

AGENDA
REGULAR MEETING OF COUNCIL
March 16, 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 TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD MARCH 1, 2017.

[Tax Assessor's Results Reports 3-1-17.pdf](#)
 - 3.B CHECK RECEIVED IN THE AMOUNT OF \$90,669.74 THAT REPRESENTS REIMBURSEMENT FOR FIRE DEPARTMENT SAFER GRANT EXPENDITURES.

[Check Received for Deposit for Fire Department SAFER Grant 3-6-17.pdf](#)
 - 3.C MINUTES OF THE REGULAR MEETINGS OF THE MEMBERS OF SCRANTON HOUSING AUTHORITY HELD JANUARY 9, AND FEBRUARY 6, 2017.

[Scranton Housing Authority 1-9-17 and 2-6-17.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 THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO REALLOCATE A PORTION OF DEBT SERVICES MONEY TO BE USED FOR PAVING ONLY, AS SAID MONEY HAS BEEN REFUNDED TO THE CITY AND IS NO LONGER NEEDED FOR PAYMENT OF THE MARCH INSTALLMENT DUE ON THE 2012 SERIES A AND B BONDS DUE TO THE DEFEASEMENT OF SAID BONDS WITH SEWER PROCEEDS.

[Ordinance-2017 Reallocate Portion of Debt Services Money for Paving Only.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION AND, IF SUCCESSFUL, TO ENTER INTO A GRANT AGREEMENT AND ACCEPT FUNDING THROUGH THE KEYSTONE HISTORIC PRESERVATION PLANNING GRANT FROM THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION IN THE AMOUNT OF \$25,000.00 TO COMPLETE A FACILITY ASSESSMENT ON THE SCRANTON MUNICIPAL BUILDING.

[Resolution-2017 Grant for Facility Assessment of City Hall.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION AND, IF SUCCESSFUL, TO ENTER INTO A GRANT AGREEMENT, AND ACCEPT THE FUNDING THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION LOCAL STORMWATER BMP IMPLEMENTATION PROGRAM AWARDED IN THE AMOUNT OF \$197,325.00 TO ADDRESS THE WATER QUALITY PROBLEMS ASSOCIATED WITH URBAN STORMWATER RUNOFF IN THE LACKAWANNA RIVER.

[Resolution-2017 EPA Grant to Address Water Quality Problems Lackawanna River.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – APPOINTMENT OF ROBERT J. PALMITESSA, 730 NORTH LINCOLN AVENUE, SCRANTON, PENNSYLVANIA 18504 AS A MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. PALMITESSA WILL FILL THE UNEXPIRED TERM OF STEVEN KOCHIS, WHO RESIGNED ON FEBRUARY 9, 2017. MR. PALMITESSA'S TERM WILL EXPIRE ON JULY 15, 2019.

[Resolution-2017 Appt. Robert Palmitessa to Zoning Board.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE – FILE OF THE COUNCIL NO. 93, 2017 – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE A DEED OF EASEMENT AND RIGHT OF WAY GRANTING TO THE PENNSYLVANIA-AMERICAN WATER COMPANY THE EASEMENT, RIGHT OF WAY AND RIGHTS AS ARE SET FORTH BELOW WITH RESPECT TO THE PROPERTY, WHICH DEED OF EASEMENT AND RIGHT OF WAY SHALL BE IN THE FORM AS ATTACHED HERETO AS EXHIBIT “1”.

[Ordinance-2017 Deed of Easement to PAWCO.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY – FOR ADOPTION – RESOLUTION NO. 124, 2017 – RATIFYING AND APPROVING THE SUBMISSION OF A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT FOR FUNDING THROUGH THE DEPARTMENT OF HOMELAND SECURITY PROGRAM IN THE AMOUNT OF \$45,000.00 AND, IF SUCCESSFUL, ACCEPT AND DISBURSE THE GRANT FUNDS TO ENABLE THE SCRANTON POLICE DEPARTMENT TO PREPARE FOR AND RESPOND TO COMPLEX COORDINATED TERRORIST ATTACKS.

[Resolution-2017 Grant SPD Terrorist Attacks.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT – FOR ADOPTION – RESOLUTION NO. 125, 2017 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO. 150.40 IN AN AMOUNT NOT TO EXCEED \$40,000.00 TO ANOTHER TIME RESTAURANT, LLC, (DBA, AV RESTAURANT) TO ASSIST AN ELIGIBLE PROJECT.

[Resolution-2017 Loan to Grant for Another Time Restaurant.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT – FOR ADOPTION – RESOLUTION NO. 126, 2017 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA’S OFFICE OF THE BUDGET IN THE AMOUNT OF THREE MILLION (\$3,000,000.00) DOLLARS; ACCEPTING AND DISBURSING THE GRANT IF THE APPLICATION IS SUCCESSFUL; AND COORDINATE THE USE OF THE GRANT FUNDS WITH LACKAWANNA COLLEGE LOCATED AT 501 VINE STREET, SCRANTON, PENNSYLVANIA 18509, FOR THE PROJECT TO BE NAMED “COMMONS AT 409” LOCATED AT 409 ADAMS AVENUE, SCRANTON, PENNSYLVANIA 18510.

[Resolution-2017 RACP Grant for Lacka College Commons at 409.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS – FOR ADOPTION – RESOLUTION NO. 127, 2017 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A RENEWAL OF THE CONTRACT WITH JOYCE HATALA ASSOCIATES TO ASSIST THE CITY OF SCRANTON WITH ITS RECYCLING PROGRAM FOR AN ADDITIONAL EIGHTEEN (18) MONTH PERIOD WITH THE OPTION OF AN EIGHTEEN (18) MONTH EXTENSION.

[Resolution-2017 Renew Contract with Joyce Hatala Associates.pdf](#)

8. ADJOURNMENT



TAX ASSESSOR'S REPORT

Hearing Date: 03/01/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Curren Assessed Value	After Appeal Value
12:15 PM	IGLESIA PENTECOSTAL HERMANOS	SCRANTON	15620010001		13000	Exempt
12:20 PM	BRISKIE JOSEPH S & REBECCA	COVINGTON TWP	21903040002		110000	80000
12:30 PM	MALINCHAK THOMAS J JR & SANDR	BENTON	0380101000206		44500	31000
12:45 PM	DUCHNIK DAVID L & MARISA LYNN	SCOTT	07203020028	RICHARD FANUCCI	37000	30000
12:50 PM	STATSMAN JEFFREY E & KATHLEE	ROARING BROOK TWP	1700101000144		9500	9500
1:00 PM	HEALEY JOSEPH J & GEORGIA A	DUNMORE	1462004000604	JAMES TRESSLER	41000	27000
1:05 PM	MARSTELLER ANDREW & STEPHAN	ROARING BROOK TWP	1700101000177		43500	35000
1:15 PM	DELEO HELENE C	SCOTT TWP	0710201000101		5000	5000
1:15 PM	GRZENDA JOSEPH D	SCOTT TWP	0710201000102		2000	2000
1:20 PM	TORNAMBE MICHAEL & JESSICA	THROOP	1250103004957		49500	31000
1:30 PM	CASPE RUSSELL & ALLISON	SOUTH ABINGTON TWP	0910102001901		36700	36700
1:35 PM	KALINA ELIZABETH A TRUST	SOUTH ABINGTON	0990202000285		43900	42300
1:45 PM	SCHELLER ARIANNE	S ABINGTON TWP	0910301002901	PATRICK LAVELLE	28000	28000
1:50 PM	ZUBY DEBRA	RANSOM	15403020005		17245	16000
2:00 PM	T C S 1 & MIDTOWN APARTMENTS	SCRANTON	14584010018		327750	299750
2:00 PM	TCS-1	SCRANTON	14576020023		315000	312500
2:05 PM	FRYZEL DAVID & RIZZO-FRYZEL M	SOUTH ABINGTON	08103080006		87000	74000
2:15 PM	MCGURRIN TIMOTHY P	SOUTH ABINGTON TWP	0990202000220		74700	55000
2:20 PM	SEMAN GEORGE III & ANTONINETT	JEFFERSON TWP	14003030014		39000	29000
2:30 PM	BAKA JEFFREY E & CHRISTINE M	JERMYN	0731601000121		55000	36000
2:35 PM	TIC-ESA LLC	CARBONDALE CITY	04513040014		19200	15500
2:45 PM	HEMAK JEFFREY C & MAGGIE C	ARCHBALD	0940403000142	RICHARD FANUCCI	62755	37000
2:50 PM	CALL RYAN & DANIELLE	ARCHBALD	09402050012		61500	32000
3:00 PM	BRIER MARK & TAMMY	JEFFERSON TWP	1380201000101	DANIEL BRIER	51000	32000
3:05 PM	CHRUSCIEL JANET	DICKSON CITY	11413040004		7400	7400
3:15 PM	LOWE JOAN & KENNETH	JERMYN	0732002001800		11500	Withdrawn
3:20 PM	DAVLISA ENTERPRISES INC	FELL TWP	00703010005		21000	15000
3:30 PM	CICCI LOUIS A	ARCHBALD	0940403000137		56700	28700

TOTAL RECORDS 28

RECEIVED

MAR - 9 2017

OFFICE OF CITY COUNCIL/CITY CLERK

City of Scranton

60-13
313

SPECIAL FUND ACCOUNT
340 N. WASHINGTON AVE.
SCRANTON PA 18503

NO. 005653

PENN SECURITY BANK & TRUST COMPANY
150 N. WASHINGTON AVENUE
SCRANTON, PA 18503

DATE 03/10/17 CHECK NO. 5653

AMOUNT \$****90,669.74*

PAY THE SUM OF *****90669* DOLLARS AND *74* CENTS

PAY TO THE ORDER OF CITY OF SCRANTON

William J. Coetzee
MAYOR, CITY OF SCRANTON
James J. Beak
TREASURER, CITY OF SCRANTON

⑈005653⑈ ⑆031300135⑆ 5284008201⑈ 010000

VENDOR NO. 12263

CHECK NO. 5653

ACCOUNT	PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
02 229545		VFIRE57	90,669.74	REIMB

12263 CITY OF SCRANTON

Mr. Egan: So moved.

Mr. Gallagher: Second

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

AYES	NAYS
Mary Anne Sinclair	None
Thelma Wheeler	
Mary Clare Kingsley	
William J. Egan, Jr.	
Terrence V. Gallagher	

3.(b) Approval of the minutes of the Special Meeting held December 21, 2016.

Mrs. Sinclair: Approval of the minutes of the special meeting held December 21, 2016.

Mr. Gallagher: So moved.

Ms. Kingsley: Second.

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

AYES	NAYS
Mary Anne Sinclair	None
Thelma Wheeler	
Mary Clare Kingsley	
William J. Egan, Jr.	
Terrence V. Gallagher	

4. Treasurer's Report for the period December 1, 2016 to December 30, 2016.

Mrs. Sinclair: Treasurer's Report for the period December 1, 2016 to December 30, 2016.

Mr. Egan: This report is as of December 30, 2016. The balances in our checking accounts are \$2,616,641.31. The Section 8 NRA Fund has a balance of \$553.59. This savings account is required by HUD to deposit excess HAP funds not used by the Authority. The

payroll account will now be listed as the bank is requiring the account to have on deposit the amount of the direct deposit funds two days prior to the disbursement of the funds. Thus, the SHA will keep at minimum at least \$75,000 on deposit in the payroll account. Investments made in Certificates of Deposits amounted to \$4,598,689.60. Petty Cash totaled \$300.00, for a grand total of \$7,216,157.50. Paid bills from December 1, 2016 to December 30, 2016 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Mr. Gallagher: So moved.

Ms. Kingsley: Second.

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

AYES

NAYS

- Mary Anne Sinclair
- Thelma Wheeler
- Mary Clare Kingsley
- William J. Egan, Jr.
- Terrence V. Gallagher

None

5. Secretary's Report.

Mrs. Sinclair: Secretary's Report.

Mr. Gallagher: Madam Chairperson, there is nothing to report. There was no communications since the last meeting.

Mrs. Sinclair: Thank you.

6. Committee Reports.

6.(a) Chairman Report.

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

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madam Chairman. Under our Utility Report for the month of November, 2016 our total utility cost was \$174,744.32 and for the month of December, 2016 our total utility cost was \$164,634.05.

On our Tenant's Accounts Receivable Report, for the month of October, 2016 we had a total of 271 delinquents totaling \$98,358.59; for the month of November, 2016 we had 258 delinquents totaling \$103,277.92 and for the month of December, 2016 we had 305 delinquents totaling \$127,455.45.

On our Construction Report Madam Chairman, work has been progressing smoothly on the comprehensive renovations of Buildings 3 and 16 at Valley View Terrace.

That is all I have, Madam Chairman.

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

6.(c) Solicitor Report.

Attorney Hughes: At this time I have nothing.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madam Chairman. Under our Public Housing Program, we have an A.C.C. of 1,269 units with 1,211 units under effective lease. There are Fifty-Eight (58) vacant apartments in which Twenty-One (21) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 903 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of December 31, 2016, are 2,114 out of an A.C.C. of 2,319.

That concludes the Apartment Report, Madam Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

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

Mrs. Sinclair: New Business.

8. New Business.

8.(a) Resolution No. 17-7 – Approval for the Disposal of Excess Equipment.

Mr. Pelucacci: Madam Chairman, Resolution No. 17-7 is for the approval to dispose of excess equipment.

“Whereas, the Scranton Housing Authority on June 5, 2000 adopted an Amedned Disposition Policy; and

Whereas, in accordance with said Disposition Policy equipment and/or personal property that is worn out, obsolete or surplus to the needs of the Housing Authority excess to be disposed of, must be written off and disposed of in an efficient manner; and

Now, Therefore, Be It Resolved that the Board of Commissioners of the Scranton Housing Authority hereby approves the attached list, designated as Exhibit “A” of worn out excess equipment from the referenced developments be written off and disposed of in an efficient manner.”

It would be my recommendation tht the Board of Commissioners pass Resolution No. 17-7.

Mr. Egan: So moved.

Mr. Gallagher: Second.

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

AYES

NAYS

Mary Anne Sinclair
Thelma Wheeler
Mary Clare Kingsley
William J. Egan, Jr.
Terrence V. Gallagher

None

8.(b) Resolution No. 17-8 – Approval for the Executive Director to Enter into a Memorandum of Agreement between the Scranton Housing Authority and the Lackawanna County District Attorney’s Office.

Mr. Pelucacci: Madam Chairman, Resolution No. 17-8 is for the approval of the Memorandum of Agreement between the Scranton Housing Authority and the Lackawanna County District Attorney’s Office.

“Whereas, the Scranton Housing Authority and the Lackawanna County District Attorney’s Office is desirous to enter into an agreement to act in concert in an effort to create a drug and crime-free environment, and to provide for the safety and protection of the residents of the Scranton Housing Authority’s Public Housing Developments; and

Whereas, the United States Department of Housing and Urban Development reviewed and found the Memorandum of Agreement to be acceptable; and

Now, Therefore, Be It Resolved that the Board of Commissioners of the Scranton Housing Authority hereby approves entering into a Memorandum of Agreement between the Scranton Housing Authority and the Lackawanna County District Attorney’s Office.”

It would be my recommendation that the Board of Commissioners pass Resolution no. 17-8.

Ms. Kingsley: So moved.

Mr. Egan: Second.

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

AYES

NAYS

Mary Anne Sinclair
Thelma Wheeler
Mary Clare Kingsley
William J. Egan, Jr.
Terrence V. Gallagher

None

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no resignations and no retirements. Under workers compensation:

Robert Griffiths has been off since July 7, 2016. Ryan O'Hora has been off since November 9, 2016.

Also under Personnel, Madam Chairman, Vincent Alu started working for the Scranton Housing Authority on September 12, 2016 and has successfully completed his 90 day probationary period.

It would be my recommendation that the Board of Commissioners make a motion to place Vincent Alu on permanent status as a Clerk/Cashier/Occupancy Specialist with the Scranton Housing Authority effective September 12, 2016.

Mr. Gallagher: So moved.

Mr. Egan: Second.

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

AYES

NAYS

Mary Anne Sinclair
Thelma Wheeler
Mary Clare Kingsley
William J. Egan, Jr.
Terrence V. Gallagher

None


Mr. Pelucacci: That concludes the Personnel Report, Madam Chairman.

10. Public Comment.

No one present for Public Comment

11. Adjournment.

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



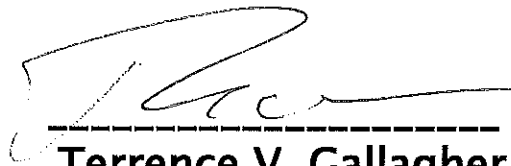
Terrence V. Gallagher, Secretary

Certificate

I, Terrence V. Gallagher, hereby certify that:

1. I am the duly appointed, qualified and acting Secretary of the Scranton Housing Authority.
2. I am custodian of the records of said Authority.
3. The attached copy of the Minutes of the Regular Meeting of said Authority held January 9, 2017 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on February 6, 2017 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 6th DAY of FEBRUARY, 2017.



Terrence V. Gallagher
Secretary

30

**MINUTES OF THE REGULAR
MEETING OF THE MEMBERS OF
SCRANTON HOUSING AUTHORITY
FEBRUARY 6, 2017**

RECEIVED

MAR 10 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on February 6, 2017.

Pledge of Allegiance.

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

1. Roll Call.

Present	Absent
Mary Anne Sinclair	Terrence V, Gallagher
Thelma Wheeler	
Mary Clare Kingsley	
William J. Egan, Jr.	

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

2. Executive Session.

Mrs. Sinclair: Executive Session.

Attorney Hughes: Yes, we discussed litigation and personnel.

Mrs. Sinclair: Thank you.

3. Approval of the minutes of the Regular Meeting held January 9, 2017.

Mrs. Sinclair: Approval of the minutes of the regular meeting held January 9, 2017.

Mr. Egan: So moved.

Mr. Egan: So moved.

Ms. Kingsley: Second

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

AYES	NAYS
Mary Anne Sinclair	None
Thelma Wheeler	
Mary Clare Kingsley	
William J. Egan, Jr.	

4. Treasurer’s Report for the period December 1, 2016 to December 30, 2016.

Mrs. Sinclair: Treasurer’s Report for the period December 31, 2016 to January 31, 2017.

Mr. Egan: This report is as of January 31, 2017. The balances in our checking accounts are \$2,708,153.86. The Section 8 NRA Fund has a balance of \$553.59. This savings account is required by HUD to deposit excess HAP funds not used by the Authority. The payroll account will now be listed as the bank is requiring the account to have on deposit the amount of the direct deposit funds two days prior to the disbursement of the funds. Thus, the SHA will keep at minimum at least \$75,000 on deposit in the payroll account. Investments made in Certificates of Deposits amounted to \$4,605,626.56. Petty Cash totaled \$300.00, for a grand total of \$8,314,634.01. Paid bills from December 31, 2016 to January 31, 2017 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Mr. Kingsley: So moved.

Ms. Wheeler: Second.

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

AYES

NAYS

Mary Anne Sinclair
Thelma Wheeler
Mary Clare Kingsley
William J. Egan, Jr.

None

5. Secretary's Report.

Mrs. Sinclair: Secretary's Report.

Mr. Pelucacci: There is no communications at this time, Madam Chairman.

Mrs. Sinclair: Thank you.

6. Committee Reports.

6.(a) Chairman Report.

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

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madam Chairman. Under our Utility Report for the month of December, 2016 our total utility cost was \$164,634.05 and for the month of January, 2017 our total utility cost was \$164,565.85.

On our Tenant's Accounts Receivable Report, for the month of November, 2016 we had a total of 258 delinquents totaling \$103,277.92; for the month of December, 2016 we had 305 delinquents totaling \$127,455.45 and for the month of January, 2017 we had 304 delinquents totaling \$143,059.86.

On our Construction Report Madam Chairman, work has been progressing smoothly on the comprehensive renovations of Buildings 3 and 16 at Valley View Terrace. The expected date of completion will be early spring.

That is all I have, Madam Chairman.

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

6.(c) Solicitor Report.

Attorney Hughes: The only thing is I reviewed 24 CFR 85.36 and with pertinent statute 55.51, Resolution 17-9, everything is in order.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madam Chairman. Under our Public Housing Program, we have an A.C.C. of 1,269 units with 1,213 units under effective lease. There are Fifty-Six (56) vacant apartments in which Twenty-One (21) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 899 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of January 31, 2017, are 2,112 out of an A.C.C. of 2,319.

That concludes the Apartment Report, Madam Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

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

Mrs. Sinclair: New Business.

8. New Business.

8.(a) Resolution No. 17-9 – Amending the Procurement Policy of the Scranton Housing Authority to Increase the Threshold Amount for Small Purchases from \$19,400 to \$19,700.

“Whereas, the U.S. Department of Housing and Urban Development requires that every public housing authority establish a Procurement Policy to insure that any expenditure of public monies is conducted pursuant to 24 CFR 85.36, as well as the applicable procurement statutes of the Commonwealth of Pennsylvania; and

Whereas, the Scranton Housing Authority has reviewed its existing policy and has deemed necessary to amend the Procurement Policy in order to be consistent with 24 CFR 85.36 and applicable procurement statutes of the Commonwealth of Pennsylvania; and

Whereas, the Commonwealth of Pennsylvania has recently changed the law to increase the threshold amount for small purchases to \$19,700 so that advertisements and sealed bids are only required for contracts expected to exceed \$19,700; and

Whereas, the current Procurement Policy references the threshold amount for small purchases on Pages 3, 4, 9, 11, 13 and 14; and

Now, Therefore, Be It Resolved this 6th day of February 2017, that the Scranton Housing Authority Board of Commissioners hereby amend the Procurement Policy; specifically, Pages 3, 4, 9, 11, 13 and 14 to increase the threshold amount required for small purchases from \$19,400 to \$19,700.”

It would be my recommendation that the Board of Commissioners pass Resolution No. 17-9.

Mr. Egan: So moved.

Ms. Wheeler: Second.

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

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

AYES

NAYS

Mary Anne Sinclair
Thelma Wheeler
Mary Clare Kingsley
William J. Egan, Jr.

None

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no resignations and no retirements. Under workers compensation:

Robert Griffiths has been off since July 7, 2016. Ryan O’Hora has been off since November 9, 2016.

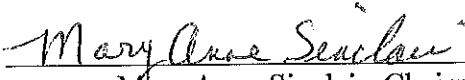
Mr. Pelucacci: That concludes the Personnel Report, Madam Chairman.

10. Public Comment.

No one present for Public Comment

11. Adjournment.

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



Mary Anne Sinclair, Chairman

Certificate

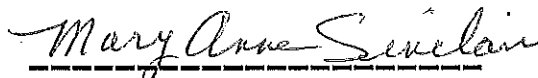
I, Mary Anne Sinclair, hereby certify that:

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

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

3. The attached copy of the Minutes of the Regular Meeting of said Authority held February 6, 2017 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on March 6, 2017 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 6th DAY of MARCH, 2017.



**Mary Anne Sinclair
Chairman**

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO REALLOCATE A PORTION OF DEBT SERVICES MONEY TO BE USED FOR PAVING ONLY, AS SAID MONEY HAS BEEN REFUNDED TO THE CITY AND IS NO LONGER NEEDED FOR PAYMENT OF THE MARCH INSTALLMENT DUE ON THE 2012 SERIES A AND B BONDS DUE TO THE DEFEASENCE OF SAID BONDS WITH SEWER PROCEEDS.

WHEREAS, the City and Scranton Sewer Authority have sold certain sewer system assets to the Pennsylvania American Water Company; and

WHEREAS, the City determined to apply approximately \$27,885,904.00 of the City's portion of the proceeds to retire certain high coupon general obligation debt (referred to as the City's 2006 General Obligation Bonds, the City's 2012 General Obligation Bonds, and the City's 2013 General Obligation Bonds) reducing the fixed cost of the General Fund by approximately \$5,200,000.00 per year; and

WHEREAS, specifically \$618,712.34 was set aside for the March installment of the 2012 Series A General Obligation Bonds, and \$92,068.48 March installment of the 2012 Series B General Obligation Bonds, and such installments are no longer needed due to the defeasance of said Bonds with Sewer proceeds; and

WHEREAS, said funds totaling \$710,780.82 will be reallocated for paving the streets throughout the City of Scranton.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate city officials are authorized to reallocate a portion of debt services money to be used for paving only, as said money has been refunded to the City and is no longer needed for payment of the March installment due on the 2012 Series A and B Bonds due to the defeasance of said Bonds with Sewer proceeds.

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

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

March 9, 2017

RECEIVED

MAR - 9 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 AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO REALLOCATE A PORTION OF DEBT SERVICES MONEY TO BE USED FOR PAVING ONLY, AS SAID MONEY HAS BEEN REFUNDED TO THE CITY AND IS NO LONGER NEEDED FOR PAYMENT OF THE MARCH INSTALLMENT DUE ON THE 2012 SERIES A AND B BONDS DUE TO THE DEFEASENCE OF SAID BONDS WITH SEWER PROCEEDS.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION AND, IF SUCCESSFUL, TO ENTER INTO A GRANT AGREEMENT AND ACCEPT FUNDING THROUGH THE KEYSTONE HISTORIC PRESERVATION PLANNING GRANT FROM THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION IN THE AMOUNT OF \$25,000.00 TO COMPLETE A FACILITY ASSESSMENT ON THE SCRANTON MUNICIPAL BUILDING.

WHEREAS, the City of Scranton is applying for a Grant through the Keystone Historic Preservation Planning Grant from the Pennsylvania Historical & Museum Commission in the amount of \$25,000.00, a copy of said application is attached as Exhibit "A"; and

WHEREAS, the City of Scranton Municipal Building is in dire need of repair and renovation; however, due to the financial distress of the City of Scranton, this structure has not received the attention it deserves. The goal of this project is to develop a historical preservation plan that would allow the City to repair and restore the Municipal Building in a way that will preserve its historical integrity. We will accomplish this goal by first having a complete facility assessment performed; and

WHEREAS, if successful, the Grant funds would be used to hire a firm that can issue a complete facility assessment of the Scranton Municipal Building; this assessment will include visual inspections of structural, architectural, mechanical, plumbing and electrical systems. Included with the facility assessment will be a Historic Resource Redevelopment Report outlining the necessary requirements to comply with the Secretary of the Interior's Standards. This report will be prepared by a qualified Historic Preservation Consultant.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are authorized to apply for and execute a Grant Application and, if successful, to enter into a Grant Agreement and accept the funding through the Keystone Historic Preservation Planning Grant from the Keystone Historic Preservation Planning Grant in the amount of \$25,000.00 to complete a facility assessment of the Scranton Municipal Building.

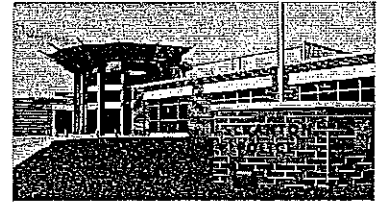
SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus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

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

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

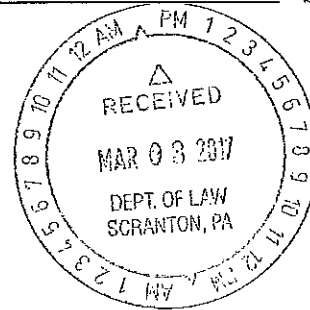
**Police Department
Maggie Perry
Grant Manager**

Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 558-8335
Fax: (570) 207-0412
mamclane@scrantonpa.gov



SCRANTON

March 3, 2017



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

Atty. Boyles,

The City of Scranton is applying for \$25,000 in funding through the Keystone Historic Preservation Planning Grant from the Pennsylvania Historical & Museum Commission. I respectfully request that you send legislation to City Council to apply for and execute this grant application.

The purpose of this program is to complete a facility assessment on the Scranton Municipal Building with a Historic Resource Redevelopment Report outlining the necessary requirements to comply with the Secretary of the Interior's Standard. This report will be prepared by a qualified Historic Preservation Consultant. The goal of this project is to use the assessment report to make informed decisions about the preservation of this historic building and implement an effective historic preservation program. This funding would allow the City of Scranton to increase preservation planning at the local level by assisting to recognize, prioritize and capitalize on the benefits of preservation.

Attached are the supporting grant documents.

If you have any questions or concerns please feel free to contact me at 570-558-8335.

Thank you,

Maggie Perry

Application Summary

Application: 8473 User: 3531

Date this summary generated: March 1

Federal ID: 246000704

Project you are applying for: Historic Preservation

I. APPLICANT

A. Name of Organization: City of Scranton

B. Univ. Dept./Subsidiary Name:

C. Address: 340 N. Washington Avenue

City: Scranton State: Pa Zip: 18503-1523

D. Executive Director/President: William Courtright

E. General Contact Person for Organization: Maggie Perry

F. Contact Phone: 570-558-8335

Contact Person for *this* Application: Maggie Perry (mamclane@scrantonpa.gov)

G. Grant Amount Requested: \$ 25000

H. Matching Funds: \$ 32000

I. Total Project Cost: \$ 57000

II. PROJECT SUMMARY

The City of Scranton Municipal Building is in dire need of repair and renovation; however, due to the financial distress of the City of Scranton this structure has not received the attention it deserves. The goal of this project is to develop a historical preservation plan that would allow the City to repair and restore the Municipal Building in a way that will preserve its historical integrity. We will accomplish this goal by first having a complete facility assessment performed.

III. ORGANIZATIONAL INFORMATION

A. Mission Statement

The City of Scranton is a municipal government dedicated to providing reliable public services; to understanding and serving the needs of the Scranton neighborhoods and businesses; and to improve the quality of life of Scranton residents.

B. Nonprofit Status Documentation

1. Date IRS Tax-Exemption Received: 04/23/66

2. Expiration Date w/PA Bureau of Charitable Orgs:

C. Telecommunications Information

1. Telephone Number: (Public) 570-558-8335

2. Fax Number: 570-207-0412

3. E-Mail: mamclane@scrantonpa.gov

4. Website: <http://www.scrantonpa.gov/>

D. Locational

1. County: Lackawanna

2. State Senate Dist. No.: 22

3. State House Dist. No.: 12

4. Federal Congressional Dist. No.: 17

E. General

1. Control of Institution: Municipal Government or Authority
2. Discipline of Institution: Government
3. Year the organization was incorporated: 1866
- 4a. Total number of days open to the public annually: 260
- 4b. Total number of hours open to the public weekly: 40
- 5a. Annual visitation: 0 -
- 5b. Annual outreach: 0 -
- 5c. Website "hits": 0
- 6a. Number of full-time paid staff: 300
- 6b. Number of part-time paid staff: 0
- 6c. Number of full-time volunteers: 0
- 6d. Number of part-time volunteers: 0
7. Does the organization have a friends/support group whose purpose is to provide services and raise funds for the parent organization? NO If so, number of members: 0
- 8a. Has the organization undergone a Museum Assessment Program Review?
MAP I? NO Date:
MAP II? NO Date:
MAP III? NO Date:
- 8b. Has the organization undergone a Conservation Assessment Program Review?
NO Date:
- 8c. Has the organization been accredited by the American Association of Museums?
NO Date:

F. Financial:

Current Fiscal Year: 2017
 Month County Fiscal Year Begins: January
 Month County Fiscal Year Ends: December
 Operating Budget for Most Recently Completed Fiscal Year: \$ 132000000
 Percent of budget used for:
 6.545248E+07% staff salaries, benefits and expenses
 996000% maintenance of building and grounds
 0% utilities
 0% collection care and conservation
 0% exhibitions and related expenses
 0% special events and educational programs
 0% marketing and promotion
 Operating Budget for Second Most Recently Completed Fiscal Year \$ 108000000

 IV. HISTORIC PROPERTY INFORMATION (50 Years and Older)

- A. Is the property listed individually in the National Register of Historic Places?
 NO B. Is the property a contributing property in a National Register of Historic Places historic district?
 NO C. Is the property also designated a National Historic Landmark?

 V. GRANT CATEGORY

Category: Planning & Development Assistance

Collaborative Grant Category? NO

VI. PROJECT DESCRIPTION

A. Is this project a follow-up to the recommendations of a PHMC Technical Assistance Grant?: NO

B. Description of Organization:

The City of Scranton is a municipal government dedicated to providing reliable public services; to understanding and serving the needs of the Scranton neighborhoods and businesses; and to improve the quality of life of Scranton residents.

Established in 1866, Scranton is currently the 6th largest city in the Commonwealth of Pennsylvania with a population of over 75,000. Once an industrial giant, Scranton was the center of anthracite coal mining, iron and steel. In 1886 Scranton gained a reputation as the "Electric City" when the nation's first streetcars powered by electricity began operating on the city streets. According to the United States Census of 1900, the population of Scranton was over 100,000 people and the Electric City entered the 20th century with a booming economy and as the king of the anthracite coal industry. However, with coal losing favor to oil and natural gas, Scranton began facing economic decline in the post WWII era. In 1992 Scranton was determined a "financially distressed city" under Pennsylvania Act 47. Over twenty years later, Scranton remains distressed, causing drastic reductions to the general budget and diminishing funding for necessary projects such as renovation and preservation of some of Scranton's most historic structures.

C. Strategic Plan Goal Identification:

The City of Scranton's proposed project will meet Goal 1-increase preservation planning at the local level- in "Pennsylvania's Statewide Historic Plan 2012-2017".

D. Comprehensive Narrative:

The City of Scranton is seeking funding to complete a facility assessment on the Scranton Municipal Building with a Historic Resource Redevelopment Report outlining the necessary requirements to comply with the Secretary of the Interior's Standard. This report will be prepared by a qualified Historic Preservation Consultant. The goal of this project is to use the assessment report to make informed decisions about the preservation of this historic building and implement an effective historic preservation program. This funding would allow the City of Scranton to increase preservation planning at the local level by assisting to recognize, prioritize and capitalize on the benefits of preservation.

Located at 340 N. Washington Avenue, the Scranton Municipal Building was erected in 1888 and has been the seat of municipal government since the 1890's. The structure is a limestone ashlar Victorian Gothic Revival building with sandstone trim designed by architects Edwin Walter and Frederick Brown. The structure is of native stone, so it has a color unique to Scranton and is the only building of its particular style in town. Listed in the National Register of Historic Places in 1981 (Key Number #00630) the Municipal Building is architecturally significant because of its location, style, scale and quality of construction. It is the focal point of a surrounding group of quality, early 20th century structures and is a major landmark in the downtown area.

The City of Scranton is dedicated to providing reliable public services to her residents, which includes preserving the historic and cultural resources of this great municipality. The Scranton Municipal Building is a direct and substantial representation of our history; preserving this structure is the tangible conservation of our cultural identity. Scranton's most recently enacted Recovery Plan focuses on economic recovery and downtown revitalization; the preservation of our historic structures is an important part of this mission.

Timetable:

If awarded the City will use funding to hire a firm that can issue a complete facility

assessment of the Scranton Municipal Building; this assessment will include visual inspections of structural, architectural, mechanical, plumbing and electrical systems. Included with the facility assessment will be a Historic Resource Redevelopment Report outlining the necessary requirements to comply with the Secretary of the Interior's Standards. This report will be prepared by a qualified Historic Preservation Consultant.

This project will be complete within a twelve month period.

October 2017- will hire firm capable of completing facility assessment

January 1, 2018- complete quarterly report

April 1, 2018- complete quarterly report

July 1, 2018- complete quarterly report

October 1, 2018- complete final report and include completed facility assessment and Historic Resource Redevelopment Report.

Key Personnel/Consultants:

The project manager will be City of Scranton Business Administrator Dave Bulzoni. Mr. Bulzoni will be responsible for overseeing the firm that is hired to complete the facility assessment to ensure that a Historic Resource Redevelopment Report prepared by a qualified Historic Preservation Consultant is included. This will allow the City to develop and enact a preservation plan for the Scranton Municipal Building.

Project Promotion:

The audience for which the project is intended are the residents of Scranton. The Municipal Building is open to the public Monday-Friday from 8 am – 4:30 pm. This building continues to serve the community by housing all government operations for the City of Scranton.

VII. PROJECT BUDGET

Categories of Expenditures	PHMC Funds	Match Funds	Subtotals	Totals
A. Salaries/Wages/Related Expenses				
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	\$0
B. Consultant's Fees				
Facility Assessment	\$25000	\$17000	\$42000	
Heritage Consulting Group	\$0	\$15000	\$15000	
	\$0	\$0	\$0	\$57000
C. Conservation and Preservation				
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	\$0
D. Equipment, Supplies and Fabrication				
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	\$0
E. Public and Other Educational Programs				
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	\$0

F. Marketing and Promotion				
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	\$0
G. Publication Expenses				
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	\$0
H. Other				
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	\$0
Totals:	\$25000	\$32000		\$57000

VIII. MATCHING SHARE

Donation Type	Source	Amount
Cash	General Budget Cash Match	\$ 32000
Donated Labor		\$ 0
Volunteer Services		\$ 0
Donated Materials		\$ 0
Donated Space		\$ 0
Other		\$ 0

B. Total Amount of Match \$ 32000

IX. CHECKLIST

- Printed Application Summary
- Résumés and/or Job Descriptions
- Two or Three Letters of Support
 - False National Register Eligibility Letter, if applicable
- IRS Tax-Exempt Documentation 501(c)3, if applicable
 - False Sample of Promotional Material, if applicable
 - False Collaborative Agreement Form, if applicable



February 23, 2017

Mr. David Bulzoni
City of Scranton
Office of Business Administration
340 North Washington Ave
Scranton, PA 18503

RE: City Hall Assessment

Dear Mr. Bulzoni,

Thank you for the opportunity for Highland Associates to provide you this proposal for Architectural and Engineering Services for the above mentioned project.

Scope of Services

It is to our understanding the City of Scranton is looking for a complete facility assessment of City Hall located at 340 North Washington Ave. Scranton. Assessment will include visual inspections of structural, architectural, mechanical, plumbing and electrical systems, interviews with City personnel and review of available reports / maintenance records.

Included with the facility assessment will be a Historic Resource Redevelopment Report outlining the necessary requirements to comply with the Secretary of the Interior's Standards. This report will be prepared by a qualified Historic Preservation Consultant. We have included a fee from *Heritage Consulting Group, Philadelphia* to perform these services.

Summary of services

- Survey interior and exterior building conditions including roof,
- Provide a report which will include photo documentation, narratives by trade, prioritization list of issues, historic report of findings, code analysis, order of magnitude budget and project timeline with allowances for necessary approvals,
- Provide 2 data gathering meetings and 2 review meetings to provide updates and discuss findings with City,
- 10 copies of final report will be submitted to the City upon completion.



Mr. David Bulzoni
City of Scranton
Page 2

Compensation

Highland's base fee for this work shall be a fixed fee of \$34,500 inclusive of reimbursable expenses. Services shall be invoiced monthly.

Additional fees include:

- Heritage Consulting Group estimate is \$12,000 to \$15,000 and billed at an hourly rate.
- Roofing Consultant – estimated at \$2,000
- Estimating Consultant – estimated at \$5,500

Exceptions to Fee

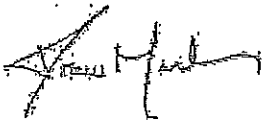
- It is assumed there are partial existing drawings (Floor Plans only) of the building. If drawings are not available, Highland Associates can complete on an hourly basis.
- Assessment does not include identification, survey, testing, design, or abatement of any asbestos, lead paint, pcb's, mold or other suspected hazardous materials that might be present. Any suspect materials will be noted for later analysis.
- Assessment is based on visual inspections only and does not include demolition or testing (either destructive or non-destructive: example: Piping hidden in walls, damaged concrete under floor finish, etc.) to uncover concealed conditions. Underground / under slab testing is not anticipated and has not been included in our fee.
- Site / civil engineering is not included in assessment nor in our fee.
- Cost estimating is order of magnitude. Detailed quantity take-offs and detailed unit cost estimates have not been included in our fee.
- Programming, design, preliminary engineering, repairs and construction document preparation follow the assessment but have not been included at this time in our fee.

HIGHLAND
ASSOCIATES

Mr. David Bulzoni
City of Scranton
Page 3

Please let me know if you have any questions concerning the above outline of services and fee.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Marcinkevich". The signature is written in a cursive style with a large, sweeping initial "D".

Drew Marcinkevich
Project Manager

cc: Principals, Marketing

MARTY FLYNN, MEMBER
113TH LEGISLATIVE DISTRICT

JAY'S COMMONS
409 NORTH MAIN AVENUE
SCRANTON, PENNSYLVANIA 18504
(570) 342-4348
FAX: (570) 342-4353

28A EAST WING
P.O. BOX 202113
HARRISBURG, PENNSYLVANIA 17120-2113
(717) 787-8981
FAX: (717) 705-1958
TOLL FREE: 1-877-841-1450



House of Representatives
Commonwealth of Pennsylvania
Harrisburg

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GAME & FISHERIES
GAMING OVERSIGHT
INSURANCE

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OIL & GAS
PROPERTY TAX REFORM
SECOND AMENDMENT
SPORTSMEN'S
VETERANS
NORTHEAST DELEGATION

Karen Arnold
Pennsylvania Historical and Museum Commission
State Museum Building
300 North Street
Harrisburg, PA 17120

Dear Ms. Arnold,

Please accept this letter as my wholehearted endorsement and recommendation of support for the City of Scranton Grant application to assist in an assessment of our historic City Hall.

This beautiful landmark building has stood for over 125 years and is rightfully listed in the National Register of Historic Places.

The building -- partially due to the financial hardships endured by this city government -- is in great need of repair and restoration.

The City has been under financial 'Distressed' status since 1992 and while many improvements have been made to restore pride and stability to the city, assistance is still integral to its success.

This grant will provide for funding that will be used to provide a thorough facility assessment of City hall as well as a Historic Resource Redevelopment report outlining the necessary requirements to comply with the Secretary of the Interior's Standards, prepared by a qualified Historic Preservation Consultant.

With your assistance, this structure can receive the attention that it deserves.

I respectfully urge you to consider funding the request of this grant application for the benefit of the general population of this city and of this region celebrating the wonderful history and architecture from a period when this city was an industrial giant in the production of coal, iron and steel helping to fuel the industrialization of this great country.

Thank you for your consideration...

A handwritten signature in black ink, appearing to read "Marty Flynn".

Representative Marty Flynn
113th Legislative District

Living Yesterday
for Tomorrow



LHS LACKAWANNA
HISTORICAL
SOCIETY

The Callin House 232 Monroe Avenue Scranton, PA 18510. Phone (570) 344-3841

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Shepard

ERITUS
and Bovard

Mary Ann Moran Savakinus
Executive Director

February 28, 2017

Karen Arnold
Pennsylvania Historical and Museum Commission
State Museum Building
300 North Street
Harrisburg, PA 17120

Dear Ms. Arnold:

The Lackawanna Historical Society is excited to know that the city of Scranton is planning a facility assessment and a Historic Resource Redevelopment Report of City Hall, officially known as the Scranton Municipal Building. The building is one of the city's architectural treasures and is often included on walking tours offered by the Society.

We commend the city for taking the initiative to restore this local landmark and for working to maintain the building's historic integrity. By supporting this endeavor, the Society hopes that the project will encourage local residents to appreciate the many historic buildings that grace our city's downtown and inspire others to support preservation efforts throughout the city.

Therefore we strongly recommend that the PHMC approve the city's Keystone Historic Preservation Grant application for funding.

Thank you for all you do to support local history and its preservation.

Sincerely,


Mary Ann Moran Savakinus
Executive Director

22ND DISTRICT

JOHN P. BLAKE

SENATE BOX 203022
THE STATE CAPITOL
HARRISBURG, PA 17120-3022
717-787-6481
FAX: 717-783-5198

OPPENHEIM BUILDING
409 LACKAWANNA AVE., SUITE 210
SCRANTON, PA 18503
570-207-2881
FAX: 570-207-2897

senatorblake@pasenate.com
www.senatorblake.com



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CAPITOL PRESERVATION COMMITTEE
LOCAL GOVERNMENT COMMISSION

Senate of Pennsylvania

March 1, 2017

Karen Arnold
Pennsylvania Historical and Museum Commission
State Museum Building
300 North St.
Harrisburg, PA 17120

Dear Ms. Arnold,

Please accept this correspondence as my formal support for the City of Scranton and their application for funding through the Keystone Historic Preservation Project Grant program.

The City of Scranton is applying for \$25,000 to complete an assessment of City Hall including a Historic Resource Redevelopment Report. Located in the heart of downtown Scranton, City Hall was erected in 1888 and has served as the seat of our municipal government since. Our beautiful City Hall building has been listed in the National Register of Historic Places since 1981 and the building is architecturally significant because of its location, style, scale and quality of the original construction. Our municipal building, however, is in dire need of repairs and due to the fiscal distress of the City of Scranton, which has been under Act 47 designation for over two decades, it has not received the attention it deserves.

The City plans to utilize the Keystone Historic Preservation Project grant funding to hire a firm that can provide a complete facility assessment of City Hall, including a Historic Resource Redevelopment report outlining the necessary requirements to comply with the Secretary of the Interior's Standards. It is in the best interest of the city and our residents to ensure that we repair and restore City Hall to preserve its historical integrity and ensure it remains a key landmark for our city for future generations. I do not hesitate to support this project.

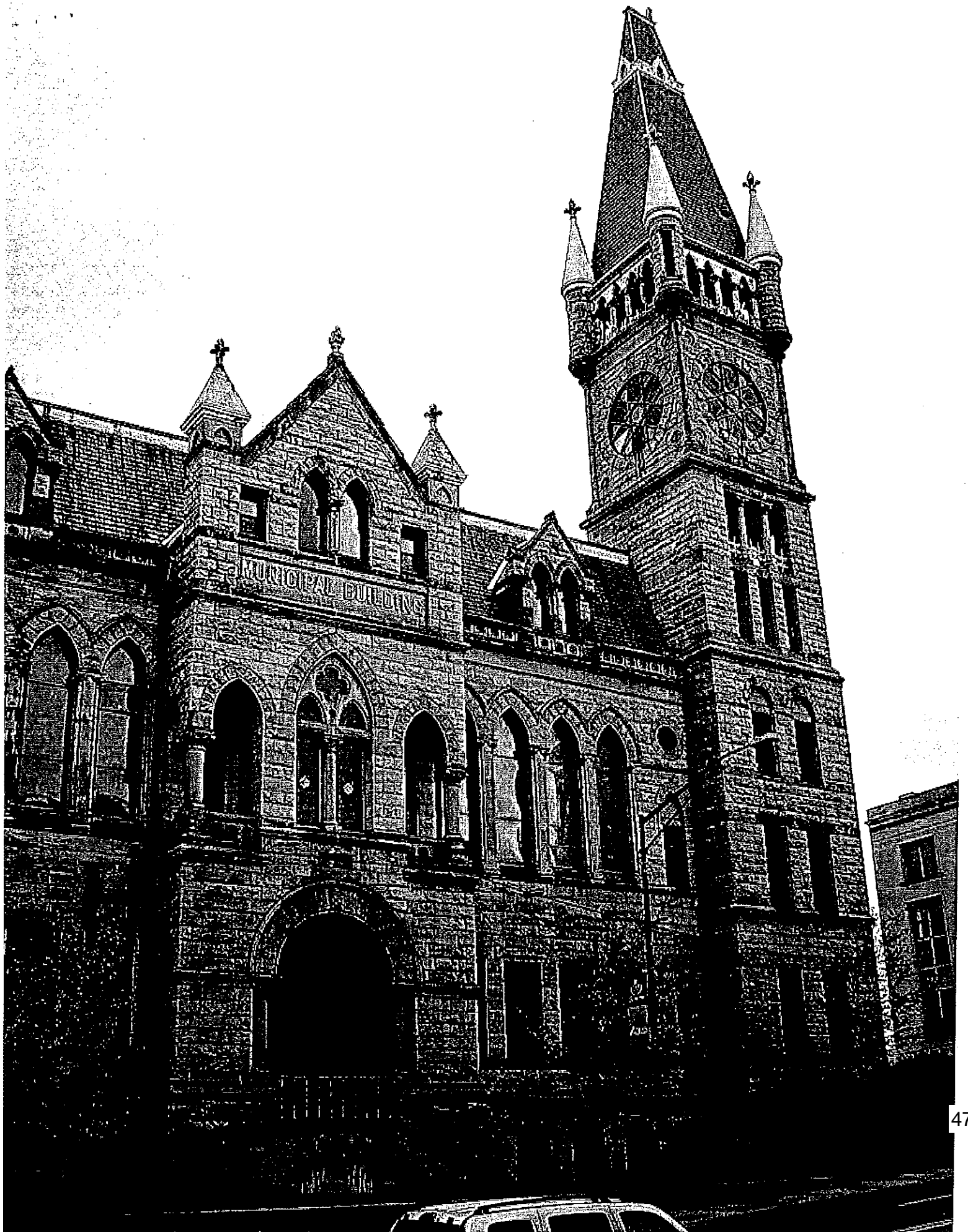
Thank you in advance for your consideration of this important funding request. If you have any further questions regarding the City of Scranton and their application, please do not hesitate to contact my office. With kind, personal regards, I am

Very truly yours,

A handwritten signature in black ink that reads "John P. Blake".

John P. Blake
Senate of Pennsylvania
22nd District

cc: Maggie Perry, Grant Manager, City of Scranton





DEPARTMENT OF LAW

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

March 9, 2017

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

RECEIVED

MAR - 9 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION AND, IF SUCCESSFUL, TO ENTER INTO A GRANT AGREEMENT AND ACCEPT FUNDING THROUGH THE KEYSTONE HISTORIC PRESERVATION PLANNING GRANT FROM THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION IN THE AMOUNT OF \$25,000.00 TO COMPLETE A FACILITY ASSESSMENT ON THE SCRANTON MUNICIPAL BUILDING.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION AND, IF SUCCESSFUL, TO ENTER INTO A GRANT AGREEMENT, AND ACCEPT THE FUNDING THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION LOCAL STORMWATER BMP IMPLEMENTATION PROGRAM AWARDED IN THE AMOUNT OF \$197,325.00 TO ADDRESS THE WATER QUALITY PROBLEMS ASSOCIATED WITH URBAN STORMWATER RUNOFF IN THE LACKAWANNA RIVER.

WHEREAS, the City of Scranton is desirous of obtaining funds through the Department of Environmental Protection Local Stormwater BMP Implementation Program in the amount of \$197,325.00. A copy of the Grant Application is attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

WHEREAS, the purpose of this program is to address the water quality problems associated with urban stormwater runoff in the Lackawanna River. This issue has been identified as contributing to the river's water quality problems, in the City of Scranton & Scranton Sewer Authority Stormwater Management (MS4 & CSO) System Review: A Phase One Assessment and Recommendation Report for Efficient Management and Sustainable Infrastructure (2013) and the Lackawanna River Watershed TMDL Lackawanna, Luzerne, Susquehanna and Wayne Counties. (PA DEP, 2005); and

WHEREAS, the grant funding received will be used to remove 18,000 square feet of impervious pavement in the 100-200 blocks of North Main Avenue to be replaced with pervious pavement. The result of this project will be sediment reduction in Nitrogen, by 4.74 pounds per year, and Phosphorus, by 0.85 pounds per year, in the stormwater runoff. The sediment reduction will be the result of maintenance activities conducted by the City of Scranton and the sediment reduction estimates were determined by the City Planner using an online estimator.

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 apply for and execute a Grant Application, and if successful a Grant Agreement and accept the funding through the Department of Environmental Protection Local Stormwater BMP Implementation Program awarded in the amount of \$197,325.00 to address the water quality problems associated with urban stormwater runoff in the Lackawann River.

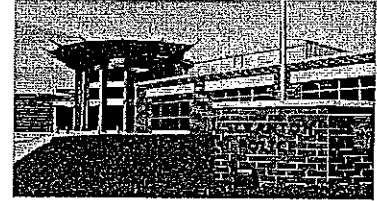
SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus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

**Police Department
Maggie Perry
Grant Manager**

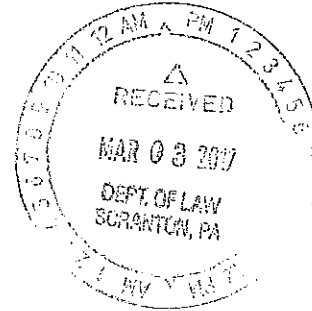
Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 558-8335
Fax: (570) 207-0412
mamclane@scrantonpa.gov



SCRANTON

March 3, 2017

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



Atty. Boyles,

The City of Scranton is applying for \$197,325 in funding through the Department of Environmental Protection Local Stormwater BMP Implementation Program. I respectfully request that you send legislation to City Council to apply for and execute this grant application.

The purpose of this program is to address the water quality problems associated with urban stormwater runoff in the Lackawanna River. This issue has been identified as contributing to the rivers' water quality problems in The City of Scranton & Scranton Sewer Authority Stormwater Management (MS4 & CSO) System Review: A Phase One Assessment and Recommendation Report for Efficient Management and Sustainable Infrastructure (2013) and the Lackawanna River Watershed TMDL Lackawanna, Luzerne, Susquehanna and Wayne Counties (PA DEP, 2005).

The funding will be used to remove 18,000 square feet of impervious pavement in the 100-200 blocks of North Main Avenue, to be replaced with pervious pavement. The result of this project will be sediment reductions in Nitrogen, 4.74 pounds per year, and Phosphorus, 0.85 pounds per year, in the stormwater runoff.

Attached are the supporting grant documents.

If you have any questions or concerns please feel free to contact me at 570-558-8335.

Thank you,

Maggie Perry



**LOCAL STORMWATER BMP IMPLEMENTATION PROGRAM
 APPLICATION CHECKLIST**

Applicant Name City of Scranton

Check the following list to make sure you have included all the required information. Place a checkmark in the box provided for all items completed and/or provided. Failure to provide all of the requested information will delay processing.

ENCLOSE THIS CHECKLIST WITH YOUR COMPLETED APPLICATION.

	KEY REQUIREMENTS	Check <input checked="" type="checkbox"/> If Included/Yes	Check <input checked="" type="checkbox"/> If Not Applicable
1.	Two signed copies of the completed application provided.	<input checked="" type="checkbox"/>	
2.	Is the application complete and includes attachments?	<input checked="" type="checkbox"/>	
3.	Is the applicant a "local entity?"	<input checked="" type="checkbox"/>	
4.	Is/are the BMP(s) located within the Chesapeake Bay basin?	<input checked="" type="checkbox"/>	
5.	Does the location of the BMP(s) drain to an MS4?	<input checked="" type="checkbox"/>	
6.	Topographic map provided with project area identified.	<input checked="" type="checkbox"/>	
7.	Is a preliminary design attached?	<input type="checkbox"/>	
8.	If the applicant and permittee are not the same, attach a letter from the permittee indicating its support for the project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.	Is the derivation of pollution reductions provided?	<input checked="" type="checkbox"/>	
10.	If matching funds will be used, attach a letter of commitment from the applicant or other project sponsor.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11.	Does the applicant request \$200,000 or less?	<input checked="" type="checkbox"/>	
12.	Does the project cost appear reasonable for the type of project?	<input checked="" type="checkbox"/>	
13.	If BMPs are located on private property, is consent provided by the property owner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14.	Are the project milestones and dates reasonable?	<input checked="" type="checkbox"/>	

Provide any necessary explanations: Preliminary design can be made available upon request.

Completed by: Maggie Pleny (Applicant Signature) Date: 3/2/17

FOR DEP USE ONLY

Evaluation of the above: _____

DEP Reviewer: _____ (Reviewer Signature) Date: _____



**LOCAL STORMWATER BMP IMPLEMENTATION
 PROGRAM PROJECT APPLICATION**

APPLICANT / PERMITEE INFORMATION						
1. Applicant Name:	City of Scranton			2. Applicant DUNS No.:	060497856	
3. Applicant Address:	340 N. Washington Avenue Scranton, Pa 18503			4. Entity Type:	City	
5. Applicant Contact:	Maggie Perry			6. Applicant Tax ID No.:	246000704	
7. Applicant Email:	mamclane@scrantonpa.gov			8. Applicant Phone:	570-558-8335	
9. Permittee Name:	Scranton City			10. NPDES Permit No.:	PAI132203	
11. Permittee Contact:	Dave Bulzoni					
12. Permittee Email:	dbulzoni@scrantonpa.gov			13. Permittee Phone:	570-348-4118	
GENERAL PROJECT INFORMATION						
1. Project Name:	Municipal Parking Lot Permeable Pavement Project					
2. Project Description:	see attached.					
3. Project Coordinates: (Attach Map)	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
	75	40	73	41	24	80
4. County:	Lackawanna		5. UA?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
6. Receiving Waters:	Lackawanna River and, Chesapeake Bay					
PROJECT DETAILS						
1. Is/Are the proposed BMP(s) identified in a Chesapeake Bay Pollutant Reduction Plan (CBPRP) that has been submitted to DEP? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Date of Submission:						
2. If Yes to question 1, has the CBPRP been approved by DEP? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> DEP Approval Date:						
3. Is/Are the proposed BMP(s) recognized by the BMP Effectiveness Values Table or EPA's Chesapeake Bay Program? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comments: Permeable Pavement w/o vegetation w/ underdrain						
4. Describe the specific water quality problem(s) that the BMP is intended to address. The proposed project is intended to remove 18,000sf of impervious pavement and replace it with pervious pavement resulting in Nitrogen and Phosphorus reduction in the Lackawanna River which is part of the Chesapeake Bay watershed.						
5. Estimate the total pounds (lbs) per year of nutrient and sediment load reduction that will be achieved upon implementation of the project. Provide or attach an explanation of how those estimates were determined. <input checked="" type="checkbox"/> Nitrogen Load Reduction lbs/year: 4.74 <input checked="" type="checkbox"/> Phosphorus Load Reduction lbs/year: 0.85 <input checked="" type="checkbox"/> Sediment Load Reduction lbs/year: Estimates were determined as follows (attach additional sheets as necessary): see attached						

PROJECT MILESTONES			
Milestone Description	Projected Start Date	Projected Completion Date	Comments
Complete design	9/1/17	10/1/17	
Submit design to DEP for review	10/15/17	11/15/17	
Solicit Bids for work	1/5/18	2/5/18	will follow standard municipal procurement practices
Select contractor	3/1/18	3/15/18	will follow standard municipal procurement practices
BMP Construction	4/1/18	10/1/18	
Request DEP final inspection	11/1/18	12/1/18	
Submit Final Payment Package	1/15/19	2/1/19	will send in before 1/1/19 if possible

OTHER INFORMATION

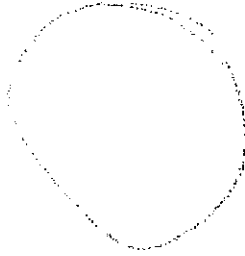
1. If the applicant is not the permittee where the BMP will be located, attach a letter from the permittee indicating support for the project.
2. Describe the applicant's experience in managing state or federal grant or loan projects.
 The City of Scranton has managed millions of dollars in state and federal grants and loans; some funding sources include the U.S. Department of Justice, the Pennsylvania Department of Transportation and the Pennsylvania Department of Community and Economic Development.
 The City establishes special cities accounts for easy tracking and auditing purposes of grant funding.
3. Identify project partners and their proposed involvement with the project. Partners can be any individual or group that has a non-financial commitment and that is not doing work under performance of a contract.
 Not Applicable
4. The project is proposed to take place on: Public Property Private Property
 If private property, attach written consent from the property owner(s).
5. Is the applicant an approved distressed municipality under Act 47, Financially Distressed Municipalities Act of 1987? Such a municipality must be listed on the Department of Community and Economic Development website to be eligible.
 Yes No
6. Specify operation and maintenance (O&M) activities for each BMP upon completion of the project, and the frequency such O&M activities should occur to assure continued pollutant reductions throughout the life of the BMP.
 see attached
7. Identify the responsible party for ongoing O&M following completion of the project and the mechanism to assure O&M activities will occur.
 City of Scranton
8. Identify any environmental permits that are required to allow the construction to proceed and the agency(ies) responsible for approval of those permits. Include permit application submissions in the Project Milestones section of this application.
 Not applicable

PROJECT BUDGET			
Category	Description	Funds Requested (\$)	Matching Funds (\$)
Administration	10% Contingency	15,575	
Architectural/Engineering Fees	Engineering Design/Inspection	26000	
Permits			
Construction			
Excavation/Aggregate	1,620 CY Excavation; 1300 CY Aggregate	107,100	
Drain Pipe, Inlet	6" Diameter Drain Pipe (480 LF); 12" Diameter Drain Pipe (110 LF); Type M Inlet	13550	
Permeable Pavement	3" depth; 1950 SY	35,100	
	TOTALS:	197,325	

CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

Maggie Perry	
Name (Type or Print Legibly)	Official Title
	March 2, 2017
Responsible Official Signature	Date



State of
County of

On this, the _____ day of _____
appeared

A. D. 1979, before me
the undersigned officer, personally

known to me, (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and
acknowledged that he executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

I Herby Certify, that the precise residence of the Granted MUNICIPAL
BUILDING, SCRANTON, PA 18503

Albert B. Mackay

Attorney for: Grantor

Commonwealth of Pennsylvania
4214 957 299

Mortgage Deed

Act 1909

From

BERNIE MULLIN, (WIDOW)

To

CITY OF SCRANTON

FILED FOR RECORD

FEB 15 12 06 PM '79

FEE \$ 00 STAMPS

STATE TAX

CITY OF SCRANTON
CITY HALL
SCRANTON, PA

Form No. 2500 Legal Book Entries, Lancaster, Pa.

Commonwealth of Pennsylvania
County of Lacka.

Recorded on this 15th day of Feb., A. D. 1979, in the
Recorder's Office of the said County in Deed Book Volume 968 Page 423-427
Given under my hand and the seal of the said Office, the date above written.

[Signature]
Recorder

BOOK 968 PAGE 423

This Deed,

Made the 9th day of FEBRUARY in the year of our Lord one thousand nine hundred and seventy-nine, (1979),

Between BERTHA MULLIN, (Widow), of the City of Scranton, County of Lackawanna, and State of Pennsylvania, Party of the First Part,
GRANTOR,

A N D

CITY OF SCRANTON, a Municipality organized and existing under the Laws of the Commonwealth of Pennsylvania, Party of the Second Part, GRANTEE,

Witnesseth, that in consideration of the Sum of ELEVEN THOUSAND FIVE-HUNDRED (\$11,500.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby grant and convey to the said Grantee, Its Successors and Assigns,

All that certain lot, piece or parcel of land situate, lying, and being in the 14th Ward of the City of Scranton, County of Lackawanna, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner on the Southeasterly side of North Main Avenue, distant forty and sixteen one-hundredths (40.16) feet Southwest from the Southerly corner of North Main Avenue and Price Street; THENCE in a Southeasterly direction along the line of lands of the Estate of Thomas Cosgrove, one hundred three and seventy-two one-hundredths (103.72) feet to a corner on the Northwesterly side of a private alley, said corner being distant forty (40) feet Southwest from the Southwesterly side of Price Street; THENCE in a Southwesterly direction along the Northwesterly side of said private alley, used in common by Lots Numbers 1, 2, 3, 4, 5, and 6 on the Plot of Lots laid out and platted by Conrad Schroeder, thirty (30) feet to a corner, the center of said Lot Number 4 on said Plot; THENCE in a Northwesterly direction, parallel with the line first above mentioned, and at right angles with the line last above mentioned, along the center line of Lot Number 4 of said Plot and along the line of lands of Dr. M. S. Bresch, one hundred six (106) feet to a corner on the Southeasterly side of North Main Avenue; and THENCE in a Northeasterly direction along the Southeasterly side of said North Main Avenue, thirty and twelve one-hundredths (30.12) feet to a corner, the place of beginning. BEING Lot Number 3 and the Northwesterly half of Lot Number 4 of Plot of Lots laid out by the said Conrad Schroeder.

EXCEPTING AND RESERVING, HOWEVER, to the legal and lawful owners thereof, all coal and other minerals beneath the surface of said lot, the same as they are excepted and reserved in former deeds constituting the chain of title.

BEING ALSO the same premises conveyed by Stanley Florey and Ruth Florey, his wife, to Samuel N. Mullin and Bertha Mullin, His Wife, by deed dated September 2, 1926, and recorded in the Office of the Recorder of Deeds in and for the County of Lackawanna in Deed Book Number 360, Page 456. Samuel N. Mullin, having since died, title vested in fee in the said Bertha Mullin, his widow, as surviving tenant by the entirety.

BOOK 968 PAGE 424

BOOK 968 PAGE 425

THIS DOCUMENT MAY NOT BE LOANED, COPIED, TRANSFERRED, INCLUDED OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

REALTY TRANSFER TAX
AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY
BOOK NUMBER 968
PAGE NUMBER _____
DATE RECORDED _____

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR A GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 6, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

SECTION I
(COMPLETE FOR ALL TRANSACTIONS)

Bertha Mullin 144 N. Main Ave. Scranton, PA
GRANTOR (S) ADDRESS ZIP CODE

City of Scranton Municipal Building Scranton, PA
GRANTEE (S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

144 N. Main Ave. Scranton, PA Lacka.
R.D. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ _____ HIGHEST ASSESSED VALUE \$ _____

FAIR MARKET VALUE \$ _____ REALTY TRANSFER TAX PAID \$ _____

TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW. This conveyance is made to the City of Scranton

in lieu of Condemnation.

IF THIS IS A TRANSFER FROM A STRAW, AGENT OR TRUST AGREEMENT, COMPLETE THE REVERSE SIDE.

SECTION II
(COMPLETE ONLY IF PROPERTY WAS SUBJECT TO LIEN OR MORTGAGE AT THE TIME OF TRANSFER)

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE ADDRESS
EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE ADDRESS
EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER ADDRESS
EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER ADDRESS

SECTION III
(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE _____ NAME ADDRESS TITLE
SUCCESSFUL BIDDER _____ NAME ADDRESS TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$
JUDGEMENT PLUS INTEREST	\$		
BID PRICE		\$	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
TOTAL	\$	\$	\$

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SHOWN AND SUBSCRIBED BEFORE ME THIS 15th DAY OF February 1977
Michael A. Conis
NOTARY PUBLIC

MY COMMISSION EXPIRES July 31 1977 BOOK 968 P.L. 427

ALL OF THE INFORMATION ENTERED ON BOTH SIDES OF THIS AFFIDAVIT IS TRUE, FULL AND COMPLETE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Bertha Mullin
 GRANTEE AGENT FOR GRANTEE
 GRANTOR AGENT FOR GRANTOR
 STRAW TRUSTEE

State of
County of

On this, the _____ day of _____, A.D. 1979, before me
appeared _____ the undersigned officer, personally

known to me, (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and
acknowledged that he executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

I Herby Certify, that the precise residence of the Grantee MUNICIPAL
BUILDING SCRANTON, PA

Albert B. Minkley

Attorney for City

Warranty Deed

6-214-960
300

Act 1909

From

PEO MARTIN FERRARIO and

ANGELA FERRARIO,
His Wife,

To

CITY OF SCRANTON

FILED FOR RECORD

FEB 15 12 07 PM '79

FEE \$0.00 STAMPS

STATE TAX

CITY OF SCRANTON
MUNICIPAL BLDG.
SCRANTON, PA.

Form No. 1580-Legal Blank Printer, Lancaster, Pa.

Commonwealth of Pennsylvania
County of Lacka. ss.

Recorded on this 15th day of Feb., A. D. 1979, in the
Recorder's Office of the said County in Deed Book Volume 968 Pages 428-432
Given under my hand and the seal of the said Office, the date above written.
Incl.

Albert B. Minkley Recorder

BOOK 968 P. 428

This Deed,

Made the 13th day of February in the year of our Lord one thousand nine hundred and seventy-nine, (1979),

Between PEO MARTIN FERRARIO and ANGELA FERRARIO, His Wife, of the Borough of Dunmore, County of Lackawanna, and State of Pennsylvania, Parties of the First Part, GRANTORS,

A N D

CITY OF SCRANTON, a Municipality organized and existing under the Laws of the Commonwealth of Pennsylvania, Party of the Second Part, GRANTEE,

Witnesseth, that in consideration of the Sum of Thirty-Eight Thousand Five-Hundred (\$38,500.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantors do hereby grant and convey to the said Grantee, Its successors, heirs and assigns.

All that certain lot, piece or parcel of land situate in the 14th Ward, City of Scranton, County of Lackawanna, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point, said point being the intersection of the Southeasterly right-of-way line of North Main Avenue and the Southwesterly right-of-way line of Price Street; THENCE along the Southwesterly right-of-way line of Price Street, South 46 degrees 29 minutes East One Hundred Forty-Two (142) feet to a point; said point being a Northerly corner of lands, now or formerly of Burton L. Greenwald; THENCE along said Greenwald lands and along lands now or formerly of Vincent Manzo, South 43 degrees 31 minutes West One Hundred (100) feet to a point;

THENCE South 46 degrees 29 minutes East Four and Thirty-Six One Hundredths (4.36) feet to a point on the Northwesterly side of Edwards Court; THENCE along Edwards Court South 49 degrees 57 minutes West twenty (20) feet to a point, said point being a Southerly corner of lands, now or formerly of Joseph F. Gimini; THENCE along said Joseph F. Gimini's lands North 46 degrees 29 minutes West One Hundred Fifty-Eight and Fourteen One Hundredths (158.14) feet to a point on the Southeasterly right-of-way line of North Main Avenue; THENCE North 45 degrees 57 minutes East, Fifty-three and Twenty-five One Hundredths (53.25) feet to a point, said point being a Westerly corner of lands, now or formerly of Samuel E. Mullen;

THENCE along said Samuel E. Mullen's lands the following courses and distances: South 46 degrees 29 Minutes East one hundred five (105) feet; North 43 degrees 31 Minutes East thirty (30) feet; North 46 degrees 29 Minutes West One Hundred Three and Seventy-two One Hundredths (103.72) feet to a point on the Southeasterly right-of-way line of North Main Avenue.

THENCE along said right-of-way line North 45 Degrees 57 Minutes East Forty and Sixteen One Hundredths (40.16) feet to the place of beginning.

This Description is according to a survey prepared by Charles Carey Kanavey, Registered Surveyor.

BOOK 988 PAGE 429

Regardless of the description hereinabove described, it is the intention of the Grantors herein to convey the entire premises that they acquired from the following deeds:

(1.) - Deed from Angelo Ferrario and Angelina Ferrario, His Wife, to Peo Martin Ferrario and Angela Ferrario, His Wife, dated January 24, 1957, and recorded in the Office of the Recorder of Deeds in and for the County of Lackawanna in Deed Book Number 544, Page 360.

(2.) - Deed from Edmund J. Thomas and Ruth T. Thomas, His Wife, to Peo Martin Ferrario and Angela Ferrario, His Wife, dated February 20, 1957 and recorded in the Office of the Recorder of Deeds of Lackawanna County in Deed Book Number 549, Page 42.

(3.) - Deed from West Side Bank to Peo Martin Ferrario and Angela Ferrario, His Wife, dated May 19, 1961 and recorded in the Office of the Recorder of Deeds in and for, the County of Lackawanna in Deed Book Number 582, Page 98.

(4.) - Deed from Saul Robert Bresch and David Landau, surviving executors of the Estate of Maximilian S. Bresch, Deceased, to Peo Martin Ferrario and Angela Ferrario, His Wife, dated May 19, 1961, and recorded in the Office of the Recorder of Deeds in and for, the County of Lackawanna in Deed Book Number 582, Page 99.

as well as the private alley referred to in the above recited deeds, which private alley, inter alia, has been conveyed to the City of Scranton by Deed of the Northeastern Bank of Pennsylvania dated January 15, 1979, and intended to be duly recorded.

BOOK 364 OF 439

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

And the said Grantors Will Warrant Generally

the property hereby conveyed

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
 in the presence of
Norm Yazinski
Norm Yazinski

Peo Martin Ferrario
Angela Ferrario

Commonwealth of Pennsylvania
County of Lackawanna

On this, the 13th day of FEBRUARY A. D. 1979, before me the undersigned Officer, personally appeared Peo Martin Ferrario and Angela Ferrario, His Wife, known to me (or satisfactorily proven) to be the person whose names subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Norm J. Yazinski
 Notary Public
 Title of Officer
 My commission expires June 15, 1981

Commonwealth of Pennsylvania
County of

On this, the _____ day of _____ A. D. 19____, before me the undersigned officer, personally appeared _____ known to me, (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

BOOK 968 PAGE 431

Title of Officer

REALTY TRANSFER TAX
 AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY
 BOOK NUMBER _____
 PAGE NUMBER _____
 DATE RECORDED _____

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR A GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 2, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

SECTION I
 (COMPLETE FOR ALL TRANSACTIONS)

Pro Martin Ferrario N. Main Ave. & Price St. Scranton, PA
GRANTOR (S) ADDRESS ZIP CODE

City of Scranton Municipal Building Scranton, PA
GRANTOR (S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

N. Main Ave. & Price St. Scranton, PA Tacka
R.O. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ _____ HIGHEST ASSESSED VALUE \$ _____

FAIR MARKET VALUE \$ _____ REALTY TRANSFER TAX PAID \$ _____

TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW.

This conveyance is made to the City of Scranton
in lieu of Condemnation.

IF THIS IS A TRANSFER FROM A STRAW, AGENT OR TRUST AGREEMENT, COMPLETE THE REVERSE SIDE.

SECTION II
 (COMPLETE ONLY IF PROPERTY WAS SUBJECT TO LIEN OR MORTGAGE AT THE TIME OF TRANSFER)

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE ADDRESS

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE ADDRESS

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER ADDRESS

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER ADDRESS

SECTION III
 (COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE
 SUCCESSFUL BIDDER NAME ADDRESS TITLE

	JUDGMENT PLUS PRICE LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$
JUDGMENT PLUS INTEREST	\$		\$
BID PRICE		\$	\$
FLOR RECORDED LIEN	\$	\$	\$
FLOR RECORDED MORTGAGE	\$	\$	\$
FLOR RECORDED MORTGAGE	\$	\$	\$
UNPAID REAL ESTATE TAXES	\$	\$	\$
WATER RENT DUE	\$	\$	\$
SEWAGE RENT DUE	\$	\$	\$
STAMP DUTY FEES	\$	\$	\$
OTHER COSTS, ETC.	\$	\$	\$
TOTAL	\$	\$	\$

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

KNOWN AND SUBSCRIBED BEFORE ME THIS 15th
 DAY OF February 1979

William A. Gomez
 NOTARY PUBLIC LOUISVILLE PA 432

MY COMMISSION EXPIRES July 31 1979

ALL OF THE INFORMATION ENTERED ON BOTH SIDES OF THIS AFFIDAVIT IS TRUE, FULL AND COMPLETE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

William A. Gomez
 GRANTEE AGENT FOR GRANTEE
 GRANTOR AGENT FOR GRANTOR
 STRAW TRUSTEE

Local Stormwater BMP Implementation Program
City of Scranton

Project Description

The City of Scranton has experienced economic prosperity and hardships of a “boom and bust” economy. With mining, textiles and a variety of other industries taking hold in the early part of the 20th century, Scranton grew rapidly in turn creating impervious surface and the need to continuously control runoff from rain and storm events to help protect local water quality and meet federal and state regulations.¹ The majority of the existing stormwater infrastructure within the City of Scranton was constructed before 1950 and both sewage waste and stormwater runoff are combined into one Combined Sewer System; an estimated 63% of Scranton’s sewers are combined with 37% considered Municipal Separate Storm Sewer System (MS4).² The MS4 system takes water runoff and directs it into surrounding rivers and streams which can create pollution problems for the river. When runoff crosses over parking lots and impervious pavement it picks up contaminants and the polluted stormwater is sent directly into the water body, in this case the Lackawanna River.³

By the 1960s much of Scranton’s industry had left the area and the City went into a recession. In 1992 Scranton was declared a “financially distressed” city under Pennsylvania Act 47; over 25 years later Scranton remains distressed, leaving limited resources available to

¹ University of Maryland- Environmental Finance Center, 22. The City of Scranton & Scranton Sewer Authority Stormwater Management (MS4 & CSO) System Review: A Phase One Assessment and Recommendation Report for Efficient Management & Sustainable Infrastructure, 2013.
https://efc.umd.edu/assets/lancaster_sw/stormwater/scranton_nfwf_report_october_31_2013_final_appendices.pdf

² Ibid, 15

³ Ibid, 15

manage the City's stormwater system. As the City grew over the years the stormwater system was expanded but not upgraded; currently the general fund allocations for stormwater programming are not adequate for the City to properly manage storm water in long terms. In addition the Lackawanna River is the largest point source of pollution in Chesapeake Bay; mostly due to the Old Forge borehole which discharges between 40 million and 100 million gallons of acid mine drainage per day⁴, the urban stormwater runoff is also a contributing factor to water quality problems.

Having an aging and neglected stormwater infrastructure and facing more stringent regulations, Scranton is left with the realization that collaboration and the utilization of additional funding sources is necessary in order to address water quality problems related to stormwater management. The City of Scranton, an approved distressed municipality with extensive experience in managing state and federal grants and loan projects, is an ideal candidate for funding through the DEP Local Stormwater BMP Implementation Program.

Scranton is requesting \$197,325 in funding to address the water quality problems associated with urban stormwater runoff in the Lackawanna River. This issue has been identified as contributing to the rivers' water quality problems in The City of Scranton & Scranton Sewer Authority Stormwater Management (MS4 & CSO) System Review: A Phase One Assessment and Recommendation Report for Efficient Management and Sustainable Infrastructure (2013) and the Lackawanna River Watershed TMDL Lackawanna, Luzerne, Susquehanna and Wayne Counties (PA DEP, 2005).

The funding will be used to remove 18,000 square feet of impervious pavement in the 100-200 blocks of North Main Avenue, to be replaced with pervious pavement. The result of this project will be sediment reductions in Nitrogen, 4.74 pounds per year, and Phosphorus, 0.85

⁴ <http://thetimes-tribune.com/news/old-forge-borehole-drains-mines-for-50-years-1.1421199>

pounds per year, in the stormwater runoff. This project will be maintained by the City of Scranton through the Pervious Pavement Operations & Maintenance Plan (see attached). The proposed project is recognized by the BMP Effectiveness Values Table, will result in structural on the ground BMP(s) and have been demonstrated to reduce the discharge of nutrient and/or sediment loads to surface waters.

Local Stormwater BMP Implementation Program
City of Scranton
Pollution Reductions

The proposed project, located in the 100-200 blocks of North Main Avenue, is primarily designed to address the water quality problems associated with urban stormwater runoff in the Lackawanna River. The project will consist of the removal of 18,000 square feet of impervious pavement and replacement with pervious pavement. The anticipated result is the reduction of 4.74 pounds of Nitrogen per year and .085 pounds of Phosphorus per year.

The sediment reduction will be the result of maintenance activities conducted by the City of Scranton. The sediment reduction estimates were determined by Donald J King, AICP, CFM-City Planner using an online estimator.

Pervious Pavement Operations & Maintenance Plan

Pervious pavement is a permeable pavement surface with an underlying stone reservoir that temporarily stores surface runoff before infiltrating into the subsoil or being collected in underlying drain pipes and being discharged off-site. There are many types of pervious pavement including plastic rings planted with grass, stone or concrete blocks with pore spaces backfilled with gravel or sand, porous asphalt, and porous concrete. Pervious pavement accepts only precipitation, not stormwater runoff. The following items shall be inspected and maintained as stated:

What to Look For

Structural Components, including surface materials, shall evenly infiltrate stormwater.

Clogged surface

Cracked or moving edge restraints

Cracked or loose pavement

What to Do

-Vacuum sweep at least twice a year.

-Powerwash annually or as needed. Do not use surfactants.

-Repair per manufacturer's recommendations

-Repair per manufacturer's recommendations

Vegetation includes surface cover and nearby plantings.

Large Shrubs and Trees

-Sweep leaf litter and sediment to prevent surface clogging and ponding.

-Prevent large root systems from damaging pavement.

-Manually remove weeds. Remove all plant debris.

Filter Medium

Aggregate loss in pavers from settling and from power washing, design.

-Replace paver pore space with aggregate from original

Maintenance Schedule:

Summer. Make necessary structural repairs.

Fall. Vacuum sweep.

Winter. Monitor infiltration rates.

Spring. Power wash with proper disposal. Vacuum sweep.

All Seasons: Weed as necessary.

Maintenance Records: Record date, description, and contractor (if applicable) for all structural repairs, landscape maintenance, and facility cleanout activities. Keep work orders and invoices on file and make available upon request of the inspector.

Access: Maintain ingress/egress to design standards.

Infiltration/Flow Control: All facilities shall not retain standing water during dry weather. Record time/date, weather, and site conditions when ponding occurs.

Pollution Prevention: All sites shall implement best management practices to prevent hazardous or solid wastes or excessive oil and sediment from contaminating stormwater. Contact dispatch for immediate assistance responding to spills. Record time/date, weather, and site conditions if site activities contaminate stormwater.





BUREAU OF ENGINEERING

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

**MUNICIPAL PARKING LOT
100-200 BLOCKS NORTH MAIN AVENUE
PERMEABLE PAVEMENT PROJECT
ESTIMATE OF PROBABLE COST**

<u>QUANTITY</u>	<u>ITEM</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1,950 SY	Permeable Pavement (3"Depth)	\$18.00/SY=	\$35,100.00
1,620 CY	Excavation	30.00/CY=	48,600.00
1,300 CY	Aggregate	45.00/CY=	58,500.00
480 LF	6" Diameter Drain Pipe	15.00/LF=	7,200.00
110 LF	12" Diameter Drain Pipe	35.00/LF=	3,850.00
1 EA	Type M Inlet	\$2,500.00/EA=	<u>2,500.00</u>
		Subtotal	\$155,750.00
		10% CONTINGENCY	<u>15,575.00</u>
			\$171,325.00
		ENGINEERING DESIGN/INSPECTION	26,000.00
		TOTAL	\$197,325.00



APPROVAL OF NPDES MS4 INDIVIDUAL PERMIT (IP) COVERAGE

UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) INDIVIDUAL PERMIT (IP) FOR STORMWATER DISCHARGES FROM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4s)

NPDES PERMIT NO: PAI132203

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Sections 1251 *et seq.* ("the Act") and Pennsylvania's Clean Streams Law, *as amended*, 35 P.S. Section 691.1 *et seq.*, the Pennsylvania Department of Environmental Protection (DEP) hereby approves coverage for an NPDES MS4 Individual Permit pursuant to the application submitted by:

APPLICANT(S) (NAME AND ADDRESS):

WATERSHED(S):

Scranton City
340 N Washington Avenue
Scranton, PA 18503

5-A

to discharge stormwater to surface waters of the Commonwealth.

This approval to discharge is made subject to DEP's enclosed Authorization to Discharge Under the NPDES Individual Permit for Discharges of Stormwater from Small MS4s. This Authorization is granted based, in part, on information provided by the permittee in the IP Application. The information provided by the person seeking the authorization, including all appendices, attachments, plans and supporting documentation, is incorporated by reference as a part of this Approval of NPDES MS4 IP Coverage and is enforceable as a condition of the authorization. If there is a conflict between the permit and the IP Application, including any appendices, attachments, plans and other supporting documentation, the more environmentally stringent provisions apply.

THIS PERMIT SHALL BECOME EFFECTIVE ON NOVEMBER 1, 2014

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON OCTOBER 31, 2019

OR UPON TERMINATION OF THIS PERMIT IN WRITING BY DEP. TO CONTINUE DISCHARGING AFTER THE EXPIRATION DATE FOR COVERAGE UNDER THIS INDIVIDUAL PERMIT, AN ADMINISTRATIVELY COMPLETE AND ACCEPTABLE APPLICATION MUST BE RECEIVED BY DEP NO LATER THAN 180 DAYS PRIOR TO THE COVERAGE EXPIRATION DATE. (SEE ITEM #6 ON PAGE 1 OF THE AUTHORIZATION TO DISCHARGE FOR FURTHER INFORMATION).

DATE PERMIT ISSUED October 9, 2014

ISSUED BY Michael J. Brunamonti, P.E.
Clean Water Program Manager
Northeast Regional Office



AUTHORIZATION TO DISCHARGE

UNDER THIS NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) INDIVIDUAL PERMIT (IP) FOR DISCHARGES OF STORMWATER FROM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4s)

GENERAL PROVISIONS:

Dischargers of stormwater from regulated small MS4s, as defined in 40 CFR § 122.26(b)(16), are required under the federal stormwater regulations (40 CFR Part 122) and state regulations incorporating those federal requirements by reference (25 Pa. Code § 92a.3), to submit an application and obtain a National Pollutant Discharge Elimination System (NPDES) permit to discharge stormwater into surface waters of the Commonwealth of Pennsylvania.

This Individual Permit (IP) authorizes stormwater discharges subject to the provisions of the Clean Water Act, 33 U.S.C. Sections 1251 *et seq.*, Pennsylvania's Clean Streams Law, *as amended*, 35 P.S. Sections 691.1 *et seq.*, and 25 Pa. Code Chapter 92a.

Municipalities operating under this permit have been either automatically designated as regulated by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 122.32(a)(1) or designated as regulated by DEP under 40 CFR § 122.32(a)(2).

This authorization to discharge stormwater is subject to the terms and conditions set forth in Parts A, B and C herein. This permit authorizes discharges from regulated small MS4s, as defined herein, to surface waters of the Commonwealth, when such discharges are composed entirely of stormwater as defined in this Individual Permit, except as otherwise provided herein. The permittee is required to submit reports to document the implementation of the Stormwater Management Program (SWMP), as set forth in Appendix A hereto, designed to reduce the discharge of pollutants from the regulated small MS4 to the Maximum Extent Practicable (MEP); and when required, progress with the development, submission to DEP for approval, and activity to ensure implementation of an MS4 Total Maximum Daily Load (TMDL) Plan consistent with applicable Wasteload Allocations (WLAs) in an approved TMDL; and when required, progress with the development, submission to DEP for approval, and ensuring implementation of a Chesapeake Bay Pollutant Reduction Plan.

THE AUTHORITY GRANTED BY THIS INDIVIDUAL PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. When an NPDES MS4 Individual Permit is issued to an owner or operator of a regulated small MS4 otherwise subject to a General Permit, the applicability of the General Permit to said regulated small MS4 is automatically terminated on the effective date of the Approval of Coverage for this NPDES MS4 Individual Permit.
2. This Individual Permit may be modified or revoked and reissued by DEP.
3. An application for renewal of coverage under this Individual Permit shall be received by DEP at least 180 days prior to the Expiration Date on the Approval of Individual Permit Coverage (unless written permission has been granted by DEP for submission at a later date). A request for renewal of coverage must be made using an application form provided by DEP.
4. Permittees who submit a timely renewal application in accordance with paragraph 3 may continue to operate pursuant to the terms and conditions of this permit until the Approval of Coverage under the renewal permit becomes effective.
5. For those portions of the permittee's regulated small MS4 that are located in, or discharge to, Waters of the Commonwealth, including wetlands, that have an existing or designated use that qualifies as either "High Quality Waters" or "Exceptional Value Waters" under 25 Pa. Code Chapter 93 of DEP's regulations, the permittee shall not authorize stormwater discharges from any new development or redevelopment into that portion of the regulated small MS4 until the person proposing the discharges demonstrates that appropriate measures will be implemented to ensure that the discharges will not cause or contribute to degradation of the quality of those receiving waters.
6. DEP will publish a notice in the *Pennsylvania Bulletin* of the draft renewal Individual Permit. After a comment period specified in the notice of draft Individual Permit, a notice that the final renewal Individual Permit was issued will be published in the *Pennsylvania Bulletin*.

7. No condition of this Individual Permit shall release the permittee from any responsibility or requirements under other federal or Pennsylvania environmental statutes or regulations.
8. Timely submission of the application and, if applicable, the MS4 TMDL Plan.
9. Permittees may implement a local or tribal Qualifying Local Program (QLP) pursuant to 40 CFR 122.44(s) under this Individual Permit. Permittees wishing to propose a QLP must submit complete documentation of the proposed QLP for review and approval by DEP.
10. The permittee agrees to fully implement and enforce to the MEP the SWMP (outlined in Part A, Section 2 below, and detailed in Appendix A); and if required, an MS4 TMDL Plan (outlined in Part C below), consistent with the assumptions and requirements of any applicable Waste Load Allocation (WLA) defined in approved TMDLs, that is designed to reduce the discharge of pollutants from the permittee's regulated small MS4 to meet applicable requirements, to protect water quality, and to satisfy the appropriate water quality requirements of the federal Clean Water Act, the Pennsylvania Clean Streams Law, and regulations promulgated thereto.

INDIVIDUAL PERMIT ELIGIBILITY:

This Individual Permit authorizes the discharge of stormwater from regulated small MS4s defined at 40 CFR §122.26(b)(16). This includes small MS4s designated as regulated under 40 CFR §122.32(a)(1) and 40 CFR §122.32(a)(2). The operator of the regulated small MS4 is eligible to discharge under this Individual Permit if all of the following conditions are met:

1. The regulated MS4 is not large or medium MS4s as defined in 40 CFR §122.26(b)(4) or (7);
2. The regulated small MS4 is located fully or partially in an Urbanized Area (UA) as determined by the latest Decennial Census by the Bureau of Census at the time an administratively complete and acceptable application for an Individual Permit is submitted to DEP;
3. The permittee submits an administratively complete and acceptable application and obtains written authorization from the DEP.
4. The regulated small MS4 does not, and shall not, discharge hazardous pollutants, toxics or any other substance which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or contribute to an increase in mortality or morbidity in either an individual or the total population or pose a substantial present or future hazard to human health or the environment when discharged into waters of the Commonwealth.

INDIVIDUAL PERMIT COVERAGE AND LIMITATIONS:

1. The following are authorized discharges:
 - a. Stormwater discharges. This permit authorizes stormwater discharges to surface waters of the Commonwealth from regulated small MS4s, except as excluded in Section 2 below.
 - b. Non-stormwater discharges. The following categories of non-stormwater discharges or flows are authorized by this permit unless the permittee or DEP has identified them as significant contributors of pollutants to the regulated small MS4 or its discharges:
 - i. discharges or flows from fire fighting activities;
 - ii. discharges from potable water sources including dechlorinated water line and fire hydrant flushing;
 - iii. irrigation water and landscape drainage;
 - iv. diverted stream flows;
 - v. uncontaminated pumped ground water;
 - vi. uncontaminated water from foundation and footing drains;
 - vii. air conditioning condensation;
 - viii. springs;

- ix. water from crawl space pumps;
- x. water from lawn watering;
- xi. individual residential car washing;
- xii. flows from riparian habitats and wetlands; and
- xiii. dechlorinated swimming pool discharges. (clean, no filter backwash)

2. Limitations on Coverage: This permit does not authorize any of the following:

- a. Discharges that are mixed with sources of non-stormwater unless such non-stormwater discharges are in compliance with a separate NPDES permit, or are determined not to be a significant contributor of pollutants to surface waters of the Commonwealth (as per section 1(b) herein).
- b. Stormwater discharges associated with industrial activity as defined in 40 CFR §122.26(b)(14)(i)-(ix) and (xi).
- c. Stormwater discharges associated with construction activity as defined in 40 CFR §122.26(b)(14)(x) or 40 CFR §122.26(b)(15).
- d. Stormwater discharges currently covered under another NPDES permit.
- e. Discharges that contain hazardous pollutants, toxics or any other substance which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or contribute to an increase in mortality or morbidity in either an individual or the total population or pose a substantial present or future hazard to human health or the environment when discharged into waters of the Commonwealth.
- g. MS4 systems where any portion of the discharges would be to impaired waters with an applicable and approved TMDL wasteload allocation (WLA) unless the permittee has an approved MS4 TMDL Plan.
- h. Discharges that are not, or shall not be, in compliance with the terms or conditions of this permit.
- i. Discharges where the applicant has failed and continues to fail to comply, or has shown a lack of ability or intention to comply, with a regulation, permit, schedule of compliance, or order issued by DEP.
- j. Discharges that do not, or shall not, result in compliance with applicable effluent limitations or water quality standards.
- k. Discharges that may adversely affect a Pennsylvania or federal endangered or threatened species, or its critical habitat.
- m. Discharges from an MS4 where an NPDES permit has been terminated or denied.

PART A

STORMWATER MANAGEMENT PROGRAM (SWMP)

The Stormwater Management Program is contained at Appendix A hereto, which is incorporated by reference herein. The SWMP that you submitted with your application for each of the six (6) MCMs may be either DEP's program or your own alternative program. If you prepared and submitted your own program for any of the MCMs, your program must be at least as protective of water quality as the program in DEP's version of Appendix A. You must implement, enforce and report on such activities related to the approved Stormwater Management Program in Appendix A which is designed to reduce the discharge of pollutants from your regulated small MS4 to the Maximum Extent Practicable (MEP), to protect water quality, and to satisfy the appropriate water quality requirements of the federal Clean Water Act, the Pennsylvania Clean Streams Law, and regulations promulgated thereto.

This permit requires enactment and implementation of one of the following: (1) adoption of an MS4 Stormwater Management Ordinance; (2) adoption of an Ordinance from an applicable Act 167 Stormwater Management Plan approved by DEP in 2005 or later; or (3) an ordinance(s) that satisfies all applicable requirements in a completed and signed MS4 Stormwater Management Ordinance Checklist.

1. DEFINITIONS

Applicant: Refers to the owner or operator of a regulated small municipal separate storm sewer system (MS4) seeking to discharge under, and pursuant to, the terms of this permit.

Best Management Practices (BMPs): Schedules of activities, prohibitions of practices, structural controls (e.g., infiltration trenches), design criteria, maintenance procedures, and other management practices to prevent or reduce pollution to the waters of the Commonwealth. BMPs include Erosion and Sedimentation Control Plans, Post Construction Stormwater Management Plans, MS4 TMDL Plans, Stormwater Management Act Plans, and other treatment requirements, operating procedures and practices to control runoff, spillage or leaks, sludge or waste disposal, drainage from raw material storage, and methods to reduce pollution, to recharge groundwater, to enhance stream base flow and to reduce the threat of flooding and stream bank erosion.

Better Site Design (BSD): An approach to residential and commercial development that, when properly conducted, can simultaneously reduce pollutant loads, conserve natural areas, save money, and increase property values. BSD promotes three main goals for new development sites: (1) to reduce the amount of impervious cover, (2) to increase the amount of natural lands set aside for conservation, and (3) to better integrate stormwater treatment systems on-site. Green Infrastructure techniques like green roofs, rain gardens, and vegetated swales can be used in BSD to manage stormwater runoff and increase the amount of local green space. Also, reducing the overall scale of streets, driveways, setbacks, parking spaces, and lot sizes are effective methods of reducing impervious cover.

<http://cfpub.epa.gov/npcdes/greeninfrastructure/information.cfm#glossary>

Clean Water Act (CWA): The Federal Water Pollution Control Act, also known as the Clean Water Act (CWA), as amended, 33 U.S.C. §§ 1251, et. seq.

Control Measure: As used in this permit refers to any BMP in the MS4 Stormwater Management Program, the MS4 TMDL Plan or any other method used to prevent or reduce the discharge of pollutants to waters of the Commonwealth.

Consistent with the TMDL: Implementing measures as soon as practicable to make measurable progress in substantially reducing the applicable pollutant loads specified in the applicable WLA of the TMDL, and ultimately achieving the pollutant reductions required in the WLA through implementation of measures in accordance with an implementation timeline contained in the MS4 TMDL Plan.

Department: The Department of Environmental Protection (DEP)

Designated uses: Those uses specified in 25 Pa. Code §§ 93.4(a) and 93.9a – 93.9z for each waterbody or segment whether or not they are being attained.

Director: The Secretary of the Department of Environmental Protection or any authorized employee thereof.

Dry Weather: For required outfall inspections, dry weather is a continuous time interval without stormwater producing events that immediately follows an initial 48 hour period with no stormwater producing events. (NOTE: For additional information regarding dry weather, see Chapter 11 of *Illicit Discharge Detection and Elimination: A Guidance Manual for Program Development and Technical Assessments* [CWP, October 2004], <http://cfpub.epa.gov/NPDES/stormwater/ldde.cfm>.)

Existing uses: Those uses actually attained in the waterbody on or after November 28, 1975, whether or not they are included in the water quality standards.

Illicit Connection: Any physical connection to a separate stormwater drainage system that conveys illicit discharges into the system and/or is not authorized or permitted by the local authority.

Illicit Discharge: Any discharge (or seepage) to a municipal separate storm sewer that is not composed entirely of stormwater. This does not refer to discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the regulated small MS4); certain allowable non-stormwater discharges described in the EPA regulations, NPDES MS4 permit or the MS4 permittee's ordinance; and discharges resulting from fire fighting activities. Examples of illicit discharges include dumping of motor vehicle fluids, household hazardous wastes, grass clippings, leaf litter, animal wastes, or unauthorized discharges of sewage, industrial waste, restaurant wastes, or any other non-stormwater waste into a separate stormwater drainage system. Illicit discharges can be accidental or intentional.

Load Allocation (LA): The portion of a surface water's loading capacity that is assigned or allocated to existing and future nonpoint sources and natural quality (25 Pa Code § 96.1).

Low Impact Development (LID): A set of site design approaches and small-scale stormwater management practices that promote the use of natural systems for infiltration, evapotranspiration, and reuse of rainwater. LID can be applied to new development, urban retrofits, and revitalization projects. LID utilizes design techniques that infiltrate, filter, evaporate, and store runoff close to its source. Rather than rely on costly large-scale conveyance and treatment systems, LID addresses stormwater through a variety of small, cost-effective landscape features located on-site. <http://cfpub.epa.gov/npdes/greeninfrastructure/information.cfm#glossary>

Maximum Extent Practicable (MEP): A technology-based discharge standard established in the CWA at §402(p)(3)(B)(iii) that requires NPDES MS4 permittees to optimize reductions in stormwater pollutants on a location-by-location basis by minimizing pollutant loads in stormwater discharges and maximizing technically achievable and cost-effective water quality improvements. MEP as used in this program also includes the requirement under the Pennsylvania Clean Streams Law to prevent pollution from changes in stormwater rate, volume, and temperature associated with alteration of the land. The MEP standard requires the development, implementation, and enforcement of measures including BMPs, control techniques, system design, engineering methods, and other provisions that DEP determines to be appropriate for the control of such pollutants. MEP is an iterative, dynamic, flexible standard that the permittee shall evaluate and update continuously, as necessary, to better tailor or expand the program based on its effectiveness in reducing pollutant discharge load.

Measurable Goals: Best Management Practice design objectives or goals that quantify the progress of program implementation and the performance of the chosen BMPs. They are objective markers or milestones that can be used to track the progress and effectiveness of BMPs in reducing pollutants to the MEP.

Municipal Separate Storm Sewer: A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains), which is all of the following:

- (1) owned or operated by a state, city, town, borough, township, county, district, association or other public body (created under state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater or other wastes,
- (2) designed or used for collecting or conveying stormwater,
- (3) not a combined sewer, and
- (4) not part of a Publicly Owned Treatment Works as defined at 40 CFR § 122.2.

Municipal Separate Storm Sewer System (MS4): All separate storm sewers that are defined as "large" or "medium" or "small" municipal separate storm sewer systems pursuant to 40 CFR §§ 122.26(b)(18), or designated as regulated under 40 CFR § 122.26(a)(1)(v).

Municipality: Any county, city, borough, town, township, school district, or any institution or any authority created by one or more of the aforementioned.

MS4 TMDL Plan: A plan that is required for a regulated small MS4 that discharges stormwater into a waterbody with an approved applicable wasteload allocation (WLA) in a TMDL. The MS4 TMDL Plan shall detail measures that will be implemented to make measurable progress in substantially reducing the applicable pollutant loads specified in the applicable WLA of the TMDL, as soon as practicable, consistent with the TMDL. In addition, the MS4 TMDL Plan shall include a timeline, with milestones, that specifies when the pollutant load reductions set forth in the WLA will be attained. Implementation of the MS4 TMDL Plan may be phased, in accordance with the timeline, and can be adaptive, iterative and dynamic. The MS4 TMDL Plan shall be evaluated and updated by the permittee continuously, as necessary. The term "implement" includes any action that may be necessary for the permittee to ensure the proper operation and maintenance of all pollutant control measures identified in, or associated with, the MS4 TMDL Plan.

National Pollutant Discharge Elimination System (NPDES): A permit issued under 25 Pa. Code Chapter 92a (relating to National Pollutant Discharge Elimination System permitting, monitoring and compliance) for the discharge or potential discharge of pollutants from a point source to surface waters.

New Permittee: Any municipality that has been designated as a regulated small MS4 and has not previously obtained coverage under PAG-13 or obtained an Individual NPDES MS4 Permit.

NOI: The Notice of Intent for Coverage under the NPDES General Permit for Discharges from Small Municipal Separate Storm Sewer Systems.

Non-structural BMP: Actions that involve management and source controls such as: (1) Policies and ordinances that provide requirements and standards to direct growth to identified areas, protect areas such as wetlands and riparian areas, maintain and/or increase open space, provide buffers along waterbodies, minimize impervious surfaces, and minimize disturbance of soils and vegetation; (2) policies or ordinances that encourage infill development in higher density urban areas, and areas with existing storm sewer infrastructure; (3) education programs for developers and the public about minimizing water quality impacts; (4) other measures such as minimizing the percentage of impervious area after development, use of measures to minimize directly connected impervious areas, and source control measures often thought of as good housekeeping, maintenance, and spill prevention.

Outfall: A "Point Source", as that term is defined herein, where an MS4 discharges stormwater to other surface waters of this Commonwealth. This does not include open conveyances connecting two (2) municipal separate storm sewers, or pipes, tunnels or other conveyances which connect segments of the same stream and are used to convey waters of the Commonwealth.

Owner or operator: The owner or operator of any "facility" or "activity" subject to regulation under the NPDES program.

Permittee: Refers to the owner or operator of a regulated small municipal separate storm sewer system seeking to discharge under, and pursuant to, the terms of this Permit, and thereby agreeing to fully comply with all terms set forth therein. Permittees assume all responsibility for meeting conditions of coverage under this Permit.

Point Source: As defined by 25 Pa. Code § 92a.2, which is any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated aquatic animal production facility, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft, from which pollutants are or may be discharged.

Pollutant: Any contaminant or other alteration of the physical, chemical, biological, or radiological integrity of surface water which causes or has the potential to cause pollution as defined in section 1 of The Clean Streams Law, 35 P.S. § 691.1.

Pollution: Shall be construed to mean contamination of any waters of the Commonwealth such as will create or is likely to create a nuisance or to render such waters harmful, detrimental or injurious to public health, safety or welfare, or to domestic, municipal, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life, including but not limited to such contamination by alteration of the physical, chemical or biological properties of such waters, or change in temperature, taste, color or odor thereof, or the discharge of any liquid, gaseous, radioactive, solid or other substances into such waters. The department shall determine when a discharge constitutes pollution, as herein defined, and shall establish standards whereby and wherefrom it can be ascertained and determined whether any such discharge does or does not constitute pollution as herein defined (The Clean Streams Law, 35 P.S. § 691.1).

Regulated Small MS4: Any small MS4 that is covered by the federal Phase II stormwater program, either through automatic nationwide designation under 40 CFR § 122.32(a)(1) (via the Urbanized Area criteria) or by designation on a case-by-case basis by DEP pursuant to 40 CFR § 122.32(a)(2). "Regulated small MS4s" are a sub-set of "small MS4s."

Riparian Forest Buffer (Riparian Buffer): An area of permanent vegetation consisting of native trees, shrubs, forbs and grasses along surface water that is maintained in a natural state or sustainably managed to protect and enhance water quality, stabilize stream channels and banks, and buffer land use activities from surface waters.

Section 303(d) Listed Waters: Stream segments placed on a list when, based on existing and readily available data and/or information, the technology-based effluent limitations required by the federal Clean Water Act, more stringent effluent limitations, and other pollution control requirements are not sufficient to implement an applicable water quality standard and a TMDL is needed.

Small Municipal Separate Storm Sewer System (Small MS4): All separate storm sewers that are:

- (1) Owned or operated by the United States, a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity.
- (2) Not defined as "large" or "medium" municipal separate storm sewer systems pursuant to 40 CFR §§122.26(b)(4) and (7), or designated under 40 CFR § 122.26(a)(1)(v).
- (3) This term includes systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospitals or prison complexes, and highways and other thoroughfares.

Storm Sewershed: The catchment area that drains into the storm sewer system based on the surface topography in the area served by the storm sewer.

Stormwater: Runoff from precipitation, snow melt runoff and surface runoff and drainage. "Stormwater" has the same meaning as "Storm Water."

Stormwater Management Program (SWMP): A comprehensive program prepared by the applicant and approved by DEP to manage the quality of stormwater discharged from the municipal separate storm sewer system. Permittees are required to develop, implement and enforce a SWMP designed to reduce the discharge of pollutants from the regulated small MS4s to the MEP, to protect water quality and quantity, and to satisfy the appropriate water quality requirements of the Pennsylvania Clean Streams Law and the CWA and regulations promulgated thereto. The permittee is required to implement the SWMP attached as Appendix A hereto.

Structural BMP: Storage practices including, but not limited to, wet ponds and extended-detention outlet structures; filtration practices such as grassed swales, sand filters and filter strips; and infiltration practices such as infiltration basins and infiltration trenches.

Surface Waters: Perennial and intermittent streams, rivers, lakes, reservoirs, ponds, wetlands, springs, natural seeps and estuaries, excluding water at facilities approved for wastewater treatment such as wastewater treatment impoundments, cooling water ponds and constructed wetlands used as part of a wastewater treatment process.

Total Maximum Daily Load (TMDL): The sum of individual wasteload allocations for point sources, load allocations for nonpoint sources, a margin of safety, and natural background. TMDLs can be expressed in terms of mass per time, toxicity or other appropriate measures.

Urbanized Area (UA): Land area comprising one or more places (central place(s)) and the adjacent densely settled surrounding area (urban fringe) that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile, as defined by the United States Bureau of the Census and as determined by the latest available decennial census. The UA outlines the extent of automatically regulated areas. UA maps are available at: <http://www.epa.gov/npdes/stormwater/urbanmaps> or at: <http://www.epa.gov/enviro/html/em/index.html>

Wasteload Allocation (WLA): The portion of a surface water's loading capacity that is allocated to existing and future point source discharges.

Water Quality Criteria: Numeric concentrations, levels or surface water conditions that need to be maintained or attained to protect existing and designated uses.

Water Quality Standards: The combination of water uses to be protected and the water quality criteria necessary to protect those uses.

Waters of the Commonwealth: Any and all rivers, streams, creeks, rivulets, impoundments, ditches, water courses, storm sewers, lakes, dammed water, ponds, springs and all other bodies or channels of conveyance of surface and underground water, or parts thereof, whether natural or artificial, within or on the boundaries of this Commonwealth.

2. EFFLUENT LIMITATIONS AND OTHER REQUIREMENTS FOR THIS INDIVIDUAL PERMIT

- a. The permittee shall implement, enforce and report on the Stormwater Management Program (SWMP) as set forth in Appendix A hereto, designed to reduce the discharge of pollutants from the regulated small MS4s to the MEP, to protect water quality and quantity, and to satisfy the appropriate water quality requirements of the Clean Water Act, the Pennsylvania Clean Streams Law, and regulations promulgated thereto.
- b. The SWMP shall include Best Management Practices (BMPs) to comply with the following six (6) Minimum Control Measures (MCMs) in the following areas:
 1. Public Education and Outreach on Stormwater Impacts
 2. Public Involvement/Participation
 3. Illicit Discharge Detection and Elimination
 4. Construction Site Stormwater Runoff Control
 5. Post-Construction Stormwater Management (PCSM) in New and Re-Development Activities
 6. Pollution Prevention/Good Housekeeping for Municipal Operations

- c. The SWMP as set forth in Appendix A of this permit contains the approved approach for satisfying each of the six (6) MCMs. The SWMP in Appendix A describes each MCM including BMPs and measurable goals.
- d. New permittees shall enact and implement within the first year of permit coverage, one (1) of the appropriate MS4 Stormwater Management Ordinances; an Ordinance from an applicable Act 167 Stormwater Management Plan approved by DEP in 2005 or later; or an ordinance(s) that satisfies all applicable requirements in a completed and signed MS4 Stormwater Management Ordinance Checklist. The permittee must satisfy these requirements in accordance with the information provided by the permittee in the permit application.

Renewal permittees must continue to maintain, update, implement, and enforce a Stormwater Management Ordinance that satisfies all applicable requirements.

- e. The permittee shall ensure that its SWMP, including its stormwater management ordinance(s), is designed to prevent increased loadings of pollutants and to not cause or contribute to a violation of water quality standards by any discharges from its regulated small MS4s (40 CFR 122.4(i), 40 CFR 122.44(d)(1), and 25 Pa. Code Chapters 91-97, 102, and 105).
- f. The permittee shall develop and maintain adequate legal authorities to implement all parts of this permit, including the SWMP attached as Appendix A hereto.
- g. The permittee shall maintain adequate funding and staffing to implement and manage all provisions of the attached SWMP.
- h. Sharing responsibility
 1. Implementation of one (1) or more of the minimum control measures may be shared with another entity, or the other entity may fully take over implementation of the measure. Because the permittee is responsible for meeting all permit conditions regardless of its delegations to other entities, the permittee should take steps to ensure that:
 - i. The other entity, in fact, implements the control measures in the regulated small MS4 area;
 - ii. The particular control measures as implemented by the other entity, or components of control measures, are at least as protective of water quality as the corresponding permit requirement.
 - iii. The other entity agrees to implement the control measures on behalf of the permittee. The agreement between the parties shall be documented in writing and retained by the permittee consistent with the record keeping requirements for this permit.

2. The permittee shall perform reasonable oversight and the permittee remains responsible for compliance with the obligations of this permit if any other entity fails to implement any of the control measures (or any components thereof).
- i. The permittee shall submit reports to DEP as described in Part B, Section 3.d. below.

PART B
STANDARD CONDITIONS

1. RESPONSIBILITIES

- a. **Duty to Comply.** The permittee shall comply with all terms and conditions of this permit. Any permit non-compliance constitutes a violation of the Pennsylvania Clean Streams Law and the federal Clean Water Act and is grounds for enforcement action, permit termination, revocation and reissuance, modification or denial of a permit or permit renewal. Financial distress does not relieve the permittee of the terms and conditions of this permit.
- b. **Penalties for Violations of Permit.** The permittee may be subject to criminal and/or civil penalties for violations of the terms and conditions of this permit under Section 602 and 605 of the Clean Streams Law, 35 P.S. Sections 691.602 and 691.605, and under the Clean Water Act as specified in 40 CFR Sections 122.41(a)(2) and (3).
- c. **Need to Halt or Reduce Activity Not a Defense.** The permittee may not use as a defense in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the conditions of this permit.
- d. **Penalties and Liability.** Nothing in this permit may be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the CWA (33 U.S.C. §1321) or Section 106 of the Comprehensive Environmental response, Compensation, and Liability Act, 42 U.S.C. § 9606.
- e. **Periodic report (periodic reports, periodically report):** First term permittees and all permittees with any portion of a regulated small MS4 discharging stormwater into the Chesapeake Bay Watershed shall submit all required information in annual reports. Renewal permittees with no portion of a regulated small MS4 discharging stormwater into the Chesapeake Bay Watershed shall provide all required information in periodic progress reports submitted in permit years one (1), three (3), and with the renewal application (or renewal NOI for PAG-13) in year five (5) (also see Part B.3.d).
- f. **Property Rights.** The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.
- g. **Severability.** The provisions of this permit are severable. If any provision of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.
- h. **Other Laws.** Nothing in this permit may be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority preserved by Section 510 of the Clean Water Act.
- i. **Right of Entry.** Pursuant to Sections 5(b) and 305 of the Pennsylvania Clean Streams Law (35 P.S. §§ 691.5(b) and 691.305), 25 Pa. Code Chapter 92a, section 1917-A of the Administrative Code, section 308 of the CWA and 40 CFR § 122.41 (i), the permittee shall allow an authorized representative of the Environmental Protection Agency (EPA) or DEP, upon the presentation of credentials and other documents, as may be required by law, to:
 - i. Enter upon the permittee's premises where a regulated activity is located or conducted or where records must be kept under the conditions of this permit;
 - ii. Have access to and copy at reasonable times, any records that must be kept under the terms and conditions of this permit;
 - iii. Inspect any facilities or equipment (including monitoring and control equipment), practices or operations regulated or required under this permit;
 - iv. Sample or monitor any substances or parameters, including the discharge of stormwater, at any location within the regulated small MS4.

- j. **Penalties for Falsification of Reports.** Section 309(c)(4) of the Clean Water Act provides that any person who knowingly makes any false material statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than two (2) years or by both. In addition, criminal sanctions are set forth for false swearing and unsworn falsification at 18 Pa. C.S. §§ 4903-4904.
- k. **Penalties for Falsification of Monitoring Systems.** The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by fines and imprisonment described in Section 309 of the Clean Water Act. In addition, criminal sanctions are set forth for false swearing and unsworn falsification at 18 Pa. C.S. §§ 4903-4904.
- l. **Test Procedures.** With the exception of the field screening conducted under the Illicit Discharge Detection and Elimination (IDDE) measure, wherever monitoring or sampling may be required, it shall be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in the Authorization to Discharge or have been approved by DEP in writing.
- m. **Removed Substances.** Solids, sludge, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters or drinking water, implementation of BMPs, or operating or maintaining the regulated small MS4, shall be managed and disposed of in accordance with the requirements of the Solid Waste Management Act, 35 P.S. § 6018.101, *et seq.*, and the Clean Streams Law, 35 P.S. §§ 691.1 *et seq.*, and in a manner such as to prevent any pollutant in such materials from adversely affecting the environment.
- n. **BMP Implementation and Facilities Construction, Operation, and Maintenance.** The permittee shall properly design, build, operate, and maintain all facilities and systems of treatment and control, including BMPs and any stormwater pollution prevention or management plans, which are installed or used by the permittee to achieve compliance with the conditions of this permit. The permittee shall ensure that BMPs are planned, designed, implemented, and maintained to minimize or eliminate the impacts of stormwater runoff to the maximum extent practicable (MEP) for BMPs associated with the Stormwater Management Program and to reduce the discharge of pollutants consistent with applicable TMDLs for BMPs associated with approved MS4 TMDL Plans. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures and requires the operation of backup or auxiliary facilities, BMPs, or similar systems, installed or implemented by a permittee only when necessary to achieve compliance with the conditions of this permit.
- o. **Adverse Impact.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.
- p. **Monitoring Requirement.** DEP may require monitoring of an individual discharge as may be reasonably necessary in order to characterize the nature, volume or other attributes of that discharge or its sources. If the permittee is required to develop, submit to DEP for approval, and ensure implementation of an MS4 TMDL Plan pursuant to Condition C.1. herein, the permittee shall conduct monitoring of the BMPs and other measures undertaken pursuant to such section in order to demonstrate that measurable progress toward meeting the pollutant load reductions is being achieved consistent applicable waste load allocations in approved TMDLs.

2. MANAGEMENT REQUIREMENTS

a. **Permit Modification, Termination, or Revocation and Reissuance**

1. This permit may be modified, suspended, revoked, reissued, or terminated during its term for any of the causes specified in 25 Pa. Code Chapters 92a and 102, as applicable.
2. The filing of a request by the permittee or co-permittee for a permit or coverage modification, revocation, reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not eliminate any existing permit conditions.
3. Permit modification or revocation shall be conducted according to 25 Pa. Code Chapters 92a and 102, as applicable.

b. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information that DEP may request to determine whether cause exists for modifying, revoking and reissuing, terminating, or determining compliance with, this permit.
2. The permittee shall furnish to DEP, upon request, copies of records that are required to be kept under the conditions of this permit.
3. When the permittee becomes aware of a failure to submit any relevant facts, of the existence of incorrect information in the permit application, or in any other report to DEP, the permittee shall promptly submit documents to correct such facts or information.
4. The permittee shall give advance notice to DEP of any planned physical alterations or additions to the regulated small MS4 which could, in any way, substantially affect the quality and/or quantity of stormwater discharged from the regulated small MS4.

- c. Operation and Maintenance Requirements.** The Stormwater Management Program (Appendix A), MS4 stormwater management ordinance(s), and MS4 TMDL Plan, if required, shall include provisions to ensure that proper operation and maintenance is performed on all stormwater BMPs and all pollutant reduction BMPs that discharge through the regulated small MS4. The requirement to perform proper operation and maintenance of BMPs that discharge through the regulated small MS4s applies to the owners and operators of all such BMPs, including the permittee.

3. MONITORING, REPORTING, AND RECORDKEEPING

The permittee shall evaluate program compliance, the appropriateness of identified BMPs, and progress toward achieving identified measurable goals.

- a. Records of field investigations.** When the permittee conducts monitoring of illicit discharges pursuant to MCM #3, samples and measurements taken shall be representative of the monitored activity. Records of monitoring information shall include:

1. The date, exact place, and time of sampling, measurements, or observations;
2. The name(s) of the individual(s) who performed the sampling, measurements, or observations;
3. The date(s) when sample analyses were performed;
4. The names of the individuals who performed the analyses;
5. The analytical techniques or methods used; and
6. The results of such analysis.

- b. Retention of Records.** The permittee shall retain copies of the documentation related to the SWMP developed in accordance with this permit for a minimum of three (3) years, and until at least one (1) year after coverage under this permit terminates. The permittee shall retain all records of all monitoring information, copies of all reports required by this permit, and records of all data used to complete the application until at least one (1) year after coverage under this permit terminates. In addition, the permittee shall retain on site, at all times, a complete copy of the application, this permit, and any authorizations received from DEP pursuant to this permit, until at least one (1) year after coverage under this permit terminates. This period may be explicitly modified by alternative provisions of this permit or extended by request of DEP at any time.

c. Signatory Requirements

1. All reports and applications required by the permit and other information requested by DEP shall be signed and certified by a principal executive officer or ranking elected official or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - i. The authorization is made in writing by a person described above and submitted to DEP with the reports.
 - ii. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator,

superintendent, or position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the organization. (A duly authorized representative may be either a named individual or any individual occupying a named position).

2. **Changes in Authorized Individuals or Positions.** If an authorization for an individual or a position to submit reports to DEP is no longer accurate because a different individual or position has responsibility for the overall operation of the regulated small MS4, a new authorization satisfying the above requirements shall be submitted to DEP prior to, or together with, any reports, information, or applications to be signed by the newly authorized representative.

3. **Progress Reports Shall Include the Following Signed and Dated Certification:**

"I certify under penalty of law that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

d. **Periodic Reports (Annual Reports and Progress Reports)**

1. New permittees and all permittees with any portion of a regulated small MS4 discharging stormwater into the Chesapeake Bay Watershed shall submit annual reports to DEP reporting on SWMP activities, Chesapeake Bay Pollutant Reduction Plan activities, and MS4 TMDL Plan activities performed during the preceding permit year. The report shall be in the format provided by the Department. Report Forms are available on DEP's website at <http://www.elibrary.dep.state.pa.us>, select "Forms", "Point and Non-Point Source Management", and "Municipal Separate Storm Sewer System MS4 Annual Progress Report".
2. Renewal permittees with no portion of a regulated small MS4 discharging stormwater into the Chesapeake Bay Watershed shall submit Progress Reports to DEP documenting the SWMP and MS4 TMDL Plan activities that were performed during the preceding reporting time interval.
3. Permittees shall submit the appropriate report form, available on DEP's website.
4. The reports shall include information regarding (but not limited to):
 - i. Status of compliance with the conditions of this permit and progress towards meeting the measurable goals of each MCM;
 - ii. Status of progress towards achieving the statutory requirements of reducing the discharge of pollutants to the MEP and complying with water quality standards.
 - iii. Assessment of the appropriateness of the BMPs;
 - iv. Steps to be taken to address any deficiencies in the BMPs or other aspects of the SWMP developed by the permittee;
 - v. Results of information collected and analyzed during the reporting period;
 - vi. Summary of stormwater activities planned during the next reporting cycle;
 - vii. Any proposed changes to the permittee's SWMP, including changes to BMPs, measurable goals, or responsible parties;
 - viii. Notices, intergovernmental agreements, and other relevant documents if the permittee is relying on another governmental entity to satisfy any of its permit obligations;
 - ix. Progress with implementation of the MS4 TMDL Plan, including a summary of implementation and monitoring data of all control measures and of all BMPs implemented in connection with the MS4 TMDL Plan;
 - x. Progress with preparation, submission to DEP for approval, and implementation of the Chesapeake Bay Pollutant Reduction Plan for permittees with any regulated small MS4s are located in and discharging to receiving watersheds draining to the Chesapeake Bay. Include a list of BMPs implemented and their associated pollutant load reductions.
 - xi. For new permittees, a letter signed by a municipal official, municipal engineer or the municipal solicitor as an attachment to the first year report certifying the enactment of either an ordinance from an Act 167 Plan approved by the DEP in 2005 or later; enactment of the appropriate MS4

Stormwater Management Ordinance; or enactment of an ordinance(s) that satisfies all applicable requirements in a completed and signed MS4 Stormwater Management Ordinance Checklist.

5. All Reports shall be submitted to the appropriate Regional DEP Office.
6. The deadlines for submission of Annual Reports and Progress Reports are as follows:
 - a. Annual Reports no later than 90 days following the end of each permit year.
 - b. Progress Reports no later than 60 days following the end of permit years one (1) and three (3). In year five (5) the report shall be submitted with the application for renewal of this permit.

4. TRANSFER OF OWNERSHIP OR CONTROL

This permit is not transferable to any person except after notice to DEP.

- a. In the event of any pending change in control or ownership of the regulated small MS4 from which the authorized discharges emanate, the permittee shall notify DEP by letter of such pending change at least 30 days prior to the change in ownership or control. The letter shall be accompanied by the application and a written agreement between the existing permittee and the new owner or operator stating that the existing permittee shall be liable for violations of the permit up to and including the date of coverage transfer and that the new owner or operator shall be liable for permit violations under the permit after that date.
- b. After receipt of the required documentation, DEP shall notify the existing permittee and the new owner or controller of its decision concerning approval of the transfer. Such requests shall be deemed approved unless DEP notifies the applicant otherwise within 30 days.

5. TERMINATION OF COVERAGE

- a. **Notice of Termination.** Where all stormwater discharges from a regulated small MS4 that are authorized by this permit are eliminated, the operator of the regulated small MS4 may submit a letter that is signed in accordance with Part B.3.c. (signatory requirements) of this permit certifying that:

"Under penalty of law, I hereby certify that all MS4 discharges that are authorized by this NPDES MS4 Permit have been eliminated. I understand that by submitting this notice of termination, I am no longer authorized to discharge stormwater from the small MS4 regulated under this permit, and that discharging stormwater or pollutants to surface waters of the Commonwealth is unlawful under the Clean Water Act and Clean Streams Law where the discharge is not authorized by an NPDES MS4 permit."

- b. **Addresses.** All letters certifying discharge termination are to be sent to the appropriate regional office of DEP.

6. ANNUAL FEE

Permittees shall pay an annual fee in accordance with 25 Pa. Code § 92a.62. Annual fees are due on each anniversary of the effective date of the most recent new or reissued permit.

Invoices for annual fees will be mailed to permittees approximately three months prior to the due date. In the event that an invoice is not received, the permittee is nonetheless responsible for payment. Throughout a five year permit term, permittees will pay four annual fees followed by a permit renewal application fee in the last year of permit coverage. Permittees may contact the DEP at 717-787-6744 with questions related to annual fees.

Payment for annual fees shall be remitted to DEP at the address below by the anniversary date. Checks should be made payable to the Commonwealth of Pennsylvania.

PA Department of Environmental Protection
Bureau of Point and Non-Point Source Management
Re: Chapter 92a Annual Fee
P.O. Box 8466
Harrisburg, PA 17105-8466

PART C

OTHER CONDITIONS

1. TOTAL MAXIMUM DAILY LOAD (TMDL) REQUIREMENTS:

If the regulated small MS4 discharges stormwater into any portion of a receiving water with applicable Wasteload Allocations (WLAs) in approved TMDLs, the permittee shall implement an approved MS4 TMDL Plan that is designed to achieve pollutant reductions consistent with the applicable WLAs in the TMDLs. When an MS4 TMDL Plan is required, that MS4 TMDL Plan must be implemented according to the schedule in the approved plan.

For each regulated small MS4 that discharges stormwater into any portion of a receiving water with applicable wasteload allocations in approved TMDLs, permittees shall develop, submit to DEP for approval, and ensure implementation of a written MS4 TMDL Plan that is designed to achieve pollutant reductions consistent with the assumptions and requirements of the applicable wasteload allocations in the approved TMDLs. An MS4 TMDL Plan consists of two (2) components: an MS4 TMDL Strategy and MS4 TMDL Design Details. The MS4 TMDL Strategy must include a narrative discussion of how the MS4 TMDL Plan will satisfy the requirements in Subsections a through c below. MS4 TMDL Design Details must be submitted to DEP within one (1) year of the effective date of this permit for written approval by DEP. The complete MS4 TMDL Plan must satisfy the requirements in Subsections a through d below, including final design details for the BMPs that will be implemented during the term of this permit. MS4 TMDL Plans must include a timeline (schedule) with milestones and upon approval the plan must be implemented as soon as practicable, and no later than according to the approved timeline.

a. MS4 TMDL Plan for Impaired Waters with a TMDL

The MS4 TMDL Plan must be consistent with the conditions and assumptions of the any applicable waste load allocation(s) (WLAs) in approved TMDLs, and it must include implementation of pollutant control measures that reduce pollutants in discharges from the regulated small MS4s as required by the wasteload allocations in the TMDLs. (Note: The MS4 TMDL Plan is in addition the Stormwater Management Program (SWMP) in Appendix A required to satisfy the six (6) mandatory MCMs).

The permittee's progress with implementation of the MS4 TMDL Plan must be fully described in every periodic report (see Part B.3.d of the Authorization to Discharge).

b. MS4 TMDL Plan, Required Contents

The MS4 TMDL Plan shall reduce pollutants in discharges from the regulated small MS4 as required by applicable wasteload allocations in approved TMDLs. The permittee must develop, submit to DEP for approval, and ensure implementation of the MS4 TMDL Plan in accordance with the approved timeline.

MS4 TMDL Plans shall include:

- i. The Title of TMDL or TMDL(s);
- ii. A list of the watershed name(s) and the eight-digit Hydrologic Unit Code (HUC) for the areas that discharge through the regulated MS4s to waterbodies with TMDLs;
- iii. A list of the pollutant(s) and Waste Load Allocations (WLAs) assigned to each regulated small MS4 in each municipality covered by this permit;
- iv. For each applicable TMDL, a list all of the municipalities subject to the TMDL within the area of the same eight-digit HUC;
- v. For each applicable TMDL, a list of all the counties subject to the TMDL within the area of the same eight-digit HUC;
- vi. Allocated pollutant loadings established in each applicable TMDL;
- vii. Reductions in pollutant loads (pounds or percent) necessary to meet each applicable TMDL or WLA;
- viii. For each regulated small MS4 outfall that discharges to waters with TMDLs, and for each TMDL, list all of the control measures and BMPs that will be implemented and reported to achieve consistency

with each applicable TMDL or WLA. Include a brief analysis to explain and justify the control measures and BMPs that were selected for implementation.

- ix. Permittees must include an analysis to show that implementation of the MS4 TMDL Plan, including the selected control measures and BMPs, will reduce the pollutant loads consistent with the applicable WLAs established in approved TMDLs. Permittees must include a timeline with milestones. Implementation of the MS4 TMDL Plan may be phased, in accordance with the timeline, and can be adaptive, iterative, and dynamic to show measurable progress toward meeting pollutant load reductions. Permittees must evaluate and update MS4 TMDL Plans as necessary, based on effectiveness in reducing pollutant discharge loads to meet approved TMDLs and applicable WLAs. MS4 TMDL Plans must include a process for evaluating control measures and BMPs, implementation efforts undertaken to date, and any changes made to the control measures or BMPs to obtain greater reductions in pollutant loadings from the outfalls of the regulated MS4s.
- x. Additional information deemed necessary by DEP or by the permittee for addressing the TMDL.

Information for TMDLs (including HUC numbers) can be found at www.depweb.state.pa.us, keyword: TMDL.

c. Signature and Seal by Professional Engineer for MS4 TMDL Plans

MS4 TMDL Strategies and an MS4 TMDL Plans must be signed and sealed by a Professional Engineer (PE) holding a valid license in good standing from the Pennsylvania Department of State.

d. Implementation Requirements

Permittees shall develop, submit to DEP for approval, and ensure implementation of an MS4 TMDL Plan that is consistent with the applicable WLAs in approved TMDLs and that is designed to achieve the pollutant reductions established by applicable WLAs in the TMDLs. The term "implement" includes any action that may be necessary for the permittee to ensure the proper operation and maintenance of all pollutant control measures identified in, or associated with, the MS4 TMDL Plan. Permittees shall report on implementation of the MS4 TMDL Plan in each periodic report submitted under this permit. All pollutant control measures needed to reduce the pollutant load consistent with the TMDL shall be implemented as soon as practicable, in accordance with the MS4 TMDL Plan's timeline, to make measurable progress in substantially reducing the applicable pollutant loads. Implementation of all measures can be adaptive, iterative, and dynamic. The MS4 TMDL Plan shall be evaluated and updated by the permittee as necessary, based on its effectiveness in reducing pollutant loads in discharges from the regulated small MS4s.

The MS4 TMDL Plan shall demonstrate that the required pollutant load reductions will be achieved, consistent with the TMDL, and the Plan must be implemented as soon as practicable. The MS4 TMDL Plan can demonstrate this by showing how measurable implementation progress will be made in substantially reducing applicable pollutant loads specified in the WLA, in accordance with the implementation timeline, including attainment of applicable milestones, along with the proposed end date for ultimate attainment of the pollutant load reductions set forth in the WLA.

Permittees shall report on progress with implementation of the MS4 TMDL Plan in all periodic reports and in the final report submitted with the next renewal application. Permittees must include the reductions in pollutant loads attained by implementation of control measures or BMPs, broken down measure by measure or BMP by BMP. Permittees must have physical pollutant removal measures installed on-the-ground in time for their successful operation to be documented in the periodic report or the progress report submitted at the end of the third year of coverage under this permit. Additional measurable substantial progress with installation of physical pollutant removal measures must be documented in the reports submitted with the next successive application for a renewal permit.

2. DISCHARGES TO IMPAIRED WATERS WITHOUT A TMDL:

For each regulated small MS4 that discharges stormwater into any portion of a receiving water that is impaired, but does not have an approved TMDL, permittees shall ensure that new discharges from the permittee's regulated small MS4s do not cause or contribute to exceedances of water quality standards. Permittees must:

- a. Identify outfalls that discharge to impaired waters;

- b. identify additional or modified BMPs in the SWMP to ensure that new discharges do not cause or contribute to the impairment; and
- c. implement such BMPs and report on the status of each.

Permittees shall report on progress with implementation of the additional or modified BMPs in the each periodic report.

3. CHESAPEAKE BAY POLLUTANT REDUCTION PLANS:

Permittees with regulated small MS4s located in and discharging to receiving watersheds draining to the Chesapeake Bay:

- a. Shall within twelve (12) months of the effective date of the Approval of Coverage, develop and submit to DEP for approval a Chesapeake Bay Pollutant Reduction Plan, including a schedule, to implement BMPs to reduce nitrogen, phosphorus, and sediment associated with existing stormwater discharges into regulated small MS4s discharging to receiving waters tributary to the Chesapeake Bay;
- b. The Chesapeake Bay Pollutant Reduction Plan required under this permit shall include a narrative description of the estimated area, including impervious cover, draining to the regulated small MS4, which may be based upon existing documents or data, such as zoning maps. This narrative description should identify areas where municipal infrastructure upgrades are planned and include an evaluation of the suitability for incorporation of green infrastructure, ESD, or LID BMPs into the planned municipal infrastructure upgrades. Where feasible, such practices should be incorporated into the municipal infrastructure upgrades and be included in the Chesapeake Bay Pollutant Reduction Plan BMP implementation schedule.
- c. The Chesapeake Bay Pollutant Reduction Plan required under this permit shall include BMPs that are designed to achieve reductions of nitrogen, phosphorus, and sediment consistent with the goals and objectives of the Pennsylvania Chesapeake Watershed Implementation Plan and must be signed and sealed by a Professional Engineer holding a valid license in good standing from the Pennsylvania Department of State;
- d. In the development of the Chesapeake Bay Pollutant Reduction Plan, the permittee shall evaluate and incorporate into the plan a combination of TMDL control measures listed in Section II.F of the Instructions for an Application for an Individual Permit;
- e. Upon approval by DEP, the permittee shall ensure implementation of the Chesapeake Bay Pollutant Reduction Plan consistent with the approved schedule; and
- f. In the annual report to the Department required under Part B of this permit, the permittee shall include a list of BMPs implemented and their associated reductions, and a narrative description of the progress with development, submission to DEP for approval, and ensuring implementation of the Chesapeake Bay Pollutant Reduction Plan.
- g. Where the permittee is required to develop, submit to DEP for approval, and ensure implementation of an MS4 TMDL Plan to meet a WLA for nitrogen, phosphorus, or sediment as described in Part C(1) of this permit, the permittee may rely on and incorporate the portions of such MS4 TMDL Plan that address nitrogen, phosphorus, and sediment associated with existing stormwater discharges into the Chesapeake Bay Pollutant Reduction Plan.



Individual Permit Appendix A Stormwater Management Program

This Appendix A contains specific Best Management Practices (BMPs) and Measurable Goals that make up the permittee's Stormwater Management Program (SWMP) and that are required for the permittee to comply with this NPDES Municipal Separate Storm Sewer System (MS4) permit. There are six (6) Minimum Control Measures (MCMs), which are required by Federal Regulations. Within each MCM, the permittee will implement several BMPs as conditions of this permit. Associated with each BMP are Measurable Goals, which represent the means by which the permittees' accomplishments shall be reported and evaluated. For supplemental information on the six (6) MCMs, permittees are encouraged to refer to www.depweb.state.pa.us, keyword: Stormwater. For a national perspective on guidance for setting measurable goals, please refer to EPA's publication "Measurable Goals Guidance for Phase II Small MS4s," available from EPA's website: <http://cfpub.epa.gov/npdes/stormwater/measurablegoals/index.cfm>.

In your permit application you indicated whether the BMPs and Measurable Goals under each of the six (6) MCMs follow exactly the wording provided by DEP in DEP's version of this Appendix A, or whether you provided alternative BMPs and Measurable Goals for any of the MCMs. You are required to satisfy all requirements of this Stormwater Management Program as a condition of this permit during the term of this permit.

MCM #1: Public Education and Outreach on Stormwater Impacts

The following are the requirements for MCM #1 that are included in the Federal Regulations:

- *Implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff (40 CFR Part 122.34(b)(1)(i)).*

The following requirements, Best Management Practices (BMPs) and Measurable Goals are to be implemented and achieved:

BMP #1: Develop, implement and maintain a written Public Education and Outreach Program (PEOP).

Measurable Goal: For new permittees, a PEOP shall be developed and implemented during the first year of coverage under this permit and shall be re-evaluated each permit year thereafter and revised as needed. For renewal permittees, the existing PEOP shall be reviewed and revised as necessary. The permittee's PEOP shall be designed to achieve measurable improvements in the target audience's understanding of the causes and impacts of stormwater pollution and the steps they can take to prevent it.

Recommendation: Refer to the Environmental Protection Agency (EPA) document, "[Getting In Step, A Guide for Conducting Watershed Outreach Campaigns](#)" (EPA 841-B-03-002, December, 2003), for guidance on developing and implementing the PEOP.

BMP #2: Develop and maintain lists of target audience groups that are present within the areas served by your regulated small MS4s. In most communities, the target audiences shall include residents, businesses (including commercial, industrial and retailers), developers, schools, and municipal employees.

Measurable Goal: For new permittees, the lists shall be developed within the first year of coverage under the permit and reviewed and updated as necessary every year thereafter. For renewal permittees, the lists shall continue to be reviewed and updated annually.

Recommendation: Utilize databases or spreadsheets to record and track this information and to allow for easy identification and creation of mailing lists easily retrievable.

BMP #3: You must annually publish at least one (1) issue of a newsletter, a pamphlet, a flyer, or a website that includes general stormwater educational information, a general description of your Stormwater Management Program, and/or information about your stormwater management activities. The list of publications, including websites, and the content of the publications must be reviewed and updated at least once during each year of permit coverage. Publications should include a list of references (or links) to refer the reader to additional information (e.g., PADEP and US EPA stormwater websites, and any other sources that will be helpful to readers). You must implement at least one of the following alternatives:

- a. Publish and distribute in printed form a newsletter, a pamphlet or a flyer containing information consistent with this BMP.
- b. Publish educational and informational items including links to DEP's and EPA's stormwater websites on your municipal website.

Measurable Goals: For new permittees, stormwater educational and informational items shall be produced and published in print and/or on the Internet within the first year of permit coverage. In subsequent years (and for renewal permittees), the list of items published and the content in these items shall be reviewed, updated, and maintained annually. Your publications shall contain stormwater educational information that addresses one (1) or more of the six (6) MCMs.

Recommendation: There are numerous example educational resources available from the sources listed at www.depweb.state.pa.us, keyword: Stormwater. Periodically you should review and consider distributing or republishing stormwater information available from DEP, EPA, and other sources. Your stormwater materials can be published either in print format or electronically on the internet. Permittees can partner with other MS4 permittees to meet this BMP.

BMP #4: Distribute stormwater educational materials and/or information to the target audiences using a variety of distribution methods, including, but not limited to: displays, posters, signs, pamphlets, booklets, brochures, radio, local cable TV, newspaper articles, other advertisements (e.g., at bus and train stops/stations), bill stuffers, posters, presentations, conferences, meetings, fact sheets, giveaways, or storm drain stenciling.

Measurable Goal: All permittees shall select and utilize at least two (2) distribution methods in each permit year. These are in addition to the newsletter and website provisions of BMPs #3 and #4.

Recommendations: Abundant educational resources and examples are available from numerous sources (see www.depweb.state.pa.us, keyword: Stormwater) that can be adapted for use, including the DEP brochure titled "When It Rains, It Drains." Since school districts frequently cross MS4 boundaries, seek out watershed groups or other qualified service providers to help assist and/or implement school education on behalf of the group of permittees. Permittees also can partner with other permittees to jointly arrange for school education.

MCM #2: Public Involvement / Participation

The following are the requirements for MCM #2 that are included in the Federal Regulations:

- *Comply with applicable state and local public notice requirements when implementing a public involvement / participation program (40 CFR Part 122.34(b)(2)(i)).*

The following requirements, Best Management Practices (BMPs) and Measurable Goals are to be implemented and achieved by MS4 permittees in Pennsylvania:

BMP #1: Develop, implement and maintain a written Public Involvement and Participation Program (PIPP), which describes various types of possible participation activities and describes methods of encouraging the public's involvement and of soliciting the public's input.

Measurable Goal: New permittee's PIPP shall be developed and implemented during the first year of coverage under this permit. All permittees shall re-evaluate the PIPP each permit year and revise as needed. Your PIPP shall include, but not be limited to:

- a. Opportunities for the public to participate in the decision-making processes associated with the development, implementation, and update of programs and activities related to this permit.
- b. Methods of routine communication to groups such as watershed associations, environmental advisory committees, and other environmental organizations that operate within proximity to the permittee's regulated small MS4s or their receiving waters.
- c. Making your periodic reports available to the public on your website, at your municipal offices, or by US Mail upon request.

BMP #2: Prior to adoption of any ordinance required by this permit, provide adequate public notice and opportunities for public review, input, and feedback.

Measurable Goal: Advertise any proposed MS4 Stormwater Management Ordinance, provide opportunities for public comment, evaluate any public input and feedback, and document the comments received and the municipality's response.

BMP #3: Regularly solicit public involvement and participation from the target audience groups. This should include an effort to solicit public reporting of suspected illicit discharges. Assist the public in their efforts to help implement your SWMP. Conduct public meetings to discuss the on-going implementation of your SWMP.

Measurable Goals: Conduct at least one (1) public meeting per year to solicit public involvement and participation from target audience groups. The public should be given reasonable notice through the usual outlets a reasonable period in advance of each meeting. During the meetings, you should present a summary of your progress, activities, and accomplishments with implementation of your SWMP, and you should provide opportunities for the public to provide feedback and input. Your presentation can be made at specific MS4 meetings or during any other public meeting. Under this MCM, you should document and report instances of cooperation and participation in your activities; presentations you made to local watershed organizations and conservation organizations; and similar instances of participation or coordination with organizations in your community. You also should document and report activities in which members of the public assisted or participated in your meetings and in the implementation of your SWMP, including education activities or organized implementation efforts such as cleanups, monitoring, storm-drain stenciling, or others.

MCM #3: Illicit Discharge Detection and Elimination (IDD&E)

The following are the requirements for MCM #3 that are included in the Federal Regulations:

- *Develop, implement, and enforce a program to detect and eliminate illicit discharges into the MS4 (40 CFR Part 122.34(b)(3)(I)).*
- *Develop, if not already completed, a storm sewer system map, showing the location of all outfalls and the names and locations of all surface waters of the Commonwealth that receive discharges from those outfalls (40 CFR Part 122.34(b)(3)(ii)(A)).*
- *To the extent allowable under State or local law, effectively prohibit, through ordinance, or other regulatory mechanism, non-stormwater discharges into your storm sewer system and implement appropriate enforcement procedures and actions (40 CFR Part 122.34(b)(3)(ii)(B)).*
- *Develop and implement a plan to detect and address non-stormwater discharges, including illegal dumping, to your system (40 CFR Part 122.34(b)(3)(ii)(C)).*
- *Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste (40 CFR Part 122.34(b)(3)(ii)(D)).*

The following requirements, Best Management Practices (BMPs) and Measurable Goals are to be implemented and achieved:

BMP #1: You shall develop and implement a written program for the detection, elimination, and prevention of illicit discharges into your regulated MS4s. Your program shall include dry weather field screening of outfalls for non-stormwater flows and sampling of dry weather discharges for selected chemical and biological parameters. Test results shall be used as indicators of possible discharge sources. The program shall include the following:

- a. Procedures for identifying priority areas. These are areas with a higher likelihood of illicit discharges, illicit connections, or illegal dumping. Priority areas may include areas with older infrastructure, a concentration of high-risk activities, or past history of water pollution problems.
- b. Procedures for screening outfalls in priority areas during varying seasonal and meteorological conditions.
- c. Procedures for identifying the source of an illicit discharge when a contaminated flow is detected at a regulated small MS4 outfall.
- d. Procedures for eliminating an illicit discharge.
- e. Procedures for assessing the potential for illicit discharges caused by the interaction of sewage disposal systems (e.g., on-lot septic systems, sanitary piping) with storm-drain systems.
- f. Mechanisms for gaining access to private property to inspect outfalls (e.g., land easements, consent agreements, search warrants).
- g. Procedures for program documentation, evaluation and assessment.

Measurable Goal: For new permittees, the IDD&E program shall be developed during the first year of coverage under this permit and shall be implemented and evaluated each year thereafter. For renewal permittees, the existing IDD&E program shall continue to be implemented and evaluated annually. Records shall be kept of all outfall inspections, flows observed, results of field screening and testing, and other follow-up investigation and corrective action work performed under this program.

Recommendation: For information on development and implementation of an IDD&E program, refer to: *Illicit Discharge Detection and Elimination: A Guidance Manual for Program Development and Technical Assessments* (CWP, October 2004). <http://cfpub.epa.gov/NPDES/stormwater/iddde.cfm>

BMP #2: Develop and maintain a map of your regulated small MS4. The map must also show the location of all outfalls and the locations and names of all surface waters of the Commonwealth (e.g., creek, stream, pond, lake, basin, swale, channel) that receive discharges from those outfalls.

Measurable Goals: For new permittees, develop the map(s) of your regulated small municipal separate storm sewer systems (MS4) and the information on all outfalls from your regulated small MS4 by the end of the fourth (4th) year of

permit coverage. For renewal permittees, the existing map(s) of your regulated small MS4 shall be updated and maintained as necessary during each year of coverage under the permit.

BMP #3: In conjunction with the map(s) created under BMP #2 (either on the same map or on a different map), new permittees shall show, and renewal permittees shall update, the entire storm sewer collection system, including roads, inlets, piping, swales, catch basins, channels, basins, and any other features of the permittee's storm sewer system, including municipal boundaries and/or watershed boundaries.

Measurable Goal: For new permittees, develop the map(s) by the end of the fourth (4th) year of coverage under the permit and update and maintain the map(s) as necessary each year of permit coverage thereafter. For renewal permittees, update and maintain the map(s) as necessary during each year of permit coverage.

BMP #4: Following the IDD&E program created pursuant to BMP #1, the permittee shall conduct outfall field screening, identify the source of any illicit discharges, and remove or correct any illicit discharges using procedures developed under BMP #1.

Measurable Goals: For new permittees, all of the identified regulated small MS4 outfalls shall be screened during Dry Weather on at least two (2) different occasions during the permit coverage term. In each permit coverage year, at least forty percent (40%) of the total number of outfalls should be screened.

For renewal permittees, each of the identified regulated small MS4 outfalls shall be screened at least once during each permit coverage term. For areas where past problems have been reported or known sources of dry weather flows occur on a continual basis, outfalls shall be screened annually.

For each outfall, if the screening reveals dry weather flow, the discharge from the outfall and the area around the outfall shall be inspected visually for color, turbidity, sheen, floating or submerged solids; for adverse affects on plants or animals in proximity to the outfall; and for odor. If the outfall produces any odor, or if the visual inspection shows any indication that the discharge may contain pollutants, then samples of the discharge shall be collected for field and / or lab testing of selected chemical and biological parameters as part of a process to determine if the dry weather flow is illicit. Common parameters include: pH; conductivity; E. Coli bacteria; fecal coliform bacteria; metals; suspended solids; dissolved solids; oils; ammonia; surfactants; chlorine; and fluoride.

You shall implement the IDD&E plan that you developed to address any non-storm water discharges. If an outfall does not have any dry weather flow, then sampling and testing are not needed.

For all permittees, outfall inspections need to be prioritized according to the perceived chance of illicit discharges within the outfall's contributing drainage area. Observations of each outfall shall be recorded each time an outfall is screened, regardless of the presence of dry weather flow. Proper quality assurance and quality control procedures shall be followed when collecting, transporting or analyzing water samples. All outfall inspection information shall be recorded on the Outfall Reconnaissance Inventory/Sample Collection field sheet (attached below) excerpted from the *Illicit Discharge Detection and Elimination: A Guidance Manual for Program Development and Technical Assessments* (CWP, October 2004). Adequate written documentation shall be maintained to justify a determination that an outfall flow is not illicit. If an outfall flow is illicit, the actions taken to identify and eliminate the illicit flow also shall be documented.

The results of outfall inspections and actions taken to remove or correct illicit discharges shall be summarized in periodic reports.

Recommendation: All permittees should consider conducting some outfall screenings during varying seasonal and meteorological conditions since it is possible for illicit discharges/connections to occur during different times of the year and during or just after rain events. Seasonal outfall screenings conducted during periods of both low and high groundwater conditions can be beneficial in identifying illicit discharges that can occur during these times.

BMP #5: Enact a stormwater management ordinance to implement and enforce a stormwater management program (SWMP) that includes prohibition of non-stormwater discharges to the regulated small MS4.

Measurable Goal - 1: Within the first year of coverage under the permit, new permittees shall enact and implement an ordinance from an Act 167 Plan approved by the Department in 2005 or later; one (1) of the MS4 Stormwater Management Ordinances; or an ordinance that satisfies all applicable requirements in a completed and signed MS4 Stormwater Management Ordinance Checklist.

Renewal permittees must continue to maintain, update, implement, and enforce a Stormwater Management Ordinance that satisfies all applicable requirements.

Measurable Goal - 2: New permittees shall submit a letter signed by a municipal official, municipal engineer, or the municipal solicitor as an attachment to their first year report certifying the enactment of an ordinance that meets all applicable requirements of this permit. Renewal permittees shall update their existing ordinance, if necessary, and submit documentation of completion to the DEP.

BMP #6: Provide educational outreach to public employees, business owners and employees, property owners, the general public and elected officials (i.e., target audiences) about the program to detect and eliminate illicit discharges.

Educational outreach should include:

- a. Distribution of brochures and guidance for target audiences including schools;
- b. Programs to encourage and facilitate public reporting of illicit discharges;
- c. Organizing volunteers to locate and visually inspect outfalls and to stencil storm drains; and
- d. Implement and encourage recycling programs for common wastes such as motor oil, antifreeze and pesticides.

Measurable Goals: During each year of permit coverage, appropriate educational information concerning illicit discharges shall be distributed to the target audiences using methods outlined under MCM #1. If not already established, set up and promote a stormwater pollution reporting mechanism (e.g., a complaint line with message recording) by the end of the first year of permit coverage for the public to use to notify you of illicit discharges, illegal dumping or outfall pollution. Respond to all complaints in a timely and appropriate manner. Document all responses, include the action taken, the time required to take the action, whether the complaint was resolved successfully.

MCM #4: Construction Site Stormwater Runoff Control

If you checked Option MCM #4.A in Section E(4)-(5) of the NOI, then you are relying on DEP's statewide QLP for issuing NPDES Permits for Stormwater Discharges Associated with Construction Activities to satisfy all requirements under this MCM #4 and under BMPs #1 through #3 of MCM #5; therefore, all requirements are met for both this MCM #4 and BMPs #1 through #3 of MCM #5.

If you checked Option MCM #4.B in Section E(4)-(5) of the NOI, you are not relying on DEP's QLP for issuing NPDES Permits for Stormwater Discharges Associated with Construction Activities to satisfy this MCM #4 and BMPs #1 through #3 of MCM #5; therefore, you must implement and achieve all of the requirements in this MCM #4 and all of the requirements in MCM #5, including the Best Management Practices (BMPs) and the Measurable Goals.

The following are the requirements for MCM #4 that are included in the Federal Regulations:

- *Develop, implement, and enforce a program to reduce pollutants in any stormwater runoff to your small MS4 from construction activities that result in a land disturbance of greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale that equals one acre or more (40 CFR Part 122.34(b)(4)(I)).*
- *Develop and implement an ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under State or local law (40 CFR Part 122.34(b)(4)(ii)(A)).*
- *Require construction site operators to implement appropriate erosion and sediment control best management practices (BMPs) (40 CFR Part 122.34(b)(4)(ii)(B)).*
- *Develop and implement requirements for construction site operators to control waste at the construction site that may cause adverse impacts to water quality. These wastes can include discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste (40 CFR Part 122.34(b)(4)(ii)(C)).*
- *Develop and implement procedures for site plan review which incorporate consideration of potential water quality impacts (40 CFR Part 122.34(b)(4)(ii)(D)).*
- *Develop and implement procedures for receipt and consideration of information submitted by the public (40 CFR Part 122.34(b)(4)(ii)(E)).*
- *Develop and implement procedures for site inspections and enforcement of control measures (40 CFR Part 122.34(b)(4)(ii)(F)).*

Under 25 Pa. Code, Chapter 102 of Department regulations issued under the authority of the Pennsylvania Clean Streams Law, the permittee (a municipality or a county) may not issue a building or other permit or final approval to those proposing or conducting earth disturbance activities requiring a DEP permit until the DEP has issued the permit, or DEP or a delegated county conservation district (CCD) has approved coverage under an NPDES Permit for Stormwater Discharges Associated With Construction Activities.

BMP #1: Develop your program consisting of all procedures necessary to comply with the requirements of this MCM. Your program shall provide for construction stormwater permitting, construction inspection, and enforcement of installation and maintenance of the necessary Erosion and Sedimentation (E&S) control measures. Your program shall describe clearly how your program will be coordinated with DEP's NPDES Construction Stormwater Permitting program.

Measurable Goal - 1: For new permittees, the written program for this MCM shall be developed during the first year of permit coverage; nevertheless, you are responsible for implementation of this MCM during entire term of this permit, including the time you are developing your program.

For all permittees, your program shall be reviewed and updated during each year of permit coverage. The purpose of the written program is to establish clear roles and responsibilities for the implementation of the MCM #4 requirements. An agreement between the permittee, the CCD, and any other resources to be used by the permittee that clearly defines roles for each entity is recommended. If an agreement is made, you shall place and keep a written copy in your file, consistent with the Retention of Records requirements in this Permit. Please note that in

accordance with Section A.2.h in Part A of the Authorization to Discharge, as the permittee you are responsible to ensure that implementation of all requirements under this Permit are fulfilled.

Recommendation: Develop a tracking system that summarizes your actions to comply with this BMP (e.g., number of active construction sites, inspections, enforcement actions, etc.) and which can be described in a summary report format.

Measurable Goal - 2: If any portion of your regulated small MS4 is located in, or discharging to, Waters of the Commonwealth, including wetlands, that have an existing or designated use that qualifies as either "High Quality Waters" or "Exceptional Value Waters" under 25 Pa. Code Chapter 93 of DEP's regulations, then your program for this MCM, as written and as implemented, must ensure that stormwater discharges from new development or redevelopment into that portion of your regulated small MS4 will not cause or contribute to degradation of the quality of the receiving waters.

Recommendation: Develop maps, design guidance, application review guidance, inspection procedures, enforcement procedures, and a tracking system to ensure that this requirement is met.

BMP #2: The permittee shall enact, implement, and enforce an ordinance to require the implementation of erosion and sediment control BMPs, as well as sanctions to ensure compliance.

Measurable Goal - 1: Within the first year of coverage under the permit, new permittees shall enact and implement an ordinance that meets all applicable requirements of this permit.

Measurable Goal - 2: Permittees shall submit a letter signed by a municipal official, municipal engineer or the municipal solicitor as an attachment to their first periodic report certifying the enactment and implementation of a stormwater management ordinance that meets all requirements of this permit

BMP #3: Develop and implement requirements for construction site operators to control waste at the construction site that may cause adverse impacts to water quality. While sediment is the most common pollutant of concern for MCM #4, there are other types of pollutants that also can be a concern and the intent of this BMP is to address these other types of pollutants, such as, but not limited to, discarded building materials, washout from concrete trucks, chemicals, litter, and sanitary waste.

Measurable Goal: New permittees shall establish requirements to address this BMP by the end of the first year of permit coverage. Renewal permittees shall continue to implement existing requirements and update as necessary. This could be implemented by written municipal ordinance/code provisions, by standard notes on the site plans, by any other written format that accomplishes the objectives of this BMP, or by any combination of these measures. The goal of this BMP shall be communicated to construction site operators during pre-construction meetings. This BMP shall be implemented during each year of the MS4 permit. Permittees must prepare and maintain records of site inspections, including dates and results and you must maintain these records in accordance with the Retention of Records requirements in this Permit.

Recommendation: Verification of proper waste handling procedures can be determined at the same time that site E&S control inspections are conducted under BMP #1, described above.

BMP #4: Develop and implement procedures for the receipt and consideration of public inquiries, concerns, and information submitted by the public (to the permittee) regarding local construction activities. The permittee shall demonstrate acknowledgement and consideration of the information submitted, whether submitted verbally or in writing.

Measurable Goal: Permittees shall establish and implement a tracking system to keep a record of any submitted public information as well as your response, actions, and results. This BMP shall be implemented during each year of coverage under this permit and information should be submitted with the each periodic report.

Recommendation: Develop a tracking system that can keep a record of information submitted by the public as well as your responses to such public inquiries. The tracking system should be capable of producing periodic summary reports.

MCM #5: Post-Construction Stormwater Management (PCSM) in New and Re-Development Activities

If you checked Option MCM #4.A in Section E(4)-(5) of the NOI, then you are relying on DEP's statewide QLP for issuing NPDES Permits for Stormwater Discharges Associated with Construction Activities to satisfy all requirements under BMPs #1 through #3 of this MCM #5; therefore, all requirements are met for BMPs #1 through #3 of this MCM #5 and for all requirements under MCM #4.

If you checked Option MCM #4.B in Section E(4)-(5) of the NOI, you are not relying on DEP's QLP for issuing NPDES Permits for Stormwater Discharges Associated with Construction Activities to satisfy the requirements in BMPs #1 through #3 of this MCM #5; therefore, you must implement and achieve all of the requirements in this MCM #5 and all of the requirements in MCM #4, including the Best Management Practices (BMPs) and the Measurable Goals.

The following are the requirements for MCM #5 that are included in the Federal Regulations:

- *Develop, implement, and enforce a program to address stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, that discharge into your small MS4. Your program shall ensure that controls are in place that would prevent or minimize water quality impacts (40 CFR Part 122.34(b)(5)(I)).*
- *Develop and implement strategies which include a combination of structural and/or non-structural best management practices (BMPs) appropriate for your community (40 CFR Part 122.34(b)(5)(ii)(A)).*
- *Use an ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects to the extent allowable under State, Tribal or local law (40 CFR Part 122.34(b)(5)(ii)(B)).*
- *Ensure adequate long-term operation and maintenance of BMPs (40 CFR Part 122.34(b)(5)(ii)(C)).*

The following requirements, Best Management Practices (BMPs) and Measurable Goals are to be implemented and achieved:

Note: Please refer to the definitions section of this permit for clarification of terms used in this MCM. In the following language, the term "BMPs" refers to post-construction stormwater management controls and Best Management Practices.

BMP #1: Develop a written procedure that describes how the permittee shall address all required components of this MCM. Guidance can be found in the Pennsylvania Stormwater Best Management Practices Manual. This plan shall include the following components:

- a. Minimum requirements for use of structural and/or non-structural BMPs in plans for development and redevelopment;
- b. Criteria for selecting and standards for sizing stormwater BMPs;
- c. Implementation of an inspection program to ensure that BMPs are properly installed;

Measurable Goal: The written procedure shall be developed by the end of the first year of permit coverage and be reviewed and updated every permit year thereafter, as needed. The intent of BMP #1 is for the permittee to describe how the listed tasks will be accomplished.

BMP #2: Require the implementation of a combination of structural and/or non-structural BMPs that are appropriate to the local community, that minimize water quality impacts, and that are designed to maintain pre-development runoff conditions. This requirement can be met by ensuring that the selected BMPs comply with the municipal Stormwater Management Ordinance that meets the requirements of this permit.

Measurable Goal: All qualifying development or redevelopment projects shall be reviewed to ensure that their post-construction stormwater management plans and selected BMPs conform to the applicable requirements. A tracking system (e.g., database, spreadsheet, or written list) shall be maintained to record qualifying projects and their associated BMPs. In your records, you shall note if there are no qualifying projects in a calendar year.

BMP #3: Ensure that controls are installed that shall prevent or minimize water quality impacts.

Measurable Goal: All qualifying development or redevelopment projects shall be inspected during the construction phase to ensure proper installation of the approved structural PCSM BMPs. A tracking system (e.g., database, spreadsheet, or written list) shall be implemented to track the inspections conducted and to track the results of the inspections (e.g., BMPs were, or were not, installed properly). Permittees not relying on DEP's statewide QLP to satisfy requirements under this BMP shall summarize construction inspections and results in periodic reports. See BMP #6 for requirements related to post-construction inspection and tracking of PCSM BMPs to ensure that the operation and maintenance plan is being implemented.

BMP #4: The permittee shall enact, implement, and enforce an ordinance or other regulatory mechanism to address post-construction stormwater runoff from new development and redevelopment projects, as well as sanctions and penalties associated with non-compliance, to the extent allowable under State or local law.

Measurable Goal - 1: Within the first year of coverage under this permit, new permittees shall enact and implement a stormwater management ordinance that meets the requirements of this permit.

Measurable Goal - 2: All permittees shall submit a letter signed by a municipal official, municipal engineer or the municipal solicitor as an attachment to their first periodic report certifying the enactment of a stormwater management ordinance that meets the requirements of this permit.

BMP #5: Develop and implement measures to encourage and expand the use of Low Impact Development (LID) in new and redevelopment. Measures also should be included to encourage retrofitting LID into existing development. DEP's Pennsylvania Stormwater Best Management Practices Manual provides guidance on implementing LID practices.

Measurable Goal - 1: In your inventory of development and redevelopment projects authorized for construction since March 10, 2003, that discharge stormwater to your regulated small MS4s, indicate which projects incorporated LID practices and for each project list and track the BMPs that were used.

Measurable Goal - 2: Enact ordinances consistent with LID practices and repeal sections of ordinances that conflict with LID practices. Progress with enacting and updating your ordinances to enable the use of LID practices shall be summarized in the periodic reports.

Recommendations: The EPA website provides publications on LID, including Reducing Stormwater Costs through Low Impact Development (LID) Strategies and Practices Publication Number EPA 841-F-07-006, December 2007 at <http://www.epa.gov/owow/nps/lid/costs07/>. The Pennsylvania Standards for Residential Site Development, Pennsylvania Housing Research/Resource Center, The Pennsylvania State University, April 2007 at <http://www.enqr.psu.edu/phrc/>.

BMP #6: Ensure adequate Operation and Maintenance (O&M) of all post-construction stormwater management BMPs installed at all qualifying development or redevelopment projects (including those owned or operated by the permittee).

Measurable Goal - 1: Within the first year of coverage under this permit, new permittees shall develop and implement a written inspection program to ensure that stormwater BMPs are properly operated and maintained. The program shall include sanctions and penalties for non-compliance. All permittees shall review and update the inspection program annually and shall continue to implement this BMP.

Measurable Goal - 2: An inventory of PCSM BMPs shall be developed by permittees and shall be continually updated during the term of coverage under the permit as development projects are reviewed, approved, and constructed. This inventory shall include all PCSM BMPs installed since March 10, 2003 that discharge directly or indirectly to your regulated small MS4s. The inventory also should include PCSM BMPs discharging to the regulated small MS4 system that may cause or contribute to violation of water quality standard. The inventory shall include:

- a. All PCSM BMPs that were installed to meet requirements in NPDES Permits for Stormwater Discharges Associated with Construction Activities approved since March 10, 2003.

- b. The exact location of the PCSM BMP (e.g., street address);
- c. Information (e.g., name, address, phone number(s)) for BMP owner and entity responsible for BMP Operation and Maintenance (O&M), if different from BMP owner;
- d. The type of BMP and the year it was installed;
- e. Maintenance required for the BMP type according to the Pennsylvania Stormwater BMP Manual or other manuals and resources;
- f. The actual inspection/maintenance activities for each BMP;
- g. An assessment by the permittee if proper occurred during the year and if not, what actions the permittee has taken, or shall take, to address compliance with O&M requirements

Recommendation: Develop a single system that supports recording and tracking the Information specified in BMPs #3, #4 and #5.

Measurable Goal - 3: If any portion of your regulated small MS4 is located in, or discharging to, Waters of the Commonwealth, including wetlands, that have an existing or designated use that qualifies as either "High Quality Waters" or "Exceptional Value Waters" under 25 Pa. Code Chapter 93 of DEP's regulations, then your inspection program for this MCM, as written and as implemented, must ensure that stormwater discharges from new development or redevelopment into that portion of your regulated small MS4 will not cause or contribute to degradation of the quality of the receiving waters.

Recommendation: Develop maps, inspection procedures, enforcement procedures, and a tracking system to ensure that this requirement is met.

MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations

The following are the requirements for MCM #6 that are included in the Federal Regulations:

- *Develop and implement an operation and maintenance program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations (40 CFR Part 122.34(b)(6)(i)).*
- *Provide employee training to prevent and reduce stormwater pollution from activities such as parks and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance (40 CFR Part 122.34(b)(6)(i)).*

The following requirements, Best Management Practices (BMPs) and Measurable Goals are to be implemented and achieved:

BMP #1: Identify and document all facilities and activities that are owned or operated by the permittee and have the potential for generating stormwater runoff to the regulated small MS4. This includes activities conducted by contractors for the permittee. Activities may include the following: street sweeping; snow removal/deicing; inlet/outfall cleaning; lawn/grounds care; general storm sewer system inspections and maintenance/repairs; park and open space maintenance; municipal building maintenance; new construction and land disturbances; right-of-way maintenance; vehicle operation, fueling, washing and maintenance; and material transfer operations, including leaf/yard debris pickup and disposal procedures. Facilities can include streets; roads; highways; parking lots and other large paved surfaces; maintenance and storage yards; waste transfer stations; parks; fleet or maintenance shops; wastewater treatment plants; stormwater conveyances (open and closed pipe); riparian buffers; and stormwater storage or treatment units (e.g., basins, infiltration/filtering structures, constructed wetlands, etc.).

Measurable Goal: By the end of the first year of permit coverage, new permittees shall identify and document all types of municipal operations, facilities and activities and land uses that may contribute to stormwater runoff within areas of municipal operations that discharge to the regulated small MS4. Renewal permittees should have completed this list during the previous permit term. For all permittees, this information shall be reviewed and updated each year of permit coverage, as needed. Part of this effort shall include maintaining a basic inventory of various municipal operations and facilities.

BMP #2: Develop, implement and maintain a written operation and maintenance (O&M) program for all municipal operations and facilities that could contribute to the discharge of pollutants from the regulated small MS4s, as identified under BMP #1. This program (or programs) shall address municipally owned stormwater collection or conveyance systems, but could include other areas (as identified under BMP #1). The O&M program(s) should stress pollution prevention and good housekeeping measures, contain site-specific information, and address the following areas:

- a. Management practices, policies, procedures, etc. shall be developed and implemented to reduce or prevent the discharge of pollutants to your regulated small MS4s. You should consider eliminating maintenance-area discharges from floor drains and other drains if they have the potential to discharge to storm sewers.
- b. Maintenance activities, maintenance schedules, and inspection procedures to reduce the potential for pollutants to reach your regulated small MS4s. You also should review your procedures for maintaining your stormwater BMPs.
- c. Controls for reducing or eliminating the discharge of pollutants from streets, roads, highways, municipal parking lots, maintenance and storage yards, waste transfer stations, fleet or maintenance shops with outdoor storage areas, and salt / sand (anti-skid) storage locations and snow disposal areas.
- d. Procedures for the proper disposal of waste removed from your regulated small MS4s and your municipal operations, including dredge spoil, accumulated sediments, trash, household hazardous waste, used motor oil, and other debris.

Measurable Goal: During the first year of permit coverage, new permittees shall develop and implement a written O&M program that complies with BMPs #1 and #2. Renewal permittees shall continue to implement their existing program. All permittees shall review the O&M program annually, edit as necessary, and continue to implement during every year of permit coverage.

Guidance: Permittees may develop a single all encompassing written O&M program or they may develop separate programs for their stormwater system and for their vehicles.

BMP #3: Develop and implement an employee training program that addresses appropriate topics to further the goal of preventing or reducing the discharge of pollutants from municipal operations to your regulated small MS4s. The program may be developed and implemented using guidance and training materials that are available from federal, state or local agencies, or other organizations. Any municipal employee or contractor shall receive training. This could include public works staff, building / zoning / code enforcement staff, engineering staff (on-site and contracted), administrative staff, elected officials, police and fire responders, volunteers, and contracted personnel. Training topics should include operation, inspection, maintenance and repair activities associated with any of the municipal operations / facilities identified under BMP #1. Training should cover all relevant parts of the permittee's overall stormwater management program that could affect municipal operations, such as illicit discharge detection and elimination, construction sites, and ordinance requirements.

Measurable Goal - 1: During the first year of permit coverage, new permittees shall develop and implement a training program that identifies the training topics that will be covered, and what training methods and materials will be used. Renewal permittees shall continue to operate under their existing program. All permittees shall review the training program annually, edit it as necessary, and continue to implement it during every year of permit coverage.

Measurable Goal - 2: Your employee training shall occur at least annually (i.e., during each permit coverage year) and shall be fully documented in writing and reported in your periodic reports. Documentation shall include the date(s) of the training, the names of attendees, the topics covered, and the training presenter(s).

Guidance: The training requirements of this BMP can be met in various ways. Training can be:

- a. formal or informal;
- b. conducted on-site or off-site;
- c. conducted on-the-job or during dedicated training periods;
- d. conducted one-on-one or in a group setting (including with staff from other MS4s);
- e. conducted by municipal staff or consultants/volunteers;
- f. conducted via oral presentations/instructions and/or via written materials (e.g., SOP's, guidance manuals, tests).

Recommendation: For efficiency and cost savings, you may wish to arrange and schedule joint training events with other nearby operators of regulated small MS4s.

OUTFALL RECONNAISSANCE INVENTORY/ SAMPLE COLLECTION FIELD SHEET

Section 1: Background Data

Subwatershed:		Outfall ID:	
Today's date:		Time (Military):	
Investigators:		Form completed by:	
Temperature (°F):	Rainfall (in.):	Last 24 hours:	Last 48 hours:
Latitude:	Longitude:	GPS Unit:	GPS LMK #:
Camera:		Photo #:	
Land Use in Drainage Area (Check all that apply):			
<input type="checkbox"/> Industrial		<input type="checkbox"/> Open Space	
<input type="checkbox"/> Ultra-Urban Residential		<input type="checkbox"/> Institutional	
<input type="checkbox"/> Suburban Residential		Other: _____	
<input type="checkbox"/> Commercial		Known Industries: _____	
Notes (e.g., origin of outfall, if known):			

Section 2: Outfall Description

LOCATION	MATERIAL	SHAPE	DIMENSIONS (IN.)	SUBMERGED
<input type="checkbox"/> Closed Pipe	<input type="checkbox"/> RCP <input type="checkbox"/> CMP <input type="checkbox"/> PVC <input type="checkbox"/> HDPE <input type="checkbox"/> Steel <input type="checkbox"/> Other: _____	<input type="checkbox"/> Circular <input type="checkbox"/> Elliptical <input type="checkbox"/> Box <input type="checkbox"/> Other: _____	<input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Triple <input type="checkbox"/> Other: _____	Diameter/Dimensions: _____ In Water: <input type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Fully With Sediment: <input type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Fully
<input type="checkbox"/> Open drainage	<input type="checkbox"/> Concrete <input type="checkbox"/> Earthen <input type="checkbox"/> rip-rap <input type="checkbox"/> Other: _____	<input type="checkbox"/> Trapezoid <input type="checkbox"/> Parabolic <input type="checkbox"/> Other: _____	Depth: _____ Top Width: _____ Bottom Width: _____	
<input type="checkbox"/> In-Stream	(Applicable when collecting samples)			
Flow Present?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If No, Skip to Section 3</i>			
Flow Description (If present)	<input type="checkbox"/> Trickle <input type="checkbox"/> Moderate <input type="checkbox"/> Substantial			

Section 3: Quantitative Characterization

FIELD DATA FOR FLOWING OUTFALLS				
PARAMETER	RESULT	UNIT	EQUIPMENT	
<input type="checkbox"/> Flow #1	Volume		Liter	Bottle
	Time to fill		Sec	
<input type="checkbox"/> Flow #2	Flow depth		In	Tape measure
	Flow width	____' ____"	Ft, In	Tape measure
	Measured length	____' ____"	Ft, In	Tape measure
	Time of travel		S	Stop watch
Temperature		°F	Thermometer	
pH		pH Units	Test strip/Probe	
Ammonia		mg/L	Test strip	

Outfall Reconnaissance Inventory Field Sheet

Section 4: Physical Indicators for Flowing Outfalls Only
 Are Any Physical Indicators Present in the flow? Yes No *(If No, Skip to Section 5)*

INDICATOR	CHECKIT Present	DESCRIPTION	RELATIVE SEVERITY INDEX (1-3)		
			1 - Faint	2 - Easily detected	3 - Noticeable from a distance
Odor	<input type="checkbox"/>	<input type="checkbox"/> Sewage <input type="checkbox"/> Sulfide <input type="checkbox"/> Rancid/sour <input type="checkbox"/> Petroleum/gas <input type="checkbox"/> Other:	<input type="checkbox"/> 1 - Faint	<input type="checkbox"/> 2 - Easily detected	<input type="checkbox"/> 3 - Noticeable from a distance
Color	<input type="checkbox"/>	<input type="checkbox"/> Clear <input type="checkbox"/> Green <input type="checkbox"/> Brown <input type="checkbox"/> Orange <input type="checkbox"/> Red <input type="checkbox"/> Yellow <input type="checkbox"/> Other:	<input type="checkbox"/> 1 - Faint colors in sample bottle	<input type="checkbox"/> 2 - Clearly visible in sample bottle	<input type="checkbox"/> 3 - Clearly visible in outfall flow
Turbidity	<input type="checkbox"/>	See severity	<input type="checkbox"/> 1 - Slight cloudiness	<input type="checkbox"/> 2 - Cloudy	<input type="checkbox"/> 3 - Opaque
Foamables -Does Not Include Trash!!	<input type="checkbox"/>	<input type="checkbox"/> Sewage (Toilet Paper, etc.) <input type="checkbox"/> Petroleum (oil sheen) <input type="checkbox"/> Suds <input type="checkbox"/> Other:	<input type="checkbox"/> 1 - Few/light origin not obvious	<input type="checkbox"/> 2 - Some; indications of origin (e.g., possible suds or oil sheen)	<input type="checkbox"/> 3 - Some; origin clear (e.g., obvious oil sheen, suds, or floating sanitary materials)

Section 5: Physical Indicators for Both Flowing and Non-Flowing Outfalls
 Are physical indicators that are not related to flow present? Yes No *(If No, Skip to Section 6)*

INDICATOR	CHECKIT Present	DESCRIPTION	COMMENTS
Outfall Damage	<input type="checkbox"/>	<input type="checkbox"/> Spalling, Cracking or Chipping <input type="checkbox"/> Corrosion <input type="checkbox"/> Peeling Paint	
Deposits/Stains	<input type="checkbox"/>	<input type="checkbox"/> Oily <input type="checkbox"/> Flow Line <input type="checkbox"/> Paint <input type="checkbox"/> Other:	
Abnormal Vegetation	<input type="checkbox"/>	<input type="checkbox"/> Excessive <input type="checkbox"/> Inhibited	
Poor pool quality	<input type="checkbox"/>	<input type="checkbox"/> Odors <input type="checkbox"/> Suds <input type="checkbox"/> Excessive Algae <input type="checkbox"/> Floatables <input type="checkbox"/> Oil Sheen <input type="checkbox"/> Other:	
Pipe benthic growth	<input type="checkbox"/>	<input type="checkbox"/> Brown <input type="checkbox"/> Orange <input type="checkbox"/> Green <input type="checkbox"/> Other:	

Section 6: Overall Outfall Characterization

Unlikely Potential (presence of two or more indicators) Suspect (one or more indicators with a severity of 3) Obvious

Section 7: Data Collection

1. Sample for the lab? Yes No

2. If yes, collected from: Flow Pool

3. Intermittent flow trap set? Yes No *If Yes, type: OBM Canik dam*

Section 8: Any Non-Ilicit Discharge Concerns (e.g., trash or needed infrastructure repairs)?



DEPARTMENT OF LAW

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

March 9, 2017

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

RECEIVED

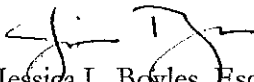
MAR - 9 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION AND, IF SUCCESSFUL, TO ENTER INTO A GRANT AGREEMENT, AND ACCEPT THE FUNDING THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION LOCAL STORMWATER BMP IMPLEMENTATION PROGRAM AWARDED IN THE AMOUNT OF \$197,325.00 TO ADDRESS THE WATER QUALITY PROBLEMS ASSOCIATED WITH URBAN STORMWATER RUNOFF IN THE LACKAWANNA RIVER.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

SE

RESOLUTION NO. _____
2017

APPOINTMENT OF ROBERT J. PALMITESSA, 730 NORTH LINCOLN AVENUE, SCRANTON, PENNSYLVANIA 18504 AS A MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. PALMITESSA WILL FILL THE UNEXPIRED TERM OF STEVEN KOCHIS, WHO RESIGNED ON FEBRUARY 9, 2017. MR. PALMITESSA'S TERM WILL EXPIRE ON JULY 15, 2019.

WHEREAS, Steven Kochis served as a member of the City of Scranton Board of Zoning Appeals; and

WHEREAS, Steven Kochis has tendered his resignation to the Board of Zoning Appeals February 9, 2017; and

WHEREAS, Steven Kochis's resignation creates a vacancy on the Board of Zoning Appeals; and

WHEREAS, Scranton City Council desires to fill that vacancy with the appointment of Robert Palmitessa.

NOW, THEREFORE, BE IT RESOLVED BY SCRANTON CITY COUNCIL THAT Robert Palmitessa, 730 North Lincoln Avenue, Scranton, Pennsylvania, 18504 is hereby appointed to fill the unexpired term of Steven Kochis on the City of Scranton's Zoning Board of Appeals with said term to expire on July 15, 2019.

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

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

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

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE A DEED OF EASEMENT AND RIGHT OF WAY GRANTING TO THE PENNSYLVANIA-AMERICAN WATER COMPANY THE EASEMENT, RIGHT OF WAY AND RIGHTS AS ARE SET FORTH BELOW WITH RESPECT TO THE PROPERTY, WHICH DEED OF EASEMENT AND RIGHT OF WAY SHALL BE IN THE FORM AS ATTACHED HERETO AS EXHIBIT "1".

WHEREAS, by deed dated March 29, 1968 and recorded on March 29, 1968 in Book 641, Page 454 in the Lackawanna County Recorder's Office (the "City Deed"), the City of Scranton conveyed to the Scranton Sewer Authority ("SSA") the following:

The existing Sewer System in the City of Scranton, and all facilities connected therewith, for the collection and conveyance of both sewage and storm water runoff, including, but not limited to main sewers, interceptors, branches, laterals, force mains, drains, manholes, pumping stations, connected with the System and its operation.

ALSO, all easements, rights of way, privileges, rights and licenses howsoever acquired, related to the Sewer System and its operation to which the City of Scranton is in any manner entitled, and all lands and interests in lands acquired and used by the City of Scranton for the construction and operation of all of the elements of the Sewer System.

WHEREAS, the City of Scranton is the owner of a parcel of land now or formerly of Stone Facility Limited Partnership, Inst. No. 200902485, Pin No. 13420060038 Von Storch Avenue, containing 165.94 sq. ft. of land as shown on the drawing entitled "Permanent Easements Across Lands of the City of Scranton, and lands now or formerly of Keystone Concrete Block and Supply with lands of the City of Scranton, Inst. No. 200709819, Pin No. 14508060002, containing 1,004.84 sq. ft. of land as shown on drawing entitled "Permanent Easement Across Lands of the City of Scranton" Exhibit "A" .

WHEREAS, in furtherance of the sale of the Sewer Authority of the City of Scranton's assets to Pennsylvania American Water Company it is necessary to convey an easement and right of way on the aforementioned piece of property from the City to the Sewer Authority of the City of Scranton and/or the Pennsylvania American Water Company; and

WHEREAS, the Scranton Sewer Authority sold its assets to Pennsylvania American Water Company on December 29, 2016; and

WHEREAS, certain improvements forming a part of Von Storch Avenue located on and/or run through lands of the City of Scranton and Pennsylvania American Water Company and Scranton Sewer Authority wish to confirm that the City of Scranton has granted easement rights to SSA for and with respect to any and all such improvements, lines, pipes, and other personal property forming a part of Von Storch Avenue and located on and/or run through the parcels of land owned by the City of Scranton and located in the City of Scranton, Lackawanna County, Pennsylvania being identified as Parcel ID Nos. 13420060038 and 14508060002, having an address of Von Storch Avenue, City of Scranton (the "Property"), as more fully shown on the description and drawing attached hereto entitled "Permanent Easements Across Lands of the City of Scranton" Exhibit "A" .

NOW, THEREFORE, BE IT ORDNANIED BY THE COUNCIL OF THE CITY OF SCRANTON that:

1. The City of Scranton does hereby confirm that it granted to Scranton Sewer Authority, its successors and assigns, an easement and a free uninterrupted and unobstructed right-of-way, in, under, across and over the Property for the purpose of (i) installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time, pipe or pipes, with necessary fittings, appurtenances and attached facilities, including laterals and connections for the collection and transmission of wastewater and (ii) the continued use and maintenance of certain improvements encroaching on the Property as shown on the description and drawing attached hereto entitled "Permanent Easements Across Lands of the City of Scranton" Exhibit "A".

Together with the right to Scranton Sewer Authority, its successors and assigns, to:

(i) enter in and upon the Property with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid wastewater pipelines, appurtenances, improvements, equipment and facilities;

(ii) remove trees, bushes, undergrowth and other obstructions on the Property that are interfering with the activities authorized herein; and

(iii) for doing anything necessary, useful or convenient for the enjoyment of the easements and rights described herein.

The right of the City of Scranton to freely use and enjoy its interest in the Property is reserved to the City of Scranton, its successors and assigns to the degree that the exercise thereof does not endanger, hinder or interfere with the construction, operation, and maintenance of Scranton Sewer Authority's wastewater pipelines, appurtenances and attached facilities. In no instance shall any building, structure or similar improvements be erected within said easement and right of way provided for herein, nor shall the grade or ground cover over Scranton Sewer Authority's facilities be substantially altered, without the prior consent of Scranton Sewer Authority; and

2. The Mayor and other appropriate City officials are hereby authorized to execute a Deed of Easement and Right of Way granting to SSA and/or PAWC the easement, right of way and rights as are set forth above with respect to the Property, which Deed of Easement and Right of Way shall be in the form as attached hereto as Exhibit "1".

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.

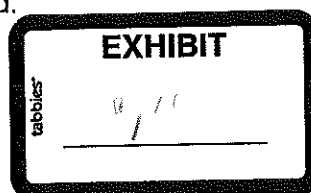
DEED OF EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this _____ day of _____, 2017, by and between **The City of Scranton**, a Municipal Corporation, 340 N. Washington Ave., City of Scranton, County of Lackawanna, and Commonwealth of Pennsylvania hereinafter referred to as the "Grantor" and **Pennsylvania-American Water Company**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an office for the transaction of business at 800 West Hershey Park Drive, Hershey, Pennsylvania, hereinafter referred to as the "Grantee".

W I T N E S S E T H

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of one dollar (\$1.00) lawful money of the United States of America, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, forever, an easement and a free uninterrupted and unobstructed right of way, in, under, across and over the property of the Grantor, situate in the City of Scranton in Lackawanna County, Pennsylvania; said permanent right of ways as described in the attached descriptions (Exhibit A) and as shown on the sketch attached hereto (Exhibit B) and made a part hereof, for the purpose of constructing, reconstructing, installing, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time pipe or pipes, with necessary fittings, appurtenances and attached facilities, including manholes, inlets, laterals and connections for the collection and transmission of wastewater.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described above, through existing access driveway(s) located on the property, with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid wastewater pipelines and appurtenances, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.



The right of the Grantor to freely use and enjoy its interest in the premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or unreasonably interfere with the construction, operation, and maintenance of Grantee's wastewater pipelines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said wastewater mains except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers or unreasonably interferes with the wastewater pipelines and attached facilities.

TO HAVE AND TO HOLD the above granted easement and right of way unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than resodding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and right of way, and has good title to convey the same, having acquired said real estate from Laminations Inc. by virtue of Deed In Lieu of Condemnation dated March 19, 2007 and recorded in the Office of the Recorder of Deeds of Lackawanna County on April 18, 2007 (Instrument # 200709819).
2. That the Grantee shall quietly enjoy the said easement and right of way.
3. That the premises hereby subjected to said easement and right of way are subject to no mortgages except: No Exceptions

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST/WITNESS:

GRANTOR
THE CITY OF SCRANTON

By _____

By _____

IN WITNESS WHEREOF, the Grantee has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST:

GRANTEE
PENNSYLVANIA-AMERICAN WATER COMPANY

By _____

By _____

PIN/MAP # 145.08-060-002

Exhibit A

Description of Property

PERMANENT EASEMENTS
ACROSS LANDS OF
THE CITY OF SCRANTON

Permanent Easement I

All of that certain lot, piece or parcel of land situate in the City of Scranton, County of Lackawanna and State of Pennsylvania bounded and described as follows:

Beginning at a point marking the most southerly corner of lands now or formerly of Stone Facility Limited Partnership, Inst no. 200902485, said point of beginning also being further identified as being located along the extension of the center line of the former right of way of Von Storch Avenue, now vacated by file of Council 49, 1991; Thence along line of other lands of the City of Scranton S 31° 49' 14" W 10.06' to a point; thence over and across lands of the City of Scranton, N 33° 44' 58" W 19.22' and N 31° 49' 14" E 8.91' to a point along line of the aforementioned Stone Facility Limited Partnership; Thence along line of said Stone, S 36° 56' 15" E 18.78' to the place of beginning.

Containing 165.94 sq. ft. of land as shown on drawing entitled "Permanent Easements Across Lands of the City of Scranton" by John R. Hennemuth Associates, Inc.

Permanent Easement II

All of that certain lot, piece or parcel of land situate in the City of Scranton, County of Lackawanna and State of Pennsylvania bounded and described as follows:

Beginning at a point marking a common corner of lands now or formerly of Keystone Concrete Block and Supply with lands of the City of Scranton , Inst No. 200709819, said point of beginning being further described as being located along the extension of the center line of the former right of way of Von Storch Avenue, now vacated by file of Council 49, 1991;said point of beginning also being along line of lands now or formerly of Stone Facility Limited Partnership; Thence along the division line between said Keystone and said City S 58° 10' 46" E 30.00' and S 37° 02' 21" E 12.17" to a point; thence over and across lands of said City of Scranton the following (3) courses and distances: (1) S 31° 49' 14" W 3.04' (2) N 58° 10' 46" W 19.35' and (3) S 31° 49' 14" W 37.85' to a point along line of other lands of the City of Scranton; Thence along said other City lands N 33° 44' 58" W 24.16' to a point; Thence still along said other City lands and along line of lands of the aforementioned Stone Facility Limited Partnership, N 31° 49' 14" E 35.28' to the place of beginning.

Containing 1,004.84 sq. ft. of land as shown on drawing entitled "Permanent Easement Across Lands of the City of Scranton" by John R. Hennemuth Associates, Inc.

Exhibit B

Plan



145.08-060-002
 CITY OF SCRANTON
 INST. No. 200709819
 PERMANENT EASEMENT II

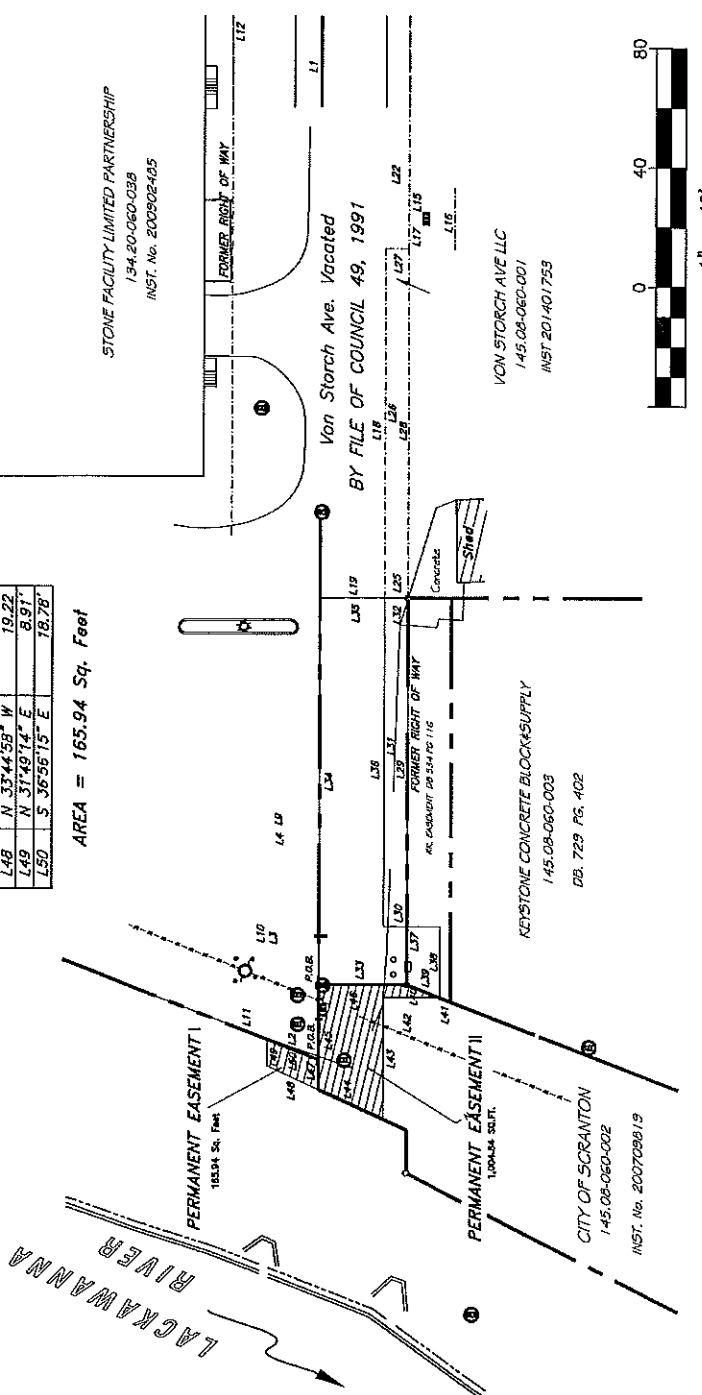
LINE	BEARING	DISTANCE
L40	S 37°02'21" E	12.17'
L41	S 31°49'14" W	3.04'
L42	N 58°10'45" W	19.35'
L43	S 31°49'14" W	37.85'
L44	N 33°44'58" W	24.16'
L45	N 31°49'14" E	35.28'
L46	S 58°10'45" E	30.00'

AREA = 0.02 Acres
 1,004.84 Sq. Feet

CITY OF SCRANTON
 PERMANENT EASEMENT I

LINE	BEARING	DISTANCE
L47	S 31°49'14" W	10.09'
L48	N 33°44'58" W	19.22'
L49	N 31°49'14" E	8.97'
L50	S 36°56'15" E	18.78'

AREA = 165.94 Sq. Feet



SINCE 1956



JOHN R. HENNEMUTH
 & Associates, Inc. Land Surveyors

P.O. BOX 673
 WAVERLY TWP., PA 18471
 (570)586-7535

PERMANENT EASEMENTS ACROSS
 LANDS OF
 THE CITY OF SCRANTON

SCALE: 1" = 40'
 DATE: 10/04/16

DRAWN BY: MD, JMH
 REVISED:

CITY OF SCRANTON, LACKAWANNA CO., PA.

FILE No. 4122

DRAWING NUMBER:
 B-4-16

INVALID WITHOUT EMBOSSED SEAL



DEPARTMENT OF LAW

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

March 2, 2017

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

RECEIVED

MAR - 2 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE A DEED OF EASEMENT AND RIGHT OF WAY GRANTING TO THE PENNSYLVANIA-AMERICAN WATER COMPANY THE EASEMENT, RIGHT OF WAY AND RIGHTS AS ARE SET FORTH BELOW WITH RESPECT TO THE PROPERTY, WHICH DEED OF EASEMENT AND RIGHT OF WAY SHALL BE IN THE FORM AS ATTACHED HERETO AS EXHIBIT "1".

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

RATIFYING AND APPROVING THE SUBMISSION OF A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT FOR FUNDING THROUGH THE DEPARTMENT OF HOMELAND SECURITY PROGRAM IN THE AMOUNT OF \$45,000.00 AND, IF SUCCESSFUL, ACCEPT AND DISBURSE THE GRANT FUNDS TO ENABLE THE SCRANTON POLICE DEPARTMENT TO PREPARE FOR AND RESPOND TO COMPLEX COORDINATED TERRORIST ATTACKS.

WHEREAS, the City of Scranton Police Department (SPD) is desirous of obtaining funds through the Department of Homeland Security Program in the amount of \$45,000.00 to prepare for Complex Coordinated Terrorist Attacks (CCTA). The purpose of this program is to fund the licensing for BAE Systems Geospatial eXploitation Product. This system would enable the SPD to prepare for and respond to CCTAs more effectively and efficiently. A copy of the Grant Application is attached hereto as Exhibit "A" and incorporated herein as if set forth in length; and

WHEREAS, Complex Coordinated Terrorist Attacks have become more widespread in the last decade and preparedness is the responsibility of the entire nation. It is the goal of SPD to develop and promote innovative and replicable approaches to preparing for a CCTA. In order to achieve this goal, SPD has determined the capability gaps that must be addressed in order to develop a comprehensive and sustainable approach to enhance preparedness; and

WHEREAS, SPD's critical vulnerability is the inability to create a common operating picture among all first responders during large events. Also, SPD lacks the ability to track and coordinate all first responders including non-enforcement responders such as vendors, utility companies, Fire and Rescue, Department of Public Works, construction crews, etc. In an effort to rectify these capability gaps, the Scranton Police Department is applying for \$45,000.00 in funding to subscribe to the BAE Systems Geospatial eXploitation Product (GXP). This system will allow SPD to maintain geospatial awareness of personnel and equipment, quickly locate imagery required during an incident, and allow responders to systematically operate in large geographical areas while clearly communicating relative information. More so, this tool is instrumental before, during and after a CCTA; and

WHEREAS, the funding to subscribe to the BAE Systems Geospatial eXploitation Product (GXP) is \$15,000.00 per year. The requested funding would cover the cost for three (3) years. The SPD will provide the initial \$15,000.00 for the first year, with this grant funding an additional three years (2018, 2019, and 2020). The \$15,000 license cost encompasses the GXP Explorer Amazon Cloud Hosted Solution, which includes computation, storage, application and deployment services, as well as other AWS resources as needed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the actions of the City of Scranton Police Department in submitting the Grant Application, substantially in the form attached hereto, are hereby ratified and further, the Mayor and other appropriate city officials are hereby authorized to execute and submit any additional related paperwork for this Grant, and if successful, to accept the grant funds to be used for the Project as detailed in the Grant Application. This approval anticipates the execution of any and all related documentation which may be necessary to complete the grant application including but not limited to the Grant Application.

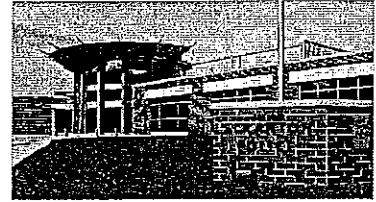
SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid, or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus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

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

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

**Police Department
Maggie Perry
Grant Manager**

Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 558-8335
Fax: (570) 207-0412
mamclane@scrantonpa.gov



SCRANTON

February 10, 2017

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

Re: SPD Grant

Atty. Boyles,

The Scranton Police Department is applying for \$45,000 in funding through the Department of Homeland Security Program to Prepare for Complex Coordinated Terrorist Attacks. I respectfully request that you send legislation to City Council to apply for and accept this award.

The purpose of this program is to fund the licensing for the BAE Systems Geospatial eXploitation Product. This system would enable SPD to prepare for and respond to Complex Coordinated Terrorist Attacks more effectively and efficiently.


Attached are the supporting grant documents.

If you have any questions or concerns please feel free to contact me at 570-558-8335.

Thank you,

Maggie Perry
Grant Manager

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- [Applicant Information](#)
- [SF-424 Information](#)
- [Contacts](#)
- [SF-424A](#)
- [Attachments](#)
- [Certification Regarding Lobbying](#)
- [SF-LLL](#)
- [SF-424B](#)
- [Action History](#)

Application Information

Application Number

[EMW-2016-GR-APP-00125](#)

Funding Opportunity Name

Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks

Funding Opportunity Number

DHS-16-NPD-133-00-01

Application Status

Submitted

Applicant Information

Legal Name

[City of Scranton](#)

Type

City or township governments

Division Name

Scranton Police Department

Department Name

Scranton Police Department

Employer Identification Number (EIN)

24-6000704

Other Organizations that share this EIN

DUNS Number

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="45,000.00"/>
* b. Applicant	<input type="text" value="15,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="60,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Homeland Security - FEMA

11. Catalog of Federal Domestic Assistance Number:

97.133

CFDA Title:

Preparing for Emerging Threats and Hazards

* 12. Funding Opportunity Number:

DHS-16-NPD-133-00-01

* Title:

Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

The Scranton Police Department partnered with the BAE Systems to in order to remedy the department's critical vulnerability when facing a Complex Coordinated Terrorist Attack.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): [] * Other (Specify): []		
* 3. Date Received: Completed by Grants.gov upon submission.		4. Applicant Identifier: []
5a. Federal Entity Identifier: []		5b. Federal Award Identifier: []
State Use Only:		
6. Date Received by State: []		7. State Application Identifier: []
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Scranton		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 20-6000704		* c. Organizational DUNS: 0604978560000
d. Address:		
* Street1: 340 N. Washington Avenue		
Street2: []		
* City: Scranton		
County/Parish: []		
* State: PA: Pennsylvania		
Province: []		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 18503-1522		
e. Organizational Unit:		
Department Name: Scranton Police Department		Division Name: []
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: []		* First Name: Maggie
Middle Name: []		
* Last Name: Perry		
Suffix: []		
Title: Grant Manager		
Organizational Affiliation: []		
* Telephone Number: 570-558-8335		Fax Number: []
* Email: mamclane@scrantonpa.gov		

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	DHS-16-NPD-133-00-01
Opportunity Title:	Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks
Opportunity Package ID:	PKG00229647
CFDA Number:	97.133
CFDA Description:	Preparing for Emerging Threats and Hazards
Competition ID:	
Competition Title:	
Opening Date:	12/07/2016
Closing Date:	02/10/2017
Agency:	Department of Homeland Security - FEMA
Contact Information:	CCTA Program Office FEMA-CCTA@fema.dhs.gov

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS00027952
Application Filing Name:	City of Scranton
DUNS:	0604978560000
Organization:	SCRANTON, CITY OF (INC)
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	2.1
Requirement:	Mandatory
Upload Count:	0
Download Date:	02/02/2017
Form State:	No Errors

FORM ACTIONS:

Quote Name: Scranton PD (1) OnScene Hosted Solution

Quote Number: Q161218571

Version #: 1

23. Any Services provided are subject to the terms and conditions of the standard BAE Systems Professional Services Agreement, which is hereby incorporated by reference and made part of this Quote. See www.geospatialexploitationproducts.com. It is the sole obligation of the Buyer to read and understand the applicable BAE Systems Professional Service Agreement before submitting an Order and the Buyer's submission of the Order shall be deemed to be express acceptance of the BAE Systems Professional Service Agreement.

IV. System Integrators. If the Quote and subsequent Order includes the delivery of Software or Hardware to a Buyer, who will then install, integrate, incorporate, or otherwise make the deliverable part of an end-product, system, package, solution, or kit, they will be considered a System Integrator and the following terms and conditions apply:

24. Any Services provided are subject to the terms and conditions of the standard BAE Systems Professional Services Agreement, which is hereby incorporated by reference and made part of this Quote. See www.geospatialexploitationproducts.com. It is the sole obligation of the Buyer to read and understand the applicable BAE Systems Professional Service Agreement before submitting an Order and the Buyer's submission of the Order shall be deemed to be express acceptance of the BAE Systems Professional Service Agreement.

25. System Integrator Requirement. Buyer shall have no right or license to sell BAE Systems' Software or delivered Hardware on a stand-alone basis. Buyer agrees that it is seeking this Quote for an identified opportunity and that BAE Systems' Software and/or delivered Hardware (in the aggregate) will not constitute more than seventy-five percent (75%) of the Buyer's end-product, system, package, solution, or kit.

V. Foreign Orders.

26. Foreign Corrupt Practices Act. The Buyer understands that BAE Systems will not tolerate corruption in its dealings with governmental or private customers. By issuing an Order against the Quote, Buyer confirms its understanding of the Foreign Corrupt Practices Act (the "FCPA") (15 U.S.C. Section 78dd-1, et. seq.), as amended. Additionally, Buyer represents, warrants, and covenants that it shall comply fully with the FCPA. Buyer further represents, warrants, and covenants that it has not and will not, directly or indirectly, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value, to:

- a. an officer, employee, agent or reseller of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity therefor or on behalf thereof;
- b. a candidate for political office, any political party or any official of a political party; or
- c. any other person or entity while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing persons, for the purpose of influencing any act or decision of such government official, political party, party official, or candidate in his or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such person or entity, or inducing such person or entity to use his or its influence with the government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist Buyer or BAE Systems in the promotion, marketing, or sale of any deliverable provided under this Quote, subsequent Order, or any applicable agreement.

VI. Subscriptions. If the Quote and subsequent Order includes a subscription-based access to and/or use of Software and related services, the terms and conditions of the standard BAE Systems Subscription Agreement are applicable. See: www.geospatialexploitationproducts.com

Quote Name: Scranton PD (1) OnScene Hosted Solution

Quote Number: Q161218574

Version #: 1

such an instance, Buyer shall have no right to use the Software and shall flow the standard BAE Systems Software License Agreement to the end-user, who must accept its terms and conditions and who will be considered the licensee for the purposes of the BAE Systems standard Software License Agreement.

16. Access to Software. Use of and access to the Software is strictly limited to the number of licenses purchased, as reflected in the Quote and Order, whether the Software is accessed via a physical or virtual machine (including, but not limited to, computers, processors, servers, terminals; software-based virtual servers or computers, Internet or cloud-based servers or computers). For avoidance of doubt, a separate license must be purchased for each instance of a virtual machine on which Software operates. It is understood that failure to comply with this provision is a material breach of the Terms and Conditions and may result in immediate termination of the Software License Agreement(s).
17. Virtual Machine License Keys. Temporary license keys will be issued in instances where use of Software will be operated on a virtual machine ("VM License Key").
18. License Duration. Temporary licenses will be issued at the time of order placement. Permanent licenses will be issued only after payment is made in full.
19. Upgrade Entitlement; Maintenance
- For additional payment, Upgrade Entitlement ("UE") services may be provided as stated in UE Policy Overview. See www.geospatialexploitationproducts.com/content/upgrade-entitlement. For avoidance of doubt, UE services are only applicable to BAE Systems' GXP products.
 - UE is not discountable. The period of performance for the UE is one year. Subscription fee(s) are payable yearly in advance of period of performance commencement (FAR 52.232-12 (a)).
 - The period of performance for UE commences 91 days after factory shipment of the Software, unless otherwise agreed to by BAE Systems.
 - A reinstatement fee will be charged for all new and renewal upgrade entitlement (UE) orders received after existing warranty and entitlement expiration dates. This reinstatement fee is in addition to the entitlement fee. The new entitlement UE date will start one day after the last warranty and UE date has expired. UE renewal orders and the associated fee(s) must be received by the UE expiration date to avoid reinstatement penalties. Orders are subject to ten percent (10%) of reinstatement penalty fees for each month beyond the UE expiration date (i.e., less than thirty (30) days late is subject to a ten percent (10%) penalty fee; beyond thirty (30) days late is subject to a twenty percent (20%) penalty fee; past sixty (60) days late subject to a thirty percent (30%) penalty fee, etc.). Orders received greater than ten (10) months beyond the entitlement expiration date are subject to a one hundred percent (100%) of the reinstatement fee and retroactive UE subscription.
 - Issuance of Software Keys. For all purposes, including, but not limited to, expiration of VM License Key and transfer of Software, a UE is required in order to issue a replacement software license key, whether the replacement key is for a physical machine or virtual machine, and whether the license duration is temporary or permanent.
 - For additional payment, and where applicable, Maintenance services may be provided for BAE Systems' SIG products as stated in Maintenance Support Services. See www.geospatialexploitationproducts.com.
 - In connection with UE, Maintenance, classified software licenses and other work as may be required, BAE Systems must be provided with reasonable access, both physical and virtual, to any premises, systems, facilities and Software, as necessary, including, but not limited to, assisting with necessary authorizations, security clearances (ex. DD254) and consents, whether from third parties or otherwise.
20. Software Documentation is on CD ROM, consisting of PDF versions of the User Manual and System Administrator Manual, together with BAE Systems Help. Customers also have access to frequently asked questions (FAQ's) and a discussion forum at www.baesystems.com/gxp.
21. Before purchasing new hardware to run GXP applications, customers should visit www.baesystems.com/gxp, for information about suitable computer configurations and, in particular, the range of graphics cards that are supported for stereoscopic viewing.

iii. Hardware. If the Quote and subsequent Order include the delivery of Hardware, the following terms and conditions apply:

22. Hardware warranties will be offered on a case-by-case basis, and will be based solely on the manufacturer's warranties; if any. Warranties of Hardware currently offered by the Original Equipment Manufacturers (OEMs) shall pass to the Buyer and shall be the Buyer's sole and exclusive remedy to correct deficiencies in the Hardware. BAE SYSTEMS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. BAE Systems makes no warranties regarding any portion of any hardware deliverable developed by Buyer or by any third party, including any third party software, hardware or other third party products provided by BAE Systems.

Quote Name: Scranton PD (1) OnScene Hosted Solution

Quote Number: Q161218571

Version #: 1

applicable. ("Terms and Conditions") will be the only Terms and Conditions applicable to any resultant Order. Any Order received attempting to change, add to, or amend the standard BAE Systems Terms and Conditions will be deemed unacceptable and will be returned to the Buyer, unexecuted by BAE Systems. Buyer's issuance of an Order shall be deemed express acceptance of all applicable Terms and Conditions.

7. **Warranty.** EXCEPT AS OTHERWISE AGREED TO, BAE SYSTEMS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.
 8. **Limitation of Liability.** EXCEPT AS OTHERWISE AGREED, BAE SYSTEMS LIABILITY SHALL NOT EXCEED THE VALUE OF THE ACCEPTED ORDER FOR WHICH ANY CLAIM OF LOSS OR DAMAGE AROSE. UNDER NO CIRCUMSTANCES SHALL BAE SYSTEMS, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, OR SUBCONTRACTORS BE LIABLE FOR ANY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM THIS SALE OF SOFTWARE OR SERVICES TO BUYER.
 9. **Indemnification.** Except as otherwise agreed, Buyer agrees to indemnify, defend and save harmless BAE Systems, including its parent corporations, affiliates, and subsidiaries, from and against any and all third party claims and related liability for bodily injury to persons (including death) or damage to or loss of tangible personal property to the extent caused by the negligent acts, omissions, or misrepresentations of Buyer, its Consultants, agents or employees, including any and all expense and cost, legal or otherwise, incurred by BAE systems in the defense of any claim, demand or action arising out of any BAE Systems' delivery to Buyer; provided, however, that Buyer shall not be liable for injury to persons or damage to or loss of property caused by the sole negligence of BAE Systems.
 10. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Quote, or any other applicable agreement, shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Quote or any other applicable agreement; and this Quote or any other applicable agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
 11. **Waiver.** If BAE Systems should waive any breach of any provision of this Quote, or any other agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of the Quote or applicable agreement.
 12. **Force Majeure.** Any delay or nonperformance of any obligation anticipated by this Quote, required by an Order, or outlined in the applicable Terms and Conditions caused by conditions beyond the reasonable control of BAE Systems shall not constitute a breach of this Quote. A subsequent Order, or applicable agreement, and the time for performance of such obligation, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
 13. **Governing Law.** The transaction and all actions arising therefrom shall be governed by the laws of the State of California, USA, without regard to principals of conflicts of law. Each of the parties hereto agrees that any litigation with respect to this transaction or actions arising therefrom shall be brought only in a federal or state court of competent jurisdiction located in the Counties of Southern California, and the parties agree to submit to the jurisdiction of such courts. The provisions of the International Sale of Goods Act and the United Nations' Convention for Contracts of the International Sale of Goods are hereby excluded and shall not apply.
 14. **Confidentiality.** BAE Systems considers this Quote to be proprietary and confidential information. Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Quote or subsequent Order or the subject matter thereof, shall be made by Buyer without the prior written approval of BAE Systems.
- 1). **Software.** If the Quote and subsequent Order will include the delivery of Software, the following conditions also apply:
15. **Use of Software.** Use of Software is subject to the terms and conditions of the standard BAE Systems Software License Agreement(s) applicable to the Software being delivered, which is hereby incorporated by reference and made part of this Quote. See also, [geospatialexploitationproducts.com/license/agreements](#). It is the sole obligation of the Buyer to read and understand the applicable BAE Systems Software License Agreement before submitting an Order and the Buyer's submission of the Order shall be deemed to be express acceptance of the BAE Systems Software License Agreement(s). If the Buyer intends to procure only Software on behalf of an end user without first integrating it into a larger end-product, system, package, solution, or kit, Buyer must receive written approval from BAE Systems prior to any transfer of the Software to the end user. In

Quote Name: Scranton PD (1) OnScene Hosted Solution

Quote Number: Q161218571

Version #: 1

This Quotation ("Quote") contains the terms and conditions that will apply to any delivery made by BAE Systems Information and Electronic Systems Integration Inc. ("BAE Systems") to you, the Buyer. This Quote also references additional terms and conditions that will apply to Buyer's purchase of Software, Hardware, or Services. It is incumbent upon the Buyer to read all associated terms and conditions and Buyer's issuance of a Purchase Order ("Order") will be considered acceptance of all identified terms and conditions.

Terms and Conditions:

I. General

1. Prices. Prices are in U.S. Dollars, firm for thirty (30) days unless otherwise noted. Prices are exclusive of any applicable sales and use taxes, withholding taxes, service taxes, value added taxes, goods and services taxes, applicable export and import fees, import, export and excise duties, customs duties, and similar charges and are payable by the Buyer.
2. Purchase Orders, Orders, for which these terms and conditions pertain, shall outline any software, hardware, services or other goods that BAE Systems is to provide to Buyer for payment; can be sent via email, fax or direct mail. Orders shall be made out to BAE Systems Information and Electronic Systems Integration Inc. Orders can also be submitted via EXOSTAR ID EXO 7493 (if applicable). The mailing address is:

GXP Software Sales Office
BAE Systems Information and Electronic Systems Integration Inc.
Mail Zone 604-GXP
10920 Technology Place
San Diego, CA 92127-1874
Tel: +1 (703) 668-4385 or (800) 316-9643 (US only)
Fax: +1 (858) 592-1086
E-mail: gxporders@baesystems.com
3. Payment Terms. Net thirty (30) days, unless otherwise noted. Orders must be fully funded. Payment for training services is required net thirty (30) days from the BAE Systems Invoice date. Payments are to be made to BAE Systems Information and Electronic Systems Integration Inc. Payments can be made by electronic transfer, check, Visa or MasterCard.

Electronic Funds Transfer (Preferred Method)

BAE Systems Information and Electronic
Systems Integration Inc.
Citibank N.A.
ABA # 031100209
Deposit Account: 3880-6594
Swift Code: CITIUS33 for further credit to 031100209

Mailing Lockbox Address:

BAE Systems Information and
Electronic Systems Integration, Inc.
c/o
Citibank N.A.
P.O./Lockbox 7247-6941
Philadelphia, PA 19170-6941

Bank Address and Contact Information:

Citibank N.A.
One Penn's Way
New Castle, DE 19720
Phone: +1 (302) 325-6016
Email: bae.service@citigroup.com

4. Independent Contractors. The relationship of BAE Systems and Buyer established by this Quote, a subsequent Order, or any applicable agreement is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by the applicable Terms and Conditions.

5. Export Control/ Classified Deliverables. Your Quote may reference commercial software products ("Software") and/or engineering, development, or training services ("Services") subject to U.S. Export Licensing Regulations. Export of such Software or Services is governed by the Export Administration Regulations (EAR) and/or the International Traffic in Arms Regulations (ITAR). Export of such Software or Services to a non-U.S. person/entity may not be made without the proper prior authorization of the U.S. Government. Violations may result in administrative, civil or criminal penalties. The ECCN or USML (United States Munitions List) Category may be provided upon the Buyer's request.

Classified Software or Services must be used for the performance of tasks or services essential to the fulfillment of a classified prime contract, or subcontract. Buyers of classified Software or Services certify that the classified deliverables will be used accordingly. Use of classified deliverables is governed by DoD 5220.22-M, National Industrial Security Program Operating Manual and/or other applicable U.S. Government regulations on the use and protection of classified data.

6. Applicable Terms and Conditions. The terms and conditions noted in this Quote and the associated Software License Agreement, Professional Services Agreement, Upgrade Entitlement Policy Overview, Maintenance Support Services, Subscription Agreement or third party agreement, where

Quotation

acct. #
TRAINING & CONF.



Quote Name: Scranton PD (1) OnScene Hosted Solution

Quote Number: Q161218571

Version #: 1

Date:	Quotation Expiration Date:	DUNS:	TIN:	Cage Code:
Dec 5, 2016	Jan 31, 2017	08-011-9028	52-2268742	12436

To: Carl Graziano
 Company: Scranton Police Department
 Site:
 Phone: (570) 348-4130
 Fax:
 Email: cgraziano@scrantonpa.gov

From: Scott Deitrich
 Phone: +1 5714550719
 Fax: (858) 592-1086
 Email: scott.deitrich@baesystems.com

Item	Product	Part #	Qty	Extended Price**
01	GXP Explorer Amazon Cloud Hosted Solution - Public Safety (Exportable)(EAR)	3070-F	1	\$15,000.00

Product Description: The Amazon Cloud Hosted Solution includes the compute, storage, application and deployment services, and other AWS resources as needed, to run the GXP Explorer server in the Amazon Web Services environment. The GXP Explorer cloud hosted solution uses multiple web server and application service nodes with AWS auto-scaling enabled to allow automatic addition and removal of nodes to meet demand. This License is good for 1 year.

Note: Subscription includes one year access to: (1) GXP Explorer (Transition to OPSView in March 2017) - 15 Web Users - Hosted in the Amazon Cloud - 100 GB of AWS cloud storage (2) SOCEIT GXP GA Bundle - 1 SOCEIT GXP geanalysis bundle (Desktop Software) - Floating licenses (Can be used on multiple computers, just not simultaneously) (3) GXP Mobile Apps (150 mobile users) - GXP OnScene - GXP Explorer Mobile - GXP SNAP

If order received by expiration date: 01/31/2017

Quote Total: \$15,000.00

** Extended Price = List Unit Price x Quantity

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. BAE Systems Geo-spatial Exploitation Product	\$ 15,000.00	\$	\$	\$ 15,000.00
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$ 15,000.00	\$	\$	\$ 15,000.00

SECTION D - FORECASTED CASH NEEDS

Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
14. Non-Federal	\$ 15,000.00	\$ 0.00	\$ 0.00	\$ 0.00
15. TOTAL (sum of lines 13 and 14)	\$ 15,000.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. BAE Systems Geo-spatial Exploitation Product	\$	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: 0

22. Indirect Charges: 0

23. Remarks:

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	B&E Systems Geo-spatial Exploitation Product				
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other	60,000.00				60,000.00
i. Total Direct Charges (sum of 6a-6h)	60,000.00				\$ 60,000.00
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 60,000.00	\$	\$	\$	\$ 60,000.00
7. Program Income	\$	\$ 0.00	\$	\$	\$

Standard Form 424A (Rev. 7-97)
Prescribed by OMB (Circular A-102) Page 1A

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BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. BAE Systems Geo-spatial Exploitation Product	97.133	\$ 0.00	\$ 0.00	\$ 45,000.00	\$ 15,000.00	\$ 60,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 45,000.00	\$ 15,000.00	\$ 60,000.00

Training

Description	Personnel	Fringe Benefits	Consultants	Travel	Equipment	Conference	Supplies	Other	Indirect	Total
Not Applicable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Exercising Activities and Cost

Description	Format	Personnel	Fringe Benefits	Consultants	Travel	Equipment	Conference	Supplies	Other	Indirect	Total
Not applicable		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Exercise Implementation

Description	Format	Personnel	Fringe Benefits	Consultants	Travel	Equipment	Conference	Supplies	Other	Indirect	Total
BAE System	Licensing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$60,000

Total Project Costs

Personnel	Fringe Benefits	Consultants	Travel	Equipment	Conferences	Supplies	Other (Licensing)	Indirect	Total
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 60,000	\$ 0	\$ 60,000

Management and Administration

Description	Total
Not Applicable	\$ 0

Identifying Gaps

Description	Personnel	Fringe Benefits	Consultants	Travel	Equipment	Conference	Supplies	Other	Indirect	Total
Not Applicable	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Planning

Description	Personnel	Fringe Benefits	Consultants	Travel	Equipment	Conference	Supplies	Other	Indirect	Total
Not Applicable	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0



OFFICE OF THE MAYOR

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

February 8, 2017

CCTA Program Office
Jeff Afman
400 C Street SW
Washington, DC 20472

Dear Mr. Afman,

As Mayor of the City of Scranton I would like to take this opportunity to offer my full support of the Scranton Police Department's application for the Department of Homeland Security Program to Prepare for Complex Coordinated Terrorist Attacks.

The Scranton Police Department is requesting \$45,000.00 in funding for the continued subscription of the BAE System Geospatial eXploitation Product. This system will rectify the Scranton Police Department's critical vulnerability, creating a common operating picture among all first responders when preparing for and responding to Complex Coordinated Terrorist Attacks.

In closing, I would like to thank you for your time and consideration on this matter. Any assistance you could offer would be greatly appreciated.

If you should have any questions please do not hesitate to contact me at (570)348-4101.

Sincerely,


William L. Courtright
Mayor, City of Scranton

Impact:

The capability gaps that SPD face when dealing with a CCTA are the inability to create a common operating picture and the inability to coordinate all emergency personnel. The BAE Systems Geospatial eXploitation Product (GXP) will address both gaps. This system would allow SPD to maintain geospatial awareness of personnel and equipment, share assets, location and conditions across response units and agencies, and share critical information and plans in real-time with resources in the field. This system can also overlay a grid and essential information such as entry points and resource locations on aerial imagery and identify critical features that may have an impact on tactical operations. GXP provides a streamlined workflow that enables responders to hit the ground running, and coordinate for maximum efficiency and speed when executing tactical operations.

SPD being awarded this funding would impact the entire Lackawanna County and Northeast Pennsylvania region because all departments that have a signed mutual aid agreement with SPD would have access to the system. BAE would be used to plan large events and respond to CCTAs in not only Scranton but every department in Lackawanna County and the seven counties in Northeast Pennsylvania that our Special Operations Group and Bomb Unit respond to.

Budget:

The Scranton Police Department is applying for \$45,000 in funding to subscribe to the BAE Systems Geospatial eXploitation Product (GXP). The cost of this system is \$15,000 per year; the requested funding would cover the cost for three years. The Scranton Police Department will provide the initial \$15,000 for the first year, with this grant funding an additional three years (2018, 2019, and 2020). The \$15,000 license cost encompasses the GXP Explorer Amazon Cloud Hosted Solution including the compute, storage, application and deployment services, as well as other AWS resources as needed.

When the project period ends the Scranton Police Department will pay for the continued cost through the general operating budget. The current financial instability of the City of Scranton makes it difficult to procure innovative technology. However, it is estimated that the "distress status" of the City of Scranton will be lifted in the next three years, enabling the SPD to absorb the cost of this system.

Design and Implementation:

Complex Coordinated Terrorist Attacks unfortunately have become more widespread in the last decade and preparedness is the responsibility of the entire nation. It is the goal of SPD to develop and promote innovative and replicable approaches to preparing for a CCTA. In order to achieve this goal SPD has determined the capability gaps that must be addressed in order to develop a comprehensive and sustainable approach to enhance preparedness.

SPD's critical vulnerability is the inability to create a common operating picture among all first responders during large events. Also SPD lacks the ability to track and coordinate all first responders including non-enforcement responders such as vendors, utility companies, Fire and Rescue, construction crews etc. In an effort to rectify these capability gaps the Scranton Police Department is applying for \$45,000 in funding to subscribe to the BAE Systems Geospatial eXploitation Product (GXP). This system would allow SPD to maintain geospatial awareness of personnel and equipment, quickly locate imagery required during an incident, allow responders to systematically operate in large geographical areas while clearly communicating relevant information. More so, this tool is instrumental before, during and after a CCTA.

SPD will use this system to plan for CCTAs at large events by conducting site assessments, reviewing Incident Action Plans and integrating floor plans into the GXP platform. During the event the GXP program allows first responders to download the floor plans and map overlay. Also they can manage self-dispatching, alleviate some of the unnecessary radio traffic, and ensure containment is set; after the incident GXP can be utilized to conduct the investigation. The after action review of the 2015 San Bernardino terrorist attack outlines many challenges that could have been overcome with an interactive real time display of first responders.

This tool will solidify the public/private partnership especially in the post incident phase of the attack when the non-enforcement support, such as the Red Cross, is most needed. During a CCTA the police could be operating within the "three block war zone" paradigm where concurrent missions are being worked at different phases.

SPD has taken proactive steps to advance the department's readiness by enhancing interoperability with mutual aid agencies and ensuring that all departmental programs that foster the public/private partnerships receive the priority they deserve. The Scranton Police Department has always been focused on strengthening the community/police partnerships through the implementation of programs such as the "Be Part of the Solution" campaign and the Community Surveillance Network both of which rely heavily on strong partnerships. Dedicated to building trust and promoting accountability SPD is in the process of implementing a Body-Worn Camera program and is the only police department in Northeast Pennsylvania to execute a community policing program using beat officers in low income neighborhoods.

The City of Scranton, the seat of Lackawanna County, has a proud history of working closely with other law enforcement agencies throughout the area. Scranton hosted over 30 large pre-planned events in 2016 alone; every one of these events involved cooperation between multiple agencies in both the public and private sector. The best way to prepare for a CCTA at one of these events is through deliberate planning involving all partners to ensure adherence to key response fundamentals, Incident Command System structure and NIMS compliance. The BAE System would enable the SPD to address capability gaps and easily work with partnering agencies to effectively and efficiently prepare and respond to complex coordinated terrorist attacks.

Need:

The City of Scranton, the sixth largest city in Pennsylvania is 25.2 square miles with a residential, industrial, and commercial composition. In 1992 Scranton was determined a "financially distressed city" under Pennsylvania Act 47. Over twenty years later, Scranton remains distressed and faces multimillion-dollar budget deficits, causing significant reductions to the police budget. The financial distress prevents the Scranton Police Department (SPD) from procuring advanced technology and implementing innovative initiatives to combat crime and build community relations. Scranton is located within 125 miles of both New York City and Philadelphia and contains an army ammunition plant, three major hospitals, two universities and one college. The Scranton Police Department (SPD) is part of the Northeast Terrorism Task Force and our Special Operations Group and Bomb Unit respond to incidents in seven counties; the Special Operations Group is also a first responder to Sanofi Pasteur Inc. distribution site- one of the leading manufacturers of vaccines in the world.

World and national events have increased threat awareness in our city. Complex Coordinated Terrorist Attacks (CCTA) are becoming more common and it is the responsibility of local police departments to assess their risks and take the necessary steps to strengthen their capabilities in order to prepare for, prevent and respond to a CCTA.

It is the goal of SPD, through this program, to identify capability gaps related to preparing for, preventing and responding to a CCTA and to develop comprehensive and sustainable approaches to enhance preparedness and response. SPD's critical vulnerability is the inability to create a common operating picture among all first responders of each discipline; without it, command and control suffers due to the varying degrees of situational awareness. Additionally, much of the data that is needed at the first responders' level cannot be verbalized for radio transmission (i.e. floor plans and incident action plans).

The method of a terrorist's attack cannot be forecasted; we can however learn from past attacks and through a proper planning process we should be able to identify and mitigate potential threats. The spontaneous attack is the most difficult response to coordinate. Adherence to key response fundamentals will assist us in preparing for and responding to an attack. The best way to familiarize the first responders with the response fundamentals, especially when multiple agencies are involved, is through the deliberate planning of pre-planned events.

In 2016 SPD has been either the lead agency or a participating agency in over 35 preplanned large crowd events, and eight rapid planning large crowd events; these include the St. Patrick's Day Parade- drawing a crowd of over 100,000 annually and several rallies for both Presidential candidates. In addition, SPD assists at the Toyota Pavilion at Montage which hosts a number of events that brings an estimated 220,000 people per year. All of these events involved coordination between multiple agencies. What was lacking during the planning and implementation of these events was the ability to share assets, location and conditions across response units and agencies regardless of geographical location and to create a common operating picture among all first responders.

Due to the severe financial distress of the City of Scranton, SPD has been unable to implement strategies that would help prepare for and prevent a CCTA. At this time no other funding has been secured related to preparing for, preventing, or responding to a complex coordinated attack.

Program to Prepare Communities for Complex Coordinated Terrorist Attacks
City of Scranton
EMW-2016-GR-APP-00125

Project Narrative

Background

Name of primary applicant: City of Scranton

Name and title of lead POC: Maggie Perry, Grant Manager

Address: 100 S. Washington Avenue
Scranton, Pa 18503

Phone number: (570) 558-8335

Email: mamclane@scrantonpa.gov

Authorizing Official: Mayor William Courtright

Address: 340 N. Washington Avenue
Scranton, Pa 18503

Phone number: (570) 348-4101

Email: kgarvey@scrantonpa.gov



Action History

10 records per page

Showing 1 to 2 of 2 entries

Search:

User	Action	Description	Date
System	Status Change	Application status updated from Pending Submission to Pending Review	<u>02/10/2017 11:09</u> <u>-05:00</u>
System	Status Change	Application status updated from Pending Review to Pending Submission	<u>02/06/2017 10:12</u> <u>-05:00</u>

- [← Previous](#)
- [1](#)
- [Next →](#)

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Applicant's Organization:

City of Scranton

Signing Authority Name:

Maggie Perry

Signature Date:

02/10/2017

Signatory Authority Title:

Maggie Perry

I, **Maggie Perry**, or my designee am hereby providing my signature for this application as of **02/10/2017**

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Expiration Date
12/31/2013



Status Not Applicable

Form Not Applicable to Application
Yes

SF-424B

Assurances for Non-Construction Programs

OMB Number
4040-0007
Expiration Date
06/30/2014



Status Signed

Date Signed 02/10/2017

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicant's Organization:

City of Scranton

Signing Authority Name:

Mrs. Maggie Perry

Signature Date:

02/10/2017

Signatory Authority Title:

Maggie Perry

I, Maggie Perry, or my designee am hereby providing my signature for this application as of 02/10/2017

SF-LLL

Disclosure of Lobbying Activities

OMB Number

0348-0046

Remarks

annual licensing subscription \$15,000

SF-424A Budget Information - Non-Construction Programs (4040-0006)

SF-424A Budget Information - Non-Construction Programs (4040-0006)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 4040-0006. The time required to complete this information collection is estimated to average 1.8 hours per response, including the time to review instructions, search existing data resources, gather the data needed and complete and review the information collection.

If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Health & Services, OS/OCIO/PRA, 200 Independence Ave., S.W., Suite 537-H, Washington D.C. 20201, Attention: PRA Reports Clearance Officer.

Agency, Total Responses, Average Burden per response in Hours, Total Burden Hours

- CNCS, 10, 4, 40
- DOI, 1274, 49/60, 1046
- DOS, 150, 5/60, 13
- EPA, 9098, 1.97, 17905
- SSA, 1400, 30/60, 700
- TREAS, 276, 1, 276
- VA, 184, 15/60, 46
- USDA, 7241, 3, 21723
- DOC, 5685, 20/60, 1895
- DOT, 50, 1.6, 80
- DHS, 150, 2, 300



Attachments

Attached Documents	Title	Description
Form SF424 2 1-V2.1.pdf	Form SF424_2_1-V2.1.pdf	Submitted in Grants.gov
Form GG LobbyingForm-VI.1.pdf	Form GG_LobbyingForm-VI.1.pdf	Submitted in Grants.gov
GrantApplication.xml	GrantApplication.xml	Submitted in Grants.gov
Mayor's letter.pdf	Letter of Support	Attached in ND grants
quote.pdf	Quote	Attached in ND grants
SF 424A- Budget.pdf	Budget Information- Non Construction	Attached in ND grants
SF 424B Standard Assurances.pdf	Standard Assurances	Attached in ND grants
SFLLL Lobbying.pdf	Standard Form LLL	Attached in ND grants
Budget Detail Worksheet.docx	Budget Detail Worksheet	Attached in ND grants
Project Narrative.docx	Project Narrative	Attached in ND grants

Certification Regarding Lobbying

Status Signed
 Date Signed 02/10/2017

Certification for Contracts, Grants, Loans, and Cooperative Agreements

SF-424A

Budget Information for Non-Construction Programs

OMB Number
4040-0006
Expiration Date
06/30/2014



Grant Program
Preparing for Emerging Threats and Hazards
CFDA Number
97.133

Budget Object Class	Amount
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$45,000.00
Total Direct Charges	\$45,000.00
Indirect Charges	\$0.00
Budget Category Total	\$45,000.00
Non-Federal Resources	Amount
Applicant	\$0.00
State	\$0.00
Other	\$0.00
Total Non-Federal Resources	\$0.00
Income	Amount
Program Income	\$0.00
Total Budget	Amount
Federal	\$45,000.00
Non-Federal	\$0.00
Total Project Cost	\$45,000.00

Direct Charges Explanation
Indirect Charges Explanation

Forecasted Cash Needs (Optional)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total First Year
Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Federal	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
Total	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00

Future Funding Periods (Years) (Optional)

First	Second	Third	Fourth	Total
\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$60,000.00

060497856
 DUNS+4
 Applicant Congressional District
 Congressional District 17, PA

Physical Address
 340 N. Washington Avenue
 Scranton, Pennsylvania 18503-1522
 UNITED STATES

Mailing Address
 340 N. Washington Avenue
 Scranton, Pennsylvania 18503-1522
 UNITED STATES

SF-424 Information

Project Information

Project Title
 The Scranton Police Department partnered with the BAE Systems to in order to remedy the department's critical vulnerability when facing a Complex Coordinated Terrorist Attack.

Program/Project Congressional Districts
 PA-17

Proposed Start Date
 06/08/2017

Proposed End Date
 06/07/2020

Areas Affected by Project (Cities, Counties, States, etc.)
 City of Scranton and Lackawanna County

Estimated Funding

Funding Source	Estimated Funding (\$)
Federal Funding	\$45,000.00
Applicant Funding	\$15,000.00
State Funding	\$0.00
Local Funding	\$0.00
Other Funding	\$0.00
Program Income Funding	\$0.00
Total Funding	\$60,000.00

Is application subject to review by state under the Executive Order 12372 process?
 Program is subject to E.O. 12372 but has not been selected by the State for review.

Is applicant delinquent on any federal debt?
 No

Contacts

Contact Name	Email	Primary Phone Number	Contact Types
Perry, Maggie	mamclane@scrantonpa.gov		Authorized Official Signatory Authority Primary Contact
Perry, Maggie	mamclane@scrantonpa.gov	570-558-8335	Secondary Contact

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- [SF-LLL](#)
- [SF-424B](#)
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Application Information

Application Number

[EMW-2016-GR-APP-00125](#)

Funding Opportunity Name

Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks

Funding Opportunity Number

DHS-16-NPD-133-00-01

Application Status

Submitted

Applicant Information

Legal Name

[City of Scranton](#)

Type

City or township governments

Division Name

Scranton Police Department

Department Name

Scranton Police Department

Employer Identification Number (EIN)

24-6000704

Other Organizations that share this EIN

DUNS Number



DEPARTMENT OF LAW

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

February 27, 2017

RECEIVED

MAR - 2 2017

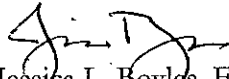
OFFICE OF CITY
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RATIFYING AND APPROVING SUBMISSION OF A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT FOR FUNDING THROUGH THE DEPARTMENT OF HOMELAND SECURITY PROGRAM IN THE AMOUNT OF \$45,000.00 AND, IF SUCCESSFUL, ACCEPT AND DISBURSE THE GRANT FUNDS TO ENABLE THE SCRANTON POLICE DEPARTMENT TO PREPARE FOR AND RESPOND TO COMPLEX COORDINATED TERRORIST ATTACKS.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO. 150.40 IN AN AMOUNT NOT TO EXCEED \$40,000.00 TO ANOTHER TIME RESTAURANT, LLC, (DBA, AV RESTAURANT) TO ASSIST AN ELIGIBLE PROJECT.

WHEREAS, The City of Scranton Office of Economic and Community Development has available Program funds from Project No. 150.40, from the City of Scranton's Business and Industry Loan/Grant Program which funds were transferred into this program from the Keystone Communities Enterprise Zone Program, to assist a business within the City of Scranton for the purpose of creating 2 new full time equivalent jobs ~~creation~~ for low and moderate income persons; and

WHEREAS, The City of Scranton seeks to provide a Loan to Grant utilizing funds in Project No. 150.40, from the City of Scranton Business and Industry Loan/Grant Program in an amount not to exceed \$40,000.00 to be used for the purchase of equipment, inventory and as working capital in the operation of Another Time Restaurant, LLC's business to be located at 320 Penn Avenue, Scranton, PA 18503, in order to develop said property for commercial uses including the opening and operation of a Restaurant/Bar at the project site; and

WHEREAS, The Loan will convert to a Grant if Another Time Restaurant LLC, fulfills the job creation requirements contained in the Loan to Grant Agreement; and

WHEREAS, this loan furthers the plan to revitalize Scranton.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and other appropriate City Officials are hereby authorized to enter into a Loan to Grant Agreement substantially in the form attached as Exhibit "A", and other required documents as needed, and to disburse the loan funds from Project No. 150.40, City of Scranton Business and Industry Loan/Grant Program in an amount not to exceed \$40,000.00 to Another Time Restaurant LLC, a Pennsylvania corporation with a principal place of business located at 320 Penn Avenue, Scranton, PA 18503.

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

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

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

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

**LOAN TO GRANT AGREEMENT
UNDER
KEYSTONE COMMUNITIES ENTERPRISE ZONE PROGRAM
OF THE CITY OF SCRANTON
AND
ANOTHER TIME RESTAURANT, LLC.
(dba AV Restaurant)**

This Keystone Communities Enterprise Zone Program Agreement is entered into as of the ____ day of _____, 2017, by and between **The City of Scranton** (hereinafter referred to as the "**City**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 N. Washington Ave., Scranton, Pennsylvania 18503 and **Another Time Restaurant, LLC (dba AV Restaurant)**, with a place of business located at 320 Penn Avenue, Scranton, Pennsylvania 18503. (hereinafter referred to as the "**Borrower**") and John J. Quinn and Jean M. Quinn, his wife (hereinafter referred to as "Guarantors") (Borrower City and Guarantors are sometimes referred to collectively herein as the "Parties").

WITNESSETH

WHEREAS, Borrower wishes to operate a business located in the City of Scranton; and

WHEREAS, the Borrower seeks to revitalize the property located at 320 Penn Avenue, Scranton, PA 18503 (the "Property") for commercial uses (such Property also referred to herein as the "Project Site"); and

WHEREAS, the Borrower is seeking to borrow from the City \$40,000.00 (the "Loan") and to use the Loan for acquisition of equipment, inventory and as working capital for the Project (as hereinafter defined) to assist with the revitalization of the Property for commercial uses including the opening and operation of a Restaurant/Bar at the Project Site and if the borrower fulfills the requirements of Section 6 hereof to have the Loan converted into a Grant; and

WHEREAS, Another Time Restaurant, LLC, (dba AV Restaurant), has made application to the City (the "Application") for a loan under the program known as the Keystone Communities Enterprise Zone Program in the amount of \$40,000.00; and

WHEREAS, City herein agrees to provide financing under the Keystone Communities Enterprise Zone Program by making a Loan to the Borrower in the amount of \$40,000.00 and, such funds are available from the Keystone Communities Enterprise Zone Program to provide such financing by borrowing, at 2.5% interest; and

WHEREAS, the parties wish to herein provide for terms and conditions of repayment of the Keystone Communities Enterprise Zone Program and designate the uses to which the Funds may be applied.

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

LOAN TO GRANT

1. Keystone Communities Enterprise Zone Program. City shall make the Loan to the Borrower(s) in the amount of \$40,000.00, which shall be advanced to them as in accordance with the terms and conditions set forth in the Application. Borrower(s) agree to adhere to all program guidelines and if this Agreement conflicts with those guidelines, the guidelines are the controlling document.

2. Interest on Keystone Communities Enterprise Zone Program. If Borrower fulfills all of its obligations contained in Section 4 hereof within ~~Six~~ (6) months of the Closing Date, then all accrued interest and principal shall be forgiven by the City and the Loan shall be converted to a Grant and Borrower shall have no further obligation to repay any funds to the City for the Loan.

3. Availability of Keystone Communities Enterprise Zone Program. The City has, by Notice of Award of Grant, and passage of Resolution No. ? on the __ day of ____, 2017 approved making the Loan to the Borrower.

4. Terms for Repayment of the Keystone Communities Enterprise Zone Program. The Loan shall be evidenced by the Borrower's note (the "Note"), dated as of Closing, in the principal amount of Forty Thousand Dollars (\$40,000.00), containing the terms and conditions of payment set forth herein. In the event Borrower fails to satisfy the conditions in Section 4 hereof and the Loan is not converted to a Grant, ~~then Six (6) Months~~ after the Closing Date, the Borrower shall make its initial loan payment of Seven Hundred and Nine dollars and Eighty Nine Cents (\$709.89), and thereafter on the same day of each subsequent month, for a total of Sixty (60) months, the Borrower shall pay Seven Hundred and Nine dollars and Eighty Nine Cents (\$709.89) per month. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full by Borrower on or prior to Sixty Six (66) months after the execution of the Loan Agreement. There shall be no penalty for prepayment of the principal balance of the Loan.

5. Security. Repayment of the Keystone Communities Enterprise Zone Program shall be secured by a security agreement providing for a third lien on all equipment owned by the Borrower(s), (the "Security Agreement"), a

Promissory Note executed by the Borrower(s), and a Personal Guaranty executed by the Borrower(s).

6. Conditions. Funding of the Keystone Communities Enterprise Zone Program will be subject to Borrowers fulfilling the following conditions to the satisfaction of the City:

(a) Execution of the Note and Loan Agreement;

(b) Creation of New Jobs: As an absolute condition of the Loan, Borrower agrees to create, within ~~Six (6)~~ months from the date of this Loan Agreement, at least ~~Two (2)~~ NEW, full-time or full-time equivalent, permanent employees as a direct result of the project financed by the City Loan. The specific positions to be filled are described in the documents attached to this Loan Agreement (ATTACHMENT "A") by mutual consent between Borrowers and City. Borrower agrees to ensure that at least fifty-one (51%) percent of the positions described in the ATTACHMENT "A" will be held by and/or made available to low-and moderate income persons (24 CFR 570.208) as low-and moderate income persons as defined in 24 CFR 570.3.

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

(c) Hiring Commitment Fulfillment. City shall consider Borrower to have fulfilled the hiring commitment if the Borrower reports quarterly, beginning with the date of this Loan agreement, to the City any new positions created within the ~~Six (6)~~ months from the time Closing Date and he Borrower has presented to City a sworn statement which itemizes the positions created.

(d) Penalties for Failure to Meet Hiring Commitments. If, by ~~Six (6)~~ months from the date of this Agreement, Borrower shall have failed to fulfill the job creation requirements described in this Section, City at its option may do any or all of the following:

(i) Declare the Borrower in default and demand a repayment of the principal amount of the City Loans equal to the balance outstanding on the City Loans within thirty (30) days from the date of demand;

(ii) Require Borrower to pay within thirty (30) days of demand to City any penalty or recapture levied upon City which originated in

Borrower's failure to fulfill their hiring commitments. The amount to be repaid shall not exceed the original amount of the City Loan.

(e) Sustained Operations and Employment

Borrower, as a condition of this Loan to Grant must remain Open for Business and remain Operational for a period of Thirty-Six consecutive months after the Closing. Open for Business and Operational shall mean Borrower shall be open for business at least 5 days per week, 10 hours per day, except time closed for vacation of one (1) week per calendar year or closure due to act of God, fire, or a taking by a Governmental authority.

The parties hereto acknowledge that funds cannot be disbursed until completion by the city of all requirements necessary for it to be legally capable of making the loan.

7. Covenants. The Borrowers covenant and agree with the City that so long as any portion of the Loan remains outstanding and unpaid the borrowers shall:

- (a) pay promptly when due all installments of interest at the times and in the manner specified in the Note executed in accordance with this Loan Agreement and pay all other sums of every nature and kind comprising part of the Loan in the manner and at the times required by this Agreement and the Note; including principal and interest when due.
- (b) keep, perform, and comply with all covenants, terms, and conditions of this Loan Agreement;
- (c) as applicable, maintain all the franchises, licenses, permits and other authorizations required for the ownership of Another Time Restaurant, LLC., and any various or affiliated partnerships or corporations, and continuously operate its business in compliance with the same and in accordance and in compliance with all statutes, ordinances and regulations applicable to such operation;
- (d) maintain the business property and its other assets in good order and condition, make all repairs, replacements and renewals necessary for the proper maintenance and operation of the same, and permit authorized representatives of the City to inspect the same at reasonable times in the presence of authorized representatives of the Borrowers, and upon providing reasonable prior notice to the borrowers;
- (e) maintain property insurance, public liability insurance, flood insurance (if necessary), and such other types of insurance that the

City may reasonably require, with insurance companies satisfactory to the City and in such amounts and against such risks as are customarily insured by similar entities, all to the reasonable satisfaction of the City; keep all insurance in full force and effect and pay all premiums therefore and deliver copies of all policies and certificates to the City with the interest of the City in all insured property covered under a standard mortgagee clause or a loss payable clause, as appropriate, the policies in all cases to provide for not less than ten days prior written notice to the City of any intended cancellation;

- (f) act prudently and in accordance with customary industry standards in managing and operating its business and property;
- (g) pay promptly when due all real estate taxes, sewer rentals, and other municipal assessments, rentals, and charges of every nature and kind at any time levied and imposed on the Project, as well as all debts, obligations, and claims of every nature and kind which, if unpaid, might or could become lien or charge upon the property and business, unless the validity thereof is being contested in good faith by the borrower by appropriate proceedings diligently conducted to the reasonable satisfaction of the City and the borrowers liability is covered by escrows or reserves that the City shall reasonably deem adequate;
- (h) furnish to the City, within one hundred twenty (120) days after the end of each fiscal year, financial statements of the borrowers prepared at a minimum, on a review basis, by certified public accountants acceptable to the City, certified to be correct;
- (i) furnish all additional information with respect to the borrower that the City may from time to time reasonably request. The borrowers hereby authorizes all duly constituted federal, state and municipal authorities to furnish to the City copies of audit reports of the borrowers made by any of them;
- (j) promptly give written notice to the City of any damage to the Property or any of its other assets or equipment as well as written notice of the revocation or termination of any franchise, license, permit or other authorization required for the operation of its business or property or any other event, including litigation or other proceedings commenced or threatened, which might or could have a material adverse effect on The borrowers' financial condition or on the operation of The borrowers' business including any event which, after the passage of time or the giving of notice or both, would constitute an event of default under this Loan Agreement;

- (k) perform in a timely manner all of its covenants, obligations and agreements under each contract, lease, mortgage, deed of trust or other encumbrance or agreement relating to any asset owned by it; and
 - (1) comply with all applicable provisions of the Keystone Communities Enterprise Zone Program and any and all regulations, ordinances or laws governing this Loan Program.

8. Representations and Warranties. To induce the City to provide the financing described in this Loan Agreement, the borrowers hereby represents and warrants to the City that:

- (a) ANOTHER TIME RESTAURANT, LLC., is a Pennsylvania Limited Liability Company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania;
- (b) ANOTHER TIME RESTAURANT, LLC., maintains their principal office at 320 Penn Avenue, Scranton, PA 18503 and all books and records of the business pertaining to their financial condition and their operation are kept at such address;
- (c) the borrowers have the power and authority to own its assets and to carry on the activities contemplated by the Application;
- (d) the borrowers hold all franchises, licenses, permits and other authorizations of any nature and kind required for the ownership of its assets and the operation of its business, all of which are now in full force and effect;
- (e) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any provisions of ANOTHER TIME RESTAURANT, LLC., limited operating agreement or books or any statute or regulation order, writ, injunction, decree, decision of any court or governmental agency binding upon it or conflict with or result in a breach of any of the covenants, terms and conditions of any agreement or instrument to which the borrowers are a party or by which it is bound or to which it is subject, or constitute a default there under, a result in the creation or imposition of a lien, charge or encumbrance of any nature or kind upon any of the assets of the borrowers pursuant to the terms of any such agreement, instrument or otherwise;

- (f) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with all the covenants, terms and conditions thereof, has been duly authorized by proper action of the owners in conformity with its certificate of incorporation and bylaws and, when duly executed and delivered by the appropriate officers of the entity, will constitute valid and binding obligations of the entity enforceable in accordance with their respective terms if required, as well as individually and in partnership;
- (g) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any statute or regulation, or any order, decree, or decision of any court or governmental agency binding upon borrowers or conflict with or result in the breach of any of the covenants, terms, and conditions of any agreement or instrument to which the borrowers are a party or by which it is bound or to which it is subject, or constitute a default hereunder, or result in the creation of a lien, charge or encumbrance of any nature or kind upon any of the borrowers' assets pursuant to the terms of any such agreement or instrument;
- (h) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with all of the covenants, terms, and conditions thereof, will constitute valid and binding obligations of the borrowers, enforceable in accordance with their respective terms;
- (i) the borrowers have filed, and shall, as required, file in a timely manner, all federal, state and local tax returns and has paid, or shall pay, all taxes shown to be due thereon;
- (j) there is no material litigation or governmental proceeding pending or (to the knowledge of the borrowers) threatened against or affecting the borrowers or any of its assets of the operation of its business, which, if adversely determined, would have a material adverse effect on the financial condition of the borrowers;
- (k) the borrowers will not dispose of any hazardous waste at the Borrowers place of business and will not knowingly violate any environmental statutes, regulation or other restrictions;
- (l) there is no material fact that the borrowers has not disclosed to the City which could have a material adverse effect on the

Borrowers place of business or the prospects or condition (financial or otherwise) of the Borrowers. No Certificate or statement delivered herewith or heretofore by the borrowers in connection with this Loan Agreement or the Application contains any untrue statement of material fact or omits to state any material facts necessary to keep the statements contained herein or therein from being misleading.

- (m) Books, Records, and Reports. The borrowers will at all times keep proper books of account in a manner satisfactory to the City and subject to accepted accounting practices. Borrower hereby authorizes City to make or cause to be made, at borrowers' expense and in such manner and at such times as City may require,
- (n) inspections and audits of any books, records and papers in the custody or control of borrowers or others, relating to borrowers' financial or business conditions, including the making of copies thereof and extracts there from, and (b) inspections and appraisals of any of borrowers' assets. Borrowers will furnish to City for the twelve (12) month period and semi-annually thereafter, financial and operating statements. Borrowers hereby authorizes all Federal, State and Municipal authorities to furnish reports of examinations, records, and other information relating to the conditions and affairs of borrowers and any desired information from reports, returns, files, and records of such authorities upon request therefore by City.
- (o) Borrowers shall not execute any contracts for management consulting services without prior approval of City.
- (p) Distributions and Compensation. Borrowers will not, without the prior written consent of City (a) declare or pay any dividend or make any distribution upon its capital stock, or purchase or retire any of its capital stock, or consolidate, or merge with any other company, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, or any company directly or indirectly controlling or affiliated with or controlled by borrowers, or any other company, or to any officer, director or employee of borrowers or any such company (b) make any distribution of assets of the business of borrowers, other than reasonable compensation for services, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any of its employees, or to any company directly or indirectly controlling or affiliated with or controlled by borrowers, or any other company.

(q) Other Provisions:

- (1) Prior to disbursement City must have evidence that borrower is current on all Taxes and that a Repository Plan for the payment of future withholding taxes has been established.
- (2) Borrowers will not, without prior written consent of City, purchase any additional life insurance from the business income or assets.
- (3) City must agree that, in the event of a default by the borrowers, it will, if allowed by law, execute any right of set-off available to it.
- (4) Prior to disbursement, borrowers must provide to City a list of all fixtures and equipment now owned or to be purchased by Item, Model # and Serial #, as well as a general description of Fixtures and Equipment and number, by category, if required.
- (5) Prior to the first disbursement, borrowers is to submit certification that it is currently and will remain in compliance with all environmental laws, rules and regulations concerning all phases and aspects of the operations of the business. Any subsequent failure to comply with said applicable environmental laws, rules and regulations will result in a default of the loan.

- (r) Change of Ownership: Borrowers must agree that this loan may be accelerated and payments called for by Holder if the borrowers, during the term of the loan, effects a change of ownership or control of the business without prior written approval of City.

The borrowers shall deliver to the City at Closing, an opinion of its counsel, in form acceptable to the City, as to good standing, authorization, incumbency of officers, the validity and enforceability of all documents, compliance with applicable laws and regulations, litigations, and, except as previously disclosed herein, compliance with all existing agreements and such other matters as the City may reasonably require.

9. Event of Default. An event of default under this Loan Agreement shall be deemed to have occurred if borrowers shall:

- (a) fail to pay any installment of interest or principal on the note when due or within five (5) days after receipt of written notice of the

failure to pay;

- (b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within five (5) days of borrowers' receipt of notice from the City of such failure;
- (c) fail to keep, perform and comply with any of the other covenants, terms and conditions of this Loan Agreement within thirty (30) days of notice from the City, provided, however, if compliance cannot be performed within thirty (30) days, borrowers shall be permitted additional time to comply as agreed upon between the parties, so long as borrowers commences compliance and pursues it vigorously within the initial thirty (30) day period;
- (d) fail to pay any installment of interest or principal due on the \$40,000.00 loan from the City's Keystone Communities Enterprise Zone Program ; or
- (e) become insolvent or file or be named in any petition for relief under the Bankruptcy Code or Make any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the borrowers' properties and assets or apply for a consent to or suffer the appointment of a receiver or trustee.

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

11. Allowable Costs. Borrowers recognizes that City is obligated to examine all costs claimed by borrowers relating to the Project for the purpose of cost recovery to effectuate the long term goals of the Keystone Communities Enterprise Zone Program . Without limiting the general applicability of the foregoing, borrowers are notified that the following cost items, except as they may relate to allowable costs specifically contained in this Loan Agreement or the Application, generally shall not be considered eligible expenses:

- (a) Costs incurred prior to the notices of award of the grant by City;

- (b) Costs paid out prior to the execution of this Loan Agreement;
- (c) Interim interest paid on funds borrowed by borrowers in anticipation of disbursement of City's loans or other Project funds; or
- (d) The compensation of consultants and professional service providers.

12. Audit. Borrowers agree to participate actively if requested, and without compensation, in City's audits of the project and further agrees to fully and faithfully cooperate with the City in meeting any and all requirements of the Federal Government as per Paragraph twelve.

13. No Liability for Failure to Complete. Borrowers agree to include in all contracts with any party involving the use of Loan Funds an acknowledgment that City shall not be liable to any party for completion of, or the failure to complete, any activities which are part of the Project.

13A. The regulations for the DCA Program contained the laws of the Commonwealth of Pennsylvania.

13B. All requirements imposed by the City, DCA and any other Statutory or regulatory requirement in law or in equity as well as contractual, mortgage, note or otherwise.

14. (a) Court Expenses. Borrowers agree to pay reasonable attorney's fees, court costs and disbursements ordered by the court in the event City takes successful legal action to enforce City's rights under this Loan Agreement.

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

15. Recording Costs. Borrowers agree to pay all recording cost and filing fees related to the Loan, if any.

16. Hold Harmless Agreement. Borrowers will indemnify and defend City and hold it harmless from any claim against it involving or in any way arising out of its involvement with this Project, unless involving or in any way arising out of the willful misconduct of City, its agents or employees. In

particular, but without limiting the general application of the foregoing, and pursuant to Section 13(b) above, borrowers will, within thirty (30) days of City's demand, pay any penalty or recapture levied upon City which originates in borrowers' failure to fulfill, or document the fulfillment of, its commitments stated in this Loan Agreement or the Application; provided, the aggregate amount paid to City pursuant to this Section 19 and Section 13 shall in no way exceed the original amount of the Loan plus any due or accrued and unpaid interest and any penalties which may or may not be assessed.

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

18. Notices and Demands. All notices or demands required by the provisions of this Loan Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed to the party to receive notice or demand at the address stated in the introductory portion of this Loan Agreement, or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

19. Consent to Jurisdiction. The borrowers irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking, and irrevocably agrees to service of process by Certified Mail, Return Receipt Requested to the address of the borrowers set forth herein. The borrowers hereby waives and shall not interpose any objections of forum non conveniens, or to venue and waives any right to remove any proceeding commenced in a state court to a federal court, and consent to any and all relief ordered by such court.

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

21. Assignment: Binding Effect. All covenants, terms and provisions of this Loan Agreement shall inure to the benefit of and extend to and bind the successors and assigns of the City, provided that the borrowers shall not have the right to assign this Loan Agreement or any rights hereunder to any other

person or entity, unless the borrowers' business and property is sold to a purchaser acceptable to the City.

22. Entire Agreement. It is understood and agreed by the parties hereto that this Loan Agreement shall constitute the only agreement between them relative to this Loan, and that no oral statement or no prior written matter extrinsic to this instrument shall have any force or effect. This Loan Agreement shall not be modified except by writing, subscribed by both parties.

23. Honorable Agreement. This is an honorable Agreement intended to achieve the recited purposes. This Agreement is to be constructed and applied liberally to achieve those purposes and is not to be defeated by resorting to technical defenses or objections to price computation or any other matter affecting its operation.

24. Waiver of Breach. The waiver by the City of a breach of any provision of this Agreement by the borrowers shall not operate nor be construed as a waiver of any subsequent breach by the borrowers.

25. Counterparts. This agreement may be executed in two (6) or more counterparts, each of which shall be deemed an original and together constitute one and the same agreement.

26. Survivorship Clause. Borrowers and City acknowledge and agree certain obligations imposed upon them pursuant to the terms of this Loan Agreement, may survive the termination of this Agreement and be legally binding upon the parties hereto subsequent to the termination of this Agreement.

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

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly caused this Loan Agreement to be duly executed.

City:

COUNTERSIGNED

CITY OF SCRANTON

BY: _____
City Controller

BY: _____
Mayor

DATE: _____

DATE: _____

BY: _____
Executive Director OECD
Office of Economic and
Community Development

BY: _____
City Clerk, attest to Mayor's signature

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
City Solicitor

DATE: _____

Borrowers:

Another Time Restaurant, LLC,

ATTEST:

Secretary

Manager
John J. Quinn

DATE: _____

Jean M. Quinn

DATE: _____

Attachment

“A”



Office of Economic and
Community Development

OECD Business & Industry Loan/Grant Program

BORROWER: Another Time Restaurant, LLC "AV Restaurant"

Following is a summary of new, permanent jobs to be created and/or existing permanent jobs to be retained as a result of the OECD assistance provided through this loan:

Job Title	Status		Is this job to be created or retained?	Will this job be held by and/or made available to low/mod persons?	Does this job require special skills or education?
	FT (number of positions)	PT (total hours per week)			
Line Cook	1		created	Yes	Yes
Kitchen Support/Diswasher	1		created	Yes	No

FT JOBS	2
PT JOBS AS FTE	0
TOTAL JOBS	2

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

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

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

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as the "AGREEMENT") dated the _____ day of _____, 2017, by and between **THE CITY OF SCRANTON**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 N. Washington Avenue, Scranton, Pennsylvania 18503, (hereinafter referred to as the "**CITY**")

-and-

ANOTHER TIME RESTAURANT, LLC. a Pennsylvania Limited Liability Company with a principal place of business located at 320 Penn Avenue, Scranton, PA 18503 (hereinafter referred to as "**BORROWER**")

WHEREAS, BORROWER has certain Liabilities (as defined herein) to CITY under a certain Loan Agreement dated even date herewith; and,

WHEREAS, the CITY and BORROWER desire and intend to secure repayment of said Liabilities by BORROWER granting to CITY a second lien security interest in the Collateral (as defined herein); and,

NOW, THEREFORE, the Borrower hereto, intending to be legally bound hereby, agrees as follows:

1. **COLLATERAL** The word "Collateral" as used in this AGREEMENT means the following described property: all equipment of the BORROWER, whether now or hereafter existing, or now owned or hereafter acquired and the products and proceeds of any of the foregoing, including all proceeds, and all accessions thereto, direct or contingent and all accounts receivables.

In addition, the word "Collateral" also includes all of the following; whether now owned or hereafter acquired by BORROWER, whether now existing or hereafter arising, and wherever located;

(a) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral described herein, whether added now or later.

(b) All products and produce of any property described in this Collateral section.

(c) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

2. **GRANT OF SECURITY INTEREST** In consideration of, and as security for, the Liabilities of BORROWER to CITY described below, BORROWER grants CITY a Second priority security interest in all the Collateral, together with all present and future products of Collateral and all present and future proceeds of Collateral (including but not limited to all leases, rents, issues, profits, credits, rebates, refunds, increases, replacements of and additions and accessions to the Collateral and all cash and non-cash insurance proceeds). This right to proceeds does not, and shall not be interpreted to constitute authorization or consent by CITY to any disposition of any Collateral. This AGREEMENT and the security interest granted herein shall stand as general and continuing security for all Liabilities and may be retained by CITY until all Liabilities have been satisfied in full; provided, however, that this AGREEMENT shall not be rendered void by the fact that no Liabilities or commitment by CITY to make advances to BORROWER exists as of any particular date, but shall continue in full force and effect until the filing of a termination statement signed by CITY with respect to all the Collateral.

As additional security for the Liabilities, BORROWER conveys, assigns and grants a security interest to CITY in and to all present and future files, books, ledgers, records, bills, invoices, receipts, deeds, certificates or documents of ownership, warranties, bills of sale and all other data and data storage systems and media pertaining to any of the Collateral.

3. **LIABILITIES** The Collateral secures, and will secure, all Liabilities of BORROWER to CITY. Liabilities as used herein shall mean and include any past, present or future loans, notes, mortgages, bonds, advances, re-advances, substitutions, extensions, renewals, interest, late charges, penalties, costs, and fees of any and all types, whether primary, secondary, absolute or contingent, direct or indirect, joint several or independent, voluntary or involuntary, (including overdrafts), now or hereafter existing, due or to become due, or held or to be held by, CITY for its own account or as agent for another or others, whether created directly or acquired by negotiation, assignment or otherwise, and all instruments and documents evidencing any of the above and shall also include but not be limited to that certain Promissory Note, dated the day of , 2017, in the amount of Forty Thousand Dollars (\$40,000.00) given by BORROWER to CITY.

4. **FUTURE ADVANCES** The Liabilities secured hereby include all future advances made at any time or times to or for the benefit of BORROWER, whether obligatory or optional, including all costs, expenses, court costs and reasonable attorneys' fees incurred in the collection of the Liabilities and/or the Collateral or the disposition of the Collateral, and any advances made at any time or times for the payment of taxes or insurance or the maintenance or repair of the Collateral, or for the establishment, maintenance or enforcement of CITY'S security interest therein.

5. **ADDITIONAL SECURITY** As additional Collateral to secure the Liabilities, BORROWER grants to CITY a first priority security interest in all of BORROWER'S present and future deposits or other monies due from CITY, instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, chooses in action, chattel paper, currency, property and the proceeds thereof, owned by BORROWER or in which BORROWER has an interest, now or hereafter in the possession or control of CITY or in transit by mail or carrier to or from CITY or in the possession of any other person acting in CITY'S behalf, without regard to whether CITY received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether CITY has conditionally released the same. The property described in this Paragraph 5 shall constitute part of the Collateral for all purposes under this AGREEMENT.

6. **OWNERSHIP; OTHER LIENS** BORROWER represents and warrants that BORROWER is or, as to Collateral to be acquired after the date hereof will be, the sole owner of the Collateral, and that this AGREEMENT creates a valid Second priority lien in and to all Collateral and that there are no liens and there will be no other liens, security interests, encumbrances or adverse claims by any person to any of the Collateral except the First lien for First National Community Bank. BORROWER covenants and agrees to keep the Collateral free from, defend it against, discharge and immediately notify CITY in writing of, any and all other liens, security interests or encumbrances, prior assignments, claims, set-offs or demands of all persons at any time claiming any Collateral or any interest therein.

7. **PURCHASE MONEY LOAN** BORROWER covenants and agrees that any Liabilities created for the purpose of enabling BORROWER to acquire rights in or use of any Collateral will be used solely for such purpose and for no other purpose, and authorizes CITY to disburse the proceeds of such purchase money loan directly to the seller.

8. **LOCATION, USE OF COLLATERAL** BORROWER represents and warrants that:

(a) Collateral is being and will be kept at BORROWER'S business address set forth in this AGREEMENT, and covenants and agrees not to remove the Collateral therefrom without CITY'S prior written consent.

(b) Collateral is being used and will be used exclusively for the purpose(s) indicated in this AGREEMENT and covenants and agrees not to change such use without CITY'S prior written consent.

9. **BORROWER'S IDENTITY, ADDRESS** BORROWER represents and warrants that its official name is accurately and completely set forth in this AGREEMENT and covenants and agrees that it will not change its name or its status indicated herein without CITY'S prior written consent.

BORROWER represents and warrants that the address set forth in this AGREEMENT is its principal business address, if BORROWER is engaged in business and covenants and agrees that it will not change such address or the other locations set forth herein or acquire additional addresses, without at least thirty (30) days' prior written notice to CITY setting forth the effective date of such change and such new address.

10. **MAINTENANCE, INSURANCE OF COLLATERAL** BORROWER, at its own expense, covenants and agrees to:

(a) properly maintain and care for the Collateral and protect and care for all Collateral covered by this AGREEMENT, all in accordance with the highest standards customary for businesses similar to BORROWER'S if BORROWER uses the Collateral in business operations;

(b) maintain such insurance covering the Collateral against fire, theft, vandalism and such other risks or hazards as CITY may require in such amounts and with such insurance companies as are satisfactory to CITY, which insurance shall protect CITY'S interest in the Collateral as secured lender under separate endorsement or clause not subject to any defenses which such insurance company may have against BORROWER;

(c) deliver to CITY, on demand, the contract(s) of insurance or furnish other proof of such insurance to CITY; and

(d) comply fully with, and refrain from any use of the Collateral in violation of, any requirements of any insurer of the collateral.

In the event of any loss, CITY, at its option, may (i) retain and apply all or any part of the insurance proceeds to reduce, in such order and amounts as CITY may elect, the unpaid balance of the Liabilities, or (ii) disburse all or any part of such insurance proceeds to or for the benefit of BORROWER for the purpose of repairing or replacing the Collateral after receiving proof satisfactory to CITY of such repair or replacement, in either case without waiving or impairing the Liabilities of any other provision of this AGREEMENT. BORROWER assigns to CITY any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay to CITY any amounts so due, and BORROWER appoints CITY its attorney-in-fact to endorse any draft or check which may be payable to BORROWER in order to collect any return or unearned premiums or the proceeds of such insurance.

11. **TAXES; COMPLIANCE** BORROWER covenants and agrees to pay, on or before the due date thereof, all federal, state and local taxes, assessments and other governmental charges of every nature which may be levied or assessed against the Collateral, and to comply fully with, and refrain from any use of the Collateral in violation of, any applicable statutes, regulations or ordinances.

12. **RIGHT TO REMEDY CERTAIN DEFAULTS** In the event BORROWER fails to maintain the Collateral, or pay any federal, state or local taxes, assessments or other governmental charges or claims, or fails to maintain insurance on the Collateral and pay all premiums for such insurance, or fails to make any necessary repairs or permits waste, CITY, at its election and without notice or demand to BORROWER, shall have the right, but not the obligation, to make any payment or expenditure with the right of subrogation thereunder, including but not limited to purchasing any lender's single interest to protect its security interest in the Collateral or its rights under this AGREEMENT, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, without prejudice to any of CITY'S rights or remedies available under this AGREEMENT or otherwise, at law or in equity. All such sums, as well as costs, advanced by CITY pursuant to this AGREEMENT, shall be secured by this AGREEMENT, and shall bear interest at the highest rate payable on any of the Liabilities from the date of payment by CITY until paid in full.

13. **DISPOSITION: PROCEEDS** Except as, and only to the extent expressly permitted in this Paragraph 13 or in Paragraph 15, BORROWER will not sell, assign, lease or otherwise dispose of, attempt or contract to sell, assign, lease or otherwise dispose of, any Collateral or any interest, right or privilege therein.

BORROWER covenants and agrees to deliver immediately to CITY, or such other person as CITY may designate, any instrument, document, or chattel paper arising out of or in connection with any Collateral. BORROWER further covenants and agrees not to use cash proceeds to purchase or otherwise acquire any interest whatsoever in any property not covered by this AGREEMENT without CITY'S prior written consent.

14. **NOTIFICATION OF ADVERSE EVENTS** BORROWER immediately will notify CITY in writing of any occurrence, event, circumstance or condition which affects or will affect the Collateral or the value thereof, BORROWER'S or CITY'S ability to dispose of the Collateral or CITY'S rights or remedies with regard thereto, including but not limited to the issuance or levy of any legal process against the Collateral or the adoption of any order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

BORROWER waives and releases all laws and rules of procedure now in force or hereafter enacted, relating to exemption from, or stay of execution and/or sale, and the opening and/or striking off any judgment. In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code (hereinafter referred to as the "Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any automatic stay imposed by Section 362 of the Code (or any successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided herein or as otherwise provided by law or equity. BORROWER agrees not to contest the validity or enforceability of this Section 14.

15. **CITY'S RIGHTS**

(a) BORROWER covenants and agrees that CITY may, at its option and at BORROWER'S expense, at any time and from time to time whether or not a Default has occurred:

(1) require BORROWER to segregate all cash proceeds so that they may be identified readily, and deliver the same to CITY at such time or times and in such manner and form as CITY may direct;

(2) require BORROWER to deliver to CITY, at such time or times and in such manner and form as CITY may direct, records, schedules and other documentation and data sufficient to show the

status, condition, value or location of, or any other information pertaining to, the Collateral;

(3) verify the Collateral, inspect BORROWER'S books and records and make copies thereof or extracts therefrom, and require BORROWER to furnish such witnesses as may be necessary to establish legal proof of the Collateral or such records;

(4) require, as a condition to its consent to any disposition of Collateral requiring CITY'S consent, that BORROWER pay or deliver or cause to be paid or delivered directly to CITY, or such other person as CITY may designate, the proceeds of such disposition, agree to increase the rate of interest payable in respect of any of the Liabilities, or comply with any other requirement of CITY;

(5) notify debtors or obligors of any Accounts or Chattel Paper, or any buyers or lessees of any of the Collateral or any other persons, of CITY'S interest in the Collateral and require such persons to deliver all proceeds to CITY or such other person as CITY may designate, at such time or times and in such manner and form as CITY may direct; and in connection therewith BORROWER irrevocably authorizes and appoints CITY its attorney-in-fact, with full power of substitution, to endorse or sign BORROWER'S name on all collections, checks, notes, drafts, receipts or other instruments or documents, take possession of and open the BORROWER'S mail and remove proceeds therefrom, and such account debtors, Obligors, buyers or lessees may accept the receipt of CITY in such circumstances as a full release and acquittance for any amount so paid;

(6) at reasonable times enter upon any property where any Collateral is located to examine the Collateral, such property and any buildings or improvements thereon, and use BORROWER'S equipment, machinery, office equipment and other facilities if CITY deems such use necessary or advisable to protect, preserve, maintain, process, develop or harvest any of the Collateral;

(7) prohibit BORROWER from attaching any Collateral to any land or building or other improvement thereon in any manner which might cause such Collateral to become a part thereof, and/or require BORROWER to obtain from any owner, encumbrancer or other person having an interest in the property where any Collateral is located, written consent to CITY'S removal of the Collateral therefrom, without liability on the part of CITY to such owner, encumbrancer or other person, or require BORROWER to obtain from any such owner, encumbrancer or other person such waivers of any interest in the Collateral as CITY may require;

(8) place or require BORROWER to place on any instrument, document or Chattel Paper, or upon BORROWER'S books, records, documents or other data relating to accounts or general intangibles, a notation or legend indicating CITY'S security interest therein;

(9) in BORROWER'S and/or CITY'S name (as CITY in its sole discretion may determine) demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue or dismiss, with or without prejudice, and suits or proceedings respecting any of the Collateral;

(10) prohibit BORROWER from granting any person rebate, refund, allowance or credit, or accepting from any person any return of any Collateral, without CITY'S prior written consent, which consent may be conditioned upon any requirement for payment or additional collateral from BORROWER as CITY, in its sole discretion, may determine;

(11) secure credit in the name of BORROWER or in the name of CITY, or pay, settle, or otherwise discharge any unpaid bills or charges for goods delivered or services rendered to or for the benefit of BORROWER, if CITY reasonably determines, in its sole discretion, that such action is necessary or advisable to protect, maintain or preserve the Collateral or CITY'S security interest therein;

(12) furnish to CITY, on demand or as soon as possible thereafter, such additional property as Collateral as CITY may from time to time require; or

(13) take any action which CITY may deem necessary or desirable in order to realize on any of the Collateral, including without limitation the power to perform any contract or to endorse in the name of BORROWER any checks, notes, drafts, receipts or other instruments or documents received in payment of or on account of, or constituting, any of the Collateral, BORROWER irrevocably appoints CITY its attorney-in-fact with full power of substitution for all or any such acts or purposes.

(b) the foregoing rights are cumulative and may be exercised by CITY singularly or in any combination at any time and from time to time, as often as CITY deems necessary or advisable.

16. **OTHER DOCUMENTS, ACTS** BORROWER covenants and agrees that it will, at any time or times and from time to time, at its own expense, execute and deliver or cause to be executed and delivered such security agreements, certificates, certificates of title, pledges,

assignments, financing statements, continuation financing statements, amendments, acknowledgements and other documents, and will perform or cause to be performed such other acts, as CITY may request in order to establish, preserve or maintain a valid and continuously perfected security interest in, or to determine the priority of, or terminate or enforce CITY'S security interest in, the Collateral, and pay all costs and expenses incurred in connection therewith. To the extent legally permissible, BORROWER irrevocably authorizes and appoints CITY as its attorney-in-fact with full power of substitution, to execute on BORROWER'S behalf and file at BORROWER'S expense a financing statement or statements, or alternatively, a copy of this AGREEMENT to perfect CITY'S security interest, or any amendment or amendments thereto, in those public offices deemed necessary or appropriate by CITY to establish, maintain and protect a continuously perfected security interest in the Collateral.

17. **DEFAULT** The occurrence of any one or more of the following shall constitute a Default under this AGREEMENT:

(a) non-payment of any of the Liabilities, or any portion thereof, when and in the manner due, whether by acceleration or otherwise;

(b) failure by BORROWER to observe or perform any covenant, agreement, condition or term of this AGREEMENT or failure by BORROWER to observe or perform any covenant, agreement, condition or term or any default under any other document, note, bond, mortgage or other writing between BORROWER and CITY;

(c) breach by BORROWER or any other Obligor (which term shall refer to any maker, co-maker, endorser, guarantor or surety of, or other person obligated under any statute for, any of the Liabilities) of any obligation or duty to CITY;

(d) any representation or warranty in any financial or other statement, schedule, certificate or other document of BORROWER or any other Obligor delivered to CITY by or on behalf of BORROWER or any other Obligor shall prove to be false, misleading or incomplete in any material respect;

(e) a material adverse change occurs in the financial condition of BORROWER or any other Obligor which is unacceptable to CITY in its sole discretion from the condition most recently disclosed to CITY in any manner;

(f) BORROWER or other Obligor dies, dissolves, liquidates, merges, reorganizes or ceases to conduct operations, or prepares or attempts to do any of the foregoing;

(g) a trustee or receiver is appointed for BORROWER or any other Obligor or for all or a substantial part of its or their property in any involuntary proceeding, or any court has taken jurisdiction of all or any substantial part of the property of BORROWER or other Obligor in any involuntary proceedings, or BORROWER or any other Obligor files a petition or answer not denying jurisdiction in Bankruptcy or under any similar law, state or federal, now or hereafter existing, or such a petition is filed against BORROWER or any other Obligor, or BORROWER or other Obligor becomes insolvent, howsoever evidenced, or makes an assignment for the benefit of creditors or admits in writing its or their inability to pay its or their debts generally as they become due, or fails within sixty (60) days to pay or bond or otherwise discharge any judgment or attachment which is unstayed on appeal, or if BORROWER or any other Obligor advertises a "going out of business" or liquidation sale, or holds or permits such a sale;

(h) BORROWER or any other Obligor expresses an intent to terminate or revoke responsibility for any of the Liabilities, or defaults under any other note, agreement, lease, indenture, mortgage or obligation incurred pursuant thereto, or a judgment is entered against BORROWER or any other Obligor evidencing either singly or in the aggregate a material obligation, the effect of which accelerates or entitles the holder thereof to accelerate any maturity thereof or results in the forfeiture by BORROWER or any other Obligor or its rights under any such note, agreement, lease, indenture or mortgage;

(i) any property of BORROWER or any other Obligor becomes the subject of any attachment, garnishment, levy or lien (unless expressly permitted in writing signed by CITY);

(j) any substantial part of the property of BORROWER or any other Obligor is taken or condemned by any governmental authority;

(k) BORROWER or any other Obligor assigns or otherwise transfers, or attempts to assign or transfer, any of its right, title and interest in any of the Collateral without the prior written consent of CITY;

(l) BORROWER or any other Obligor fails to furnish financial or other information as CITY may reasonably request;

(m) if there is any change in BORROWER'S or any other Obligor's officers, principal owners or partners as the case may be, which is unacceptable to CITY in its sole discretion; or

(n) CITY, in the reasonable and good faith exercise of its sole discretion deems itself or the Collateral unsecure for any reason whatsoever;

(o) the failure by BORROWER to strictly comply with any federal, state or local statute, regulation, rule, order, or other judicial or administrative order relating to the Collateral.

18. **REMEDIES**

(a) Upon the occurrence of one or more Defaults, CITY may exercise any one or more of the following remedies, which are cumulative and may be exercised singularly or in any combination at any time and from time to time as long as any Default continues, without notice or demand to BORROWER or any other Obligor except as expressly required under this AGREEMENT or any applicable provision of law which cannot be waived prior to Default:

(1) declare all or any part of the Liabilities, together with costs of collection, including attorney's fees of fifteen percent (15%) of the unpaid principal, immediately due and payable, as if the same had in the first instance been payable as such time, without requiring any recourse against any other person or property liable for or securing any of the Liabilities;

(2) exercise any right of set-off which CITY may have against BORROWER or any other Obligor;

(3) exercise all or any of the rights and remedies of a secured party under the Uniform Commercial Code or as creditor under any other applicable law;

(4) require BORROWER to assemble the Collateral and any records pertaining thereto and make them available to CITY at a time and place designated by CITY;

(5) enter the premises of BORROWER and take possession of the Collateral and any records pertaining thereto, and also take possession of all personal property located in or attached to the Collateral without liability to BORROWER and hold such property for BORROWER at BORROWER'S expense;

(6) use, operate, manage, lease, or otherwise control the Collateral in any lawful manner, collect and receive all rents, income, revenue, earnings, issues and profits therefrom and, in its sole discretion but without any obligation to do so, insure, maintain, repair, renovate, alter or remove the Collateral;

(7) grant extensions or compromise or settle claims for less than face value relative to the proceeds without prior notice to BORROWER or any other Obligor;

(8) use, in connection with any assembly, use or disposition of the Collateral, any trademark, trade name, trade style, copyright, brand, patent right, license or technical process used or utilized by BORROWER;

(9) take such actions as CITY may deem necessary or advisable to preserve, process, develop, maintain, protect, care for or insure the Collateral or any portion thereof, and BORROWER irrevocably appoints CITY as its attorney-in-fact to do all acts and things in connection therewith; or

(10) sell or otherwise dispose of all or any of the collateral at public or private sale at any time or times without advertisement or demand upon or notice to BORROWER or any other Obligor, all of which are expressly waived to the extent permitted by law, with the right of CITY or its nominee to become purchaser at any sale (unless prohibited by statute) free from any equity of redemption and from all other claims, and after deducting all legal and other expenses for maintaining or selling the Collateral and all attorney's fees, legal or other expenses for collection, sale and delivery, apply the remaining proceeds of any sale to pay (or hold as a reserve against) any of the Liabilities.

(b) except to the extent limited by non-waivable provision of statute, CITY shall not be liable to any person whatsoever, for, or in connection with, the exercise, method of exercise, delay or failure to exercise any of the remedies provided for herein, and BORROWER shall indemnify, and agrees to hold harmless and waives and releases CITY from any and all claims, liabilities, actions, costs, suits, demands, damages or losses, whatsoever occurring on account of or in connection with such exercise, method of exercise, delay or failure to exercise.

(c) In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code ("the Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any

automatic stay imposed by Section 362 of the Code (or any Successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided in this AGREEMENT, and any documents referred to in this AGREEMENT (as currently in effect, as might be modified, or otherwise) and as otherwise provided by law. BORROWER agrees not to contest the validity or enforceability of this Section 19(c).

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

Office of Economic and Community Development
City of Scranton
340 North Washington Avenue
Scranton, PA 18503
Attn.: Executive Director

If to the Borrower:

Another Time Restaurant, LLC
320 Penn Avenue
Scranton, PA 18503
Attn: John J. Quinn

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

20. **WAIVERS; INVALIDITY** No delay or failure by CITY in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by CITY of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy provided for in this AGREEMENT shall not preclude CITY from exercising or enforcing the same at any time or time thereafter.

If any provision of this AGREEMENT shall be held for any reason to be invalid, illegal or unenforceable in any respect, such impairment shall not affect any other provision hereof.

IT IS EXPRESSLY AGREED BY BORROWER AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY BORROWER OR

OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS AGREEMENT OR THE LIABILITIES, BORROWER FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

21. **EXPENSES** BORROWER agrees to pay or reimburse CITY, immediately upon demand at any time or times, for all expenses incurred to perfect, protect and maintain continuously perfected CITY'S security interest and the priority thereof, in the Collateral, or to preserve, process, develop, maintain, protect, care for or insure any Collateral, or in the taking, holding preparing for sale, lease or other disposition, selling, leasing or otherwise disposing of the Collateral, or any other action taken by CITY to enforce or exercise its rights or remedies under this AGREEMENT, including without limitation reasonable attorney's fees, filing fees, documentary recordation taxes, appraisal charges and storages costs. If CITY advances any sums for such purposes, BORROWER shall reimburse CITY therefore on demand, and such advance(s) shall bear interest at two percent (2%) per annum over the highest rate then payable on any of the Liabilities from the date(s) of such advance(s) and both the amount of such advance(s) and such interest shall constitute part of the Liabilities secured hereby.

22. **LEGAL EFFECT** This AGREEMENT binds and inures to the benefit of CITY, BORROWER, and their respective heirs, executors, administrators, representatives, successors and assigns.

23. **CONSTRUCTION** Whenever used in this AGREEMENT, unless the context clearly indicates a contrary intent:

(a) "BORROWER" shall mean each person (whether individual, corporation, partnership or unincorporated association) who executed this AGREEMENT, and any subsequent owner of the Collateral, and its or their respective heirs, executors, administrators, successors and assigns;

(b) "CITY" shall mean CITY of Scranton and its successors and assigns;

(c) the use of any gender shall include all genders;

(d) the singular shall include the plural, and the plural shall include the singular; and,

(e) if BORROWER is more than one person, all agreements, conditions, covenants and provisions of this AGREEMENT shall be joint and several undertaking of each of them and shall bind each of them as fully as though each of them were named specifically herein wherever "BORROWER" is used,

24. **AUTHORIZATION** BORROWER's execution, delivery, and performance of the AGREEMENT and all other related documents has been duly authorized by all necessary actions on the part of BORROWER, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute default under (1) any other agreements or other instruments binding upon BORROWER or (2) any law, governmental regulation, court decree, or other order applicable to BORROWER or to BORROWER'S properties. BORROWER has the power and authority to enter into this Agreement and to grant Collateral as security for the Liabilities. BORROWER has the further power and authority to own and to hold all of BORROWER'S assets and properties and to carry on BORROWER'S business as presently conducted.

25. **APPLICABLE LAW** This AGREEMENT shall be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania. All terms used herein shall have the meanings given to them by the Pennsylvania Uniform Commercial Code, to the extent not otherwise defined herein.

26. **ENTIRE AGREEMENT** This AGREEMENT and the documents executed and delivered pursuant hereto, constitute the entire agreement of the parties and may be amended only by writing signed by or on behalf of each party.

ATTEST:

Secretary

BORROWER:

ANOTHER TIME RESTAURANT, LLC

By: _____
Owner-Manager
John J. Quinn,

Date: _____

PROMISSORY NOTE

\$40,000.00

Scranton, Pennsylvania
_____, 2017

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned, **Another Time Restaurant, LLC**, (hereinafter called the "**Maker**"), a Pennsylvania Limited Liability Company with a principal place of business located at 320 Penn Avenue, Scranton, PA 18503, hereby promises to pay to the order of THE CITY OF SCRANTON (hereinafter called the "**Holder**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 North Washington Avenue, Scranton, Pennsylvania 18503, or its assignees, the sum of Forty Thousand Dollars (\$40,000.00), (the "Loan") payable together with interest thereon at the fixed rate of two and one half percent (2.5%) per annum as follows:

(1) Interest shall not accrue from _____, 2017 through _____, 2017. In the event Maker satisfies all of the conditions of Section 4 of the Loan to Grant Agreement between Maker and Holder of even date herewith then Maker's obligations hereunder shall cease and Maker shall not have any further obligations to repay the Loan to Holder.

(2) Payments by Maker to Holder shall commence on the _____ day of _____, 2017, and on the _____ day of each and every month thereafter to and including the _____ day of _____, 20__ and shall be in monthly installments of principal and interest in the amount of Seven Hundred and Nine Dollars and Eighty Nine Cents (\$709.89):

(3) Upon the expiration of Sixty Six (66) months after the date hereof, the then unpaid balance of principal, interest, and charges collectible under the terms hereof shall be immediately due and payable.

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

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

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

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

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

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

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

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

c.) fail to strictly and timely comply with all the job creation requirements described in Section 4 of the Loan to Grant Agreement of even date herewith; or

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

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

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

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

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

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

BY: _____
TITLE: _____
DATE: _____

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

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

assigns this note shall thereafter be forever relieved and fully discharged from any liability or accountability with respect to same.

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

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

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

Attest:

Another Time Restaurant, LLC

Secretary

By: _____
Owner-Manager
John J. Quinn

Date: _____

GUARANTY

Pursuant to this Guaranty dated the ____ day of _____, 2017 the undersigned, **John J. Quinn**, ("GUARANTOR") 4067 Steeplechase Drive, Collegetown, PA 19462, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the , Another Time Restaurant, LLC a Pennsylvania Limited Liability Company with a principal place of business located at 320 Penn Avenue, Scranton, PA 18503 (hereinafter " Another Time Restaurant "), and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to Another Time Restaurant, LLC, in the amount of Two Hundred and Forty Thousand Dollars (\$40,000.00). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the Another Time Restaurant's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the Another Time Restaurant's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the Another Time Restaurant and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even

if such rights are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

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

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a) without requiring protest or notice of nonpayment or notice of default to the undersigned, to the Another Time Restaurant, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the Another Time Restaurant or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice that any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the Another Time Restaurant's liabilities to City or the liability of the undersigned hereunder.

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

Confession of Judgment. This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several

important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

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

John J. Quinn

DATE: _____

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

A subsequent Guaranty by the undersigned or any other guarantor of the Another Time Restaurant's liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the Another Time Restaurant's liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

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

WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

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

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

John J. Quinn

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2017, before me, a Notary Public, the undersigned Officer, personally appeared **John J. Quinn**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Title of Officer

GUARANTY

Pursuant to this Guaranty dated the ____ day of _____, 2017 the undersigned, **Jean M. Quinn**, ("GUARANTOR") 4067 Steeplechase Drive, Collegetown, PA 19462, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the , Another Time Restaurant, LLC a Pennsylvania Limited Liability Company with a principal place of business located at 320 Penn Avenue, Scranton, PA 18503 (hereinafter " Another Time Restaurant "), and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to Another Time Restaurant, LLC, in the amount of Two Hundred and Forty Thousand Dollars (\$40,000.00). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the Another Time Restaurant's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the Another Time Restaurant's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the Another Time Restaurant and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even

if such rights are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

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

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a) without requiring protest or notice of nonpayment or notice of default to the undersigned, to the Another Time Restaurant, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the Another Time Restaurant or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice that any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the Another Time Restaurant's liabilities to City or the liability of the undersigned hereunder.

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

Confession of Judgment. This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several

important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

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

Jean M. Quinn

DATE: _____

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

A subsequent Guaranty by the undersigned or any other guarantor of the Another Time Restaurant's liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the Another Time Restaurant's liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

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

WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

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

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

Jean M. Quinn

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2017, before me, a Notary Public, the undersigned Officer, personally appeared **Jean M. Quinn**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Title of Officer



DEPARTMENT OF LAW

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

February 27, 2017

RECEIVED

MAR - 2 2017

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

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO.150.40 IN AN AMOUNT NOT TO EXCEED \$40,000.00 TO ANOTHER TIME RESTAURANT, LLC, (DBA, AV RESTAURANT) TO ASSIST AN ELIGIBLE PROJECT.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

5E

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET IN THE AMOUNT OF THREE MILLION (\$3,000,000.00) DOLLARS; ACCEPTING AND DISBURSING THE GRANT IF THE APPLICATION IS SUCCESSFUL; AND COORDINATE THE USE OF THE GRANT FUNDS WITH LACKAWANNA COLLEGE LOCATED AT 501 VINE STREET, SCRANTON, PENNSYLVANIA 18509, FOR THE PROJECT TO BE NAMED "COMMONS AT 409" LOCATED AT 409 ADAMS AVENUE, SCRANTON, PENNSYLVANIA 18510".

City Clerk

Introduced in Council on above date and referred to Committee on _____

Scranton, Pa. _____
Committee on Community Development reports favorably on the within resolution.

Chairman

WHEREAS, the City of Scranton, in coordination with Lackawanna College or their designee, 501 Vine Street, Scranton, Pennsylvania 18509 is desirous of obtaining funds from the Commonwealth of Pennsylvania's Office of the Budget in the amount of \$3,000,000.00 for prevention and elimination of blight through the Redevelopment Assistance Capital Program (RACP); and

WHEREAS, a blighting influence exists because of the deteriorating condition of a property located at 409 Adams Avenue, Scranton, Pennsylvania 18510 that will be known at "Commons at 409" (the "Project"). The proposed Project will aid in the revitalization of downtown Scranton. The 2-story building located at 409 Adams Avenue, Scranton, will include industrial teaching kitchens for the Hospitality and Culinary Arts Program, student study space and a student dining commons, and

WHEREAS, the City will partner with "Lackawanna College" or their designee, as the applicant for the grant funds from Commonwealth of Pennsylvania's Office of the Budget and disburse the funds to the City to fund the Project; and

WHEREAS, the Commonwealth of Pennsylvania's Office of the Budget will disburse the funds to the City to fund the Project and the City will oversee the use of the funds by Lackawanna College for the Project; and

WHEREAS, the City will reimburse the Commonwealth of Pennsylvania's Office of the Budget for any expenditures found by the Commonwealth of Pennsylvania's Office of the Budget to be ineligible and Lackawanna College will indemnify the City for any ineligible costs; and

WHEREAS, the details of the Project costs and breakdown are detailed in the grant application a copy of which is attached hereto and made a part hereof.

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 submit a grant application to the Pennsylvania Office of the Budget for the Redevelopment Assistance Capital Program (RACP); substantially in the form attached hereto, and if successful, to accept the grant funds to be used for the Project as detailed in the grant application. This approval anticipates the execution of any and all related documentation which may be necessary to complete the grant application including but not limited to the grant application.

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

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

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

Passed by the Council

Receiving the Affirmative votes of Council Persons

Negative

President

Approved _____

Mayor

Certified Copy



Office of Economic and
Community Development

February 24, 2017

Atty. Jessica Boyle
City Solicitor
340 North Washington Avenue
Scranton, Pennsylvania 18503

Re: Lackawanna College
Commons at 409
RACP / \$3,000,000.00
Resolution

Dear Atty. Boyles:

Attached please find the Resolution to accept and disburse funding from the Office of the Budget Redevelopment Assistance Capital Program (RACP) in the amount \$3,000,000.00.

Lackawanna College will renovate 409 Adams Avenue a project names "Commons at 409" in downtown Scranton.

This office would appreciate your office review and expedite this Resolution in order for this to pass Council. If you have any questions regarding this project, please contact me at 348-4216.

Sincerely,

A handwritten signature in black ink that reads "Linda B. Aebli".

Linda B. Aebli
Executive Director

lba/

cc: Atty. Eugene Hickey, Solicitor, OECD
Mrs. Cathy Wechsler, Lackawanna College
Mr. Tom Preambo, Deputy Director, OECD
Ms. Michelle McGloin, Lackawanna College

TAB 1. PROJECT ELIGIBILITY REQUIREMENTS & HOUSING STATEMENT

Capital Budget Act itemizations requested to be used for this project:

Item No. from Excel File	County	Municipality	Act No. & Authorization (Effective) Date	Act Description	Act Amount	Available Amount	Requested Amount
8339	Lackawanna	City of Scranton	2013-85 11/01/2013	Acquisition, construction infrastructure and other related costs for Lackawanna College Learning Commons project	\$4,500,000	\$4,500,000	\$3,000,000
Totals if using multiple itemizations <input type="checkbox"/>					\$4,500,000	\$4,500,000	\$3,000,000

A Project Labor Agreement (PLA) **will not be** utilized for the construction related jobs in this project.

HOUSING STATEMENT

This RACP Project does not contain a housing component.

Project Name	County	RACP Round
Commons at 409	Lackawanna	2015-1

TAB 2. PROJECT DESCRIPTION

Project Name: Commons at 409

Address of Project Site: 409 Adams Avenue

Municipality of Project Site: Scranton

County of Project Site: Lackawanna

State Representative of Project Site

Name: Frank Farina

Address: 423 Main Street, Eynon, PA 18403

District #: 112

State Senator of Project Site

Name: John Blake

Address: The Oppenheim Building, 409 Lackawanna Avenue, Suite 210,
Scranton, PA 18503

District #: 22

Specific Project Description:

Overall: The Commons at 409 project will support the growth of Lackawanna College's (LC) degree programs and student life at the Main Campus, while spurring additional community improvement projects in the city of Scranton.

Committed to aid in the revitalization of downtown Scranton, LC has a history of purchasing and restoring timeworn, underutilized structures on its Main Campus footprint for modern use as classroom space, residential housing facilities and a state-of-the-art Student Union. With the recent acquisition of an underutilized property within the College's campus footprint, Lackawanna College is planning to undertake a \$6,000,000 capital project. The center city Scranton property consists of a two-story, 14,400 square foot building and a central courtyard area. The reclamation of this underutilized space will help stimulate economic vibrancy for the financially distressed City of Scranton. This project will stabilize the area from further decline and spur growth in the downtown by increasing the number of students, staff and educators at Lackawanna College which will then generate significant additional spending for local businesses.

Built in the 1970s and exhibiting various degrees of disrepair, the two-story building and adjacent courtyard will be renovated and outfitted using both RACP funds and private contributions.

The 2-story building at 409 Adams will include industrial teaching kitchens for the Hospitality and Culinary Arts program, student study space and a student dining commons. The dining commons is a crucial expansion necessary to meet the needs of existing students as well future needs as Lackawanna College's growth continues. In addition, the College will update and improve the appearance of the building, with new exterior glazed openings, exterior signage and masonry coating. Plans include a redesign of the building entrance, creating an glass enclosed entranceway, and repairing the sidewalks along Adams Avenue. All these updates will be done with special attention being paid to handicapped accessibility. All applicable federal, state and local construction regulations will be followed, and all required permits will be obtained.

Proposed RACP Scope: The Proposed RACP Scope is the same as the overall project description.

TAB 3. ECONOMIC IMPACT

Data:		Estimated within 1-year after project completion
A.	NEW Jobs:	
1.	NEW permanent direct jobs from positions being CREATED, or vacant ones being filled.	
a.	Full-time jobs	44
b.	Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered a Full Time Equivalent (FTE). OB will calculate FTEs.	5
2.	"NEW" permanent direct jobs TRANSFERRED TO PA FROM OUT OF STATE. "NEW" for this entry's purpose <u>only</u> includes existing, filled positions that will be transferred into PA from out of state.	
a.	Full-time jobs	0
b.	Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered an FTE. OB will calculate FTEs.	0
B.	RETAINED permanent direct (non-construction) jobs. "RETAINED" for this purpose includes existing jobs, currently located elsewhere in PA or existing jobs retained at a current employment site <u>that will be lost without the progression of this project.</u>	
1.	Full-time jobs	0
2.	Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered an FTE. OB will calculate FTEs.	0
C.	Number of permanent INDIRECT jobs created by support/supplier industries and secondary industries attracted by the project. Must supply multiplier basis used by the project.	112
D.	Number of non-permanent direct (CONSTRUCTION) jobs created by the project.	55
E.	MEDIAN ANNUAL WAGE for all NEW permanent direct full-time jobs.	\$37,409
F.	Provide the PER CAPITA INCOME for the project's county per the U. S. Census Bureau at the following link: http://quickfacts.census.gov/qfd/states/42000.html	\$25,608
G.	Total STATE TAX GENERATION (payroll, sales, corporate, etc.).	Prior to project \$397,064 \$547,173

TAB 4. COMMUNITY IMPACT

A. Reclamation or the redevelopment of a blighted area or a Brownfield site:

Not Applicable

B. Economic health of the project site's county

1. County unemployment higher than state average:

The unemployment in Lackawanna County is 5.8%, higher than the 5.1% unemployment rate for the State of Pennsylvania. Please see attached for the detailed map, Comparison of County and State Unemployment Rates

2. Declining population in county:

The population in Lackawanna County has declined 0.2% from April 1, 2010 through July 1, 2013 compared to the 0.6% growth the State of Pennsylvania has experienced. Please see attached for the US Census documentation.

3. County per capita income below the state per capita income:

The per capita money income in the past 12 months in 2013 dollars in Lackawanna County is \$25,594, well below the PA state average of \$28,502. Please see the attached US Census documentation

4. Project location in a KOZ, KOEZ, KIZ, KSDZ, EZ or KOIZ-designated area:

Not Applicable

C. Quality of life

1. Creates or improves Civic, Cultural or Recreation Facilities:

The Commons at 409 currently includes a rundown concrete plaza, courtyard and 2-story building. Lackawanna College will revamp this area by removing the concrete and reviving the area with 50 percent green space and 50 percent hard surface. Contained in the plaza is a sculpture by renowned local artist, Hope Horn, which will be restored to its original grandeur. With pleasant seating areas that will be available to students, faculty, staff and the general public to enjoy, the plaza will quickly become an urban retreat in the heart of the city. In addition, the new student dining commons that will be constructed in 409 Adams will not only serve the needs of the College's students, faculty and staff, but will also welcome guests from around the city.

2. Improves Commercial/Retail/Mixed-use Buildings in a downtown or core area:

Built in the mid-1970s the Commons at 409 consists of a 2-story building located in financially distressed downtown Scranton. From the onset, the complex struggled with occupancy issues. The 2-story building originally housed a restaurant on the upper level that has been unoccupied for many years, and space for retail storefronts on the lower level which have never accommodated tenants.

The revival of this underutilized structure and courtyard will create diverse community and economic benefits including the expansion of degree and continuing education programs at Lackawanna College. This project will create much needed space for the College's many associate degree, certificate and workforce development programs, training numerous students to obtain high-wage, high-priority occupations.

Situated in center city Scranton this run-down building and property pose a significant challenge to the revitalization of the downtown. The rehabilitation and repurposing of this property is a priority as Scranton struggles to recover from generations of extreme financial duress, including two decades designated as an Act 47 financially distressed city. This project will stabilize the area from further decline and spur growth in the downtown by increasing the number of students, staff and educators at Lackawanna College, which will then generate significant additional spending for local businesses.

3. Addresses immediate/urgent issues to improve the quality of life:

Lackawanna College is currently at capacity and the Commons at 409 project will provide the teaching and student space necessary to increase the essential educational opportunities to the residents of Scranton and all of Lackawanna County. Scranton and the northeastern region have a long history as an industrial center and blue-collar region. With the closing of manufacturing plants and warehouses in recent years thousands of individuals possessing only high school diplomas began to seek retraining. Lackawanna College (LC) has a long-standing reputation of creating quality degree, non-degree and workforce development programs to train students in occupations designated as High-Priority Occupations by the PA Department of Labor & Industry. Strong relationships with local workforce development agencies make the College the non-degree educational provider of choice for a large group of displaced, unemployed and underemployed workers. The expansion of these degree and continuing education programs made available by the Commons at 409 will provide added classroom space to increase student capacity allowing LC to train an even greater number of workers in high-wage, high-priority occupations.

4. Addresses issues that could have a negative impact on the quality of life:

Lackawanna College has a reputation of preparing our students for the demands of the 21st century workforce. Without the expansion of degree and continuing education programs at Lackawanna College the quality of life in Lackawanna County will be severely impacted. While 88.9 percent of the residents of Lackawanna County hold high school diplomas, and there is no US Census data available on the percentage of residents who have associate degrees, only 25.7 percent of the residents have obtained a bachelor's degree. With the unemployment rate in Lackawanna County at 5.8%, higher than the state average of 5.1%, the region needs a way to help get the displaced, unemployed and underemployed workers of Lackawanna County retrained and back to work with the skills they need to succeed.

D. Regional impact

1. Consistent with an existing revitalization plan:

The Scranton-Abington Planning Association (SAPA) Plan was adopted by the City of Scranton on November 20, 2014. It is a multi-municipal Comprehensive Plan allowing member municipalities the opportunity to achieve benefits of multi-municipal cooperation. Lackawanna College's Commons at 409 project conforms to the Center City section of the plan on page 103. The plan strongly encourages the adaptive reuse of existing buildings, something that Lackawanna College has done numerous times since the early 1990s. The refurbishing and repurposing of the underutilized building at 409 Adams Avenue is consistent with the goals of the SAPA Plan.

Lackawanna County's comprehensive plan is the Lackawanna Luzerne Regional Plan. Its goal, as listed in the Land Use Plan, Chapter 2.1, is to achieve an overall future pattern of development that is responsive to existing and future economic, social, and cultural needs of Lackawanna and Luzerne Counties, promoting revitalization in the area's urban centers, which are Priority Areas, while conserving and preserving natural and agricultural resources.

Lackawanna College's refurbishment of 409 Adams and adjacent courtyard is consistent with key provisions listed on page 2-8 for the Center City Priority Areas. The redevelopment and adaptive reuse of this underutilized property is an efficient and economical way to allow for both new growth and revitalization in downtown Scranton.

The Community Facilities Plan, Chapter 2.4, within the Regional Plan, states on page 2-65 that a large unskilled population is a detriment to the two-county area's economic growth and a high standard of living. The Plan declares the people of the area need to have the opportunity to receive workforce education and skills development. Lackawanna College, for 120 years, has provided numerous workforce training, certificate and associate degree programs. With the academic expansion at the Commons at 409, the College will continue to spur additional opportunities for training in high-wage, high-demand occupations.

2. Joint effort involving multiple municipalities:

Not Applicable

3. Public engaged in the development of the project:

Lackawanna College welcomes community involvement in the development of the Commons at 409 project. Since the press release on July 23 declared Lackawanna College's plans to purchase of the property, the community has had many opportunities to comment on this project.

The local newspaper, The Times-Tribune posted an article on their website with the headline, *Lackawanna College to Convert Downtown Office Complex into Clinic, Classrooms, Cafeteria* on July 24 where 49 members of the public commented on the anticipated purchase. The article and comments are included as Tab 4—Appendix 6.

In addition, when Lackawanna College applied for a Local Share Account Grant through the City of Scranton, to assist with renovation costs of the 401 Adams building, the request had to be read and voted on at three City Council meetings. At City Council, the public is allowed to comment on the council agenda including what they thought of LC purchasing this commercial complex. The City of Scranton is also the grantee for the RACP grant, so the process will be repeated and the public allowed to comment on Lackawanna College's Commons at 409 project again.

When the project is complete Lackawanna College will hold a formal ceremony, inviting the public to attend the ceremony and tour the facilities.

4. Promotes tourism:

The Commons at 409 project will allow the expansion of academic programs at Lackawanna College. With this growth the College will have an even larger number of students and their families travel to Scranton to tour the campus. These visitors in turn will stay in local hotels, eat in local restaurants and visit some of the historic tourist sites in the City of Scranton. In addition, many art lovers will come to LC to view the vibrant, refurbished Hope Horn sculpture in the Commons at 409 Plaza.

TAB 5. STRATEGIC CLUSTERS FOR DEVELOPMENT

A. Biotechnology/Pharmaceutical/Life Sciences:
Not Applicable

B. High Tech & Advanced Manufacturing and Materials:
Not Applicable

C. Energy Extraction & Mining:
Not Applicable

D. Business & Financial Services:
Not Applicable

E. Healthcare/Medical Research and/or Educational:

The Commons at 409 project falls within the Strategic Cluster for Development of Healthcare/Medical/Education. Accredited by the Commission of Higher Education of the Middle States Association of Colleges and Schools, Lackawanna College is a private, nonprofit education institution providing opportunities for career and personal development. Established as Scranton Business College in 1894 and chartered as Lackawanna Junior College in 1957, course offerings were expanded to include the humanities and social and behavioral sciences, and the Pennsylvania Department of Education granted LC the right to award associate degrees. Since then, the College has continued growth and currently offers 30 Academic Majors and Programs. Most recently, LC was awarded the right to offer Bachelor's Degrees and will begin a limited selection of programs in the Fall of 2017. The College features an open admissions policy and in addition to its academic degree programs, offers certificate and continuing education programs.

F. Agriculture:
Not Applicable

TAB 6. ORGANIZATIONAL, MANAGEMENT & STRATEGIC PLAN

Task/Position	Organization	Contact Person, Title	Address	Email & Phone
Candidate (normally the beneficiary of the grant)				
Candidate's Board President or Top Executive or Officer (this is to whom RACP decision letter will be directed)	Lackawanna College	Mark Volk, President	501 Vine Street, Scranton, PA 18509	volkm@lackawanna.edu (570) 961-7850
Candidate's person to contact for project information (if different from above) (enter "Same," if same)	Lackawanna College	Alycia Schwartz, Vice-President for Finance & Administration	501 Vine Street, Scranton, PA 18509	schwartz@lackawanna.edu (570) 961-7845
Grantee (if known)				
Grantee's Chief Elected Official or Officer	City of Scranton	William L. Courtright, Mayor	Municipal Building, 340 North Washington Avenue, Scranton, PA 18503	kgarvey@scrantonpa.gov (570) 348-4100
Grantee's Contact Person (if different from above) (enter "Same" if same)	City of Scranton, Office of Economic and Community Development	Linda Aebli, Executive Director OECD	Municipal Building, 340 North Washington Avenue, Scranton, PA 18503	laebli@scrantonpa.gov (570) 348-4216
Consultant aiding with formal Application & Business Plan preparation	N/A	N/A	N/A	N/A
Architect	Hemmler + Camayd Architects	Kenneth Ruby, LEED AP, Associate/Specifi- cations Writer	409 Lackawanna Avenue, Scranton, PA 18503	kruby@hc-architects.com (570) 961-1302
Engineer	To Be Determined			
Contractor	To Be Determined			
Other	Sordoni Construction Services	Joseph Galvin, Project Director/Senior Project Manager	45 Owen Street, Forty Fort, PA 18704	jgalvin@sordoni.com (570) 283-6223



Office of Economic and
Community Development

February 23, 2017

Mr. Steven Heuer
Office of the Budget
Bell Tower – 7th Floor
303 Walnut Street
Harrisburg, PA

Re: Redevelopment Assistance Capital Program Grant (RACP)
Lackawanna College “Commons at 409” Project
Scranton, Pennsylvania 18503
Tab 7 – Statement of Compliance Requirements
\$3,000,000.00

Dear Mr. Heuer:

This letter serves as a Statement of Compliance regarding the City of Scranton (Applicant) and Lackawanna College (Sub-Applciant) receiving \$3,000,000.00 from the Office of the Budget through its Redevelopment Assistance Capital Program Grant (RACP).

All construction and related activities of the Lackawanna College “Commons at 409” Project will comply with all requirements set forth by the Commonwealth of Pennsylvania, including but not limited to:

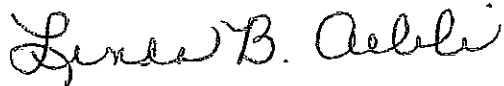
1. Competitive Bidding Requirements
2. Steel Products Procurement Act
3. Trade Practices Act
4. Public works Contractors’ Bond Law (Performance Bond & Payment Bond)
5. Pennsylvania Prevailing Wage Act or Davis Bacon Federal Wage Act
6. Americans with Disabilities Act
7. Fidelity Bonds
8. Insurance
 - a. Worker’s Compensation Insurance
 - b. Comprehensive General Liability Insurance
 - c. Property Damage Insurance
 - d. Identify Commonwealth as Additional Insured
9. Article 8 (Restrictions on Govt. Entities selling RACP project of Grant Agreement.

Page: Two

Tab 7 – Statement of Compliance Requirements

The City of Scranton will continue to gather the documentation of compliance as required by the grant, which we will make available to the Commonwealth. We understand that failure to comply with these provisions could affect funding reimbursement.

Sincerely,

A handwritten signature in cursive script that reads "Linda B. Aebli".

Linda B. Aebli
Executive Director

Lba/

Cc: Lackawanna College

Statement of Community Support



OFFICE OF THE MAYOR

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

January 21, 2015

Mr. Steven Heuer, Director
Bureau of Revenue, Cash Flow and Debt
Office of the Budget
333 Market Street, 18th Floor
Harrisburg, PA 17101-2210

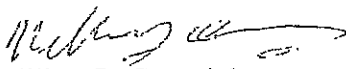
Dear Mr. Heuer:

I am writing in support of Lackawanna College and The Wright Center's grant application through the Redevelopment Assistance Capital Program (RACP) Grant. Since the mid-1990s, Lackawanna College has played a major role in the revitalization of downtown Scranton by restoring timeworn, underutilized buildings for modern use as residential housing facilities, classroom space and a state-of-the-art Student Union.

This grant will assist Lackawanna College, in partnership with The Wright Center, as they begin \$20.5 million capital project to renovate the Cornerstone Commons Plaza in downtown Scranton. Requesting \$10,250,000 in RACP funds Lackawanna College will restore the 6-story building at 401 Adams Avenue to include classrooms, conference rooms, administrative offices and laboratory space which will support the operation of academic degree and continuing education programs. In addition, The Wright Center will open a primary care clinic on the first and second floors in 401 Adams Avenue to provide healthcare services to the medically underserved in Scranton and all of Northeastern Pennsylvania. The 2-story building at 409 Adams will include industrial teaching kitchens for the Hospitality and Culinary Arts Program, student study space and a cafeteria. In addition, the College will update and improve the appearance of the buildings, including plans to remove the covered walkway and redesign the entranceway at Adams Avenue, adding a new entrance on Mulberry Street and repairing the sidewalks.

Lackawanna College's commitment to the City of Scranton, and in particular the downtown area, is unmistakable. This project will transform a highly underutilized building into a bustling center of education and community healthcare in Scranton's downtown. I strongly support Lackawanna College and The Wright Center's request for \$10,250,000 from the Redevelopment Assistance Capital Program. If you have any questions or concerns, please feel free to contact me at (570) 348-4101.

Sincerely,


William L. Courtright
Mayor, City of Scranton

SANDRA J. MAJOR, MEMBER
111TH LEGISLATIVE DISTRICT

PO BOX 202111
HARRISBURG, PA 17120-2111
PHONE: (717) 783-2910
FAX: (717) 783-2010

16501 STATE ROUTE 706, SUITE 2
MONTROSE, PA 18801
PHONE: (570) 278-3374
FAX: (570) 278-2952

32 COMMERCIAL STREET, SUITE 300
HONESDALE, PA 18431
PHONE: (570) 253-5533
FAX: (570) 253-8046



House of Representatives
Commonwealth of Pennsylvania
Harrisburg

REPUBLICAN CAUCUS CHAIRMAN

POLICY COMMITTEE

BOARD MEMBER, PENNSYLVANIA HIGHER
EDUCATION ASSISTANCE AGENCY (PHEAA)

WEBSITE: WWW.REPMAJOR.COM
E-MAIL: SMAJOR@PAHOUSEGOP.COM

June 4, 2015

Randy Albright
Secretary of the Budget
333 Market Street, 19th Floor
Harrisburg, PA 17101

Dear Secretary Albright:

It has been brought to my attention that Lackawanna College and The Wright Center have submitted a Redevelopment Assistance Capital Program (RACP) grant application. I am writing to express my support for their \$10,250,000 funding request.

Lackawanna College and The Wright Center are seeking funding for the Cornerstone Commons Project. The \$20.5 million Cornerstone Commons Project will allow Lackawanna College, in partnership with The Wright Center, to renovate the underutilized building at 401 and 409 Adams Avenue to expand academic and continuing education programs as well as update and improve the appearance of the buildings and streetscape. In addition, The Wright Center will open a clinic to provide healthcare services to the medically underserved.

I urge your favorable review of their application and thank you for the opportunity to share my support for the RACP application from Lackawanna College and The Wright Center for the Cornerstone Commons Project.

Sincerely,

A handwritten signature in black ink that reads "Sandra J. Major".

Sandra J. Major
State Representative
111th Legislative District

SJM/jlh

cc: Speaker Mike Turzai
Majority Leader Dave Reed

362 MAIN CAPITOL BUILDING
SENATE BOX 203020
HARRISBURG, PA 17120-3020
(717) 787-7428
FAX (717) 787-9242

22 DALLAS SHOPPING
CENTER
MEMORIAL HIGHWAY
DALLAS, PA 18612
(570) 675-3931
FAX (570) 674-5037
TOLL FREE (888) 736-1153

2512 ROUTE 6
HAWLEY, PA 18428
(570) 226-5960
FAX (570) 226-5964

lbaker@pasen.gov
senatorbaker.com

STATE SENATOR
LISA BAKER
20TH SENATORIAL DISTRICT



Senate of Pennsylvania

June 9, 2015

COMMITTEES

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AGING & YOUTH
APPROPRIATIONS
CONSUMER PROTECTION &
PROFESSIONAL LICENSURE
PUBLIC HEALTH & WELFARE
VETERANS AFFAIRS & EMERGENCY
PREPAREDNESS

The Honorable Randy Albright
Office of the Budget
333 Market, 18th Floor
Harrisburg, PA 17101

Dear Secretary Albright:

I am pleased to support Lackawanna College's Redevelopment Assistance Capital Program (RACP) Business Plan submission, which seeks \$10,250,000 to assist in the growth of its degree and continuing education programs, while expanding a partnership with the Wright Center.

The Cornerstone Commons project will restore a 6-story building to include classrooms, conference space, administrative offices and laboratory space to support academic programs. The Wright Center will also open a primary care clinic to provide medical, dental, behavioral, infectious disease and women's healthcare services. Plans also include renovations to an adjacent building to offer teaching kitchens for the Hospitality and Culinary Arts program and a student dining commons.

A well-trained and educated workforce is critical to the economic health and quality of life of our region. Additionally, this project will aid in the revitalization of blighted properties. I wholeheartedly endorse Lackawanna College's efforts and welcome your positive consideration of this community priority.

Sincerely,

Handwritten signature of Lisa Baker in cursive script.
Lisa Baker
Senator

pc: Mark Volk, President
Lackawanna College

22ND DISTRICT
JOHN P. BLAKE

SENATE BOX 203022
THE STATE CAPITOL
HARRISBURG, PA 17120-3022
717-787-6481
FAX: 717-783-5198

MAIN DISTRICT OFFICE
OPPENHEIM BUILDING
409 LACKAWANNA AVE., SUITE 210
SCRANTON, PA 18503
570-207-2851
FAX: 570-207-2897

ARCHBALD OFFICE
406 CHURCH STREET, SUITE 3201
ARCHBALD, PA 18403
570-876-5322
FAX: 570-876-5332

senatorblake@pasenate.com
www.senatorblake.com



Senate of Pennsylvania

COMMITTEES

FINANCE, DEMOCRATIC CHAIR
APPROPRIATIONS
COMMUNITY, ECONOMIC AND
RECREATIONAL DEVELOPMENT
LABOR AND INDUSTRY
LOCAL GOVERNMENT
POLICY

CAPITOL PRESERVATION COMMITTEE
LOCAL GOVERNMENT COMMISSION

January 27, 2015

Mr. Steve Heuer
Director
Bureau of Revenue, Cash Flow & Debt
Office of the Budget
333 Market Street, 18th Floor
Harrisburg, PA 17101-2210

Dear Mr. Heuer:

I would like to take this opportunity to offer my support for Lackawanna College's RACP application/project.

The Cornerstone Commons project will support the growth of Lackawanna College's degree and continuous education programs at the Main Campus, while expanding the college's partnership with The Wright Center and spurring additional community health projects in the City of Scranton.

Lackawanna College will restore the 6 story building at 401 Adams to include classrooms, conference rooms, administrative offices, and laboratory space. The Wright Center will open a primary care clinic on the first and second floors to provide medical, dental, behavioral, infectious disease and women's services to the medically underserved in Scranton and all of Northeastern Pennsylvania.

Once again, please accept this letter as a representation of my support for this project. If you should have any further questions regarding this project, please do not hesitate to contact me directly. Thank you in advance for your time and consideration. With kind regards, I am

Very truly yours,

A handwritten signature in black ink that reads "John P. Blake".

John P. Blake
Senate of Pennsylvania
22nd District

JPB/rk

FRANK FARINA, MEMBER
112TH LEGISLATIVE DISTRICT

423 MAIN STREET
EYNON, PENNSYLVANIA 18403
(570) 876-1111
FAX: (570) 876-5304

1414 MONROE AVENUE
DUNMORE, PENNSYLVANIA 18509
(570) 342-2710
FAX: (570) 342-2845

28B EAST WING
P.O. BOX 202112
HARRISBURG, PENNSYLVANIA 17120-2112
(717) 783-5043
FAX: (717) 787-1231



House of Representatives
COMMONWEALTH OF PENNSYLVANIA
HARRISBURG

COMMITTEES

ENVIRONMENTAL RESOURCES AND
ENERGY
GAME AND FISHERIES
TOURISM AND RECREATIONAL
DEVELOPMENT, SECRETARY

February 4, 2015

By way of this letter, I wish to convey my support for the application of Lackawanna College of Scranton with regard to their Cornerstone Commons project.

Lackawanna College (LC) is an accredited, private, non-profit educational institution providing opportunities for career and personal development within selected associate degree, certificate and continuing education programs. A tuition dependent institution with an affordable tuition of \$12,980 per year the College consists of four satellite centers in Hawley, Hazleton, Towanda and the School of Petroleum & Natural Gas in New Milford with the Main Campus located in downtown Scranton.

The Cornerstone Commons project will support the growth of Lackawanna College's (LC) degree and continuing education programs at the Main Campus, while expanding the College's partnership with The Wright Center (TWC) and spurring additional community health projects in the city of Scranton.

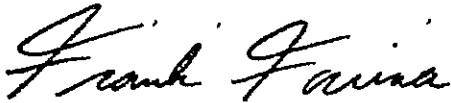
Committed to aid in the revitalization of downtown Scranton, LC has a history of purchasing and restoring timeworn, underutilized structures on its Main Campus footprint for modern use as classroom space, residential housing facilities and a state-of-the-art Student Union. With the recent acquisition of an underutilized building complex Lackawanna College is planning to undertake a \$20.5 million capital project. The center city Scranton complex consists of a mainly vacant, 6-story, 95,300 square foot structure and an unoccupied, two-story, 14,400 square foot ancillary building. The reclamation of these underutilized buildings will help stimulate economic vibrancy for the financially distressed City of Scranton. This project will stabilize the area from further decline and spur growth in the downtown by increasing the number of students, staff and educators at Lackawanna College which will then generate significant additional spending for local businesses.

Built in the 1970s and exhibiting various degrees of disrepair, both buildings will be renovated and outfitted using both RACP funds and private contributions. LC will restore the 6-story building at 401 Adams to include classrooms, conference rooms, administrative offices and laboratory space which will support the operation of academic degree and continuing education programs. In addition, TWC will open a primary care clinic on the first and second floors in 401 Adams to provide medical, dental, behavioral, infectious disease and women's healthcare services to the medically underserved in Scranton and all of northeastern Pennsylvania. The 2-story building at 409 Adams will include industrial

teaching kitchens for the Hospitality and Culinary Arts program, student study space and a cafeteria. In addition, the College will update and improve the appearance of the buildings, with new exterior glazed openings, exterior signage and masonry coating. Plans include removing the covered walkway and redesigning the entranceway at Adams Avenue, adding a new entrance on Mulberry and repairing the sidewalks. All these updates will be done with special attention being paid to handicapped accessibility. All applicable federal, state and local construction regulations will be followed, and all required permits will be obtained.

Your favorable consideration of this project is greatly appreciated. Should you have any questions or concerns with this matter, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Frank Farina". The signature is written in a cursive, flowing style.

The Honorable Frank Farina
PA State Representative -112th Legislative District

RDA-300	Commonwealth of Pennsylvania REDEVELOPMENT ASSISTANCE CAPITAL PROJECT SOURCES OF FUNDS		Date Received
	Version: June 2016		ME No.
The latest status of this project is:	This RDA filing, as it applies to the project's "status" at left, is a/an:		State Consultant Firm
<input type="checkbox"/> Business Plan <input checked="" type="checkbox"/> Application <input type="checkbox"/> Grant Agreement	<input checked="" type="checkbox"/> ORIGINAL	<input type="checkbox"/> REVISION No. <input type="checkbox"/>	<input type="checkbox"/> AMENDMENT

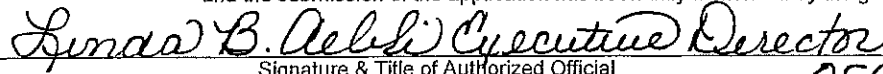
PROJECT INFORMATION							
PROJECT NAME	Commons at 409			PROJECT PHASE		OF	
GRANTEE	City of Scranton Office of Economic and Community Development						
SUB-GRANTEE(S)	Lackawanna College						
County	Municipality	Municipal Population	Legislative Districts		RACP Construction Schedule		
Lackawanna	Scranton	77,118	House	Senate	Start Date	End Date	Duration in months
			112	22	9/1/17	6/30/18	10

OFFICIAL CONTACT PERSONS			
Chief Elected Official or Officer of Grantee		Contact Person (normally the person from the entity at left that is most familiar with the project; enter "Same" if same person & provide email address)	
Federal ID No.	26-6000704	Name & Title	Alycia Schwartz VP of Finance & Administration
Name & Title	Linda B. Aebli, Executive Director OECD	Organization	Lackawanna College
Organization	City of Scranton OECD	Address	501 Vine Street Scranton PA 18509
Address	340 North Washtington Ave Scranton PA 18503	Phone	570-961-7845
Phone	570-348-4216	Email address	schwartz@lackawanna.edu
Email address	laebli@scrantonpa.gov		

FUNDING SOURCES				
Type	Amount	Description	Secured?	Unsecured? or Other?
REDEVELOPMENT ASSISTANCE FUNDS	\$3,000,000			
MATCHING FUNDS	\$3,000,900			
A. Local Funds				
B. Private Funds	\$2,494,184	Peoples Security Loan	Secured	
C. Land	\$425,000	409 Building and Courtyard	Secured	
Attach Appraisal				
D. Federal Funds				
E. Other	\$81,716	Private Donations		Unsecured
TOTAL FUNDS	\$6,000,900			

Attach an explanation about any state or federal funds the project has received in the past or will receive in the future that are not being counted as matching funds

PROJECT ADMINISTRATION			
Will the Applicant administer the project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will the Applicant designate a Project Administrator?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Administrators:	Applicant's Staff Linda B. Aebli	Sub-Applicant's Staff Alycia Schwartz	Designated Administrator
Are Cooperation Agreements attached?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Status:	

APPLICANT'S AUTHORIZATION	
To the best of my knowledge and belief, data in this application are true and correct and the submission of the application has been duly authorized by the governing body.	
 Signature & Title of Authorized Official OECD	2-27-2017 Date

RDA-301		Commonwealth of Pennsylvania REDEVELOPMENT ASSISTANCE CAPITAL PROJECT USES OF FUNDS			Date Received
The latest status of this project is:		Version: June 2016			ME No.
<input type="checkbox"/> Business Plan <input checked="" type="checkbox"/> Application <input type="checkbox"/> Grant Agreement		This RDA filing, as it applies to the project's "status" at left, is a/an:			State Consultant Firm
		<input checked="" type="checkbox"/> ORIGINAL	<input type="checkbox"/> REVISION No. <input type="checkbox"/>	<input type="checkbox"/> AMENDMENT	
PROJECT NAME	Commons at 409			PROJECT PHASE	OF
GRANTEE	City of Scranton Office of Economic and Community Development				
SUB-GRANTEE(S)	Lackawanna College				
LINE ITEM	BUDGET CATEGORY	RACP REIMBURSEMENT	MATCH ONLY	TOTAL	
1	Operation & Maintenance	Typical Match			
2	Administration	Typical Match	\$30,000	\$30,000	
3	Legal	Typical Match			
4	Financing/Accounting	Typical Match			
5	Interest During Construction				
6	Architectural/Engineering	Typical Match			
	A. Feasibility Study	Typical Match			
	B. Surveys	Typical Match			
	C. Design	Typical Match	\$471,038	\$471,038	
	D. Inspection Services	Typical Match			
	E. Other (Specify)	Typical Match			
7	Permits				
8	Land (if used, entries A., B., or C. below should reflect the [planned] ownership at commencement of the RACP project construction)				
	A. Grantee owned (value)				
	B. Sub-Grantee owned (value)		\$425,000	\$425,000	
	C. 3rd Party owned (value)				
	D. Easement Cost				
	E. Other Land Costs (Specify & itemize below)				
	i.				
	ii.				
	iii.				
9	Construction (Attach construction cost breakdown)	\$3,000,000	\$1,824,862	\$4,824,862	
	A. Contingency (<u>5</u> % of Construction)	Typical Match	\$250,000	\$250,000	
10	Other (Specify & itemize below)				
	A.				
	B.				
	C.				
	D.				
TOTAL PROJECT COST		\$3,000,000	\$3,000,900	\$6,000,900	
APPLICANT'S AUTHORIZATION			COMMONWEALTH'S APPROVAL		
Approval of the Project Financing Plan is hereby requested.			The Project Financing Plan is hereby granted.		
SEAL	Applicant	City of Scranton Office of Community and Economic Dev		Commonwealth of Pennsylvania Office of the Budget	
	Signature of Authorized Official	<i>Linda B. Aebli</i>		Signature of Authorized Official	
	Title	OECD Executive Director		Title	
	Typed or Printed Name	Linda B. Aebli		Typed or Printed Name	
	Date	<i>2-27-2017</i>		Date	

Sally Locker

From: Linda Aebli
Sent: Monday, February 27, 2017 8:21 AM
To: Sally Locker
Subject: FW: Resolution and attachments

I am still waiting for 2 things from Lackawanna College for that Resolution. Hopefully today I will get it.

From: McGloin, Michelle [<mailto:McGloinM@lackawanna.edu>]
Sent: Friday, February 24, 2017 3:25 PM
To: Linda Aebli; gene@efhickeylaw.com; Wechsler, Cathy; Tom Preambo
Subject: RE: Resolution and attachments

Hi Linda,

We have a good handle on the numbers, but Mark is on vacation until Monday and we can't send them until he approves them. The VP's are meeting with him Monday morning and I expect to have the RDA forms to you as soon as I get the OK.

Thanks,

Michelle

Michelle McGloin
Grant Administrator & Assessment Coordinator
Lackawanna College
501 Vine Street
Scranton, PA 18504
(570) 961-7833
mcgloinm@lackawanna.edu

From: Linda Aebli [<mailto:laebli@scrantonpa.gov>]
Sent: Friday, February 24, 2017 12:56 PM
To: McGloin, Michelle <McGloinM@lackawanna.edu>; gene@efhickeylaw.com; Wechsler, Cathy <WechslerC@lackawanna.edu>; tpreambo@scrantonpa.gov
Subject: Resolution and attachments

I really need the budget information in order to get it to Council. Thanks. Linda



DEPARTMENT OF LAW

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

February 27, 2017

RECEIVED

MAR - 2 2017

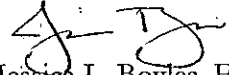
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET IN THE AMOUNT OF THREE MILLION \$3,000,000.00 DOLLARS; ACCEPTING AND DISBURSING THE GRANT IF THE APPLICATION IS SUCCESSFUL; AND COORDINATE THE USE OF THE GRANT FUNDS WITH LACKAWANNA COLLEGE LOCATED AT 501 VINE STREET, SCRANTON, PENNSYLVANIA 18509, FOR THE PROJECT TO BE NAMED "COMMONS AT 409" LOCATED AT 409 ADAMS AVENUE, SCRANTON, PENNSYLVANIA 18510".

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 RENEWAL OF THE CONTRACT WITH JOYCE HATALA ASSOCIATES TO ASSIST THE CITY OF SCRANTON WITH ITS RECYCLING PROGRAM FOR AN ADDITIONAL EIGHTEEN (18) MONTH PERIOD WITH THE OPTION OF AN EIGHTEEN (18) MONTH EXTENSION.

WHEREAS, the City of Scranton entered into a contract with Joyce Hatala Associates to assist in our recycling program in 2015 for a period of eighteen (18) months, this contract is due to expire at the end of February, 2017; and

WHEREAS, the City of Scranton wishes renew and extend our contract as we are in the midst of an expansion of our recycling program and her services are critical. Initiatives include improvements in our commercial recycling tonnage tracking and additional downtown business participation; yard waste collection improvements and the participation in the technical assistance review of our refuse and recycling programs; and

WHEREAS, with the expiration of her contract forthcoming, the Business Administrator recommends that the contract with Joyce Hatala Associates be renewed and an extension of her contract for eighteen (18) additional months with the option for an eighteen (18) month extension. Her fee is \$5,000.00 and may be met through the Professional Services Budget of the Department of Public Works, Bureau of Administration. A copy of the Business Administrator's Memorandum is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a renewal of the Contract with Joyce Hatala Associates to assist the City of Scranton with our recycling program for an additional eighteen (18) month period, with the option of an eighteen (18) month extension.

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
March 1, 2017 to September 30, 2018 by and between the City of Scranton, 340 North
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

JOYCE HATALA ASSOCIATES
P.O. BOX 107
FLEETVILLE, PA. 18420
PHONE NO. (570) 407-1124

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 assistance with the City of Scranton Recycling Program. The Contractor hereby
covenants, contracts and agrees to furnish Scranton with:

ASSISTANCE WITH THE CITY OF SCRANTON
RECYCLING PROGRAM
FOR A PERIOD OF EIGHTEEN (18) MONTHS
WITH OPTION OF ADDITIONAL EIGHTEEN
(18) MONTH EXTENSION
(\$5,000.00 COST OF SERVICES)

Said services to be furnished and delivered in strict and entire conformity with the
Proposal attached hereto and incorporated herein by reference thereto submitted by Joyce Hatala
Associates. Said Proposal is 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 Proposal attached hereto. Said Proposal is 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 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 unauthorized 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

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

JOYCE HATALA ASSOCIATES

BY:

TITLE: _____

DATE: _____

MEMORANDUM

TO: Sally Locker, Jessica Boyles
FROM: David Bulzoni, Business Administrator
RE: Contract Extension for Joyce Hatala Associates
DATE : February 23, 2017

With the forthcoming expiration of Ms. Hatala's contract, I would recommend a renewal and extension of her contract for an additional eighteen months with the option for an eighteen month extension. We are in the midst of an expansion of our recycling program and her services are critical. Initiatives include improvements in our commercial recycling tonnage tracking and additional downtown business participation; yard waste collection improvements, and the participation in the technical assistance review of our refuse and recycling programs. Her fee is \$5,000.00 and may be met through the professional services budget of the Department of Public Works, Bureau of Administration.

Please advise if you have any questions.

JOYCE HATALA ASSOCIATES

P.O. Box 107, Fleetville, PA 18420

Phone 570-407-1124 cell; 570-945-5656 home

Email – jhatala@epix.net

Recycling and Solid Waste - Conservation Issues - Focus on Local Government

PROPOSAL

Services available through Joyce Hatala Associates

Recycling Improvements in the City of Scranton

Goal:

- Increase commercial recycling in the City of Scranton and improve yearly reporting from commercial establishments for the annual report and performance grant purposes
- Increase residential leaf and yard waste collection and increase curbside recycling

Background

Pennsylvania's Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act, mandates that municipalities over 5,000 residents with 300 persons per square mile must recycle, at a minimum, three items along with leaf waste at the curb. The Act also mandates that all commercial establishments must recycle, at a minimum, office paper, corrugated cardboard, aluminum cans and leaf waste. They must report these tonnages to the municipality each year (first quarter of the year for the previous year). The reports must be in a form acceptable to the PA Department of Environmental Protection (DEP) for the annual report and performance grant (Section 904) purposes. Commercial establishments are defined as businesses, industry, stores, offices, and institutions such as schools, places of worship, hospitals and other medical facilities.

After over twenty five (25 years), there are still many commercial establishments in the City who are not recycling and/or reporting recyclable tonnages collected as required by law. Because of this, the City is losing significant funding from the PA DEP through performance grants. Although yard waste and leaves cannot be counted for performance grant funding, they account for a significant amount of landfilled waste (nearly 20%) and can save significant money if taken for composting, or chipped into mulch.

Commercial Recycling Steps to Increase Recycling and Reporting

Meet and work with the Scranton Recycling Coordinator to determine areas which need improvement. What is working and not working?

Obtain commercial recycling reports for the last two years available (2012, 2013) to determine the extent of commercial recycling and areas for growth.

Obtain data on the last two years of Section 904 grant funding (performance grants). Determine which large generators are not reporting or are under-reporting? Are they not recycling or are they not reporting what they recycle?

Call and/or visit the largest potential generators of recyclables to determine how to best increase both recycling and reporting. Up to twelve (12) visits to commercial generators are included under this proposal if needed.

Obtain data from other Pennsylvania cities to determine their recycling tonnages and 904 grant amounts. How does Scranton compare to other PA cities allowing for demographic differences?

Meetings with:

- Scranton Chamber of Commerce – articles in their newsletter, email to chamber members about recycling requirements. Include letter from City and reporting form in Chamber email.
- Scranton Tomorrow/Downtown Businesses
- Restaurant and Tavern Associations
- Haulers such as Waste Management and JP Mascaro to determine areas for growth in recycling
- Owners of downtown office buildings
- Scranton School District
- Lackawanna County Recycling Manager can provide information on recent visits to schools and businesses. Who can improve recycling and reporting

Residential Recycling

Meet with Department of Public Works (DPW) and City Recycling Coordinator to determine problem areas and where they think the City can see growth in curbside recycling, especially in the collection of leaves and yard waste. Obtain information from other PA municipalities on per capita yard waste collection.

- Education - Where can the city obtain free education? Channel 61
- Distribution of brochures/fliers at events such as festivals, Nay Aug Park events and through neighborhood groups
- Distribution of brochures at business places/stores, church bulletins and similar

Provide final report on recommendations

Cost for services included in this proposal - \$5,000

JOYCE HATALA, JOYCE HATALA ASSOCIATES

Joyce Hatala has over 30 years experience in the environmental field with an emphasis on the management of solid waste and recyclables, trails, parks and recreation, storm water management, energy conservation, and other environmental issues. Joyce formed an environmental consulting firm in 2008 and has worked on many energy conservation, stormwater and environmental and solid waste/recycling projects in Pennsylvania. She has written numerous grants for local government as well as businesses and non profit organizations. Joyce is the former chair of the DEP Citizens Advisory Council and a member of the Abington Council of Governments (COG). In July 2012, she was appointed to the Lackawanna County Solid Waste Management Authority. Joyce served as Lackawanna County Recycling/Solid Waste Coordinator and as Director of the Environmental Institute at Lackawanna College, as well as a former president of the Professional Recyclers of PA (PROP). Joyce is a former vice president of the PA State Solid Waste Advisory Committee (SWAC) and the Recycling Fund Advisory Committee (RFAC) and a current committee member.

- **Joyce Hatala Associates (2008- present).** Emphasis on, recycling and solid waste consulting, stormwater management, energy conservation, grant / report writing on a variety of environmental and historical topics, project coordination and management, expertise in coordination of public meetings and roundtables, research and feasibility studies. Municipal Grants for recycling, energy, conservation, parks, trails, , stormwater management, police, fire and other topics. Administration of grants and projects management.
 - Research and writing of numerous energy grants for Federal Stimulus American Recovery and Reinvestment Act including grants for wind turbine and energy upgrades. Also provided research and wrote grants for energy conservation. Provided project administration for energy conservation measures and small wind turbine installations.
 - Preparation of solid waste bid specifications for four Lackawanna County Boroughs, Archbald, Blakely, Jessup and Clarks Summit as well as Mt. Pocono Borough in Monroe County.
 - Wrote numerous water quality and stormwater management grants for the Lackawanna River Corridor Association. Completed work with Lackawanna River Corridor Association and Scranton Sewer Authority on a community based social marketing plan to reduce stormwater events in the Lackawanna River watershed in Scranton City and Dunmore Borough through the installation of green infrastructure. Grant funded by the National Fish and Wildlife Foundation. Coordination with University of Maryland on project financing. Provided project education and outreach at a wide variety of locations.
 - Conducted public meetings and focus groups on a wide variety of topics.
 - Assisted with the preparation of the Lehigh County Solid Waste plan. Wrote and compiled surveys and minutes; assisted with public meetings; compiled and analyzed data on recycling and waste generation, population statistics, demographics and other data.
 - Completed work on a five county solid waste plan in Lycoming, Columbia, Montour, Snyder and Union Counties. Coordinated Recycling and Citizens stakeholder groups; wrote recycling portion of plan.
 - Completed work on the Monroe County (PA) Solid Waste Plan. Conduct public meetings with Solid waste Advisory Committee and wrote recycling/composting sections of plan.
- **Environmental Institute Director, Lackawanna College (2004-2008).** Responsible for the development of the Lackawanna College Environmental Institute at the Moffat Estate in Covington Township and at the College's 211 acre research site. Job duties include grant writing, program administration, lecturer on environmental topics, and meetings with municipal officials and community groups about environmental programs which the College offers. Oversee development of the Institute and staff. Some job highlights include:
 - Conduct extensive research, wrote grant for wind turbine awarded by PA Energy Harvest program to provide power to the Environmental Education Center for Lackawanna College. Wind turbine is now in operation.
 - Assist with feasibility studies / master site plans for Moffat Estate and Lacawac Sanctuary

- Environmental consulting on topics such as energy conservation, recycling, solid waste management, storm water management, sewer and water line installation, restoration of historic buildings, urban forestry, parks and recreation
- Grant writing for Lackawanna College Environmental institute and for municipalities throughout NE PA, including grants for DEP Energy Harvest, Growing Greener, DEP Act 101 recycling, DCNR Community Conservation Partnership Program, Penn DOT Transportation Enhancements, Growing Greener, US EPA Brownfields, Chesapeake Bay Foundation, Urban and Community Forestry, as well as grants to various foundations such as Scranton Area Foundation, Moffat Trust, Lackawanna Heritage Valley Authority, along with various private donors and corporations.
- **Recycling / Solid Waste Coordinator, Lackawanna County (1989-2004).** Coordinated all programs for the Lackawanna County Recycling Center. Established recycling programs throughout the county's forty municipalities. Wrote recycling grants with awards in excess of \$15 million for Lackawanna County as well as numerous municipal grants. Educated residents, businesses, institutions about recycling, waste reduction, solid waste and composting. Served as representative of Lackawanna County on all solid waste / recycling / composting issues.
- **Coordinator, Lackawanna River Corridor Association.** Coordinated grants, research projects, surveys, fundraising projects.

Professional Affiliations

Commonwealth of Pennsylvania Citizens Advisory Council (CAC), former Committee Chair, former member.
 Commonwealth of Pennsylvania Solid Waste Advisory Committee (SWAC), current member
 Recycling Fund Advisory Committee (RFAC), current member
 Professional Recyclers of Pennsylvania (PROP) Former President

Community Service / Awards, Current and Past Affiliations

Current member, Abington Council of Governments, Benton Township Representative
 Lackawanna River Corridor Association Former Board Member, Vice-President
 Vice President Baylor's Lake Association, Fleetville
 Current Committee member – Abington Council of Governments (COG), Benton Township Rep.
 University of Notre Dame Alumni Association, former President of Scranton Club. Current Community Service Director and Board member
 Scranton Preparatory School Trustee (former trustee)
 Scranton Preparatory School Alumni Board of Governors (past board member)
 Current member, Gravity Slope Colliery Advisory Committee, Archbald, PA
 T. Donald Rinfret Outstanding Alumni Award, Scranton Preparatory School
 Northeast Woman, "Scranton Times"
 Outstanding Woman Leader of Northeastern PA
 Finalist, JC Penny Golden Rule Award
 Certificate of Recognition, Roseann Smith Alperin Award
 Woman of Distinction Award – Scranton / Pocono Girl Scout Council

Certification

Currently seeking WBE/DBE recertification for a woman - owned business under the Commonwealth's Unified Certification Program

Certified Recycling Professional, Pennsylvania State University
 Senior Certified Recycling Professional, Pennsylvania State University

Education

M.A. – University of Minnesota, Minneapolis, Minnesota - Anthropology, Ecology

B.A. – University of Notre Dame, South Bend, Indiana - Anthropology, History

High School – Scranton Preparatory School



DEPARTMENT OF LAW

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

March 1, 2017

RECEIVED

MAR - 2 2017

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

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A RENEWAL OF THE CONTRACT WITH JOYCE HATALA ASSOCIATES TO ASSIST THE CITY OF SCRANTON WITH ITS RECYCLING PROGRAM FOR AN ADDITIONAL EIGHTEEN (18) MONTH PERIOD WITH THE OPTION OF AN EIGHTEEN (18) MONTH EXTENSION.

Respectfully,

Jessie L. Boyles, Esquire
City Solicitor

JLB/sl