

AGENDA
REGULAR MEETING OF COUNCIL
April 20, 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 BREAKDOWN OF ELIGIBLE SALARIES FOR THE LIQUID FUELS ACCOUNT FOR THE MONTHS OF JANUARY, FEBRUARY, AND MARCH 2017.

[Liquid Fuels Acct for January February March 2017.pdf](#)
 - 3.B TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD MAY 3, 2017.

[Tax Assessor's Report for 5-3-17.pdf](#)
 - 3.C MINUTES OF THE REGULAR MEETING OF THE LACKAWANNA COUNTY LAND BANK HELD MARCH 10, 2017.

[Lacka County Land Bank Meeting 3-10-17.pdf](#)
 - 3.D MINUTES OF THE SCRANTON FIREFIGHTERS PENSION COMMISSION MEETING HELD FEBRUARY 15, 2017.

[Scranton Firefighters Pension Commission 2-15-17.pdf](#)
 - 3.E MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD FEBRUARY 15, 2017.

[Non-Uniform Municipal Pension Board 2-15-17.pdf](#)
 - 3.F MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD FEBRUARY 15, 2017.

[Scranton Police Pension Commission Meeting 2-15-17.pdf](#)

- 3.G MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD FEBRUARY 15, 2017.

[Composite Pension Board Minutes 2-15-17.pdf](#)

- 3.H AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD APRIL 19, 2017.

[Non-Uniform Municipal Pension Agenda 4-19-17.pdf](#)

- 3.I CONTROLLER'S REPORT FOR MONTH ENDING MARCH 31, 2017.

[Controller's Report 3-31-17.pdf](#)

4. CITIZENS PARTICIPATION

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

- 5.A A.
MOTIONS

- 5.B FOR INTRODUCTION - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 65, 2016, AN ORDINANCE ENTITLED "GENERAL CITY OPERATING BUDGET 2017" BY TRANSFERRING \$296,895.00 FROM ACCOUNT NO. 01.401.13090.4299 (NON DEPARTMENTAL EXPENDITURES - CONTINGENCY) TO ACCOUNT NO. 01.080.00083.4260 (DEPARTMENT OF PUBLIC WORKS BUREAU OF HIGHWAYS - RENTAL VEHICLES & EQUIPMENT) TO PROVIDE SUFFICIENT FUNDING FOR THE RENTAL VEHICLES AND EQUIPMENT ACCOUNT THROUGH THE 2017 BUDGET PERIOD.

[Ordinance-2017 Transfer \\$296,895 to DPW Rental Vehicles & Equip.pdf](#)

- 5.C FOR INTRODUCTION – AN ORDINANCE – CLOSING AND VACATING A PORTION OF AN UNNAMED ALLEYWAY BETWEEN SOUTH MAIN AVENUE AND HALSEY COURT IN THE 1200 BLOCK OF SOUTH MAIN AVENUE.

[Ordinance-2017 Closing unnamed alleyway S Main Ave & Halsey.pdf](#)

- 5.D FOR INTRODUCTION – AN ORDINANCE – AMENDING FILE OF THE COUNCIL NO. 63, 2016, AN ORDINANCE, AS AMENDED, ENTITLED “AMENDING FILE OF THE COUNCIL NO. 155, 1999, AN ORDINANCE ENTITLED “PROVIDING FOR THE LICENSING AND REGULATING OF CONTRACTORS DOING BUSINESS IN THE CITY OF SCRANTON INCLUDING REQUIREMENTS FOR THE GRANTING OF PERMITS AND FEES FOR SAME; PROVIDING PENALTIES AND RIGHTS OF APPEAL” BY ADDING AND DELETING DEFINITIONS, UPDATING THE DEPARTMENT NAME AND DIRECTOR’S TITLE, UPDATING APPLICATION FORMS, THE REQUIREMENTS FOR CONTRACTORS LICENSE, LICENSE FEES, ISSUANCE OF PERMITS, CONFORMANCE TO CODE, REVOCATION, SUSPENSION, DENIAL, PROHIBITED ACTS, STOP WORK, CERTIFICATE OF OCCUPANCY AND TEMPORARY CERTIFICATE OF OCCUPANCY, PERMIT FEES, INSPECTIONS, FINES FOR VIOLATIONS AND APPEALS PROCEDURE AND DELETION OF SECTIONS 17 AND 22 IN THEIR ENTIRETY”, BY ADDING UNDER SECTION 1, DEFINITIONS AND INTERPRETATIONS, THE DEFINITION FOR SPECIALTY CONTRACTOR’S LICENSE; ADDING THE LETTER L, UNDER NUMBER 3 IN SECTION 2, CONTRACTORS LICENSE, ADDING SPECIALTY CONTRACTOR; UNDER SECTION 3, APPLICATION FOR LICENSE, ADDING M. REQUIREMENTS FOR A SPECIALTY CONTRACTOR; AND UNDER SECTION 6, LICENSE FEES, ADDING THE FEES FOR MASONRY CONTRACTOR LICENSE, RESIDENTIAL CONTRACTOR LICENSE, AND SPECIALTY CONTRACTOR LICENSE.

[Ordinance-2017 Amending Contractor's License.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – NAMING THE RECENTLY INSTALLED ROCKWELL AVENUE BRIDGE IN THE NORTH SCRANTON SECTION OF THE CITY IN HONOR OF GENERAL THEODORE J. WINT.

[Resolution-2017 Rockwell Ave Bridge renamed Gen. Theodore Wint.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MAIN POOL AND CHEMICAL COMPANY, INC. FOR SEASONAL CHEMICALS FOR SWIMMING POOLS EXCLUDING NAY AUG POOL FOR THE CALENDAR YEAR 2017.

[Resolution-2017 Contract with Main Pool and Chemical.pdf](#)

- 5.G FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION (“DEP”) FLOOD PROTECTION GRANT PROGRAM TO ACCEPT GRANT FUNDS IN THE AMOUNT OF UP TO \$30,600.00 FOR REHABILITATION ASSISTANCE FOR DAMAGE FROM RAIN FALL TO LINDY CREEK IN 2016.

[Resolution-2017 Grant Agreement with DEP for rehab of Lindy Creek.pdf](#)

- 5.H FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF SCRANTON FOR REHABILITATION OF NON-FEDERAL FLOOD CONTROL WORK IN SCRANTON, PENNSYLVANIA ON LINDY CREEK.

[Resolution-2017 Cooperation Agreement for Rehab Work on Lindy Creek.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE FILE OF THE COUNCIL NO. 95, 2017 – AN ORDINANCE – AMENDING FILE OF THE COUNCIL NO. 81, 2017, AN ORDINANCE ENTITLED “APPROVING THE TRANSFER OF A RESTAURANT LIQUOR LICENSE CURRENTLY OWNED BY ANOTHER TIME RESTAURANT, LLC T/A AV RESTAURANT, MOOSIC BOROUGH, LICENSE NO. R-10827 TO ANOTHER TIME RESTAURANT, LLC T/A AV RESTAURANT FOR USE AT 320 PENN AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA AS REQUIRED BY THE PENNSYLVANIA LIQUOR CONTROL BOARD” BY CORRECTING THE ADDRESS 320 PENN AVENUE TO READ 320-322 PENN AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA.

[Ordinance-2017 Correct Address for AV Restaurant.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT – FOR ADOPTION – RESOLUTION NO. 141, 2017 – A RESOLUTION – ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE

REVIEW BOARD (“HARB”) AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR A+ SIGNS, 112 HARPER STREET, DUNMORE, PA, FOR INSTALLATION OF A RADIUS MARQUEE STYLE AWNING MEASURING 48” HIGH BY 36” PROJECTION AND 212” WIDE, PURPLE IN COLOR WITH GOLD LETTERING, READING “OPULENCE, GIVING MODERN LIFE TO CLASSIC STYLE”, AT 320 SPRUCE STREET, SCRANTON, PA.

[Resolution-2017 HARB Sign at 320 Spruce Street.pdf](#)

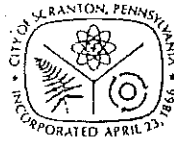
- 7.B FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT- FOR ADOPTION - RESOLUTION NO. 141, 2017 - ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD (“HARB”) AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR POCONO SIGN COMPANY, 1979 SCRANTON CARBONDALE HIGHWAY, BLAKELY, PA, FOR INSTALLATION OF AN AWNING PANEL MEASURING 10” HIGH BY 84” WIDE AND A BOARD SIGN MEASURING 36” HIGH BY 120” WIDE, WHITE IN COLOR WITH AN ORANGE BORDER AND ORANGE AND BLACK LETTERING, READING “TEQUILA MODERN MEXICAN CUISINE” ON BOTH AWNING PANEL AND SIGN BOARD WITH THE ADDITION OF “414 SPRUCE STREET, SCRANTON, PA, 18503, 570-341-0205, TEQUILAGRILLPA.COM” ON THE BOARD SIGN.

[Resolution-2017 HARB sign at 414 Spruce Street.pdf](#)

8. ADJOURNMENT

City of Scranton
Pennsylvania

Roseann Novembrino
City Controller
Municipal Building
Scranton, Pennsylvania 18503
(570) 348-4125



Office of the City Controller
and Bureau of Investigations

MEMORANDUM

TO: David Bulzoni
Business Administrator

FROM: Roseann Novembrino
City Controller

RE: Liquid Fuels

DATE: April 10, 2017

RM

RECEIVED

APR 10 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

The following is a breakdown of the eligible salaries for the Liquid Fuels Account for the months of January, February, and March, 2017. Also included are salary details for the same period in the previous year.

	2017	2016
January	24,926.56	33,563.02
February	36,982.64	36,975.93
March	48,009.73	37,066.00
TOTAL	109,918.93	107,604.95
Prior Months		
TOTAL YEAR TO DATE	109,918.93	107,604.95

cc: Mayor William L. Courtright
Dennis Gallagher
Liz Callela
Ron Heusner
City Council

LIQUID FUELS FOR THE YEAR 2017

ELIGIBLE SALARIES FOR JANUARY 2017

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
01-03-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
01-04-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
01-05-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
01-06-17	MAY	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	SNOW / ICE	WEST SCRANTON	8		21.7589	32.6384	174.07
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	SNOW / ICE		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	SNOW / ICE		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	SNOW / ICE		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	SNOW / ICE		8		21.2950	31.9425	170.36
	EIDEN	CHAUFFEUR	SNOW / ICE		8		21.7589	32.6384	174.07
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LOSCOMBE	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
01-10-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
01-11-17	MAY	OPERATOR	SNOW / ICE	NORTH SCRANTON	8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	SNOW / ICE	SOUTH SCRANTON	8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.66
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE	NORTH SCRANTON	8		21.2950	31.9425	170.36
	POPE	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.2950	31.9425	170.36
01-12-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
01-13-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
01-17-17	MAY	OPERATOR	SNOW / ICE	NORTH SCRANTON	8		21.7589	32.6384	174.07
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.66
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE	NORTH SCRANTON	8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.2950	31.9425	170.36

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	THOMAS, B.	CHAUFFEUR	SNOW / ICE	WEST MOUNTAIN	8		21.2950	31.9425	170.36
	EIDEN	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.7589	32.6384	174.07
01-18-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	GIANNONE	CHAUFFEUR	SNOW / ICE		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	SNOW / ICE		8		21.4574	32.1861	171.66
	FORGIONE	CHAUFFEUR	SNOW / ICE		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE		8		21.2950	31.9425	170.36
01-19-17	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
01-20-17	GIANNONE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
01-23-17	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
01-24-17	MAY	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	JAKES	CHAUFFEUR	SNOW / ICE		8		21.4574	32.1861	171.66
	FORGIONE	CHAUFFEUR	SNOW / ICE		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE		8		21.2950	31.9425	170.36
	POPE	CHAUFFEUR	SNOW / ICE		8		21.2950	31.9425	170.36
01-25-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
01-26-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	KEARNEY	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
01-27-17	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	SNOW / ICE		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	SNOW / ICE		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	SNOW / ICE		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LOSCOMBE	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	POVEROMO	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
01-30-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
01-31-17	MAY	OPERATOR	SNOW / ICE	NORTH SCRANTON	8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	SNOW / ICE	WEST SCRANTON	8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	OPERATOR	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE	NORTH SCRANTON	8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.2950	31.9425	170.36
	EIDEN	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.7589	32.6384	174.07
JANUARY 2017 TOTALS					HOURS		<u>1,176</u>	WAGES	<u>24,926.56</u>

NOTICE: EMPLOYEES REFLECTING NO "STANDARD TIME" HOURS WORKED, BUT HAVE HOURS PAID AS OVERTIME, IS CAUSED BY THOSE EMPLOYEES COMPLETING NON-ROAD WORK RELATED DUTIES DURING NORMAL HOURS, BUT WERE PLACED ON ROAD-WORK ON THE SAME DAY REQUIRING OVERTIME PAY.

LIQUID FUELS FOR THE YEAR 2017

ELIGIBLE SALARIES FOR FEBRUARY 2017

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL	
					STD.	O. T.	SALARY	O. T.		
02-01-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66	
	JAKES	CHAUFFEUR	ROAD SALTING		8		21.4574	32.1861	171.66	
	WALSH, D.	CHAUFFEUR	ROAD SALTING		8		21.2950	31.9425	170.36	
	GENTILE	CHAUFFEUR	ROAD SALTING		8		21.4574	32.1861	171.66	
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	POVEROMO	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67	
02-02-17	MAY	OPERATOR	SNOW / ICE	NORTH SCRANTON	8		21.7589	32.6384	174.07	
	SPARROW	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07	
	DESTEFANO	OPERATOR	SNOW / ICE	WEST SCRANTON	8		21.5734	32.3601	172.59	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82	
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.2950	31.9425	170.36	
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.66	
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.66	
	GENTILE	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.4574	32.1861	171.66	
	POPE	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.2950	31.9425	170.36	
	THOMAS, B.	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.2950	31.9425	170.36	
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	02-03-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
		DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
		RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
ROSS		MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82	
GIANNONE		CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
FORGIONE		CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66	
JAKES		CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
WALSH, D.		CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
GENTILE		CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
POPE		CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
THOMAS, B.		CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
TROIANIELLO		REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
LIPTAI		REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
EVANS		REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51		
BERBERICH	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67		
02-06-17	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
02-07-17	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
02-08-17	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
02-08-17	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66	
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
02-09-17	SENSI	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	MAY	OPERATOR	SNOW / ICE	NORTH SCRANTON	8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	SNOW / ICE	SOUTH SCRANTON	8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	SNOW / ICE	SOUTH SCRANTON	8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE	NORTH SCRANTON	8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.4574	32.1861	171.66
	THOMAS, B.	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.2950	31.9425	170.36
	EIDEN	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.7589	32.6384	174.07
02-10-17	MAY	OPERATOR	SNOW / ICE	NORTH SCRANTON	8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	SNOW / ICE	SOUTH SCRANTON	8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.2950	31.9425	170.36
02-13-17	MAY	OPERATOR	SNOW / ICE	NORTH SCRANTON	8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	SNOW / ICE	WEST SCRANTON	8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	SNOW / ICE	SOUTH SCRANTON	8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE	NORTH SCRANTON	8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.2950	31.9425	170.36
	EIDEN	CHAUFFEUR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
02-14-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	FORGIONE	CHAUFFEUR	ROAD SALTING		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	ROAD SALTING		8		21.2950	31.9425	170.36
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
02-15-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	ROAD SALTING		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	ROAD SALTING		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
02-16-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	ROAD SALTING		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	ROAD SALTING		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.0633	31.5950	168.51
02-17-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	POVEROMO	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
02-20-17	KEARNEY	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
02-21-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
02-22-17	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
02-23-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
02-24-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
02-27-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
02-28-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	PAVING CREW	EYNON ST.	8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	PAVING CREW	EYNON ST.	8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	PAVING CREW	EYNON ST.	8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	PAVING CREW	EYNON ST.	8		21.2950	31.9425	170.36
FEBRUARY 2017 TOTALS					HOURS		<u>1,744</u>	WAGES	<u>36,982.64</u>

NOTE: EMPLOYEES REFLECTING NO "STANDARD TIME" HOURS WORKED, BUT HAVE HOURS PAID AS OVERTIME, IS CAUSED BY THOSE EMPLOYEES COMPLETING NON-ROAD WORK RELATED DUTIES DURING NORMAL HOURS, BUT WERE PLACED ON ROAD-WORK ON THE SAME DAY REQUIRING OVERTIME PAY.

LIQUID FUELS FOR THE YEAR 2017

ELIGIBLE SALARIES FOR MARCH 2017

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
03-01-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	CHOMKO	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.0633	31.5950	168.51
03-02-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
POVEROMO	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67	
03-03-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	BROOM		8		21.7589	32.6384	174.07
	CHOMKO	OPERATOR	BROOM		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
03-06-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
03-07-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
03-08-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
03-09-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	BERBERICH	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
03-10-17	SENSI	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	MAY	OPERATOR	SNOW / ICE	NORTH SCRANTON	8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	SNOW / ICE	SOUTH SCRANTON	8		21.7589	32.6384	174.07
	CHOMKO	OPERATOR	SNOW / ICE	SOUTH SCRANTON	8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	SNOW / ICE	WEST SCRANTON	8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	SNOW / ICE		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE	NORTH SCRANTON	8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.4574	32.1861	171.66
	THOMAS, B.	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.2950	31.9425	170.36
	EIDEN	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.7589	32.6384	174.07
	CARAMANNO	REPAIRMAN	SNOW / ICE		8		21.3763	32.0645	171.01
03-13-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
03-17-17	MAY	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	CHOMKO	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	SNOW / ICE		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	SNOW / ICE		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.66

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE	NORTH SCRANTON	8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.4574	32.1861	171.66
	EIDEN	CHAUFFEUR	SNOW / ICE	CENTRAL CITY	8		21.7589	32.6384	174.07
03-15-17	MAY	OPERATOR	SNOW / ICE	NORTH SCRANTON	8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	SNOW / ICE	SOUTH SCRANTON	8		21.7589	32.6384	174.07
	CHOMKO	OPERATOR	SNOW / ICE	CENTRAL CITY	8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	SNOW / ICE	WEST SCRANTON	8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	SNOW / ICE	SOUTH SCRANTON	8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE	NORTH SCRANTON	8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	SNOW / ICE	CENTRAL CITY	8		21.2950	31.9425	170.36
	EIDEN	CHAUFFEUR	SNOW / ICE	CENTRAL CITY	8		21.7589	32.6384	174.07
	LEVANDOSKI, K.	REPAIRMAN	SNOW / ICE		8		21.1160	31.6740	168.93
03-16-17	MAY	OPERATOR	SNOW / ICE	NORTH SCRANTON	8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	SNOW / ICE	SOUTH SCRANTON	8		21.7589	32.6384	174.07
	CHOMKO	OPERATOR	SNOW / ICE	CENTRAL CITY	8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	SNOW / ICE	SOUTH SCRANTON	8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE	NORTH SCRANTON	8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	SNOW / ICE	CENTRAL CITY	8		21.2950	31.9425	170.36
	EIDEN	CHAUFFEUR	SNOW / ICE	CENTRAL CITY	8		21.7589	32.6384	174.07
	LEVANDOSKI, K.	REPAIRMAN	SNOW / ICE		8		21.1160	31.6740	168.93
	BOYTON	OPERATOR	SNOW / ICE	WEST SCRANTON	8		21.7589	32.6384	174.07
	MESSENGER, M.	OPERATOR	SNOW / ICE	CENTRAL CITY	8		21.7589	32.6384	174.07
	BURGETTE	OPERATOR	SNOW / ICE	HILL SECTION	8		21.7589	32.6384	174.07
	LUCCHI	OPERATOR	SNOW / ICE	WEST SCRANTON	8		21.7589	32.6384	174.07
03-17-17	LEONARD	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	SNOW / ICE	SOUTH SCRANTON	8		21.7589	32.6384	174.07
	CHOMKO	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	SNOW / ICE	SOUTH SCRANTON	8		21.4774	32.2161	171.82
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.66
	LEVANDOSKI, K.	REPAIRMAN	SNOW / ICE		8		21.1160	31.6740	168.93
	BOYTON	OPERATOR	SNOW / ICE	WEST SCRANTON	8		21.7589	32.6384	174.07
	MESSENGER, M.	OPERATOR	SNOW / ICE	CENTRAL CITY	8		21.7589	32.6384	174.07
	BURGETTE	OPERATOR	SNOW / ICE	HILL SECTION	8		21.7589	32.6384	174.07
	LUCCHI	OPERATOR	SNOW / ICE	WEST SCRANTON	8		21.7589	32.6384	174.07
03-20-17	MAY	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	CHOMKO	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	SNOW / ICE		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.4574	32.1861	171.6
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.4574	32.1861	171.6

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
03-21-17	WALSH, D.	CHAUFFEUR	SNOW / ICE	NORTH SCRANTON	8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	SNOW / ICE		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	SNOW / ICE		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	SNOW / ICE		8		21.2950	31.9425	170.36
	EIDEN	CHAUFFEUR	SNOW / ICE		8		21.7589	32.6384	174.07
	MAY	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	SNOW / ICE		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	SNOW / ICE		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	SNOW / ICE		8		21.2950	31.9425	170.36
03-22-17	GENTILE	CHAUFFEUR	SNOW / ICE	8		21.4574	32.1861	171.66	
	POPE	CHAUFFEUR	SNOW / ICE	8		21.2950	31.9425	170.36	
	MAY	OPERATOR	SNOW / ICE	8		21.7589	32.6384	174.07	
	LEONARD	OPERATOR	SNOW / ICE	8		21.7589	32.6384	174.07	
	SPARROW	OPERATOR	SNOW / ICE	8		21.7589	32.6384	174.07	
	PUGLIESE	OPERATOR	SNOW / ICE	8		21.7589	32.6384	174.07	
	CHOMKO	OPERATOR	SNOW / ICE	8		21.7589	32.6384	174.07	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN	8		21.9591	32.9387	175.67	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN	8		21.4774	32.2161	171.82	
	GIANNONE	CHAUFFEUR	SNOW / ICE	8		21.2950	31.9425	170.36	
	FORGIONE	CHAUFFEUR	SNOW / ICE	8		21.4574	32.1861	171.66	
	JAKES	CHAUFFEUR	SNOW / ICE	8		21.4574	32.1861	171.66	
	POPE	CHAUFFEUR	SNOW / ICE	8		21.2950	31.9425	170.36	
	THOMAS, B.	CHAUFFEUR	SNOW / ICE	8		21.2950	31.9425	170.36	
03-23-17	MAY	OPERATOR	BASIN REPAIR/CLEAN	8		21.7589	32.6384	174.07	
	LEONARD	OPERATOR	SNOW / ICE	8		21.7589	32.6384	174.07	
	SPARROW	OPERATOR	SNOW / ICE	8		21.7589	32.6384	174.07	
	CHOMKO	OPERATOR	SNOW / ICE	8		21.7589	32.6384	174.07	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN	8		21.9591	32.9387	175.67	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN	8		21.4774	32.2161	171.82	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN	8		21.2950	31.9425	170.36	
	FORGIONE	CHAUFFEUR	SNOW / ICE	8		21.4574	32.1861	171.66	
	GENTILE	CHAUFFEUR	SNOW / ICE	8		21.4574	32.1861	171.66	
	POPE	CHAUFFEUR	POTHOLE REPAIR	8		21.2950	31.9425	170.36	
	THOMAS, B.	CHAUFFEUR	SNOW / ICE	8		21.2950	31.9425	170.36	
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR	8		21.0633	31.5950	168.51	
	LYNADY	REPAIRMAN	POTHOLE REPAIR	8		21.0633	31.5950	168.51	
	03-24-17	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN	8		21.9591	32.9387	175.67
GIANNONE		CHAUFFEUR	SNOW / ICE	8		21.2950	31.9425	170.36	
FORGIONE		CHAUFFEUR	SNOW / ICE	8		21.4574	32.1861	171.66	
JAKES		CHAUFFEUR	SNOW / ICE	8		21.4574	32.1861	171.66	
GENTILE		CHAUFFEUR	POTHOLE REPAIR	8		21.4574	32.1861	171.66	
POPE		CHAUFFEUR	POTHOLE REPAIR	8		21.2950	31.9425	170.36	
TROIANIELLO		REPAIRMAN	POTHOLE REPAIR	8		21.0633	31.5950	168.51	
LIPTAI		REPAIRMAN	POTHOLE REPAIR	8		21.0633	31.5950	168.51	
WALSH, J.		REPAIRMAN	POTHOLE REPAIR	8		21.0633	31.5950	168.51	
LYNADY		REPAIRMAN	POTHOLE REPAIR	8		21.0633	31.5950	168.51	
03-27-17		RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN	8		21.9591	32.9387	175.67
		ROSS	MASTERCFT	BASIN REPAIR/CLEAN	8		21.4774	32.2161	171.82
		GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN	8		21.2950	31.9425	170.36
		JAKES	CHAUFFEUR	POTHOLE REPAIR	8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR	8		21.2950	31.9425	170.36	
03-28-17	GENTILE	CHAUFFEUR	POTHOLE REPAIR	8		21.4574	32.1861	171.66	
	MAY	OPERATOR	BASIN REPAIR/CLEAN	8		21.7589	32.6384	174.07	
	SPARROW	OPERATOR	POTHOLE REPAIR	8		21.7589	32.6384	174.07	
	PUGLIESE	OPERATOR	POTHOLE REPAIR	8		21.7589	32.6384	174.07	

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	CHOMKO	OPERATOR	POTHOLE REPAIR		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
03-29-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	CHOMKO	OPERATOR	POTHOLE REPAIR		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	MARONI	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
03-30-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	CHOMKO	OPERATOR	POTHOLE REPAIR		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LYNADY	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
03-31-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
MARCH 2017 TOTALS					HOURS		WAGES		TOTAL
					<u>2,248</u>		<u>48,009.73</u>		<u>48,009.73</u>

NOTE: EMPLOYEES REFLECTING NO "STANDARD TIME" HOURS WORKED, BUT HAVE HOURS PAID AS OVERTIME, IS CAUSED BY THOSE EMPLOYEES COMPLETING NON-ROAD WORK RELATED DUTIES DURING NORMAL HOURS, BUT WERE PLACED ON ROAD-WORK ON THE SAME DAY REQUIRING OVERTIME PAY.

TAX ASSESSOR'S REPORT

Hearing Date: 05/03/17



Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Curren t Assesed Value	After Appeal Value
12:15 PM	ARCHER FRANCIS T & AUDREY A	BLAKELY	1031504002102		54500	
12:20 PM	SURACE FRANK & MARY LYNN	FELL TWP	03515010008		4200	
12:30 PM	GRUNDT KENNETH A & AMY A	ARCHBALD	0940201000115		42500	
12:35 PM	SOBUTA CHESTER A & KAREN A	MOOSIC	19302010100		15000	
12:45 PM	JANISZEWSKI DONNA	MADISON TWP	1920101001103		21100	
12:50 PM	GAUGHAN JAMES J & MICHAEL J	TAYLOR	16615040029	GREGORY PASCALE	307500	
1:00 PM	ROMEO ANTHONY C III & SANDRA M	DICKSON CITY	11405070030		16000	
1:05 PM	SUPPLE BRIAN J & MARCY	DICKSON CITY	11409030017		18000	
1:15 PM	CHISDOCK JOHN & MARY	MOOSIC	18420010017		16000	
1:20 PM	BECK RANDY & CONCETTA	NEWTON TWP	12102020010		22000	
1:25 PM	PORTER TIM	CLIFTON	2420401000201		10000	
1:25 PM	PORTER TIM	CLIFTON TWP	2420401000206		13500	
1:35 PM	MICHAELS JAMES G	SOUTH ABINGTON TWP	0810306000138		40500	
1:40 PM	RUDZINSKI ROBERT	SOUTH ABINGTON TWP	0910101000708		28000	
1:50 PM	SMITH JEROME M & MARIBETH A	ROARING BROOK TWP	1700101000131		8450	
1:55 PM	WEHRKAMP WILLIAM E & ALLISON L	ROARING BROOK TWP	1700101001128		52000	
2:05 PM	ORLOWSKY JOHN	COVINGTON TWP	2050303000102		17500	
2:10 PM	BROSTOSKI THOMAS & TINA	COVINGTON	20502020017		15500	
2:20 PM	DRINKARD ASHA	JERMYN	0732004000700	JAMES TRESSLER	30200	
2:25 PM	PATEL NISHIL	SCRANTON	15721020013	JAMES TRESSLER	15000	
2:35 PM	COLLINS RUSSELL E III & KAREN	SCRANTON	15705040012	MICHAEL BAILEY	12000	
2:40 PM	MINEO CA & TJ & GENTILEZZA	SCRANTON	16807010013	SEAN GALLAGHER	24000	
2:50 PM	CORDARO RONALD & SUSAN	SCRANTON	1240301003602		18000	
2:55 PM	FRATELLI'S PIZZA & PASTA HOUSE	SCRANTON	13420010005		40000	
3:05 PM	CORAZZI PETER	SCRANTON	13510050046		22000	
3:15 PM	FAJNOROVA DOMINIKA	SCRANTON	1670700002907		17000	
3:20 PM	NICHOLAS LUCILLE	SCRANTON	16710020064		16000	
3:25 PM	EMERSON BEACH LAND HOLDINGS	SCRANTON	15754020043		25000	
3:25 PM	EMERSON BEACH LAND HOLDING L	MOOSIC	1860100001181		29500	

TOTAL RECORDS 29

RECEIVED

APR 10 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Monday, April 10, 2017

Apr. 10. 2017 3:55PM

No. 1702 P. 19

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APR 12 2017

30

OFFICE OF CITY
COUNCIL/CITY CLERK

**LACKAWANNA COUNTY LAND BANK
REGULAR MEETING MINUTES
March 10, 2017**

The regular meeting of the Lackawanna County Land Bank was held on March 10, 2017 in the Commissioners' Conference Room, 200 Adams Avenue. Sixth Floor, Scranton, Pennsylvania.

At 9:30 am Chairman O'Malley called the meeting to order and all joined in the Pledge of Allegiance.

ROLL CALL

Roll Call was taken by George Kelly (member)
Commissioner O'Malley (Chairman) - Present
Henry Deecke – Present
Linda Aebli – Present
Marion Gatto – Present
Terrence McDonnell – Present
Steve Pitoniak – Present

Also present were Atty. Joseph Colbassani, Land Bank Legal Counsel, Ron Koldjeski, Tax Claim Bureau Director, Ralph Pappas, Business Relations Manager, Department of Economic Development and Margaret Piccotti, Assistant to George Kelly.

PUBLIC COMMENT ON AGENDA ITEMS ONLY

There were no public comments on the agenda.

MINUTES

A motion was made by Mr. Deecke and seconded by Mr. Pitoniak to approve the minutes of the February 10, 2017 regular meeting as prepared and presented.

All in Favor

PRESENTATION of VOUCHERS for EXAMINATION and APPROVAL

A motion was made by Ms. Gatto and seconded by Ms. Aebli to approve the voucher expenditures of February 11, 2017 through March 10, 2017, as presented.

All in Favor

DISCUSSION ITEMS

a) First Round of Property Acquisition Update

Recording of the Deeds - Ralph Pappas mentioned 80 deeds are recorded at the present time, with 17 more being recorded today. With the exception on the \$36 state fee, all other fees were waived by the Recorder of Deeds office. Evie McNulty's help was outstanding and Ron Koldjeski's staff did an exceptional job and both are to be commended, in addition to Joe Joyce, Solicitor.

George Kelly discussed the acquisition of 97 properties of the 100 properties on the list, a few with issues, and two were sold. Ron Koldjeski discussed in detail the two properties sold. Commissioner O'Malley mentioned having another meeting so that the communities be informed about the Land Bank.

b) Next Round of Property Acquisitions

A discussion took place regarding a list for the next round of acquisition. There was a recommendation for outreach to adjoining property owners. There were six demolition liens against 26 properties that are on the repository list to be acquired. Liens on the properties create more blight and Linda Aebli mentioned the possibility of having an answer from HUD at the end of the week.

c) Scranton Advisory Committee Update

Linda Aebli: One committee member attended the Advisory Committee meeting because of the snow. 26 properties were introduced to the Committee with six properties demolished by the City of Scranton. She reiterated she would update the disposition of liens after a conversation with HUD.

Other Business:

George Kelly mentioned the donation of any property or properties with back taxes being owed and other issues or liens and a discussion ensued and it was agreed that the Land Bank should not be used as a vehicle to extinguish private party back taxes.

Ron Koldjeski briefly discussed problem situations he has run across in the past and a general discussion took place about Pittston's Land Bank and the possibility of presenting Lackawanna County's Land Bank to the Association of Boroughs, Townships, etc. and to inform the school districts.

Liability Insurance for Land Bank Properties

The liability insurance is in place and was added by the County to their general liability policy as an additional insured.

d) Land Bank Website

George Kelly mentioned the expectation of a mock-up of the website in two weeks, as per the intern and as a follow up to a discussion of the website several meetings ago. The two domains owned and reserved are Land Bank LC and LC Land Bank.

ACTION ITEMS

Motion by Linda Aebli

Seconded by Terrence McDonnell

Resolution No. 17-003, Amendment No. 1 of the Legal Services contact with Atty. Joseph Colbassani

All in favor

Motion by Marion Gatto

Seconded by Linda Aebli

Resolution No. 17-004, Authorizing the Conveyance of Certain Land Bank Owned Property under the Land Bank Side Lot Program.

All in favor

Motion by Terrence McDonnell

Seconded by Linda Aebli

Resolution No. 17-005, Authorizing the Leasing of Certain Land Bank Owned Property to Neighbor Works Northeastern PA

All in favor

Motion by Steve Pitoniak

Seconded by Terrence McDonnell

Resolution No. 17-006, Authorizing the Leasing of Certain Land Bank Owned Property to the Hill Neighborhood Association

All in favor

Motion by Henry Deeke

Seconded by Steve Pitoniak

Resolution No. 17-007, Authorizing the Conveyance of Certain Land Bank Owned Property to Claude Limgoes dba Lace Building Affiliates, LP

All in Favor

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

There were no public comments.

ADJOURNMENT

As all business had been conducted, a motion to adjourn was made by Terrence McDonnell with a second by Linda Aebli. The motion carried and the meeting was adjourned.

Marion Gatto, Secretary

Prepared by Margaret Piccotti

CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION

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APR 19 2017

Minutes

February 15, 2017

OFFICE OF CITY
CLERK TRACY S. B. AK

The Scranton Firefighters Pension Commission was called to order at 08:31 hrs. The following members were in attendance:

Chairman John Judge
Secretary Brian Scott
Active Rep. Gary DeStefano
Retired Rep. Bernard Garvey
Retired Rep. Paul Bernardi
Attorney Larry Durkin
Controller Rosanne Novembrino

Motion to accept January 2017 minutes by Bernardi, second by Novembrino, motion carried.

Correspondence:

George Langan to pension board in reference to his contribution amounts toward pension.

Ron Novak Jr. in regard to retiree backpay.

Anderson to Judge in reference to retiree Sweeney not cashing his last 7 checks.

Bills:

Motion to pay Durkin and MacDonald LCC \$1015.00 by Garvey, second by DeStefano. Motion carried.

Old Business:

Executive session held on opinion from Judge Mazzoni in regard to retiree raises litigation.

Durkin stated transition of custodian duties to PFM has occurred and last payment transfer will take place on the following day.

Durkin gave written opinion to board in regard to military veterans not being able to retire prior to age 55 with buy-back of military time. Source of authority is 2A Code. To change it the law would have to be changed or to get rid of the age requirement. It could be changed with ordinance but board would need an actuarial study to be in accordance with Class 2A Code.

New Business:

Bernardi made a motion that if the police pension board appeals Judge Mazzoni ruling that the fire pension board be attached. Second by Garvey. Motion carried. Garvey asked if Lisa Boyle's employment as a paralegal in Durkin's office is a conflict of interest. Durkin stated no.

Judge asked Durkin if he has heard anything from city on Sewer Authority sale money being placed into pension fund. Durkin stated no.

Application for Membership:

None

Application for Pension:

Motion to grant Joseph McCarthy a length of service pension by Bernardi, second by Garvey. Motion carried.

Audience: Joan H. asked if Durkin can give more information on retiree raises litigation, he stated no he can not. She asked if longevity affects pension, Judge stated it is factored into pension.

Motion to Adjourn:

No motion to Adjourn. Motion to suspend meeting by DeStefano, second by Bernardi. Motion carried. Meeting will be advertised in newspaper in accordance with Sunshine Law.

Continued Meeting on March 1, 2017

The Scranton Firefighters Pension Commission was re-convened from the February 15, 2017 meeting at 0900 hrs. The following members were in attendance:

Chairman John Judge

Secretary Brian Scott

Active Rep. Gary DeStefano

Retired Rep. Bernard Garvey

Retired Rep. Paul Bernardi

Attorney Larry Durkin

Controller Rosanne Novembrino (Mary Lynn Carey by Proxy)

Executive session held with both fire and police pension boards in regard to Judge Mazzoni opinion on retiree raises.

Durkin opinion is that boards should not appeal Judge Mazzoni decision because chances of winning are slim to none and there is no credible argument that pension fund is actuarial sound.

Motion by Scott not to appeal Judge Mazzoni decision in accordance with Attorney Durkin's opinion, second by Judge. Yes votes: Scott, Judge, Carey. No votes: Garvey and Bernardi. Motion carried.

Motion to Adjourn:

Motion to Adjourn by Scott, second by Carey. Motion Carried

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APR 19 2017



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COUNCIL/CITY CLERK

Non-Uniform Municipal Pension Fund
MINUTES

NON-UNIFORM MUNICIPAL PENSION BOARD

February 15, 2017

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, February 15, 2017 at 9:30 a.m. in City Council Chambers.

In attendance were:

John Hazzouri, Vice President

Roseann Novembrino, City Controller

Larry Durkin, Esquire, Attorney for Board

Lori Reed, Proxy for City Council

Danielle Kennedy, Proxy for Mayor (Arrived after roll call was taken)

Absent:

Ernest Reich, President

Vice President Hazzouri asked for a motion to accept the minutes of the January 18, 2017 meeting.

Roseann Novembrino made a motion to accept the minutes from the prior meeting.

Lori Reed seconded the motion.

Vice President Hazzouri: All in favor?

All were in favor.

Vice President Hazzouri: Okay, motion carried.

Vice President Hazzouri: On this month's agenda, number 1 received a request for a pension from Library employee Deborah Lewandoski. Ms. Lewandoski is 63 years of age and has contributed 266 months toward her pension. She will be eligible for a 21-year pension at \$600.00 per month when she retires on March 22, 2017. Do I have a motion to accept?

Roseann Novembrino made a motion to accept the pension request.

Lori Reed seconded the motion.

Vice President Hazzouri: All in favor say aye.

All were in favor.

Vice President Hazzouri: The ayes have it.

Vice President Hazzouri: Number 2, received an invoice from Professional Neurological Associates, Dickson City, PA in the amount of \$2,000.00 which represents the fee for the independent medical evaluation performed on Dawn Lloyd on January 13, 2017 by Dr. Dhaduk. Do I have a motion to accept?

Lori Reed made a motion to pay the invoice.

Roseann Novembrino seconded the motion.

Vice President Hazzouri: All in favor say aye.

All were in favor.

Vice President Hazzouri: The ayes have it.

Vice President Hazzouri: Number 3, received an invoice from Durkin MacDonald, LLC in the amount of \$391.50 which represents services rendered from January 17, 2017 through February 13, 2017. Do I have a motion to accept?

Roseann Novembrino made a motion to pay the invoice.

Lori Reed seconded the motion.

Vice President Hazzouri: All in favor say aye.

All were in favor.

Vice President Hazzouri: The ayes have it.

Vice President Hazzouri: Number 4, a request for a refund of pension contributions was received from former Library employee Amy Vitiello. Mrs. Vitiello was employed by the Library from November 15, 2004 until she resigned on November 30, 2016. Mrs. Vitiello contributed a total of 145 months @ \$22.00 per month and is due a refund of \$3,190.00. Do I have a motion to accept?

Roseann Novembrino made a motion to accept the request for the refund.

Lori Reed seconded the motion.

Vice President Hazzouri: All in favor say aye.

All were in favor.

Vice President Hazzouri: The ayes have it.

Vice President Hazzouri: Number 5, a request for a refund of pension contributions was received from former Library employee Justine Yeager. Ms. Yeager was employed by the Library from September 1, 2014 until she resigned on December 31, 2016. Ms.

Yeager contributed a total of 28 months @ \$22.00 per month and is due a refund of \$616.00. Do I have a motion to accept?

Lori Reed made a motion to accept the request for the refund.

Roseann Novembrino seconded the motion.

Vice President Hazzouri: All in favor say aye.

All were in favor.

Vice President Hazzouri: The ayes have it.

Vice President Hazzouri: Number 6, received check # 543 dated February 4, 2017 in the amount of \$264.00 from Angela Sulla which is her pension contribution for all of 2017. Do I have a motion to accept?

Roseann Novembrino made a motion to accept the pension contribution check.

Lori Reed seconded the motion.

Vice President Hazzouri: All in favor say aye.

All were in favor.

Vice President Hazzouri: The ayes have it.

Vice President Hazzouri: Anything from the Board?

Attorney Durkin: Since the last month, we received a report from Dr. Dhaduk regarding Dawn Lloyd and this is based on the independent medical exam we requested for Dawn Lloyd. While it was dated January 13th I didn't actually see it until yesterday. Whether I got it on the 13th or yesterday, my recommendation to the board is to provide a copy of this to Ms. Lloyd and to notify her that the board is going to

consider her disability request at its March meeting. That would give her the opportunity to be present to present whatever else she wants to in addition to what she has already presented. That's my recommendation. I think you would have to make a motion to that effect.

Roseann Novembrino made a motion for Dawn Lloyd to be notified.

Attorney Durkin: And that will be on the agenda for next month, March.

Lori Reed seconded the motion.

Vice President Hazzouri: All in favor?

All were in favor.

Vice President Hazzouri: The ayes have it.

Attorney Durkin: We have not received an award yet on the double pension hearings. I continue to expect that we will receive it shortly but, as of today's date we don't have it. When we do get it, I will notify you and, I think at last month's meeting, we had discussed the potential that we would have a special meeting on this topic. If we do that, we would advertise it and provide notice to anybody who is affected by it. That's the update on the double pension hearings. That's all that I have.

Vice President Hazzouri: Anyone else have anything from the board? Open up to the floor.

Joe Schimes: Mr. Hazzouri, I am going to presume that you are in charge of the meeting today and I would submit at this time that this meeting is improperly conducted because the board members are not present. You don't have a quorum. I only see you and Mrs. Novembrino.

Vice President Hazzouri: We have four people. Lori is here for Council.

Joe Schimes: It is my position that....

Vice President Hazzouri: This person (Danielle Kennedy) sits here for the Mayor.

Joe Schimes: It's my position that is not correct because the Mayor and the President of City Council don't have the authority to submit proxies. There's only one exclusion as I understand it and that's on the day of election of officers, the Mayor and Council President can excuse themselves. But that's not taking place today, is it? Is there an election taking place today?

Attorney Durkin: No.

Joe Schimes: No. Okay. So the Mayor and the President of City Council are required to be here. So I am submitting that this meeting may, in fact, be moot.

Attorney Durkin: Anything else from the audience?

Vice President Hazzouri: Anything else? Nothing?

Joe Schimes: On the application for a pension, it occurred to me that, when you apply for your pension, you designate your beneficiary on the date that you are going to retire and you don't do it prior to that. So if something were to happen to the employee before he had the chance to fill out his paperwork, he would have no designated beneficiary and the beneficiary would only get back the principal amount of what he paid in. No interest and no matching contributions from the City.

Attorney Durkin: Joe, I'm not sure I understand completely the question. The process, in general, is you submit an application for a pension. It's reviewed and approved at a specific dollar level, depending on your length of service. Once it's approved by the board, what I have seen happen is that the retiree then gets paperwork from the plan administrator. And, on that paperwork, the retiree can elect a survivor's benefit and there are different levels that the retiree can select. Depending on what you pick, the retiree will receive a certain amount during their lifetime and the surviving spouse would receive beyond that a certain amount and it varies. It varies depending on what you select. If you select a higher amount for the retiree, the spouse would receive less. If you select a lower amount for a retiree, the spouse would receive more. I don't remember the numbers, offhand, but that's the process and then that paperwork is completed. Then it is at that point, that the retiree starts to receive.

Joe Schimes: At the time that I was retiring, I believe that there was a woman named Santomauro. Her husband had become ill and his paperwork wasn't in place to designate his beneficiary. He died. In the meantime, the board only presumed she was the beneficiary, as I understand. She only got what he paid in. The pension board gave her back that money but the matching funds the City has to put in at the end, the MMO and that kind of stuff, she didn't get any interest on his money. She got what he paid in only. So, effectively, there was no pension for that woman. It was only the small amount that he paid in.

Attorney Durkin: Joe, I don't know the particulars of that case so I don't think it would be helpful...

Joe Schimes: It's confusing to me which is why I asked the question.

Attorney Durkin: I just don't know and it wouldn't be useful for me to speculate on it so I'm going to defer. In general, that is the process. There certainly can be situations where a spouse gets nothing upon the death of a retiree but, there is a process that occurs and I can't speak to the case you are talking about.

Joe Schimes: For the benefit of those people who are still employed might need to know this information. The fact is they could be leaving their beneficiaries technically very little.

Attorney Durkin: It could be. It's also my understanding that in the event that a retiree selects to not have a survivor's benefit the spouse has to sign off on it.

Joe Schimes: The issue I am pointing out here is the time frame. Instead of when the employee is hired designating their beneficiary, he doesn't designate his beneficiary until the day he is going to retire which puts the beneficiary in a non-existing position until the day he retires. So, if something were to happen to him prior to the day he fills out the paperwork then the money doesn't exist for the beneficiary.

Attorney Durkin: A lot of things could happen, Joe. People could die, people get divorced. There is any number of things that could happen. I think that's about as much as I could tell you about it.

Joe Schimes: Again, for me it's moot because...

Attorney Durkin: You've lived.

Joe Schimes: But, for the benefit of the recipients of the pension going forward.

Attorney Durkin: Usually the biggies are death and divorce.

Joe Schimes: Pardon me.

Attorney Durkin: Usually the biggies are death and divorce. Those are the big ones that you usually have to worry about.

Vice President Hazzouri: Anything else? Do I have a motion to adjourn?

Lori Reed made a motion to adjourn the meeting.

Roseann Novembrino seconded the motion.

Vice President Hazzouri: All in favor?

All were in favor.

Vice President Hazzouri: Okay, motion carried.

Meeting adjourned at 9:40 a.m.

Minutes approved by: _____ Date: _____
John Hazzouri, Vice-President

Respectfully submitted: _____ Date: _____
Kathy Carrera, Recording Secretary

**SCRANTON POLICE PENSION
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS
FEBRUARY 15, 2017

BOARD MEMBERS

1. THOMAS TOLAN- PRESENT
2. EDWARD BONIN- ABSENT
3. NANCY KRAKE- PRESENT
4. ROSEANNE NOVEMBRINO-PRESENT
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- PRESENT

ALSO IN ATTENDANCE ATTORNEY LARRY DURKIN.

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APR 19 2017

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COUNCIL/CITY CLERK

MINUTES FROM WEDNESDAY JANUARY 18, 2017 MEETING OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE BY CAMMEROTA TO ACCEPT THE MINUTES AND SECONDED BY TOLAN. THE MOTION PASSED.

BILLS:

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. JANUARY 17, 2017 THRU FEBRUARY 13, 2017 TO THE AMOUNT OF \$986.00

A MOTION MADE BY ROSEANNE NOVEMBRINO TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 986.00 FROM JANUARY 17, 2017 THRU FEBRUARY 13, 2017. SECONDED BY MICHAEL CAMMEROTA, ALL IN FAVOR MOTION PASSED.

A BILL FROM BEYER-BARBER COMPANY FOR WORK PERFORMED FOR \$2,046.25

A MOTION MADE BY NOVEMBRINO TO PAY BEYER-BARBER AND SECONDED BY CAMMEROTA. MOTION PASSED.

COMMUNICATION:

1. ATTORNEY DURKIN ADVISED THE BOARD JUDGE MAZZONI'S RULING WAS ISSUED AND IT DENIED RETIREE'S PAY RAISES AT THIS TIME.
2. ROBERT HOPKINS REQUESTED HIS CONTRIBUTIONS MADE TO THE POLICE PENSION FUND FROM 2003-2005. ROBERT HOPKINS IS NO LONGER AN EMPLOYEE WITH THE CITY OF SCRANTON. A MOTION MADE BY CAMMEROTA AND SECONDED BY NOVEMBRINO TO PAY ROBERT HOPKINS. MOTION PASSED.
3. ATTORNEY DURKIN RECOMMENDED GOING TO EXECUTIVE SESSION TO DISCUSS JUDGE MAZZONI'S RULING.
4. AFTER EXECUTIVE SESSION THE MEETING WAS CALLED BACK TO ORDER AND IT WAS DECIDED TO LEAVE THE MEETING OPEN SO THE BOARD MEMBERS COULD READ THE RULING FROM JUDGE MAZZONI AND DECIDE TO APPEAL THE DECISION. THE MEETING IS SCHEDULED FOR MARCH 1, 2017 AT 0900HRS.

SCRANTON CITY COUNCIL CHAMBERS
MARCH 1, 2017 0900HRS
CONTINUATION OF THE ABOVE MEETING

MEMBERS PRESENT

1. MICHAEL CAMMEROTA- PRESENT
2. PAUL HELRING-PRESENT
3. EDWARD BONIN- PRESENT
4. NANCY KRAKE-PRESENT
5. THOMAS TOLAN-PRESENT
6. MARY LYNN CAREY-PROXY FOR ROSEANNE NOVEMBRINO

A MOTION WAS MADE NOT TO APPEAL JUDGE MAZZONI'S RULING BY PAUL HELRING AND SECONDED BY EDWARD BONIN. THE MOTION PASSED 5-1.

THE MEETING WAS ADJOURNED AT 1005.

COMPOSITE PENSION BOARD MINUTES
February 15, 2017

The regular meeting of the Composite Pension Board was held on Wednesday, on February 15th at 11:07AM in City Council Chambers.

The following were in attendance:

GARY DeSTEFANO – Pres. – Fire Board Representative
JOHN HAZZOURI – V.P. – Municipal Employee Representative
DAVID MITCHELL – Secretary - Police Employee Representative
ROBERT SENCHAK – Fire Employee Representative
DANIELLE KENNEDY – (Proxy) Mayor
ROSEANN NOVEMBRINO – City Controller
JAMES KENNEDY – T. ANDERSON & ASSOC. (Administrator) 2/15/2016
GERALD BRAZIL – Mellon Bank (Custodian) 6/30/2016
MICHAEL SMOLINSKY - Mellon Bank (Custodian) 6/30/2016
MARK YASENCHAK – The PFM Group (Trustee) 12/1/2021
LARRY DURKIN – Durkin MacDonald (Legal Counsel) 4/13/2020

Gary DeStefano... Opened the meeting, he welcomed Danielle to the Board. She will be the proxy for the Mayor. Everyone had a chance to read over the Minutes, he'll accept a Motion to approve the Minutes for last month. **Motion to accept made by John Hazzouri, seconded by Robert Senchak, on the question, no response, all were in favor. The ayes have it and so moved.**

Bills:

There are quite a few bills for this month, Gary asked for an explanation as to why. Jerry said that Mellon converted over to a new system in the spring, after all of that was complete then they had to work with a new billing system as well. It took a long time to get everything verified. The money stayed in the account, we didn't see the bills coming each month. He sent an e-mail a week or two ago to kind of give a heads up. That money is still in the account earning interest. They did the bills monthly. Gary asked the Board if they understood why we have so many bills this month. Mellon is going to keep in the account enough money to cover the bills still outstanding.

Durkin & MacDonald... In the amount of \$2,639.00 for legal services 1/17 through 2/13

Scranton Times... Advertisement of 2017 Sunshine Law meetings in the amount of \$223.85

Mellon Bank... 5/1– 5/31 in the amount of \$1,702.91
Mellon Bank... 5/1– 5/31 in the amount of \$17,940.25
Mellon Bank... 6/1– 6/30 in the amount of \$17,546.42
Mellon Bank... 7/1– 7/31 in the amount of \$18,402.97
Mellon Bank... 8/1– 8/31 in the amount of \$18,060.49
Mellon Bank... 9/1– 9/30 in the amount of \$18,918.70
Mellon Bank... 10/1– 10/31 in the amount of \$18,313.47
Mellon Bank... 11/1– 11/30 in the amount of \$18,243.50
Mellon Bank... 12/1– 12/31 in the amount of \$21,895.84

Gary said he'll accept a Motion to pay the bills this month. **Motion made by David Mitchell to pay the bills, seconded by Roseann Novembrino, all were in favor.**

Correspondence... There's nothing. He asked if there was any correspondence from the Board, no response.

Larry Durkin... Other than the process of completing the transfer from BNY to PFM is almost complete. We did get through the first round of disbursements from the new accounts. To date he is not aware of any issues. Gary said on the Fire Board they didn't have any. Gary asked Dave if there were any on the Police side, Dave said nothing that he was aware of. He asked John if they had any, John said they get a disbursement the first of the month. All the groups have at least one round of disbursements. Larry said we should be done with the transitions by tomorrow. That's positive, that's it.

Gary had a question for Larry, he wanted to know how do we change the actuarial rates of assumption. Larry said that the actuarial assumptions are contained in the Actuarial Reports that are prepared on a bi-annual basis. The one that is being prepared right now will be as of January 1, 2017. The last one was January 1, 2015. The Actuarial Report is significant because that is then used to calculate the MMO under ACT 205 but there are a number of significant assumptions contained within the actuarial report's not least of which is the assumed rate of return that the fund's assets will have. There are other ones, like retirement age, life expectancy, disability rates, he's sure there are others that he's missing but there are a number of assumptions that have a significant impact on the Actuarial Report's itself and then as a second step on the calculation of the MMO each year.

All of that is governed by ACT 205 and ACT 205 with respect to the reports, the actuarial reports, specifically identifies the municipality as the entity responsible for preparing the reports. It then further specifically identifies the actuarial with designated roles in the preparation of the reports. The report is actually prepared by the approved actuary but it's the municipality which is specifically directed by State law to prepare those reports. It is not in his opinion the Board

that is directed to prepare the reports. This is a separate section of ACT 205 that deals with the MMO and that has a role for the plan administrator and Jim coordinates the presentation of the information that leads to the annual MMO, but the decisions on those variables per the statute goes to the municipality and to the actuarial.

The converse of that is that it is not delegated to the Board to make those decisions, the one that gets talked about most is the investment rate of return because that has an enormous consequence on both the future liabilities of the plan and concurrently the MMO. A one point reduction in the assumed rate of return, he apologized if he was loosely using some of the terminology, there is an 8% assumed rate of return on our assets. If that were to be reduced to 7% it would have an impact in the 10's of millions of dollars on our future liability and would concurrently have a significant impact on the MMO.

Those are topics which Jim has talked to the Board about on an annual basis. Randee Sekol has talked to the Board about this. It is a statewide discussion on the wisdom of having things at 8% or 7% or whatever it is. In terms of who has responsibility for it, he thinks the statute is pretty clear that it is the municipality that has the obligation to prepare that and they have to by statute do that in consultation with the actuarial.

It's really the Board's role is in picking the actuarial as it relates to those functions. It is not in his view of it that is where those decisions have to be made. Gary said so the Board itself can't effectuate any change to the actuarial assumptions, we can recommend at best.

ACT 205 is described as a dense statute, meaning hard to read. Actually it may be more than that. The first sentence of each section that talks about the report, he thinks the sentence says the municipality, and we are clearly not the municipality. We are an entity that is otherwise defined in ACT 205 and there are other sections in 205 which specifically reference roles for the Board but it doesn't reference it there. If somebody were to say I think we should vote to reduce the assumed rate of return from 8 to 7 his opinion is we don't have the authority to do that. Dave asked if they're doing that report now, if the City was or the Board was they decide to lower that is it to late before the report was completed. Jim said no, there is plenty of time this year. He said the Board can make a recommendation. Dave said we should send a letter to the City saying with them completing this report we're suggesting that they explore between now and before being issued lowering the rate of return.

Jim said the report is usually completed by mid-summer time frame. Beyer Barber does it early in order to have it ready because they use it for next year's 2018 MMO because we always want to stay current on the current actuarial. Gary said that is his reasoning for doing it during an actuarial timeframe. The rate of return was big but also in his opinion the retirement age. On the fire side it's 65 throughout the report and he would be willing to bet if you used an historical average over the last 20 or 25 years it's not near that. Which is the end underfunds

over pension both numbers. If you're an accountant you'll work till your 65 but we're not we're police and firefighters.

Larry said there are a number of assumptions that have to be made in the report that would obviously have a big impact. If you're assuming that we would have to pay out a benefit from 65 to 85 that are much different from 50 or 55 whatever it actually is to 80 and the life expectancy has probably gone up also. The life expectancy they use some sort of table on that. Jim said they adjust the mortality tables on a regular basis, that's something that's automatic and Beyer Barber is conservative so they try to up the mortality table as people have been living longer every couple of years.

So you all could write up to the City or to the Business Administration's Office if you recommend it potentially making some changes. They could do a cross study to take a look at what the exact impact of changing those numbers, the interest rate, or retirement ages, those are two of the biggest drivers of the liability going forward. So it's very significant changing those. This is the time to do it because the report is going to be issued in the summer.

Gary said if the Board thinks it is the right thing to do to send a letter to the City recommending looking at lowering both numbers. He thinks an historically average for retirement age is the way to go. Something to better reflect what is actually happening. **Dave Mitchell made a Motion that we send the letter to the City requesting that since the Actuarial Report is being done and should be completed sometime between now and the summer that the Board recommends that the City take steps towards lowering the rate of return and the retirement age that is used to calculate those numbers, seconded by John Hassouri, any questions on what we're doing here.** We are just sending a letter to the City recommending that they review the actuarial assumptions and maybe modify them if they can. This is what we're asking for. The Board doesn't think it's in their purview but Gary wanted to make sure it impacts the City's budget so how could we do that. **On the question, signify by saying aye, the ayes have it and so moved.**

Jim Kennedy... there was a brief discussion about the funds going to the proper place with the new Mellon Bank which will be further discussed during a conference call that will be upcoming.

Gerald Brazil and Mike Smolinsky... Distributed reports to the Board and made a presentation. This report looks like a normal report but it's only one transmit to PFM, next month we'll see the big sea saw effect for the whole series of transfers that will take effect, Mike reviewed the market update for January. After we add the very strong post-election rally of the 4th Quarter, January was pretty quiet, just steadily ticking up a little bit throughout the month. Large cap stocks were up about 2%, small caps didn't give us too much, international stocks

doing just a little better. Fixed income was very, very quiet. So it wasn't a bad month to start transitioning. February has been pretty quiet as well.

The Statement of Change, Page 7, both columns are the same. Started off with \$59 million we had the large contributions the end of last year. We had our regular disbursements for the month of January, just over \$1 million, we had that first transfer out of \$15 million on January 26th, again we had a positive market but not very volatile in January and the investments depreciated by \$800,000 we'll see that as about a 1.4% return, so we ended with \$44.2 million. Since then we have done three more transfers. We still have about \$35.5 million, so the current market value as of yesterday was just under \$9 million and just about all of that will go out tomorrow. We are going to hold back some for the residual fees. There might be one more final transfer for a very small amount. Basically the transitions have been done.

He reviewed the Market Value of the Assets, Page 8. That is not actually all cash setting there those are pending sales, trades that have been placed and are waiting to be settled versus cash. They had a couple of big wires going out very quickly the beginning of February. On February 2nd they sent out about \$5 million with the normal schedule we are going to do every week. Then some of the fixed income assets which were lumpier and didn't have daily liquidity we sent that money out on February 3rd. So most of that \$17 million was out within a day or so February 9th we did another \$10 million. We broke this up into pieces as was our suggestion or it would be \$60 million not invested, so it was broken up into several pieces and each of those pieces have fixed income and equity assets. It got over to PFM and they subsequently invested. Some months have different settlement periods. We tried to allocate it across the board.

Investment Performance, Page 9, 1.41 vs. 1.17 as it wasn't a bad month for performance. Most of the products had a little bit of a rebound along the way. You were talking about your respective rates of return, it looks at some of the longer actuarial returns 3 years 5.31, 5 years just under 8, 10 years just under 5, that you can look at as reality vs. expectations. As you know any given year can be a plus or minus 20% but it does kind of normalize it. That's about it. He thinks the transition is proceeding according to plan. Essentially it will be wrapped up tomorrow.

Mark Yasenchak... Distributed information to the Board, as of February 13th they got \$50.8 million. This is an internal report that they use. It is reconciled. You will see a different report on a monthly basis. We will provide something similar to this that has performance information and on a quarterly basis we will provide that performance information. They will give a monthly market update. When the rest of the money comes over they are prepared to invest that accordingly. This is all he has at this point.

John asked what did Mark think of the market as it stands right now. Mark said he thinks the market is good. The economy is a question mark. We have to see if we're moving in the

right direction with Trump policies, what kind of affect does that have. It has been positive since January since the election. Larry asked if Mark has everything that he needs at this point from the BNY group in Jacksonville. Mark said yes. John asked Mellon what is the balance they are holding, they have about \$8.87 million. John thinks we are on the right track, we're moving forward. The last couple of years he feels that Mellon and the Board have done a great job and he feels PFM and the Board will move forward with the pension money, the tax payer's money the union money so on, so forth.

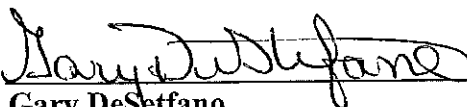
Audience participation:

Joan Hodowanitz... She asked the question about the Third Party Administrator and an RFP and the money from the sewer authority. Gary didn't know anything, he hasn't been advised of anything.

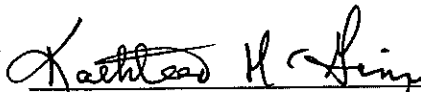
Motion to adjourn made by John Hazzouri, seconded by David Mitchell, on the question, no response, all were in favor.

March 15th is our next meeting.

Minutes approved March 15th :



Gary DeStefano
President

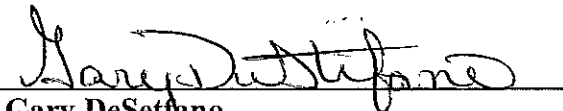


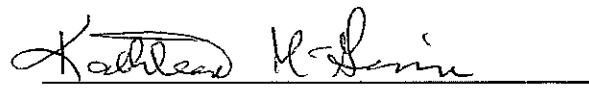
Kathleen McGinn
Recording Secretary

COMPOSITE PENSION BOARD MINUTES
March 15, 2017

The regularly scheduled meeting of the Composite Pension Board to be held on Wednesday, on March 15th at 11:00AM in City Council Chambers was cancelled due to City Hall being closed because of the blizzard.

No Minutes for March 15th :


Gary DeStefano
President


Kathleen McGinn
Recording Secretary

City of Scranton
Pennsylvania



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Non-Uniform Municipal Pension Fund

NON-UNIFORM MUNICIPAL PENSION

AGENDA

APRIL 19, 2017

1. A REQUEST FOR A REFUND OF PENSION CONTRIBUTIONS WAS RECEIVED FROM FORMER CITY SOLICITOR JASON A. SHRIVE, ESQUIRE. ATTORNEY SHRIVE WAS EMPLOYED IN THE CITY OF SCRANTON'S LAW DEPARTMENT FROM JANUARY 6, 2014 UNTIL HE RESIGNED ON JANUARY 23, 2017. ATTORNEY SHRIVE CONTRIBUTED A TOTAL OF 37 MONTHS @ \$22.00 PER MONTH AND IS DUE A REFUND OF \$ 814.00.
2. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$4,676.20 WHICH REPRESENTS SERVICES RENDERED FROM FEBRUARY 14, 2017 THROUGH MARCH 13, 2017.
3. RECEIVED AN INVOICE PAYABLE TO BEYER-BARBER COMPANY DATED FEBRUARY 17, 2017 IN THE AMOUNT OF \$350.00 WHICH IS FOR PREPARATION OF PENSION BENEFIT CALCULATIONS FOR SINGLE TAX OFFICE RETIREES WILLIAM J. BOCHICCHIO AND MAUREEN TRENTLY.

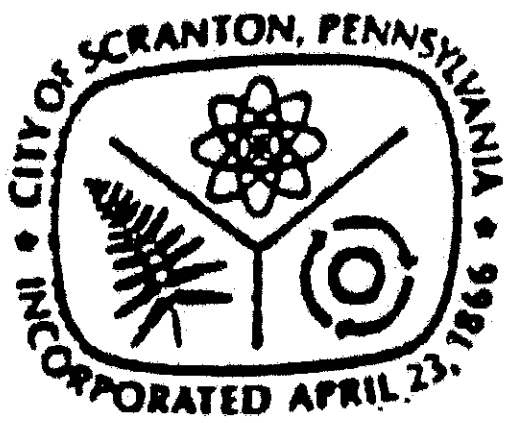
4. RECEIVED A STATEMENT IN THE AMOUNT OF \$9,711.00 FROM THOMAS B. HELBIG, ESQUIRE FOR HEARING OFFICER SERVICES RENDERED FOR NON-UNIFORM PENSION BOARD MATTERS, 2002 CASES, FROM JULY 16, 2016 TO THE PRESENT.
5. RECEIVED A STATEMENT DATED FEBRUARY 27, 2017 IN THE AMOUNT OF \$8,880.16 FROM FINE & WYATT, P.C. FOR HEARING OFFICER SERVICES RENDERED BY RICHARD G. FINE, ESQUIRE IN THE MATTER OF THE NON-UNIFORM PENSION BOARD HEARINGS.
6. COPY OF AGENDA FOR SPECIAL PENSION MEETING HELD MARCH 3, 2017.
7. COPY OF MINUTES OF MARCH 3, 2017 SPECIAL PENSION MEETING.
8. COPY OF A LETTER DATED JANUARY 10, 2017 FROM DAWN LLOYD TO ATTORNEY LARRY DURKIN WITH EXHIBITS.
9. RECEIVED A REQUEST FOR A REFUND OF PENSION CONTRIBUTIONS FROM JUDY LUCIANI, CITY OF SCRANTON EMPLOYEE. MRS. LUCIANI WAS EMPLOYED IN THE OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT FROM DECEMBER 16, 2013 UNTIL HER RESIGNATION WHICH WILL BE EFFECTIVE APRIL 21, 2017. MRS. LUCIANI HAS CONTRIBUTED A TOTAL OF 40 MONTHS @ \$22.00 PER MONTH AND IS DUE A REFUND OF \$880.00.
10. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$3,302.65 WHICH REPRESENTS SERVICES RENDERED FROM MARCH 15, 2017 THROUGH APRIL 17, 2017.

***Note: Items 1 to 8 were from the March 15, 2017 agenda.**

RECEIVED

CITY OF SCRANTON APR 18 2017

PENNSYLVANIA OFFICE OF CITY COUNCIL/CITY CLERK



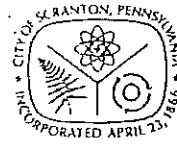
**OFFICE OF THE CITY CONTROLLER
AND BUREAU OF INVESTIGATIONS**

**ROSEANN NOVEMBRINO
CITY CONTROLLER**

**CONTROLLER'S REPORT
FOR THE MONTH ENDING
MARCH 31, 2017**

City of Scranton
Pennsylvania

Roseann Novembrino
City Controller
Municipal Building
Scranton, Pennsylvania 18503
(570) 348-4125



Office of the City Controller
and Bureau of Investigations

April 18, 2017

The Honorable Mayor William L. Courtright
And
The Honorable City Council
Municipal Building
Scranton, Pa 18503

Dear Honorable Mayor and Honorable Council:

In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of March, 2017.

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

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

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

Sincerely,

Roseann Novembrino

Roseann Novembrino
City Controller

**CITY OF SCRANTON
GENERAL FUND EXPENDITURES
MONTH OF MARCH 2017**

CODE #	DEPARTMENT	EXPENDITURES
10	Mayor's Office	\$ 9,429.62
11	Public Safety	-
20	City Council	21,714.73
30	Controller	18,386.67
40	Business Administration	1,387,891.78
41	Bureau of Human Resources	733,273.41
42	Bureau of Information Technology	9,161.50
43	Treasurer	8,223.10
51	Inspections and Licenses	45,579.31
60	Law	32,440.99
71	Police	1,641,312.96
75	Traffic Maintenance	
78	Fire	1,475,648.20
80	Public Works	250,641.63
81	Engineering	15,252.77
82	Buildings	78,401.31
83	Highways	226,455.65
84	Refuse	266,170.88
85	Garages	118,039.09
90	Single Tax Office	72,489.32
100	Parks and Recreations	34,700.36
341	Fiscal Activities	-
501	O.C.E.D.	-
TOTAL DEPARTMENTAL		\$ 6,445,213.28
NON DEPARTMENTAL		
1000	Boards and Commissions	\$ 28,688.17
1100	Utilities	-
1300	Contingency	-
1500	Special Items	-
1600	Unpaid Bills	21,786.56
1700	Grants and Contributions	-
1900	Special Items (Non Add)	-
TOTAL NON DEPARTMENTAL		\$ 50,474.73
GRAND TOTAL:		\$ 6,495,688.01

**CITY OF SCRANTON
GENERAL FUND REVENUE REPORT
FOR THE MONTH OF MARCH 2017**

CODE #	FUND SOURCE	REVENUES
300	Previous Year Balance	\$ -
301	Real Property Taxes	10,928,770.14
302	Landfill and Refuse Fees	174,020.21
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	1,070,644.55
319	Penalties and Interest (Delinquent Taxes)	14,499.49
320	Licenses and Permits	46,032.38
330	Fines and Forfeitures	-
331	Police Fines and Violations	34,847.81
341	Interest Earnings	-
342	Rents and Concessions	500.00
350	Inter-Government-Revenue Reimbursements	74,335.80
359	Local Governments (Payments in Lieu)	-
360	Departmental Earnings	20,111.00
367	Recreational Departments	5,930.00
380	Cable TV and Miscellaneous Revenue	187,573.98
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	-
TOTAL		\$ 12,557,265.36
MONTH TO DATE		
	Revenues To March 2017	\$ 40,630,930.68
	Expenditures To March 2017	17,477,831.63
	NET:	\$ 23,153,099.05

*Non Add

CITY OF SCRANTON
MARCH 31, 2017
GENERAL FUND REVENUE REPORT
YEAR TO DATE

CODE #	FUND SOURCE	ESTIMATED	REALIZED	UN-REALIZED
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	34,273,286.91	16,692,934.69	17,580,352.22
302	Landfill and Refuse Fees	7,662,500.00	340,605.09	7,321,894.91
304	Utility Tax	68,000.00	-	68,000.00
305	Non-Resident Tax	460,000.00	-	460,000.00
310	Local Taxes (Act 511)	37,329,174.91	7,322,186.63	30,006,988.28
319	Penalties and Interest (Delinquent Taxes)	132,100.00	18,139.49	113,960.51
320	Licenses and Permits	2,356,700.00	504,625.47	1,852,074.53
330	Fines and Forfeitures	100.00	-	100.00
331	Police Fines and Violations	478,250.00	95,841.19	382,408.81
341	Interest Earnings	10,000.00	6,632.37	3,367.63
342	Rents and Concessions	5,000.00	1,000.00	4,000.00
350	Inter-Government-Revenue Reimbursements	4,298,246.00	74,335.80	4,223,910.20
359	Local Government (Payments in Lieu)	219,864.75	-	219,864.75
360	Departmental Earnings	579,692.00	48,153.00	531,539.00
367	Recreational Departments	52,500.00	14,430.50	38,069.50
380	Cable TV and Miscellaneous Revenues	1,396,500.00	2,762,046.45	(1,365,546.45)
392	Interfund Transfers	5,942,007.72	-	5,942,007.72
392*	Interfund Transfers SSA/SPA	-	-	-
394	Tax Anticipation Loan/Note	12,750,000.00	12,750,000.00	-
395	Unfunded Pension	-	-	-
396	Capital Budget Reimbursements	-	-	-
TOTALS		\$ 108,013,922.29	\$ 40,630,930.68	\$ 67,382,991.61

PURCHASE ORDER REPORT
MONTH ENDING MARCH 31, 2017

ACCOUNT BALANCES AS OF MARCH 31, 2017

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL.	MARCH, 2017	
			ACTIVITY	ENDING BAL.
OFFICE OF THE MAYOR				
0101000000 4270 DUES & SUBSCRIPTIONS	22,500.00	0.00		0.00
0101000000 4290 STATIONERY / OFFICE SUPPLIES	150.00	150.00		150.00
0101000000 4420 TRAVEL & LODGING	500.00	173.30		173.30
DEPARTMENT OF PUBLIC SAFETY				
POLICE BUREAU:				
0101100071 4201 PROFESSIONAL SERVICES LEXISNEXIS RISK DATA MANAGEMENT	15,000.00	12,623.50	200.00	12,423.50
0101100071 4210 SERVICES & MAINTENANCE FEE ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD STRIVE	64,500.00	45,316.48	(3,204.00) 9,928.00 136.00	38,455.48
0101100071 4270 DUES & SUBSCRIPTIONS JABTI FBINNA, INC.	3,100.00	1,155.00	200.00 70.00	885.00
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED	2,500.00	2,406.75		2,406.75
0101100071 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD JAWORSKI SIGN COMPANY	2,500.00	1,647.75	(89.97) 89.97 1,050.00	597.75
0101100071 4380 GUNS / AMMUNITION	22,500.00	22,500.00		22,500.00
0101100071 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD STARR UNIFORMS KEYSTONE FENCE CO.	20,000.00	15,969.41	(3,358.69) 4,974.09 374.99 1,950.00	12,029.02

DEPARTMENT / ACCOUNT	2017 BUDGET	MARCH, 2017		
		BEGINNING BAL	ACTIVITY	ENDING BAL
0101100071 4420 TRAVEL & LODGING TURNER, WILLIAM MARTIN, ROBERT	3,500.00	165.51	32.14 37.36	96.01
0101100071 4470 TRAINING & CERTIFICATION ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD HOLIDAY INN EXPRESS REDD, AIMEE NEW YORK TACTICAL OFFICER LUKASEWICZ, DENNIS S. CARROLL, STEVE VALHALLA VETERANS SERVICE JW MARRIOTT NEW ORLEANS OHLEG-OHIO LAW ENFORCEMENT GRAND VICTORIA INN TRAVELWORLD JOHN E. REID & ASSOCIATES, INC.	45,000.00	19,220.23	(15,000.00) 15,000.00 1,270.72 228.61 998.98 172.32 72.75 450.00 547.71 300.00 260.00 1,001.20 1,150.00	12,767.94
0101100071 4550 CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	190,000.00	87,970.93	(102,029.07) 169,889.07	20,110.93
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD INDUSTRIAL ELECTRONICS, INC.	7,750.00	3,808.67	(3,941.33) 4,921.33 6.50	2,822.17
0101100071 6003 SPCA - ANIMAL CONTROL SPRINGBROOK KENNELS GRIFFIN POND ANIMAL SHELTER	86,976.00	85,323.12	2,140.00 56,076.00	27,107.12
FIRE BUREAU:				
0101100078 4201 PROFESSIONAL SERVICES SUSQUEHANNA FIRE EQUIPMENT CO. MID-ATLANTIC FIRE AND AIR	25,000.00	24,697.50	393.00 1,074.75	23,229.75
0101100078 4210 SERVICE & MAINTENANCE FEE FRP FIRE & RESCUE PRODUCTS	45,000.00	43,117.00	927.53	42,189.47
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	500.00		500.00

DEPARTMENT / ACCOUNT	2017 BUDGET	MARCH, 2017		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	5,000.00	4,388.83		4,388.83
0101100078 4390 MATERIALS / SUPPLIES (MISC)	7,250.00	5,669.76	13.47	
ENCUMBERED: CURRENT PERIOD			337.50	
877 DESIGN			130.00	
CLARK, SAMUEL W.			195.48	
GLECO PAINTS, INC			2,231.18	
WITMER ASSOCIATES, INC.			55.92	
SCRANTON GRINDER & HARDWARE			312.80	
FRIEDMAN ELECTRIC SUPPLY			247.57	
GRAINGER				2,145.84
0101100078 4420 TRAVEL & LODGING	1,000.00	556.21		556.21
0101100078 4430 AIR PACK / REHAB SUPPLIES	6,000.00	6,000.00		6,000.00
0101100078 4470 TRAINING & CERTIFICATION	85,000.00	76,846.75	560.12	
SCOTT, BRIAN			125.00	
PA CONSTRUCTION CODE ACADEMY			150.00	
ARMBRUSTER, KYLE			150.00	
CWALINSKI, BRIAN			500.00	
WOOD, ANTHONY			3,351.32	
FIREFIGHTERS BOOK STORE			405.15	
FSB BOOKS & VIDEOS			705.65	
HALLOWICH, RICHARD				70,899.51
0101100078 4550 CAPITAL EXPENDITURES	1,630,000.00	1,557,443.25	1,021.00	
THE KNOX COMPANY			17,998.00	
MID-ATLANTIC FIRE AND AIR			12,400.00	
DUNMORE ROOFING			9,136.50	
WITMER ASSOCIATES, INC.				1,516,887.75
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT	4,000.00	3,124.00		3,124.00
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	1,000.00		1,000.00
0101100078 4580 GENERAL EQUIPMENT	70,000.00	64,953.85	17.65	
GLEN SUMMIT SPRINGS WATER			66.76	
CHAPMAN SUPPLY, INC.			1,740.15	
POWELL'S RENTAL				63,129.29

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL.	MARCH, 2017 ACTIVITY	ENDING BAL.
OFFICE OF THE CITY CLERK / CITY COUNCIL				
0102000000 4201 PROFESSIONAL SERVICES NARDOZZI, CATHENE EDM AMERICAS, INC. WOZNAK, MARK	41,000.00	39,104.22	1,011.00 210.29 183.00	37,699.93
0102000000 4210 SERVICES & MAINTENANCE FEE	9,700.00	100.00		100.00
0102000000 4230 PRINTING & BINDING	5,000.00	4,467.00		4,467.00
0102000000 4250 ADVERTISING SCRANTON TIMES	21,500.00	15,990.10	2,830.00	13,160.10
0102000000 4290 STATIONERY / OFFICE SUPPLIES POCONO PURE WATER	500.00	315.71	27.00	288.71
CITY CONTROLLER				
0103000000 4201 PROFESSIONAL SERVICES	40,000.00	39,000.00		39,000.00
0103000000 4240 POSTAGE & FREIGHT	100.00	100.00		100.00
0103000000 4270 DUES & SUBSCRIPTIONS	200.00	200.00		200.00
0103000000 4290 STATIONERY / OFFICE SUPPLIES GLEN SUMMIT SPRINGS WATER	200.00	183.25	21.95	161.30
BUSINESS ADMINISTRATION DEPARTMENT ADMINISTRATION:				
0104000000 4201 PROFESSIONAL SERVICES UNITED RETIREMENT PLAN CONSULTANTS HIGHLAND ASSOCIATES ARRIS ENGINEERING GROUP, LTD TURNKEY TAXES DIGITAL ASSURANCE CERTIFICATION JOYCE HATALA ASSOCIATES BEYER-BARBER COMPANY	165,000.00	153,325.15	750.00 25,000.00 130.00 1,000.00 2,500.00 600.00 9,383.75	113,961.40
0104000000 4210 SERVICES & MAINTENANCE FEE GREAT AMERICA FINANCIAL SERVICES	1,500.00	1,056.53	122.49	934.04

DEPARTMENT / ACCOUNT	2017 BUDGET	MARCH, 2017		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0104000040 4230 PRINTING & BINDING	1,250.00	952.00		952.00
0104000040 4240 POSTAGE & FREIGHT	20,363.00	12,199.80		12,199.80
0104000040 4250 ADVERTISING SCRANTON TIMES	17,250.00	16,250.21	2,051.10	14,199.11
0104000040 4270 DUES & SUBSCRIPTIONS	1,000.00	110.00		110.00
0104000040 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD PHILLIPS SUPPLY CO. STAPLES BUSINESS ADVANTAGE	9,667.00	7,034.63	(1,090.32) 1,964.36 985.50 307.32	4,867.77
0104000040 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER	600.00	575.75	11.55	564.20
0104000040 4420 TRAVEL & LODGING	1,500.00	644.76		644.76
0104000040 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		1,000.00
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP CITY OF SCRANTON PMA COMPANIES, INC.	3,323,826.00	3,240,576.00	1,000,000.00 6,229.00	2,234,347.00
0104000040 6024 BANK FEES AND CHARGES TAN 2017 UNDERWRITER FEE FEBRUARY INACTIVITY FEE PNC MERCHANT FEE FEBRUARY SERVICE CHARGE FEBRUARY WITHHOLDING ON INTEREST FEBRUARY WIRE FEES (SEWER AUTH)	4,000.00	595.53	122,763.78 5.00 260.00 255.32 9.67 100.00	(122,818.24)
HUMAN RESOURCES:				
0104000041 4201 PROFESSIONAL SERVICES MILLENNIUM ADMINISTRATORS CONCORDE, INC. WE PAY PAYROLL PROCESSING P & A GROUP ADMIN SERVICE C3 GROUP LLC	175,000.00	155,483.34	4,660.00 269.30 5,621.80 359.48 2,000.00	142,592.76

DEPARTMENT / ACCOUNT	2017 BUDGET	MARCH, 2017	
		BEGINNING BAL	ACTIVITY
			ENDING BAL
0104000041 4290 STATIONARY / OFFICE SUPPLIES	500.00	500.00	500.00
0104000041 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER	500.00	371.90	21.95
0104000041 4420 TRAVEL & LODGING	500.00	500.00	500.00
0104000041 4470 TRAINING & CERTIFICATION	5,000.00	5,000.00	5,000.00
0104000041 4630 LIABILITY / CASUALTY INSURANCE OLIVER, PRICE & RHODES KNOWLES ASSOCIATES L.L.C.	1,050,000.00	1,046,111.00	3,125.50 702,006.00
INFORMATION TECHNOLOGY:			
0104000042 4201 PROFESSIONAL SERVICES	63,250.00	6,468.30	6,468.30
0104000042 4210 SERVICES & MAINTENANCE FEE	77,500.00	77,500.00	77,500.00
0104000042 4290 STATIONARY / OFFICE SUPPLIES	1,000.00	1,000.00	1,000.00
0104000042 4390 MATERIALS / SUPPLIES (MISC)	65,000.00	65,000.00	65,000.00
0104000042 4440 TELEPHONE	144,910.61	144,910.61	144,910.61
0104000042 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00	1,000.00
0104000042 4550 CAPITAL EXPENDITURES	225,000.00	225,000.00	225,000.00
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	50,000.00	50,000.00	50,000.00
TREASURY:			
0104000043 4201 PROFESSIONAL SERVICES	11,250.00	11,250.00	11,250.00
0104000043 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER	1,000.00	964.20	6.35
			957.85

DEPARTMENT / ACCOUNT	2017 BUDGET	MARCH, 2017		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0104000043 6000 TAX & MISCELLANEOUS REFUNDS	1,000.00	1,000.00		1,000.00
0104000043 6001 TAX COLLECTION COMMITTEE EXPENSE	7,257.00	7,257.00		7,257.00
BUREAU OF LICENSES, INSPECTIONS & PERMITS				
LICENSE, INSPECTIONS & PERMITS:				
0105100051 4201 PROFESSIONAL SERVICES	25,000.00	25,000.00		25,000.00
0105100051 4290 STATIONERY / OFFICE SUPPLIES	1,000.00	947.00		947.00
0105100051 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		500.00
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	950.00		950.00
0105100051 4550 CAPITAL EXPENDITURES	25,000.00	25,000.00		25,000.00
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPMENT	500.00	500.00		500.00
0105100051 4590 BUILDING DEMOLITION	35,000.00	32,500.00		32,500.00
BUREAU OF BUILDINGS:				
0105100082 4201 PROFESSIONAL SERVICES	40,000.00	27,520.00		27,520.00
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	175,000.00	165,837.13		
<ul style="list-style-type: none"> J. C. EHRlich CO. 3,372.00 MECHANICAL SERVICE COMPANY 418.34 FRIEDMAN ELECTRIC SUPPLY 334.14 PRO DRI 254.40 OVERHEAD DOOR CO. 45.00 LOWE'S 806.45 AJS MECHANICAL SERVICES, LLC 2,938.00 CINTAS FAS LOCKBOX 636525 420.88 GERALD SMURL 2,229.00 PA DEPT OF LABOR 18.00 AMERICAN JANITOR 1,022.48 BURKE, MICHAEL 1,170.00 VECTOR SECURITY 92.70 				
				<u>152,715.74</u>

DEPARTMENT / ACCOUNT	2017 BUDGET	MARCH, 2017		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0105100082 4445 SEWER CHARGES	50,000.00	50,000.00		50,000.00
0105100082 4447 UGI - GAS	155,000.00	137,197.58	6,320.30	
UGI PENN NATURAL GAS			10,922.06	
DIRECT ENERGY BUSINESS				119,955.22
0105100082 4448 PAWC - WATER	385,000.00	332,209.44	32,012.02	300,197.42
PENNSYLVANIA AMERICAN WATER CO.				
0105100082 4450 ELECTRICAL	275,000.00	247,097.69	7,513.64	239,684.05
PPL ELECTRIC UTILITIES				
0105100082 4465 BUILDING SUPPLIES	1,000.00	1,000.00		1,000.00
LAW DEPARTMENT:				
0106000000 4201 PROFESSIONAL SERVICES	225,000.00	203,745.75		
TODD CORTESI			1,261.25	
SCRANTON TIMES			1,225.00	
LACKAWANNA BAR ASSOCIATION			66.50	
CIPRIANI & WERNER, P.C.			618.52	
FOX ROTHSCHILD, LLP			1,111.50	
TODD A. JOHNS, ESQUIRE			8,878.55	
OLIVER, PRICE & RHODES			4,592.33	
NOI APPLETON WEINBERGER & WREN, PC				185,992.10
0106000000 4270 DUES & SUBSCRIPTIONS	3,950.00	3,950.00	161.00	
LACKAWANNA BAR ASSOCIATION			210.00	
WEST PAYMENT CENTER				3,579.00
0106000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	500.00		500.00
0106000000 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		500.00
0106000000 4420 TRAVEL & LODGING	500.00	500.00		500.00
0106000000 4470 TRAINING & CERTIFICATION	500.00	500.00		500.00
0106000000 4550 CAPITAL EXPENDITURES	3,250.00	3,250.00		3,250.00

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	MARCH, 2017 ACTIVITY	ENDING BAL
DEPARTMENT OF PUBLIC WORKS ADMINISTRATION BUREAU:				
0108000080 4201 PROFESSIONAL SERVICES	7,500.00	7,500.00		7,500.00
0108000080 4210 SERVICES & MAINTENANCE FEE PA ONE CALL SYSTEM, INC. WEIDOW, DAVID F & S SUPPLY COMPANY, INC. STAPLES BUSINESS ADVANTAGE	547.55	487.05	50.82 37.97 104.02 85.79	208.45
0108000080 4570 MAINTENANCE COMMUNICATION EQUIPMENT INDUSTRIAL ELECTRONICS, INC.	16,500.00	15,045.00	1,455.00	13,590.00
0108000080 4576 MAINTENANCE SUPER FUND SIGHT	16,500.00	16,500.00		16,500.00
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE	29,500.00	29,482.03		29,482.03
ENGINEERING BUREAU:				
0108000081 4201 PROFESSIONAL SERVICES LABELLA ASSOCIATES	69,500.00	63,625.00	5,875.00	57,750.00
0108000081 4210 SERVICES & MAINTENANCE FEE LEVANDOSKI, KEN	200.00	200.00	179.98	20.02
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00		100.00
0108000081 4390 MATERIALS / SUPPLIES (MISC)	100.00	8.19		8.19
0108000081 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		1,000.00
HIGHWAYS BUREAU:				
0108000083 4260 RENTAL VEHICLES & EQUIPMENT	57,500.00	57,500.00		57,500.00
0108000083 4340 CONSTRUCTION - PAVING MATERIAL HEI-WAY LLC	85,000.00	80,015.56	5,022.77	74,992.79

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	MARCH, 2017 ACTIVITY	ENDING BAL.
0108000083 4350 PAINT / SIGN MATERIAL	12,500.00	11,803.67		
ENCUMBERED: PREVIOUS PERIOD			(217.53)	
ENCUMBERED: CURRENT PERIOD			217.53	
GLECO PAINTS, INC			97.77	11,705.90
0108000083 4390 MATERIALS / SUPPLIES (MISC)	22,500.00	20,585.29		
ENCUMBERED: PREVIOUS PERIOD			(931.75)	
ENCUMBERED: CURRENT PERIOD			931.75	
PA NORTHEAST REGIONAL RAILROAD			16.00	
BILL'S ACE HARDWARE			41.99	
AMERICAN JANITOR			222.00	
CENTRAL CLAY PRODUCTS			4,896.00	
S & S TOOLS & SUPPLIES			143.92	15,265.38
0108000083 4410 SALT	275,000.00	131,988.22		
ENCUMBERED: PREVIOUS PERIOD			(30,891.81)	
ENCUMBERED: CURRENT PERIOD			34,482.70	
AMERICAN ROCK SALT CO. LLC			30,687.81	97,709.52
0108000083 4460 STREET LIGHTING	375,000.00	317,212.26		
PPL ELECTRIC UTILITIES			60,101.85	257,110.41
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE	77,500.00	51,639.22		
WALSH ELECTRICAL, INC.			13,129.52	
A & M ELECTRICAL CONSTRUCTION, INC.			196.00	38,313.70
0108000083 4550 CAPITAL EXPENDITURES	814,063.84	814,063.84		
814,063.84				814,063.84
REFUSE BUREAU:				
0108000084 4390 MATERIALS / SUPPLIES (MISC)	750.00	395.30		
395.30				395.30
0108000084 4490 LANDFILL	1,344,095.86	1,196,499.16		
COMMONWEALTH OF PENNSYLVANIA			200.00	
KEYSTONE SANITARY LANDFILL			107,229.01	1,089,070.15
0108000084 4550 CAPITAL EXPENDITURES	200,000.00	6,180.00		
6,180.00				6,180.00
GARAGES BUREAU:				
0108000085 4220 CONTRACTED SERVICES	750.00	107.00		
ENCUMBERED: PREVIOUS PERIOD			(161.00)	
DENAPLES TOWING, INC.			241.00	27.00

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	MARCH, 2017 ACTIVITY	ENDING BAL
0108000085 4301 GAS, OIL, LUBRICANTS	425,500.00	397,660.29		
ENCUMBERED: PREVIOUS PERIOD			(22.00)	
POWELL'S SALES & SERVICE			22.00	
WEX BANK			14,000.34	
D. G. NICHOLAS CO.			2,135.01	
TALLEY PETROLEUM ENTERPRISES INC.			12,719.25	
DENAPLES AUTO PARTS			85.00	
				<u>368,720.69</u>
0108000085 4310 EQUIPMENT/VEHICLE REPAIR/MAINTENANCE	315,000.00	259,749.51		
ENCUMBERED: PREVIOUS PERIOD			(6,798.61)	
ENCUMBERED: CURRENT PERIOD			1,759.19	
SCRANTON DODGE			301.17	
DAVE'S AUTO IGNITION			385.65	
A.I.T. AUTOMOTIVE			1,616.85	
ARTISTIC UPHOLSTERY UNLIMITED			450.00	
C. G. CUSTOM TRUCKS			2,853.16	
D. G. NICHOLAS CO.			2,422.32	
ELECTRO BATTERY			1,328.00	
DENAPLES AUTO PARTS			4,915.00	
A-1 SPRING SERVICE			3,834.00	
BRADCO SUPPLY CO.			2,225.00	
AMERICAN FIRE SERVICES			898.48	
NIVERT METAL SUPPLY, INC.			50.02	
CLEVELAND BROTHERS EQUIPMENT			12,697.93	
BROJACK LUMBER COMPANY			279.84	
MAY EQUIPMENT			555.61	
FARGIONE AUTO SERVICE			45.00	
NAZAR DIESEL, INC.			669.03	
TRIPLE CITIES ACQUISITIONS, LLC			545.55	
NORTHEAST HYDRAULICS			594.00	
AIR BRAKE & EQUIPMENT CO., INC.			185.56	
INDUSTRIAL ELECTRONICS, INC.			325.00	
FLEET PRIDE			335.72	
FRP FIRE & RESCUE PRODUCTS			1,394.48	
JORDAN'S TOWING			175.00	
JOHN SIGNS			444.00	
FIVE STAR EQUIPMENT CO., INC.			2,082.90	
POWELL'S SALES & SERVICE			919.41	
WAYNE COUNTY FORD			185.58	
DAILEY RESOURCES			204.00	
FASTENAL COMPANY			430.31	
				<u>221,600.36</u>
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES	6,500.00	6,136.22		
ENCUMBERED: CURRENT PERIOD			130.70	
LYNADY, MICHAEL			200.00	
D. G. NICHOLAS CO.			21.59	
TORBA, KEVIN			194.70	
				<u>5,589.23</u>

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	MARCH, 2017	
			ACTIVITY	ENDING BAL.
0108000085 4390 MATERIALS / SUPPLIES (MISC)	59,500.00	47,461.71	(1,523.93)	
ENCUMBERED: PREVIOUS PERIOD			348.95	
ENCUMBERED: CURRENT PERIOD			2,960.28	
D. G. NICHOLAS CO.			267.85	
A.I.T. AUTOMOTIVE			966.24	
FASTENAL COMPANY			73.72	
C. G. CUSTOM TRUCKS			9.20	
POWELL'S RENTAL			204.00	
DAILEY RESOURCES			110.42	
POWELL'S SALES & SERVICE			40.41	
CLEVELAND BROTHERS EQUIPMENT				44,004.57
0108000085 4401 TIRES	109,500.00	94,652.96	8,966.68	85,686.28
SANDONE TIRE & BATTERY				
0108000085 4901 MAINTENANCE (PREVENTATIVE)	5,000.00	5,000.00		5,000.00
PARKS & RECREATION DEPARTMENT				
0110000000 4280 MISC SERVICES - NON CLASSIFIED	8,950.00	8,950.00		8,950.00
0110000000 4290 STATIONERY / OFFICE SUPPLIES	1,000.00	1,000.00		1,000.00
0110000000 4330 BUILDING REPAIR - SUPPLY MAINTENANCE	20,000.00	20,000.00	5.50	
LYNCH, THOMAS P.			95.00	
LAMEO & ASSOCIATES				19,899.50
0110000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES	25,000.00	25,000.00	675.00	24,325.00
PENN STATE UNIVERSITY				
0110000000 4360 SMALL TOOLS / SHOP SUPPLIES	200.00	200.00		200.00
0110000000 4370 PARKS & RECREATION SUPPLIES	750.00	750.00		750.00
0110000000 4420 TRAVEL AND LODGING	750.00	750.00		750.00
0110000000 4530 PERFORMING ARTS	16,500.00	4,000.00		4,000.00
0110000000 4540 SPRING / SUMMER PROGRAMS	3,000.00	1,485.00		1,485.00

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	MARCH, 2017 ACTIVITY	ENDING BAL
011000000 4550 CAPITAL EXPENDITURES	95,000.00	95,000.00		
BILL'S ACE HARDWARE			1,389.98	93,610.02
NON-DEPARTMENTAL EXPENDITURES				
0140110030 4299 ZONING BOARD	18,500.00	16,889.15		
SCRANTON TIMES			414.95	
DANIEL PENETAR			1,320.00	
MARY M. PLEVYAK			150.00	
MARK WOZNIAK			125.00	
				14,679.20
0140110060 4299 EVERHART MUSEUM	29,000.00	19,333.34		
EVERHART MUSEUM			9,666.66	9,666.68
0140110075 4299 FIRST NIGHT SCRANTON	10,000.00	10,000.00		
				10,000.00
0140110080 4299 SCRANTON TOMORROW	32,500.00	2,500.00		
				2,500.00
0140110110 4299 SHADE TREE COMMISSION	55,500.00	54,692.07		
TITAN TREE SERVICE			15,200.00	
SCRANTON TIMES			101.00	
BILL'S ACE HARDWARE			224.96	
TRAFFIC CONTROL SERVICES			1,485.60	
				37,680.51
0140110120 4299 ST. CATS AND DOGS	10,000.00	10,000.00		
				10,000.00
0140110130 4299 MAYOR'S 504 TASK FORCE	1,500.00	1,500.00		
				1,500.00
0140110140 4299 CIVIL SERVICE COMMISSION	47,500.00	46,863.50		
				46,863.50
0140110150 4299 HUMAN RELATIONS COMMISSION	10,000.00	10,000.00		
				10,000.00
0140115230 4299 TAN SERIES	12,750,000.00	12,750,000.00		
				12,750,000.00
0140115240 4299 TAN SERIES INTEREST	210,000.00	210,000.00		
				210,000.00
0140115307 4299 OPER TSF TO DBT SVC - 2003 SERIES B BDS	2,176,468.76	2,176,468.76		
03-01-17 PAYMENT			563,234.38	1,613,234.38

DEPARTMENT / ACCOUNT	2017 BUDGET	MARCH, 2017		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0140115308 4299 OPER TSF TO DBT SVC - 2003 SERIES C BDS 03-01-17 PAYMENT	495,000.00	495,000.00	366,487.50	128,512.50
0140115309 4299 OPER TSF TO DBT SVC - 2003 SERIES D BDS 03-01-17 PAYMENT	750,000.00	750,000.00	154,875.00	585,125.00
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING	532,541.68	532,541.68		532,541.68
0140115313 4299 OPER TSF TO DBT SVC - 2006 BOND	1,653,020.00	1,653,020.00		1,653,020.00
0140115316 4299 OPER TSF TO DBT SVC - OTHER FIN. SOURCE	51,585.08	51,585.08		51,585.08
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS	178,861.63	142,612.14		142,612.14
0140115323 4299 OPER TSF TO DBT SVC - 2011 UNFUNDED DEBT LN 2012 TRANSFER	1,000.00	1,000.00	123,681.25	(122,681.25)
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	100,000.00		100,000.00
0140115325 4299 OPER TSF TO DBT SVC - 2012 SERIES C	1,000.00	1,000.00		1,000.00
0140115326 4299 OPER TSF TO DBT SVC - 2013 SERIES A	1,000.00	0.00		0.00
0140115327 4299 OPER TSF TO DBT SVC - 2012 SERIES B 2012 TRANSFER	1,000.00	1,000.00	18,404.17	(17,404.17)
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA	918,175.00	918,175.00		918,175.00
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	170,360.33	170,360.33		170,360.33
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME ENGINE	49,849.00	0.00		0.00
0140115331 4299 OPER TSF TO DBT SVC - SERIES 2017 DEBT SERV REFUNDING	1,000.00	1,000.00		1,000.00

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL.	MARCH, 2017 ACTIVITY	ENDING BAL.
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	1,000.00	1,000.00		1,000.00
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,853.00	25,853.00		25,853.00
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	439,729.50	220,171.90		220,171.90
0140115336 4299 OPER TSF TO DBT SVC - LEASE OF TURNOUT GEAR	80,000.00	0.00		0.00
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A	1,490,500.00	1,490,500.00		1,490,500.00
0140115339 4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES	1,652,500.00	1,652,500.00		1,652,500.00
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	0.00		0.00
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,968.88	244,968.88		244,968.88
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING	395,475.00	395,475.00		395,475.00
0140113090 4299 CONTINGENCY	585,000.00	585,000.00		585,000.00
0140113100 4299 OECD CONTINGENCY	45,000.00	45,000.00		45,000.00
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG. SCRANTON TIMES FRIEDMAN ELECTRIC SUPPLY IAM LOCAL 2462 D. G. NICHOLAS CO. KME FIRE APPARATUS BRIT GLOBAL SPECIALTY USA HR DIRECT ST CATS & DOGS, INC. TS WHEELS BURKE, MICHAEL	850,000.00	849,540.25	3,494.30 75.10 673.60 430.70 6,484.94 616.00 198.93 7,665.00 1,562.99 585.00	827,753.69

DEPARTMENT / ACCOUNT	2017 BUDGET	MARCH, 2017		
		BEGINNING BAL	ACTIVITY	ENDING BAL
0140116270 4299 COURT AWARDS	200,000.00	72,676.20		<u>72,676.20</u>
0140117020 4299 VETERAN'S ORGANIZATION	100.00	100.00		<u>100.00</u>
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	1,000.00		<u>1,000.00</u>

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 65, 2016, AN ORDINANCE ENTITLED "GENERAL CITY OPERATING BUDGET 2017" BY TRANSFERRING \$296,895.00 FROM ACCOUNT NO. 01.401.13090.4299 (NON DEPARTMENTAL EXPENDITURES-CONTINGENCY) TO ACCOUNT NO. 01.080.00083.4260 (DEPARTMENT OF PUBLIC WORKS BUREAU OF HIGHWAYS-RENTAL VEHICLES & EQUIPMENT) TO PROVIDE SUFFICIENT FUNDING FOR THE RENTAL VEHICLES AND EQUIPMENT ACCOUNT THROUGH THE 2017 BUDGET PERIOD.

WHEREAS, it is in the best interest of the City of Scranton that these funds are transferred to provide sufficient funding for the Rental Vehicles and Equipment account through the 2017 budget period.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 65, 2016 be amended by transferring funds as follows:

FROM:

ACCOUNT NO.	AMOUNT
01.401.13090.4299 Non-Departmental Expenditures Contingency	\$296,895.00
TOTAL FROM	\$296,895.00

TO:

01.080.00083.4260 Department of Public Works Bureau of Highways Rental Vehicles & Equipment	\$296,895.00
TOTAL TO	\$296,895.00

The purpose of this transfer is to provide sufficient funding for the Rental Vehicles & Equipment Account through the 2017 budget period.

SECTION 1. In all other respects, File of the Council No. 65, 2016 shall remain in full force and effect.

SECTION 2. 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 3. This Ordinance shall become effective immediately upon approval.

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



DEPARTMENT OF BUSINESS ADMINISTRATION

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

April 3, 2017

Jessica Boyles, Esq.
City Solicitor
Municipal Building
Scranton, PA 18504

Dear Attorney Shrive:

Please prepare an Ordinance for Scranton City Council amending File of the Council No. 65, 2016 (2017 Operating Budget), by transferring funds as follows:

1. FROM:

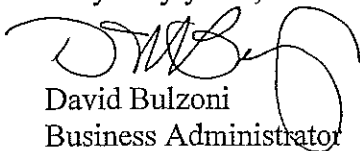
Account #01.401.13090.4299
Non-Departmental Expenditures
Contingency \$296,895.00

TO: Account #01.080.00083.4260
Department of Public Works
Bureau of Highways
Rental Vehicles & Equipment

\$ 296,895.00 *MB*

The purpose of this transfer is to provide sufficient funding for the Rental Vehicles & Equipment account through the 2017 budget period.

Very truly yours,


David Bulzoni
Business Administrator

DMB:nmk

Encls.

Cc: Roseann Novembrino, City Controller
Wayne Beck, City Treasurer
Lori Reed, City Clerk
Denny Gallagher, DPW Director
Becky McMullen, Financial Manager
Andy Marichak, Financial Analyst
Adam Joyce, Senior Accountant



DEPARTMENT OF LAW

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

April 7, 2017

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

RECEIVED

APR 10 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 65, 2016, AN ORDINANCE ENTITLED "GENERAL CITY OPERATING BUDGET 2017" BY TRANSFERRING \$296,895.00 FROM ACCOUNT NO. 01.401.13090.4299 (NON DEPARTMENTAL EXPENDITURES-CONTINGENCY) TO ACCOUNT NO. 01.080.00083.4260 (DEPARTMENT OF PUBLIC WORKS BUREAU OF HIGHWAYS-RENTAL VEHICLES & EQUIPMENT) TO PROVIDE SUFFICIENT FUNDING FOR THE RENTAL VEHICLES AND EQUIPMENT ACCOUNT THROUGH THE 2017 BUDGET PERIOD.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

FILE OF COUNCIL NO. _____

2017

AN ORDINANCE

CLOSING AND VACATING A PORTION OF AN UNNAMED ALLEYWAY BETWEEN SOUTH MAIN AVENUE AND HALSEY COURT IN THE 1200 BLOCK OF SOUTH MAIN AVENUE.

WHEREAS, the portions of an unnamed alleyway described below and shown on Exhibit "A" have never been opened, used, or dedicated by the City of Scranton; and

WHEREAS, a request to vacate said roadways has been received; and

WHEREAS, the City Engineer and City Planner have inspected said right-of-way and recommend its vacation; and

WHEREAS, the Council of the City of Scranton finds that there no longer exists a need for a public right of passage in this right-of-way and the public is no longer benefitted by such a use.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the portion of an unnamed alley described below:

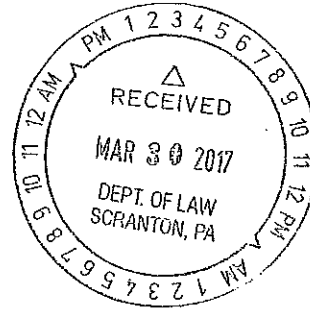
Beginning at the common point of the Easterly right of way of South Main Avenue and the Northernmost corner of Lot 4 Block 2 as designated and laid out on the plot or map of Keystone Land Company, known and described as "Lincoln Heights Annex" which said plot or map is of record in the Office for the Recorder of Deeds in and for the said County of Lackawanna, in Map Book No. 1, Page 83, said point being the place of beginning, thence North Thirteen Degrees, Forty Nine Minutes Twenty Nine Seconds East (N13°49'29"E) Fourteen and Seventy Two Hundredths (14.72) feet along the Right of Way of South Main Avenue, thence South Fifty Eight Degrees, Thirteen Minutes, Thirty One Seconds East (S58°13'31"E) One Hundred Sixty and Six Hundredths (160.06) feet, thence South Fourteen Degrees, Three Minutes, Thirty One Seconds West (S14°3'31"W) Fourteen and Sixty Nine Hundredths (14.69) feet, thence North Fifty Eight Degrees, Thirteen Minutes, Thirty One Seconds West (N58°13'31"W) One Hundred Sixty (160.00) feet to the place of beginning.

Said portion of an unnamed alley, as shown on Exhibit "A," is hereby closed and vacated with the exception of any public or private utility easements in place.

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 interests of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This ordinance shall take effect immediately upon passage.

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



BUREAU OF CITY PLANNING

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

March 30, 2017

Jessica L Boyles, Esq.
City Solicitor
City Hall
Scranton, PA 18503

Re: Request to vacate a portion of an unnamed alley in the

Dear Atty. Boyles:

The City of Scranton has received a request to vacate a portion of an unnamed alley in the 1200 Blk. of S. Main Ave.

I have inspected these unopened roadways and find they have never been opened or used and serve no public use. I recommend that they be vacated.

If you have any further questions regarding this matter please call me at 570-348-4280.

Sincerely,

Donald J. King, AICP, CFM
City Planner

WETZEL, PHILLIPS, RODGERS & FALCONE

ATTORNEYS AT LAW

1170 HIGHWAY 315, SUITE 1

PLAINS, PENNSYLVANIA 18702

(570) 823-0101

FAX (570) 825-7799

TOLL FREE: (877) 803-6424

WEB SITE: CSPRLAW.COM

OF COUNSEL

N. BRIAN CAVERLY
bcaverly@wcsprlaw.com

CHARLES A. SHEA III
(1947-2014)

HONORABLE
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titlelawyer@yahoo.com

BRUCE J. PHILLIPS
bfastastro@aol.com

JOHN P. RODGERS
jrodgers@wcsprlaw.com

SAMUEL A. FALCONE
s.falcone@ymail.com

March 3, 2017

Mr. Don King
City of Scranton, Planner
City Hall
340 N. Washington Ave.
Scranton, PA 18503

RE: Vacating of Alley

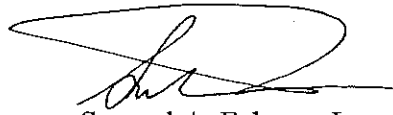
Dear Mr. King:

I represent South Scranton Express Marts, Inc. and Gilbro Realty, Inc. These two entities own adjacent properties in the City of Scranton located at 1227 and 1241 South Main Avenue. There is an abandoned alley which is contained in the legal descriptions of their respective parcels which they would like the City to vacate. I believe Mr. Emmett Mancinelli already mentioned this request to you.

I have enclosed for an affidavit from South Scranton Express Marts, Inc. and Gilbro Realty, Inc. which sets forth their desire to have this alley vacated along with a copy of their respective deeds and the area of the alley to be vacated. I have also enclosed a photograph of the area which shows the alley is clearly blocked off and ends at property lines of the parties.

Please let me know if you need any additional information from me in order to begin vacating this alley. You can reach me on my cell phone at (570)498-9537.

Very truly yours,



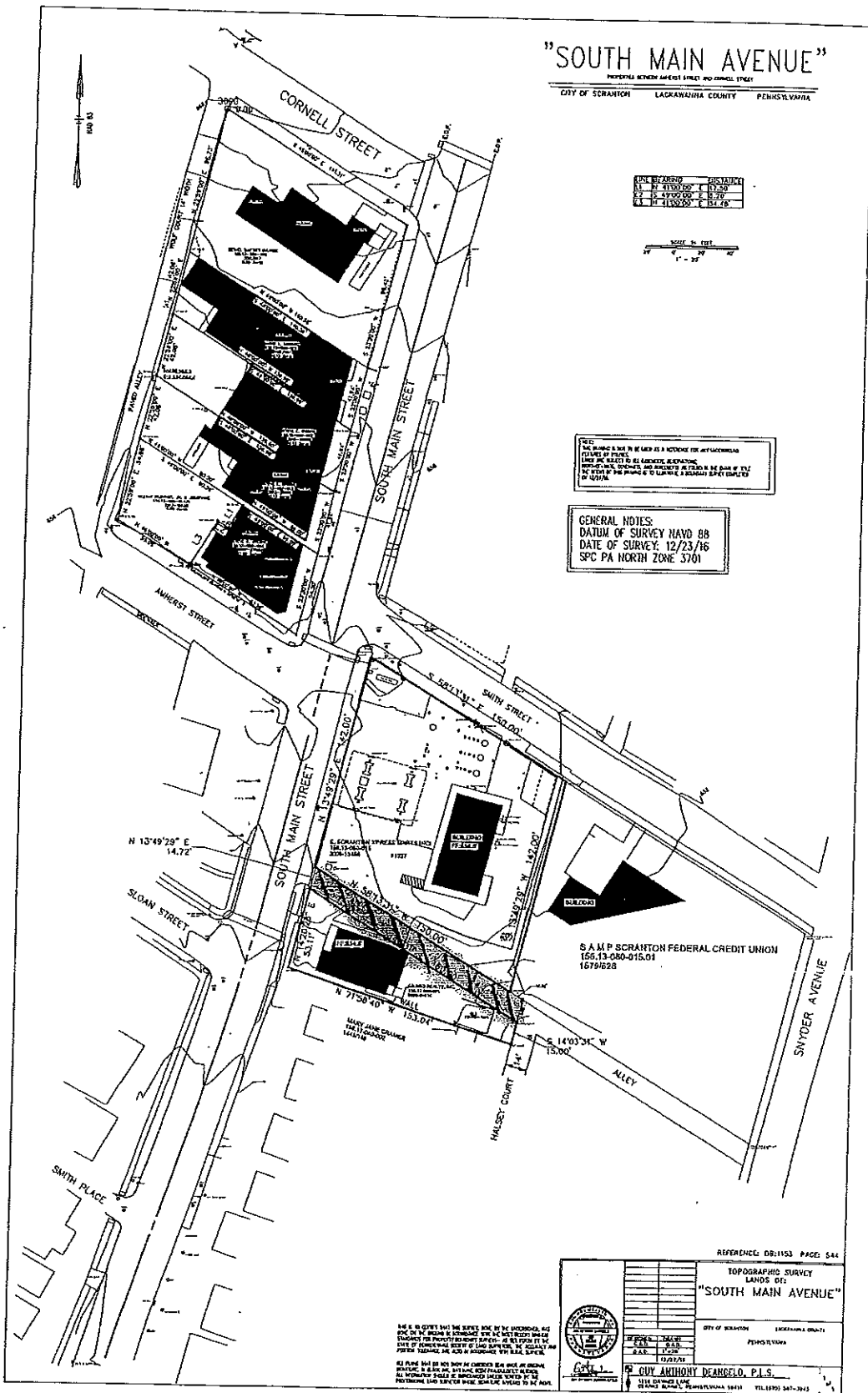
Samuel A. Falcone Jr.

encl.

mg/saf

"SOUTH MAIN AVENUE"

PORTIONS BETWEEN AMHERST STREET AND CORNELL STREET
CITY OF SCRANTON LACRAMAWUTIA COUNTY PENNSYLVANIA



LINE	BEARING	DISTANCE
N 1	N 41°00'00\"	13.20
N 2	N 47°00'00\"	8.70
N 3	N 41°00'00\"	13.14

SCALE IN FEET
1" = 25'

NOTICE: THIS DRAWING IS NOT TO BE USED AS A NOTICE FOR ANY UNRECORDED EASEMENTS OR RIGHTS OF WAY. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER OF THE PROPERTY THAT THERE ARE NO UNRECORDED EASEMENTS OR RIGHTS OF WAY AFFECTING THIS PROPERTY.

GENERAL NOTES:
DATUM OF SURVEY: NAD 83
DATE OF SURVEY: 12/23/16
SPC PA NORTH ZONE 3701

S.A.M.P. SCRANTON FEDERAL CREDIT UNION
155.13-080-015.01
1679/628

REFERENCE: DB:1153 PAGE: 544

TOPOGRAPHIC SURVEY LANDS OF: "SOUTH MAIN AVENUE"	
CITY OF SCRANTON	LACRAMAWUTIA COUNTY
PENNSYLVANIA	
DATE: 12/23/16	BY: GUY ANTHONY DEARCELO, P.L.S.
2115 GUYMON LANE SCRANTON, PENNSYLVANIA 18511 TEL: 8630 347-2915	

THE SURVEYOR HAS BEEN ADVISED BY THE OWNER OF THE PROPERTY THAT THERE ARE NO UNRECORDED EASEMENTS OR RIGHTS OF WAY AFFECTING THIS PROPERTY. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER OF THE PROPERTY THAT THERE ARE NO UNRECORDED EASEMENTS OR RIGHTS OF WAY AFFECTING THIS PROPERTY.

Exhibit A

EXHIBIT "A"



EVIE RAFALKO McNULTY
LACKAWANNA COUNTY RECORDER OF DEEDS
 Scranton Electric Building
 507 Linden Street
 Scranton, Pennsylvania 18503
 (570) 963-6775

Instrument Number - 200913460

Recorded On 6/1/2009 At 10:17:39 AM

* Total Pages - 5

* Instrument Type - DEED

Invoice Number - 129555

User - MN

* Grantor - SUNOCO INC

* Grantee - SOUTH SCRANTON XPRESS MARTS INC

* Customer - HASSEY LEGAL SERVICES

* FEES

STATE TRANSFER TAX	\$13,000.00
STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER OF DEEDS	\$13.00
AFFORDABLE HOUSING	\$13.00
PARCEL CERTIFICATIONS	\$10.00
COUNTY IMPROVEMENT FEE	\$2.00
ROD IMPROVEMENT FEE	\$3.00
SCRANTON SCHOOL	\$6,500.00
REALTY TAX	
SCRANTON CITY	\$32,500.00
TOTAL PAID	\$52,051.50

This is a certification page

DO NOT DETACH

This page is now part of this legal document.

RETURN DOCUMENT TO:
HASSEY LEGAL SERVICES
 304 WILKES-BARRE TWP. BLVD
 WILKES-BARRE, PA 18702

I hereby CERTIFY That this document is recorded in the Recorder of Deeds Office of Lackawanna County, Pennsylvania.



Evie Rafalko McNulty

Evie Rafalko McNulty
 Recorder of Deeds

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



PENNSYLVANIA

0004-2127

SPECIAL WARRANTY DEED

SUNOCO, INC. (R&M), a Pennsylvania Corporation, formerly SUN COMPANY, INC. (R&M), a Pennsylvania Corporation formerly Sun Refining and Marketing Company, a Pennsylvania Corporation, formerly Sun Oil Company of Pennsylvania, a Pennsylvania Corporation, successor by merger to Sun Oil Company, a New Jersey Corporation, 1735 Market Street, Philadelphia, Pennsylvania 19103, GRANTOR, for and in consideration of the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00), the receipt of which is hereby acknowledged, grants and conveys to South Scranton Xpress Marts, Inc., 1227 S. Main Avenue, Scranton, PA 18507, GRANTEE, the heirs or successors and assigns of Grantee, forever, all that certain parcel of Real Estate in the City of SCRANTON, County of LACKAWANNA, Commonwealth of Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof,

Subject to easements, restrictions and conditions of record, easements or restrictions visible upon the ground, any state of facts which an accurate survey would disclose, and a right to repurchase and right of first refusal to Grantor, expiring no later than fifteen (15) years from the date hereof, as set forth in the Agreement of Sale dated February 12, 2009, between Grantor and Grantee.

This document does not include or insure the title to the coal and the 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.

This conveyance is made in the normal course of business of the Grantor herein, and does not constitute the sale of all or substantially all of the assets of the Corporation.

AND THE GRANTOR will warrant specially the property hereby conveyed, subject as aforesaid.

PENNSYLVANIA - SPECIAL WARRANTY

IN WITNESS WHEREOF, SUNOCO, INC. (R&M) has set its hand and seal this 16 day of April, 2009.

SUNOCO, INC. (R&M)

BY: John P. Steel
John P. Steel
Disposition Manager

ATTEST:

Joan C. Scarpa
Joan C. Scarpa
Vice President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) SS

On this 16 day of April, 2009, before me personally appeared John P. Steel who acknowledged himself to be the Disposition Manager of Sunoco, Inc. (R&M), a Pennsylvania corporation, and that he as such Disposition Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Disposition Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Christine M. Pruszk
Notary Public

THIS INSTRUMENT PREPARED BY: ALEXANDER KNAPP
MELLON BANK CENTER, 1735 MARKET STREET, PHILADELPHIA, PENNSYLVANIA
19103.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christine M. Pruszk, Notary Public
City Of Philadelphia, Philadelphia County
My Commission Expires June 8, 2009
Member Pennsylvania Association of Notaries

EXHIBIT A

LEGAL DESCRIPTION OF: 1227 South Main Avenue, Scranton,
Lackawanna County, Pennsylvania 18504.

BEGINNING at a cut spike in a concrete walk at the corner formed by the intersection of the Southeasterly side of South Main Avenue and the Southwesterly side of Smith Street; THENCE extending South forty-eight degrees thirty minutes East along the said side of Smith Street three hundred thirty-four feet and seventy-two one hundredths of a foot to a stake set at the intersection of the said side of Smith Street and the Northwesterly side of Snyder Avenue; THENCE extending South twenty-three degrees thirty-three minutes West along the said side of Snyder Avenue one hundred forty-two feet to a stake set at the intersection of the said side of Snyder Avenue and the Northeasterly side of a Fourteen feet wide alley extending Northwestward into the said South Main Avenue; THENCE extending North forty-eight degrees thirty minutes West along the said side of said alley three hundred thirty-four feet and seventy-two one hundredths of a foot to a stake set at the intersection of the said side of said alley and the Southeasterly side of said South Main Avenue; THENCE extending North twenty-three degrees thirty-three minutes East along said side of South Main Avenue one hundred forty-two feet to the first mentioned POINT and PLACE OF BEGINNING.

SUBJECT to exceptions and reservations of coal and other minerals as set forth in various deeds in the chain of title.

UNDER AND SUBJECT to certain Building Restrictions and Conditions as fully set forth in deeds recorded in Deed Book No. 216, pages 595 and 596.

LESS THE FOLLOWING:

ALL that certain lot or parcel of ground with the improvements thereon erected situate in the City of Scranton, County of Lackawanna, and State of Pennsylvania, more particularly described as follows:

BEGINNING at a point formed by the intersection of the southerly side of Smith Street (40 feet wide) and the westerly side of Snyder Avenue (40 feet wide); THENCE (1) along the westerly side of Snyder Avenue, South 23 degrees 33 minutes West, 142 feet to a point in a 14 feet wide alley; THENCE (2) along the northerly side of said alley, North 48 degrees 30 minutes West, 184.72 feet to a point; THENCE (3) along other lands of seller, North 23 degrees 33 minutes East, 142 feet to a point in the southerly side of Smith Street; THENCE (4) along the southerly side of Smith Street, South 48 degrees 30 minutes East, 184.72 feet to the POINT and PLACE OF BEGINNING.

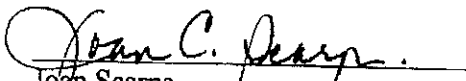
MAP # 15613-080-015

LACKAWANNA COUNTY
CERTIFIED PROPERTY IDENTIFICATION
MUN: 34
PIN: 15613 080 015
USE: 4000 ASSESS VAL: 37400
DATE: 5 29 05 JK
10. 10 CLERK

I, Joan Scarpa, Vice President of Sunoco, Inc. (R&M), hereby certify that by Unanimous Written Consent of Directors, dated December 30, 2003, the following resolution was approved and adopted and that no action has been taken to amend or rescind said resolutions:

RESOLVED, That all, or any one of the individuals holding the following titles, is hereby authorized to enter into, execute and deliver in the name of this Corporation, contracts for the purchase or sale of real and personal property, deeds, leases and easements, government permits and collateral instruments of all kinds related to the acquisition, transfer or use of real and personal property and to perform all acts necessary or desirable in connection with the execution, filing or recording of such instruments; all subject, however, to the expenditure limits contained in the respective Delegations of Authority for real estate transactions currently in force at the time of such transaction:

Operations Administration Manager
 Vice President, Operations
 Real Estate Manager
 Disposition Manager


 Joan Scarpa
 Vice President

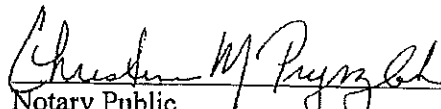
Philadelphia, Pennsylvania

Date: April 16, 2009

Commonwealth of Pennsylvania }
 }SS
 County of Philadelphia }

On this 16 day of April, 2009, before me the undersigned officer, personally appeared Joan Scarpa of Sunoco, Inc. (R&M), known to me to be such person and such officer and acknowledged that the foregoing instrument is a certified copy of a resolution duly adopted by the Board of Directors of Sunoco, Inc. (R&M).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


 Christina M. Prysziak
 Notary Public

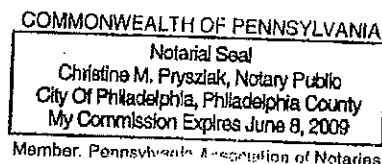
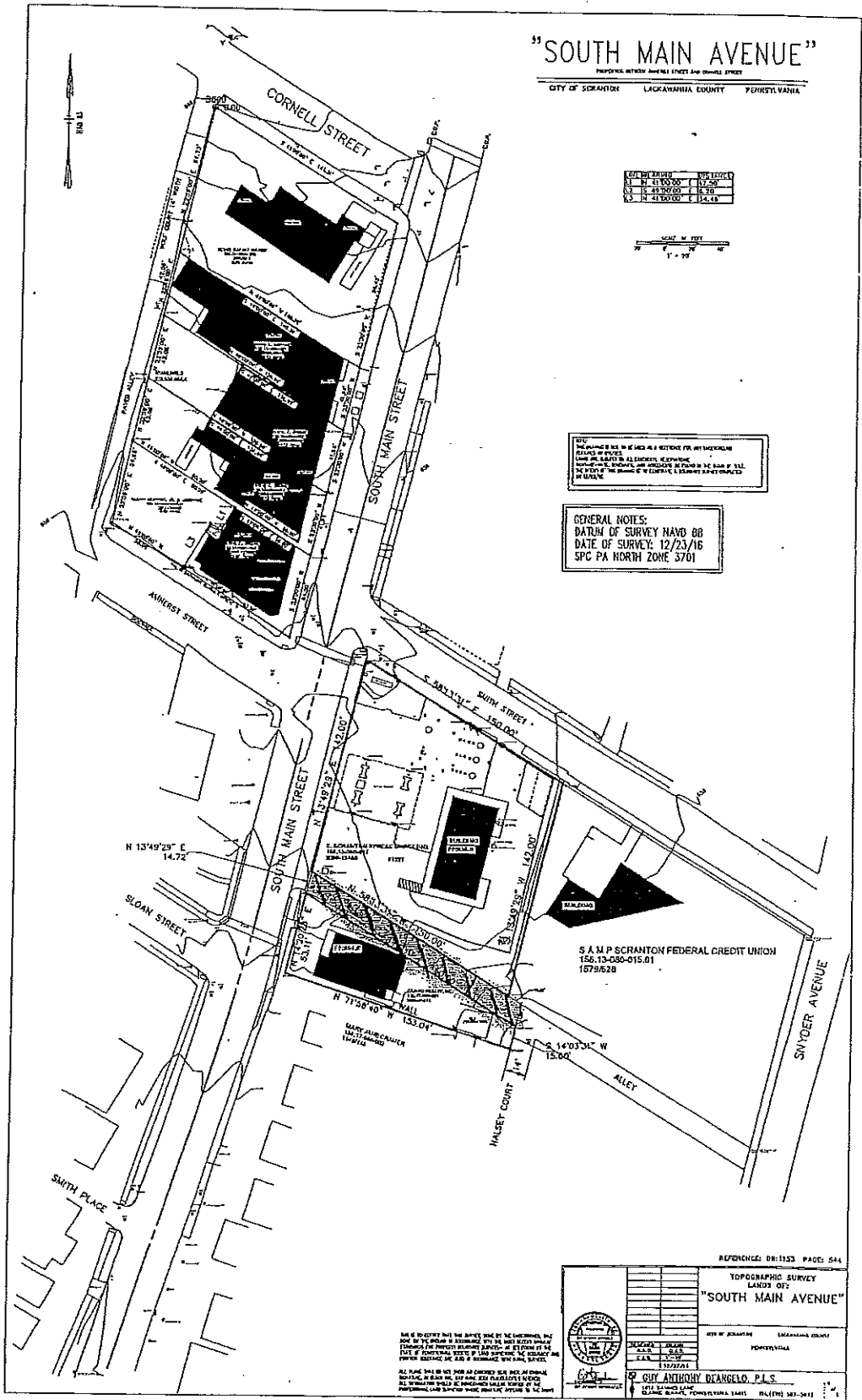
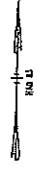


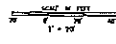
EXHIBIT "B"

"SOUTH MAIN AVENUE"

REPLACES THE SOUTH MAIN STREET AND SLOAN STREET
CITY OF SCRANTON LACKAWANNA COUNTY PENNSYLVANIA



LINE	BEARING	DISTANCE
1	N 41°00'00"	132.50'
2	N 11°45'00"00"	13.30'
3	N 41°00'00"	134.43'



NOTICE: THIS IS A REPRODUCTION OF THE ORIGINAL SURVEY RECORD. THE ORIGINAL SURVEY RECORD IS THE ONLY AUTHORITY FOR THE LOCATION AND DIMENSIONS OF THE PROPERTY DESCRIBED HEREIN.

GENERAL NOTES:
DATUM OF SURVEY NAVD 88
DATE OF SURVEY: 12/23/16
SPC PA NORTH ZONE 3701

S.A.M.P. SCRANTON FEDERAL CREDIT UNION
156.13-050-015.01
1679628

REFERENCE: DB-1553 PAGE 544

TOPOGRAPHIC SURVEY	
LANDS OF:	
"SOUTH MAIN AVENUE"	
CITY OF SCRANTON	LACKAWANNA COUNTY
PENNSYLVANIA	
12/23/16	
BY: GUY ANTHONY DEANGELO, P.L.S.	
1875 BROADWAY, SUITE 100, SCRANTON, PA 18503-1000	
TEL: (717) 347-5411	

THIS IS TO CERTIFY THAT THE SURVEY WAS MADE BY THE INSTRUMENTS, AND THAT THE INSTRUMENTS WERE CALIBRATED AND FOUND TO BE ACCURATE. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1962, AND THE SURVEYOR IS NOT PROVIDING ANY GUARANTEE AS TO THE ACCURACY OF THE SURVEY. THE SURVEYOR IS NOT PROVIDING ANY GUARANTEE AS TO THE ACCURACY OF THE SURVEY.

EXHIBIT "A"



EVIE RAFALKO McNULTY
LACKAWANNA COUNTY RECORDER OF DEEDS
 Scranton Electric Building
 507 Linden Street
 Scranton, Pennsylvania 18503
 (570) 963-8776

Instrument Number - 200901674
 Recorded On 1/27/2009 At 3:03:24 PM

* Total Pages - 4

* Instrument Type - DEED
 Invoice Number - 120854 User - EN
 * Grantor - VARA, JOHN E
 * Grantee - GILBRO REALTY INC
 * Customer - WILLIAM STEPPACHER

*** FEES**

STATE TRANSFER TAX	\$1,100.00
STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER OF DEEDS	\$13.00
AFFORDABLE HOUSING	\$13.00
PARCEL CERTIFICATIONS	\$10.00
COUNTY IMPROVEMENT FEE	\$2.00
ROD IMPROVEMENT FEE	\$3.00
SCRANTON SCHOOL REALTY TAX	\$550.00
SCRANTON CITY	\$2,750.00
TOTAL PAID	\$4,451.50

This is a certification page

DO NOT DETACH

This page is now part of this legal document.

RETURN DOCUMENT TO:
WILLIAM STEPPACHER
 224 ADAMS AVENUE
 SCRANTON, PA 18503
 ATTN: BOX 79

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Lackawanna County, Pennsylvania.



Evie Rafalko McNulty

Evie Rafalko McNulty
 Recorder of Deeds

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



File No. 1-2008-1248

Parcel ID No. 15617-080-001

This Indenture, made the 9th day of January 2009,

Between

JOHN E. VARA AND LYNNE A. VARA, HIS WIFE, OF RR2, BOX 2005,
MOSCOW, PA 18444,

(hereinafter called the Grantors), of the one part, and

GILBRO REALTY, INC., OF 810 MAIN STREET, MOOSIC, PA 18507,

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantors for and in consideration of the sum of ~~one hundred ten thousand~~ and 00/100 Dollars (\$110,000.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, as sole owner

ALL THE SURFACE OR RIGHT OF SOIL ALL THAT CERTAIN lot, piece or parcel of land, situate, lying and being in the City of Scranton, County of Lackawanna and Commonwealth of Pennsylvania, with improvements thereon, more particularly bounded and described as follows:

BEING Lot Numbered Four (4) in Block Number Two (2) as designated and laid out on the plot or map of the said, the Keystone Land Company, known and described as "Lincoln Heights Annex" which said plot or map is of record in the Office for the Recording of Deeds in and for the said County of Lackawanna, in Map Book No. 1, Page 83. Said lot being fifty-three and eleven-one hundredths (53.11) feet in front upon South Main Avenue, one hundred fifty-three and four one-hundredths (153.04) feet in depth on the Southerly side and one hundred sixty (160) feet in depth on the Northerly side of an alley to an alley fourteen (14) feet wide, as shown by said recorded map, and being fifteen (15) feet in width in the rear; together with the appurtenances.

SUBJECT to the same conditions, exceptions, restrictions and reservations as are contained in all prior deeds forming the chain of title.

ASSESSMENT MAP NO.: 15617 080 001.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL, OILS, MINERALS AND GASES 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.

BEING the same premises which SUZANNE J. ANISKA, SINGLE, FORMERLY KNOWN AS SUZANNE J. WHARTON, by her certain Deed dated the 26th day of September 2003, and recorded on September 29, 2003, and recorded in the Office of the Recorder of Deeds of Lackawanna County in Record Book 1055, at Page 289, granted and conveyed unto JOHN E. VARA and LYNNE A. VARA, HIS WIFE, in fee, the Grantors herein.

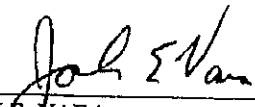
Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.


To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her heirs and assigns, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, her heirs and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, against them, the said Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:


 _____ {SEAL}
JOHN E. VARA

 _____ {SEAL}
LYNNE A. VARA

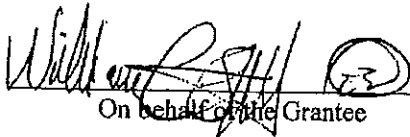
Commonwealth of Pennsylvania } ss
County of Lackawanna

On this the 9th day of January 2009, before me, the undersigned Notary Public, personally appeared **JOHN E. VARA and LYNNE A. VARA**, his wife, known to me (or satisfactorily proven) to be the persons whose names are 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.
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Erin Steppacher, Notary Public
City Of Scranton, Lackawanna County
My Commission Expires Feb. 3, 2009
Member, Pennsylvania Association of Notaries


Notary Public
My commission expires 2-3-09

The address of the above-named Grantee is:
810 Main Street
Moosic, PA 18507


On behalf of the Grantee

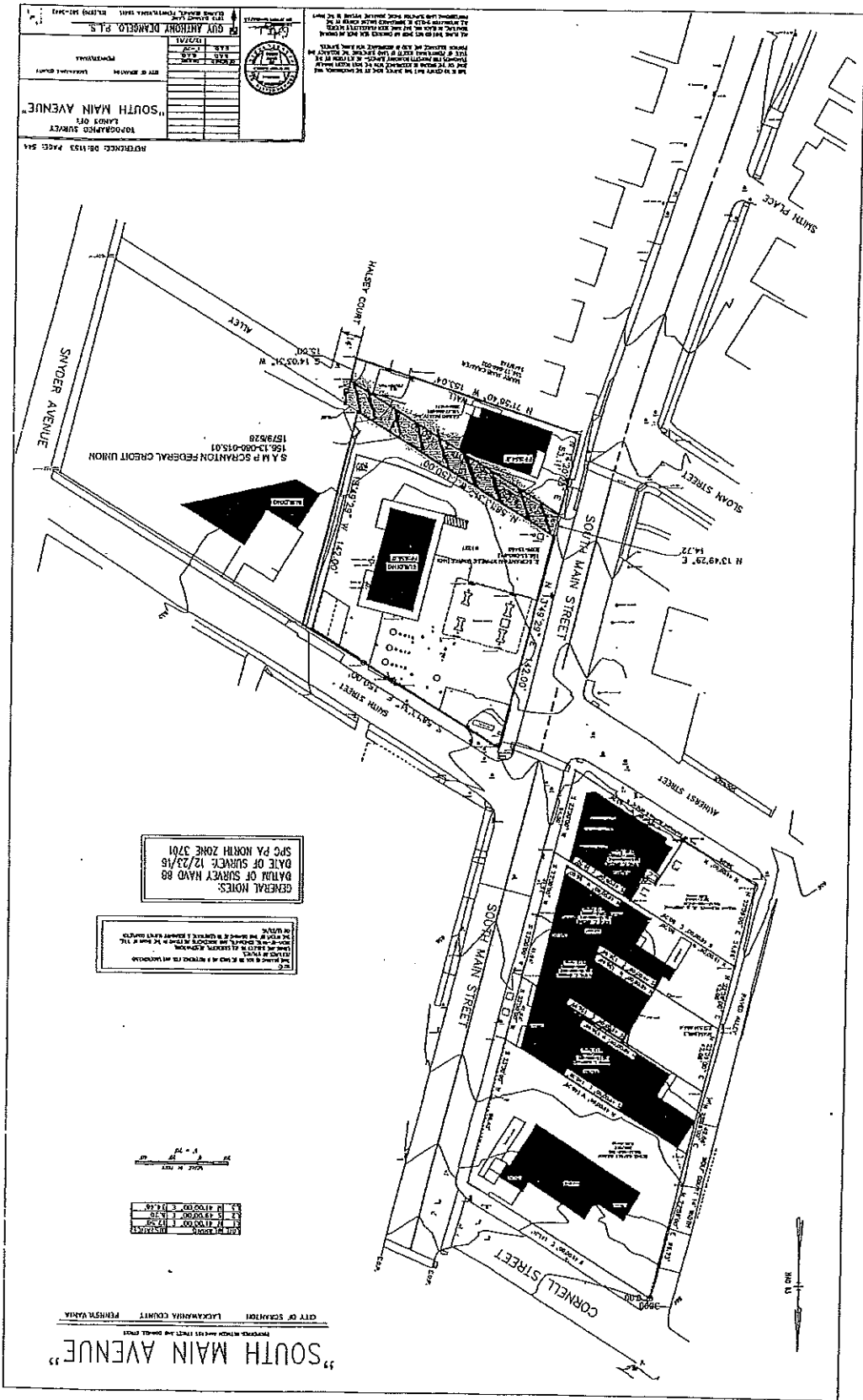
Our File No. 1-2008-1248

Record and return to:

Reliable Abstract

LACKAWANNA COUNTY
CERTIFIED PROPERTY IDENTIFICATION
MUNI: 34
PIN: 1567 080 001
USE: 600 ASSESS VAL: 7400
DATE: 1/27/09 AW
/ 0.00 CLEAR

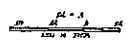
EXHIBIT "B"



REFERENCE: DE 1133 PAGE: 544
 TOPOGRAFICO SURVEY
 LANDS OFF
 "SOUTH MAIN AVENUE"
 LACKAWANNA COUNTY
 STATE OF PENNSYLVANIA
 GUY ANTHONY DEMIGLO, P.L.S.
 12/23/16
 157/98/28
 156.13-080-015-01

GENERAL NOTES:
 DATE OF SURVEY: 12/23/16
 SPC PA NORTH ZONE 3701

THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PENNSYLVANIA SURVEYING ACT OF 1988 AND THE REGULATIONS THEREUNDER. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COMMONWEALTH OF PENNSYLVANIA AND HAS FOUND NO RECORDS THAT WOULD AFFECT THIS SURVEY. THE SURVEYOR HAS ALSO REVIEWED THE RECORDS OF THE COMMONWEALTH OF PENNSYLVANIA AND HAS FOUND NO RECORDS THAT WOULD AFFECT THIS SURVEY.



1" = 20'	1" = 10'	1" = 5'	1" = 2.5'
1" = 10'	1" = 5'	1" = 2.5'	1" = 1.25'
1" = 5'	1" = 2.5'	1" = 1.25'	1" = 0.625'
1" = 2.5'	1" = 1.25'	1" = 0.625'	1" = 0.3125'

CITY OF SCRANTON LACKAWANNA COUNTY PENNSYLVANIA
 "SOUTH MAIN AVENUE"
 PROPERTY RECORDS OFFICE



DEPARTMENT OF LAW

PENNSYLVANIA

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

April 7, 2017

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


RECEIVED
APR 10 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CLOSING AND VACATING A PORTION OF AN UNNAMED ALLEYWAY BETWEEN SOUTH MAIN AVENUE AND HALSEY COURT IN THE 1200 BLOCK OF SOUTH MAIN AVENUE.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 63, 2016, AN ORDINANCE, AS AMENDED, ENTITLED "AMENDING FILE OF THE COUNCIL NO. 155, 1999, AN ORDINANCE ENTITLED "PROVIDING FOR THE LICENSING AND REGULATING OF CONTRACTORS DOING BUSINESS IN THE CITY OF SCRANTON INCLUDING REQUIREMENTS FOR THE GRANTING OF PERMITS AND FEES FOR SAME; PROVIDING PENALTIES AND RIGHTS OF APPEAL" BY ADDING AND DELETING DEFINITIONS, UPDATING THE DEPARTMENT NAME AND DIRECTOR'S TITLE, UPDATING APPLICATION FORMS, THE REQUIREMENTS FOR CONTRACTORS LICENSE, LICENSE FEES, ISSUANCE OF PERMITS, CONFORMANCE TO CODE, REVOCATION, SUSPENSION, DENIAL, PROHIBITED ACTS, STOP WORK, CERTIFICATE OF OCCUPANCY AND TEMPORARY CERTIFICATE OF OCCUPANCY, PERMIT FEES, INSPECTIONS, FINES FOR VIOLATIONS AND APPEALS PROCEDURE AND DELETION OF SECTIONS 17 AND 22 IN THEIR ENTIRETY", BY ADDING UNDER SECTION 1, DEFINITIONS AND INTERPRETATIONS, THE DEFINITION FOR SPECIALTY CONTRACTOR'S LICENSE; ADDING THE LETTER L, UNDER NUMBER 3 IN SECTION 2, CONTRACTORS LICENSE, ADDING SPECIALTY CONTRACTOR; UNDER SECTION 3, APPLICATION FOR LICENSE, ADDING M. REQUIREMENTS FOR A SPECIALTY CONTRACTOR; AND UNDER SECTION 6, LICENSE FEES, ADDING THE FEES FOR MASONRY CONTRACTOR LICENSE, RESIDENTIAL CONTRACTOR LICENSE, AND SPECIALTY CONTRACTOR LICENSE.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON, AND IT IS HEREBY ORDAINED BY AND WITH THE AUTHORITY OF THE SAME AS FOLLOWS:

SECTION 1. DEFINITIONS AND INTERPRETATIONS:

"Specialty Contractor" Any person, partnership, LLC or corporation who offers to work as a specialty contractor (after passing the proper examination, or properly demonstrates proof of experience or received a specific certification) with another to perform contracting work within a specifically defined field conforming to PA UCC standards and related city ordinances within the City of Scranton on residential or commercial buildings. Said contractor's license is for work solely performed for a specific field in building and construction. This term shall not include the construction of new commercial buildings, the removal or cutting of any structural beam or bearing support on commercial buildings, or the removal or change of any required change means of egress on commercial buildings, nor shall the term mean services related to any plumbing, electrical or mechanical work in both residential or commercial buildings conforming to UCC standards. A specialty contractor shall include, inter alia, accessibility contractor, specialty roofing or hvac contractor, environmental remediation contractor, paving contractor, etc.

SECTION 2. CONTRACTORS LICENSE:

3. The following categories of Contractors shall take a written examination to determine the individual's qualifications on the theory and practice of contracting work, or demonstrate proof of experience in said field to be determined at the discretion of the Director of LIPs, or certification in said field by the Department of Labor & Industry or other similar certified organization recognized by the Commonwealth of Pennsylvania or another state. Any person, wishing to sit for an examination must possess the practical experience and requirements, as defined by this Ordinance, in order to be qualified to take the examination. Contractor's include:

- a. General
- b. Master Plumbing
- c. Master Mechanical
- d. Fire Alarm
- e. Automatic Fire Suppression
- f. Automatic Sprinkler
- g. Masonry
- h. Demolition
- i. Roofing
- j. Carpentry
- k. Residential
- l. Specialty

SECTION 3. APPLICATION FOR LICENSE

M. REQUIREMENTS FOR A SPECIALTY CONTRACTOR

Any person applying for a specialty license in the City must meet the following requirements:

- a. After successful completion of examination, an applicant properly demonstrates proof of experience in said field, at the discretion of the Director of LIPs, or if the applicant received and shows proof of certification in said field from the Department of Labor & Industry or other similar certified organization recognized by the Commonwealth of Pennsylvania or another state, a qualified applicant shall be granted a Specialty Contractor License by the Director/BCO.
- b. All applicants must show proof of Property Damage and Public Liability Insurance amounting to \$500,000.00 per person and \$1,000,000.00 per occurrence.

SECTION 6. LICENSE FEES

Masonry Contractor License	\$200.00
Residential Contractor License	\$200.00
Specialty Contractor License	\$150.00

SECTION 7. In all other respects, File of the Council No. 155, 1999 shall remain in full force and effect.

SECTION 8. 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 9. This Ordinance shall become effective immediately upon approval.

SECTION 10. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.



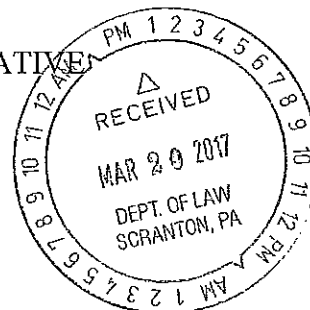
DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4193 • FAX: 570-348-4171

March 20, 2017

Ms. Jessica Boyles Esq.
City Solicitor
Law Department
City Hall

TIME SENSITIVE



**RE: AMENDING FOC # 63 of 2016:
ADDITIONS: SPECIALITY CONTRACTOR & FEE(S)**

Dear Solicitor Boyles,

Please review the following amendments to bring before City Council for their evaluation and encouraged approval. I propose add the following:

The addition of a "Specialty Contractor's License" & fee(s); this is needed because often times contractors are certified or specialize in specific fields outside of the City's licensed categories. Said contractors are commonly certified, qualified or specialized in PA or other States to perform work specific to that field. Said work must still comply with all UCC standards.

Also added was the fee for a Residential Contractor and Masonry Contractor. These fees were supposed to be added to the original legislation but were not.

Attached to this document please find the changes to the Ordinance that I am proposing.

I am requesting Council expedite this legislation by any means necessary.

If you should have any questions, please contact me at your earliest convenience.

Sincerely,

Patrick L. Hinton
Director/ BCO
Licensing, Inspections and Permits

Cc: Thomas Oleski, Deputy Director/BCO



DEPARTMENT OF LAW

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

April 10, 2017

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

RECEIVED


APR 10 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 63, 2016, AS AMENDED, ENTITLED "AMENDING FILE OF THE COUNCIL NO. 155, 1999, AN ORDINANCE ENTITLED "PROVIDING FOR THE LICENSING AND REGULATING OF CONTRACTORS DOING BUSINESS IN THE CITY OF SCRANTON INCLUDING REQUIREMENTS FOR THE GRANTING OF PERMITS AND FEES FOR SAME; PROVIDING PENALTIES AND RIGHTS OF APPEAL" BY ADDING AND DELETING DEFINITIONS, UPDATING THE DEPARTMENT NAME AND DIRECTOR'S TITLE, UPDATING APPLICATION FORMS, THE REQUIREMENTS FOR CONTRACTORS LICENSE, LICENSE FEES, ISSUANCE OF PERMITS, CONFORMANCE TO CODE, REVOCATION, SUSPENSION, DENIAL, PROHIBITED ACTS, STOP WORK, CERTIFICATE OF OCCUPANCY AND TEMPORARY CERTIFICATE OF OCCUPANCY, PERMIT FEES, INSPECTIONS, FINES FOR VIOLATIONS AND APPEALS PROCEDURE AND DELETION OF SECTIONS 17 AND 22 IN THEIR ENTIRETY", BY ADDING UNDER SECTION 1, DEFINITONS AND INTERPRETATIONS, THE DEFINITION FOR SPECIALTY CONTRACTOR'S LICENSE; ADDING THE LETTER L, UNDER NUMBER 3 IN SECTION 2, CONTRACTORS LICENSE, ADDING SPECIALTY CONTRACTOR; UNDER SECTION 3, APPLICATION FOR LICENSE, ADDING M. REQUIREMENTS FOR A SPECIALTY CONTRACTOR; AND UNDER SECTION 6, LICENSE FEES, ADDING THE FEES FOR MASONRY CONTRACTOR LICENSE, RESIDENTIAL CONTRACTOR LICENSE, AND SPECIALTY CONTRACTOR LICENSE.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

NAMING THE RECENTLY INSTALLED ROCKWELL AVENUE BRIDGE IN THE NORTH SCRANTON SECTION OF THE CITY IN HONOR OF GENERAL THEODORE J. WINT.

WHEREAS, on February 23, 2017 officers and members of the General Theodore J. Wint VFW Post No. 25 on Rockwell Avenue in North Scranton attended the City Council meeting and made a formal request that the recently installed Rockwell Avenue Bridge be named in honor of General Theodore J. Wint; and

WHEREAS, General Wint a highly decorated General was born and raised in Scranton and lived on East Market Street, his family home is still there; and

WHEREAS, other than the six (6) months from the end of his term of service with the Lancers and his re-enlistment in the U.S. Army, Wint spent his entire adult life as a soldier, a career that spanned 46 years. General Wint died suddenly at age 62 on March 21, 1907, while still on active duty in the field; and

WHEREAS, VFW Post #25 is the 25th chartered VFW in the country, chartered October, 1917, they are celebrating their 100th anniversary this October and wishes to honor General Wint by having a bridge in his hometown named after him.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the recently installed Rockwell Avenue Bridge in North Scranton section of the City be formally named in honor of General Theodore J. Wint to be known as "General Theodore J. Wint Bridge."

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.

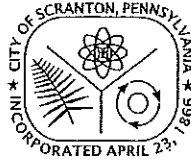
SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Council of the City of Scranton

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

Lori Reed
City Clerk

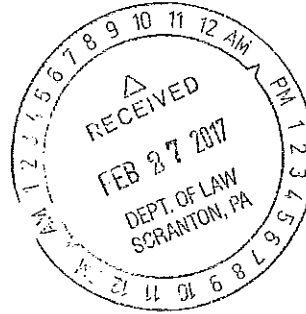
Amil Minora, Esq.
Counsel



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

February 24, 2017

Jessica L. Boyles, Esquire
City Solicitor
340 North Washington Avenue
Scranton, PA 18503



Dear Attorney Boyles:

At the Scranton City Council meeting held February 23, 2017, members of the VFW Post No. 25 were in attendance and made a formal request of Council to name the newly installed bridge on Rockwell Avenue after General Theodore J. Wint. Please see the attached correspondence from Post Commander James Kuchwara detailing the reasons for their request.

The Council is in full support of their request to honor Brigadier General Wint in this manner and respectfully request that a Resolution is drafted to that effect.

If you have any questions, please do not hesitate to contact me. Thank you for your consideration in this matter.

Sincerely,

Lori Reed
City Clerk

Enclosure

cc: Mayor William L. Courtright (w/enclosure)
Scranton City Council



GEN. THEO. J. WINT POST NO. 25

**VETERANS OF FOREIGN WARS
OF
THE UNITED STATES**



2291 Rockwell Avenue
Scranton, Pennsylvania 18508

Phone: (570) 961-2360

February 23, 2017

Scranton City Council Members,

Dear Sirs,

It is with great honor that the officers and members of General Theodore J. Wint VFW Post #25 on Rockwell Avenue in the North Scranton section of the city make the following request: that the recently installed bridge on Rockwell Avenue be named after General Theodore J. Wint.

This highly decorated General (see attached biography) served his country for most of his life. He was born on March 9, 1845 and raised in Scranton on East Market Street; his family home is still standing and is adorned with an American Flag. He was buried in Arlington National Cemetery with full honors on March 25, 1907 where one of the largest and most handsome monuments in the entire cemetery marks his grave.

VFW Post #25 is the 25th chartered VFW in the country, chartered in October 1917 we are celebrating our 100th anniversary this October and cannot think of a more fitting tribute to the General than to have the bridge named in his honor. Fortifications in the Philippines were assigned the name Fort Wint in honor of Brigadier General Theodore J. Wint, it is right and just that a bridge in his home town be named after this decorated patriot.

We request that a resolution be made to name the bridge in his honor.

Respectfully submitted,

James Kuchwara

Commander VFW Post #25

Theodore Jonathan Wint Brigadier General, United States Army

- + Private, Corporal and Sergeant, F Company, 6th Pennsylvania Cavalry – 1861 to 1 July 1864
- + First Lieutenant, 6th Pennsylvania Cavalry – 1 July 1864
- + Honorably Mustered Out of the Voluntary Service – 30 September 1864
- + Second Lieutenant, 4th United States Cavalry – 24 November 1865
- + First Lieutenant – 9 May 1866
- + Captain – 21 April 1872
- + Major, 10th United States Cavalry – 6 May 1892
- + Lieutenant Colonel, 6th United States Cavalry – April 1889
- + Colonel – 2 February 1901
- + Brigadier General – 9 June 1902



General Wint, who was born [in] Scranton, Pennsylvania on March 8, 1845, enlisted as a private in the Lancers at age sixteen in 1861. By June 1864, he wore a sergeant's chevrons, and he was then commissioned first lieutenant on July 1, 1864. He served honorably until the expiration of his term of service on September 30, 1864, when he mustered out of the volunteer service as a nineteen-year-old lieutenant. On February 20, 1865, he re-enlisted as a private in the General Mounted Service of the United States Army, and served in this role until November 24, 1865, when he received a commission as a second lieutenant in the 4th U.S. Cavalry. In May 1866, he was promoted to first lieutenant, serving as regimental adjutant from August 1868 to December 31, 1871, serving under, and gaining regular praise from Ranald S. MacKenzie, generally considered to be the most successful Indian fighter in the Army. On April 21, 1872, he was promoted to captain, and then in May 1892, he was promoted to major and transferred to the 10th U.S. Cavalry, one of the famous "buffalo soldier" regiments consisting of African-American soldiers led by white officers.

April 1899, he was promoted to lieutenant colonel and was again transferred, this time to the 6th U.S. Cavalry. He was promoted to colonel on February 2, 1891, and to brigadier general on June 9, 1902. Wint served in the frontier Indian Wars (1866 to 1888) (where he served with great distinction), in Cuba, during the Spanish-American War (1898) (where he was badly wounded in battle when a Mauser bullet broke his thighbone), China (1900-1901), the Phillipine insurrection (1901-1904) (where he distinguished himself by capturing one of the leaders of the insurgency) and the Army of Cuban Pacification (1906-1907). Ironically, while operating in both Cuba and the Phillipines, Wint served under the command of General Joseph Wheeler, a former Confederate cavalry officer who again donned the blue uniform of the United States Army. The U.S. Army's Phillipines fortifications were named Fort Wint in his honor. General Wint died suddenly of heart disease at the relatively young age of 62 on March 21, 1907, while still on active duty in the field. He was not scheduled to retire until 1909, when he would have been 64, and was a few months shy of receiving one final promotion, this time to major general, had he lived to finish out his career. "General Wint was a quiet man who did things [well]," said Secretary of War, William Howard Taft, upon hearing of Wint's passing.

General Wint was buried in the Arlington National Cemetery, where one of the largest and most handsome monuments in the entire cemetery marks his grave.

Other than the six months from the end of his term of service with the Lancers and his re-enlistment in the U.S. Army, Wint spent his entire adult life as a soldier, a career that spanned 46 years. No member of the Lancers achieved higher military rank than did General Wint. Few American cavalymen accomplished more than he did.





DEPARTMENT OF LAW

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

April 7, 2017

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

RECEIVED

APR 10 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION NAMING THE RECENTLY INSTALLED
ROCKWELL AVENUE BRIDGE IN THE NORTH SCRANTON SECTION OF THE
CITY IN HONOR OF GENERAL THEODORE J. WINT.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MAIN POOL AND CHEMICAL COMPANY, INC. FOR SEASONAL CHEMICALS FOR SWIMMING POOLS EXCLUDING NAY AUG POOL FOR THE CALENDAR YEAR 2017.

WHEREAS, a request for Proposal was advertised for City of Scranton seasonal chemicals for swimming pools excluding Nay Aug Pool for the calendar year 2017 and only one (1) conforming proposal was submitted for review; and

WHEREAS, after review of the proposal submitted it was determined that it would be in the best interest of the City to award the Contract to Main Pool and Chemical Company, Inc. for the reasons provided in the Memo attached hereto from the Director of the Department of Public Works.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Main Pool and Chemical Company, Inc. for seasonal chemicals excluding Nay Aug Pool for calendar year 2017.

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

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

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

CONTRACT

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

**MAIN POOL & CHEMICAL COMPANY, INC.
110 COMMERCE ROAD
DUPONT, PA 18641
PHONE NO. (570) 655-7211**

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 field of supplying seasonal chemicals for swimming pools, excluding Nay Aug pool. The Contractor hereby covenants, contracts, and agrees to furnish Scranton with:

**SEASONAL CHEMICALS FOR SWIMMING POOLS
EXCLUDING NAY AUG POOL
FOR CALENDAR YEAR 2017
PER ATTACHED BID PROPOSAL AND SPECIFICATIONS**

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Main Pool & Chemical Company, Inc. dated March 24, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

- (a) Name of insurance company, policy number, and expiration data;
(b) The coverage required and the limits on each, including the amount of

deductibles or self-insured retentions (which shall be for the account of the Contractor);

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

DIRECTOR DEPARTMENT OF
PUBLIC WORKS

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

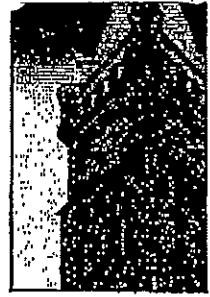
MAIN POOL & CHEMICAL COMPANY, INC.

BY:

TITLE: _____

DATE: _____

Department of Parks and Recreation



SCRANTON

Weston Field
982 Providence Road
Scranton, Pennsylvania 18508
Tel: (570) 348-4186
Fax: (570) 348-0270

March 30, 2017

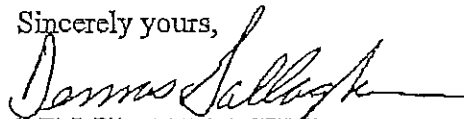
Jessica Boyles, Esq.
City Solicitor
Municipal Building
340 N. Washington Avenue
Scranton, PA. 18503

Dear Atty. Boyles:

After a review of the bid for "SEASONAL CHEMICALS FOR SWIMMING POOLS, EXCLUDING NAY AUG POOL" for Calendar year 2017, it appears that the lowest, most responsible bidder is Main Pool & Chemical Company, Inc..

Thank you for your cooperation in this matter. I look forward to hearing from you soon. If you have any questions, please feel free to contact me.

Sincerely yours,

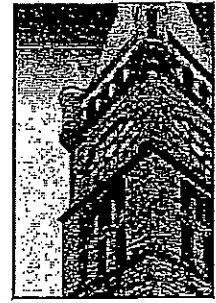
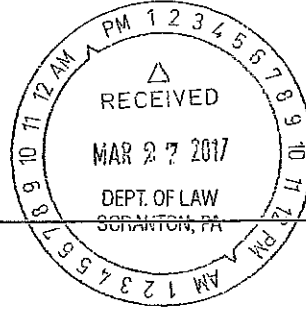

DENNIS GALLAGHER
DIRECTOR

DG/mak

CC: Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Ms Julie Reed, Purchasing Clerk

Department of Business Administration

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



SCRANTON

March 27, 2017

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

Dear Mr. Gallagher,

This is to inform you that bids were opened Monday, March 27, 2017 in City Council Chambers for SEASONAL CHEMICALS FOR SWIMMING POOLS EXCLUDING NAY AUG POOL FOR THE CALENDER YEAR 2017.

Attached are the copies of the bids submitted by the following companies:

Main Pool & Chemical, Inc.

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

Thank you for your cooperation in this matter

Sincerely,

A handwritten signature in cursive script that reads "Julie Reed".

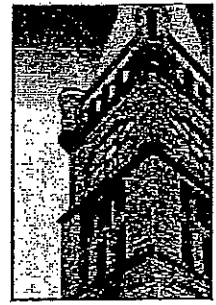
Julie Reed
Purchasing Clerk

Encls.

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

Department of Business Administration

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



SCRANTON

March 6, 2017

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

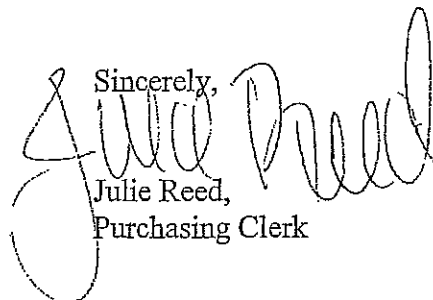
Dear Mr. Gallagher,

This is to inform you that bids will be opened in City Council Chambers on Monday, March 27, 2017 at 10:00 A.M. for the following:

SEASONAL CHEMICALS
FOR
SWIMMING POOLS EXCLUDING NAY AUG POOL
FOR THE CALENDAR YEAR 2017
AS PER SPECIFICATIONS

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

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

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

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 10:00 AM, MONDAY, MARCH 27, 2017, AT WHICH TIME THEY WILL BE READ ALOUD IN CITY COUNCIL CHAMBERS, BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

SEASONAL CHEMICALS
FOR
SWIMMING POOLS EXCLUDING NAY AUG POOL
FOR CALENDAR YEAR 2017
AS PER SPECIFICATIONS

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, (4TH FLOOR) CITY HALL, AND ALL PROPOSALS MUST BE SUBMITTED ON PROPOSAL FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

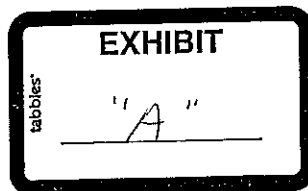
EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF \$500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE.

THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF NOTIFICATION OF THE AWARDING OF THE CONTRACT SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$1,000.00 OF THE TOTAL CONTRACT PRICE AS A GUARANTEE TO FURNISH MATERIAL OR SERVICES AS SPECIFIED.

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

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE SPECIFYING MATERIAL CONTAINED IN BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI
BUSINESS ADMINISTRATOR



PROPOSAL

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

**SEASONAL CHEMICALS FOR
SWIMMING POOLS EXCLUDING NAY AUG POOL
FOR CALENDER YEAR 2017**

PLEASE LIST PRICES ON ATTACHED AS PER SPECIFICATIONS SPECIFICATION SHEET

ACCOMPANYING THIS BID IS A CERTIFIED CHECK AND/OR BID BOND NUMBER _____ FOR THE AMOUNT OF _____, AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN 10 DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF _____.

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN _____ OF THE AWARDING OF THE CONTRACT.

PRINT/TYPE NAME OF BIDDER

DATE _____

SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR
CORPORATION

COMPANY NAME: _____

ADDRESS: _____

IF INCORPORATED, UNDER THE LAWS
OF WHAT STATE?

TELEPHONE NO: _____

FAX NO: _____

SEASONAL CHEMICALS
FOR YEAR 2017

QUANTITY	DESCRIPTION
100 \$ _____	55 GALLON DRUMS OF SODIUM HYPOCHLORITE
100 \$ _____	100 LB. BAGS OF SODIUM BI-CARBONATE-FOOD GRADE DELIVERED
250 \$ _____	100 LB. BAGS OF SODA ASH DELIVERED
20 \$ _____	14 GALLON CONTAINERS OF MURIATIC ACID DELIVERED
10 \$ _____	100 LB. BAGS ALUMINUM SULFATE
100 \$ _____	5 GALLON UNITS OF LIQUID CHLORINE DELIVERED
25 \$ _____	100 LB. BAGS CALCIUM CHLORIDE DELIVERED
25 \$ _____	100 LB. CAUSTIC SODA FLAKES

SPECIFICATIONS

THE ABOVE CHEMICALS WILL BE USED AT VARIOUS CITY OF SCRANTON SWIMMING POOLS AND OTHER SITES.

THE SUCCESSFUL BIDDER MUST HAVE THE CAPABILITY TO DELIVER WITHIN 24 HOURS, ALL REQUESTED MATERIAL ON AN AS NEEDED BASIS.

IT MUST ALSO BE UNDERSTOOD THAT THE CITY OF SCRANTON HAS LIMITED STORAGE AREAS AVAILABLE AND WILL EXPECT THE DELIVERY TO BE PROMPT IN ORDER TO EFFECTIVELY OPERATE ALL FACILITIES.

VENDOR WILL SUBMIT SPECIFICATIONS ON ALL CHEMICALS THAT A BID IS SUBMITTED ON TO THE CITY OF SCRANTON.

**** DUE TO THE NUMEROUS CHEMICAL SPECIFICATION'S, THE CONTRACT WILL BE AWARDED ON AN AVERAGE TO LOWEST MOST RESPONSIBLE BIDDER****

AFFIRMATIVE ACTION CERTIFICATION

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

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

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

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

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

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

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

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

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

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

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

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

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

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE _____

(Name of Bidder)

By _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes
and says that:

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

of _____, the Bidder that has submitted the bid;

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

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

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

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

NON-COLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

(TITLE)

MY COMMISSION EXPIRES _____, 20____

CITY OF SCRANTON
INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 10:00 AM, MONDAY, MARCH 27, 2017, AT WHICH TIME THEY WILL BE READ ALOUD IN CITY COUNCIL CHAMBERS, BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

SEASONAL CHEMICALS
FOR
SWIMMING POOLS EXCLUDING MAY AUG POOL
FOR CALENDAR YEAR 2017
AS PER SPECIFICATIONS

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, (4TH FLOOR) CITY HALL, AND ALL PROPOSALS MUST BE SUBMITTED ON PROPOSAL FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

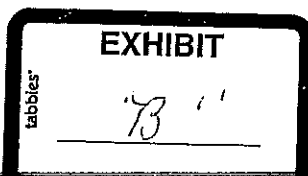
EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF \$500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS THE SAME AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND IS FURNISHED. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE.

THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF NOTIFICATION OF THE AWARDING OF THE CONTRACT SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$1,000.00 OF THE TOTAL CONTRACT PRICE AS A GUARANTEE TO FURNISH MATERIAL OR SERVICES AS SPECIFIED.

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

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE SPECIFYING MATERIAL CONTAINED IN BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI
BUSINESS ADMINISTRATOR



PROPOSAL

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

SEASONAL CHEMICALS FOR SWIMMING POOLS EXCLUDING NAY AUG POOL FOR CALENDER YEAR 2017

PLEASE LIST PRICES ON ATTACHED AS PER SPECIFICATIONS SPECIFICATION SHEET

ACCOMPANYING THIS BID IS A CERTIFIED CHECK AND/OR BID BOND NUMBER 1155 FOR THE AMOUNT OF \$500.00, AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE REQUIRED SURETY BOND.(PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN 10 DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$1000.00.

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN As needed. OF THE AWARDING OF THE CONTRACT.

DATE 3-24-17 PRINT/TYPE NAME OF BIDDER Thomas O'Malley
 SIGNATURE OF BIDDER Thomas O'Malley
 STATE WHETHER INDIVIDUAL PARTNERSHIP OR CORPORATION Corporation COMPANY NAME: Main Pool and Chemical Co.
 ADDRESS: 110 Commerce RD
 IF INCORPORATED, UNDER THE LAWS OF WHAT STATE? Pennsylvania. Duport, Pa 18641
 TELEPHONE NO: 570-655-7211
 FAX NO: 570-655-7488

SEASONAL CHEMICALS
FOR YEAR 2017

QUANTITY	DESCRIPTION
100	\$ <u>67.65</u> 55 GALLON DRUMS OF SODIUM HYPOCHLORITE
100	\$ <u>30.00</u> 100 LB. BAGS OF SODIUM BI-CARBONATE-FOOD GRADE DELIVERED
250	\$ <u>23.00</u> ⁵⁰ / ₁₀₀ LB. BAGS OF SODA ASH DELIVERED
20	\$ <u>29.96</u> ¹⁵ / ₁₅ GALLON CONTAINERS OF MURIATIC ACID DELIVERED
10	\$ <u>25.00</u> ⁵⁰ / ₁₀₀ LB. BAGS ALUMINUM SULFATE
100	\$ <u>10.00</u> 5 GALLON UNITS OF LIQUID CHLORINE DELIVERED
25	\$ <u>24.00</u> ⁵⁰ / ₁₀₀ LB. BAGS CALCIUM CHLORIDE DELIVERED
25	\$ <u>58.00</u> ⁵⁰ / ₁₀₀ LB. CAUSTIC SODA FLAKES

SPECIFICATIONS

THE ABOVE CHEMICALS WILL BE USED AT VARIOUS CITY OF SCRANTON SWIMMING POOLS AND OTHER SITES.

THE SUCCESSFUL BIDDER MUST HAVE THE CAPABILITY TO DELIVER WITHIN 24 HOURS, ALL REQUESTED MATERIAL ON AN AS NEEDED BASIS.

IT MUST ALSO BE UNDERSTOOD THAT THE CITY OF SCRANTON HAS LIMITED STORAGE AREAS AVAILABLE AND WILL EXPECT THE DELIVERY TO BE PROMPT IN ORDER TO EFFECTIVELY OPERATE ALL FACILITIES.

VENDOR WILL SUBMIT SPECIFICATIONS ON ALL CHEMICALS THAT A BID IS SUBMITTED ON TO THE CITY OF SCRANTON.

**** DUE TO THE NUMEROUS CHEMICAL SPECIFICATION'S, THE CONTRACT WILL BE AWARDED ON AN AVERAGE TO LOWEST MOST RESPONSIBLE BIDDER****

AFFIRMATIVE ACTION CERTIFICATION

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

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

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

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

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

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

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

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

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

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

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

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

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

DATE: 3-24-17

Main Pooland Chemical Co Inc
(Name of Bidder)

BY Thomas Onalby

TITLE President.

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE 3-24-17

MainPooland Chemical Company Inc
(Name of Bidder)

By Thomas O'Malley
Title President

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania
COUNTY OF Luzerne

Thomas O'Malley, being first duly sworn, deposes and says that:

1) He is President
(Owner, partner, officer, representative or agent)
of Main Pooland Chemical Co., the Bidder that has submitted the bid;

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

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

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

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

NON-COLLUSION AFFIDAVIT
SIGNATURE PAGE

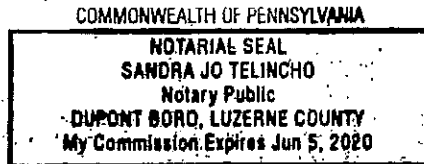
SIGNED *Tomas Malley*
President
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24th DAY OF March, 2017

Sandra J. Telincho
Notary
(TITLE)

MY COMMISSION EXPIRES 6-5, 2020



FNCB

102 E. Drinker St. Dunmore, PA 18512

CERTIFIED CHECK

3-0313
0313

No. 1155

Date: March 24, 2017

Five Hundred and 00/100*****

DOLLARS

Pay to the
Order of CITY OF SCRANTON

Amount \$ *****500.00

MAIN POOL AND CHEMICAL

Memo

NON-NEGOTIABLE

Authorized Signature

CUSTOMER COPY

PLEASE DETACH BEFORE DEPOSITING AND RETAIN FOR YOUR RECORDS

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

FNCB

102 E. Drinker St. Dunmore, PA 18512

CERTIFIED CHECK

3-0313
0313

No. 1155

Date: March 24, 2017

Five Hundred and 00/100*****

DOLLARS

Pay to the
Order of CITY OF SCRANTON

Amount \$ *****500.00

MAIN POOL AND CHEMICAL

Memo

Mary Dethlefs
Nathan Linnapple

NO SIGNATURE REQUIRED ON CHECKS OVER \$5,000.00

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈001155⑈ ⑆031303132⑆ 200010362⑈



DEPARTMENT OF LAW

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

April 12, 2017

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

RECEIVED


APR 12 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MAIN POOL AND CHEMICAL COMPANY, INC. FOR SEASONAL CHEMICALS FOR SWIMMING POOLS EXCLUDING NAY AUG POOL FOR THE CALENDAR YEAR 2017.

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 GRANT AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION (“DEP”) FLOOD PROTECTION GRANT PROGRAM TO ACCEPT GRANT FUNDS IN THE AMOUNT OF UP TO \$30,600.00 FOR REHABILITATION ASSISTANCE FOR DAMAGE FROM RAIN FALL TO LINDY CREEK IN 2016.

WHEREAS, on August 11, 2016, the Director of the Department of Public Works sent a Rehabilitation Assistance Request letter on behalf of the City of Scranton to Colonel Chambetlayne, District Engineer, U. S. Army Corps of Engineers, for rehabilitation assistance for damage to the Lindy Creek caused as the result of rain fall on August 1, 2016. As a result of the storm, the Lindy Creek Project incurred significant damage and needs to be brought back to as-built condition. A copy of said letter is attached hereto as Exhibit “A”; and

WHEREAS, the Department of the Army represented by the District Engineer, Baltimore District, U.S. Army Corps of Engineers has offered assistance with the restoration of Lindy Creek and will fund 80 % of the Rehabilitation Effort costs, estimated not to exceed \$154,000, with the City contributing 20% of said costs; and

WHEREAS, by letter dated February 22, 2017, from Andrew J. Orlovsky, P.E. from the Department of Environmental Protection, the City of Scranton has received a Grant through the Department of Environmental Protection (“DEP) Flood Protection Grant Program through which DEP will provide 100 % of the City’s share, up to a maximum of \$30,600, of the construction related costs to repair damage to the Flood Protection Project under the Federal PL 84-99 program managed by the U. S. Army Corps of Engineers; and

WHEREAS, a copy of the Grant Agreement between the City of Scranton (“Grantee”) and the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of Water Management (“Department”) to be executed by the City and DEP is attached hereto as Exhibit “B” and incorporated herein by reference hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON the Mayor and other appropriate City officials are the execute and enter into a Grant Agreement with the Commonwealth of Pennsylvania, Department of Environmental Protection (“DEP”) Flood Protection Grant Program to accept grant funds in the amount of up to \$30,600.00 for rehabilitation assistance for damage from rain fall to Lindy Creek in 2016.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable without 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.



DEPARTMENT OF PUBLIC WORKS

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

August 11, 2016

Colonel Edward P. Chamberlayne
District Engineer
U.S. Army Corps of Engineers – Baltimore District
10 South Howard Street
PO Box 1715
Baltimore, MD 21203

RE: PL 84/99 Rehabilitation Assistance Request

Dear Colonel Chamberlayne,

On behalf of the City of Scranton, I am submitting the following information for your review and consideration for rehabilitation assistance for damage caused by the recent rain fall of August 1, 2016. As a result of the storm, the Lindy Creek Project, which was recently repaired and just inspected by the D.E.P. and the Army Corps of Engineers (both having photos), has just incurred significant damage. If needed, the City also has some before damage video of the Lindy Creek Project.

The scope of the work that needs to be done is to the rip-rap, and the removal of debris from the upper and lower basins so that the project can be brought back to as-built condition. An early estimate put the cost of the work needed at just under \$20,000, however, the City continues to seek other estimates.

On behalf of the Mayor William L. Courtright, I would like to thank you for your consideration of our needs and look forward to discussing this matter with you.

Sincerely,

Dennis Gallagher
Director of Public Works
City of Scranton
101 West Poplar Street
Scranton, PA 18508
Phone: 570-348-4180
Fax: 570-348-0197

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WATERWAYS ENGINEERING





pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF WATERWAYS ENGINEERING AND WETLANDS

February 22, 2017

Mr. Joseph Weschler
President/Chairperson
City of Scranton
340 North Washington Avenue
Scranton, PA 18503

Re: DEP File No. C35:24

Dear Mr. Weschler:

Reference is made to discussions involving a grant agreement between the City of Scranton and the Department of Environmental Protection (DEP) through which the DEP would provide 100 percent of the City's share of the construction related costs to repair damages to your Flood Protection Project under the Federal PL 84-99 program managed by the U.S. Army Corps of Engineers.

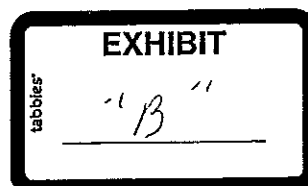
I have enclosed one copy of the Grant Agreement and three additional signature pages for review and execution by the City. Please review the entire packet, especially Attachments D and E, sign each of the four copies and return all copies to me. A fully executed original agreement will be returned for your files upon completion of DEP's processing.

Should you have any questions, please contact me at 717.783.7480 or by e-mail at aorlovsky@pa.gov.

Sincerely,

Andrew J. Orlovsky, P.E.
Chief
Completed Projects Section
Division of Project Inspection

Enclosures



**DEP GRANT AGREEMENT -
FLOOD PROTECTION GRANT PROGRAM**

This Grant Agreement is entered into, by and between the City of Scranton, 340 Washington Avenue, Scranton, PA 18503, a municipality ("Grantee"), and the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of Water Management, P.O. Box 8460, Harrisburg, PA 17105-8460 ("Department" or "DEP").

WITNESSETH:

WHEREAS, the Grantee has been approved for Rehabilitation Assistance under PL 84-99 to repair a portion of their Flood Protection Project ("Project") damaged due to 3 inches of precipitation July 30, 2016, which resulted in flooding, excess erosion, and excess sedimentation;

WHEREAS, the Grantee is responsible to share the costs to complete the Project rehabilitation work in the amount of 20% of the total construction costs;

WHEREAS, Grantee has requested the shared funds from DEP;

WHEREAS, DEP has agreed to provide 100% of the Grantee's share of the funding to complete the work;

WHEREAS, Section 6 of the Act of June 5, 1947 (P.L. 422), as amended, authorizes the Department to enter into contracts and other agreements with municipalities for cooperation and assistance in planning, constructing, financing, maintaining and operating works and improvements deemed necessary to prevent floods; and

WHEREAS, Section 1905-A(a) of the Administrative Code of 1929 (71 P.S. 51 et seq.) authorizes the Department to cooperate with municipalities for flood protection purposes.

NOW, THEREFORE, the Grantee and DEP, in consideration of the foregoing and intending to be legally bound hereby, agree as follows:

1. MAXIMUM GRANT DOLLAR AMOUNT – DEP grants to Grantee the amount not to exceed \$30,600.00.

2. GRANT TERM – This Grant Agreement shall not be a legally binding agreement until this Grant Agreement is fully executed by the Commonwealth. The term of this Grant Agreement shall commence on the date this Agreement is fully executed by the Commonwealth,

and shall terminate three (3) years from the later to occur of: (a) the Project Completion Date (as defined below); or (b) the date of final payment.

3. PERIOD OF PERFORMANCE – Upon full execution of this Grant Agreement, Project work: (a) may, at the discretion of the Department, be reimbursed from February 10, 2017, through the date of full execution; and (b) shall be paid for from the date of full execution through June 30, 2019 (the “Project Completion Date”). All Project work under this Grant Agreement shall be completed no later than the Project Completion Date.

4. STANDARD COMMONWEALTH ATTACHMENTS – Grantee shall comply with the terms and conditions applicable to “Contractor” in the following standard Commonwealth attachments, each attached hereto and made a part hereof:

Attachment A – Provisions for Commonwealth Contracts

Attachment B – Nondiscrimination/Sexual Harassment Clause

5. DEP GENERAL CONDITIONS – Grantee shall perform all Project work in accordance with the referenced General Conditions attached hereto as Attachment C and made a part hereof. For the purposes of this attachment, “Grantee” and “Contractor” are synonymous. See Attachment C – DEP General Conditions.

6. SCOPE OF WORK; BUDGET – Grantee shall perform all Project work in accordance with the Project Scope of Work set forth in Attachment D hereto and made a part hereof. Grantee shall incur expenses under this Grant Agreement and DEP shall pay Grantee for Project work in accordance with the Budget included in Attachment D and in accordance with the Special Conditions (Attachment E) described in Paragraph 7 below. See Attachment D – Project Scope of Work and Budget.

7. SPECIAL CONDITIONS – Grantee shall perform all Project work in accordance with the following grant program-specific special conditions attached hereto as Attachment E and made a part hereof. See Attachment E – Special Conditions.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

ATTEST/WITNESS:

CITY OF SCRANTON

City Clerk

~~President/Chairperson~~ Mayor

Federal I.D. Number 24-6000704
SAP Vendor Number 141721

WITNESS:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Dana Aunkst
Deputy Secretary for Water Programs

APPROVED AS TO LEGALITY AND FORM:

Chief/Assistant Counsel, DEP

PRE-APPROVED (7C-FA-28.0)
Office of General Counsel

PRE-APPROVED (7C-FA-28.0)
Office of Attorney General

I hereby approve this agreement and certify that funds
in the amount of \$30,600.00 are available under
Appropriation
6007200001 3533109000 3531035035 6600401 Budget Period 0000

Comptroller

GR#: _____

CITY OF SCRANTON

ATTEST:

BY: _____
Lori Reed, City Clerk

BY: _____
William L. Courtright, Mayor

Date: _____

Date: _____

BY: _____
Roseann Novembrino, City Controller

Date: _____

APPROVED AS TO FORM:

BY: _____
Jessica L. Boyles, Esq., City Solicitor

Date: _____

ATTACHMENT A – PROVISIONS FOR COMMONWEALTH CONTRACTS

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

I. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- A. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- B. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- C. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth, and "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.
- D. "Financial Interest" means either:
 - 1) Ownership of more than a five percent interest in any business; or
 - 2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- E. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- F. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

II. **In furtherance of this policy, Contractor agrees to the following:**

- A. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

B. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

C. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

D. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

E. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:

- 1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- 2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- 3) had any business license or professional license suspended or revoked;
- 4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- 5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly; the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due

to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

F. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

G. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

H. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

I. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

J. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

OFFSET PROVISION

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- A. The Contractor must certify, in writing, for itself and all its subcontractors, as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- B. The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- C. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- D. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
- E. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.
- F. The Contractor may obtain the current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone Number: (717) 783-6472
FAX Number: (717) 787-9138

THE AMERICANS WITH DISABILITIES ACT

- I. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- II. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

RIGHT TO KNOW LAW

- I. **If this contract is a grant agreement:**
 - A. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth Agency.
 - B. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
 - C. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
 - D. If the Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by the representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

F. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

I. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

II. If this contract is a lease agreement:

A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Lease. For the purpose of these provisions, the term "Commonwealth" shall refer to the Department of General Services or the tenant Commonwealth agency.

B. If the Commonwealth needs the Lessor's assistance in any matter arising out of the RTKL related to this Lease, it shall notify the Lessor using the legal contact information provided in this Lease. The Lessor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

C. Upon written notification from the Commonwealth that it requires the Lessor's assistance in responding to a request under the RTKL for information related to this Lease that may be in the Lessor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Lessor shall:

- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Lessor's possession arising out of this Lease that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Lease.

D. If the Lessor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Lessor considers exempt from production under the RTKL, the Lessor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Lessor explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from the Lessor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Lessor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

F. If the Lessor fails to provide the Requested Information within the time period required by these provisions, the Lessor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse the Lessor for any costs associated with complying with these provisions only to the extent allowed under that fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. The Lessor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Lessor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Lessor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

I. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as the Lessor has Requested Information in its possession.

III If this contract is other than a grant or lease agreement:

A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Contract. For the purpose of these provisions, the term "Commonwealth" shall refer to the contracting Commonwealth agency.

B. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

C. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Contractor shall:

- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
- 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

D. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth determination.

F. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of the Requested Information pursuant to the RTKL.

I. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM (PEPP):

I. For Procurement Contracts:

A. The Commonwealth will make contract payments through the Automated Clearing House (ACH) Network. Within 10 days of award of the contract or purchase order, the Contractor must

submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).

B. Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the Department's payment to the invoice submitted.

C. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

D. Contractor may enroll for PEPP at:

<http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

II. For Grant Contracts:

A. The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH) Network. Within 10 days of the grant award, the Grantee must submit or must have already submitted its ACH information to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101.

B. The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the Department's payment to the respective invoice or program.

C. It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

D. Grantee may enroll for PEPP at:

<http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

ATTACHMENT B

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

ATTACHMENT B

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

ATTACHMENT B

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE
[Deposit of Commonwealth Funds]**

The Contractor agrees:

1. In the hiring of any employee(s) for the performance of work, or any other activity required under the contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission. ("EEOC") and shall file an annual EEO-1 report with the EEOC as

ATTACHMENT B

required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
GENERAL CONDITIONS**

1. Legality - All work under this Agreement shall be performed in accordance with applicable statutes, rules, and regulations of the Federal, State, and local governments.
2. Subcontracts - No contract or agreement may be entered into by the Contractor for execution of the project activities or provision of services to the project (other than purchases of supplies, or standard commercial or maintenance services) which is not incorporated in the approved Project Scope of Work or approved in advance by the Department. Any such arrangements shall provide that the Contractor will retain ultimate control and responsibility for the project, and that the subcontractor shall be bound by these conditions and any other requirements applicable to the Contractor in the conduct of the project.
3. Changes - The parties to the Agreement hereby agree to execute minor adjustments to this Agreement via a letter of mutual consent. Any significant adjustments to this Agreement shall, however, require a formally executed amendment. Significant adjustments shall include:
 - A. Changes to the scope of work involving the addition of specific work tasks.
 - B. Changes in payment terms. However, reallocation of contract budget category dollar amounts to and from other budget categories shall be considered minor adjustments, as long as the maximum contract dollar amount payable by Department to Contractor is not exceeded.
 - C. Increase in the maximum grant dollar amount to be paid by the Department to the Contractor.
4. Suspension - When the terms and conditions of this Agreement are not materially being met, the Department may, upon written notice to the Contractor, suspend the Agreement until corrective action has been taken to the satisfaction of the Department, or until the Agreement is terminated.
5. Assignment - Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of State or Federal antitrust laws are, in fact, borne by the Commonwealth. As part of the consideration for the award of this Agreement, and intending to be legally bound hereby, Contractor assigns to the Commonwealth all right, title, and interest in and to any claims Contractor now has or may hereafter acquire under State or Federal antitrust laws relating to the goods or services which are the subject of this Agreement.
6. Termination - The Department may terminate the Agreement in whole, or in part, at any time before the Project completion date:

- A. Whenever it is determined that the terms and conditions of the Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by the Department. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
 - B. In the event that anticipated State and/or Federal funds are not obtained or continued at a sufficient level.
 - C. At the discretion of the Department upon written notification to the Contractor with effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
7. Extension of Time - Extensions of the Agreement period of performance for additional periods beyond its established Project completion date are minor adjustments which may be accomplished by a letter of mutual consent, subject to the approval of the Department Comptroller.
8. Conflict of Interest -
- A. Interest of members of the Commonwealth and others - No officer, member, or employee of the Commonwealth, and no member of its General Assembly who exercises any function or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the Commonwealth, and no member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
 - B. Interest of Contractor - The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in the performance of this Agreement, it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of directors of the Contractor or any of its officers have such adverse interest.
9. Hold Harmless - Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by Contractor.
10. Payments - Payment will be made to the Contractor as stipulated in the Agreement or Attachment B, as applicable. In the event Contractor has a current environmental violation, payment may be withheld from Contractor until the environmental violation is resolved to the satisfaction of the Department.
11. Interest Payments - For purposes of the interest payments required under Act 266 of 1982, if additional work is directed by the Department which is not included herein, and no Agreement amendment has been executed by the parties for said work, or if the term of this Agreement has expired, payment will not be due hereunder until after the Agreement amendment for additional work or time extension has been fully executed by all of the parties.

12. Disputes - All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement, or any part thereof, or any breach of said Agreement arising thereunder, shall be referred to the Board of Claims of the Commonwealth of Pennsylvania (as set forth in the Act of May 20, 1937 (P.L. 728, No.193), as amended, 72 P.S. §4651-1 et seq.), or otherwise resolved in accordance with applicable law.
13. Fiscal Records - Contractor agrees to maintain books, records, documents, correspondence, and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively referred to as "the records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this Agreement, and in accordance with generally accepted accounting principles and the Department's fiscal regulations and guidelines.
14. Retention of Records - The records shall be retained and be made available for audit for a period of three (3) years after final payment is made and the Agreement has expired, and all other pending matters are resolved.
15. Right to Audit - The Department and the Office of Auditor General, or any of their duly authorized representatives, shall have access to the records of the Contractor for the purpose of making an audit of financial transactions, compliance with Agreement terms, and an evaluation of Agreement performance. It is further understood that the Department is authorized to make examination, excerpts, copies, and transcriptions of such records during the course of an audit.
16. Copyright and Patent Indemnity - The Contractor shall indemnify and hold the Commonwealth harmless from and against any damages or suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright or patent arising out of the performance of this Agreement, including all work, services, materials, reports, supplies, and computer programs provided by the Contractor.
17. Copyright and Publication Rights - All publication rights and copyrights, in the documentation produced by the Contractor in connection with the work provided for under this Agreement, shall rest with the Commonwealth. The Contractor shall not publish any of the results of the work without the written permission of the Department.
18. Sensitive Information - The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies including the Department, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. Furthermore, personal data, including names and addresses obtained in conjunction with grant activities, shall not be used in any manner other than that contained in the scope of work. Such information shall not be sold or used to create solicitation lists of any kind, including donor solicitation lists.
19. Indirect Costs - Where indirect costs are part of the amount charged the Department, the method of determining those costs must be identified with sufficient documentation to support its use. Regardless of the method used to calculate indirect costs, the amount charged must not exceed actual costs incurred.

PROJECT SCOPE OF WORK AND BUDGET

Scope of Work

Repair high water damage to the City of Scranton's Flood Protection Project, notably replacing riprap at the project's debris basin that was subject to erosion and removing sediment and debris that has deposited into the project's concrete flood reduction channel.

Estimated Cost and Approved Reimbursement Percentage

\$30,600.00

100 Percent (100%)

Approved Grant Amount

\$30,600.00

**FLOOD PROTECTION GRANT PROGRAM
SPECIAL CONDITIONS**

1. Upon submission of an initial invoice by Grantee, the Department will provide advanced payment to the Grantee of an amount of 100% of the approved estimated cost of the Project Scope of Work as described in ATTACHMENT D.
2. Upon receipt of advance payment of funds from the Department, Grantee shall promptly deposit the funds in a separate interest-bearing account in a bank or other financial institution insured by the FDIC, FSLIC or equivalent insurer. The advance payment funds, and any interest earned thereon, may be expended by the Grantee to fulfill the objectives of this Agreement.

If, at Project completion date, the total allowable expenditures are less than the advance payment and interest earnings, the unused funds must be promptly returned to the Department.

3. Approved costs shall be 20% of all USACE rehabilitation work costs necessary to complete the Scope of Work, not to exceed \$30,600.00, as invoiced by USACE.
4. The Grantee shall obtain the necessary permits, approvals, lands, easements and rights-of-way in execution of the Scope of Work.
5. The Grantee shall be responsible for continued maintenance of the Project including the work completed pursuant to this Grant.
6. The Grantee shall notify the Department upon completion of work to arrange for an inspection of the work.
7. The amount paid by the Grantee to the USACE will be based upon the engineer's cost estimate. Upon completion of work, a final adjustment will be made based upon actual construction related costs. If the final project cost is less than the engineer's estimate and money is refunded to the Borough by the USACE, then the Borough shall repay that amount plus any unused interest to DEP. If the final project cost exceeds the engineer's estimate, the Borough is responsible for the payment.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

ATTEST/WITNESS:

CITY OF SCRANTON

City Clerk

~~President/Chairperson~~ Mayor

Federal I.D. Number 24-6000704
SAP Vendor Number 141721

WITNESS:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Dana Aunkst
Deputy Secretary for Water Programs

APPROVED AS TO LEGALITY AND FORM:

Chief/Assistant Counsel, DEP

PRE-APPROVED (7C-FA-28.0)
Office of General Counsel

PRE-APPROVED (7C-FA-28.0)
Office of Attorney General

I hereby approve this agreement and certify that funds
in the amount of \$30,600.00 are available under
Appropriation
6007200001 3533109000 3531035035 6600401 Budget Period 0000

Comptroller

GR#: _____

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

ATTEST/WITNESS:

CITY OF SCRANTON

City Clerk

~~President/Chairperson~~ Mayor

Federal I.D. Number 24-6000704
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Comptroller

GR#: _____

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

ATTEST/WITNESS:

CITY OF SCRANTON

City Clerk

~~President/Chairperson~~ Mayor

Federal I.D. Number 24-6000704
SAP Vendor Number 141721

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

WITNESS:

Dana Aunkst
Deputy Secretary for Water Programs

APPROVED AS TO LEGALITY AND FORM:

Chief/Assistant Counsel, DEP

PRE-APPROVED (7C-FA-28.0)

Office of General Counsel

PRE-APPROVED (7C-FA-28.0)

Office of Attorney General

I hereby approve this agreement and certify that funds
in the amount of \$30,600.00 are available under
Appropriation
6007200001 3533109000 3531035035 6600401 Budget Period 0000

Comptroller

GR#: _____



DEPARTMENT OF LAW

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

April 12, 2017

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

RECEIVED

APR 12 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") FLOOD PROTECTION GRANT PROGRAM TO ACCEPT GRANT FUNDS IN THE AMOUNT OF UP TO \$30,600.00 FOR REHABILITATION ASSISTANCE FOR DAMAGE FROM RAIN FALL TO LINDY CREEK IN 2016.

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 COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF SCRANTON FOR REHABILITATION OF NON-FEDERAL FLOOD CONTROL WORK IN SCRANTON, PENNSYLVANIA ON LINDY CREEK.

WHEREAS, by written correspondence, the City of Scranton (hereinafter referred to as the "Public Sponsor") requested the assistance of the Department of the Army (hereinafter referred to as the "Government") with the restoration of Lindy Creek, due to flooding in August, 2016, in accordance with 33 U.S.C. 701n and established policies of the U.S. Corps of Army Engineers; and

WHEREAS, this Agreement by and between the Government, represented by the District Engineer, Baltimore District, U.S. Army Corps of Engineers, and the Public Sponsor, represented by its Mayor, pursuant to 33 U.S.C. 701n, authorizes the Government to assist in the repair and restoration of the Lindy Creek Flood Protection Project which consists of excavation and restoration of the channel and debris basin to its pre-storm condition, as generally described in a report entitled Rehabilitation of Lindy Creek Flood Risk Management Project, Lackawanna County, Scranton, PA, prepared by the District Engineer, U.S. Army Engineer District Baltimore, dated October 2016, and approved by the Division Engineer on 23 Nov 2016; and

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement. A copy of said Agreement is attached hereto as Exhibit "A" and incorporated herein by reference hereto.

WHEREAS, the Government estimates Rehabilitation Effort costs at \$154, 000 and, subject to receiving funds appropriated by the Congress of the United States, will provide 80% of said costs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into a Cooperation Agreement between the United States of America and the City of Scranton for rehabilitation of Lindy Creek, non-federal flood control work in Scranton, Pennsylvania on Lindy Creek.

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.

**COOPERATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
and
THE CITY OF SCRANTON
for
REHABILITATION OF A NON-FEDERAL FLOOD CONTROL WORK
SCRANTON, PENNSYLVANIA**

THIS AGREEMENT, entered into this ____ day of _____, 2017, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Baltimore District, U.S. Army Corps of Engineers, and the City of Scranton, Pennsylvania (hereinafter referred to as the "Public Sponsor"), represented by its Mayor.

WITNESSETH THAT:

WHEREAS, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by flood;

WHEREAS, via written correspondence, the Public Sponsor has requested the Government to repair or restore a certain flood control work damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement;

NOW, THEREFORE, the Government and the Public Sponsor agree as follows:

ARTICLE I- DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean that U.S. Army Corps of Engineers will repair damages at the Lindy Creek Flood Protection Project which consist of excavation and restoration of the channel and debris basin to its pre-storm condition, as generally described in a report entitled Rehabilitation of Lindy Creek Flood Risk Management Project, Lackawanna County, Scranton PA, prepared by the District Engineer, U.S. Army Engineer District Baltimore, dated October 2016, and approved by the Division Engineer on 23 Nov 2016.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to, actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XI A. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Public Sponsor, shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the Project.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to 20 percent of total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program.

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article V.

ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the solicitation of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, and performing relocations for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged and excavated material disposal, and

shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$154,000 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$30,800. In order to meet the Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$30,800. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED Baltimore District" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

ARTICLE V - CREDITING OF IN-KIND SERVICES

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was

accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

ARTICLE VI - OPERATION AND MAINTENANCE

A After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the Project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the Project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the Project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

ARTICLE VIII - RELATIONSHIP OF PARTIES

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE X - COVENANT AGAINST CONTINGENT FEES

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI - TERMINATION OR SUSPENSION

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and Project. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement.

In the event the Public Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E.-As between the Government and the Public Sponsor, the Public Sponsor or shall be considered the operator of the Project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

Mayor
City of Scranton
340 North Washington Ave.
Scranton, Pennsylvania 18503

If to the Government:

District Engineer
Baltimore District
U.S. Army Corps of Engineers
10 South Howard Street
Baltimore, Maryland 21203-1715

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

THE CITY OF SCRANTON

BY: _____
Edward P. Chamberlayne
COL, Corps of Engineers
District Engineer

BY: _____
William L. Courtright
Mayor
City of Scranton

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____ do hereby certify that I am the principal legal officer of the City of Scranton, that the City of Scranton is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Scranton in connection with the project, and to pay damages, if necessary, in the *event* of the failure to perform, in accordance with Section 221 of Public Law 91-611, and that the persons who have executed this Agreement on behalf of the City of Scranton have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 2017.

City of Scranton Solicitor

CERTIFICATION REGARDING LOBBYING

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 any 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 Form to Report Lobbying," 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.

DATED this _____ day of _____, 2017

William L. Courtright
Mayor
City of Scranton

CITY OF SCRANTON

ATTEST:

BY: _____
Lori Reed, City Clerk

Date: _____

BY: _____
William L. Courtright, Mayor

Date: _____

BY: _____
Roseann Novembrino, City Controller

Date: _____

APPROVED AS TO FORM:

BY: _____
Jessica L. Boyles, Esq., City Solicitor

Date: _____

CERTIFICATION OF LEGAL REVIEW

The Cooperation Agreement for the construction of the Rehabilitation of Lindy Creek Flood Risk Management Project, Scranton, Pennsylvania, has been fully reviewed by the Office of Counsel, U.S. Army Engineer District, Baltimore, Maryland, and is legally sufficient.



TERRI DAVIS
District Counsel

DATE: 27 March 2017



DEPARTMENT OF LAW

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

April 12, 2017

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

RECEIVED

APR 12 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTOIN AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF SCRANTON FOR REHABILITATION OF NON-FEDERAL FLOOD CONTROL WORK IN SCRANTON, PENNSYLVANIA ON LINDY CREEK.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 81, 2017, AN ORDINANCE ENTITLED "APPROVING THE TRANSFER OF A RESTAURANT LIQUOR LICENSE CURRENTLY OWNED BY ANOTHER TIME RESTAURANT, LLC T/A AV RESTAURANT, MOOSIC BOROUGH, LICENSE NO. R-10827 TO ANOTHER TIME RESTAURANT, LLC T/A AV RESTAURANT FOR USE AT 320 PENN AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA AS REQUIRED BY THE PENNSYLVANIA LIQUOR CONTROL BOARD" BY CORRECTING THE ADDRESS 320 PENN AVENUE TO READ 320-322 PENN AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA.

WHEREAS, the Pennsylvania Liquor Control Board ("PLCB") notified Attorney Conway that address in File of the Council No. 81, 2017 passed on January 26, 2017 is incorrect. They have issued a liquor license, however they will not issue a final liquor license for Another Time Restaurant, LLC t/a AV Restaurant until the address correction from 320 Penn Avenue to 320-322 Penn Avenue has been made.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 81, 2017 be amended by correcting the address of Another Time Restaurant, LLC t/a AV Restaurant from 320 Penn Avenue to read "320-322 Penn Avenue" as requested by the Pennsylvania Liquor Control Board.

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

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

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



March 17, 2017

ANOTHER TIME RESTAURANT LLC
320-322 PENN AVE
SCRANTON PA 18503-1931

Refer To:LID 71741
License No. R10827
File/Job No. 140167

Dear Licensee:

The license application for transfer from 4134 Birney Ave Moosic Pa 18507 has been approved.

Pending issuance of the license, this letter authorizes your operation of the licensed premises until and including September 30, 2017. This authority includes *ONLY* items checked:

- Sell liquor & malt or brewed beverages
- Other: _____
- Purchase at a discount at a Fine Wine & Good Spirits Store
- Amusement Permit
- Sunday sales
- Extended Hours Food Permit

The following items *MUST BE SUBMITTED TO THE BOARD IMMEDIATELY*:

- Certification of Completion.
- Amusement permit and/or Sunday sales permit and/or extended hours food license/permit authority letter.
- An affidavit of all wine and liquor being sold to you in connection with the transfer. Include the size and number of full containers and the brand names. If no wine or liquor is transferred, a statement to that effect is required.
- Other:amended municipal resolution listing correct address

Sincerely,

Tisha Albert, Director
Office of Regulatory Affairs

Refer to: Licensing Information Center
717.783.8250

TA:das
cc State Store
cc PSP# 2
cc PSP,BLCE,Report Examining
cc Former Licensee
cc Atty.Conway

Lackawanna County Assessor's Office Property Details

PIN Number: 14583020005

Property Information

Address: 320 322 PENN AVE L10 11

Municipality: SCRANTON

Owner Information

Name: FOUR HUNDRED TWO N WASHINGTON

Address: 124 N MAIN AVE
SCRANTON, PA 18504

Dwelling Type: OTHER COMMERCIAL

Dimensions: 48X110

Subdivision: JOHN HANDLEY

Book Page/Ref No.: 2013-05453

Date Acquired (mm/dd/yy): 03/15/13

Assessment

Land Value: \$21850

Improvement Value: \$16692

Total Value: \$38542

Purchase Price: \$375000

Printed: Tuesday, Mar 21 2017 - 02:43:20 pm



DEPARTMENT OF LAW

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

RECEIVED

MAR 30 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

March 30, 2017

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 81, 2017, AN ORDINANCE ENTITLED "APPROVING THE TRANSFER OF A RESTAURANT LIQUOR LICENSE CURRENTLY OWNED BY ANOTHER TIME RESTAURANT, LLC T/A AV RESTAURANT, MOOSIC BOROUGH, LICENSE NO. R-10827 TO ANOTHER TIME RESTAURANT, LLC T/A AV RESTAURANT FOR USE AT 320 PENN AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA AS REQUIRED BY THE PENNSYLVANIA LIQUOR CONTROL BOARD" BY CORRECTING THE ADDRESS 320 PENN AVENUE TO READ 320-322 PENN AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

5C

RESOLUTION NO. _____

2017

ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR A+ SIGNS, 112 HARPER STREET, DUNMORE, PA, FOR INSTALLATION OF A RADIUS MARQUEE STYLE AWNING MEASURING 48" HIGH BY 36" PROJECTION AND 212" WIDE, PURPLE IN COLOR WITH GOLD LETTERING, READING "OPULENCE, GIVING MODERN LIFE TO CLASSIC STYLE," AT 320 SPRUCE STREET, SCRANTON, PA.

WHEREAS, the Historical Architecture Review Board ("HARB") has convened and reviewed the submission of A+ Signs, 112 Harper Street, Dunmore, PA, for installation of a radius marquee style awning measuring 48" high by 36" projection by 212" wide, purple in color with gold lettering, reading "Opulence, Giving Modern Life to Classic Style," at 320 Spruce Street, Scranton, PA; and

WHEREAS, the HARB has determined that the Improvement meets with the guidelines of the HAR B and has been recommended for approval by the Governing Body of the City of Scranton; and

WHEREAS, the HARB specifically recommends that a Certificate of Appropriateness be issued for the Improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that City Council hereby accepts the recommendation of the HARB concerning the Improvement, above defined, and approves the issuance of a Certificate of Appropriateness as defined by law and City ordinance.

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.



HISTORICAL ARCHITECTURE REVIEW BOARD

CITY HALL • 340 NORTH WASHINGTON AVE., 4TH FL. • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105

TO: Jessica Boyles
City Solicitor
Law Department

CC: Tim Corbett
HARB Solicitor

FROM: Mary-Pat DeFlice
Confidential Secretary, HARB Coordinator

DATE: March 30, 2017

RE: HARB Recommendation

Enclosed please find the following recommendation from the Historical Architecture Review Board (HARB) regarding the following project:

- ATTACHED IS A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR A+ SIGNS, 112 HARPER STREET, DUNMORE, PA, FOR INSTALLATION OF A RADIUS MARQUEE STYLE AWNING MEASURING 48" HIGH BY 36" PROJECTION AND 212" WIDE, PURPLE IN COLOR WITH GOLD LETTERING, READING "OPULENCE, GIVING MODERN LIFE TO CLASSIC STYLE," AT 320 SPRUCE STREET, SCRANTON, PA.

A Certificate of Appropriateness was issued for the project listed and has received approval from the HARB following a presentation at their meeting on March 13, 2017. Please prepare the necessary submission to City Council for review and passage. Thank you in advance for your attention regarding this matter.

/mpd
encl.

Historical Architecture Review Board

City Hall . 340 North Washington Avenue . Scranton, PA 18503

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Building address: 320 SPRUCE ST SCRANTON PA 18503

Owner of building: SUNITA ARDEA

Owner's address: 320 SPRUCE ST SCRANTON PA 18503

Applicant: Bartosz Siekalski

Applicant's address: 332 N WASHINGTON ST SCRANTON PA 18501

Applicant's Phone Number: 570-360-2311 - ERICA

Tax Identification #: 23-1988903

Note: Application form, photographs and required drawings and application fee are to be submitted to the City of Scranton's Department of Licensing, Inspections and Permits (340 N Washington Ave, City Hall 4th floor, Scranton, PA 18503) no later than 12:00 noon on the first Monday of the month in order to be placed on the agenda for that month's meeting. All information must be completed in full or it will be not be placed on the agenda or considered for approval, this application will be labeled invalid and will need to be refiled.

A BOND MAY BE REQUESTED AT THE RECOMMENDATION OF THE HARB FOR DEMOLITION APPLICATIONS. In the event of default of the approved Certificate of Appropriateness, the bond will be used for demolition completion, historical preservation, historical education, mitigation, construction, or otherwise deemed appropriate by the HARB.

1. PHOTOGRAPHS - Photographs of your building *and* neighboring buildings must accompany your application.

2. TYPE OF WORK PROPOSED - Check all that apply.

- | | |
|--|---|
| <input type="checkbox"/> Trim and decorative woodwork | <input type="checkbox"/> Skylights |
| <input type="checkbox"/> Siding and Masonry | <input type="checkbox"/> Metal work |
| <input type="checkbox"/> Roofing, gutter and downspout | <input type="checkbox"/> Light fixtures |
| <input type="checkbox"/> Windows, doors, and associated hardware | <input checked="" type="checkbox"/> Signs |
| <input type="checkbox"/> Storm windows and storm doors | <input type="checkbox"/> Demolition |
| <input type="checkbox"/> Shutters and associated hardware | <input type="checkbox"/> Other _____ |

3. DRAWINGS OF PROPOSED WORK - Required drawings must accompany your application. Please submit ten (10) copies of 8-1/2" x 11" or 11" x 17" drawings.

- Alteration, Restoration, Renovation:** Provide photos of the existing conditions and images along with scaled drawings to fully communicate the proposed changes. Include manufacturer's information on new products to be installed (awnings, siding, trim, roofing, signage, windows, doors, hardware, etc.) Provide dimensions to communicate scale. Drawing should indicate which materials will be used and where they will be used. Provide material or color samples and photographs/drawings to communicate intended color-use.

___ New Addition: Provide photos of the existing conditions and images along with scaled drawings (elevations, floor plans, and sections) to fully communicate the proposed scope of work. Include manufacturer's information on new products to be installed (awnings, siding, trim, roofing, signage, windows, doors, hardware, etc.). Provide dimensions to communicate scale. Drawing should indicate which materials will be used and where they will be used. Provide material or color samples and photographs/drawings to communicate intended color-use.

___ New Building or Structure: Provide photos of the existing conditions and images along with scaled drawings (elevations, floor plans, and sections) to fully communicate the proposed scope of work. Include manufacturer's information on new products to be installed (awnings, siding, trim, roofing, signage, windows, doors, hardware, etc.). Provide dimensions to communicate scale. Drawing should indicate which materials will be used and where they will be used. Provide material or color samples and photographs/drawings to communicate intended color-use.

___ Demolition: Provide existing photos and images (if available) of the existing conditions. Provide drawings to fully communicate proposed use after demolition. Provide structural records or other information that justify demolition.

___ Windows and Doors: Provide manufacturer's information on new doors and windows to communicate the dimensions, materials, colors, profile, hardware and operability.

X

Signage - Provide the following:

- o Photographs or elevation drawings showing existing conditions and proposed signage to depict approximate scale, materials, colors, and lettering.
- o Material specifications and/or material samples.
- o Information pertaining to the attachment method (diagrams, drawings, photos, details, samples, etc.)

___ Lighting - Provide lighting manufacturer specifications which indicate dimensions, materials, colors, lamping, and photometric information (if available)

4. DESCRIBE PROJECT - Describe any work checked in #2 and #3 above. Attach additional sheets as needed.

Changing blue awning material to purple material.
EXISTING FRAME & MOUNTING TO BE UTILIZED

5. BUILDING USE - Describe the current use and the proposed use of this property. Attach additional sheets as needed.

Retail space - no change in use.

ITEMS 6-11 ONLY NEED TO BE COMPLETED FOR DEMOLITION APPLICATIONS. MARK N/A IF THIS IS NOT APPLICABLE TO YOUR PROJECT. PROCEED TO SECTION 12.

Demolition applications may attach additional sheets as necessary.

6. PROVIDE PROJECT SCHEDULE

7. PROVIDE HISTORICAL BACKGROUND – Year built, previous owners, use & occupants, Architect of Record, previous renovations. Etc.

8. ANTICIPATED IMPACTS TO THE SURROUNDING AREA – Historical, Architectural, lines of site, viewshed, financial, social

9. JUSTIFICATION FOR DEMOLITION

10. ALTERNATIVES ANALYSIS -
Alternative Locations

Alternative-Use, Alterations, Renovation Analysis

No Action Analysis

11. PROPOSED MITIGATION OF HISTORICAL AND ARCHITECTURAL LOSS

12. APPLICANT'S SIGNATURE:

[Handwritten Signature]

Date:

03/06/2017

DO NOT WRITE BELOW THIS LINE: FOR COMMISSION USE ONLY

Presented at Commission Meeting on: 3/13/17

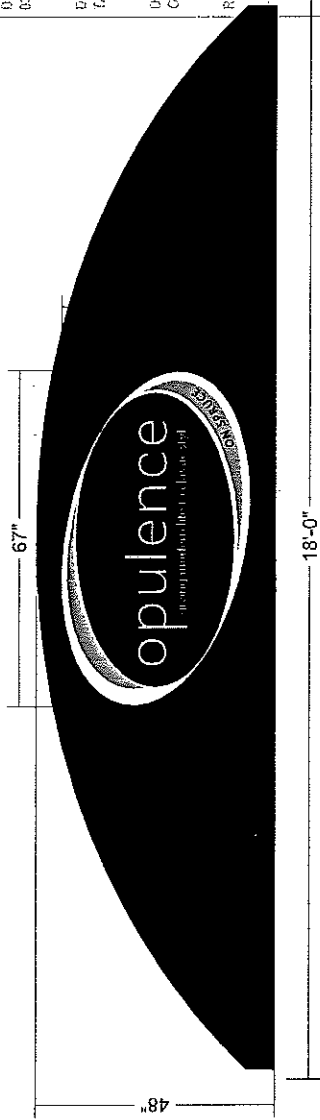
Reviewed by: HARB Date: 3/13/17

Zoning Approval: YES NO

Commission Recommendations:

Approved.

Additional Comments:



Client: Opulence Realty/Essex
 Location: 330 Spruce Street Scranton PA 18550
 Date: 03/01/2017
 Drawn By: TAP
 Drawn By: Compliance Awaiting
 Revised:

1 1

The design and engineering remain the exclusive property of A+ SIGNS, INC.
 This design is submitted for your exclusive review under the agreement that the contract herein is not to be used for any other project or put to any other use without the written consent from A+ SIGNS, INC.

A+ SIGNS
 112 Haper Street
 Dunmore, PA 18512
 570.341.7883
 fax: 570.652.4591
 www.aplusigns.com

On site recover of one radius marquee style awning.
 Existing all aluminum mig welded staple frame system.
 Material to be purple with matching trim cap.
 Eradicated white graphics with translucent vinyl overlay.
 No lighting work quoted.
 New egg crate soffit cut to fit.
 48" high
 36" projection
 212" width

Scope of work: remove awning, remove fabric, prep frame, staple on new fabric, apply new trim, reinstall awning and insert new egg crate.

RECEIVED

MAR 30 2017

OFFICE OF CITY
COUNCIL/CITY CLERK



DEPARTMENT OF LAW

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

March 30, 2017

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR A+ SIGNS, 112 HARPER STREET, DUNMORE, PA, FOR INSTALLATION OF A RADIUS MARQUEE STYLE AWNING MEASURING 48" HIGH BY 36" PROJECTION AND 212" WIDE, PURPLE IN COLOR WITH GOLD LETTERING, READING "OPULENCE, GIVING MODERN LIFE TO CLASSIC STYLE", AT 320 SPRUCE STREET, SCRANTON, PA.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Boyles".

Jessica L. Boyles, Esquire
City Solicitor

JLB/mpd

RESOLUTION NO. _____

2017

ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR POCONO SIGN COMPANY, 1979 SCRANTON CARBONDALE HIGHWAY, BLAKELY, PA, FOR INSTALLATION OF AN AWNING PANEL MEASURING 10" HIGH BY 84" WIDE AND A BOARD SIGN MEASURING 36" HIGH BY 120" WIDE, WHITE IN COLOR WITH AN ORANGE BORDER AND ORANGE AND BLACK LETTERING, READING "TEQUILA MODERN MEXICAN CUISINE" ON BOTH AWNING PANEL AND SIGN BOARD WITH THE ADDITION OF "414 SPRUCE STREET, SCRANTON, PA, 18503, 570 341-0205, TEQUILAGRILLPA.COM" ON THE BOARD SIGN.

WHEREAS, the Historical Architecture Review Board ("HARB") has convened and reviewed the submission of Pocono Sign Company, 1979 Scranton Carbondale Highway, Blakely, PA, for installation of an awning panel measuring 10" high by 84" wide and a board sign measuring 36" high by 120" wide, white in color with an orange border and orange and black lettering, reading "Tequila Modern Mexican Cuisine" on both awning panel and sign board with the addition of "414 Spruce Street, Scranton, PA 18503, 570 341-0205, TEQUILAGRILLPA.COM," on the board sign. Further recommendations include a softer white color (vanilla/cream) and a darker orange, if possible.

WHEREAS, the HARB has determined that the Improvement meets with the guidelines of the HAR B and has been recommended for approval by the Governing Body of the City of Scranton; and

WHEREAS, the HARB specifically recommends that a Certificate of Appropriateness be issued for the Improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that City Council hereby accepts the recommendation of the HARB concerning the Improvement, above defined, and approves the issuance of a Certificate of Appropriateness as defined by law and City ordinance.

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.



HISTORICAL ARCHITECTURE REVIEW BOARD

CITY HALL • 340 NORTH WASHINGTON AVE., 4TH FL. • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105

TO: Jessica Boyles
City Solicitor
Law Department

CC: Tim Corbett
HARB Solicitor

FROM: Mary-Pat DeFlice
Confidential Secretary, HARB Coordinator

DATE: March 30, 2017

RE: HARB Recommendation

Enclosed please find the following recommendation from the Historical Architecture Review Board (HARB) regarding the following project:

- ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD (“HARB”) AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR POCONO SIGN COMPANY, 1979 SCRANTON CARBONDALE HIGHWAY, BLAKELY, PA, FOR INSTALLATION OF AN AWNING PANEL MEASURING 10” HIGH BY 84” WIDE AND A BOARD SIGN MEASURING 36” HIGH BY 120” WIDE, WHITE IN COLOR WITH AN ORANGE BORDER AND ORANGE AND BLACK LETTERING, READING “TEQUILA MODERN MEXICAN CUISINE” ON BOTH AWNING PANEL AND SIGN BOARD WITH THE ADDITION OF “414 SPRUCE STREET, SCRANTON, PA, 18503, 570 341-0205, TEQUILAGRILLPA.COM” ON THE BOARD SIGN.

A Certificate of Appropriateness was issued for the project listed and has received approval from the HARB following a presentation at their meeting on March 13, 2017. Please prepare the necessary submission to City Council for review and passage.

Thank you in advance for your attention regarding this matter.

/mpd
encl.

Historical Architecture Review Board

City Hall . 340 North Washington Avenue . Scranton, PA 18503

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Building address: 414 Spruce St. Scranton PA
Owner of building: Benny D Zurdic
Owner's address: 414 Spruce St. Scranton PA
Applicant: Becond Sign Company
Applicant's address: 1979 Scranton Carbondale Hwy. Blakely PA 18447
Street and number City State Zip
Tax Identification #: 1562702009

Note: Application form, photographs and required drawings are to be submitted to the City of Scranton's Department of Licensing, Inspections and Permits (340 N Washington Ave, City Hall 4th floor, Scranton, PA 18503) no later than 12:00 noon on the first Monday of the month in order to be placed on the agenda for that month's meeting. All information must be completed in full or it will be not be placed on the agenda or considered for approval, this application will be labeled invalid and will need to be refilled.

1. PHOTOGRAPHS - Photographs of your building and neighboring buildings must accompany your application.
2. TYPE OF WORK PROPOSED - Check all that apply. Please bring any samples or manufactures specifications for products you will use in this project.

<input type="checkbox"/> Trim and decorative woodwork	<input type="checkbox"/> Skylights
<input type="checkbox"/> Siding and Masonry	<input type="checkbox"/> Metal work
<input type="checkbox"/> Roofing, gutter and downspout	<input type="checkbox"/> Light fixtures
<input type="checkbox"/> Windows, doors, and associated hardware	<input checked="" type="checkbox"/> Signs
<input type="checkbox"/> Storm windows and storm doors	<input type="checkbox"/> Demolition
<input type="checkbox"/> Shutters and associated hardware	<input type="checkbox"/> Other _____

3. DRAWINGS OF PROPOSED WORK - Required drawings must accompany your application. Please submit ten (10) copies of 8-1/2"x 11" or 11" x 17" drawings.

- Alteration, renovation, restoration (1/4 or 1/8"=1'0" scale drawings required if walls or openings altered.)
- New addition (1/4" or 1/8"=1'0" scale drawings: elevations, floor plans, site plan)
- New building or structure (1/4" or 1/8"=1'0" scale drawings: elevations, floor plans, site plan)
- Demolition, removal of building features or building (1/4" or 1/8"=1'0" scale drawings: elevation of remaining site and site plan)

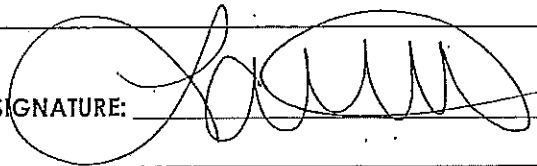
4. DESCRIBE PROJECT - Describe any work checked in #2 and #3 above. Attach additional sheets as needed.

1 Board Sign measuring 120" x 36"
1 Awning Panel measuring 84" x 10"

5. BUILDING USE - Describe the current use and the proposed use of this property. Attach additional sheets as needed.

Restaurant

6. APPLICANT'S SIGNATURE:



Date:

2/27/17

DO NOT WRITE BELOW THIS LINE: FOR COMMISSION USE ONLY

Presented at Commission Meeting on: _____

Reviewed by: _____ Date: _____

Commission Recommendations:

Approved with recommendation of using a softer white (vanilla/cream) and darker orange if possible.

Additional Comments:

Commission Members:

John Moore / Chairman

Lee Borthwick, PE; Dr. Peter Cupple; Wayne Evans; Richard Leonori, AIA; William Lesniak; Michael Muller; Ella Rayburn; Ralph Scartell

ALLOWABLE SQ. FT. **na** TOTAL SQ. FT. **35.83 Sq/ Ft** JOB: **Tequila Mex.** SIGN SPECIFICATIONS



SALES REP
JDT
DESIGNER
LAT

CLIENT APPROVAL _____
LANDLORD APPROVAL _____

JOB NO:
DRAWINGS:
PAGE:

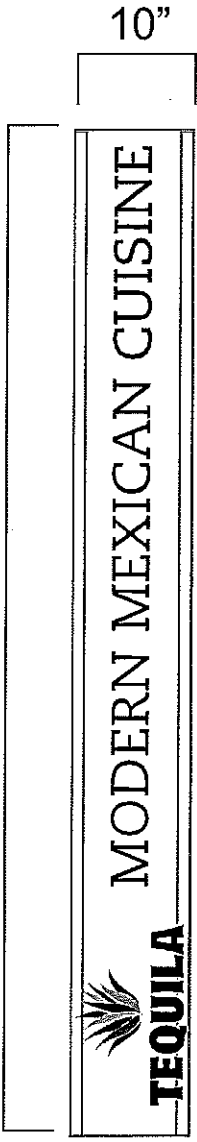
START DATE:
LAST REVISION:
2-14-17

LOCATION:
414 Spruce St.
Scranton, PA

POCONO SIGN COMPANY
1979 SCRANTON CARRIWAY
BLAMEY PA 18447
570433339
POCONOSIGNCOMPANY@GMAIL.COM

Awning Panel

84"



Board Sign

120"



36"

ALLOWABLE SQ. FT.

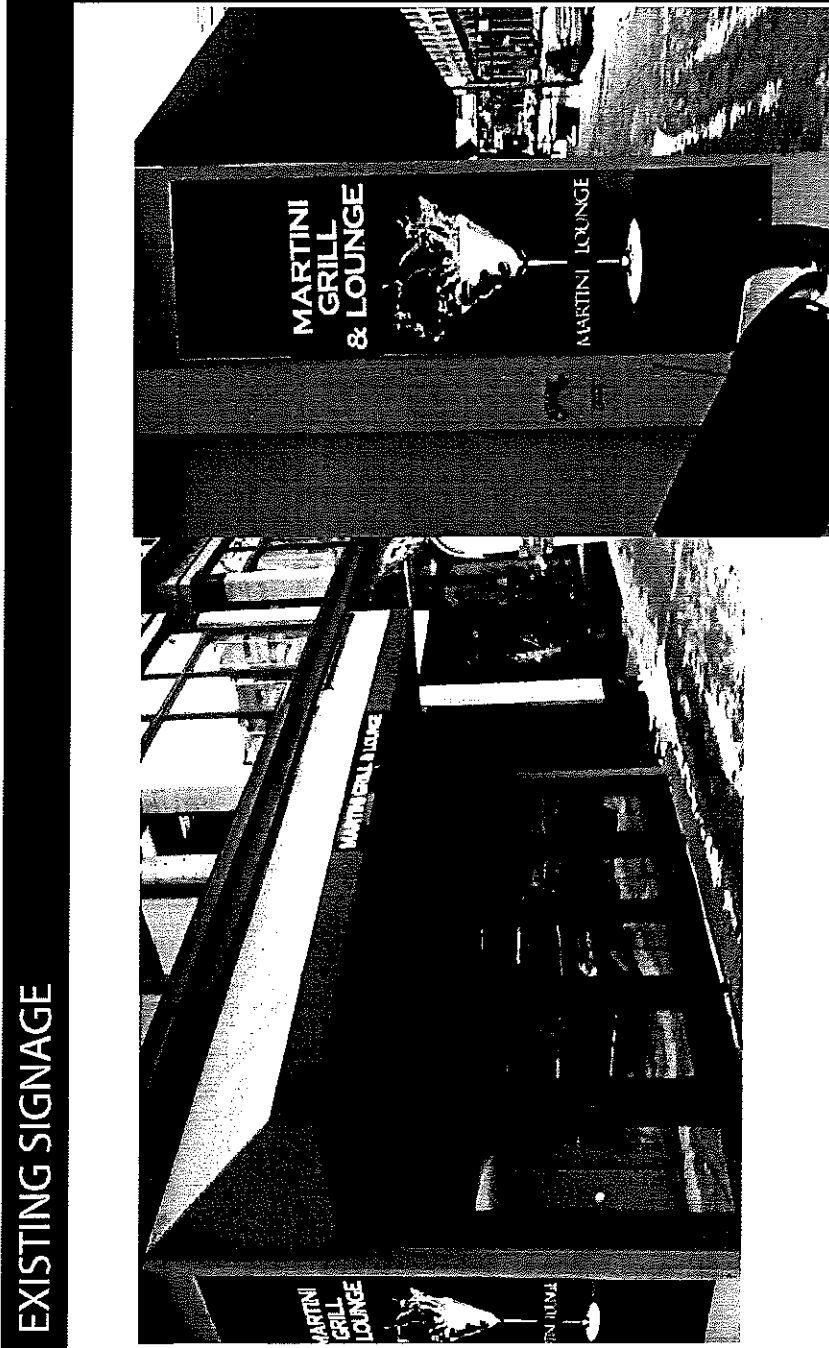
na

CURRENT SQ. FT. 35.83 Sq/ Ft

Tequila Mex.

EXISTING SIGNAGE

EXISTING SIGNAGE



EXISTING SIGNAGE

SIGN TYPE:

- Box sign
- Channel Letters
- Other

EXISTING SIGN DIMENSIONS:

H 120" W 36"

EXISTING WALL DIMENSIONS:

H NA W NA

ILLUMINATION:

- NONE
- LED
- NEON
- FLUORESCENT

FACE COLOR:

- WHITE
- DAY/NIGHT
- OTHER

SIGN

- CONDITION:
- GOOD
 - FAIR
 - POOR



SALES REP
JDT
DESIGNER
LAT

.....
CLIENT APPROVAL
.....
LANDLORD APPROVAL

JOB NO:
DRAWINGS:
PAGE:

START DATE:
LAST REVISION:

LOCATION:
414 Spruce St.
Scranton, PA

Pocono Sign Company
1979 SCRANTON GARDEN
BLVD, PA 18447
570-963-9787
POCONOSIGNCOMPANY@GMAIL.COM



DEPARTMENT OF LAW

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

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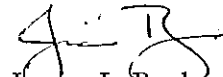
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Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl