

AGENDA
REGULAR MEETING OF COUNCIL
February 25, 2020
6:30 PM

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
 - 3.A CONTROLLER'S REPORT FOR MONTH ENDING JANUARY 31, 2020.
[Controller's Report 01-31-2020.pdf](#)
 - 3.B MINUTES OF THE SCRANTON FIREFIGHTERS PENSION COMMISSION MEETING HELD JANUARY 15, 2020.
[Scranton Firefighters Pension Commission Meeting 01-15-2020.pdf](#)
 - 3.C MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD JANUARY 15, 2020.
[Non-Uniform Municipal Pension Board Minutes 01-15-2020.pdf](#)
 - 3.D MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD JANUARY 15, 2020.
[Scranton Police Pension Commission Meeting 01-15-2020.pdf](#)
 - 3.E MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD JANUARY 15, 2020.
[Composite Pension Board Minutes 01-15-2020.pdf](#)

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

[Agenda for Non-Uniform Municipal Pension Board 02-19-2020.pdf](#)

- 3.G AGENDA FOR THE CITY PLANNING COMMISSION MEETING TO BE HELD FEBRUARY 26, 2020.

[Agenda for City Planning Commission Meeting 2-26-2020.pdf](#)

- 3.H MINUTES OF THE SCRANTON SEWER AUTHORITY BOARD OF DIRECTORS MEETING HELD JANUARY 16, 2020.

[Scranton Sewer Authority Board Meeting Minutes 01-16-2020.pdf](#)

- 3.I CORRESPONDENCE RECEIVED FROM UFBERG & ASSOCIATES LLP DATED FEBRUARY 21, 2020 REGARDING LABOR SOLICITOR DISCLOSURES BY CURRENT CONTRACTOR.

[Correspondence received Ufberg Associates 2-21-2020.pdf](#)

4. CITIZENS PARTICIPATION

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

5.A MOTIONS

- 5.B FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH AMO ENVIRONMENTAL DECISIONS FOR ENVIRONMENTAL REMEDIATION OF THE FUTURE SITE OF THE DOWNTOWN POCKET PARK, 248 WYOMING AVENUE, SCRANTON, PENNSYLVANIA.

[Resolution-2020 Contract with Environmental Decisions for Pocket Park.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – ACCEPTING A FIVE HUNDRED (\$500.00) DOLLAR DONATION FROM MS. MARIE C. BANICKY OF SCRANTON PRESENTED TO THE CITY OF SCRANTON POLICE K-9 UNIT.

[Resolution-2020 Donation to Scranton Police K-9 Unit.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – APPOINTMENT OF KAREN A. DESANDIS, 1105 SUMMIT POINT, SCRANTON, PENNSYLVANIA, 18508, TO THE CIVIL SERVICE COMMISSION EFFECTIVE FEBRUARY 14, 2020. MISS DESANDIS' TERM WILL EXPIRE WITH THE TERM OF MAYOR PAIGE G. COGNETTI.

[Resolution-2020 Appt. Karen DeSandis to Civil Service Commission.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – APPOINTMENT OF ELIZABETH M. GARCIA, ESQUIRE, 1135 OLIVE STREET, SCRANTON, PENNSYLVANIA, 18510, TO THE CIVIL SERVICE COMMISSION EFFECTIVE FEBRUARY 14, 2020. ATTORNEY GARCIA'S TERM WILL EXPIRE WITH THE TERM OF MAYOR PAIGE G. COGNETTI.

[Resolution-2020 Appt. Elizabeth Garcia, Esq. to Civil Service Commission.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – APPOINTMENT OF KEVIN MORGAN, 213 NORTH VAN BUREN AVENUE, SCRANTON, PENNSYLVANIA, 18504, TO THE CIVIL SERVICE COMMISSION EFFECTIVE FEBRUARY 14, 2020. MR. MORGAN'S TERM WILL EXPIRE WITH THE TERM OF MAYOR PAIGE G. COGNETTI.

[Resolution-2020 Appt. Kevin Morgan to Civil Service Commission.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 20, 2020– AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH UFBERG & ASSOCIATES, LLP FOR LABOR COUNSEL FOR THE CITY OF SCRANTON.

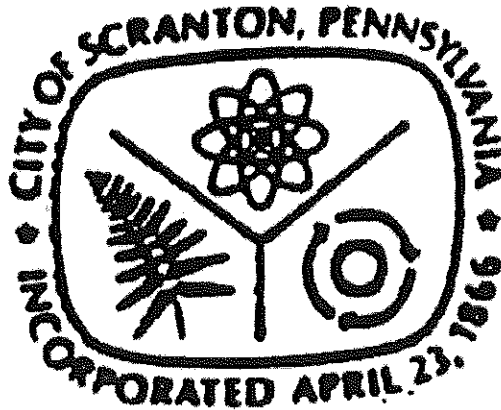
[Resolution-2020 Contract with Ufberg Associates for Labor Counsel.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT – FOR ADOPTION – RESOLUTION NO. 21, 2020 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON’S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO. 150.46 IN AN AMOUNT NOT TO EXCEED \$70,000.00 TO FANCY PARSLEY, LLC TO ASSIST AN ELIGIBLE PROJECT.

[Resolution-2020 Loan Grant Agreement Fancy Parsley, LLC.pdf](#)

8. ADJOURNMENT

**CITY OF SCRANTON
PENNSYLVANIA**



RECEIVED

FEB 14 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

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

**JOHN J. MURRAY
CITY CONTROLLER**

**CONTROLLER'S REPORT
FOR THE MONTH ENDING
JANUARY 31, 2020**

City of Scranton
Pennsylvania

John J. Murray
City Controller
Municipal Building
Scranton, Pennsylvania 18503
(570) 348-4125



Office of the City Controller
and Bureau of Investigations

February 14, 2020

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

Dear Honorable Mayor and Honorable Council:

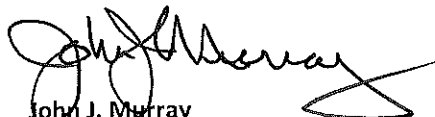
In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of January, 2020.

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

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

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

Sincerely,


John J. Murray
City Controller

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

CODE #	DEPARTMENT	EXPENDITURES
10	Mayor's Office	\$ 10,099.04
11	Public Safety	-
20	City Council	31,328.11
30	Controller	17,684.77
40	Business Administration	343,584.72
41	Bureau of Human Resources	19,084.52
42	Bureau of Information Technology	25,134.00
43	Treasurer	8,962.02
51	Inspections and Licenses	52,869.57
60	Law	24,296.26
71	Police	1,632,911.88
75	Traffic Maintenance	-
78	Fire	1,368,538.61
80	Public Works	101,890.07
81	Engineering	8,994.39
82	Buildings	16,138.88
83	Highways	107,467.27
84	Refuse	301,709.74
85	Garages	89,932.11
90	Single Tax Office	59,920.95
100	Parks and Recreations	128,458.66
TOTAL DEPARTMENTAL:		\$ 4,349,005.57
NON DEPARTMENTAL		
0140	Scranton Plan	\$ -
1000	Boards and Commissions	25,482.33
1100	Utilities	-
1300	Contingency	1,262.52
1500	Special Items	103,774.94
1600	Unpaid Bills	-
1700	Grants and Contributions	-
1900	Special Items (Non Add)	-
TOTAL NON DEPARTMENTAL:		\$ 130,519.79
GRAND TOTAL:		\$ 4,479,525.36

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

CODE #	FUND SOURCE	REVENUES
300	Previous Year Balance	\$ -
301	Real Property Taxes	-
302	Landfill and Refuse Fees	1,944.00
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	1,230,093.36
319	Penalties and Interest (Delinquent Taxes)	-
320	Licenses and Permits	520,119.45
330	Fines and Forfeitures	-
331	Police Fines and Violations	21,000.50
341	Interest Earnings	4,471.01
342	Rents and Concessions	-
350	Inter-Government-Revenue Reimbursements	-
359	Local Governments (Payments in Lieu)	200,000.00
360	Departmental Earnings	69,512.00
367	Recreational Departments	3,674.00
380	Cable TV and Miscellaneous Revenue	323.00
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	12,750,000.00
TOTAL		\$ 14,801,137.32
*Non Add		
MONTH TO DATE:		
Revenues To January 2020		\$ 14,801,137.32
Expenditures To January 2020		4,479,525.36
NET:		\$ 10,321,611.96

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

CODE #	FUND SOURCE	ESTIMATED	REALIZED	UN-REALIZED
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	35,832,840.33	-	35,832,840.33
302	Landfill and Refuse Fees	6,796,250.00	1,944.00	6,794,306.00
304	Utility Tax	75,000.00	-	75,000.00
305	Non-Resident Tax	100,000.00	-	100,000.00
310	Local Taxes (Act 511)	39,979,205.51	1,230,093.36	38,749,112.15
319	Penalties and Interest (Delinquent Taxes)	245,600.00	-	245,600.00
320	Licenses and Permits	2,038,164.00	520,119.45	1,518,044.55
330	Fines and Forfeitures	345,100.00	-	345,100.00
331	Police Fines and Violations	206,000.00	21,000.50	184,999.50
341	Interest Earnings	275,000.00	4,471.01	270,528.99
342	Rents and Concessions	5,000.00	-	5,000.00
350	Inter-Government-Revenue Reimbursements	4,251,066.00	-	4,251,066.00
359	Local Government (Payments in Lieu)	250,000.00	200,000.00	50,000.00
360	Departmental Earnings	447,000.00	69,512.00	377,488.00
367	Recreational Departments	40,000.00	3,674.00	36,326.00
380	Cable TV and Miscellaneous Revenues	2,765,623.89	323.00	2,765,300.89
392	Interfund Transfers	9,398,901.00	-	9,398,901.00
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		\$ 115,800,750.73	\$ 14,801,137.32	\$ 100,999,613.41

PURCHASE ORDER REPORT

MONTH ENDING JANUARY 31, 2020

ACCOUNT BALANCES AS OF JANUARY 31, 2020

DEPARTMENT / ACCOUNT	JANUARY, 2020		ENDING BAL.
	2020 BUDGET	BEGINNING BAL	
OFFICE OF THE MAYOR			
0101000000 4270 DUES & SUBSCRIPTIONS	24,348.48	24,348.48	<u>24,348.48</u>
0101000000 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00	<u>100.00</u>
0101000000 4420 TRAVEL & LODGING	2,500.00	2,500.00	<u>2,500.00</u>
DEPARTMENT OF PUBLIC SAFETY			
POLICE BUREAU:			
0101100071 4201 PROFESSIONAL SERVICES ENCUMBERED: CURRENT PERIOD FOX SIGNS NEPA	45,000.00	45,000.00	<u>40,655.00</u>
0101100071 4210 SERVICES & MAINTENANCE FEE CELLEBRITE USA INC. FARO TECHNOLOGIES LEXISNEXIS RISK DATA MANAGEMENT PENNSYLVANIA CHIEFS OF POLICE ASSN. RAGNASOFT, INC.	77,500.00	77,500.00	<u>43,462.18</u>
0101100071 4270 DUES & SUBSCRIPTIONS COMMONWEALTH OF PENNSYLVANIA IABTI NATIONAL TACTICAL OFFICER	3,150.00	3,150.00	<u>1,950.00</u>
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED	1,750.00	1,750.00	<u>1,750.00</u>
0101100071 4290 STATIONERY / OFFICE SUPPLIES	2,750.00	2,750.00	<u>2,750.00</u>
0101100071 4380 GUNS / AMMUNITION	43,500.00	43,500.00	<u>43,500.00</u>
0101100071 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: CURRENT PERIOD	21,000.00	21,000.00	<u>17,192.49</u>

DEPARTMENT / ACCOUNT	2020 BUDGET	JANUARY, 2020		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0101100071 4420 TRAVEL & LODGING CARROLL, STEVE	4,250.00	4,250.00	66.50	4,183.50
0101100071 4470 TRAINING & CERTIFICATION PROGRESSIVE K-9 ACADEMY, LLC STATELINE CANINE	50,000.00	50,000.00	1,750.00 825.00	47,425.00
0101100071 4550 CAPITAL EXPENDITURES ENCUMBERED: CURRENT PERIOD	435,000.00	435,000.00	302,403.38	132,596.62
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT	7,250.00	7,250.00		7,250.00
0101100071 6003 SPCA - ANIMAL CONTROL GRIFFIN POND ANIMAL SHELTER	69,370.00	69,370.00	63,620.00	5,750.00
FIRE BUREAU:				
0101100078 4201 PROFESSIONAL SERVICES ESI EQUIPMENT, INC. JALVO, INC.	32,500.00	32,500.00	1,939.00 100.00	30,461.00
0101100078 4210 SERVICE & MAINTENANCE FEE LUCAS, ALLEN	12,250.00	12,250.00	22.00	12,228.00
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	1,000.00		1,000.00
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE SCRANTON GRINDER & HARDWARE	12,750.00	12,750.00	95.88	12,654.12
0101100078 4390 MATERIALS / SUPPLIES (MISC) CINTAS CORPORATION GLEN SUMMIT SPRINGS WATER HOME DEPOT	7,250.00	7,250.00	462.92 23.15 1,855.28	4,908.65
0101100078 4420 TRAVEL & LODGING LUCAS, ALLEN	2,500.00	2,500.00	226.88	2,273.12

DEPARTMENT / ACCOUNT	2020 BUDGET	JANUARY, 2020	
		BEGINNING BAL.	ACTIVITY
0101100078 4430 AIR PACK / REHAB SUPPLIES	5,000.00	5,000.00	5,000.00
0101100078 4470 TRAINING & CERTIFICATION PACFCA	95,000.00	95,000.00	125.00
0101100078 4550 CAPITAL EXPENDITURES	395,000.00	395,000.00	395,000.00
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT	5,250.00	5,250.00	5,250.00
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	1,000.00	1,000.00
0101100078 4580 GENERAL EQUIPMENT LOWE'S REEVE'S RENT-A-JOHN, INC. WITMER ASSOCIATES, INC.	62,500.00	62,500.00	19.98 99.75 1,344.00
OFFICE OF THE CITY CLERK / CITY COUNCIL			
0102000000 4201 PROFESSIONAL SERVICES DIGITAL SOUND SERVICES, INC.	52,500.00	52,500.00	1,749.50
0102000000 4210 SERVICES & MAINTENANCE FEE GRANICUS, INC.	15,000.00	15,000.00	10,584.00
0102000000 4230 PRINTING & BINDING LACKAWANNA PRINTING CO.	5,750.00	5,750.00	540.00
0102000000 4250 ADVERTISING	27,500.00	27,500.00	27,500.00
0102000000 4290 STATIONERY / OFFICE SUPPLIES GLEN SUMMIT SPRINGS WATER	500.00	500.00	21.95
			61,036.27
			50,750.50
			4,416.00
			5,210.00
			478.05

DEPARTMENT / ACCOUNT	2020 BUDGET		JANUARY, 2020	
	BEGINNING BAL.	ACTIVITY	BEGINNING BAL.	ENDING BAL.
CITY CONTROLLER				
0103000000 4201 PROFESSIONAL SERVICES ENCUMBERED: CURRENT PERIOD	35,000.00	1,379.97	35,000.00	33,620.03
0103000000 4230 PRINTING AND BINDING	200.00		200.00	200.00
0103000000 4240 POSTAGE & FREIGHT	125.00		125.00	125.00
0103000000 4270 DUES & SUBSCRIPTIONS	500.00		500.00	500.00
0103000000 4290 STATIONERY / OFFICE SUPPLIES GLEN SUMMIT SPRINGS WATER THIRD DIMENSION GRAPHICS TIERNEY'S OFFICE PRODUCTS	1,000.00	32.35 119.00 70.00	1,000.00	778.65
0103000000 4420 TRAVEL AND LODGING	750.00		750.00	750.00
BUSINESS ADMINISTRATION DEPARTMENT ADMINISTRATION				
0104000040 4201 PROFESSIONAL SERVICES FIDELITY TAN 2020 M&T TAN 2020 PFM TAN 2020 STEVENS & LEE TAN 2020 TURNKEY TAXES	225,000.00	1,000.00 25,000.00 10,000.00 20,850.00 1,000.00	225,000.00	167,150.00
0104000040 4210 SERVICES & MAINTENANCE FEE	1,250.00		1,250.00	1,250.00
0104000040 4230 PRINTING & BINDING	500.00		500.00	500.00
0104000040 4240 POSTAGE & FREIGHT POSTAGE REFILL	37,500.00	3,000.00	37,500.00	34,500.00
0104000040 4250 ADVERTISING	22,500.00		22,500.00	22,500.00
0104000040 4270 DUES & SUBSCRIPTIONS GFOA-PA	1,100.00	75.00	1,100.00	1,025.00

DEPARTMENT / ACCOUNT	2020 BUDGET		JANUARY, 2020	
	BEGINNING BAL.	ACTIVITY	ENDING BAL.	
0104000040 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: CURRENT PERIOD DBF	12,750.00	789.40 242.06	12,750.00	11,718.54
0104000040 4390 MATERIALS / SUPPLIES (MISC)	600.00		600.00	600.00
0104000040 4420 TRAVEL & LODGING	2,500.00		2,500.00	2,500.00
0104000040 4470 TRAINING & CERTIFICATION	1,500.00		1,500.00	1,500.00
0104000040 4480 SELF INSURANCE	95,000.00		95,000.00	95,000.00
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP	3,109,811.00		3,109,811.00	3,109,811.00
0104000040 6024 BANK FEES AND CHARGES	10,000.00		10,000.00	10,000.00
HUMAN RESOURCES:				
0104000041 4201 PROFESSIONAL SERVICES TORBA, DEBBIE WE PAY PAYROLL PROCESSING	130,000.00	474.90 6,879.25	130,000.00	122,645.85
0104000041 4290 STATIONERY / OFFICE SUPPLIES	750.00		750.00	750.00
0104000041 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER	500.00	16.75	500.00	483.25
0104000041 4420 TRAVEL & LODGING	1,250.00		1,250.00	1,250.00
0104000041 4470 TRAINING & CERTIFICATION	2,500.00		2,500.00	2,500.00
0104000041 4630 LIABILITY / CASUALTY INSURANCE KNOWLES ASSOCIATES L.L.C.	1,175,000.00	3,129.00	1,175,000.00	1,171,871.00
0104000041 6006 PERSONNEL COST ADJUSTMENT	4,750.00		4,750.00	4,750.00

DEPARTMENT / ACCOUNT	2020 BUDGET	JANUARY, 2020	
		BEGINNING BAL	ENDING BAL.
INFORMATION TECHNOLOGY:			
0104000042 4201 PROFESSIONAL SERVICES	145,000.00	145,000.00	145,000.00
0104000042 4210 SERVICES & MAINTENANCE FEE	95,000.00	95,000.00	95,000.00
0104000042 4270 DUES AND SUBSCRIPTIONS	500.00	500.00	500.00
0104000042 4290 STATIONARY / OFFICE SUPPLIES LACKAWANNA PRINTING CO.	1,000.00	1,000.00	935.00
0104000042 4390 MATERIALS / SUPPLIES (MISC)	95,000.00	95,000.00	95,000.00
0104000042 4420 TRAVEL AND LODGING	1,000.00	1,000.00	1,000.00
0104000042 4440 TELEPHONE COMCAST FRONTIER COMMUNICATIONS VERIZON	245,000.00	245,000.00	231,608.82
0104000042 4470 TRAINING & CERTIFICATION	32,500.00	32,500.00	32,500.00
0104000042 4550 CAPITAL EXPENDITURES CDW GOVERNMENT, INC.	590,000.00	590,000.00	576,000.00
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	92,500.00	92,500.00	92,500.00
TREASURY:			
0104000043 4201 PROFESSIONAL SERVICES	2,500.00	2,500.00	2,500.00
0104000043 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: CURRENT PERIOD GLEN SUMMIT SPRINGS WATER	12,500.00	12,500.00	12,323.50
0104000043 6000 TAX & MISCELLANEOUS REFUNDS	2,500.00	2,500.00	2,500.00
0104000043 6001 TAX COLLECTION COMMITTEE EXPENSE	500.00	500.00	500.00

DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL	JANUARY, 2020	
			ACTIVITY	ENDING BAL.
BUREAU OF LICENSES, INSPECTIONS & PERMITS				
0105100051 4201 PROFESSIONAL SERVICES	50,000.00	50,000.00		50,000.00
0105100051 4290 STATIONERY / OFFICE SUPPLIES	500.00	500.00		500.00
0105100051 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		500.00
0105100051 4420 TRAVEL AND LODGING	1,000.00	1,000.00		1,000.00
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		1,000.00
0105100051 4550 CAPITAL EXPENDITURES	12,750.00	12,750.00		12,750.00
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPMENT	250.00	250.00		250.00
0105100051 4590 BUILDING DEMOLITION	145,000.00	145,000.00		145,000.00
BUREAU OF BUILDINGS				
0105100082 4201 PROFESSIONAL SERVICES	2,500.00	2,500.00		2,500.00
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	137,500.00	137,500.00		
ABINGTON LOCK & SAFE			120.00	
AMERICAN JANITOR			2,241.15	
C & C CLEANING SERVICES			2,795.00	
COOPER ELECTRIC			417.46	
EASTERN PENN SUPPLY COMPANY			254.11	
J. C. EHRlich CO.			292.00	
MECHANICAL SERVICE COMPANY			160.00	
NORTH END ELECTRIC			245.82	
PICA'S GARAGE DOOR SALES & SERVICE			563.00	
			<u>130,411.46</u>	
0105100082 4447 UGI - GAS	125,000.00	125,000.00		125,000.00
0105100082 4448 PAWC - WATER	435,000.00	435,000.00		435,000.00
0105100082 4450 ELECTRICAL	150,000.00	150,000.00		
PPL ELECTRIC UTILITIES			608.92	
			<u>149,391.08</u>	
0105100082 4465 BUILDING SUPPLIES	8 750.00	750.00		750.00

DEPARTMENT / ACCOUNT	2020 BUDGET	JANUARY, 2020		
		BEGINNING BAL	ACTIVITY	ENDING BAL
LAW DEPARTMENT:				
0106000000 4201 PROFESSIONAL SERVICES	225,000.00	225,000.00		225,000.00
0106000000 4210 SERVICES AND MAINTENANCE FEE	2,000.00	2,000.00		2,000.00
0106000000 4270 DUES & SUBSCRIPTIONS	3,000.00	3,000.00		3,000.00
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	2,500.00	2,500.00		2,500.00
0106000000 4470 TRAINING & CERTIFICATION	2,000.00	2,000.00		2,000.00
DEPARTMENT OF PUBLIC WORKS ADMINISTRATION BUREAU:				
0108000080 4201 PROFESSIONAL SERVICES	2,500.00	2,500.00		2,500.00
0108000080 4210 SERVICES & MAINTENANCE FEE	1,500.00	1,500.00		1,500.00
0108000080 4420 TRAVEL AND LODGING	500.00	500.00		500.00
0108000080 4550 CAPITAL EXPENDITURES	10,000.00	10,000.00		10,000.00
0108000080 4570 MAINTENANCE COMMUNICATION EQUIPMENT	20,000.00	20,000.00		20,000.00
0108000080 4576 MAINTENANCE SUPER FUND SIGHT	10,000.00	10,000.00		10,000.00
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE	250,000.00	250,000.00		250,000.00

DEPARTMENT / ACCOUNT	2020 BUDGET	JANUARY, 2020		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
ENGINEERING BUREAU:				
0108000081 4201 PROFESSIONAL SERVICES	75,000.00	75,000.00		<u>75,000.00</u>
0108000081 4210 SERVICES & MAINTENANCE FEE	500.00	500.00		<u>500.00</u>
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00		<u>100.00</u>
0108000081 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: CURRENT PERIOD	250.00	250.00	87.98	<u>182.02</u>
0108000081 4470 TRAINING & CERTIFICATION PENN STATE EXTENSION	500.00	500.00	55.00	<u>445.00</u>
HIGHWAYS BUREAU:				
0108000083 4260 RENTAL VEHICLES & EQUIPMENT	100,000.00	100,000.00		<u>100,000.00</u>
0108000083 4340 CONSTRUCTION - PAVING MATERIAL ENCUMBERED: CURRENT PERIOD HEL-WAY LLC	150,000.00	150,000.00	245.40 5,078.51	<u>144,675.99</u>
0108000083 4350 PAINT / SIGN MATERIAL	20,000.00	20,000.00		<u>20,000.00</u>
0108000083 4370 PARKS AND RECREATION SUPPLIES	25,000.00	25,000.00		<u>25,000.00</u>
0108000083 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: CURRENT PERIOD S & S TOOLS & SUPPLIES	40,000.00	40,000.00	2,159.99 1,227.38	<u>36,612.63</u>
0108000083 4410 SALT ENCUMBERED: CURRENT PERIOD	475,000.00	475,000.00	127,633.81	<u>347,366.19</u>
0108000083 4460 STREET LIGHTING	230,000.00	230,000.00		<u>230,000.00</u>

DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL.	JANUARY, 2020	
			ACTIVITY	ENDING BAL.
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE A & M ELECTRICAL CONSTRUCTION, INC. URBAN ELECTRICAL CONTRACTORS, INC.	150,000.00	150,000.00	1,106.24 1,085.00	147,808.76
0108000083 4467 TRAFFIC SIGNAL ELECTRICITY PPL ELECTRIC UTILITIES	90,000.00	90,000.00	46.59	89,953.41
0108000083 4550 CAPITAL EXPENDITURES	210,000.00	210,000.00		210,000.00
0108000083 4551 ROADWAY RESURFACING PROGRAM	850,000.00	850,000.00		850,000.00
REFUSE BUREAU				
0108000084 4390 MATERIALS / SUPPLIES (MISC)	1,000.00	1,000.00		1,000.00
0108000084 4420 TRAVEL AND LODGING	1,000.00	1,000.00		1,000.00
0108000084 4490 LANDFILL KEYSTONE SANITARY LANDFILL	1,410,000.00	1,410,000.00	103,017.36	1,306,982.64
0108000084 4550 CAPITAL EXPENDITURES	235,000.00	235,000.00		235,000.00
0108000084 4555 RECYCLING	350,000.00	350,000.00		350,000.00
GARAGES BUREAU				
0108000085 4220 CONTRACTED SERVICES	2,500.00	2,500.00		2,500.00
0108000085 4301 GAS, OIL, LUBRICANTS D. G. NICHOLAS CO. PAPCO WEX BANK	350,000.00	350,000.00	1,797.80 15,237.00 14,247.06	318,718.14

DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL	JANUARY, 2020	
			ACTIVITY	ENDING BAL.
0108000085 4310 EQUIPMENT / VEHICLE REPAIR / MAINTENANCE	375,000.00	375,000.00		
ENCUMBERED: CURRENT PERIOD				
A.I.T. AUTOMOTIVE			2,562.54	
AIR BRAKE & EQUIPMENT CO., INC.			1,359.65	
AMERICAN FIRE SERVICES			1,921.15	
C. G. CUSTOM TRUCKS			643.60	
COLOURS, INC.			267.05	
CUSTOM CANVAS			38.64	
D. G. NICHOLAS CO.			200.00	
DAILEY RESOURCES			1,388.36	
DAVE'S AUTO IGNITION			220.00	
DENAPLES AUTO PARTS			40.00	
DENAPLES TOWING, INC.			5,861.00	
ELECTRO BATTERY			855.00	
F & S SUPPLY COMPANY, INC.			1,094.00	
FARGIONE AUTO SERVICE			211.44	
JORDAN'S TOWING			50.00	
KOVATCH FORD, INC.			425.00	
MESKO GLASS & MIRROR			2,218.80	
POWELL'S SALES & SERVICE			160.00	
SHERWOOD FTL STL			1,488.32	
TRIPLE CITIES ACQUISITIONS, LLC			3,140.65	
WAYNE COUNTY FORD			274.32	
			339.34	
				<u>350,238.14</u>
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES	16,500.00	16,500.00		
AIR BRAKE & EQUIPMENT CO., INC.			44.14	
D. G. NICHOLAS CO.			74.67	
FASTENAL COMPANY			9.01	
LYNADY, MICHAEL			200.00	
S & S TOOLS & SUPPLIES			22.50	
				<u>16,149.68</u>
0108000085 4390 MATERIALS / SUPPLIES (MISC)	49,500.00	49,500.00		
ENCUMBERED: CURRENT PERIOD				
A.I.T. AUTOMOTIVE			1,668.76	
C. G. CUSTOM TRUCKS			308.45	
D. G. NICHOLAS CO.			313.60	
EAGLE TRUCK EQUIPMENT, INC.			582.52	
FLEET PRIDE			171.96	
TRIPLE CITIES ACQUISITIONS, LLC			185.01	
			180.19	
				<u>46,089.51</u>
0108000085 4401 TIRES	90,500.00	90,500.00		
ENCUMBERED: CURRENT PERIOD				
KOST TIRE & AUTO SERVICE			2,832.44	
			1,600.62	
				<u>86,066.94</u>

DEPARTMENT / ACCOUNT	2020 BUDGET	JANUARY, 2020		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000085 4420 TRAVEL AND LODGING	500.00	500.00		500.00
0108000085 4550 CAPITAL EXPENDITURES	70,000.00	70,000.00		70,000.00
0108000085 4901 MAINTENANCE (PREVENTATIVE)	7,500.00	7,500.00		7,500.00
PARKS & RECREATION DEPARTMENT				
0110000000 4280 MISC SERVICES - NON CLASSIFIED	5,000.00	5,000.00		5,000.00
0110000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	500.00		500.00
0110000000 4320 BUILDING REPAIR - SUPPLY MAINTENANCE GERALD SMUJL	15,000.00	15,000.00	1,919.35	13,080.65
0110000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES	10,000.00	10,000.00		10,000.00
0110000000 4360 SMALL TOOLS / SHOP SUPPLIES	500.00	500.00		500.00
0110000000 4370 PARKS & RECREATION SUPPLIES D. G. NICHOLAS CO.	12,500.00	12,500.00	69.99	12,430.01
0110000000 4420 TRAVEL AND LODGING	250.00	250.00		250.00
0110000000 4530 PERFORMING ARTS SCRANTON MUSIC ASSOCIATION	17,500.00	17,500.00	12,500.00	5,000.00
0110000000 4540 SPRING / SUMMER PROGRAMS AMERICAN SOCIETY OF COMPOSERS SESAC, INC.	3,000.00	3,000.00	243.33 1,496.00	1,260.67
0110000000 4550 CAPITAL EXPENDITURES CHILEWSKI ENTERPRISES	875,000.00	875,000.00	76,137.64	798,862.36

DEPARTMENT / ACCOUNT	2020 BUDGET	JANUARY, 2020		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
NON-DEPARTMENTAL EXPENDITURES				
0140110030 4299 ZONING BOARD PENETAR, DANIEL SCRANTON TIMES	25,000.00	25,000.00	1,745.00 460.00	22,795.00
0140110060 4299 EVERHART MUSEUM EVERHART MUSEUM	37,500.00	37,500.00	4,833.33	32,666.67
0140110075 4299 SCRANTON PLAN	100,000.00	100,000.00		100,000.00
0140110080 4299 SCRANTON TOMORROW	225,000.00	225,000.00		225,000.00
0140110110 4299 SHADE TREE COMMISSION NORTHERN TREE EXPERT CO. TITAN TREE SERVICE	175,000.00	175,000.00	9,700.00 8,744.00	156,556.00
0140110120 4299 ST. CATS AND DOGS	10,000.00	10,000.00		10,000.00
0140110130 4299 MAYOR'S 504 TASK FORCE	1,000.00	1,000.00		1,000.00
0140110140 4299 CIVIL SERVICE COMMISSION	25,000.00	25,000.00		25,000.00
0140110150 4299 HUMAN RELATIONS COMMISSION	1,000.00	1,000.00		1,000.00
0140110155 4299 LHVA TRAIL MAINTENANCE	12,500.00	12,500.00		12,500.00
0140110160 4299 ETHICS BOARD	25,000.00	25,000.00		25,000.00
0140115230 4299 TAN SERIES	12,750,000.00	12,750,000.00		12,750,000.00
0140115240 4299 TAN SERIES INTEREST	446,250.00	446,250.00		446,250.00
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING	452,541.66	452,541.66		452,541.66

DEPARTMENT / ACCOUNT	2020 BUDGET	JANUARY, 2020		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS	156,894.74	156,894.74		<u>156,894.74</u>
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	100,000.00		<u>100,000.00</u>
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA	888,012.50	888,012.50		<u>888,012.50</u>
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	218,147.96	218,147.96		<u>218,147.96</u>
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME ENGINE FIRST STATE BANK	49,849.00	49,849.00		<u>0.00</u>
0140115331 4299 OPER TSF TO DBT SVC - 2019 GO BONDS BLDG	1,000.00	1,000.00		<u>1,000.00</u>
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	3,231,000.00	3,231,000.00		<u>3,231,000.00</u>
0140115333 4299 OPER TSF TO DBT SVC - 2018 TAXABLE SERIES	6,559,450.00	6,559,450.00		<u>6,559,450.00</u>
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,851.02	25,851.02		<u>25,851.02</u>
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	0.00	0.00		<u>0.00</u>
0140115337 4299 OPER TSF TO DBT SVC - ESCO LEASE BUILDING	100,000.00	100,000.00		<u>100,000.00</u>
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A	3,620,500.00	3,620,500.00		<u>3,620,500.00</u>
0140115339 4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES	1,878,000.00	1,878,000.00		<u>1,878,000.00</u>
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS KS STATEBANK	53,925.94	53,925.94		<u>53,925.94</u>
				<u>0.00</u>

DEPARTMENT / ACCOUNT	2020 BUDGET	JANUARY, 2020		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,811.66	244,811.66		244,811.66
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING	429,767.00	429,767.00		429,767.00
0140115343 4299 2018 ARIEL PLATFORM TRUCK LEASE	102,156.57	102,156.57		102,156.57
0140115344 4299 M&T LEASE REFUSE PACKERS	89,937.87	89,937.87		89,937.87
0140113090 4299 CONTINGENCY	400,000.00	400,000.00		400,000.00
0140113100 4299 OECD CONTINGENCY MONEY NOT REC FROM OECD	244,000.00	244,000.00	1,262.52	242,737.48
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG.	300,000.00	300,000.00		300,000.00
0140116270 4299 COURT AWARDS	500,000.00	500,000.00		500,000.00
0140117020 4299 VETERAN'S ORGANIZATION	10,000.00	10,000.00		10,000.00
0140117040 4299 OPEB TRUST FUND	50,000.00	50,000.00		50,000.00
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	1,000.00		1,000.00
0140117080 4299 TARGETED EXPENSES - REVENUE PASS THROUGH ACCOUNT	300,000.00	300,000.00		300,000.00
0140117100 4299 GRANT MATCH	763,300.00	763,300.00		763,300.00

CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION

Minutes

January 15, 2020

The Scranton Firefighters Pension Commission was called to order at 08:34 hrs. The following members were in attendance:

Chairman Gary DeStefano
Secretary Brian Scott
Active Rep. Jim Sable (Absent)
Retired Rep. Bernard Garvey
Retired Rep. Terry Osborne
Attorney Larry Durkin
Controller John Murray

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Motion to accept December 2019 minutes by Garvey, second by Osborne. Motion carried.

Correspondence:

Anderson to Scott in regard to not processing retiree raises due to Judge Mazzone 2017 decision. Osborne asked who sent the court decision to Anderson, Durkin stated that it was the City Solicitor. Osborne asked what is actuarial soundness, DeStefano stated Randy Sekol (Beyer-Barber) would have to state the fund is actuarial sound. Durkin stated that there are levels of distress and if the fund is in distress status it will not be designated as actuarial sound. Osborne asked if we are still getting supplemental, DeStefano stated no.

Bills:

Motion to pay bill for Durkin and MacDonald LCC \$319.00 by Osborne, second by Murray. Motion carried.

Old Business:

Date of Hire for Bob Bolus Jr. Durkin stated the governing 1964 ordinance states pension contributions should be made from your date of hire. Osborne stated that the board was cited years ago for not having contributions made from date of hire. There will need to be a payment plan for backpay over time for Bolus. Durkin stated it will matter to him if he leaves on a disability pension with less than 10 years and that he has to make pension contributions for that time to count. Durkin stated he will talk to Becky McMullen.

Durkin asked if we heard anything about Elliot Clay, Garvey saw that an estate has been filed.

Durkin stated James Walsh is waiting on workers comp settlement.

Durkin stated that he has heard nothing on Kyle Armbruster employment status.

New Business:

Passing of widows Mary Mahoney and Marie Wasyluniak.

Garvey asked if city paid MMO on time, Durkin stated yes.

Osborne asked if the board can send a letter to the Mayor to appoint a citizen to the board. Scott stated he will do it.

Application for Membership: None

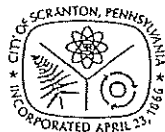
Application for Pension: None

Audience: None

Motion to Adjourn:

Motion to adjourn by Garvey, second by Osborne. Motion Carried.

City of Scranton
Pennsylvania



Municipal Pension Fund

MINUTES

NON-UNIFORM MUNICIPAL PENSION BOARD

JANUARY 15, 2020

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, January 15, 2020 at 9:30 A.M. in City Council Chambers.

In attendance were:

John Hazzouri, President

Maggie Perry, Vice-President

John J. Murray, City Controller

Lori Reed, Proxy for City Council President

Larry Durkin, Esquire, Attorney for Board

President Hazzouri asked for a motion to accept the minutes of last month's meeting held on Wednesday, December 18, 2019.

Mrs. Perry made a motion to accept the minutes from the December 18th meeting.

Mrs. Reed seconded the motion.

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

President Hazzouri read the following agenda items:

1. A pension application was received from former City of Scranton employee, Kathryn Garvey who resigned on January 3, 2020. **Mrs. Reed** made the motion

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to approve Mrs. Garvey's pension application and **Mr. Murray** seconded the motion. All were in favor.

President Hazzouri offered a few comments about working with Kay Garvey over the years and what an honor it was to work with her in Council's office and in the Mayor's office. She was very professional and helpful to everyone. He also wished her the best of luck and good health. **Mrs. Reed** and **Mrs. Perry** concurred with President Hazzouri's comments.

2. An invoice was presented for payment from Durkin MacDonald, LLC in the amount of \$ 1,044.00 for services rendered from December 17, 2019 through January 13, 2020. **Mrs. Reed** made the motion to pay the invoice and **Mrs. Perry** seconded the motion. All were in favor.
3. A refund of pension contributions was approved for former City Zoning Officer Jack Sweeney who had been employed from April 2014 to July 2019. **Mrs. Reed** made the motion to refund the contribution to Mr. Sweeney and **Mr. Murray** seconded the motion. All were in favor.

President Hazzouri opened up the floor to the Board.

Attorney Durkin stated that he had two items for follow up. The first: Michele Phillips, a former library employee, who submitted an application for a disability pension around this time last year. There was a process that we went through which included being examined by our doctor who determined that she was not disabled. After a hearing and other things, the Board denied her application. She appealed the Board's denial to Lackawanna County, which is her option under the Local Agency Law. Since that time, it has been assigned to Judge Mazzoni. At the last meeting, the Board had authorized John (Hazzouri) to certify the record and we filed our record with the court. There is an argument in early February so we might have an argument on it before the next meeting, but not a decision, assuming it doesn't get pushed back. It is in progress going through the normal process. **Mrs. Reed** asked for an explanation of an argument. **Attorney Durkin** stated that anyone can attend an argument. They appealed what we did and there is a standard that they have to meet under Local Agency Law, which is, was there a violation of her constitutional rights, about which he did not feel we would hear anything. Was there a sufficient factual basis for our

decision? From what attorney Durkin has seen so far, he thinks they are going to challenge it on a factual basis. It is the only avenue that is there for them. It is similar to what happened with the double pensions. We made our decision, they appealed it, that also went before Judge Mazzone and it is the same avenues that they can go through. There is not a trial; there are no witnesses to testify. The record goes with her application all the way through to our vote...all those steps we took along the way, we had the hearing with her; she submitted all the medical records, etc. They will file a brief saying why they think we are wrong. We will file a brief saying why we are right. The judge will hear the arguments. It is the lawyers' arguing to the court why they are right. It is not witnesses testifying. It is open to the public. Attorney Durkin will attend that argument and he can send the Board the date and time of the argument. Judge Mazzone is very familiar with the process since he has handled the double pensions and police and fire issues.

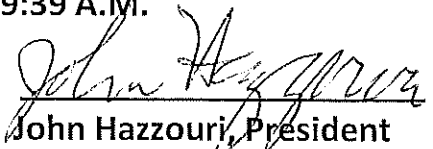
Second: At the last meeting, the Board voted to get an actuarial study done on changes to Non-Uniform, which is meager. At last month's meeting, John (Hazzouri) had asked that the study be done on three different changes so attorney Durkin sent that to Jim Kennedy and the actuarial Randy Sekol from Beyer-Barber. It is in process but doesn't know if we will have it for February. We will address any follow up questions they have as they come to us.

President Hazzouri asked for a motion to adjourn the meeting.

Mrs. Perry made a motion to adjourn the meeting.

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

Meeting adjourned at 9:39 A.M.

Minutes approved by:  Date: 2-20-20
John Hazzouri, President

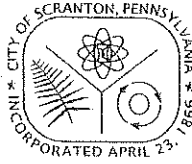
Respectfully submitted:  Date: 2-19-2020
Kathy Carrera, Recording Secretary

Council of the City of Scranton

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

Lori Reed
City Clerk

Kevin C. Hayes, Esq.
Counsel



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

PROXY

I, William Gaughan, hereby revoke any previous proxies and appoint Lori Reed as my proxy to attend the meeting of:

Non-uniform pension board

On:

Jan. 15, 2020

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

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

Dated: 1/15/2020

Signed: William Gaughan

Witness: Jamie Marciano

**SCRANTON POLICE PENSION
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS
JANUARY 15, 2020

BOARD MEMBERS

1. THOMAS TOLAN- PRESENT
2. DAVID MITCHELL PROXY- PRESENT
3. NANCY KRAKE- PRESENT
4. JOHN MURRAY-PRESENT
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- PRESENT

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MINUTES FROM WEDNESDAY DECEMBER 18, 2019 MEETING OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE BY CAMMEROTA TO APPROVE THE MINUTES AND SECONDED BY MITCHELL. MOTION PASSED

BILLS:

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. DECEMBER 17, 2019 THRU JANUARY 13, 2020 TO THE AMOUNT OF \$275.50

A MOTION MADE BY KRAKE TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 275.50 FROM DECEMBER 17, 2019 THRU JANUARY 13, 2020. SECONDED BY CAMMEROTA, ALL IN FAVOR MOTION PASSED.

COMMUNICATION:

THE BOARD RECEIVED AN APPLICATION FOR PENSION FROM MARTY CROFTON.
CAMMEROTA MADE THE MOTION TO GRANT MARTY CROFTON A PENSION-
SECONDED BY MITCHELL AND MOTION PASSED.

A MOTION WAS MADE TO ADJOURN BY CAMMEROTA AND SECONDED BY KRAKE.
MEETING ADJOURNED AT 1017HRS.

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**COMPOSITE PENSION BOARD MINUTES
JANUARY 15, 2020**

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The regular meeting of the Composite Pension Board was held on Wednesday, January 15th at 11:00AM in City Council Chambers.

The following were in attendance:

DAVID MITCHELL – Pres. – Police Employee Representative
JOHN HAZZOURI – Vice Pres – Municipal Board Representative
ROBERT SENCHAK – Sect. - Fire Employee Representative
PAUL HELRING – Police Board Representative
MAGGIE PERRY – Municipal Employee Representative
GARY DESTEFANO – Fire Board Representative
LORI REED – (Proxy) City Council
JOHN MURRAY - City Controller
LARRY DURKIN – Durkin MacDonald (Legal Counsel)
MARC AMMATURO – PFM Group (Trustee)

Dave Mitchell... Called the meeting to order. Every other year we need to reorganize and we need to elect by a vote of majority a president, vice-president and a secretary. He entertained a Motion for the position of Board President. **John Hazzouri made a Motion for David Mitchell to stay on as the President, Dave asked if anyone else wished to run for the position of president, no response, he accepted.** The next will be for Vice President of the Composite Pension Board. **Paul Helring made a Motion for John Hazzouri to stay on as Vice President, Dave asked if anyone else would like to make a Motion for someone else for the Vice President, no response, John accepted.** The next is Secretary, does anybody want to make a Motion for the position of Secretary. **Paul Helring made the Motion that Robert Senchak is the Secretary, Dave asked if anyone else wants to make a Motion for anyone else, no response, Robert accepted.** The officers will remain the same for the next two years.

Dave asked for a Motion for the Minutes of December 18, 2019 meeting. **John Hazzouri made a Motion to accept, seconded by Paul Helring, Dave asked if anybody had a question, no response, all were in favor.**

Correspondence:

One is an investment change with PFM. We have an e-mail from Matt Smith that we have a representative that will go over that. We also have two, our secretary has two forms that she sent out under the Sunshine Act for the legal notice in the Scranton Times for the upcoming meeting for this year which we voted on in the past, he thinks in November for the third Wednesday of every month for the calendar year of 2020.

He asked if anybody had any questions on the correspondence, no response.

Bills:

The first one is for legal services for 12/17/19 to 1/13/20 for Durkin and MacDonald in the amount of \$435.00. He asked for a Motion of pay this bill. **Motion made by Paul Helring, seconded by John Hazzouri, all were in favor.**

The next bill is for services from 11/1 – 11/30/19 to PFM Asset Management LLC in the amount of \$14,452.68 per contract, **Motion made by John Hazzouri, seconded by Maggie Perry, all were in favor.**

That was all Dave had at this time. He asked the Board if they had anything. The Board members had nothing at this time. Dave welcomed John Murray the new City Controller to the Board.

Paul Helring... Last month we talked about record keeping. He contacted Mike from the company that City Council uses, he is out of town. Next month he is going to be here at 11:45 AM he will give a presentation or a questions and answer of what we are looking for. Paul asked Lori if she could be there because they already use the company. She said we may be able to piggy back off that. Larry said the objective would be to define what it is that we are looking for and then we will see how it fits into, see what the cost is, see if it fits into that contract and go from there.

Dave asked if it does fit would that allow us not the have to go up to the RFP and everything with 205 standards and everything. Larry said it's possible. Dave said he'd hate to have to spend all of this money for something that going to be very minimal. Larry said it's not a professional service, he doesn't really know how much we're talking about he has no idea. We'll at least have a starting point and then we can come back and decide what we want to do. We'll know from there whether it fits or it doesn't fit and what we need to do.

Dave said the other boards all of them are aware so they know to be here. The main decision is probably going to be from them. We are going to do the hiring. Our Minutes are all on file with council so ours is already being stored that way. So the main thing that we are probably looking for is for the three under boards and what they need stored more officially.

Larry said the only one he needs to talk to about this is fire. He will talk with Gary between now and then. It would seem to make sense to have at least one person from each board. Dave said his opinion is whatever those boards want why would we not. We have representation at this Board from all those boards because they are going to be the ones who are mainly using the service. Lori said and authorized users.

Larry said that's one of the topics. A fair amount of the information is confidential that's in peoples files, whether they're on disability, but those will be the initial topics. Next month is going to be the work meeting after this. He'll touch base on it with Dave before then and we'll figure out where it fits. Do we need to do a contract on it or piggy back on the City? The objective is to keep it to a minimum of effort. Lori said because it's silly it's the same client basically so maybe we could just expand on what we are already using them for. Larry said we may be able to. Lori said she would pull the contract information and give it to Larry, storage bills, etc. Dave asked if anyone had anything else on this topic or other topics, no response.

Marc Ammaturo... Distributed his report to the Board and made his presentation. Another strong month for the stock market domestically. Just the month of December the S&P 500 was up 3%, the international MSCI ACWI ex-U.S. was up 4.3%, bonds slightly sold off for the month of December. Bloomberg Barclays US Agg. that was slightly negative (-0.07%). For the quarter Domestic Equity S&P 500 was up 9%, the year to date was 31.58% positive return. You have an overweight exposure to the domestic stock market that has really benefited you.

International equity if you look at quarterly very, very strong MSCI ACWI ex-US up 8.9% for the 4th Quarter and 21% for the year, very, very strong returns. Not as strong as the U.S. needless to say 21% is very strong for the international stock market. You are also overweight in that asset class as well, that was also beneficial.

You were underweight in the fixed income market. You still generated a nice return Bloomberg Barclays U.S. Agg. year to date 8.72%, you have exposure there you just don't have that much exposure.

Why did even the bond market do so well last year, look at the U.S. Treasury Yield Curve. If you look at the red dotted line and look at the 10 year section of that diagram a 10 year Treasury bond traded at 2.5% and look at the blue solid line it now trades at 1.92%. So long term rates for a bond were at 2.5 in the beginning of last year at the end 1.9. That's why you see that 8% return in the bond market.

Why did the domestic stock market do so good, if you look at the Economic Indicators the GDP, that's the growth of U.S. economy, not gang buster growth but solid growth 2.1%. That's the growth in U.S. economy. It was 2% last month 2.1% in December again solid growth.

The consumer continues to spend. Consumer retail sales continue to be strong. The consumer accounts for about 65% if not 70% of the U.S. economy.

Internationally, if you look at the Economic Indicators not as strong growth, if you look at the GDP for developed international 1.3%. So again the economy is generating returns of about 2% growth that means that profitable is strong. That's why you're seeing such strong returns on the stock market. Part of it was 2018 wasn't so kind to the U.S. equity market, especially the 4th Quarter of 2018.

The stock market continues to be very resilient and generates solid returns. One last number on this plan he pointed out the Stock Market Sector Performance. If you look in the middle of the bar chart it says Info Tech look at the year to date 50% return. So information technology stocks in the U.S had the rally, that would be Amazon, Facebook, etc. those stocks were up in the aggregate 50%.

Page 2.1 the market value of the pension fund was \$101,491,634, the returns just for the month of December was 1.7% positive, for the 4th Quarter was 5% positive, for one year was 17.90%, your three year number is 8.75%.

Domestic equity most of these assets are Index with Vanguard, if you look at the one year column that index fund is 34% of your asset and it was up 30%. The next two are smaller allocations, Jensen is 3% of your asset, for the month they were up 3%, then you have a Mid Cap ETF, it's only 1% of your plan, for this month it was right there with the benchmark 2.8%.

On the international equity side similar story the first manager is Vanguard International the one year is up 21% that's 11% of your plan. J O Hambro one year number it was up 19% slightly under the benchmark, we're keeping a close eye, the three year number they are over the benchmark. Invesco and Hartford Schroders, if you look at the one year column both of them out performed. The benchmark was 22%, Invesco was 25% and with Hartford Schroder the one year the benchmark was up 18% and they were 22%. So a good outperformance by those two international managers in international equity.

On the fixed income side there was a recent addition, six down it says Voya, it just got hired in January you can't really look at their performance, they have exposure to mortgage bonds. If you look at Baird for one year, the bond market was up 8.7% they were up 10%. If you look at PGIM, the bond market was up 8% they were up 11%, i Share just got hired in October so if you look at the quarter they were up 1.3% the benchmark was 1.28%. It's a small allocation 2% of the plan.

The market value as of January 13th the market value is up to \$108,865,300 that in part is due to the MMO being invested after the year end. John said today is the payout. He reviewed pages 2.3 and 2.4. Twelve months ago your plan was \$92,409,436, even cash flow negative of (\$7,149,550) paying out to retirees, contributing to the plan the last 12 months \$16.2 million \$16,231,748 that is why your plan grew about \$9 million from \$92 million to \$101 million. Your earnings continue to exceed the negative cash flow position.


He reviewed the asset allocation. If you look at the domestic bar chart, domestic equity the blue bar, that's how you invested at the end of the year 39% exposure to the Domestic Equity Market. In your Investment Policy your target for that asset class is 36% so again you're overweight, you have more exposure to that asset class. International equity, not to the same extent but you have more exposure there than your target IPF. You have 21% international stocks and your target is 19. Those two positions were beneficial. Then you're virtually underweight in the bond market. The blue bar says 35% the target is 40% so you're underweight by about 5%. This is what PFM consistently thinks about.

Dave said just so the Board realizes it, if you didn't pick up on it when he said the negative cash flow (\$7.1) million for last year, that does not reflect the MMO that the City paid in December in that number. The City paid close to that, \$6.4 it's less than half a million dollars. That number for some reason didn't get sent over from Mellon over to PFM by December 31st so it won't be included in this report. Larry said the City did make the payment in December there was a slight delay in Mellon transferring the money to PFM's investment account. It will show up in January.

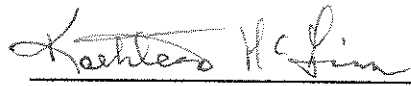
Dave asked if the Board had any questions for PFM, no response. Dave said Jim Kennedy called last night he had some work issues he could not attend today.

Motion to adjourn made by Paul Helring, seconded by Gary DeStefano, all were in favor.

February 19th is our next Meeting



David Mitchell
President



Kathleen McGinn
Recording Secretary



Non-Uniform Municipal Pension Fund

NON-UNIFORM MUNICIPAL PENSION

AGENDA

FEBRUARY 19, 2020

1. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$ 2,523.00 WHICH REPRESENTS SERVICES RENDERED FROM JANUARY 14, 2020 THROUGH FEBRUARY 17, 2020.
2. A REFUND OF PENSION CONTRIBUTIONS IS DUE TO FORMER BUSINESS ADMINISTRATOR DAVID BULZONI, WHO HAD BEEN REEMPLOYED FROM MAY, 2018 TO JANUARY, 2020. DURING THAT TIME, MR. BULZONI CONTRIBUTED A TOTAL OF 21 MONTHS AT \$22.00 PER MONTH FOR A TOTAL OF \$462.00. HE IS ALSO DUE A REPAYMENT OF HIS PENSION CONTRIBUTIONS REFUNDED TO HIM WHEN HE RESIGNED NOVEMBER 2017. MR. BULZONI REPAID THAT REFUND, WITH INTEREST, IN THE AMOUNT OF \$1,085.70 IN JULY 2018. THE TOTAL REFUND DUE TO MR. BULZONI'S IS \$1,547.70.
3. RECEIVED AN INVOICE FROM BEYER-BARBER COMPANY IN THE AMOUNT OF \$700.00 FOR PREPARATION OF BENEFIT CALCULATIONS FOR BRAZIL, GARVEY, HICKEY AND NOVEMBRINO.

4. RECEIVED AN INVOICE PAYABLE TO LACKAWANNA PRINTING COMPANY DATED FEBRUARY 6, 2020 IN THE AMOUNT OF \$69.50 FOR NON-UNIFORM MUNICIPAL PENSION LETTERHEAD.

BEYER-BARBER COMPANY

1136 HAMILTON STREET, SUITE 103
ALLENTOWN, PENNSYLVANIA 18101

PHONE 610-435-9577
FAX 610-435-2663
www.beyerbarber.com

February 19, 2020

City of Scranton Non-Uniformed Employees' Pension Board
City Hall
340 N. Washington Avenue
Scranton, PA 18503

RECEIVED
FEB 19 2020

Pension Board Members:

OFFICE OF CITY
COUNCIL/CITY CLERK

As you know, the current benefit structure of the Non-Uniformed Plan is as follows:

- Members hired before July 1, 1987 - The retirement benefit is equal to 75% of average monthly pay based on the final 5 years of employment to a maximum benefit of \$600 after 20 years of service and \$650 for 21 to 30 years of service and \$700 for 31 or more years of service.
- Members hired on or after July 1, 1987 - The retirement benefit is equal to 75% of average monthly pay based on the final 60 months of employment to a maximum benefit of \$550 after 20 years of service and \$600 for 21 to 30 years of service and \$650 for 31 or more years of service.

Attached please find an exhibit that summarizes the funding impact of the following three different benefit improvement scenarios:

- Scenario 1: Members hired before July 1, 1987 only - Increase the maximum pension amount for members hired before July 1, 1987 to \$900 after 20 years of service, \$950 for 21 to 30 years of service and \$1,000 for 31 or more years of service.
- Scenario 2: Members hired on or after July 1, 1987 only - Increase the maximum pension amount for members hired after July 1, 1987 to \$850 after 20 years of service, \$900 for 21 to 30 years of service and \$950 for 31 or more years of service.
- Scenario 3: All Members - Increase the maximum pension amount for all non-uniformed members to \$800 after 20 years of service, \$900 for 21 to 30 years of service and \$1,000 for 31 or more years of service.

In considering whether to make a recommendation to improve any of the above benefits, the Non-Uniformed Plan Board needs to take into consideration the fact that in a January 29, 2014 Commonwealth Court decision in the case of City of Scranton v Jermyn Lodge as a Class 2A City, the court interprets Act 205 Section 302(c) as follows:

"Of particular importance here, a Section 302 actuarial report must demonstrate that the pension plan is actuarially sound in order for the municipality to determine the impact of the proposed modification on the pension plan's minimum funding requirements."

On that basis, the Court sided with the City in not granting certain benefits to the Police Plan.



Unfortunately, Act 205 nor Act 44 provide a definition as to what the term "actuarially sound" means. The American Academy of Actuaries policy report entitled "Actuarial Soundness" reports that no such definition of actuarial soundness exists in the Internal Revenue Code, nor in ERISA (federal pension legislation that does not apply to governmental plans). The Report goes on to suggest that in the event no definition exists, it is the responsibility of the actuary to render such an opinion when requested.

As the actuary for the Plan, I outline here the basis of my opinion that the City of Scranton Non-Uniformed Employees' Pension Fund is not actuarially sound.

BACKGROUND

For the purpose of this rendering this opinion, I have reviewed Biennial Actuarial Valuation Reports, Act 205 filings, Minimum Municipal Obligation (MMO) Certifications and financial statements of the Non-Uniformed Fund as well as the City's other two plans from 2003 through 2019. I have also researched both the financial distress determinations of the City's three pension fund, as well as the City itself. I also referenced other pension measurements that exist for non-governmental U.S. pension programs.

ANALYSIS

Act 205 Distress Levels – Act 205 requires that all benefit plans of a municipality be aggregated to determine the distress level that is applied to each plan. Prior to the recent one-time infusion of proceeds from the sale of the Sewer Authority, the City Plans were in the most severe Distress Level III. Since the infusion, we expect that the level will improve to Distress Level II and have a funded level of 54.4% based on the market value of assets. Even if it were appropriate to measure the Distress Level of the Non-Uniformed Plan by itself, at a 61.8% funded level based on the market value of assets, it would still be considered as Distress Level II. Note that if either Scenario I & II, or Scenario III improvements were adopted, the funded level of the Non-Uniformed Plan by itself would go down to 53.9% based on the market value of assets. While no longer in the most severe Distress Level, the Plans are still materially underfunded.

The City of Scranton Distress Status – We are not in a position to evaluate the City's financial status, but the City has been considered a distressed city in accordance with Act 47 for well over 20 years. The Pennsylvania Economy League has been assisting the City during that time to try to get the City out of the distressed classification. The City's financial challenges have been the subject of numerous newsprint articles.

The Commonwealth of Pennsylvania – The State currently provides municipalities with State Aid units which are given to the City and other municipalities in order to help fund pension plans. In fact, State Aid contributions were more than 50% of all contributions made to the City's plans. As the State faces its own financial crisis, legislation has been proposed to divert monies away from State Aid to municipalities and use them for other purposes. If that occurs, there is serious doubt as to whether the City could make up that shortfall.

Other US Pension Standards – While ERISA doesn't define actuarial soundness as such, it does dictate different acceptable "funding standards" for corporate plans versus multiemployer plans (plans sponsored by one or more unions and more than one employer).

- Corporate Plans - If the funded level falls below 60%, the benefits of active employees are frozen (i.e. no future service credits) until that level increases above 60%. If the funded level is above 60% but below 80%, no benefit improvements may be made. Under this standard, the proposed benefit improvements would not be permitted.



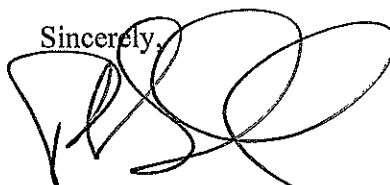
- Multiemployer Plans - If the funded level is below 65% ,the plan is considered to be in "Critical Status" and the Trustees of that Plan are required to establish a "Rehabilitation Program" that includes increased contribution levels and/or benefit reductions that will allow the plan to emerge from Critical Status in ten years. Benefit improvements would not be allowed in such a plan unless they were provided by a new source of contribution income that was not already being used to fund the plan.

CONCLUSION

In my opinion, based on the above analysis, neither the Non-Uniformed Plan by itself, nor the aggregation of all three City Plans as one are actuarially sound.

We are available for a thorough discussion of the funding status and our opinion with any and all representatives of the Non-Uniformed Employees' Pension Board, the City and its advisors and consultants.

Sincerely,



Rande W. Sekol, EA, MAAA, MSPA, FCA
CEO & Chief Actuary

Cc: Attorney Lawrence Durkin
James Kennedy



**CITY OF SCRANTON
NON-UNIFORMED PENSION PLAN**

FUNDING AMOUNTS AND SOURCES

I.	ACTUARIAL ACCRUED LIABILITY	AMORTIZATION COST	NORMAL COST	TOTAL 2019 FUNDING REQUIREMENT
CURRENT PLAN	\$10,527,884	\$716,931	\$72,010	\$853,941

II.	ACTUARIAL LIABILITY INCREASE	AMORTIZATION COST INCREASE	NORMAL COST INCREASE	TOTAL 2019 FUNDING REQUIREMENT INCREASE
SCENARIO 1	\$ 344,272	\$ 46,233 ¹	\$ 865	\$ 47,098
SCENARIO 2	1,206,067	161,964 ¹	36,317	198,281
SCENARIO 3	1,550,638	208,237 ¹	34,541	242,778

III. FUNDING SOURCES	TOTAL 2019 FUNDING REQUIRE.	ESTIMATED MEMBER CONTRIB.	ESTIMATED STATE AID	NET 2019 MUNICIPAL CONTRIBUTION
CURRENT PLAN	\$ 853,941	\$35,688	\$603,000	\$215,253
SCENARIO 1	901,039	35,688	603,000	262,351
SCENARIO 2	1,052,222	35,688	603,000	413,534
SCENARIO 3	1,096,719	35,688	603,000	458,031

¹ Increase in Amortization Cost is for a period of 10 years.





CITY PLANNING COMMISSION

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

CITY PLANNING COMMISSION February 26, 2020 6:00 PM

Meeting Location
City Council Chambers 2nd Floor
City Hall
340 N. Washington Ave.
Scranton, PA

OLD BUSINESS:

1. Review of Final Land Development plans by May Brands, LLC to develop a 4920 sq. ft. Major Convenience Store (Convenience Store, Dunkin Donuts and 5 fuel pumps) at 1200 N Keyser Ave. (N Keyser and Loop St.)

NEW BUSINESS:

1. Review of sketch plan for the subdivision of 3 parcels (6 acres) of the lands of David and Nicole A. Leonori to adjoining property owners in the 1500, 1600 and 1700 Blocks of Cherry St. (R-1 zone)
2. Review of Minor Subdivision Plan of the lands of MIMI Holdings LLC to covey 2 parcels (approx. 6640 sf) to adjoining property owner (Kost Tire) at 939 Jefferson Ave. (C-G zone)

The Sewer Authority of the City of Scranton, Pennsylvania

RECEIVED

FEB 21 2020

Board of Directors Meeting

January 16, 2020 Meeting Minutes

OFFICE OF CITY
COUNCIL/CITY CLERK

Mr. Michael Parker, Chairman, called the January 16, 2020 monthly Meeting of the Board of Directors of The Sewer Authority of the City of Scranton, Pennsylvania to order at approximately 5:30 P.M. The meeting was held in the Governor's Room of the Municipal Building of the City of Scranton.

Pledge of Allegiance

Roll Call:

Roll Call was taken; Mr. Michael Parker, Mr. Michael Dempsey, Mr. Kevin Whelan and Ms. Keleena McNichols were present.

Atty. Shrive declared a quorum present.

Acceptance of Previous Minutes:

The Minutes of the SSA Board Meeting of December 19, 2019 were presented and approved;

Approved 4-0

Report of the SSA Solicitor:

Atty. Jason Shrive gave the Solicitor's Report:

- The SSA is working on the wind down/transition, parameters of Purchase Agreement, rate payer & customer concerns, transition between Pennsylvania American Water & Scranton Sewer Authority, paying outstanding expenses, easement resolutions and dealing with litigation and day to day matters.
- Announced that Executive Session was held on 1/16/20, previous to public meeting where Litigation & Personnel issues were discussed.
- Announced the settlement resolution regarding Hadley, et.al. Class Action vs. SSA, Case 2016 CV 06261 has been reached and will appear for vote on the Board Agenda.

- Announced that he and Chairman Parker met with City of Scranton Mayor Paige Cagnetti, City Solicitor Jessica Eskra and Chief of Staff Stephanie Pisko, and all advised no issues with the Class Action settlement details.
- Announced that Atty. Stanley Yorsz will provide the Board and Public with an overview with specifics regarding the Hadley, et.al. Class Action matter.

Atty. Stanley Yorsz, with Buchanan, Ingersoll & Rooney, presented the Hadley, et.al. Class Action matter specifics and projected timeline to the Board and public in attendance.

Public Comment:

Public Comment was conducted and the following people addressed the Board:

Gary Duncan
Jim Lockwood

Board Action on Resolutions & Motions:

- Resolution to Approve Payment of Operating Expenses;
Approved 4-0
- Resolution to Approve Payment of Class Action/Easement Bills from The Class Action/Easement Escrow;
Approved 4-0
- Resolution to Ratify & Approve Actions of the Office Administrator and Solicitor;
Approved 4-0
- Resolution to Approve the 2020 Board Meeting Schedule of the SSA;
Approved 4-0
- Resolution to Approve Settlement of Hadley, et. al. vs. SSA, 2016 CV 6261.
Approved 4-0

Other Business:

No new business was addressed.

Adjournment: Meeting was adjourned at approximately 6:15 P.M.

LAW OFFICES
UFBERG & ASSOCIATES LLP
310 PENN AVENUE
SCRANTON, PENNSYLVANIA 18503
PHONE (570) 341-8800 FAX (570) 341-8801

RECEIVED

FEB 21 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

ROBERT UFBERG
MARY WALSH DEMPSEY
JOHN T. ELLIS*

* ALSO ADMITTED IN NEW YORK

ROBERT UFBERG, ESQ.
RUFBERG@UFBERGLAW.COM

February 21, 2020

Kevin C. Hayes, Esq.
Doherty Hayes, LLC
217 Wyoming Avenue
Scranton, PA 18503

RE: Scranton - Labor Solicitor, Disclosures by Current Contractor

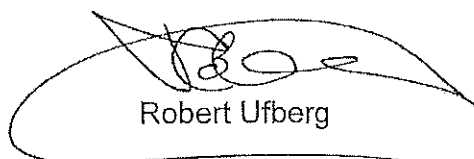
Dear Kevin:

As requested, our 'Disclosures by Current Contractor' form is attached. As to contribution amounts, I/we did the best we could in the time we had - and I believe it to be reasonably complete and accurate, although that is hard to state with perfect assurance without checking *everything*. However, I believe I captured most if not all of mine, and Mary and John the same. I note that in using the state site you recommended (for which I thank you), a few of my contributions seem to have been duplicated - either recorded twice on one day or recorded once on one day and once the next day, but both contributions in the same amount. As we discussed, I presume that means the same contribution was recorded at two different times and/or in two different places, so I listed those only once. If it is important, I can check it with my banks (I have more than one checking account, and in the 2015-2017 period I believe I had another account that I no longer use), but I didn't have time to do that in these few days. If you want me to, please let me know.

Please let me know if, upon review, you or any Councilpersons have any questions. I will have the letter we discussed to you on Monday, as agreed.

Thank you.

Sincerely,
UFBERG & ASSOCIATES LLP


Robert Ufberg

cc: Jessica Eskra, Esquire, City Solicitor
Stephanie Pisko, Esquire, Mayor's Chief of Staff and Assistant City Solicitor

Disclosures by Current Contractor

1. Provide the names and titles of all individuals providing professional services to the City of including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

Robert Ufberg, Principal and Managing Member of Firm: Provision of Labor & Employment Legal Services to the City of Scranton.

Mary Walsh Dempsey, Attorney, Senior Litigation Counsel – Provision of Labor and Employment Legal Services to the City of Scranton.¹

John T. Ellis, Attorney - Provision of Labor & Employment Legal Services to the City of Scranton.

- List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position.

Attorney Mary Walsh Dempsey: Served for 5 months, upon request and by appointment, as interim Councilwoman for the City of Scranton [August 7, 2019 - January 6, 2020].

- List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.

NONE.

2. Since January 1, 2015, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.

As noted above, Attorney Dempsey served for 5 months, from August 7, 2019 to January 6, 2020, as interim Councilwoman for the City of Scranton.

3. Since January 1, 2015, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional

¹ See letter from Robert Ufberg to City Solicitor Jessica Eskra and City Council Solicitor, by which the firm and Attorney Dempsey have voluntarily agreed that notwithstanding the recognized non-applicability of Section 307 of the City's Home Rule Charter to Attorney Dempsey's appointed service on City Council to fill a vacancy for a brief (5 months) interim period, she will not enter her appearance in any matter for the City of Scranton until one (1) year after her interim appointment to City Council expired, i.e., after January 6, 2021.

advice, services or assistance pursuant to its professional services contract with the City of Scranton.

NO.

4. Since January 1, 2015 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.

On October 17, 2019, Robert Ufberg and his wife, Elaine Ufberg, co-sponsored with another couple an introductory meeting for people in the general Scranton Community to meet Paige Cagnetti, then-candidate for Mayor of Scranton. The co-sponsors' and candidate's respective staffs assembled names of invitees, then e-mailed invitations. Coordination was primarily through the candidate's staff. The invitation suggested contributions in amounts ranging from \$100 to \$1,000. Although he presumes that some if not most people who attended made contributions, Mr. Ufberg does not know how much anyone other than he (\$720) and his wife's (\$1,000) contributed, nor did he collect money for the event; that was done by the candidate's staff. He does not know how many attended the event, but estimates it to have been between 25-35.

5. Since January 1, 2015, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.

a. **Robert Ufberg:**

Recipient Name: Paige Cagnetti
Amount, Date of Contribution: Friends of Page Cagnetti \$720.00 (10/17/19); and \$860.00 (11/4/19).

Recipient Name: Page Cagnetti Inaugural Committee
Amount, Date of Contribution: \$500.00 (12/24/19)

Recipient Name: Jim Mulligan for Mayor
Amount: Between \$500 and \$1000 (approximate)
Date of Contribution: 2016 or 2017

*** Unless an exact amount and date is specified, the above figures are good faith estimates.***

b. **Mary Walsh Dempsey:**

Recipient Name: Kyle Donahue for Mayor
Amount: \$500
Date of Contribution: October 17, 2019

Recipient Name: Mark McAndrew for Council
Amount: Between \$50 and \$100 (approximate)
Date of Contribution: Fall of 2019

Recipient Name: Jessica Rothchild for Council
Amount: Between \$50 and \$150 (approximate)
Date(s) of Contribution(s): Fall of 2019

Recipient Name: Jim Mulligan for Mayor
Amount: Between \$500-\$1000 (approximate)
Dates of Contribution: 2017

*** Unless an exact amount and date is specified, the above figures are good faith estimates.***

c. John T. Ellis:

Recipient Name: Jim Mulligan for Mayor
Amount: \$100
Dates of Contribution: 2017

*** Unless an exact amount and date is specified, the above figures are good faith estimates.***

6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.

NO.

7. Since January 1, 2015, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

NO.

8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2015; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00

in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.

Robert Ufberg – is the Principal and Managing Member of the firm. His contributions applicable to this question are set forth on the attached spreadsheet.

9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

NO.

10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

Robert Ufberg, with information received from Mary Walsh Dempsey and John Ellis.

VERIFICATION

I, Robert Ufberg, hereby state that I am the Managing Member of Ufberg & Associates, and am authorized to make this verification.

I verify that the I engaged in a good faith search of any and all financial records that were available to me and also utilized a government database regulated by the Pa. Dept. of State that tracks political contributions. As noted above, some of the figures are estimated.

The facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: _____

Date: _____

Disclosures by Current Contractor - Political Contributions of \$500 or more by Officer, Director, Executive, Employee or Owner to PA Public Office Candidates since 01/01/2015

<u>Date</u>	<u>Amount</u>	<u>Campaign/In Reference</u>	<u>Office</u>	<u>Political Party</u>
2015				
5/1/2015	\$1,000	Wansacz & O'Malley	County Commissioners	Democrat
5/18/2015	\$1,000	Friends of Wansacz & O'Malley	County Commissioners	
9/22/2015	\$1,000	O'Malley & Notarianni	County Commissioners	Democrat
10/15/2015	\$150.00	to The Superior Court	Court	Republican
2016				
4/8/2016	\$1,000	Shapiro, Josh for Pennsylvania	Attorney General	Democrat
8/18/2016	\$1,000	Shapiro, Josh for Pennsylvania	Attorney General	Democrat
11/14/2016	\$250	Marino, Tom	US House of Rep.	Republican
2017				
4/20/2017	\$250	Gilmartin, Katie	School Director	Democrat
11/27/2017	\$500	Casey, Bob	US Senator	Democrat
2018				
Exact date unknown	\$500	Casey, Bob	US Senator	Democrat
1/1/2018	\$180	Gilmartin, Katie	School Director	Unknown
8/8/2018	\$1,000	Wolf PAC	Governor	Democrat
10/26/2018	\$1,000	Blake, John Friends of Senator	Senator in the General Assembly	Democrat
11/19/2018	\$500.00	Mullins, Kyle Friends of	Representative in the General Assembly	Democrat
2019				
Jan-19	\$500	Commissioner Notarianni and Debi Domenick	County Commissioners	Democrat
2/22/2019	\$250.00	Friends of Bridget Kosierowski	Representative in the General Assembly	Unknown

RESOLUTION NO. _____

2020

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH AMO ENVIRONMENTAL DECISIONS FOR ENVIRONMENTAL REMEDIATION OF THE FUTURE SITE OF THE DOWNTOWN POCKET PARK, 248 WYOMING AVENUE, SCRANTON, PENNSYLVANIA.

WHEREAS, a request for Proposals was advertised in partnership with Lackawanna County and Scranton Tomorrow for environmental remediation of the future site of the Downtown Pocket Park and nine (9) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the Contract to AMO Environmental Decisions for the reasons provided in the attached Memorandum from the City Solicitor pursuant to the recommendation by the committee.

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 AMO Environmental Remediation for Environmental Remediation of the future site of the Downtown Pocket Park, 248 Wyoming Avenue, Scranton, Pennsylvania.

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

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

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

CONTRACT

This contract entered into this ____ day of _____ 2020 effective from _____ to _____ by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

AMO ENVIRONMENTAL DECISIONS
875 N. EASTON ROAD, SUITE 10
DOYLESTOWN, PENNSYLVANIA 18902
PHONE NO. (215) 850-0009

hereinafter called "Contractor".

WITNESSETH:

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing Site Remediation and Act 2 Closure Scope of Services at 248 Wyoming Avenue, Scranton, Pennsylvania proposed site of future Pocket Park. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

- Completion of a Notice of Intent to Remediate;
- Completion and Submission of a Remedial Investigation Report/Risk Assessment Report;
- Development of a Cleanup Plan;
- Development of site-specific standards for identified groundwater impacts;
- Updating the existing health and safety plan;
- Completion of a property boundary survey;
- Decommissioning of the existing, on-site groundwater monitoring wells;
- Partial excavation and capping of identified, on-site soil impacts;
- Preparation and submission of a Final Act 2 Report; and
- Completion and submission of an environmental covenant for the Site.

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 AMO Environmental Decisions dated October 15, 2019 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 amounts contained in the Certificate of Liability Insurance dated December 19, 2018 listing Contractor as insured attached to Exhibit "B" hereto
- (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.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

AMO ENVIRONMENTAL DECISIONS

BY:

TITLE: _____

DATE: _____

MEMORANDUM

FROM: Jessica Eskra, Esquire
City Solicitor

TO: Mayor Paige Cagnetti, Patrick Sheridan, Becky McMullen, Stephanie Pisko

DATE: January, 2020

RE: Downtown Pocket Park Project - Remediation

Please be advised that The City, County and Scranton Tomorrow have partnered to ensure environmental remediation of the future site of the Downtown Pocket Park is completed.

Funding sources include:

Keystone Communities Grant.....\$50,000.00

LSA Grant.....\$62,500.00

ISRP Grant.....\$337,500.00

all of which have been approved initially via legislation and awarded by the Commonwealth.

Proposals were sought by Lackawanna County. Responses were evaluated by a committee comprised of Leslie Collins, David Bulzoni, Brenda Sacco, Sandra Opshinsky and Gary Cavill, a representative of Greenman Pedersen, Lackawanna Co. Engineers, based on the attached criteria including but not limited to price.

They have selected AMO Environmental Decisions, based upon their selection; I have prepared a contract and legislation approving the same.

Professionally,

Jessica Eskra, Esq.
Solicitor, City of Scranton

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Notice is hereby given that pursuant to a fair and open process, The County of Lackawanna is seeking proposals from qualified environmental consultants with the capacity to conduct, prepare, implement, and complete the following:

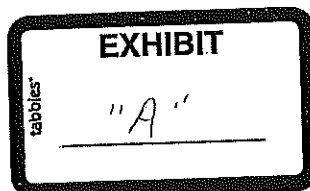
SITE REMEDIATION AND ACT 2 CLOSURE SCOPE OF SERVICES

Based on the findings of previous investigations and the objective of the current property owner to redevelop the Site as a recreational park, the proposed scope of services summarized below is intended to accomplish several objectives. The scope of services proposed herein has been developed to remediate identified impacts in soil, cap the remaining impacts, develop site-specific standards for identified groundwater impacts, and satisfy reporting requirements necessary to pursue Act 2 release of liability protection. The proposed activities include:

- Completion of a Notice of Intent to Remediate;
- Completion and Submission of a Remedial Investigation Report/Risk Assessment Report;
- Development of a Cleanup Plan;
- Development of site-specific standards for identified groundwater impacts;
- Updating the existing health and safety plan;
- Completion of a property boundary survey;
- Decommissioning of the existing, on-site groundwater monitoring wells.
- Partial excavation and capping of identified, on-site soil impacts;
- Preparation and submission of a Final Act 2 Report; and
- Completion and submission of an environmental covenant for the Site.

Impacted soil and groundwater at the Site related to historical activities and uses were previously identified, but not remediated. To support the redevelopment of the Site as an urban park, the coalition of Lackawanna County, the City of Scranton, and the Lackawanna County Redevelopment Authority is seeking to remediate these impacts and pursue Act 2 release of liability protection for both soil and groundwater using a combination of engineering and institutional controls.

Sealed submissions will be received by the Lackawanna County Board of Commissioners, c/o Francesca Pantuso, Chief of Staff, at its offices at 123



Wyoming Avenue, 6th Floor, Scranton, PA 18503, (570) 963-6800, on **Thursday, October 17, 2019**, no later than 10:00 AM, prevailing time. Proposals will not be accepted after that date and time.

Details of the proposal content are contained in a Request for Proposals Packet which can be obtained on the Lackawanna County website at www.lackawannacounty.org. Any questions pertaining to this release please contact Sandra Opshinsky, Lackawanna County Planning & Economic Development at 570-963-6830 x1375 or opshinskys@lackawannacounty.org. Lackawanna County encourages responses from eligible, qualified environmental consultants that are MBE, WBE, and Section 3 residents and businesses.

Lackawanna County is an equal opportunity employer.

PRICE PROPOSAL FOR DISCUSSION PURPOSES

OFFERERS MUST SUBMIT 2 COPIES OF THIS FORM

NAME: AMO Environmental Decisions

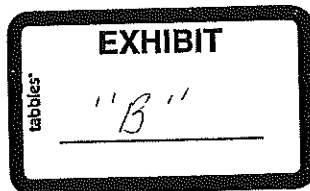
ADDRESS: 875 N. Easton Road; Suite 10, Doylestown, Pennsylvania 18902

TELEPHONE #: 215-850-0009 SS #/IRS ID #: 02-0651350

The following fee schedule shall include all such services, all supplies, materials, and equipment used or furnished by the OFFERER, and all expenses incurred by the OFFERER. All expenses of the OFFERER, including travel expense and subsistence, telephone conversations, clerical services, communications, documentation, correspondence, and any and all other miscellaneous work shall be borne by the OFFERER.

Item	Estimated Cost
Remedial Investigation Report	\$37,500
Cleanup Plan	\$9,000
Notice of Intent to Remediate	\$3,400
Property Boundary Survey	\$4,100
Health and Safety Plan Update	\$900
Soil Excavation	\$167,800
contingency for hazardous disposal costs	\$65,000
contingency for waste-characterization sampling	\$3,000
Soil Data Analysis	NA
Site-Specific Standard Development - Groundwater	\$8,500
Final Act 2 Reporting	\$25,000
Monitoring Well Abandonment	\$10,100
Estimated total Project Cost	\$334,300

SIGNATURE: *Raph T. G. [Signature]* DATE: 10-15-19



GENERAL INFORMATION

OFFERERS MUST SUBMIT 2 COPIES OF THIS FORM

NAME: AMO Environmental Decisions

PRINCIPALS:

TITLE:

John (Jay) M. Ash, P.G.

President / CEO

Paul Malmquist, P.G.

Vice-President / Principal

Ralph T. Golia, P.G.

Vice-President / Principal

Denis Newcomer, LSRP.

Principal

ADDRESS: 875 N. Easton Road, Suite 10, Doylestown, PA 18902

TELEPHONE #: 215-850-0009 SS #/IRS ID #: 02-0651350

I. Did your firm submit the following documentation:

A. GENERAL AND PROFESSIONAL ENVIRONMENTAL LIABILITY INSURANCE CERTIFICATE?: Yes

B. WORKMAN'S COMPENSATION INSURANCE CERTIFICATE?: Yes

II. Indicate qualifications under any of the following categories:

A. SMALL BUSINESS FIRM: PA Registered Small Business #367805-2013-04-SB

B. MINORITY BUSINESS ENTERPRISE: _____

C. WOMEN BUSINESS ENTERPRISE: _____

D. LABOR SURPLUS AREA BUSINESS FIRM: _____

E. SECTION 3 BUSINESS FIRM:

Category 1: _____

Category 2: _____

III. Is your firm currently in violation of any regulatory rules and regulations that may have any impact on your firm's operations? (If yes, specify): No

IV. Is your firm involved in any current litigation with Lackawanna County or the City of Scranton? (if yes, specify): No

V. Are there any conflicts of interest to which your firm would be subject if it were to provide the requested services on behalf of the County? (If yes, specify.): No

SIGNATURE: Raph G. Sola DATE: 10-15-19

PRICE PROPOSAL FOR DISCUSSION PURPOSES

OFFERERS MUST SUBMIT 2 COPIES OF THIS FORM

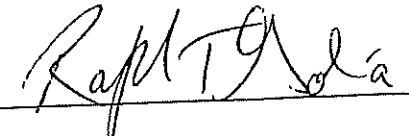
NAME: AMO Environmental Decisions

ADDRESS: 875 N. Easton Road; Suite 10, Doylestown, Pennsylvania 18902

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Site-Specific Standard Development - Groundwater	\$8,500
Final Act 2 Reporting	\$25,000
Monitoring Well Abandonment	\$10,100
Estimated total Project Cost	\$334,300

SIGNATURE:  DATE: 10-15-19

SELECTION:

Lackawanna County, the City of Scranton, and the Lackawanna County Redevelopment Authority will review all proposals and make a selection based on the following criteria and proposals will be rated and ranked according to the following points:

Criteria:

- | | |
|---|------------------|
| a. Technical qualifications of firm/individuals | 50 points |
| b. Knowledge & experience with comparable work | 15 points |
| c. Prior experience with governmental entities | 5 points |
| d. Small Business Firm | 5 points |
| e. Minority owned | 5 points |
| f. Women owned | 5 points |
| g. Section 3 firm | 5 points |
| h. Reasonableness of project cost | <u>10 points</u> |

TOTAL = 100 points

GENERAL INFORMATION

OFFERERS MUST SUBMIT 2 COPIES OF THIS FORM

NAME: AMO Environmental Decisions

PRINCIPALS:

TITLE:

John (Jay) M. Ash, P.G.

President / CEO

Paul Malmquist, P.G.

Vice-President / Principal

Ralph T. Golia, P.G.

Vice-President / Principal

Denis Newcomer, LSRP

Principal

ADDRESS: 875 N. Easton Road, Suite 10, Doylestown, PA 18902

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- A. GENERAL AND PROFESSIONAL ENVIRONMENTAL LIABILITY INSURANCE CERTIFICATE?: Yes
- B. WORKMAN'S COMPENSATION INSURANCE CERTIFICATE?: Yes

II. Indicate qualifications under any of the following categories:

- A. SMALL BUSINESS FIRM: PA Registered Small Business #367805-2013-04-SB
- B. MINORITY BUSINESS ENTERPRISE: _____
- C. WOMEN BUSINESS ENTERPRISE: _____
- D. LABOR SURPLUS AREA BUSINESS FIRM: _____
- E. SECTION 3 BUSINESS FIRM:

Category 1: _____

Category 2: _____

III. Is your firm currently in violation of any regulatory rules and regulations that may have any impact on your firm's operations? (If yes, specify): No

IV. Is your firm involved in any current litigation with Lackawanna County or the City of Scranton? (If yes, specify): No

V. Are there any conflicts of interest to which your firm would be subject if it were to provide the requested services on behalf of the County? (If yes, specify.): No

SIGNATURE: Rajiv G. Saha DATE: 10-15-19

875 N. Easton Road; Suite 10
Doylertown, Pennsylvania 18902



AMO ENVIRONMENTAL DECISIONS
Environmental Risk & Remediation Consultants

215-230-8282 (Phone)
215-230-8283 (Fax)
www.amoed.com

Geologists
Hydrogeologists
GIS Analysts
Environmental Scientists

October 17, 2019

Ms. Francesca Pantuso
Chief of Staff
Lackawanna County Board of Commissioners
123 Wyoming Avenue; 6th Floor
Scranton, Pennsylvania 18503

Subject:
Site Remediation and Act 2 Closure Scope of Services Proposal;
Former RSM Properties, 248 Wyoming Avenue, Scranton, Pennsylvania

Dear Ms. Pantuso:

AMO Environmental Decisions (AMO), a Pennsylvania Registered Small Business, certification number 367805-2013-04-SB, is pleased to submit our response to the Request for Proposals for Professional Services from a coalition of Lackawanna County, the City of Scranton, and the Lackawanna County Redevelopment Authority to remediate impacts at the site located at 248 Wyoming Avenue, Scranton (the Site).

We are also pleased to note that the team whom completed the most recent assessment activities for this site and prepared the Department of Community and Economic Development (DCED) Industrial Sites Reuse Program (ISRP) grant scope of work, James Bedison and Greg Firely, are now both with AMO. AMO personnel have unique and specialized knowledge of this project as we had the pleasure to collaborate with Lackawanna County (the County) on the submission and implementation of their previous US EPA Brownfields Grant and in the preparation of their most recent US EPA Brownfields Grant application. The AMO team members have been working with the County since 2015 and completed the environmental assessment activities at the Site and prepared the ISRP scope of work utilizing the US EPA grant funding. We feel that we are uniquely qualified to continue this relationship with Lackawanna County and help the successful and ongoing growth of your brownfields program.

AMO personnel bring over two decades of integrated engineering and environmental services focused on revitalizing industrial facilities, brownfields, urban areas, and mine-scarred lands. AMO's in-house, multidisciplinary project teams consist of engineers, geologists, hydrogeologists, and environmental scientists who have extensive experience in brownfields redevelopment, grant writing, remediating complex sites, community outreach, and land development projects. Our comprehensive due diligence and environmental risk analysis capabilities lead to realistic cost estimates, with site end use driving the assessment activities.

AMO personnel have an established working relationship with Lackawanna County, assisting them with their brownfields program and through the preparation of this successful PADCED ISRP Grant application. Additionally, AMO has a specifically unique understanding on the proposed assessment activities as our team worked closely with the Pennsylvania Department of Environmental Protection (PADEP) case manager for this site, Cydney Faul-Halsor, to complete the PADEP-approved scope of work, which is the basis for Lackawanna County's current solicitation. We believe that our experience completing environmental investigations at the Site and designing the remediation program makes AMO uniquely qualified to complete the tasks described herein.

For the purposes of this response we have organized this proposal to reflect our plan to implement the PADEP approved Scope of Work, with estimated costs and schedule in the immediately following sections. As attachments we have include the following items: a) Technical Qualifications and Resumes, b) Knowledge & Experience with Comparable Work, c) Prior Experience with Government Entities references, and d) Small Business Certifications.

The following proposal outlines AMO's scope of work, schedule, and budget for completion of Site Remediation and Act 2 Closure Activities on the Site in accordance with the approved Pennsylvania DCED ISRP Site Remediation and Act 2 Closure Scope of Work.

Rationale & Scope of Work

AMO personnel have extensive experience completing ISRP grant funded environmental assessment and remediation projects and appreciate that the funding is limited and that strict budgets and timeframes must be met. Additionally, AMO understands that this remediation is the next step toward the goal of redeveloping the Site into a pocket park for the use and benefit of the Scranton community and will endeavor to complete the proposed remedial activities in a timely manner such that park construction can begin as scheduled.

The activities and tasks proposed herein represent an approach to excavate and cap identified soil impacts, develop a site-specific standard for identified groundwater impacts, and satisfy reporting requirements necessary to pursue release of liability protection through the PADEP's Land Recycling Program (Act 2) for the Site. The scope of work proposed herein is based on the Site Remediation and Act 2 Closure Scope of Work, dated June 10, 2019, which was written by the AMO Team and approved by PADEP and was included as part of the DCED ISRP Grant submission.

To achieve the goals of the June 2019 PADEP-approved Scope of Work, and in accordance with Lackawanna County's Request for Proposals for Professional Services, AMO is proposing to:

- Complete of a Notice of Intent to Remediate;
- Complete and Submit a Remedial Investigation Report/Risk Assessment Report;
- Develop and Submit a Cleanup Plan;
- Develop site-specific standards for identified groundwater impacts;
- Update the existing health and safety plan;
- Complete of a property boundary survey;
- Decommission the existing, on-site groundwater monitoring wells;
- Excavate and cap identified, on-site soil impacts;
- Prepare and submit a Final Act 2 Report; and
- Complete and submit an environmental covenant for the Site.

A detailed description of each of the proposed tasks is provided below.

Task 1 Notice of Intent to Remediate

Consistent with 25 Pa Code §250.5(b), required public notice will be initiated through the submission of a Notice of Intent to Remediate (NIR). The NIR will summarize the proposed remedial activities and provide the public with the opportunity to review and comment on those activities. The NIR will consist of:

- Completion and submission of the electronic NIR Form to the PADEP Northeast regional office;

- and,
- Publication of the summary of the NIR in a newspaper of general circulation in Scranton.

Because a site-specific standard is being utilized for groundwater, the public and the municipality where the site is located shall be provided a 30-day period in which the municipality may request to be involved in the development of the remediation and reuse plans for the Site. In further accordance with 25 Pa Code §250.5(b), the Remedial Investigation Report (RIR), the Risk Assessment Report and the Cleanup Plan, prepared under a site-specific remediation, may not be submitted to the Department until after the initial 30-day public and municipal comment period following the submission of the NIR has expired. Accordingly, the NIR will be submitted prior to the completion and submission of the RIR, Risk Assessment Report (RAR), and the Cleanup Plan (CP).

Task 2 Remedial Investigation Report / Risk Assessment Report

Following the submission of the NIR and expiration of the mandatory 30-day public comment period, the RIR will be completed and submitted to PADEP in accordance with 25 Pa Code §250.408 because a site-specific standard will be utilized for attainment demonstration in groundwater. The RIR will include a characterization of current site conditions, an updated fate and transport analysis, an ecological screening and receptor evaluation, a risk assessment, and a public involvement plan, if requested. Recommendations for appropriate remedial actions, for both soil and groundwater, will also be included as described in Task 3.

The RIR will also include a RAR, including an ecological assessment, which will be prepared in accordance with §250.409 and §250.402, respectively. The RAR will describe the potential adverse effects, including the evaluation of ecological receptors, under both current and planned future conditions caused by the presence of regulated substances in the absence of any further control, remediation or mitigation measures. The ecological risk assessment will be completed to establish acceptable remediation levels or alternative remedies based on current and future use of the Site that are protective of any identified ecological receptors.

Task 3 Cleanup Plan

A Cleanup Plan (CP) is required and will be completed in accordance with 25 Pa Code §250.410 because a site-specific standard will be utilized for groundwater. The CP will evaluate the relative abilities of the alternative remedies to achieve the site-specific standard and propose a remedial measure which shall achieve the standard. Specifically, the CP will incorporate comments related to remediation of identified impacts made by PADEP in their Letter of Deficiency to others, dated April 26, 2015, and will describe the details of the proposed excavation of impacted soil and the emplacement of clean backfill which will act as a cap over any remaining impacted soil.

Overall, impacted soil across the entire Site will be excavated and backfilled with clean fill materials such that there will be a minimum of two feet of clean fill overlying impacted soil to eliminate the direct-contact pathway to potential receptors. Based on our discussions with the PADEP Northeast Regional Office, a low-permeability barrier may be also be required to be designed as part of the cap in the southern area of the Site to eliminate the soil-to-groundwater pathway and mitigate the potential migration of identified volatile organic compounds (VOCs) into groundwater, if needed. As applicable and appropriate, the final park surface construction (e.g., hard scrapes, impervious surfaces) will be integrated as part of the cap to mitigate the soil-to-groundwater based on an evaluation of trichloroethene (TCE) and tetrachloroethene (PCE)

concentrations in soil, a passive, subsurface soil-gas venting system may be installed to mitigate the accumulation of soil gas beneath the portion of the cap intended to control surface water infiltration. This task assumes time and materials budget to attend one meeting with the PADEP and the pocket park design team to incorporate final park plans into the proposed soil remediation and capping design. Additional details of the proposed excavation and cap are provided in Task 8. The two areas of the Site targeted for soil remediation are identified on Figure 3 of the *Site Remediation and Act 2 Closure Scope of Work*.

An environmental covenant will also be completed as part of the overall remediation of soil as an institutional control to restrict the use of soil on the Site, which will be completed in accordance with The Uniform Environmental Covenants Act (UECA) and 25 Pa Code §253. The CP will be submitted as part of the RIR (Task 2) following the submission of the NIR and expiration of the 30-day public comment period.

Task 4 Site-Specific Standard Development for Groundwater

Several COCs have been identified in groundwater at concentrations above the PADEP groundwater MSCs. As such, remedial action is necessary to demonstrate attainment for Act 2 release of liability protection. These impacts will be addressed through the use of site-specific standards for groundwater following 25 Pa Code §250.404. Specifically, the remedial action will restrict use of groundwater in accordance with 25 Pa Code §250.403 and demonstrate pathway elimination in accordance with 25 Pa Code §250.404. An environmental covenant restricting use of groundwater at the Site will also be completed in accordance with The Uniform Environmental Covenants Act (UECA) and 25 Pa Code §253.

Task 5 Property Boundary Survey

A property boundary survey will be completed at the Site in accordance with the standards of the American Land Title Association (ALTA) to definitively identify the property boundaries, which are the proposed extents of the excavation area (Task 7). The boundary survey will be completed by a licensed surveyor prior to initiation of soil excavation activities. Following completion of site activities, the results of the land survey will be used to support site-redevelopment and park construction.

Task 6 Health and Safety Plan Update

Before initiation of any field activities, a site-specific Health and Safety Plan (HASP) will be completed. In accordance with Occupational Safety and Health Administration (OSHA) Code of Federal Regulations (CFR) 1910.120, the HASP will include descriptions of procedures to be followed, potential task physical and chemical hazards, and personnel protection measures. The HASP will also identify key health and safety personnel, current personnel training and medical surveillance requirements, and note the proposed personal protective equipment (PPE) to be used during the project. Site controls will be discussed to convey the importance of work zones, the buddy system, safe work practices, and site security. A map to the nearest medical-assistance facility will be provided and posted at the site. Decontamination procedures and emergency-response measures will also be explained in the event of an emergency. A copy of the HASP will be available on site during all field activities.

AMO anticipates that Level D PPE (hard hat, steel-toe shoes, and safety glasses) will be used for field work, with provisions for upgrading to Level C (adding Tyvek® work suits, gloves, over boots and air-purifying respirator). Considering the expected contaminant types and concentrations, there is a low potential that Level C protection will be required at the Site. However, our HASP will list air-monitoring action levels

(based on the potential inhalation of airborne constituents of concern) and respective PPE requirements.

Task 7 Well Decommissioning

Once approval of the RIR and CP have been received, the four-existing bedrock, groundwater monitoring wells located on the Site will be decommissioned in accordance with applicable regulations. Well decommissioning will be completed as part of the proposed soil excavation which is described in further detail in Task 8.

Task 8 Soil Excavation and Capping

Soil impacted above PADEP Residential Direct-Contact MSCs at the Site has been identified across the property. Impacted soil has been horizontally delineated to the property boundary and vertically delineated to depths greater than 15 feet below ground surface. However, to redevelop the Site as a recreational park, impacted soil needs to be remediated to eliminate potential exposure to receptors. Consistent with the planned future use of the Site, identified, on-site soil impacts will be excavated and capped with clean materials to a depth adequate to eliminate the direct-contact pathway pursuant to the attainment of the site-specific standard as indicated in the RIR and CP (Tasks 2 and 3, respectively). Moreover, in specific areas of the site, the proposed cap will be designed to control groundwater infiltration and thus mitigate the soil-to-groundwater pathway. A passive, soil-gas ventilation system may also be installed to prevent the subsurface accumulation of vapors in select areas of the site. Where appropriate and applicable, the park surface will be utilized as part of the cap. Additional details are summarized below.

Across the majority of the Site, soils will be excavated to a depth of approximately three feet below ground surface (bgs) and backfilled with two feet of clean fill material. In the area of delineated PCE and TCE soil-to-groundwater impacts, impacted soil may be excavated to a depth of up to four feet bgs, to allow for the installation of a passive, subsurface, soil-gas venting system, if needed. If additional space is not needed for the construction of a soil-gas ventilation system, excavation in this area of the Site will only extend to three feet bgs. Final determination for the need and or design of such a system will be evaluated and presented as part of the Cleanup Plan (Task 3). Following excavation and installation of any venting system, the area will be backfilled with up to three feet of clean fill material. Combined, these excavation-backfill approaches will leave one foot of free space below the current grade of the Site for construction of the final park surface without the need to remove additional materials emplaced as part of the remediation proposed herein. The proposed excavation areas are indicated on Figure 3 of the June 2019 *Site Remediation and Act 2 Closure Scope of Work*.

The exact excavation and backfill depths across the Site are contingent upon final engineering details of the park. Excavation depths will be adjusted accordingly to ensure that a minimum of two feet of clean fill materials will be emplaced across the entire Site above impacted soil to eliminate the direct contact pathway. However, for purposes of estimating costs, we assume three feet will be excavated and two feet of backfill will be placed. Please note however that the awarded grant includes costs for additional excavation if this is required. Moreover, because park-construction activities will follow the completion of the proposed excavation, high visibility plastic fencing (or similar materials) will be placed at the bottom of the excavation to visually delineate clean fill from impacted soil and clearly define when appropriate soil management methods are necessary during park construction.

Additionally, the soil-to-groundwater pathway in the southeastern portion of the Site will be addressed as part of excavation and capping activities, as indicated on Figure 3 of the June 2019 *Site Remediation and Act 2 Closure Scope of Work*. As indicated in a Letter of Technical Deficiency issued by PADEP on April 16, 2015, the soil-to-groundwater pathway needs to be addressed as part of any proposed remedial action to mitigate the potential migration of identified volatile organic compounds (VOCs) in soil into groundwater. To mitigate this pathway as a potential source of impacts (PCE and TCE) to groundwater at the Site, either a low-permeability layer will be integrated into the final backfilled cap and/or impervious surface cover as part of the park construction in this area of the Site will be utilized to achieve this goal. The proposed footprint of this area is indicated on Figure 3 of the June 2019 *Site Remediation and Act 2 Closure Scope of Work*, though final details of the cap design and extent will be evaluated and presented in the Cleanup Plan (Task 3).

Where necessary to mitigate the soil-to-groundwater pathway in the southeastern area of the Site, a low-permeability layer will be integrated into the backfilled cap. This layer will be of sufficient thickness and properties to mitigate the vertical infiltration of surface water through potentially impacted soil and into groundwater. This low-permeability layer in the cap will be utilized where the park surfaces within the footprint of the identified VOC-impacted soil consists of pervious surfaces. However, in the area of VOC-impacted soil where the park surface will be constructed of impervious surfaces such as poured concrete, concrete pavers, asphalt, or similar, an engineered, low-permeability layer, as described above, will not be utilized. In these areas, the impervious cover at the park surface will be considered adequate to control infiltration of surface water and sufficient to mitigate the soil-to-groundwater pathway, therefore for the purposes of this estimate, costs for an additional liner are not included. Please note however, that the awarded grant cost includes costs for this item if required. The final extent and details of this portion of the cap are contingent upon the final park design and construction details and will be presented in the Cleanup Plan (Task 3).

Because of the presence of volatile compounds identified in soil in the southeastern area of the Site, a passive, soil-gas ventilation system may need to be installed in accordance with the April 2015 Letter of Technical Deficiency. Soil gas within the footprint of the VOC-impacted soil, regardless of cap design (either impervious park surface materials or low-permeability cap materials), will be managed using a passive venting or mitigation system designed to prevent the subsurface accumulation of soil vapors, as needed. The final design of the passive venting system will be incorporated into the final design and construction of the park/park surface and cap, once finalized. Details of the passive, soil gas venting system will be evaluated and presented in the Cleanup Plan (Task 3). As this item may not be necessary, costs are not included in our estimate, however we included costs for this in the grant application if required.

Confirmatory, post-excavation soil samples will not be collected because the excavation is not intended to remediate all identified soil impacts across the Site. The vertically delineated limits of soil impacts extend below the bottom of the proposed excavation and the horizontal extent of the excavation extends to the property boundary on all sides of the Site. Following excavation, the void will be backfilled with materials that meet Clean Fill standards and requirements in accordance with the PADEP Management of Fill guidance, dated August 7, 2010. Final details of the excavation, engineered cap, including the park surface, and any installed soil-gas venting system will be provided in the Final Act 2 Report (Task 9).

Task 9 Final Act 2 Report / Environmental Covenant

Following completion of Tasks 1-8, a Final Act 2 Report will be completed and submitted to PADEP. The Final Act 2 report will summarize the activities, findings, conclusions of the completed remediation, and site-specific attainment demonstration for soil and groundwater in accordance with §250.401. An evaluation of ecological receptors will also be completed in accordance with 25 Pa Code §250.311 and §250.402 to assess and address potential receptors of identified, media-specific impacts. The Final Act 2 Report will also include a post-remediation care plan (25 Pa Code §250.204(g)) because an engineering control (cap) and institutional controls are being used to maintain the selected media-specific standards at the Site.

Additionally, a draft environmental covenant will be prepared in accordance with 25 Pa Code §253 and the Uniform Environmental Covenants Act (UECA). The covenant will describe the details of the engineering control for soil (clean-fill cap), the periodic inspections that will be performed to ensure the integrity of the cap, and reporting requirements. Additionally, the environmental covenant will describe the existing groundwater use restrictions consistent with the use of a site-specific standard to demonstrate attainment for groundwater at the Site. A draft environmental covenant will be submitted to PADEP with the Final Act 2 Report for review and approval. The approved UECA deed notice/environmental covenant will be filed with the Lackawanna County Recorder of Deeds office within 90 days following PADEP approval.

Projected Schedule & Costs

AMO is prepared to initiate work under this assignment immediately upon receipt of Lackawanna's authorization to proceed. The work will be completed in accordance with the proposed scope of work and the attached proposed schedule.

The following summarizes our budgetary estimate for the work. AMO will perform project activities on a time and materials basis as summarized for each task in the proposed budget table below. We will not exceed the given total projected costs without Lackawanna's prior approval.

Task	AMO Fees and Expenses	Sub-Contractor	Totals
Task 1 - NIR	\$3,400	\$0	\$3,400
Task 2 - RIR/RAR	\$37,500	\$0	\$37,500
Task 3 -Cleanup Plan	\$9,000	\$0	\$9,000
Task 4 - Site-Specific Standard Development for Groundwater	\$8,500	\$0	\$8,500
Task 5 - Property Boundary Survey	\$1,790	\$2,310	\$4,100
Task 6 - HASP	\$900	\$0	\$900
Task 7 - Well Decommissioning	\$2,400	\$7,700	\$10,100
Task 8 - Soil Excavation and Capping	\$29,000	\$138,800	\$167,800
Task 9 - Final Act 2 Report / UECA	\$25,000	\$0	\$25,000
Totals	\$117,490	\$148,810	\$266,300
Contingency Hazardous Disposal and Sampling	\$0	\$68,000	\$68,000
Total plus Contingency	\$117,490	\$216,810	\$334,300

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Additional conditions and assumptions of this proposal are listed below.


- AMO will be provided unrestricted access to the site.
- Excavation area must be free and clear of all obstructions.
- Any required permits can be obtained within a reasonable amount of time or within stated timeframes.
- Our projected schedule assumes that work will begin no later than December 1, 2019 and that no unforeseen delays will be encountered.
- The attached schedule assumes PADEP approvals are received within stated review periods, where provided. AMO is not responsible for PADEP approval delays.
- The approach to site closure under Act 2, as summarized in the approved Site Remediation and Act 2 Closure Scope of Work, is acceptable and will be approved by PADEP without significant changes.
- We estimate one meeting with the PADEP. If additional meetings and coordination are required with the PADEP, they will be billed on a time and material basis. Any additional meetings or coordination time will be estimated by AMO and provided to Lackawanna for approval, as needed.
- Final construction details of the proposed pocket park will be provided prior to submission of the RIR and CP.
- If required or requested, estimated costs for a low-permeability liner and/or a passive soil-vapor mitigation system can be provided.


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Thank you again for the opportunity to assist Lackawanna County with this important project. Assuming Lackawanna County is in agreement with our projected scope of work, your authorization to proceed may be provided through email (gfirely@amoed.com). As always, please feel free to call me at 215-850-0009 if you have any questions regarding this work.

Respectfully,

AMO Environmental Decisions


Gregory M. Firely, BCES
Senior Project Manager


Ralph T. Golia, P.G.
Principal / Hydrogeologist

Attachments:

Proposed Schedule
Sample Certificate of Insurance
Attachment A – Technical Qualifications
Attachment B – Knowledge & Experience
Attachment C – Experience with Government Entities
Attachment D – Small Business Certification

cf: File

Attachments

Task	November 2019	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020
Task 1 - NIR												
Task 2 - RIR												
Task 3 - Cleanup Plan												
Task 4 - Site-Specific Standard Development for Groundwater												
Task 5 - Property Boundary Survey												
Task 6 - HASP												
Task 7 - Well Decommissioning												
Task 8 - Soil Excavation and Capping												
Task 9 - Final Act 2 Report (Including PADEP Review and final UECA execution)												



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
12/19/2018

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

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

INSURER
Tyrol Insurance Agency, Inc.
North Sycamore Street
Danboro, PA 18940
1 Tyrol

215-579-9000

CONTACT NAME: Amy Coddington
PHONE (A/C, No, Ext): 215-579-9000 FAX (A/C, No): 215-579-7313
E-MAIL ADDRESS: amy@tyrolins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Crum and Forster Insurance Com	42471
INSURER B: Cincinnati Insurance Company	10677
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AMO Environmental Decisions
Inc.
4327 Point Pleasant Pike
Danboro, PA 18916

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

TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EPK110897	12/16/2018	12/16/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
<input checked="" type="checkbox"/> Professional			EPK110897	12/16/2018	12/16/2019	MED EXP (Any one person) \$ 5,000
<input checked="" type="checkbox"/> Pollution			EPK110897	12/16/2018	12/16/2019	PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Emp Ben. \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			EPP0415518	12/14/2018	12/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						
<input checked="" type="checkbox"/> SCHEDULED AUTOS						
<input checked="" type="checkbox"/> HIRED AUTOS ONLY						
<input type="checkbox"/> NON-OWNED AUTOS ONLY						
<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
<input type="checkbox"/> OCCUR						\$
<input type="checkbox"/> CLAIMS-MADE						\$
DED						
RETENTION \$						
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWC 0415525	12/14/2018	12/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

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

CERTIFICATE HOLDER
FORRECO

For Record Only

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

AUTHORIZED REPRESENTATIVE
John Tyrol

Attachment A – Technical Qualifications and Resumes

AMO Environmental Decisions provides choice technical consulting services to contractors, architects, civil engineers, government and leading world industries. Our team of highly experienced project managers, geologists, hydrogeologists, GIS analysts, engineers and environmental scientists are trained to focus on closing clients' environmental concerns. Our methods incorporate cost-effective, cutting-edge technologies, innovative approaches toward environmental decisions, and concentrate on protecting clients against environmental liabilities.

AMO personnel have several decades of experience in taking complex environmentally challenged sites through their respective regulatory agencies from the Pennsylvania Department of Environmental Protection to the United States Environmental Protection Agency.

Much of our experience is in the identification and remediation of environmental liabilities effecting soil and groundwater. In addition, AMO specializes in contaminated soils management during construction and the management of environmental data in GIS.

AMO has a strong history of successful site investigations and innovative remediations for soil, groundwater and soil vapor conditions that have met the PADEP Act 2 closure requirements as well as the US EPA under RCRA and CERCLA (Superfund) programs. We have assisted clients ranging from County Agencies and municipal governments to Fortune 500 Companies such as BASF Corporation and Exelon.

Functional Areas

- Soils/Clean Fill Policy Management
- Verification Sampling
- Closure Strategies & Agency Negotiations
- Site Investigation & Liability Assessments
- Remediation Design, Oversight & Management
- Civil Design – Geotechnical Investigations
- Air Monitoring (Noise, Dust, Vapors)
- Geographic Information Systems
- Permitting & Regulatory Compliance
- Asbestos & Hazardous Materials Surveys
- Fate & Transport Modeling
- Groundwater Resource Assessments
- Utility Locating and Geophysical Studies
- Complete Phase I, II & III Consulting Services

We have included the resumes for the key personnel assigned to this project team on the following pages.

AREAS OF EXPERTISE

- Investigation, Remediation, Site-Closure Strategies
- Environmental Hydrogeology
- Agency Negotiations
- Program Management-Project Coordination
- Expert Witness

EDUCATION

MS (1983), Geology, California State University, San Jose

BS (1980), Geology, Southampton College of Long Island University

REGISTRATIONS

Registered Professional Geologist - AIPG, No. 9812

Registered Professional Geologist, No. 649, Pennsylvania

Registered Professional Geologist, No. 1303, Delaware

Registered Professional Geologist, No. 1077, Florida

CERTIFICATIONS

OSHA Trained & Certified (40-hour, Annual 8-hour, Supervisor)

PUBLICATIONS

Available upon request

AFFILIATIONS

American Institute of Professional Geologists

National Ground Water Association

PROFESSIONAL HISTORY

PROFESSIONAL SUMMARY

Mr. Golia has experience managing company assets and environmental liabilities for multiple industries, with emphasis on providing technical direction for comprehensive investigation and remediation programs under CERCLA, RCRA, and other state and federal regulatory programs. Mr. Golia serves as chief negotiator with regulatory agencies on behalf of his clients. He combines technical, analytical, and business skills with leadership and problem-solving capabilities to deliver positive results. Mr. Golia routinely interfaces with and supports legal counsel for his clients. He understands and balances the various factors and dynamics that influence outcomes, including regulatory/policy, technical, financial, and community issues and public perception. Mr. Golia has managed complex, high profile projects/programs and negotiated favorable agreements and beneficial outcomes. He is an effective communicator of complex technical issues to all stakeholders.

The following provides a brief description of Mr. Golia's experience:

Technical Manager and Coordinator for numerous projects being addressed under CERCLA and other similar programs. Experience includes work in many EPA Regions and multiple states. Serves as Technical Coordinator and Director for multi-party PRP groups, as well as representing individual companies on PRP Technical Committees. Comprehensive project management including RI/FS, RD/RA, order negotiations, legal support services, and development of groundwater investigation, monitoring and O&M programs. Also provides administrative and financial management for individual corporations and PRP groups.

Relevant project descriptions are presented below:

- Project Coordinator for a PRP Group conducting RI/FS and remediation activities at a CERCLA site in New York. Activities have included legal support during negotiation of Consent Orders for various phases of the project. Investigation and remedial evaluations have addressed soil, groundwater, and sediments. Ecological risk assessment focused on documenting the absence of resource damage. The Removal Action has involved the evaluation and implementation of innovative technologies to address groundwater at the site boundary.

As Project Coordinator for the PRP Group, Mr. Golia provided technical, financial, legal support, and administrative management services during implementation of the ROD. The total cost of the ROD remedies for soil, pond sediments, and groundwater are over \$30 million. Mr. Golia also provided regulatory negotiation and community relation services throughout the project.

Three of four remedial works elements have successfully completed and USEPA approval has been acknowledged under the direction of Mr. Golia. An innovative post excavation sampling program saved the project time and costs (over 1 million dollars) as did successful negotiations regarding permitting with respect to the pond sediment remedial action.

- Expedited cleanup of a portion of the site enable the redevelopment of a portion of the site while remedial action proceeded on the remainder of the site. This was achieved through negotiations with USEPA, NYSDEC, and local officials.

U.S. Geological Survey, Menlo Park, California (1980-1983)

Applied Earth Consultants, Inc. San Jose, California (1983-1984)

Dames & Moore/URS Corporation, Willow Grove, Pennsylvania (1984 -- 2005)

AMO Environmental Decisions, Inc., Danboro, Pennsylvania (2005 to Present)

- Program Manager for multi-media environmental investigations and remediation activities at a large manufacturing facility in Pennsylvania. Responsible for developing project strategies and leading teams, including technical and legal representatives, to ensure environmental goals and commitments were met. Under a settlement agreement with DOJ, a key responsibility was to conduct the work in a manner that is consistent with the National Contingency Plan ("NCP"); and meet the requirements of a quality cleanup under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") (a "CERCLA quality cleanup"), as well as applicable state and local criteria. Site included large-scale SVE and groundwater pump and treat systems to address chlorinated VOCs with thermal oxidation of emissions generated.
- Project manager and Principal Investigator for an RI/FS and ROD implementation at the Recticon/Allied Steel Superfund Site in East Coventry Township, Pennsylvania. The RI/FS included a comprehensive evaluation of soil and groundwater impacts and risk analysis. ROD implementation called for the installation of a public water supply to East Coventry Township to an estimated twelve residences. The residences were all connected to public water. A source area groundwater recovery treatment system was also constructed and operated. Successful negotiations with USEPA resulted in the elimination of a groundwater recovery system to contain the entire plume thus significantly reducing the overall site remedial costs.
- Directed a number of detailed groundwater studies to characterize VOC plumes in groundwater. Several of the projects involved concerns regarding vapor intrusion to indoor air for occupied buildings /residences both on-site and off-site.
- Provided expert witness services related to a historic release from an Underground Storage Tank at a former service station. Mr. Golia provided expertise relative to the timing of the release and the potential for other off-site sources to have contributed to the onsite impacts.
- Third Party Technical Review and Consultation for the assessment of groundwater conditions at several nuclear power stations. The focus of the work was to evaluate the potential for and occurrence of tritium in groundwater. Responsibilities included assisting in environmental contractor selection, development and review of the work scope for each station, analysis of the hydrogeologic conditions at each station, development of a site conceptual model for each station, review of draft reports and assistance with interim and final recommendations and conclusions.

Performed an environmental assessment for property acquisition/divestiture for a major petroleum refinery. The objective of the project was to identify and evaluate potential environmental liabilities associated with past refinery operations. Work included the installation of 102 shallow monitoring wells, 6 deep monitoring wells, and the excavation of numerous test pits. Performed a detailed evaluation of the stratigraphic and hydrogeologic conditions at the site, including groundwater flow rates and direction, preferential pathways, and product thickness and distribution. Developed and implemented remedial methods for free-product recovery.

AREAS OF EXPERTISE

- Supporting Government Agencies, Writing and Implementation of State and Federal Brownfield Grants
- Brownfields Redevelopment
- Soil, Soil Gas, and Groundwater Investigation, Remediation Design and Implementation
- Real Estate Transaction Due Diligence

EDUCATION

Drexel University, B.S.,
Environmental Science, 2000

REGISTRATIONS

American Academy of
Environmental Engineers and
Scientist – Board Certified.
Environmental Scientist

CERTIFICATIONS

OSHA HAZWOPER Trained
& Certified (40-hour, Annual
8-hour)

AFFILIATIONS

Brownfields Coalition of the
North East (BCONE) 2018 -
Present

PUBLICATIONS

Firely, Gregory, "The
Business of Brownfields."
Presented at the US EPA 2012
National Brownfields
Conference, Philadelphia, PA.

Firely, Gregory, et. al.
"PADEP Guide to
Brownfields Development."
Presentations throughout

PROFESSIONAL SUMMARY

Mr. Gregory M. Firely, BCES is a Senior Project Manager at AMO. He received his B.S. in Environmental Science and Ecology from Drexel University in 2000 and has nearly 20-years of professional experience. He is a Board-Certified Environmental Scientist, registered with the American Academy of Environmental Engineers and Scientists.

Mr. Firely specializes in coordinating and managing all aspects of brownfields redevelopment. He routinely assists clients with identifying and applying for grants that can be directly applied to specific needs of a project. He has secured over \$14 million of such state and federal funding in Pennsylvania alone, which has been utilized for environmental assessment, remediation, demolition, site development/redevelopment, and construction projects. Mr. Firely develops detailed scopes of work for each brownfields site redevelopment, and works with clients to phase project timing with each appropriate grant or funding source.

Mr. Firely has extensive experience developing and directing wide ranges of preliminary assessment, site characterization, and remediation design scopes of work. He works closely with clients, regulatory agencies, and other stakeholders to ensure efficient, cost-effective site closures that are protective of human health and the environment. This project work has been successfully employed on sites including, but not limited to, former mine land, service stations, and heavily industrialized properties.

Mr. Firely sits on the Pennsylvania Department of Environmental Protection Brownfields Committee and the U.S. EPA Brownfields Committee; and has presented the values and benefits of brownfields grant funding, with successful applications toward site redevelopments, at national conferences across the United States.

The following summary of Mr. Firely's experience is not comprehensive.

PROJECT SUMMARY

Municipality of Norristown, Pennsylvania – Grant Writing/Implementation Services - Authored State and Federal Environmental Grants totaling \$1,200,000. Currently acting as Brownfields Project Coordinator. As the Brownfields Project Coordinator for Norristown, Mr. Firely assist in the identification of potential brownfield sites for assessment activities, communicates with site owners, schedules and oversees assessment activities and handles all US EPA reporting.

Lackawanna County, Pennsylvania – Grant Management Services - Authored and submitted US EPA Brownfield Community Wide Assessment Grants totaling \$1.1 million. Served the County as Brownfields Project Coordinator for their 2015 US EPA Grant. As the Brownfields Project Coordinator for Lackawanna, Mr. Firely assist in the identification of potential brownfield sites for assessment activities, communicated with site owners, scheduled and oversaw assessment activities and completed all US EPA reporting.

Pennsylvania in spring 2014-2015 in conjunction with the PADEP and the PADCED.

Firely, Gregory, "Ask the Experts." Presented at the US EPA 2018 National Brownfields Conference, Pittsburgh, PA.

Firely, Gregory, et al. "Brownfields for Sale". Presented at the PA Department of Environmental Protection 2018 Brownfields Conference, Bethlehem, PA.

Firely, Gregory, et al. "Urban Brownfields to Community Trails". Presented at the PA Department of Environmental Protection 2018 Brownfields Conference, Bethlehem, PA.

Firely, Gregory, et al. "Community Involvement". Presented at the PA Department of Environmental Protection 2018 Brownfields Conference, Bethlehem, PA.

PROFESSIONAL HISTORY

AMO Environmental Decisions, Inc., Doylestown, PA, Senior Project Manager 2019-Present

Langan Engineering and Environmental Services, Doylestown, PA Senior Project Manager, 2010-2019

Malcolm Pirnie King of Prussia, PA Project Scientist 2005-2010

McCormick and Taylor, Inc. Philadelphia, PA Environmental Scientist 2000-2005

Greene County, Pennsylvania – Grant Management Services - Authored and submitted Pennsylvania Department of Community and Economic Development Industrial Sites Reuse Program grant totaling \$195,000 for the environmental characterization of a 100-acre site. Mr. Firely managed the implementation of the scope of work as well as all reporting.

Philadelphia Industrial Development Corporation, Pennsylvania – Grant Management Services – managed the implementation of their US EPA Brownfields Assessment grant for \$500,000. Served the PIDC as Brownfields Project Coordinator for their 2015 US EPA Grant. As the Brownfields Project Coordinator for PIDC, Mr. Firely assist in the identification of potential brownfield sites for assessment activities, communicated with site owners, scheduled and oversaw assessment activities and completed all US EPA reporting. Successfully utilized US EPA Assessment grant funding for the closure of a site under the PADEP Land Recycling Program (Act 2).

Greene County, Pennsylvania – Grant Management Services - Authored and submitted US EPA Brownfield Community Wide Assessment Gants totaling \$1.1 million. Served the County as Brownfields Project Coordinator for their 2015 US EPA Grant. As the Brownfields Project Coordinator for Lackawanna, Mr. Firely assist in the identification of potential brownfield sites for assessment activities, communicated with site owners, scheduled and oversaw assessment activities and completed all US EPA reporting.

Camden Cogeneration Plant. – Camden, New Jersey – Project Management - ISRA transaction, successfully took site through entire SRP; from initial PA, RI, RAR through RAO.

City of Allentown, Pennsylvania – Grant Writing Services – Authored and submitted a Pennsylvania Department of Community and Economic Development Industrial Site Reuse Program grant for \$135,000 for environmental remediation and all PADEP reporting for the Jackson Street Park Redevelopment project.

Redevelopment Authority of Bucks County, Pennsylvania – Project Management - Directed numerous Phase I Environmental Site Assessments and Phase II Site Investigations on various abandoned commercial and industrial sites. All work was performed under US EPA Brownfields Grant funding sources, which required all reporting to be approved by the US EPA.

AREAS OF EXPERTISE

- Grant Writing and Program Implementation for State and Federal Brownfield Grants
- Soil, Soil Gas, and Groundwater Investigation, Remediation Design, and Implementation
- Brownfields Redevelopment and Revitalization
- Transactional Due Diligence Support

EDUCATION

Dickinson College, B.S., Chemistry, 2001

Dickinson College, Biochemistry and Molecular Biology, 2001

University of Pennsylvania, MBS, Earth and Environmental Studies, 2005

University of Pennsylvania, Ph.D., Earth and Environmental Science, 2009

REGISTRATIONS

Geologist in Training (GIT) – Pennsylvania, License No. GT000228.

CERTIFICATIONS

OSHA HAZWOPER Trained & Certified (40-hour, Annual 8-hour)

PRESENTATIONS

The Use of 2D and 3D CSIA to Evaluate Sources and Biodegradation of Chlorinated Ethenes in Groundwater at Two Sites in New Jersey. (*Oral Presentation*). 2014. AEHS 30th Annual International Conference on Soils, Sediments, Water and Energy. Amherst, MA.

PROFESSIONAL SUMMARY

Dr. James E. Bedison, Ph.D. is a Project Manager and Environmental Scientist at AMO Environmental Decisions. He received his B.S. in Chemistry and Biochemistry and Molecular Biology from Dickinson College in 2001 before pursuing his Master's and Ph.D. at the University of Pennsylvania where he focused on biogeochemical cycling and forest dynamics in the Adirondack Mountains of New York. Dr. Bedison has nearly 10-years of industry experience and is focused on brownfields redevelopment and revitalization.

Dr. Bedison specializes in coordinating and managing all aspects of brownfields redevelopment including investigation strategy and implementation, remedial design, regulatory compliance, and management. A specialized aspect of Dr. Bedison's brownfields work is assisting clients in identifying and applying for grant funding to support and advance their brownfields revitalization goals. He has worked as part of AMO's grant-writing team which has secured over \$12 million in state and federal funding to support environmental assessment, remediation, demolition, site development/redevelopment, and construction projects and promote brownfields redevelopment.

Dr. Bedison has extensive experience developing and directing a wide range of environmental due diligence activities including the completion of preliminary assessments (New Jersey), Phase I and Phase II ESAs, and site characterizations. Further, Dr. Bedison is responsible for completing site investigations, remediation design and implementation in support of regulatory closure. He works closely with clients, regulatory agencies, and vested stakeholders to design and execute efficient, compliant, and cost-effective site closures in accordance with state and federal regulatory programs. This project work has been successfully employed on sites including, but not limited to, former mine land, service stations, and heavily industrialized properties for both public and private clients.

SUMMARY OF SELECT PROJECTS

Municipality of Norristown, Pennsylvania – Grant Writing/Implementation Services – Co-Authored State and Federal Brownfields Grants totaling \$1,200,000. Project Manager responsible for completion of Phase I ESAs along with design and implementation of Phase II ESAs and reporting in accordance with PADEP Land Recycling Program (i.e., Act 2) to facilitate liability protection, regulatory closure and beneficial reuse. Responsible for staff management, subcontractor coordination, and grant-specific EPA submissions/reporting.

Lackawanna County, Pennsylvania – Grant Writing/Implementation Services – Co-Authored US EPA Brownfield Community Wide Assessment Grants which were awarded for a total of \$1.1 million. Responsible for completion of 10 Phase I ESAs along with design and implementation of 4 Phase II ESAs and reporting in accordance with PADEP Land Recycling Program (i.e., Act 2) to facilitate liability protection, regulatory closure and beneficial reuse. Additionally, coordinated, authored, and submitted a remediation plan that was awarded for over \$400,000 under the PA DCED ISRP program. Remediation implementation is ongoing.

How Isotopes are Lightening the Load – Case Studies in the Use of Compound Specific Isotope Analysis (CSIA) (Oral Presentation with K. Linnell). 2014. Langan Engineering and Environmental Services Environmental Workshop. Morristown, NJ.

A Comprehensive Strategy for the *in situ* Bioremediation of Mixed Chlorinated Ethenes/Ethanes in Groundwater. (Poster Presentation with T. King, B. Bond and A. Hackenberg). 2012. Battelle 8th International Conference: Remediation of Chlorinated and Recalcitrant Compounds. Monterey, CA.

A Comprehensive Strategy for the *in situ* Bioremediation of Mixed Chlorinated Ethenes/Ethanes in Groundwater. (Poster Presentation with T. King, B. Bond and A. Hackenberg). 2012. Langan Engineering and Environmental Services Environmental Workshop. East Windsor, NJ.

PROFESSIONAL HISTORY

AMO Environmental Decisions, Inc., Doylestown, PA, Senior Project Manager 2019-Present

Langan Engineering and Environmental Services, Doylestown, PA
Project Manager, 2010-2019

Greene County, Pennsylvania – Site Investigation – Working under a PA DCED ISRP program awarded to the County, Dr. Bedison was responsible for designing and managing the implementation of a investigation of a former creosote treatment facility on abandoned mine land. Dr. Bedison authored the investigation report and worked to develop recommendations for additional environmental investigation and beneficial reuse.

Roselle Park, New Jersey – Project Management – Working under a New Jersey Hazardous Discharge Site Remediation Fund grant to investigate previous fuel and heating oil discharges, Dr. Bedison was the project manager responsible for implementation of the approved scope of work for the grant which included the completion of a Preliminary Assessment, site investigation and sampling activities, a vapor intrusion investigation, and all associated NJDEP reporting.

City of Allentown, Pennsylvania – Project Management – Project Manager for field investigations and responsible for regulatory reporting in support of the Jackson Street Park Redevelopment project. The primary focus of the project was to investigate and remediate this former fuel station site to ensure both proper regulatory closure and protection of human health so that the existing park could expand onto this adjacent parcel.

Edison, New Jersey – Senior Field Scientist – Senior field scientist and project manager responsible for design, implementation, monitoring, and reporting of dye-tracing and pilot-scale bioremediation injection programs to optimize the design of a full-scale bioremediation of a mixed-source, chlorinated ethene plume in fractured bedrock beneath a densely developed urban area.

Hershey, Pennsylvania – Senior Field Scientist – Senior field scientist and project manager responsible for the site-wide investigation of soil and groundwater in support of decommissioning and redevelopment of a 50- acre industrial facility in accordance with PADEP Act 2.

Attachment B – Knowledge & Experience with Comparable Work

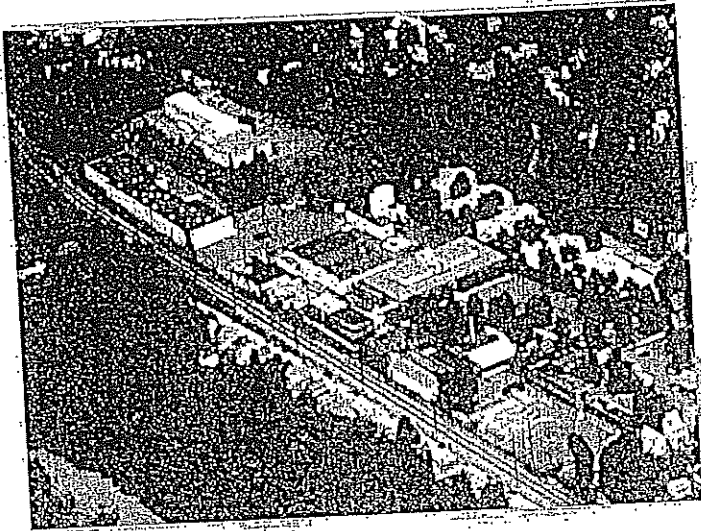
AMO has vast experience in soil and groundwater assessment and remediation from leaking underground storage tank to multi-acre soil and groundwater impacts. We pull from a level of experts whose knowledge spans across state regulatory agencies as well as federal program such as the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) also known as Superfund.

We have completed complex soil and groundwater remediations across the country working with the applicable regulatory agencies, such as the Pennsylvania Department of Environmental Protection, to achieve site closures. These remediation activities vary from statistical analysis with risk-based closure to soil excavation and injection treatment.

We have included several project sheets on the following pages we feel represent the breadth and depth of our knowledge and experience in this arena.



ENVIRONMENTAL INVESTIGATION AND REMEDIATION DEVELOPMENT OF FORMER INDUSTRIAL CHEMICAL PLANT



SERVICES:

- *Brownfields Redevelopment*
- *Pennsylvania, EPA Region 3*
- *US EPA RCRA Closure*
- *PADEP Act 2 Closure*
- *Phase I & II ESAs*
- *Site Characterization*
- *Remedial Design*
- *Remedial Implementation*

LOCATION:

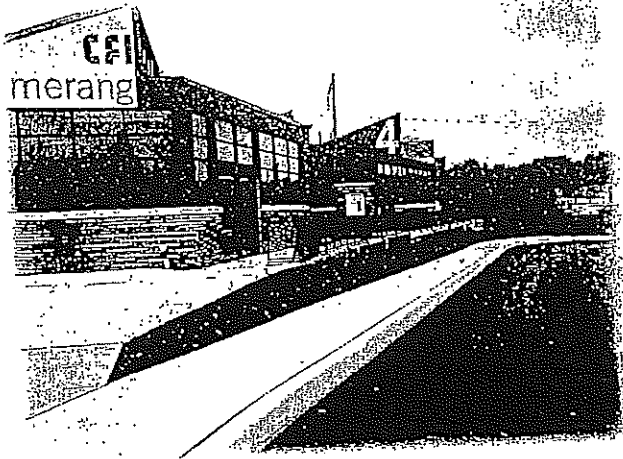
Montgomery County, Pennsylvania

CLIENT:

BASF Corporation

COSTS:

On-going, ≥ \$10 Million



AMO managed the successful regulatory closure of environmental concerns related to 44-acre site that formerly manufactured metal-treatment, herbicide and pesticide products in Ambler, Pennsylvania. We developed and directed surface/subsurface soil and groundwater investigation strategies, impacted media delineation/assessment, and value engineering mitigation measures to achieve USEPA and PADEP approved closure of one area of environmental concern (AEC/AOC) involving arsenic and dioxin.

Additionally, AMO developed and directed innovative statistically-based soil investigation/remediation of an 18-acre portion of the site and successfully negotiated client's Release from Liability under Act 2 program as well as the US EPA RCRA program, which enabled beneficial re-use of the parcel for the local community.

Our innovative value engineering approach using a statistically based site investigation strategy reduced the remediation time frame and costs by several million dollars compared to traditional "hot-spot" investigations and removal.

Working closely with the developer and regulatory authorities throughout the process enabled the scheduled official opening of Ambler Yards in 2019. This site now leases space to 35 new companies with over 500 new employees and brings in approximately \$350,000 annually in new tax revenue to: Lower Gwynedd Township; the Wissahickon School District; and Montgomery County.



AMO ENVIRONMENTAL DECISIONS
Environmental Risk & Remediation Consultants

ENVIRONMENTAL INVESTIGATION AND REMEDIATION ACTIVE TECHNICAL TRAINING FACILITY

SERVICES:

- Brownfields Redevelopment
- Impacted Soil Excavation/Disposal
- Phase I & II ESAs
- Site Characterization
- Remedial Design
- Remedial Implementation

LOCATION:

Morrisville, Pennsylvania

CLIENT:

Aspire, Inc.

COSTS:

\$200k

AMO managed the successful regulatory closure of environmental concerns related to a gasoline underground storage tank release at an active technical training facility in Morrisville, Pennsylvania. We developed and directed surface/subsurface soil and groundwater investigation strategies, impacted media delineation/assessment, and value engineering mitigation measures to achieve PADEP Act 2 Closure.

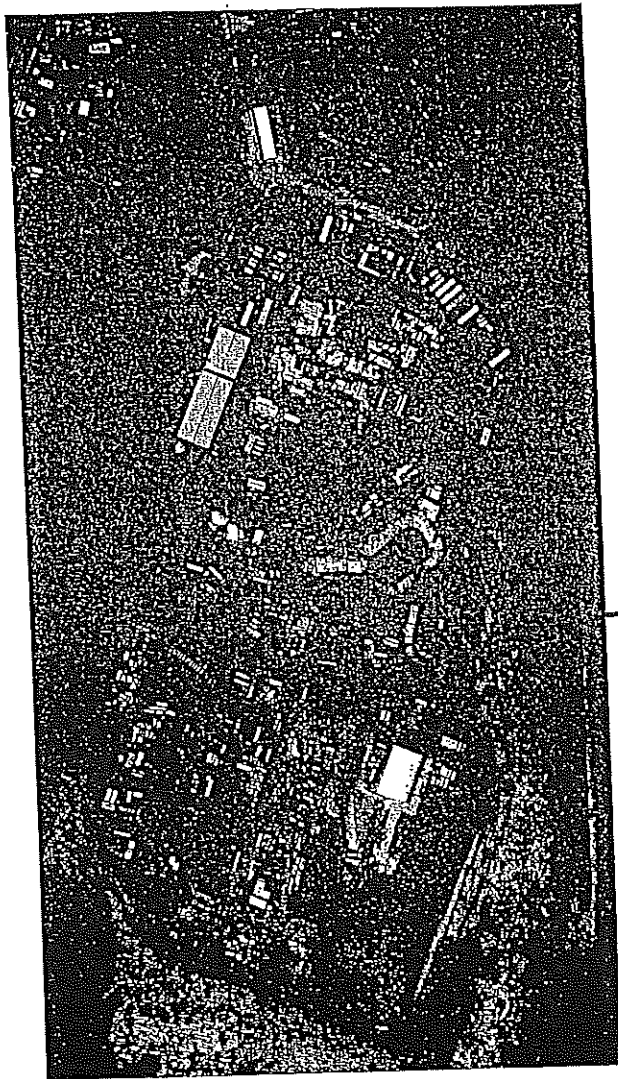
Directed closure of environmental concerns related to gasoline release from USTs at Aspire's Morrisville, PA facility. Developed and directed surface and subsurface soil investigation strategies, delineation of impacts, and mitigation measures. Tasks involved statistically-based soil & groundwater sampling/analysis, exposure pathway/receptor surveys, groundwater fate & transport analysis, and development of *Site-Specific Standards* for selected media (among other things). Negotiated and implemented remediation-confirmation plans and groundwater investigation strategies with PADEP. Client received PADEP's Release from Liability under Act 2 program.



AMO ENVIRONMENTAL DECISIONS
Environmental Risk & Remediation Consultants



ENVIRONMENTAL INVESTIGATION AND REMEDIATION DEVELOPMENT OF COMBINED CYCLE POWER PLANT



SERVICES:

- *Brownfields Assessment*
- *Pennsylvania, EPA Region 3*
- *PCB Remediation*
- *Toxic Substances Control Act (TSCA)*
- *PADEP Act 2*
- *Phase I & II ESAs*
- *Site Characterization*
- *Remedial Design*

LOCATION:

Berks County, Pennsylvania

CLIENT:

Confidential

Costs:

On-going, ≥ \$10 Million

AMO Environmental Decisions, Inc. (AMO) is providing environmental consulting services as part of the redevelopment of a 102-acre former Department of Defense manufacturing site into a 450-megawatt natural gas-fired combined cycle power plant in Berks County, Pennsylvania. AMO was initially contracted to perform a Phase I Environmental Site Assessment (ESA). Based on the identification of numerous recognized environmental concerns (RECs), a Phase II ESA was performed. The Phase II ESA was used to develop a demolition contract that includes remediation of mixed media. AMO is providing environmental oversight services for compliance with Pennsylvania's Land Recycling and Environmental Remediation Standards Act (Act 2) and the U.S. Environmental Protection Agency's (USEPA's) Toxic Substances Control Act (TSCA).

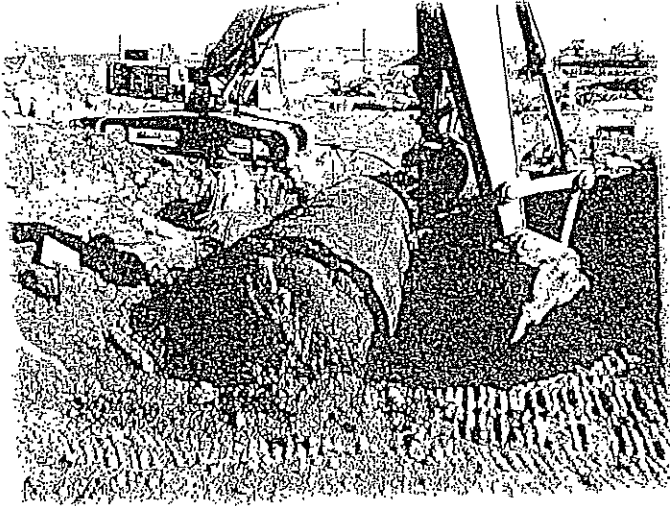
The property consisted of numerous buildings, which previously housed administrative, research and development, manufacturing operations, and support/maintenance facilities. Manufacturing operations began in 1942 and ceased at the site in 1988. Portions of the property were later leased for warehousing.



AMO ENVIRONMENTAL DECISIONS
Environmental Risk & Remediation Consultants



ENVIRONMENTAL INVESTIGATION AND REMEDIATION FORMER INK MANUFACTURING FACILITY



SERVICES:

- *Brownfields Redevelopment*
- *Impacted Soil Excavation/Disposal*
- *Phase I & II ESAs*
- *Site Characterization*
- *Remedial Design*
- *Remedial Implementation*

LOCATION:

Lancaster, Pennsylvania

CLIENT:

Flint Ink Corporation

COSTS:

\$5 Million

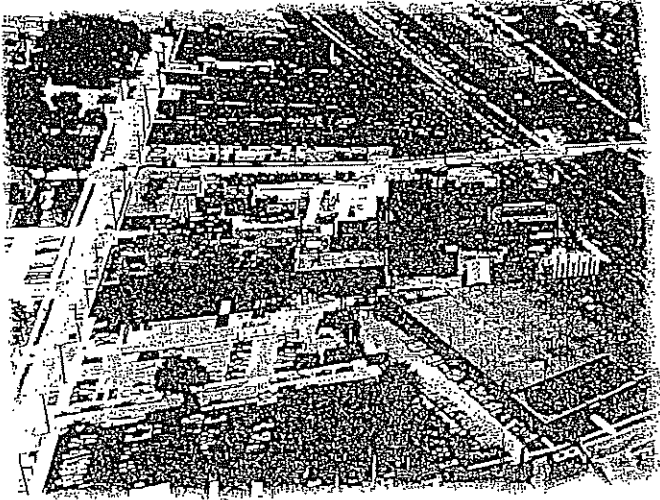
AMO managed the successful regulatory closure of environmental concerns related to former ink manufacturing facility in Lancaster, Pennsylvania. We developed and directed surface/subsurface soil and groundwater investigation strategies, impacted media delineation/assessment, and value engineering mitigation measures to achieve PADEP Act 2 Closure.

Directed closure of environmental concerns related to toluene spill at Flint's Lancaster, PA facility. Developed and directed surface and subsurface soil investigation strategies, impacted media delineation/assessment, and mitigation measures. In addition to excavation and off-site disposal methods, mitigation measures included a bioventing system designed to treat impacts beneath an operational portion of the site. Other related tasks included statistically-based soil sampling/analysis, exposure pathway/receptor surveys, groundwater fate & transport analysis, negotiation of remediation-confirmation plans, and groundwater investigation strategies with PADEP. Client received *Release from Liability* under Act 2 program.





ENVIRONMENTAL INVESTIGATION AND REMEDIATION FORMER PAINT MANUFACTURING FACILITY



SERVICES:

- *Brownfields Redevelopment*
- *Impacted Soil Excavation/Disposal*
- *Phase I & II ESAs*
- *Site Characterization*
- *Remedial Design*
- *Remedial Implementation*

LOCATION:

Detroit, Michigan

CLIENT:

BAF Corporation

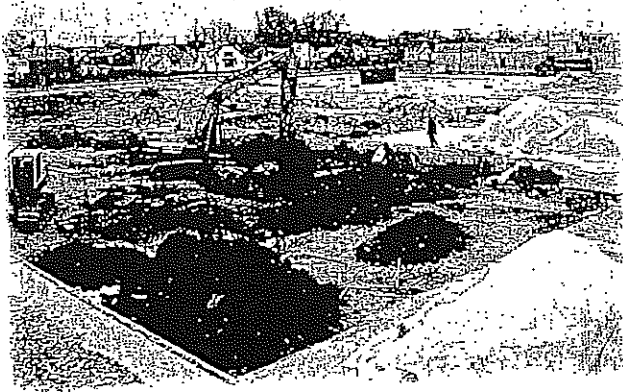
COSTS:

\$5 Million

AMO managed the successful regulatory closure of environmental concerns related to a former paint manufacturing facility in Detroit, Michigan. We developed and directed surface/subsurface soil and groundwater investigation strategies, impacted media delineation/assessment, and value engineering mitigation measures to achieve MDEQ approved closure.

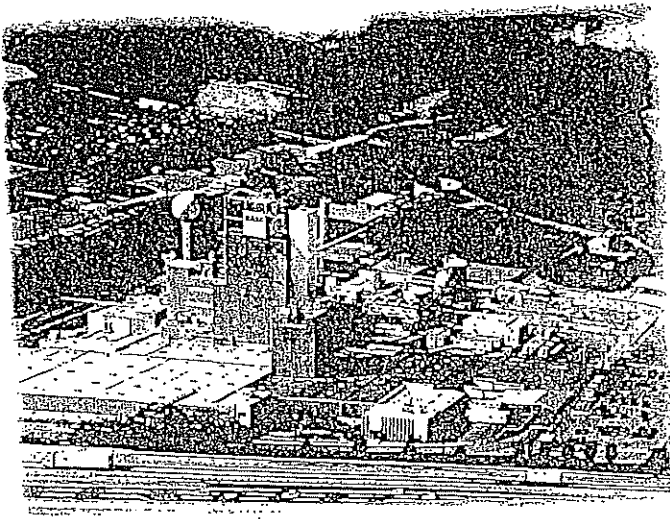
Developed and directed closure strategies designed to assess potential environmental impacts prior to and following cessation of plant operations, which enable responsible evaluation of conditions with consideration for regulatory guidance/involvement. Developed detailed probability analyses of potential future environmental costs for negotiation of insurance cost recovery claims. Directed site-wide geophysics, soil-gas surveys, and statistically-based soil investigation programs. Investigation results enabled rationale for: 1) immediate sale of two out of three parcels; and 2) implementation of a significantly reduced scope of work regarding the third parcel and traditional MDEQ Part 201 cleanups. Remedial work involved removal of

targeted areas of interest from the remaining 6-acre parcel. Approximately 20,000 yards³ of impacted soil and construction debris were removed from site.





ENVIRONMENTAL INVESTIGATION AND REMEDIATION FORMER INDUSTRIAL MANUFACTURING PLANT



SERVICES:

- Brownfields Redevelopment
- Impacted Soil Excavation/Disposal
- Phase I & II ESAs
- Site Characterization
- Remedial Design
- Remedial Implementation

LOCATION:

Jamesburg, New Jersey

CLIENT:

BASF Corporation

COSTS:

\$5 Million

AMO managed the successful regulatory closure of environmental concerns related to a former polystyrene manufacturing facility in Jamesburg, New Jersey. We developed and directed surface/subsurface soil and groundwater investigation strategies, impacted media delineation/assessment, and value engineering mitigation measures to achieve NJDEP approved closure.

Investigative work involved: preparation of *ISRA Preliminary Assessment*; preparation and implementation of site-wide soil and groundwater investigation; evaluation of potential receptors through *Baseline Ecological Evaluation (BEE)* and groundwater-user records; jurisdictional determination regarding potential stream encroachment issues; and evaluation of findings relative to NJDEP *Technical Requirements*. Remedial work involved, among other tasks: UST removals; removal of approximately 4,000 yards³ of impacted soil; and closure of NJPDES permits.

In a rare act, NJDEP case manager's ISRA-PA review letter stated, "*BASF's consultant submitted excellent documentation for Areas of Environmental Concern (AOC's). The thoroughness of the Preliminary Investigation (PI) report has resulted in a lengthy letter, however in the opinion of the case manager it has also likely resulted in decreasing the timeframe of this case by as much as two years.*"



Attachment C – Prior Experience with Government Entities

AMO has experience in working with governmental agencies ranging from the United States Environmental Protection Agency and the Army Corps of Engineers to County Agencies and Municipalities. AMO personnel have been working with Government entities in not only conducting environmental due diligence, assessment and remediation for brownfields redevelopment, but also in securing grant funding for these activities. AMO understand the limited resources that local governments have to facilitate brownfields redevelopment and we work as a virtual extension to ensure the funding that is allocated to these projects is used efficiently while securing all regulatory approvals.

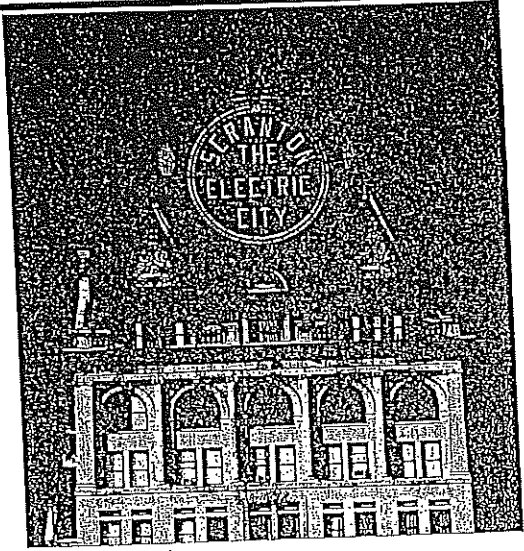
Most recently, AMO personnel have had the pleasure of working with Lackawanna County under their previous US EPA Brownfields Assessment grant. We have also have worked with other government agencies in securing them brownfields funding. Below is a partial list of government agencies we have worked with;

- Taylor Borough, Lackawanna County
- Lackawanna County
- United States Environmental Protection Agency
- Greene County Department of Economic Development
- Erie County Industrial Development Authority
- Bucks County Redevelopment Authority
- Municipality of Norristown
- Montgomery County Redevelopment Authority
- Philadelphia Redevelopment Authority
- Philadelphia Industrial Development Corporation

We have included several relevant project sheets detailing our work with government entities on the following pages.



US EPA BROWNFIELD GRANT ADMINISTRATION BROWNFIELDS ASSESSMENT PROJECT



SERVICES:

- *Brownfields Assessment*
- *Pennsylvania, EPA Region 3*
- *Site Inventory and Prioritization*
- *Phase I & II ESAs*
- *US EPA Reporting*
- *Community Outreach*
- *Identification of Additional Funding Sources*

LOCATION:

Lackawanna County, Pennsylvania

CLIENT:

Lackawanna County

AMO personnel handled the implementation and all reporting requirements for Lackawanna County's \$500,000 U.S. EPA Brownfields Community-Wide Assessment Grant. In addition, AMO personnel wrote and submitted the grant application to the US EPA on behalf of the County.

Utilizing US EPA funding, AMO personnel assisted the County in creating their Brownfields Program. Under our direction, Lackawanna has developed an inventory of over 25-brownfield sites. These sites are being assessed as part of the implementation of a redevelopment strategy which we helped develop.

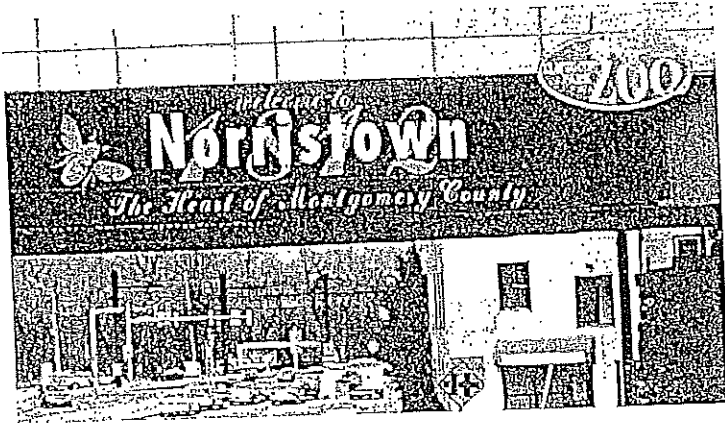
AMO personnel provided all environmental assessment activities, community outreach, and completing all U.S. EPA reporting requirements on behalf of Lackawanna.

The County, with AMO personnel support, identified and assessed over 10 brownfield sites and developed a strategy for redevelopment.





US EPA BROWNFIELD GRANT ADMINISTRATION BROWNFIELDS ASSESSMENT PROJECT



SERVICES:

- *Brownfields Assessment*
- *Pennsylvania, EPA Region 3*
- *Site Inventory and Prioritization*
- *Phase I & II ESAs*
- *US EPA Reporting*
- *Community Outreach*
- *Identification of Additional Funding Sources*

LOCATION:

Norristown, Pennsylvania

CLIENT:

Municipality of Norristown

AMO personnel handled the implementation and all reporting requirements for the Borough of Norristown's two U.S. EPA Brownfields Community-Wide Assessment Grants, one for Hazardous Substances and one for Petroleum Products. In addition, AMO personnel wrote and submitted these grant applications to the US EPA on behalf of Norristown.

Utilizing US EPA funding, AMO personnel assisted the Borough of Norristown in creating their Brownfields Program. Under our direction, Norristown has developed an inventory of over 50-brownfield sites. These sites are being assessed as part of the implementation of a redevelopment strategy which we helped develop.

AMO personnel provided all environmental assessment activities, community outreach, and completing all U.S. EPA reporting requirements on behalf of Norristown.

The Municipality, with AMO personnel support, identified and assessed over 20 brownfield sites and developed a strategy for redevelopment.





GREENE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY BROWNFIELDS ASSESSMENT PROJECT

SERVICES:

- *Brownfields Assessment*
- *Pennsylvania Grant Support*
- *Site Environmental Characterization*
- *Industrial Sites Reuse Program Grant*
- *Redevelopment Strategy*
- *Identification of Additional Funding Sources*

LOCATION:

Greene County, Pennsylvania

CLIENT:

Greene County Industrial Development Authority

AMO personnel handled the implementation and all reporting requirements for the Greene County Industrial Development Authority's Industrial Sites Reuse Program Environmental Assessment grant application to fund the environmental assessment activities of the Former Mather Site.

The Former Mather site, vacant for many years, consists of approximately 150-acres and was formerly utilized as a coal processing and lumber treatment facility. Various environmental studies have been completed on the site in the past and had identified a myriad of impacts. However, a comprehensive study had not been completed.

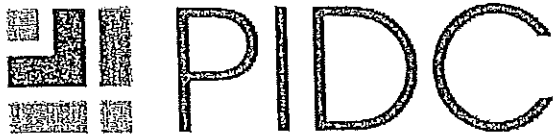
AMO personnel worked with the Greene County IDA to submit a Pennsylvania Department of Community and Economic Development Industrial Site Reuse grant for \$250,000 to complete a comprehensive site characterization.

The site characterization has been completed and the County IDA have prepared plans for remediation. The site is now primed for redevelopment.





US EPA BROWNFIELD GRANT ADMINISTRATION BROWNFIELDS ASSESSMENT PROJECT



Driving growth to every corner of Philadelphia

SERVICES:

- *Brownfields Assessment*
- *Pennsylvania, EPA Region 3*
- *Site Inventory and Prioritization*
- *Phase I & II ESAs*
- *US EPA Reporting*
- *Community Outreach*
- *Identification of Additional Funding Sources*

LOCATION:

Philadelphia, Pennsylvania

CLIENT:

Philadelphia Industrial Development Corporation

AMO personnel handled the implementation and all reporting requirements for the Philadelphia Industrial Development Corporation's two U.S. EPA Brownfields Community-Wide Assessment Grants, one for Hazardous Substances and one for Petroleum Products, totaling \$400,000.

Utilizing US EPA funding, AMO personnel assisted the PIDC in creating their Brownfields Program., PIDC, with our coordination, has developed an inventory of targeted sites for redevelopment along the lower Schuylkill River. These sites are being assessed as part of the implementation of a redevelopment strategy to encourage site reuse.

AMO personnel provided all environmental assessment activities, community outreach, and completing all U.S. EPA reporting requirements on behalf of PIDC.

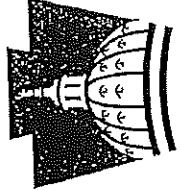
The PIDC, with AMO personnel support, identified and assessed numerous brownfield sites and developed a strategy for redevelopment and reuse.



Attachment D – Small Business Firm

AMO Environmental Decisions (AMO), a Pennsylvania Registered Small Business, certification number 367805-2013-04-SB. Our State certification is provided on the following page.

NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



pennsylvania
DEPARTMENT OF GENERAL SERVICES

The Department is pleased to announce that

AMO ENVIRONMENTAL DECISIONS INC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

BUSINESS TYPE(s): Procurement Services

CERTIFICATION NUMBER: 367805-2013-04-SB

CERTIFICATION TYPE: Small Business

EXPIRATION DATE: 02/29/2020

ISSUE DATE: 04/10/2013

EXPIRATION DATE: 02/29/2020

RECERTIFIED DATE: 1/31/2018

RECERTIFIED DATE: 1/31/2018

Kerry L. Kirkland

Kerry L. Kirkland, Deputy Secretary
Diversity, Inclusion, and Small Business Opportunities



DEPARTMENT OF LAW

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

February 12, 2020


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

RECEIVED
FEB 18 2020
OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH AMO ENVIRONMENTAL DECISIONS FOR ENVIRONMENTAL REMEDIATION OF THE FUTURE SITE OF THE DOWNTOWN POCKET PARK, 248 WYOMING AVENUE, SCRANTON, PENNSYLVANIA.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

ACCEPTING A FIVE HUNDRED (\$500.00) DOLLAR DONATION FROM MS. MARIE C. BANICKY OF SCRANTON PRESENTED TO THE CITY OF SCRANTON POLICE K-9 UNIT.

WHEREAS, Ms. Marie C. Banicky of Scranton presented a donation of \$500.00 to the City of Scranton Police K-9 Unit. This donation will be deposited into Special City Account No. 02.229539 entitled "Scranton Police K-9 Unit"; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the donation of \$500.00 from Ms. Marie C. Banicky is hereby accepted to be deposited into Special City Account No. 02.229539 entitled "Scranton K-9 Unit" to benefit the K-9 Unit.

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

MARIE C BANICKY
714 CLAY AVE
SCRANTON, PA 18510-2709

3501

12-20-19 Date

Pay to the Order of Scranton Area Dept \$ 500.00

Dollars

Five hundred



For Cash on Hand Marie Banicky

[Redacted signature]



DEPARTMENT OF LAW

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

February 18, 2020


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

RECEIVED
FEB 18 2020
OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING A FIVE HUNDRED (\$500.00)
DOLLAR DONATION FROM MS. MARIE C. BANICKY OF SCRANTON
PRESENTED TO THE CITY OF SCRANTON POLICE K-9 UNIT.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF KAREN A. DESANDIS, 1105 SUMMIT POINT, SCRANTON, PENNSYLVANIA, 18508, TO THE CIVIL SERVICE COMMISSION EFFECTIVE FEBRUARY 14, 2020. MISS DESANDIS' TERM WILL EXPIRE WITH THE TERM OF MAYOR PAIGE G. COGNETTI.

WHEREAS, Paige G. Cagnetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cagnetti took office on January 6, 2020; and

WHEREAS, Mayor Cagnetti desires to appoint Karen DeSandis to the Civil Service Commission. Ms. DeSandis' term will expire with the term of Mayor Paige G. Cagnetti; and

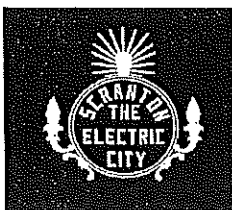
WHEREAS, Karen DeSandis has the requisite, experience, education and training necessary to act as a member of the Civil Service Commission.

NOW, THEREFORE, BE IT RESOLVED that Karen DeSandis, 1105 Summit Point, Scranton, PA is hereby appointed to the Civil Service Commission. Ms. DeSandis' term will expire with the term of Mayor Paige G. Cagnetti.

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.

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OFFICE OF THE MAYOR

February 14, 2020

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

RE: Civil Service Committee Appointment, **Karen A. DeSandis**

Dear Council Members:

Please be advised that I am appointing, Karen A. DeSandis, 1105 Summit Point, Scranton, PA 18508, as a member of the Civil Service Commission for the City of Scranton effective February 14, 2020.

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

Sincerely,

A handwritten signature in cursive script that reads "Paige G. Cagnetti".

Paige G. Cagnetti
Mayor, City of Scranton

CC: Patrick Sheridan, Business Administrator
Stephanie Pisko, Chief of Staff
Civil Service Committee
Karen A. DeSandis

Karen A. DeSandis

Education

Bloomsburg University

B.S. in Secondary Education

University of Scranton

M.S. in Education

Secondary administrator certification

Elementary administrator certification

K-12 supervisor of social studies certificate

Marywood College

Elementary education certification

Experience

North Scranton Junior High School

Teacher 1969-1973

Scranton Technical High school

Teacher 1973-1982

North Scranton Junior High School

Vice Principal 1983

Scranton Technical High School

Vice Principal 1984-1992

East Scranton Intermediate School

Principal 1992-1999

Nativity School and Marian Catholic

Principal 1999-2005

Keystone College Education Department – Towanda and Delaware Valley

Student Advisor and Education Supervisor 2005-2013

Awards

Luzerne Lackawanna County Environmental Educator of the Year

Northeast Woman Scranton Time



DEPARTMENT OF LAW

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

February 18, 2020

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

RECEIVED

FEB 19 2020


OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF KAREN A. DESANDIS, 1105 SUMMIT POINT, SCRANTON, PENNSYLVANIA, 18508, TO THE CIVIL SERVICE COMMISSION EFFECTIVE FEBRUARY 14, 2020. MISS DESANDIS' TERM WILL EXPIRE WITH THE TERM OF MAYOR PAIGE G. COGNETTI.

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

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF ELIZABETH M. GARCIA, ESQUIRE, 1135 OLIVE STREET, SCRANTON, PENNSYLVANIA, 18510, TO THE CIVIL SERVICE COMMISSION EFFECTIVE FEBRUARY 14, 2020. ATTORNEY GARCIA'S TERM WILL EXPIRE WITH THE TERM OF MAYOR PAIGE G. COGNETTI.

WHEREAS, Paige G. Cognetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cognetti took office on January 6, 2020; and

WHEREAS, Mayor Cognetti desires to appoint Elizabeth M. Garcia, Esquire to the Civil Service Commission. Attorney Garcia's term will expire with the term of Mayor Paige G. Cognetti; and

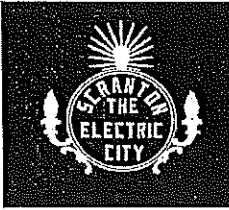
WHEREAS, Attorney Garcia has the requisite, experience, education and training necessary to act as a member of the Civil Service Commission.

NOW, THEREFORE, BE IT RESOLVED that Elizabeth M. Garcia, Esquire, 1135 Olive Street, Scranton, PA is hereby appointed to the Civil Service Commission. Attorney Garcia's term will expire with the term of Mayor Paige G. Cognetti.

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.



OFFICE OF THE MAYOR

February 14, 2020

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

RE: Civil Service Committee Appointment, **Elizabeth Garcia**

Dear Council Members:

Please be advised that I am appointing, **Elizabeth Garcia**, 1135 Olive Street, Scranton, PA 18510, as a member of the Civil Service Commission for the City of Scranton effective February 14, 2020.

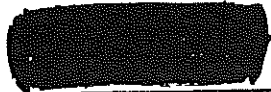
I respectfully request City Council's concurrence in this appointment.

Sincerely,

Paige G. Cagnetti
Mayor, City of Scranton

CC: Patrick Sheridan, Business Administrator
Stephanie Pisko, Chief of Staff
Civil Service Committee
Elizabeth Garcia

Elizabeth M. Garcia, Esq.



Bar Admissions New Jersey, Pennsylvania, United States District Court of New Jersey, Third Circuit Court of Appeals, United States Supreme Court

Legal Experience **Parker, McCay P.A.,** 2012- present
Shareholder/ Chair of the Labor and Employment Department 2008 -2012
Counsel 2001-2008
Associate

Firm Committees: Hiring committee, Marketing Committee, Associates Committee Liaison
Legal Counsel: Advise Human Resources Director on firm employment and human resources matters; Conduct training; Lead and/or guide human resources and compliance investigations.

Manage attorneys and staff. Conduct internal investigations related to compliance, affirmative action, harassment, whistle blowing & ethics. Provide training on anti-harassment, leaves, investigations process and documentation, compliance and other topics. Draft and negotiate C-Sulte employment agreements, restrictive covenants and severance packages, Bargain public and private union contracts for management. Handle grievance arbitrations, disciplinary hearings, and administrative agency hearings and trials. Litigate unfair labor practices at PERC and the NLRB. Counsel employers on state and Federal family leave acts, Fair Labor Standards Act, American with Disabilities Act and other state and federal employment laws. Litigate employment law, civil rights and breach of contract cases in Administrative, State and Federal Courts, including appeals. Other responsibilities include but are not limited to, counseling private and public sector employers on day to day labor, compliance functions, employment matters and human resources issues, including pension issues, benefits, leaves, contract interpretation, and unemployment hearings.

Chambers of the Honorable Michael Winkelstein, J.A.D. 2001
New Jersey Superior Court, Appellate Division, Law Clerk
Edited judicial opinions. Wrote memoranda relating to a wide variety of legal issues including criminal matters, domestic abuse/family services cases, employment relations and matrimonial cases.

Chambers of the Honorable Michael Winkelstein, A.J.S.C. 2000-2001
New Jersey Superior Court, Law Division, Law Clerk
Researched and drafted memoranda and decisions on a variety of dispositive motions, prerogative writs and election issues. Summarized and recommended disposition of motions, scheduled and observed oral arguments. Assisted Judges and Chancery Judge on orders to show cause summary judgment, and pre-trial motions. Mediated small claims and special civil part cases biweekly.

Internal Revenue Service, Department of the Treasury, Spring 2000
Estate Tax Group, Intern
Researched and wrote legal memoranda regarding charitable contributions, marital deductions, and joint property issues. Met with estate representatives and attorneys to

review income tax returns, gift tax returns, bank statements and other estate documents to determine accurateness of the return.

City of Philadelphia Law Department Tax Unit, Law Clerk 1999-2000
Philadelphia Bar Association Tax Awareness Scholarship Recipient
Researched and wrote appellate briefs, motions and memoranda on a variety of tax, property, trust and estates, and bankruptcy issues. Assisted senior attorney at Tax Review Board hearings and trials. Prepared senior attorney for oral arguments. Drafted cross examinations for real estate transfer tax trial.

Chambers of the Honorable Thomas N. O'Neill, Jr. Summer 1998
United States District Court, Eastern District of Pennsylvania, Summer Law Clerk
Researched and wrote legal memoranda and orders on a variety of pretrial motions. Observed oral arguments, trials and settlement conferences.

Ankeles, Harmon & Bonfanti, Counselors at Law, Clerk 1991-1996
Prepared pre-closing and completed post-closing documents relating to real estate mortgages. Translated English legal documents and consultations for clients who spoke Portuguese and Spanish.

Education **James E. Beasley School of Law at Temple University, Juris Doctor** May 2000
Honors and Activities: Executive Editor, *Temple International and Comparative Law Journal*; President, International Law Society, Competitor, Barrister Society Negotiation; Recipient, Portuguese-American Graduate Scholarship 1997-2000.
Employment: Oral Argument Coordinator, Professor Jan Levine.

Wheaton College, Massachusetts, Bachelors of Arts, Cum Laude May 1997
Majors: International Relations and Hispanic Studies
Minors: International Economics and French
Honors: Sigma Delta Pi Spanish Honor Society; President, Spanish and French Clubs; Recipient, Massachusetts Foreign Language Association Scholarship; Recipient, Portuguese-American Higher Education Scholarship 1993-1997.
Semester Abroad: Universidad de Cordoba, Cordoba, Spain

Memberships: Past-President of the Burlington County Bar Association
Past-President of the Burlington County Bar Foundation.
Member of the New Jersey State Bar Association.
First Chair of the Gloucester County Chamber of Commerce
Member of the Human Resource Committee for Virtua Hospital
Former member of Virtua's Diversity Committee
Member of the New Jersey Institute of Local Government Attorneys
Member of Women Owned Law

Recognition:

- Top Rated Lawyer 2018, *Avvo.com*
- Listed in Best Attorneys in Business for Employment and Labor Law, *South Jersey Biz*, 2015
- Named to "Top 25 Women to Watch in 2014" by *South Jersey Biz*
- Recognized as one of 50 "New Leaders of the Bar" by the *New Jersey Law Journal*, 2013

- Recipient of the prestigious Robert W. Criscuolo Award, presented annually by the Burlington County Bar Association to a young attorney committed to the legal profession and the community, 2008

Publications:

- "Paid Sick Leave is Now Law and This is What You Need to Know," *Parker McCay Blog*, May 2, 2018.
- "New Jersey Equal Pay Bill Signed into Law," *Parker McCay Blog*, April 25, 2018.
- "New Jersey Employees Gain Right to Own Inventions Despite Agreements with Employers Stating Otherwise," *Parker McCay Blog*, April 18, 2018.
- "Recent Decision: Handbook Disclaimers," *Parker McCay Blog*, April 18, 2018.
- "Private Sector Employers Must Provide Workforce Data to Equal Employment Opportunity Commission by March 31, 2018," *Parker McCay Blog*, February 1, 2018
- "Sexual Harassment Lawsuits: How to Protect Your Company," *Parker McCay Blog*, November 10, 2017
- "Small Employers with Aetna Products Start Planning Now," *Parker McCay Blog*, July 2017
- "New Form I-9 is Now in Effect- What HR and Employers Need to Know," *Parker McCay Blog*, February, 2017
- "Employers Expected to be Familiar With Unpaid Leave of Absences as Reasonable Accommodation Per Recent EEOC Guidelines," *Parker McCay Blog*, October 2016
- "Overtime Rules Go into Effect December 1, 2016- Are Your Employees Classified Correctly?" *Parker McCay Blog*, May, 2016
- "Complying with the Family and Medical Leave Act and the New Jersey Family Leave Act: A Primer," *Parker McCay Blog*, April 2015
- "Important Update about Criminal Background Checks on Prospective Employees," *Parker McCay Blog*, August 2014
- "Protect Your Company from a Ledbetter-Style Equal Pay Claim," *Parker McCay Blog*, March 2014
- "Overtime Implications for Employers Issuing Smartphones," *Parker McCay Blog*, October 2013
- "What Employers Should Know About the FMLA and their Military Employees and Family Members," *Parker McCay Blog*
- "Patient Protection and Affordable Care Act Notices Must Be Issued by October 1, 2013," *Parker McCay Blog*
- "Right to Video Tape Public Meetings," *Parker McCay Blog*
- "The Federal Family and Medical Leave Act - The Military Caregiver Leave," *Parker McCay Blog*
- "Is Your Still Company at Risk of a Ledbetter Style Equal Pay Claim?" *Parker McCay Blog*
- "Overtime Implications for Employers Issuing Smartphones," *Parker McCay Blog*
- "Overtime Implications under the FLSA for Cell Phone and Other Media Usage by your Employees," *Parker McCay Blog*
- "The Fair Labor Standards Act ("FLSA")," *Parker McCay Blog*
- "Notice of Employees' Right to be Free from Gender Based Pay Discrimination in the Workplace," *Parker McCay Blog*
- "The New Jersey Paid Family Leave Law," *Parker McCay Blog*
- *Additional blogs and articles pre 2008 are not included.*

Speaking Engagements:

- *Equal Pay & Paid Sick Leave Laws*, South Jersey Business Institute Gloucester County, July 20, 2018 Chamber of Commerce
- *Hard Decisions, Hot Topics & Your Legal Questions*, NJBIA Seminar, July 11, 2018

- *Avoiding the Lawyers in the Midst of the #MeToo Movement: What All Businesses Need to Know*, Eye Bank Association of America 57th Annual Meeting, June 7, 2018
- *What to Do When a Key Employee Gives Notice*, Tri-State 32nd Annual Conference, May 3, 2018
- *In the Know: Effective Pre-Employee Screening and Post Employment Testing*, NJBIA Webinar, December 6, 2017
- *Spring Cleaning- Getting Your HR Documentation Organized*, CEU Session for HR Professionals, March 30, 2017
- *Your Role in Collective Bargaining*, Workshop for Government Finance Officers Association of NJ, March 2017
- *EEOC Policy Changes: Are You Compliant?* Tri-State HRMA Seminar, November 2016
- *What to Do When a Key Employee Gives Notice*, NJBIA Webinar, September 28, 2016
- *Is Your organization prepared for a DOL Audit?* Leading Age Annual Meeting June 2, 2016
- *When Employees Seek Advice From the Law Firm of Google, Twitter and Facebook*, Chamber of Commerce Southern New Jersey, HR Council, May 10, 2016
- *Internal Investigations: Navigating the Process at All Levels of Your Organization*, 2016 Tri-State HRMA Conference
- *Local Government and Employment Law* Burlington County Bar Association CLE Xtravaganza, 2015

Other Interests: Travel, Hiking, National Parks, Museums and Dogs



DEPARTMENT OF LAW

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

February 18, 2020

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

RECEIVED
FEB 19 2020


OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF ELIZABETH M. GARCIA, ESQUIRE, 1135 OLIVE STREET, SCRANTON, PENNSYLVANIA, 18510, TO THE CIVIL SERVICE COMMISSION EFFECTIVE FEBRUARY 14, 2020. ATTORNEY GARCIA'S TERM WILL EXPIRE WITH THE TERM OF MAYOR PAIGE G. COGNETTI.

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

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF KEVIN MORGAN, 213 NORTH VAN BUREN AVENUE, SCRANTON, PENNSYLVANIA, 18504, TO THE CIVIL SERVICE COMMISSION EFFECTIVE FEBRUARY 14, 2020. MR. MORGAN'S TERM WILL EXPIRE WITH THE TERM OF MAYOR PAIGE G. COGNETTI.

WHEREAS, Paige G. Cagnetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cagnetti took office on January 6, 2020; and

WHEREAS, Mayor Cagnetti desires to appoint Kevin Morgan to the Civil Service Commission. Mr. Morgan's term will expire with the term of Mayor Paige G. Cagnetti; and

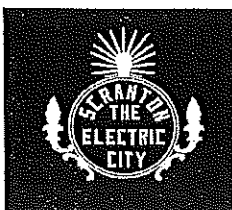
WHEREAS, Kevin Morgan has the requisite, experience, education and training necessary to act as a member of the Civil Service Commission.

NOW, THEREFORE, BE IT RESOLVED that Kevin Morgan, 213 North Van Buren Avenue, Scranton, PA is hereby appointed to the Civil Service Commission. Mr. Morgan's term will expire with the term of Mayor Paige G. Cagnetti.

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.

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OFFICE OF THE MAYOR

February 14, 2020

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

RE: Civil Service Committee Appointment, **Kevin Morgan**

Dear Council Members:

Please be advised that I am appointing, **Kevin Morgan**, 213 N. Van Buren Ave., Scranton, PA 18504, as a member of the Civil Service Commission for the City of Scranton effective February 14, 2020.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Paige G. Cagnetti". The signature is written in a cursive, flowing style.

Paige G. Cagnetti
Mayor, City of Scranton

CC: Patrick Sheridan, Business Administrator
Stephanie Pisko, Chief of Staff
Civil Service Committee
Kevin Morgan

Kevin Francis Morgan

Summary

I possess the ability to fill any role pertaining to sales representative, marketing account executive, sales and marketing manager, or any related leadership fields. I work to continually build high proficiency in nurturing customer relationships, negotiating and sales closing. I am consistently achieving customer retention goals through relationship building and advanced product knowledge.

Highlights

- | | | |
|---|--------------------------------------|------------------------------|
| -Accomplished in relationship selling | -Analytical problem solver | -Team building |
| -Lead development | -Goal-oriented | -Strong sales-closer |
| -Articulate phone manner | -Leadership | -Computer proficient |
| -Multi-task management | -Marketing communication | -Integrated Marketing |
| -Proficient in Salesforce, Seibel, eApp | - Experienced in other CRM platforms | -Skilled in Microsoft Office |

Related Job Experience

Director of Sales - Montage Mountain Resorts

September 2016-Present

- Responsible for setting goals for each arm of MMR business including tickets, sponsorships, and event sales
- Manage a team of 4 Sales Managers to hit daily, weekly, monthly goals
- Responsible for accurate reporting to upper management and maintaining the company CRM
- Current growth of 250% in sales compared to 2015 reporting prior to taking over department

Business Development and Sales - Market Resource Partners

January 2016-July 2016

- Uncover net new clients through cold-calling, following up on marketing leads, and referrals.
- Grow a book of business against a given sales goal
- Manage the relationship between clients and our internal team

Partner Account Manager – Market Resource Partners

June 2015-January 2016

- Create and maintain marketing campaigns for MRP clients
- Review and track campaign deliverables such as lead sheets and information in the CRM system to ensure accuracy
- Manage a team of 20 Account Executives over more than 70 partner marketing campaigns

Lead Navigator (DELL Contractor) – Market Resource Partners

February 2015-June 2015

- Launched a pilot program with DELL to improve sales production
- Working hands-on with both Dell Technical Sales Representatives and Inside Sales Representatives
- Partook in face-to-face meetings with Inside Sales Representatives and quality controlled executive calls

Account Executive – Market Resource Partners

November 2014-February 2015

- Worked to achieve strategic development and tactical implementation of integrated marketing programs for hardware and software service companies by making 150 outbound calls per day
- Navigated past gatekeepers to speak with decision makers and uncover quality needs
- Represented companies such as HP, IBM, DELL, CISCO, and completed Citrix Sales Expert certification

Benefits Manager - American Income Life Insurance

March 2014- November 2014

- Licensed life insurance agent and actively recruited additional benefits managers to company
- Uncovering potential customers based off of current relationships and completed the full sales cycle
- Used multiple sales methods such as Jones effect, feel-felt-found, creating a problem and presenting the solution, assuming the sale, and always having the mindset to close a deal



DEPARTMENT OF LAW

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

February 18, 2020

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FEB 19 2020

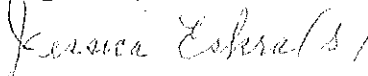
OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF KEVIN MORGAN, 213 NORTH VAN BUREN AVENUE, SCRANTON, PENNSYLVANIA, 18504, TO THE CIVIL SERVICE COMMISSION EFFECTIVE FEBRUARY 14, 2020. MR. MORGAN'S TERM WILL EXPIRE WITH THE TERM OF MAYOR PAIGE G. COGNETTI.

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

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH UFBERG & ASSOCIATES, LLP FOR LABOR COUNSEL FOR THE CITY OF SCRANTON.

WHEREAS, a request for qualifications was advertised for Labor Counsel for the City of Scranton, and two (2) proposals were submitted for review; and

WHEREAS, after review of the qualifications submitted, it was determined that it would be in the best interest of the City to award the contract to Ufberg & Associates, LLP for the reasons provided in the attached Memorandum from the City Solicitor.

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 Professional Services Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Ufberg & Associates, LLP for Labor Counsel Services for the City of Scranton.

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

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

CONTRACT

This contract entered into this ____ day of _____ 2020, effective _____, by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "SCRANTON", and

UFBERG & ASSOCIATES, LLP
310 PENN AVENUE
SCRANTON, PA 18503
PHONE NO. (570) 341-8800

hereinafter called "CONTRACTOR".

WITNESSETH:

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by CONTRACTOR shall be in the general fields of providing Labor Counsel Legal Services for the City of Scranton. The CONTRACTOR hereby covenants, contracts and agrees to furnish SCRANTON with:

LABOR COUNSEL LEGAL SERVICES
FOR THE CITY OF SCRANTON
FOR A TWO (2) YEAR TERM
PER THE ATTACHED BID PROPOSAL AND
SPECIFICATIONS

Said services to be furnished and delivered in conformity with SCRANTON's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Ufberg & Associates, LLP dated January 27, 2020 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the CONTRACTOR shall act solely as an independent contractor, and nothing contained or implied shall at any time be construed as to create the relationship of employer and employee, partnership, principal/agent, or joint venturer 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 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 compliance with the terms and conditions of this Contract. CONTRACTOR will provide invoices monthly to the City Solicitor or her designee, by electronic mail or other commercially suitable method, and are payable by SCRANTON within thirty (30) calendar days from the date of CONTRACTOR's delivery of the invoice to the Solicitor or her designee.

The terms and conditions of this contract are set forth herein and may be supplemented, upon the parties' agreement, by any current or subsequent attachments or exhibits which, once mutually agreed and executed, will be incorporated into and be part of this contract.

ARTICLE IV - INSURANCE

- (1) CONTRACTOR represents that it now carries, and agrees it will continue during the term of this Contract to carry Professional Liability Insurance in the amount of \$1,000,000.00.
- (2) Proof of insurance coverage shall be available for SCRANTON's review and will be furnished to SCRANTON if requested.

ARTICLE V: TERMINATION OF CONTRACT

If the CONTRACTOR shall materially fail to fulfill its obligations or violate any of its covenants under this Agreement or any laws governing its implementation or performance of, SCRANTON shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the purported reason for termination and the proposed effective date of said termination. Said notice shall be given in writing to the CONTRACTOR, to be effective no less than thirty (30) calendar days from receipt of same by the CONTRACTOR. CONTRACTOR will have a period of up to twenty (20) calendar days from its receipt of such a notice from SCRANTON to deny, reply or cure, as the case may be, whereupon SCRANTON and CONTRACTOR either will either agree that the issue has been or will be remedied and resolved or either party may declare the contract terminated and proceed with its rights under Article VI, below. In the latter event, all client records, and any amounts as were expended by SCRANTON as payment to CONTRACTOR in violation of the terms of this Agreement shall be returned to SCRANTON.

ARTICLE VI: 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, and of any dispute hereunder, is therefore vested in the Lackawanna County Court of Common Pleas or, by agreement of the parties or upon assignment by the Court at the time of any such dispute or disagreement, before a mutually agreed, duly appointed arbitrator.

ARTICLE VII- 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. 126

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

CITY SOLICITOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

UFBERG & ASSOCIATES, LLP

BY:

TITLE: _____

DATE: _____

MEMORANDUM

TO: Paige Cagnetti, Mayor
Patrick Sheridan, Business Administrator
Stephanie Pisko, Esquire, Chief of Staff

FROM: Jessica Eskra, Esquire, City Solicitor/Acting Human Resources Director

DATE: February 5, 2020

RE: Legal Services – Labor Counsel – RFQ Award

The City of Scranton received two (2) proposals for legal services for labor counsel. Proposals were received from Maiello Brungo & Maiello and Ufberg & Associates, LLP.

The first firm, Maiello Brungo & Maiello is located in Pittsburgh. They intend to dedicate a staff consisting of 3 Partners, 1 Senior Counsel, 1 Senior Associate, and 1 Associate, with Partner Falco Muscante, Esquire as the primary point of contact. Attorney Muscante focuses his practice in municipal and school district representation and has served as lead negotiator in various collective bargaining negotiations. He also has experience in grievance and arbitration proceedings, Act 111 matters involving public safety unions, and general personnel related litigation. The firm has proposed a rate schedule of \$250/hour/partner, \$200/hour/senior counsel, and \$110/hour/paralegal, with cost reimbursement, as well as \$50/hour for travel time (to and from Pittsburgh).

The second firm, Ufberg & Associates, LLP is located in downtown Scranton. Similarly sized, their staff that would be assigned to the City's representation include 1 Partner, 1 Senior Litigation Counsel, 1 Senior Associate, and 2 Paralegals. Robert Ufberg, Esquire, lead partner, has experience in collective bargaining negotiations, as well as grievance, arbitration, and litigation involving personnel and Act 111 matters, having represented twelve (12) local municipalities in the Northeastern Pennsylvania region. The firm has a proposed rate schedule of \$280/hour/blended and \$80/hour/paralegal, with cost reimbursement and travel costs being imposed only after thirty (30) miles one-way.

Specific to this RFQ, the City is seeking labor counsel for assistance with day-to-day personnel issues as they arise, consultation on human resource guidance, recommendations for best human resource practices and workplace issue prevention, representation in grievance, arbitration, and litigation arising from personnel matters, as well as to serve as a primary representative in the negotiation of the City's Collective Bargaining Agreements with all of its unions, which will occur in the next two (2) years.

The credentials provided by both firms for the attorneys that would be directly responsible for oversight and representation in labor matters were extraordinary and both firms had adequate municipal and labor experience. While fees are comparable, the City anticipates the need for labor counsel to be present on-site a great deal in view of not only routine labor matters, but also upcoming extensive contract negotiations with all its labor unions, and as such, Ufberg & Associates, LLP is the more reasonably priced, as the City will not be subject to additional travel rates of \$50/hour to and from Pittsburgh as it would with Maiello Brungo & Maiello. It is also in the City's best interest to have legal counsel that can be responsive and on-site as expeditiously and routinely as possible as issues arise, with a focus not only on reacting to issues as they arise, but also with the goal of implementing best practices and workplace issue prevention.

To that end, I recommend the contract be awarded to Ufberg & Associates, LLP.

Department of Business Administration

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



SCRANTON

January 27, 2020

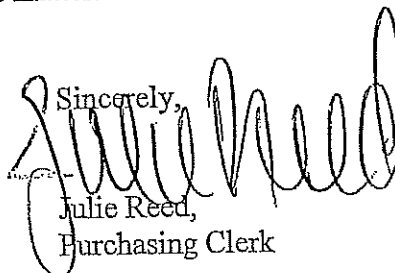
Mrs. Jessica Eskra
City Solicitor
Municipal Building
Scranton, Pa., 18503

Dear Mrs. Eskra,

This is to inform you that RFQ proposals were opened in Council Chambers on Monday, January 27, 2020 at 10:00 A.M. for the **City of Scranton Legal Services Special Labor Counsel**. Please see the attached proposals submitted by the following law firms:

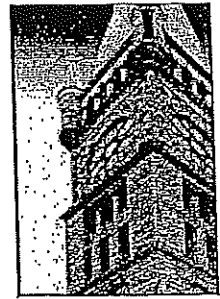
**Mailello, Brungo & Mailello
Ufberg & Associates**

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor Paige Cogneffi
Mr. John Murray, City Controller
Mrs. Lori Reed, City Clerk
Mr. Patrick Sheridan, Business Administrator
Mrs. Jessica Eskra, City Solicitor
File

Department of Business Administration



SCRANTON

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

January 15, 2020

Mrs. Jessica Eskra
City Solicitor
Municipal Building
Scranton, Pa., 18503

Dear Mrs. Eskra,

This is to inform you that RFQ proposals will be opened in Council Chambers on Monday, January 27, 2020 at 10:00 A.M. for the following:

City of Scranton Legal Services Special Labor Counsel

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 Paige Cagnetti
Pat Sheridan, Business Administrator
Mr. John Murray, City Controller
Mrs. Mrs. Lori Reed, City Clerk
Mrs. Rebecca McMullen, Acting Business Administrator
✓Mrs. Jessica Eskra, City Solicitor
File

REQUEST FOR PROPOSALS/QUALIFICATIONS [SELECT ONE]

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. January 27, 2010, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON LEGAL SERVICES SPECIAL LABOR COUNSEL

All proposals shall be in accordance with the provisions of the Request for Qualifications (RFQ) which is now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503.

Sealed envelopes containing the proposals will be received and identified by "Proposal – RFQ – City of Scranton – Special Labor Counsel." The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require six (6) copies of this proposal as noted in this Request for Proposal.

All scaled proposals must be submitted for the following scope of services: provisions of all labor and employment legal services for the City of Scranton.

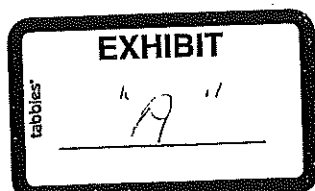
1. The applicant must have fifteen (15) years of demonstrated expertise in all facets of labor and employment law, with demonstrated experience in appellate court practice, knowledge of the workings and function of local and state government. In addition, the applicant must demonstrate specific experience with the Municipalities Financial Recovery Act. Strong preference will be given to those applicants who have experience and/or understanding of the unique culture of the City of Scranton's labor unions. The applicant must have sufficient legal, administrative and clerical support to provide legal services to the City of Scranton. All applicants must identify all attorneys working with the firm and their relative experience; identify all support staff, both administrative and clerical, as well as their relative experience. The applicant must provide a statement of its in-house technology including its current operating system, ability to perform on-line research and all other technology the applicant believes can be utilized in a cost of efficient manner for services to the City of Scranton. Each applicant shall provide a fee schedule of the professional and support staff to be utilized in the execution of this contract. The fee schedule shall include the identity of the professional, that professional's hourly services in conjunction with the contract.

2. Each applicant must also provide his/her current mailing address, location of all offices, e-mail addresses and the phone and fax numbers as part of the proposal. The proposal must likewise identify an individual to be listed as a contact person in the event questions arise concerning the proposal.

THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART OF A PROPOSAL IN CONNECTION WITH THE PROJECT.

If you have any questions, please contact Jessica Eskra, Esquire; Deputy Mayor/City Solicitor as noted in the Request for Qualifications.

Jessica Eskra, Esquire



I. GENERAL INFORMATION

A. PURPOSE

This Request for Qualifications (RFQ) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton for legal services for special labor counsel.

B. ISSUING OFFICE

1. This Request for Qualifications is issued for the City of Scranton Law Department. The issuing department is the sole point of contact for questions pertaining to this Request for Qualifications.

The sealed proposals must be submitted not later than 10:00 a.m. on January _____, 2020 to:

City of Scranton
Office of the City Controller
2nd Floor
340 North Washington Avenue
Scranton, PA 18503

2. Six (6) copies of the Proposal shall be received in a sealed envelope and must be marked prominently on the outside:

“Proposal – RFQ – CITY OF SCRANTON – SPECIAL LABOR COUNSEL”.

3. Proposals must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.

4. Proposals will be handled confidentially by the City during the pre-award process.

5. The proposal shall be binding for a period of ninety (90) days from the due date for submission.

6. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.

C. SCOPE OF SERVICES

The City of Scranton is seeking legal representation by a litigation firm with experience in municipal law, Act 111, grievances and interest arbitration, experience in appellate court practice, and knowledge of the workings of local and state government. The applicant must have sufficient qualified legal, administrative and clerical support to provide legal services to the City of Scranton. Strong preference will be given to those applicants who have experience and/or understanding of the unique culture of the City of Scranton's labor unions.

D. TERM

The term of the resulting contract shall be for a period of two (2) years.

E. FEE SCHEDULES

Each applicant shall provide a fee schedule of the professional and support staff to be utilized in the execution of this contract. The fee schedule shall include the identity of the professional, that professional's hourly rate as well as the hourly rate for all other administrative and/or support staff that may perform

services in conjunction with the contract. The award may or may not be made to the firm with the lowest cost.

1. QUESTIONS

Any questions regarding this Request for Qualifications should be directed to the Law Department via email only to:

Jessica Eskra, Esquire
Deputy Mayor/Solicitor
City of Scranton
340 N. Washington Ave.
Scranton, PA 18503
Phone: 570-348-4105
Email: jeskra@scrantonpa.gov

All questions must be received by 2:00 p.m. exactly three (3) days prior to the due date of submissions. Inquiries received after 2:00 p.m. will not receive responses.

No telephone calls with questions will be taken. All inquiries must be sent via email to mmcnichols@scrantonpa.gov.

2. ADDENDA

To ensure consistent interpretation of certain items, answers to questions the City deems to be in the interest of all will be made available to all respondents.

Responses to questions will be issued in the form of an Addendum to the Request for Qualifications.

3. PUBLIC OPENING

Sealed Proposals will be opened publicly at the date and time provided above.

II. GENERAL CONDITIONS

A. No verbal information to bidders will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request for Qualifications will be made in the form of a written communication emailed to all prospective proposers. The communications shall then be considered to be part of the Request for Qualifications.

B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.

C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon

settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

D. The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of the request, will be most advantageous to the City, price and other factors considered. The award may or may not be made to the firm with the lowest cost.

E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Qualifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

F. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer within sixty (60) days, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.

G. Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.

I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. AUTHORITY

The City Solicitor, as the designee of the Mayor, has the sole responsibility to respond to inquiries regarding the Request for Qualifications. Representations from any other individual are not binding on the City.

K. COMPLIANCE WITH LAWS

The firm selected for representation shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract. The firm selected must also observe and comply with the City of Scranton Code of Ethics.

L. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements.

M. CONTRACT TERMINATION

A contract may be canceled by the City by giving the respondent written notice of intent to cancel.

N. CONTROLLING LAW

This Request for Qualifications is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. PROPOSAL INSURANCE REQUIREMENTS

Certificate of Insurance. A certificate of insurance of the prospective bidder's insurance coverage is required by the City of Scranton. The City requires the successful bidder to carry Professional Liability insurance at the minimum of \$1,000,000 occurrence/aggregate. All insurance coverage must be kept in effect during the contract period. The loss of insurance coverage could result in voiding the contract.

P. BIDDER'S ETHICS AND COLLUSION

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.

Q. INDEMNIFICATION

The Proposer shall indemnify, defend, and hold harmless the City 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 Proposer or anyone acting under the Proposer's direction or control or on the Proposer's behalf in the course of the Proposer's performance under this contract. This indemnity is limited to the extent of the limits of Proposer's legal liability under law and is subject to the limits of the Proposer's insurance coverage.

R. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law. The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or proposer's economic capability.

S. TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.

2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

III. PROBLEM STATEMENT

The Request for Qualifications format for professional services enables the City to thoroughly evaluate the conditions for selection such as prior class action legal experience with sufficient flexibility in awarding the contract.

A. REJECTION OF PROPOSALS

The City of Scranton reserves the right to reject any and all proposals received resulting from this request and to negotiate with those respondents deemed finalists.

B. INCURRING COSTS

The City of Scranton will not be liable for costs incurred by the selected proposer prior to the issuance of a contract.

C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

D. REFERENCES

As a requirement for consideration, proposals must include at least two (2) references, including contact information, who can attest to the attributes of the proposer. Experience in class actions and/or litigation relating to opioids will be given greater consideration in the evaluation of the proposals.

IV. CRITERIA FOR SELECTION

A. EVALUATION PROTOCOL

All proposals received by the City of Scranton will be reviewed by the City Law Department. The Law Department will review the merits of content and select the proposal which most closely meets the requirements of the Request for Proposal. The final selection may not be the lowest cost proposal but that which most closely meets the requirements of the City.

B. SELECTION BASED ON QUALIFICATIONS

The proposal selected by the City Law Department will be deemed to respond most favorably to the requirements of the Request.

V. PROPOSAL REQUIREMENTS

Proposals must meet the identified criteria and format. Consideration will be based on compliance with those requirements. All other information considered relevant by the proposer will be included as addenda information to the proposal.

A. STATEMENT OF SERVICES RENDERED

The proposer will identify the scope of services provided to represent the municipality in labor matters.

B. MANAGEMENT SUMMARY

Provide a narrative description of the proposed effort and a list of services delivered by the proposer.

C. EXPERIENCE

Include examples of experience as a legal representative in any labor matters. The documentation of experience should include primary and secondary legal representation, if applicable, and any pertinent experience of the support staff. References related to prior activities should be listed in the addenda section, including contact information.

D. PERSONNEL

Include the names of executive and professional personnel who will be assigned to the activities of the City of Scranton, including attorneys and support staff. Resumes for those assigned directly to the activities of the City may be included in the addenda section.

E. COST AND PRICE PROPOSAL

Fees should be solely in the form of billable hourly rate plus costs. Varying billable rates between partners, associates, and support staff should provide, along with all reimbursable costs to be billed.

F. AFFIDAVITS

The following affidavits are required by the City of Scranton:

- Affirmative Action Certificate
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit

G. CONTRACT

The party selected for legal services will execute the City of Scranton's standard professional services contract.

H. INSURANCE COVERAGE AND OTHER REQUIREMENTS

All proposals submitted to the City of Scranton shall include the following:

- Certificate of Insurance. A certificate of insurance of the prospective bidder's insurance coverage is required by the City of Scranton. The City requires the successful bidder to carry professional Liability insurance at a minimum of \$1,000,000 occurrence/aggregate. All insurance coverage must

be kept in effect during the contract period. The loss of insurance coverage could result in the contract termination.

- A statement of assurance attesting that the prospective proposer is not currently in violation of any regulatory rules and regulations that may impact its operations;
- A statement that the prospective proposer is not involved in any current litigation against the City of Scranton.

Attachment A. Affirmative Action Certification

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

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

noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

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

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment B. Certificate of Non-Segregated Facilities

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

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

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment C. Non-Collusion 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, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20_____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20_____

LAW OFFICES
UFBERG & ASSOCIATES LLP
310 PENN AVENUE
SCRANTON, PENNSYLVANIA 18503
PHONE (570) 341-8800 FAX (570) 341-8801

ROBERT UFBERG
MARY WALSH DEMPSEY
JOHN T. ELLIS*

* ALSO ADMITTED IN NEW YORK

ROBERT UFBERG, ESQ.
RUFBERG@UFBERGLAW.COM

January 27, 2020

By Hand Delivery

Jessica Eskra, Esquire, City Solicitor
John Murray, Controller
City of Scranton
c/o Office of the Controller
340 North Washington Ave. 2nd Floor
Scranton City Hall
Scranton, PA 18503

RE: Proposal for Legal Services for Special Labor Counsel

Dear Ms. Eskra and Mr. Murray:

I'm pleased to present this proposal on behalf of our firm, Ufberg & Associates, LLP, setting forth our interest and qualifications to serve as Special Labor Counsel for the City of Scranton. Our firm is comprised of attorneys and support staff highly knowledgeable and qualified in the practice of labor and employment law for Management (Employers) in both the public and private sectors. Our credo is *commitment to client service* and *partnership with our clients* in solving and resolving their workplace legal issues, by providing timely, sound advice, effective guidance, and vigorous, thorough representation.

We are situated in Scranton, blocks from City Hall, and are uniquely qualified to provide the City's labor and employment legal services. Complementing our proficiency in this area of law (all we do, with rare exceptions for just a few long-standing clients) is our commitment to integrity, as reflected by our 40-plus years holding an AV (highest possible) professional rating and our national recognition by highly respected professional organizations like WORKLAW, Martindale-Hubbell and Chambers. We work closely with our clients' executive, management and human resources teams (unionized and non-union) on everything from workplace issue prevention to statutory, contract or human resource-oriented guidance to dealing with urgent, hot-button labor issues. When labor/employment disputes or potential litigations arise, we seek positive early resolution opportunities but are also *always* prepared for the litigation that will ensue if the issue cannot – or should not – be settled. Perhaps our greatest strength lies in our dedication to proactivity, strategic workforce planning and creativity in dealing



with those difficult issues that keep CEOs - and Mayors and Councilpersons - up at night. A strong sense of that can be gleaned by observing our longstanding client relationships (20 to 35 years, some longer) with many of our area's largest, most respected businesses, in all sectors and industries. At the risk of affecting pretentiousness, I am confident that a check with our references or others in the region's legal and business communities would further confirm our standing in this area of the law.

A. Statement of Services Rendered

Ufberg & Associates will, upon potential engagement by the City, counsel and advise its elected officials and Management on its full range of labor and employment law issues, ranging from *the day-to-day* (e.g., labor contract administration, employee discipline, policy and rules enforcement, and recurrent issues such as wage/hour compliance and employee leave time) to *the urgent or exigent* (e.g., threats of work stoppage, alleged safety violations, drug/alcohol issues, workplace harassment, to name a few) to *everything in between* (e.g., employment litigation and, more generally, compliance with state and, where applicable, federal employment statutes, such as PA Human Relations Act, PA Minimum Wage Act, PA Acts 111 and 195, FMLA, ADA and integration, where applicable, with the PA Municipalities Financial Recovery Act).

Regardless of the issue, our goal is to be proactive and strategic whenever possible, strong and aggressive where necessary – but always complete and accurate with our advice and our rationale.

Our attorneys have extensive experience negotiating and assisting with application of labor agreements and practicing before the various state and federal courts, administrative agencies, and labor arbitrators and mediators. Bob Ufberg focuses on union-related issues and assisting employers to formulate mid-to-long term labor and employee relations strategies; Mary Dempsey concentrates on labor litigations; and John Ellis focuses on administrative compliance with the panoply of state and federal labor regulations. Our Training Division provides training for managers and supervisors on vital labor and employment topics such as Effective Supervision; Preventing, Identifying and Handling Workplace Harassment and Discrimination Issues; Conducting Workplace Investigations; and FMLA and ADA issues.

We always aim to prevent relatively minor, manageable issues from erupting into larger problems and to reduce clients' costs and exposures by early, active issue management. We intend to assist with - and have enjoyed considerable success with - encouraging aggressive but sound labor contract administration, and while we certainly endorse early (pre-arbitration) grievance resolutions where appropriate and beneficial, we also always prepare thoroughly for arbitration (or other litigation) when an issue cannot (or should not) be resolved by settlement. We believe the proximity of our

downtown Scranton office, literally blocks from City Hall, facilitates our ability to provide such assistance to the City administration, as needed.

We maintain a full labor and employment law subscription to Bloomberg Law, which we, like many if not most labor and employment law firms around the country, have found provides the best, easiest-to-use labor and employment-related online (electronic) legal research platform. Beyond statutes, regulations and court and agency decisions and summaries, our subscription includes access to arbitration awards; arbitrator profiles (including breakdowns of how particular labor arbitrators rule); sample clauses; legal comparison charts; and an excellent, comprehensive library of secondary sources on labor and employment legal issues. Our firm has a strong Windows-based network computer architecture and uses cloud-based computing resources; we utilize Microsoft Office 365 for internal office applications. To ensure that our computing resources are always operational, our firm has, for over 20 years, had an IT consultant on retainer, MNP Associates, contracted to be available to us on a 24/7 basis. Mr. Nelson Pinto, President of MNP Associates, maintains an office on our premises and is present here multiple days every week. They keep our systems up to date by regularly performing hardware and software maintenance and by regularly repairing, enhancing or replacing equipment. This structure ensures that we are always operational, and operate in the most effective, efficient, and cost-effective way for ourselves and our clients.

B. Management Summary

Our firm proposes to partner with the City of Scranton to help transform its labor and employment relationships to be more favorable to the City and the taxpayers. To do that we will apply our knowledge, experience and expertise in labor and employment law as well as the related disciplines of labor and employment *relations*. Upon our cursory review of the City's collective bargaining agreements and overall human resource functions, it seems that the City's labor and employment structure needs shoring up. As an example, the City appears to lack basic managerial workforce tools, like up-to-date employment policies, accurate job descriptions and an Employee Handbook. Likewise, an initial review of the City's labor agreements suggests that they are skewed in favor of the employees, although a true conclusion can only be made after an objective department-by-department evaluation of the workforce and its related performance and costs, each job's wages and benefits, the language of each labor contract, market forces and, very primary, the City's finances. Corrections, perhaps significant, may need to be made.

Given all that the City faces, we see this as a moment that can and should be transformative for it. If that is the City's will, our firm is on board with, and we believe perfectly suited for, the task. As noted previously, we propose representing the City on all of its labor and employment matters and all aspects of its employment relationships, e.g., including labor negotiations, interest arbitrations, issues arising under Act 111 and

Act 195, matters before the PLRB, PHRC, PA DOL and other state (and, where applicable, federal) agencies and before courts of law, employee discipline and discharge (including Loudermill hearings); matters involving employee harassment, discrimination and retaliation; grievances, arbitrations, unfair labor practice charges, and employee benefits, except pension and other retirement plans, where ERISA counsel is required. In addition, we would endeavor to provide managerial training on labor and employment-related topics, and guidance on labor/employment-related Pa. Right to Know issues; prepare contracts; counsel and represent the City on civil rights issues; and take an active role in workers compensation and Heart and Lung Matters.

As noted in Section A above, Ufberg & Associates LLP prides itself on being a full-service Management Labor firm, dealing with everything from typical day-to-day workplace issues to more tailored services to employment litigation of all stripes and varieties to emergencies (which always occur in this field), where we are notorious for responding promptly. In particular, Bob Ufberg focuses on assisting employers to formulate mid-to-long term labor and employee relations strategies, and our client training division provides outstanding training for managers and supervisors on vital labor and employment topics such as Effective Supervision; Preventing, Identifying and Handling Workplace Harassment and Discrimination Issues; Conducting Workplace Investigations; and Successful Employee Discipline Programs. Whether dealing with unions and labor contracts, grievances, union arbitrations, interpretation and management of collective bargaining agreements, difficult employees, helping to avoid employment discrimination or projecting the impact of statutory or regulatory changes; our goal is to be proactive and strategic whenever possible, strong and aggressive where necessary – but always as complete and accurate as possible with our advice and rationale.

We always aim for active and early issue management to prevent relatively minor, manageable issues from erupting into larger problems, and to reduce the client's out-of-pocket costs and exposure. We have enjoyed considerable success in assisting our clients with administering labor contracts and effectuating early (pre-arbitration) grievance resolutions where favorable to our clients but prepare thoroughly for arbitration or other litigation where an issue cannot (or should not) be resolved by settlement.

C. Experience

As a Management labor and employment law firm rooted for over 40 years in Scranton, Ufberg & Associates clearly has a unique understanding of the culture of the City of Scranton as well as of its unions. As noted above, we have substantial experience working with public sector clients and knowledge of, as well as a vested interest in, the success of our local municipal government. Our firm's business model is grounded in creating and maintaining close partnerships with our clients through a collaborative process, so that we can provide timely, sound and progressive legal

advice and broader legal and labor/employment relations services covering the gamut of labor and employment issues, such assistance in creating and enforcing workplace policies, management training, assistance with workplace investigations, grievance handling, and the like. We will provide legal representation in the City's labor and employment matters, such as handling issues and negotiations under PA Acts 111 and 195, including, interest arbitration, discipline issues, Loudermill hearings grievances and unfair labor practice charges. In addition, we would provide representation in any discrimination allegations or complaints arising through the PHRC or EEOC. We will also provide guidance on Pa. Right to Know issues, preparation of employment contracts, and civil rights issues. We will take an active role in workers compensation and Heart and Lung cases that arise for the City.

We believe our experience and reputation is best conveyed by providing you with a selective sampling of current clients where our work has been intense and transformative, below:

Private sector: These include leading employers, unionized and non-union, here in Northeast Pennsylvania and in other areas/states, including Allied Services, Kane Is Able, Inc., Benco Dental Company, Dempsey Uniform and Linen Supply, Offset Paperback Mfrs., Inc. (a division of Bertelsmann SE & Co.), Lackawanna College, Milton Steel Company, The Scranton Times/Times-Shamrock Communications, EIHAB Human Services, The Virgin Islands Daily News, and Friendship House/The Advocacy Alliance. Our firm also represents the Scranton-Lackawanna Human Development Agency (SLHDA) - a private not-for-profit corporation operating in several NE PA counties whose funding and other interrelationships with state and federal agencies are akin to those applicable to municipalities like the City of Scranton. There, too, our work has been intense and transformative.

Public sector: Our firm has long represented public employers, including Lackawanna County - all of its entities - on two separate occasions, for a total of 12 years and the Wilkes-Barre/Scranton International Airport for over 30 years. We guided the Airport through strong but appropriate, and fully successful, Management action in response to a New Year's Day strike a number of years ago (including permanent replacement of strikers; and unilateral imposition of the Airport's Final Offer after the unionized employees offered to return unconditionally). Through a series of litigations - before arbitrators, the PLRB, the Commonwealth Court, the Unemployment Compensation Board of Review and the PA Supreme Court - some of which are renowned, the Airport was successful in each case: the replacements were ruled lawful as were the other actions taken by the Airport; strikers who engaged in misconduct were terminated; and all strikers were denied unemployment benefits.

Over the years we performed labor and employment work for various municipalities, including at various times the Boroughs of Olyphant, Archbald, Jessup, Moosic, Tunkhannock and Duryea, Stroudsburg and East Stroudsburg; Westfall and Newton Township and the City of Carbondale. Then in about the mid 2000's, our firm discontinued our municipal practice because we had by then undertaken the labor and employment representation of all hospitals in Northeast PA excepting only for Geisinger. The commitment was extensive - massive. It included: The Mercy Hospital System (including its unionized hospitals in Scranton and Wilkes-Barre, a unionized nursing home in Nanticoke, and other unionized NE PA medical facilities); the Wyoming Valley Health Care system (Wilkes-Barre General Hospital, First Hospital, and related facilities, involving at least four labor agreements); Community Medical Center (Scranton, Mid Valley Hospital and another "Up-Valley" facility - involving two labor agreements); Moses Taylor Hospital (Scranton) - we worked to maintain its union-free status; Tyler Memorial Hospital (Tunkhannock) - we rebuffed a union organizing drive and worked to maintain its union-free status; and Wayne Memorial Hospital System (Honesdale), including the Hospital, nursing home and related facilities - involving two labor agreements. All told, I had, through representing these various hospitals, labor counsel responsibility for well over a dozen hospital collective bargaining agreements in NE PA, and many challenging issues. This was in addition to our regular, longstanding labor and employment clients (union and non-union), virtually all of whom we still represent unless out of business. We also were engaged during this period to do the labor work for some Catholic Healthcare Partners ("CHP" - Mercy's parent) health care facilities in Ohio and Western PA, and, later, spinoff work for hospitals in Florida, Texas and elsewhere. Between 2010 and 2012, due to the multiple inter-related hospital mergers and acquisitions that took place here in NE PA, i.e., CHS (a/k/a Commonwealth Health) acquiring Mercy, Wyoming Valley, Tyler and Moses Taylor; and Geisinger acquiring the CMC entities, all independent local hospitals were eliminated, and likewise local representation was extinguished for all but the one still-independent local hospital, Wayne Memorial Hospital, which we continue to represent.

In 2015, upon request, our firm agreed to accept representation of the Borough of Dunmore, which has four (4) labor agreements, including one for its Police Department and one for its Fire Department. In the last 5 years, with our guidance the Borough has considerably improved its contract administration, grievance arbitration record, and contracts, including those under Act 111 (Police, Fire). Our firm is now committed to fully reinstating our municipal practice and are excited about the opportunity to meet the City of Scranton's labor and employment law needs, which we know are profound in this challenging period.

This firm is familiar with the City's labor agreements and what has been referenced as "the unique culture of Scranton's labor unions". Our firm has worked in this milieu for over 40 years. This firm has a long history of handling virtually any

and every type of public sector labor and employment case, including, for example, hearings before the Pennsylvania Labor Relations Board (labor contract issues), the PA Department of Labor, Bureau of Labor Law Compliance (PA Equal Pay Act, Minimum Wage and Overtime compliance, etc.), and the PA Unemployment Compensation Board of Review (unemployment compensation issues), to name a few.

Our three lead attorneys, each with a distinct primary area of responsibility, together provide extreme knowledge and capability in all facets of labor and employment law.

D. Personnel

Although the resume for each of our lawyers is attached a brief bio for each lawyer is listed below. Each is a member in good standing of the Pennsylvania Bar (John Ellis is also licensed in New York State). Our attorneys are all members of both the Pennsylvania Bar Association and the Lackawanna County Bar Association (Atty. Dempsey is the current President of the Lackawanna County Bar Association). Because we are a dedicated Management firm, all can be expected to provide services to the Borough at one time or another, typically within their specified areas of expertise:

Robert Ufberg, *Managing Partner* – Bob would be one of the Principal Professionals responsible for all services required under the contract. Bob is the founder and Managing Partner of Ufberg & Associates LLP. He has been counseling and representing employers in various industries in their labor and employment issues since 1976. Representative industries in which he regularly practices include health care, municipal/public sector, human and social services, manufacturing, construction, education and transportation. Perhaps best known for his labor contract negotiations, Bob also litigates labor cases in all forums, including state and federal courts, federal and state labor boards and administrative agencies, and labor arbitrators, and focuses on working with employers on their mid-range and longer-term labor strategies.

Bob was born and raised in Shenandoah, PA, and is a graduate of Muhlenberg College and Villanova University School of Law. He is admitted to the Pennsylvania bar, various federal district and appellate courts, and specifically in several other states around the country for specific trials. He lectures on labor and employment topics to lawyers through various federal, state or county bar associations, and to executives, managers and human resources professionals on behalf of organizations and trade associations such as the American Arbitration Association (AAA), the Society for Human Resource Management (SHRM), the National Academy of Arbitrators, the Pennsylvania Newspaper Association, and the Volume Mailers Group.

Bob is a member of and has served on the boards of various civic and religious organizations in the community, currently including the Greater Scranton Chamber of Commerce and the Scranton Cultural Center. In 2016, PA Governor Wolfe appointed Bob as Chair of the Northeast Regional Judicial Advisory Commission, responsible to make recommendations to the Governor for appointment to Judicial (Common Pleas) and Magisterial vacancies in the Northeast corridor of the state, ranging from Lehigh and Northampton County to Pike County, and west to Northumberland and Columbia Counties. (In Lackawanna County, Hon. Julia Munley was the Commission's designee; she was appointed, confirmed, and has now served on the Bench for over two years.) Bob takes great pride in his family, his work and in the legal profession.

Mary Walsh Dempsey – Senior Litigation Counsel – Mary has been associated with Ufberg & Associates LLP as senior litigation counsel since 2012. She commonly litigates all types of employment related matters in State and Federal Court and provides training for management and employees on many diverse topics including developing workplace issues such as civility in the workplace, sexual harassment, performance management, and workplace violence. In addition, she works with companies very closely to handle workers' compensation matters, grievances and provides support on labor and employment cases before the National Labor Relations Board, the Pennsylvania Labor Relations Board, the U.S. and PA Departments of Labor, and various other federal and state labor and employment agencies.

Mary maintains extensive Appellate Court experience including extensive oral argument(s) regarding employment matters in front of the Commonwealth Court including one case where the Commonwealth Court heard Atty. Dempsey's constitutional challenge argument to certain section of the Pa. WC Law. The Commonwealth Court heard the argument, "en banc" and the extended oral argument appeared on PCTV. This same oral argument was chosen as an example of effective appellate advocacy by Commonwealth Court Judge(s), for inclusion in a Continuing Legal Education Course for lawyers entitled "Advanced Appellate Advocacy."

Prior to joining the Ufberg firm, Mary spent 20 years as a partner at O'Malley & Langan P.C., where she actively litigated employment matters on behalf of plaintiffs/claimants involving the PA Workers' Compensation Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the PA Human Relations Act, Title VII of the Civil Rights Act and the Fair Labor Standards Act. She also maintained a general civil litigation practice while at O'Malley & Langan including some Class Action litigation.

Mary continues to speak on a local, state and national levels regarding employment law. She has also authored or co-authored numerous articles on multiple topics regarding employment law.

John T. Ellis, Senior Associate. John joined Ufberg & Associates LLP in 2006. Prior to joining the firm, he served as a law clerk for Richard V. Rappaport & Associates, a Long Island law firm specializing in employment law. John advises organizations on employee misconduct and discipline, contractual grievances, internal investigations, grievances, leave & disability questions, employee and labor relations, wage & hour investigations, unemployment compensation, right-to-know responses, non-profit governance, and other issues. He drafts employment contracts, independent contractor and temporary staffing contracts, employee discipline, ADA and FMLA communications, restrictive covenants, workplace policies, briefs, and other contractual and litigation documentation. John represents employers at proceedings related to labor relations, unemployment compensation, and tax appeals. He also conducts training for management on compliance and human resources issues.

John holds both an undergraduate degree and a master's degree in history from the University of Scranton. He is a graduate of the Hofstra University School of Law.

Amanda D. Russell, Paralegal. Amanda joined the firm in April 2007. She assists the attorneys in the office in a range of duties including: drafting discovery, pleadings, collective bargaining agreements, etc.; preparing for/attending bargaining sessions, trial, various hearings and seminars as support for attorneys; performing various filings/ECF filings in federal/state/appellate courts and state/federal agencies (PHRC, AAA, EEOC); communicating directly with clients, opposing counsel, courts, state/federal agencies; and legal research. She has been a Paralegal for 25 years and has worked in various areas of law including labor and employment, insurance defense (Nationwide Insurance in-house counsel, PA), civil litigation/insurance defense/medical malpractice (DiCaro, Nield & Coppo, San Diego, CA), and securities/investment recovery/personal injury (Investors Rights Association, Inc./Law Offices of Carl A. Grubbs, San Diego). She is a graduate of Glassboro State College (nka Rowan University) and received her paralegal certification through the ABA approved Graduate Level Lawyer's Assistant Program from the University of San Diego.

Amanda Byron, Paralegal, since 2014. Amanda performs receptionist work, including typing, answering phones, faxing and filing. She also enters the billing for clients using Timeslips. Amanda prepares, edits and proofs legal documents and correspondence for employment labor law-related matters in state and federal courts in Pennsylvania, including actions before the EEOC and the PHRC, as well

as assists in the drafting/editing of employment agreements, pleadings, answering discovery and she performs legal research.

Kathleen Dempsey, Controller, since November 2002. Kathy oversees all financial and administrative operations for the firm and handles all accounting functions including Banking Relationships, 401K Administration, Outside Accounting Firm Coordination, all phases of Insurance procurement i.e. Health, Liability, Life, Short Term and Long-Term Disability, Malpractice. Kathy also supervises all administrative staff. Prior to joining Ufberg & Associates, Kathy accumulated 30 years of experience as a seasoned Senior Financial Manager working for Purolator Courier Corporation.

E. Cost and Price Proposal

We propose a blended hourly rate of \$280.00/hour, and paralegal rates of \$80.00/Hour. This is significantly reduced from our applicable regular hourly billing rates (Bob Ufberg: \$435/hr; Mary Walsh Dempsey: \$300/hr; John Ellis: \$250/hr; paralegals: \$85-100/hr) and is offered in recognition of the City's ongoing status in financial recovery under Act 47. We want to partner with the City in that regard.

Out-of-pocket expenses (e.g. computerized legal research, travel, court or administrative tribunal filing fee costs, duplication costs, etc.) will be billed separately. Photocopying costs will be billed at the rate of \$0.25 per copy. Travel Costs beyond 30 miles one way will be billed consistent with IRS calculation rates.

F. Affidavits

Attached are the affidavits including the Affirmative Action Certificate, Certificate of Non-Segregated Facilities and the Non-Collusion Affidavit.

G. Ufberg & Associates, through its Principal, Robert Ufberg, is willing and able to execute the City of Scranton's Standard Professional Services Contract.

H. Insurance Coverage and other Requirements

Attached are:

- i. the Certificate of Insurance, naming the Insured, Ufberg & Associates, and also showing proof of \$1,000,000 coverage per occurrence/aggregate. Ufberg & Associates agrees to keep all relevant Insurance policies in effect during the two year contract period.

- ii. A statement of Insurance attesting that the prospective proposer is not currently in violation of any regulatory rules and regulation that may impact its operations; and
- iii. A statement that the prospective proposer is not involved in any current litigation against the City of Scranton.

I. References

Mr. George Rable
Vice President of Human Resources
Benco Inc.
Phone: (570) 602-6858

Mr. Andrew Check
Director of Human Resources
Offset Paperback
Phone: (570) 674-9477

Mr. Alex Hazzouri
CEO Friendship House
Friendship House
Phone: (570) 510-1338

Mr. William P. Nish
Director of Human Resources
Scranton Times
(570) 348-9181

Atty. Larry Durkin
Durkin MacDonald Law Firm
(570) 558-1500

- J. Respondent can affirmatively state that (i) neither the firm, nor any of the Attorneys are a Defendant in any litigation at all, nor have they been the subject of any Disciplinary Action; (ii) that there are no investigations or litigation matters, involving the Respondent, its Directors, Officers or Principals and (iii) there is no conflict of interest of which our firm has current knowledge that would prohibit Ufberg & Associates LLP, or any of its attorneys, from being appointed as Labor and Employment Counsel for the City of Scranton.**

Jessica Eskra, Esquire, City Solicitor
John Murray, Controller
City of Scranton
January 27, 2020
Page 12

Current Mailing Address

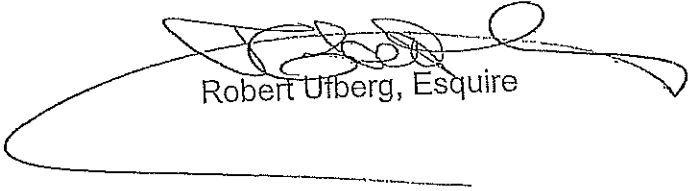
Ufberg & Associates
310 Penn Ave.
Scranton, PA 18503

We look forward to speaking, and/or personally meeting, with you and note that any additional inquires can be directed to either Robert Ufberg at 570-341-8800.

Thank you.

Very truly yours,

UFBERG & ASSOCIATES LLP



Robert Ufberg, Esquire

ROBERT UFBERG

UFBERG & ASSOCIATES LLP
310 Penn Avenue
Scranton, PA 18503
(570) 341-8800
Email: rufberg@ufberglaw.com

Experience

Ufberg & Associates, LLP – Founder and Managing Partner

Scranton, PA: 1996 - Present

- Conducts collective bargaining negotiations and counsels clients on union organizing and labor relations issues.
- Crafts and implements workforce planning and strategies including contract negotiation and administration of labor contracts, on legal compliance issues and all employee relation issues, workforce management, arbitration and litigation and other labor law issues in both private and public sectors.
- Counsels and represents clients in the full array of workplace-related legal issues, including discrimination and harassment, collective bargaining and labor board matters, compensation and benefits (executive and hourly), and supervisory training.
- Provides daily consultation and advice to HR Professionals and Executives/Managers including employee misconduct and discipline, progressive discipline matters, internal grievance proceedings, labor contract interpretation, safety policies, leave & disability issues, short term disability, long term disability, FMLA issues, health insurance and wage and hour issues.
- Presents on workplace legal topics to clients, the legal community, management and human resources groups, and to national organizations such as the National Academy of Arbitrators, the Federal Mediation and Conciliation Service, the American Arbitration Association, and the National Center for the Study of Collective Bargaining in Higher Education and the Professions.
- Litigation of labor cases before state and federal courts, labor boards, labor arbitrators, and administrative agencies.
- Works with companies to provide creative, effective, and proactive solutions to workforce management challenges and their attendant legal issues.

Rosenberg & Ufberg - Founding and Senior Partner

Scranton, PA: 1978—1995

- Litigation of labor cases before state and federal courts, labor boards, labor arbitrators, and administrative agencies.
- Conducted collective bargaining negotiations and counselled clients on union organizing and labor relations issues.

- Crafted and implemented workforce planning and strategies including contract negotiation and administration of labor contracts, on legal compliance issues and all employee relation issues, workforce management, arbitration and litigation and other labor law issues in both private and public sectors.

Education

Villanova University School of Law, *Villanova, PA*

Muhlenberg College, *Allentown, PA*

MARY WALSH DEMPSEY

UFBERG & ASSOCIATES LLP
310 Penn Avenue
Scranton, PA 18503
(570)-341-8800 (PHONE)
(570) 341-8801 (FAX)
mwdempsey@ufberglaw.com

Experience

Ufberg & Associates, LLP – Senior Litigation Counsel

Scranton, PA: 2012- Present

- Workers Compensation defense practice for numerous self-insured clients and carriers including heart and lung
- Interaction with businesses and companies (of various sizes) to provide creative, effective, and proactive solutions to workforce management challenges and their attendant legal issues including workers compensation risk analysis and creation of light duty programs
- Defense litigation of all employment-related matters including discrimination cases, civil rights litigation and first amendment litigation in state and federal courts in Pennsylvania; including the drafting of pleadings, preparing and answering discovery, taking and defending depositions, performing legal research, selecting and deposing experts, attending mediations and arbitrations and trying cases
- Interaction with DOL investigators to provide documents and appropriate witnesses in FMLA and FLSA investigations on behalf of corporate clients
- Experience dealing with EPLI
- Creation and review of Employment Agreements and other contractual documents
- Extensive Litigation experience in Lackawanna State Court and Middle District of Pa. Federal Court
- Interaction with EEOC and PHRC investigators including preparing Answers to Discrimination Complaints, providing the relevant investigatory documents, and attending fact finding and mediation conferences.
- Provide counseling, advice and consultation to a multitude of employers, including corporate clients and healthcare organizations, on legal compliance issues and all employee relation issues
- Provide daily consultation and advice to HR Professionals and Executives/Managers including employee misconduct and discipline, progressive discipline matters, internal grievance proceedings, unemployment compensation, workers compensation/light duty, HIPPA, safety policies, leave & disability issues, short term disability, long term disability, FMLA issues and wage and hour issues.
- Conduct internal investigations into harassment, discrimination and retaliation issues for corporate clients
- Preparation of employee handbooks
- Experience in Municipal/Borough Law
- Conduct client training on proper investigation of employee misconduct issues, harassment and discrimination, disability accommodation, wage and hour issues, workers compensation and other emergent legal topics.

- Work with numerous governmental agencies, public employers and private employers to provide solutions to complex problems, employee discipline issues
- Familiarity with the Loudermill hearing(s) and processes
- Experience with grievances and arbitrations
- Experience with Right to Know matters and appeals

SCRANTON CITY COUNCIL

August 2019 to January 2020

- Experience with the Municipalities Financial Recovery Act
- Legal review of ordinances, resolutions and contracts
- Knowledge of the workings and functions of local and state government
- Knowledge of Right to Know & contracts
- Knowledge of government ethics laws

O'Malley & Langan, P.C.

Scranton, PA: 1991 - 2012

(Partner: 1995 – 2012; Associate Attorney: 1991 - 1995)

- Active Workers Compensation practice including the initial evaluation of cases, drafting, filing and answering petitions, preparing clients for testimony and/or hearing, extensive review and evaluation of medical records, researching and writing findings of facts and conclusions of law, selecting and deposing medical experts, taking and defending medical and lay depositions, attending hearings and mediations, negotiating settlements, extensive appellate practice including writing appellate briefs and presenting oral argument to the Workers Compensation Appeal Board as well as the Pennsylvania Commonwealth Court (*80% of practice devoted to Workers Compensation*)
- Enforcement of employees' rights under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, The Family and Medical Leave Act, the Pennsylvania Human Relations Act, the Pennsylvania Minimum Wage Act and the Fair Labor Standards Act and other employment-related litigation
- Handling of administrative actions at the EEOC and the PHRC level on behalf of Claimants
- Responsibility for all aspects of employment litigation, workers compensation litigation, motor vehicle litigation, wage and hour litigation, class action litigation, product liability litigation, first amendment litigation, civil rights litigation and social security disability litigation, including pre-suit discovery, preparation and filing of all pleadings, taking and defending depositions, performing legal research, selecting and deposing experts, handling all discovery, motions for summary judgment, and the final trial of cases in state and federal court
- Extensive experience handling appeals in front of the Commonwealth Court of Pennsylvania including oral argument
- Founder of the "Employment Discrimination Center", a subsidiary of O'Malley and Langan, P.C. handling all aspects of employment discrimination and litigation
- Managing Partner of O'Malley & Langan for approximately 8 years responsible for the overall oversight and management of approximately 30 employees (including 8 attorneys), located amongst three business offices in Pennsylvania (Scranton, Pittston and Towanda) as well as financial oversight of the business

Education

Dickinson School of Law, Carlisle, PA
Juris Doctorate, 1991

University Of Scranton, Scranton, PA
BS Criminal Justice, 1988

Scranton Preparatory High School, Scranton, PA
High School Diploma, 1984

Professional and Personal Affiliations and Boards

- Admitted to practice law in Pennsylvania (Pa. Bar License ID 61963, in good standing)
- Pennsylvania Bar Association (Committee Member - Commission on Women in the Profession; Gaming Law Committee; Civil & Equal Rights Committee)
- Member of the Pennsylvania Bar Assn. House of Delegates (Voting Member)
- Lackawanna County Bar Association (Current President) (Former Member – Board of Directors/Executive Committee) (Co-Chair – Interfaith Celebration) (Co-Chair - Continuing Legal Education Committee)
- Lackawanna Pro Bono (Current volunteer attorney; Former Member of the Board of Directors (2019-2020))
- Lackawanna County Women Lawyers Association (Former President)
- United Way (Chair of the Lawyers Division, 2019-2020 Capital Campaign)
- Certified Mediator in the U.S. District Court of the Middle District of Pa.
- Certificate in “*Advanced Internal Investigations*” provided by the HR Training Center
- 2009, 2010, 2011, 2012, 2014, 2015, 2016, 2019 designation as “Pennsylvania Super Lawyer” and a “Top Lawyer” in Labor and Employment Law (**Super Lawyers is a rating service of outstanding lawyers. Each year no more than 5% of lawyers in the state are selected to receive this honor; 2013 was active in public service law and not eligible**)
- Rated a Top Lawyer in Pennsylvania in Labor and Employment Law by *Philadelphia Magazine*
- AVVO (Five star rated attorney with 16 five-star written ratings - attached)
- Extensive Appellate Court experience including extensive oral argument(s) in front of the Commonwealth Court including one case where the Commonwealth Court heard Atty. Dempsey’s constitutional challenge argument to a certain section of the Pa. WC Law. The Commonwealth Court heard the argument “en banc” and oral argument appeared on PCTV. This same oral argument was chosen by Commonwealth Court Judge(s), for inclusion in a Continuing Legal Education Course for lawyers entitled “Advanced Appellate Advocacy.”

Publications and Speaking Engagements

- "MeToo in the Workplace" - co-authored and co-presented with Atty. John Ellis, at the Lackawanna County Bench Bar Conference – 2018.
- "ADA Issue in the Workplace" - authored and presented by Mary Walsh Dempsey, at the Northeast Occupational Health Nurses Conference.
- "Sexual, Racial and other Discrimination and Harassment" - authored and Presented by Mary Walsh Dempsey, for a Sterling Education Services Seminar entitled "Employment Law Beyond the Basics".
- "The Interplay between the Pennsylvania Workers Compensation Act, the FMLA, the ADA Title VII, Cobra and the Affordable Care Act." - co-authored and co-presented with Andrew Greenberg, Esq., Department of Labor & Industry, Pennsylvania Workers Compensation Bureau Annual Conference (2014 & 2015).
- "The Family and Medical Leave Act" - published in *The Villager*, Moscow, PA, Vol. 71, (2014).
- "Employee Witness Protected in Bias Investigation" - authored by Mary Walsh Dempsey, published in *HR Magazine* (March 2014).
- "The Interplay between the Pennsylvania Workers Compensation Act, the FMLA, the ADA Title VII, Cobra" - co-authored and co-presented with Andrew Greenberg, Esq., Pennsylvania Workers Compensation Bureau Annual Conference (2009, 2011, 2013).
- "Privacy and Social Media in the Workplace" and "Sexual, Racial and other Harassment and Discrimination" - presented for a Sterling Educational Services conference entitled Employment Law, Beyond the Basics (2014).
- "Use of Social Media and Personal Information in the Hiring Process" - presented for a Sterling Educational Services conference entitled Hot Topics in Labor and Employment Law (2013).
- "You be the Judge" - television program, Fox 56 Network, on-air host discussing various legal issues.
- "Age Discrimination Update" - authored by Mary Walsh Dempsey, presented to the Educational Opportunity Center (2009).
- "The Interplay of the Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) and State Workers' Compensation Laws" - authored by Mary Walsh Dempsey and published in *Workers' First Watch Magazine*, a publication of the Workers' Injury Law and Advocacy Group (2009).
- "Employment Discrimination, What Makes a Good Case?" - authored and presented by Mary Walsh Dempsey at the Trial Advocacy Boot Camp for the Committee for Justice for All (2009).
- "Protecting 'At Will' Employment and Family Medical Leave Act (FMLA) Compliance" - authored by Mary Walsh Dempsey and presented at the Employment Law Update for Sterling Educational Services (2008).
- "The Interplay between the Pennsylvania Workers' Compensation Act, the American with Disabilities Act (ADA) and the Family Medical Leave Act (FMLA)" - co-authored and co-presented with Andrew Greenberg, Esq. at the Workers' Compensation Conference for the Bureau of Workers' Compensation, Pennsylvania Department of Labor and Industry (2007 and 2008).
- "What to do When Your Case is Undermined" - authored by Mary Walsh Dempsey and presented at the Workers' Compensation Tips and Tactics Presentation for the National Business Institute (NBI) (2007).

- "Working with New Clients - Do's and Don'ts for Both Sides: Building a Case from the Ground Up" - authored by Mary Walsh Dempsey and presented at the Workers' Compensation Tips and Tactics Presentation for the National Business Institute (NBI) (2007).
- "Retaliatory Discharge and Harassment" - co-authored and co-presented with Brian D. Walters, Esq. at the Pennsylvania Bar Association (PBA) Workers' Compensation Law Section Annual Fall Meeting (2006).
- "An Overview of the Fair Labor Standards Act for Workers' Compensation Lawyers" - authored by Mary Walsh Dempsey; published in *Workers' First Watch Magazine* of the Workers' Injury Law and Advocacy Group in May of 2006; and presented to the Workplace Injury Litigation Group (WILG) at their 10th Anniversary Conference in Washington, D.C. (2005).
- "Litigating Workers' Compensation Cases in Pennsylvania, Techniques and Strategies" - co-authored and co-presented with Joseph Caputo, Esq. at a National Business Institute seminar (2005).
- "Pension Offsets and Abuses Under Act 57" - authored and presented by Mary Walsh Dempsey at the Pennsylvania Association of Trial Lawyers ("PaTLA") Annual Convention (2004).
- "2003 Workers' Compensation Update" - authored and presented by Mary Walsh-Dempsey to the Lackawanna Bar Association ("LBA") at the Annual Bench Bar Conference (2003).
- "Vocational Rehabilitation, Post Caso" - authored and presented by Mary Walsh-Dempsey to the PaTLA Annual Convention (2003).

PUBLISHED CASES

- *Haddon Craftsmen V Workers Compensation Appeal Board* (Krouchick), 809 A.2d 434 (Pa. Commw. Ct. 2002)
- *Matticks v Workers Compensation Appeal Board* (Thomas O'Hora Company), 872 A.2d 196 (Pa. Commw. Ct. 2005)
- *Werkheiser v Workers Compensation Appeal Board* (PaDOT), 866 C.D. 2007 (Pa. Commw. 2007)
- *Casselbury v American Food Services*, 30 A.2d 510 (Pa. Super. Ct. 2011)

JOHN T. ELLIS

210 Rinaldi Drive
Taylor, PA 18517
(570) 357-6017
johnnellis@gmail.com

Licensure

- Admitted to practice law in Pennsylvania and New York

Community Involvement

- **Board of Directors and Chair of HR Committee**, Wanley & Mission, Inc. (2017 - Present)
- **HR Advisory Committee** (2015-2017)
- **Board of Directors**, Step-by-Step, Inc. (2018 - Present)
- **Board of Directors**, The Deutsch Institute (2018 - Present)

Professional Affiliations

- **Trademark Committee Chair**, The World Law Network (2018 - Present)
- **Continuing Legal Education Committee**, Lackawanna Bar Association (2018 - Present)
- **Member**, Pennsylvania, New York, and Lackawanna County Bar Associations (2007 - Present)

Social Media

- **LinkedIn**
<http://www.linkedin.com/in/jnellis>

Recent Online Publications

- **SHRM Court Report - Former Employee Must Prove Failure to Accommodate at Trial**
- **SHRM Court Report - Replacement After Medical Leave Can Lead to FMLA Liability**

Key Professional Accomplishments

- Prepared and negotiated national temporary staffing contracts for employer with locations in 6 states.
- Negotiated 1/3 reduction in OSHA penalties after a workplace fatality.
- Prepared and presented new employment offers to unionized manufacturing employees after an unannounced asset purchase.
- Successfully defended DOL wage and hour investigation questioning exempt status of CDL truck drivers.

Work History

- **Ufberg & Associates, LLC**
February 2006 – Present

Advises employers on employee misconduct and discipline, contractual grievances, internal investigations, grievances, leave & disability questions, employee and labor relations, wage & hour investigations, unemployment compensation, right-to-know responses, and other issues. Drafts employment contracts, independent contractor and temporary staffing contracts, employee discipline, ADA and FMLA communications, restrictive covenants, workplace policies, briefs, and other employment-related documentation. Represents employers at proceedings related to labor relations, unemployment compensation, and tax appeals. Conducts training for management on compliance and human resources issues.

Education

- **Juris Doctorate**
Hofstra University School of Law, Hempstead, NY
- **Master of Arts, history**
University Of Scranton, Scranton, PA
- **Bachelor of Arts, history, political science and philosophy**
University Of Scranton, Scranton, PA



Lawyers Professional Liability Declarations

"A Stock Company"

Ten Parkway North
Deerfield, IL 60015

This is a claims made and reported policy
Please read this policy and all endorsements and attachments carefully

Claims Made and Reported Coverage: The coverage afforded by this policy is limited to liability for only those Claims which are first made against the insured during the Policy Period or any applicable Extended Reporting Period, and which are reported to the Company in accordance with SECTION V - When to Report a Claim.

Notice: This policy may contain provisions that reduce the Limits of Liability stated in the policy by the costs of legal defense, unless the Named Insured has selected to purchase separate Limits of Liability for Claims Expenses as noted in Item 4. of the Declarations. This policy may contain provisions that permit legal defense costs to be applied against the deductible, unless the Named Insured has selected to purchase the deductible applicable to Damages only as noted in the Item 5. of the Declarations. Please read the policy carefully.

Policy Number: LA307302

Renewal of Policy: LA306066

1. NAMED INSURED: Ufberg & Associates, LLC

ADDRESS: 310. Penn Avenue

Scranton

PA 18503

2. POLICY PERIOD: From 03/01/2019 to 03/01/2020

at 12:01 A.M. Standard Time at the Named Insured's address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. LIMITS OF LIABILITY: Each Claim: \$1,000,000
Aggregate: \$2,000,000

4. CLAIMS EXPENSES: Option Purchased
A. Included within the Limits of Liability []
B. Have separate Limits of Liability [X]

5. DEDUCTIBLE: Each Claim and Aggregate: \$5,000
A. Deductible applies to Damages only [X]
B. Deductible applies to Damages and Claims Expenses []

6. ANNUAL PREMIUM: \$ 3,642.00

Total Premium \$ 3,642.00

7. RETROACTIVE DATE: UNLIMITED

8. Forms and endorsements applying to this Coverage part and made part of this policy at the time of issue:

MLP 1400-PA 07 13	PA AMENDATORY ENDT
MLP 1218 02 17	BREACH MITIGATION EXPENSE COVG
MLP 1219 02 17	ENHANCEMENT ENDT
MIL 1214 09 17	TRADE OR ECONOMIC SANCTIONS
MPIL 1007 03 14	PRIVACY NOTICE
MPIL 1083 04 15	OFAC ADVISORY NOTICE
MLP 0001 07 13	MARKEL INS LAWYERS PROF POLICY

To Report a Loss
• Dial toll-free #1 (844)777-8323 or visit our
• Website: <https://my.rpsins.com/claimsfnol>
• Contact Insurer directly (see policy section)

9. Report Claims by fax, registered mail or email to:

Claims Service Center: Markel Service Incorporated; Ten Parkway North, Deerfield, Illinois 60015

Fax (847) 572-6338 E- mail: newclaims@markelcorp.com

These Declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.

Authorized Representative

Producer Name: RPS Plus Companies, 1150 U.S. Highway 22, Suite 120 Bridgewater, NJ 08807

Markel Producer # 36993

MDLP 1000 02 17

Issue Date: 02/19/2019

RPSBRD/SC/2019.02.20

Attachment A. Affirmative Action Certification

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

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

noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

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

DATE: January 27, 2020

Utberg & Associates, LLP
(Name of Bidder)

BY [Signature]

TITLE Managing Partner

Attachment B. Certificate of Non-Segregated Facilities

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

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

DATE: January 27, 2020

Ufberg & Associates, LLP
(Name of Bidder)

BY: [Signature]

TITLE: Managing Partner

Attachment C. Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania

COUNTY OF Lackawanna

Robert Wfberg, Esq., being
first duly sworn, deposes and says that:

1. He is Managing Partner
(Owner, partner, officer, representative or agent)

of Wfberg & Associates LLP, 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, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

[Signature]
Managing Partner
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 27th DAY OF January
20, 2020

[Signature]
Notary Public
(TITLE)

MY COMMISSION EXPIRES April
10, 2022



Commonwealth of Pennsylvania - Notary Seal
Amanda D. Russell, Notary Public
Lackawanna County
My commission expires April 10, 2022
Commission number 1188637
Member, Pennsylvania Association of Notaries



DEPARTMENT OF LAW

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

February 10, 2020

RECEIVED

FEB 11 2020

**OFFICE OF CITY
COUNCIL/CITY CLERK**

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH UFBERG & ASSOCIATES, LLP FOR LABOR COUNSEL FOR THE CITY OF SCRANTON.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO.150.46 IN AN AMOUNT NOT TO EXCEED \$70,000.00 TO FANCY PARSLEY, LLC TO ASSIST AN ELIGIBLE PROJECT.

WHEREAS, the City of Scranton Office of Economic and Community Development has available Program funds for Project No.150.46, from the City of Scranton's Business and Industry Loan/Grant Program which funds were transferred into this program from the Community Development Block Grant (CDBG Program), to assist a business within the City of Scranton for the purpose of creating 2 new full time jobs for low and moderate income persons; and

WHEREAS, the City of Scranton seeks to provide a Loan to Grant utilizing funds in Project No. 150.46, from the City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$70,000.00 to be used to assist in the acquisition of real estate located at 233 Oakford Court, Scranton PA 18503 and to assist in the purchase of equipment for business operations of the Fancy Parsley, LLC, located at 233 Oakford Court, Scranton, PA 18503, in order to expand its operations at said location; and

WHEREAS, the Loan will convert to a Grant if Fancy Parsley, LLC, fulfills the job creation requirements contained in the Loan to Grant Agreement; and

WHEREAS, this loan furthers the plan to revitalize the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and other appropriate City Officials are hereby authorized to enter into a Loan to Grant Agreement substantially in the form attached as Exhibit "A", and other required documents as needed, and to disburse the loan funds from Project No. 150.46, City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$70,000.00 to Fancy Parsley, LLC, a Pennsylvania corporation with principal place of business located at 233 Oakford Court, Scranton, PA 18503.

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

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

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

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

January 14, 2020

Jessica Eskra, Esquire
City Solicitor
340 North Washington Avenue
Scranton, Pennsylvania 18503

Re: Fancy Parsley, LLC.

OECD / \$70,000.00
Project # 150.46

Dear Atty. Eskra:

Attached please find the "Draft" Resolution along with copies of the loan to grant documents to provide an Economic Development Loan to Grant to the (Fancy Parsley, LLC.) in the amount of \$70,000.00.

This office would appreciate your review of this Resolution in order for this to pass City Council. If you have any questions regarding this project, please contact Tom Preambo at Tpreambo@scrantonpa.gov or 570/348-4216 ext. 4254

Sincerely,



Mary-Pat Ward
Executive Director

All documents have been reviewed by the OECD Solicitor Atty. Sean Gallagher.

MPW/tp

cc: Mr. Tom Preambo, Deputy Director, OECD
Atty. Sean Gallagher, Solicitor, OECD

Legislative Cover Sheet - Scranton City Council

Legislation authorizing the approval of a \$70,000 10 year CDBG Loan to Grant at 2.50% APR to – Fancy Parsley, LLC (Architecture + Design) guarantor by Owner Michael Muller, Scranton, PA., for the purchase of Real Estate and Design support equipment to expand professional architectural design service at 233 Oakford Court.

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

OECD originated the legislation as part of the process for granting loan to grants to qualified business applicants under the City of Scranton's Business and Industry Loan to Grant Program to provide Economic Development and Job Opportunities for area residents. Scranton City Council acts as the Loan Administration Board and makes the final loan to grant decision.

Summary and Facts of the legislation

Fancy Parsley, LLC has applied for and met all requirements outlined in the application; the activity meets the requirements of job creation; and is in accordance with U. S. Department of Housing and Urban (HUD) related to direct financial assistance to For-Profits that participate in the creation of job opportunities. Fancy Parsley LLC is an architecture firm that was formed in 2015 under the direction of Michael Muller, AIA. In a few short years, the firm has grown to a talented team of six and has found great success providing architectural services to the Scranton area using computer technology to effectively communicate design intent to its clients. Due to its fast growth, Fancy Parsley Architecture + Design has outgrown its current offices located at 305 Lindon Street, Scranton and seeks to relocate to a new facility which can accommodate their growing business needs.

Fancy Parsley LLC is seeking public assistance to purchase and equip the property at 233 Oakford Court in downtown Scranton as their new headquarters. The new space will allow for the addition of new team members and the implementation of a virtual reality studio, where their designs can be experienced by clients before they are built. This cutting edge technology will transform the way in which the architectural design process is delivered to clients. The application for assistance through the (Business & Industry Loan/Grant Program) is to assist Fancy Parsley LLC with acquisition costs Real Estate and advanced technical equipment. The loan is recommended for approval by OECD's Internal Loan Committee.

Purpose – please include the following in the explanation:

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

The legislation serves as the final approval mechanism to fund a \$70,000 for an existing business in Scranton to expand and provide increased job opportunities for area residents.

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

The action uses available U.S. Department of Housing and Urban (HUD) granted funds to facilitate business and job creation in Scranton. It will assist to improve HUD performance measures concerning the City of Scranton related to national objectives and goals. The downside is the assumed risk of Loan to Grant default with achieving job creation.

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

Both downtown revitalization and job creation are prioritized within current City plans.

Financial Impact - please include the following in the explanation:

Cost (initial and ongoing) – A total of \$70,000 using available OECD funds with no additional funding needs coming from the city.

Benefits – Facilitates business and creates a taxable job and expanded taxable business income.

Funding Sources – CDBG Grant from U.S. Department of Housing and Urban Development (HUD).

Priority Status/Deadlines – OECD would prefer to fund this loan to grant in the first quarter of 2020

Why should the Council unanimously support this legislation?

The loan request meets the criteria for our Business and Industry Loan to Grant Program that benefits the local economy and provides new employment for Low and Moderate income persons.

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

This loan funds 21.71% of the total \$322,500 project investment. Bank financing is funded at \$220,250 (68.29) and the owner equity investment is at \$32,250 (10%) of their own funds into the project.

**LOAN TO GRANT AGREEMENT
UNDER
BUSINESS AND INDUSTRY LOAN GRANT PROGRAM
OF THE CITY OF SCRANTON
BETWEEN THE CITY OF SCRANTON
AND
FANCY PARSLEY LLC
(ARCHITECTURE + DESIGN)**

This loan To Grant Agreement is entered into as of the _____ day of _____, 2020, by and between **THE CITY OF SCRANTON** (hereinafter referred to as the “**City**”), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 North Washington Avenue, Scranton, Pennsylvania 18503, and **Fancy Parsley LLC, (Architecture + Design)** a professional corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 305 Lindon Street, Scranton, PA 18503 (hereinafter referred to as the “**Borrower**”).

WITNESSETH

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

WHEREAS, the Borrower seeks to purchase and expand services at the property located at, 233 Oakford Court, Scranton, PA 18503 (the “**Property**”) for commercial uses (such **Property** also referred to herein as the “**Project Site**”); and

WHEREAS, the Borrower is seeking to use the Loan for acquisition of Real Estate and Equipment, to assist with providing services at the **Project** site for a professional architectural + design practice; and

WHEREAS, the Borrower requests financing at lower than conventional rates in order to create a viable business within the **City**; and

WHEREAS, the **Project** (as hereinafter defined) will result in the creation of new jobs at the **Project Site** and the revitalization of the **Property** for use as a commercial business; and

WHEREAS, the Borrower has made application to the **City** (the “**Application**”) for a loan/grant under the program known as the **Business and Industry Loan/Grant** in the amount of **Seventy Thousand Dollars (\$70,000.00)**; and

WHEREAS, City herein agrees to provide financing under the Business and Industry Loan/Grant Program by making a loan to grant to the Borrower in the amount of Seventy Thousand Dollars (\$70,000.00); (hereinafter referred to as the "Loan" and/or "Grant"); and

WHEREAS, there are funds available from the (HUD) Community Development Block Grant Entitlement Program to make such a loan; and

WHEREAS, the parties wish to herein provide for terms and conditions of repayment of the Loan and conversion of the loan to a grant and designate the uses to which the Loan/Grant proceeds may be applied.

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

1. INCORPORATION OF RECITALS AND EXHIBITS AND ACKNOWLEDGMENT OF RECEIPT AND REGULATIONS.

The foregoing recitals and all attachments and exhibits, if any, attached to this Loan Agreement are incorporated by reference into and made a part of this Loan Agreement. The Borrower acknowledges knowledge of and understanding of all applicable regulations and laws concerning its borrowing of funds from the Community Development Block Grant Program and agrees to comply with all such applicable regulations and laws, including, but not limited to, those contained in 24 CFR Part 570. The Borrower acknowledges receipt of a copy of the Community Development Block Grant Entitlement Grant Regulations contained in 24 CFR Part 570, and agrees to comply with all said regulations set forth therein applicable to the Borrower.

2. DESCRIPTION OF PROJECT.

The Loan proceeds will be used by the Borrower only for the acquisition of real estate and equipment, for the operation of the Borrower's business located at the Project Site (hereinafter referred to as the "Project"). The Loan proceeds cannot be used for any other purpose without the prior written consent of the City's Office of Economic and Community Development.

3. LOAN TO GRANT

a) Community Development Block Grant Program Loan. The City shall make the Loan to the Borrower in the amount of Seventy Thousand Dollars (\$70,000.00), with interest at the fixed rate of two and one half per cent

(2.5%) per annum, which shall be advanced to Borrower as specified in this Loan Agreement. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full on or prior to one hundred twenty-six **(126)** months after the Closing Date. The Loan shall not accrue interest during the first **Six** months after the Closing Date.

b) Community Development Block Grant Program Loan to Grant. If Borrower fulfills all of its obligations contained in Section 4 hereof within **six (6)** months of the Closing Date, then all accrued interest and principal shall be forgiven by the City and the Loan shall be converted to a Grant and Borrower shall have no further obligation to repay any funds to the City for the Loan.

b) Availability of Community Development Block Grant Loan. The City has, by Notice of Award of Loan/Grant, and passage of Resolution No. ___ of 2020 on the ___ day of ___, 2020, approved making the Loan to the Borrower. (Resolution as **Exhibit "B" insert after approval**)

c) Terms for Repayment of Community Development Block Grant Loan. The Loan shall be evidenced by the Borrower's Promissory Note (the "Note"), dated as of Closing Date, in the principal amount of Seventy Thousand Dollars (\$70,000.00), containing the terms and conditions of payment set forth herein. In the event Borrower fails to satisfy the conditions in Section 4 hereof and the Loan is not converted to a Grant, then **Six (6)** Months after the Closing Date, the Borrower shall make its initial loan payment of Six Hundred and Fifty Nine Dollars and Eighty Nine Cents **(\$659.89)**, and thereafter on the same day of each subsequent month, for a total of one hundred and twenty (120) months, the Borrower shall pay Six Hundred and Fifty Nine Dollars and Eighty Nine Cents **(\$659.89)** per month. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full by Borrower on or prior to one hundred twenty-six **(126)** months after the execution of the Loan Agreement. There shall be no penalty for prepayment of the principal balance of the Loan.

d) Disbursement of Proceeds. The proceeds of the Loan shall be disbursed at Closing, to or for the benefit of the Borrower, and as directed by the Borrower.

4. HIRING COMMITMENTS.

(a) Creation of New Jobs: As an absolute condition of the Loan/Grant, Borrower agrees to create, within **six (6)** months from the date of this Loan Agreement, at least Two (2) new, full-time equivalent, permanent employment positions at the Project Site as a direct result of the Project financed by the Loan. The specific positions to be filled are described in the documents attached to this Loan Agreement as ATTACHMENT "A", the terms of which are incorporated herein by reference, as though more specifically set forth herein at length. Borrower agrees to ensure that at least fifty-one (51%) percent of the positions described in the ATTACHMENT "A" will be held by or made available to low and moderate income persons as defined in 24 CFR 570.3.

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

(b) Hiring Verification Procedure.

Contemporaneously with the execution of this Agreement, Borrowers will provide City with a certified statement which itemizes the names, positions and non-overtime hours actually worked by each of its direct employees during the pay period immediately preceding the date of execution of this Agreement.

(c) Hiring Commitment Fulfillment.

City shall consider Borrower to have fulfilled the hiring commitment if the Borrower reports quarterly, beginning with the date of this Loan Agreement, to the City any new positions created within the **Six (6)** month time period and the Borrower has presented to City a sworn statement which itemizes the positions created.

(d) Penalties for Failure to Meet Hiring Commitments.

If, within Six (6) months following the closing date, Borrower shall have failed to fulfill the job creation requirements described in this Section, Borrower shall make the initial loan payment of Six Hundred and Fifty Nine

Dollars and Eighty Nine Cents (**\$659.89**) and shall continue to make such payment for one hundred and twenty consecutive months (120).

Should Borrower fail to fulfill the job creation requirements described in this section, City at its option may do any or all of the following:

(i) Declare the Borrower in default and demand a repayment of the principal amount of the Loan equal to the entire balance outstanding on the Loan within thirty (30) days from the date of demand;

(ii) Require Borrower to pay within thirty (30) days of demand to City any penalty or recapture levied upon City by HUD which is based upon Borrower's failure to fulfill the hiring commitments.

(e) Sustained Operations and Employment

Borrower, as a condition of this Loan to Grant must remain Open for Business and remain Operational and maintain the approved level of Employment for a period of Sixty (60) consecutive months after the Closing. Open for Business and Operational shall mean Borrower shall be open for business at least 5 days per week, 8 hours per day, except time closed for vacation of one (1) week per calendar year or closure due to act of God, fire, or a taking by a Governmental authority.

5. DATE OF CLOSING. The closing of the Loan shall take place at the offices of Economic and Community Development for the City of Scranton, 340 N. Washington Avenue, Scranton, PA, 18503, after the passage of Resolution No. ___ of 2020 and the Mayor and other appropriate City Officials signing the Resolution (the "Closing Date").

6. SECURITY. The Loan shall be secured, and repayment guaranteed, by the following:

a) the Note;

b) a Security Agreement and UCC Financing Statement to the City granting a lien on the following Collateral: all equipment of the Borrower; and

c) the absolute, unconditional and irrevocable personal guaranty of the Loan by Michael Muller ("Guarantor") in a form satisfactory to the City.

d) the Mortgage

7. CONDITIONS. Funding of the Loan will be subject to the Borrower fulfilling the following conditions to the reasonable satisfaction of the City:

a) Execution and delivery by the Borrower of the Loan Agreement, Note, Security Agreement, as well as such additional documents, as the CITY may reasonably require (collectively, the "Loan Documents");

b) The Borrower shall deliver to the CITY at Closing an opinion of its counsel, in form reasonably acceptable to the CITY as to good standing, authorization, the perfection of the CITY's lien in any real or personal property with respect to which the CITY is given a security interest or mortgage, incumbency of officers, the validity and enforceability of all documents, compliance with applicable laws and regulations, litigation, and, except as previously disclosed herein, compliance with all existing material agreements and such other matters as the CITY may reasonably require; and

c) Execution and delivery of the aforementioned personal guaranty of the Loan by Michael Muller.

The parties hereto acknowledge that funds cannot be disbursed until completion by the City of all requirements necessary for the City to make the Loan have been satisfied.

8. COVENANTS. The Borrower covenants and agrees with the City that so long as any portion of the Loan remains outstanding and unpaid the Borrower shall:

a) pay promptly when due all installments of principal and interest due at the time and in the manner specified in the Note and pay all other sums of every nature and kind comprising part of the Loan in the manner and at the times required by this Loan Agreement and the Note.

b) keep, perform, and comply with all covenants, terms, and conditions of this Loan Agreement;

c) maintain the Property at the Project Site in good order and condition, make, or cause to be made, all repairs, replacements and renewals necessary for the proper maintenance and operation of the same, and permit authorized representatives of the City to inspect the same at

reasonable times in the presence of authorized representatives of the Borrower, and upon providing reasonable prior notice to the Borrower;

d) maintain with respect to the Property, property insurance, and with respect to the Project Site, public liability insurance and flood insurance (if necessary), and such other types of insurance that the CITY may reasonably require, with insurance companies reasonably satisfactory to the CITY and in such amounts and against such risks as are customarily insured by similar entities, all to the reasonable satisfaction of the CITY; keep all insurance in full force and effect and pay all premiums therefore and deliver copies of certificates of insurance to the CITY with the interest of the CITY in all insured property covered under a standard mortgagee clause or a loss payable clause, as appropriate, the policies in all cases to provide for not less than ten days prior written notice to the CITY of any intended cancellation;

e) act prudently and in accordance with customary industry standards in managing and operating the Project;

f.) pay, or cause to be paid, promptly when due all real estate taxes, sewer rentals, utilities and other municipal assessments, rentals, and charges of every nature and kind at any time levied and imposed on the Property, as well as all debts, obligations, and claims of every nature and kind which, if unpaid, might or could become a lien or charge upon the Property, unless the validity thereof is being contested in good faith by the Borrower by appropriate proceedings diligently conducted to the reasonable satisfaction of the City and the Borrower's liability is covered by escrows or reserves that the City shall reasonably deem adequate;

g) furnish to the CITY, within a reasonable time, upon request, after the end of each of the Borrower's fiscal years, financial statements of the Borrower prepared at a minimum, on a compilation basis, by certified public accountants acceptable to the CITY, certified to be correct;

h) furnish all additional information with respect to the Borrower that the CITY may from time to time reasonably request. Borrower hereby authorizes all duly constituted federal, state and municipal authorities to furnish to the CITY copies of audit reports of the Borrower made by any of them;

i) promptly give written notice to the CITY of any material damage to the Property as well as written notice of the revocation or termination of any material franchise, license, permit or other authorization required for the operation of the Project or any other event, including litigation or other

proceedings commenced or threatened, which might or could have a material adverse effect on the Borrower's financial condition or on the operation of the Borrower's business including any event which, after the passage of time or the giving of notice or both, would constitute an event of default under this Loan Agreement; and

j) perform in a timely manner all of its material covenants, obligations and agreements under each material contract, lease, mortgage, deed of trust or other encumbrance or agreement relating to the Project; and

k) Comply with all applicable provisions of any and all regulations, ordinances or laws governing this Loan Program;

l) not, without the prior written consent of the City, (i) merge, consolidate or divide, whether or not the BORROWER is the surviving corporation or other entity, (ii) sell, transfer, assign, lease, mortgage, lien, pledge or otherwise convey or dispose of all or any material part of its assets, except in the ordinary course of business, (iii) effect a reorganization, recapitalization or reclassification of its capital stock, or equity securities, the effect of which is materially to reduce tangible net assets or shareholders' equity of the BORROWER, (iv) issue, redeem, purchase or retire any of its member interests, capital stock or equity securities or grant or issue any warrant, right or option pertaining thereto or other security convertible into any of the foregoing, except pro rata among existing security holders the effect of which is not materially to reduce tangible net assets or shareholders' equity, or (v) permit any change in Borrower's ownership interests or equity securities from that previously disclosed to the CITY in connection with the Loan; and

m) not, without the prior written consent of the City, (a) declare or pay any dividend (other than an amount equal to the owners' share of the Borrower's taxes that flow through to the said owners) or make any distribution upon its capital stock, or purchase or retire any of its capital stock, or (b) give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any individual or company directly or indirectly controlling or affiliated with or controlled by the Borrower, or to any officer, director, or employee of the Borrower or in any such company, or (c) make any distributions of assets of the business of the Borrower other than in the ordinary course of business.

9. REPRESENTATIONS AND WARRANTIES. To induce the City to provide the financing described in this Loan Agreement, Borrower hereby represents and warrants to the City that:

- a) Borrower is a duly organized, existing corporation, and in good standing under the laws of the Commonwealth of Pennsylvania; and that all books and records of the business pertaining to its financial condition and operation will be kept at the Property; and
- b) the Borrower has the power and authority to own its assets and to carry on the activities contemplated by the Application;
- c) the Borrower holds all material franchises, licenses, permits and other authorizations of any nature and kind required for the ownership of its assets and the operation of its business, all of which are now in full force and effect;
- d) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any provisions of any governing agreements relating to Borrower, or any statute, regulation, order, writ, injunction, decree, decision of any court or governmental agency binding upon it or conflict with or result in a breach of any of the covenants, terms and conditions of any material agreement or instrument to which the Borrower is a party or by which it is bound or to which it is subject, or constitute a default thereunder, or result in the creation or imposition of a lien, charge or encumbrance of any nature or kind upon any of the assets of the Borrower pursuant to the terms of any such agreement, instrument or otherwise;
- e) the execution and delivery of this Loan Agreement, and the other loan documents to which it is a party, and compliance with all the covenants, terms and conditions thereof has been duly authorized by proper action of the Borrower and when duly executed and delivered by the Borrower will constitute the valid and binding obligations of the Borrower enforceable in accordance with their respective terms.
- f) the Borrower has filed, and shall, as required, file in a timely manner, all Federal, State and Local tax returns and has paid, or shall pay, all taxes shown to be due thereon;
- g) there is no material litigation or governmental proceeding pending or (to the knowledge of the Borrower) threatened against or affecting the Borrower or any of its assets or the operation of its business, which, if adversely determined, would have a material adverse effect on the financial condition of the Borrower;

h) the Borrower will not dispose of any hazardous waste in violation of any environmental statutes, regulations or other restrictions at the Project Site and will not knowingly violate any environmental statutes, regulations or other restrictions;

i) there is no material fact that the Borrower has not disclosed to the CITY, which could have a material adverse effect on the Project or the prospects or condition (financial or otherwise) of Project. No certificate or statement delivered herewith or heretofore by the Borrower in connection with this Loan Agreement or the Application contains any untrue statement of material fact or omits to state any material facts necessary to keep the statements contained herein or therein from being misleading;

j) the Borrower shall at all times keep proper books of account in a manner satisfactory to the CITY and in accordance with generally accepted accounting practices. The Borrower hereby authorizes the CITY to make or cause to be made, at the Borrowers' expense and in such manner and at such times as the CITY may reasonably require,

(1) inspections and audits of any books, records and papers in the custody or control of the Borrower or others, relating to the Project, including the making of copies thereof and extracts there from, and

(2) inspections and appraisals of any of the Property. The Borrower will furnish to the CITY for the twelve (12) month period and semi-annually thereafter, financial and operating statements relating to the Project. The Borrower hereby authorizes all Federal, State and Municipal authorities to furnish reports of examinations, records, and other information relating to the conditions and affairs of the Borrower and any desired information from reports, returns, files, and records of such authorities, relating to the Project, upon request therefore by CITY.

k) The unpaid balance of the Loan shall be immediately due and payable, if the Borrower, during the term of the Loan or as it relates to Section 4 (e), effects a change of ownership or control of the business located at the Property without the prior written consent of the City;

l) The Security Agreement granted by the Borrower to the City will create a good and valid first lien security interest in and upon all of Borrower's equipment unless Borrower has

10. EVENT OF DEFAULT. An event of default under this Loan Agreement shall be deemed to have occurred if the Borrower shall:

- a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;
- b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or
- c.) fail to strictly and timely comply with all the job creation requirements described in Section 4 above; or
- d) fail to keep, perform and comply with any of the other covenants, terms and conditions of this Loan Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or
- e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or makes any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee; or
- f) close it business for a period of two consecutive weeks or longer.

11. REMEDIES. If an event of default as defined in Section 10 of this Loan Agreement shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

12. ALLOWABLE COSTS. The Borrower recognizes that the City is obligated to examine all costs claimed by the Borrower relating to the Project for the purpose of cost recovery to effectuate the long-term goals of

the CDBG Grant Program. Without limiting the general applicability of the foregoing, the Borrower is notified that the following cost items, except as they may relate to allowable costs specifically contained in this Loan Agreement or the Application, generally shall not be considered eligible expenses:

- a) Costs paid out prior to the execution of this Loan Agreement;
- b) Interim interest paid on funds borrowed by the Borrower in anticipation of disbursement of the CITY's loans or other Project funds; or
- c) The compensation of consultants and professional service providers;
- d) Costs incurred prior to the Notice of Award of Grant by the CITY.

13. AUDIT. The Borrower agrees to participate actively if requested, and without compensation, in the CITY's audits of the Project and further agrees to fully and faithfully cooperate with the CITY in meeting any and all requirements of the Federal Government.

14. NO LIABILITY FOR FAILURE TO COMPLETE. The Borrower agrees to include in all contracts with any party involving the use of Loan Proceeds an acknowledgment that the CITY shall not be liable to any party for completion of, or the failure to complete, any activities, which are part of the Project, from the date of this Loan.

15. EXPENSES. (a) The Borrower agrees to pay City's reasonable attorney's fees, court costs and other disbursements ordered by the court in the event the CITY takes successful legal action to enforce the CITY's rights under this Loan Agreement.

(b) The Borrower will, on demand, reimburse the CITY for any and all costs, fees and expenses incurred as a result of a breach, including, but not limited to, underwriter's discounts, fiscal agency fees, and all other fees, expenses and costs of issuance which are incurred or which may be hereafter incurred by the CITY from time to time in connection with or by reason of the Borrower's application for the making of and the administration of the Borrower's permanent financing stages of the Loan.

16. RECORDING COSTS. The Borrower agrees to pay all recording costs and filing fees related to the Loan, if any.

17. HOLD HARMLESS AGREEMENT. The Borrower will indemnify and defend the CITY and hold it harmless from any claim against it involving or in any way arising out of its involvement with this Project, unless involving or in any way arising out of the willful misconduct of the CITY, its agents or employees. In particular, but without limiting the general application of the foregoing, and pursuant to Section 4 above, the Borrower will, within thirty (30) days of the CITY's demand, pay any penalty or recapture levied upon the CITY which originates in the Borrower's failure to fulfill, or document the fulfillment of, its hiring commitments stated in this Loan Agreement or the Application.

18. EXERCISE OF RIGHTS. No delay or failure of the CITY in exercising any right or remedy under this Loan Agreement shall be deemed a waiver of such right or remedy or affect or impair the future exercise of such right or remedy and no modification or waiver by the CITY of any covenant or condition of this Loan Agreement or waiver by the CITY of any default hereunder shall be effective for any purpose unless contained in writing signed by the CITY and then only to the extent specifically set forth in such writing.

19. NOTICES AND DEMANDS. All notices or demands required by the provisions of this Loan Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed. If to the City:

Office of Economic and Community Development
City of Scranton
340 North Washington Avenue
Scranton, PA 18503
Attn.: Executive Director

If to the Borrower:

Fancy Parsley, LLC
233 Oakford Court
Scranton, PA 18503
Attn: Michael Muller, AIA

or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

20. CONSENT TO JURISDICTION. The Borrower irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania in any and all actions and proceedings arising hereunder. The Borrower hereby waives and shall not interpose any objections of forum non conveniens or to venue, and waives any right to remove any proceeding commenced in a state court to a federal court, and consents to any and all relief ordered by such court.

21. SEVERABILITY. The invalidity of any one or more sections of this Loan Agreement or any portion thereof shall not be deemed to affect or impair the validity and enforceability of the remainder.

22. ASSIGNMENT; BINDING EFFECT. All covenants, terms and provisions of this Loan Agreement shall inure to the benefit of and extend to and bind the successors and assigns of the CITY, provided that the Borrower shall not have the right to assign this Loan Agreement or any rights hereunder to any other person or entity, excepting any entity into which the Borrower shall be merged or with which the Borrower shall be consolidated and any entity which shall purchase substantially all assets of the Borrower.

23. COMPLIANCE WITH HUD REQUIREMENTS. The Borrower shall comply with any and all applicable laws and/or regulations applicable to its receipt and use of the funds being loaned to it pursuant to the aforementioned loan program, including, but not limited to, all of the following requirements where applicable:

a) The regulations for the Community Development Block Grant Program contained in 24 CFR, Part 570;

b) All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88—352) and Section 1.09 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, on the grounds of race, color, creed, religion or national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any project assisted with Community Development Block Grant Funds;

c) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234);

- d) The lead-based paint requirements of 24 CFR, part 35, Subpart B, issued pursuant to the Lead-Based Paint Poisoning Act (42 U.S.C., 4801 et seq.);
- e) The regulations, policies, guidelines and requirements of OMB Circular A-102 Revised (handbook 1300.17), which relates to the acceptance and use of federal funds;
- f) The labor standards requirements as set forth in 24 CFR 570.605. Employees on construction jobs assisted with CDBG funds must be paid the prevailing federal wage rates; and the Project must comply with the City's position regarding the Boston Harbor Agreement, if applicable;
- g) Section 504 of the Rehabilitation Act of 1973 (Public Act 93— 112), as amended, and implementing regulations. No person (employee or applicant for employment) shall be discriminated against because of a physical or mental disability with regard to any position for which the employee or applicant is qualified;
- h) The provisions of the Age Discrimination Act of 1975, as amended (Public Law 94—135);
- i) Requests from HUD, the City and the Comptroller General (or any authorized representatives) for access to and the right to examine all records, books, papers or documents related to the Loan and cooperate fully with the City in supplying information to meet CDBG audit requirements;
- j) The American with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.);
- k) Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR, Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project;
- l) This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88—352) and 24 CFR 570, Part 1. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Borrower shall cause or require a covenant running with the land to be inserted in the deed or lease

for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Borrower, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate;

m) Section 112 of P.L. 92-65 (42 U.S.C. § 3123) prohibiting sex discrimination in any program or activity receiving Federal Financial assistance under PWEDA; and

n) Borrower will, in all solicitations or advertisements for employees placed by or on behalf of Borrower; state that it is an Equal Opportunity or Affirmative Action Employer.

24. ENTIRE AGREEMENT. This Loan Agreement is the entire agreement between the parties. It is understood and agreed by the parties hereto that no oral statement or no prior written matter extrinsic to this instrument shall have any force or effect. This Loan Agreement shall not be modified except by writing, subscribed by both parties.

25. HONORABLE AGREEMENT. This is an honorable Loan Agreement intended to achieve the recited purposes. This Loan Agreement is to be constructed and applied liberally to achieve those purposes and is not to be defeated by resorting to technical defenses or objections to price computation or any other matter affecting its operation.

26. WAIVER OF BREACH. The waiver by the City of a breach of any provision of this Loan Agreement by the Borrower shall not operate nor be construed as a waiver of any subsequent breach by the Borrower.

27. COUNTERPARTS. This Loan Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together constitute one and the same agreement.

28. SURVIVORSHIP CLAUSE. The Borrower and the City acknowledge and agree certain obligations imposed upon them pursuant to the terms of this Loan Agreement may survive the termination of this Loan Agreement and be legally binding upon the parties hereto subsequent to the termination of this Loan Agreement.

29. INTERPRETATION. This Loan Agreement shall constitute a contract under the laws of the Commonwealth of Pennsylvania and shall for all

purposes be construed in accordance with such laws. The headings of Sections in this Loan Agreement are for convenience of reference only, and shall not enlarge or restrict the rights of the parties hereto.

This space intentionally left blank

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly caused this Loan Agreement to be duly signed in their respective names the day and year first above written.

CITY:

COUNTERSIGNED

CITY OF SCRANTON

BY: _____
Controller

BY: _____
Mayor

Date: _____

Date: _____

BY: _____
Executive Director
Office of Economic and
Community Development

BY: _____
City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

BY: _____
City Solicitor

Date: _____

BORROWER:

Attest:

Fancy Parsley, LLC

By: _____

Date: _____

Michael Muller, AIA

Owner

Date _____

Attachment “A”

Job Creation Requirements



Business & Industry Loan/Grant Program

BORROWER: Fancy Parsley, LLC
 Owner: Michael Muller

Following is a summary of new, permanent jobs to be created as a result of the CDBG funding assistance provided through this loan program: FT = 40hrs/wk

Job Title	Status		This job is to be created as a absolute ...	Job to be made available to low/mod persons as a absolute	Does this job require special skills or education? Yes or No
	FT (number of positions)	PT (total hours per week)			
Draftsperson	1		will be created	yes	yes
Draftsperson	1		will be created	yes	yes

FT JOBS	2
PT JOBS AS FTE	0
TOTAL JOBS	2

The jobs will be created within 6 months following the disbursement of loan funds

You should complete a **Family Income Certification** form (sample attached) each time you fill a newly-created, permanent position. Employees should provide information about their family's gross annual income **prior** to being hired by you, so that you can maintain documentation about which of these positions are held by low/mod persons. You will be required to submit copies of these forms to OECD on a quarterly basis until the job creation requirement has been met; as stated in the terms of your loan agreement.

This activity has been processed & maintained by: Tom Preambo, OECD Deputy Director

**M O R T G A G E
AND
SECURITY AGREEMENT**

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter called the "AGREEMENT") is given this ____ day of _____, 2020, by Fancy Parsley LLC, a Pennsylvania limited liability company with a registered office address at 906 N. Irving Avenue, Scranton Pa 18510 (hereinafter called the "MORTGAGOR") to the CITY OF SCRANTON, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office located at 340 North Washington Avenue, Scranton, Lackawanna County, Pennsylvania, (hereinafter called the "MORTGAGEE").

TO SECURE THE PAYMENT of the sums and obligations set forth, MORTGAGOR intending to be legally bound, hereby grants, bargains, sells, conveys, enfeoffs, mortgages, releases, confirms and grants a security interest to MORTGAGEE, its successors and assigns, in all the land, premises and properties described in Exhibit "A" and attached hereto and made a part hereof, which is property commonly known as 233 Oakford Court, Scranton, PA 18503.

TOGETHER with all buildings and improvements presently thereon or hereafter constructed thereon, and together with all fixtures of every kind and nature whatsoever appertaining unto said buildings and improvements, whether attached or detached including but not limited to all pipelines, conduits, oil storage tanks and appurtenances and attachments thereto including valves, pumps and measuring devices, furnaces, boilers, elevators, heaters, switchboards, electrical equipment, heating, plumbing, refrigerating, ventilating, air cooling and air conditioning apparatus and systems, gas and electric fixtures, fittings and machinery, fire protection equipment and parts, footings, and accessories of every kind and description (such items and fixtures being hereinafter collectively referred to as "Fixtures") now or hereafter installed in or used in connection with the operation and maintenance of said

improvements now or hereafter owned by or erected by or for MORTGAGOR, or in the operation of the business situate and conducted thereon.

AND ALSO TOGETHER WITH all right, title and interest now owned or hereafter acquired by MORTGAGOR in and to all the rights, covenants, privileges, tenements, hereditaments and appurtenances belonging to the real estate described in Exhibit "A" or any part thereof hereby mortgaged or intended so to be, or in anyway appertaining thereto, and all streets, passages, ways, water courses, and all leasehold estates, easements, licenses, privileges, agreements and covenants now existing or hereafter created for the benefit of MORTGAGOR or any subsequent owner or tenant of the said real estate over ground adjoining the said real estate and all rights to enforce the maintenance thereof, and all other rights, liberties and privileges of whatsoever kind and character, and the reversions and remainders, income, rents, issues and profits arising there from, and all the estate, right, title, interest property, possession, claim and demand whatsoever, at law or in equity, of MORTGAGOR in and to the said real estate or any part thereof.

All of the above mentioned real estate, buildings, improvements, fixtures, tenements, easements, hereditaments and appurtenances and other property interests, together with the real property above-described, (hereinafter referred to as the "MORTGAGED PROPERTY"), all of which are hereby declared and shall be deemed to be real estate fixtures, accessory to the freehold and a part of the realty as between MORTGAGOR, MORTGAGEE, their successors and assigns, and all persons including creditors, claiming by, through or under them or any of them, it being the intention of the parties, without limiting the generality of the foregoing, that the aforesaid indebtedness shall be secured, inter alia, upon the buildings and improvements erected on said real estate, and that all fixtures, necessary or useful for any purpose of which such buildings and improvements are now or hereafter put, which may at any time hereafter be in, on or about the premises, not limited to those enumerated above, as well as the proceeds thereof, shall be deemed to be a part of the security for the said indebtedness and subject to the lien of this AGREEMENT.

This AGREEMENT shall also constitute a security agreement and a financing statement under the Pennsylvania Uniform Commercial Code so that

MORTGAGEE shall have and may enforce a perfected security interest, to secure payment of all sums due or to become due to MORTGAGEE in any or all of said fixtures, and other articles of real, personal, or mixed property in addition to (but not in limitation of) the lien imposed upon the same by the foregoing provisions hereof as part of the realty, such security interest to attach at the earliest moment permitted by law and also to include and attach to all substitutions and replacements therefore, all contract rights, rental payments and general intangibles of MORTGAGOR obtained in connection with or relating to the operation, construction and maintenance of the MORTGAGED PROPERTY as well as any and all items of property in the foregoing classifications which are hereafter acquired, and all cash and non-cash proceeds and products of any of the foregoing including insurance and proceeds of insurance thereon.

SUBJECT, HOWEVER, to any covenants, restrictions, and easements of record.

TO HAVE AND TO HOLD the MORTGAGED PROPERTY to and for the only proper use and behoof of MORTGAGEE, its successors and assigns forever, subject, however, as aforesaid.

SUMS SECURED HEREBY. This AGREEMENT and the rights in the MORTGAGED PROPERTY hereby granted to MORTGAGEE shall secure MORTGAGOR'S obligation to pay the following, which MORTGAGOR hereby agrees to pay:

(a) A Promissory Note, of even date herewith executed and delivered by Fancy Parsley, LLC to MORTGAGEE in the principal amount of Seventy Thousand Dollars (\$70,000.00) together with interest at the rate set forth in the said Promissory Note, payable on the terms and conditions provided for in said Promissory Note. The MORTGAGOR has executed a Guaranty of even date herewith guaranteeing repayment to MORTGAGEE of said Promissory Note.

(b) All amounts expended by MORTGAGEE in preserving or protecting the MORTGAGED PROPERTY or MORTGAGEE'S interest therein, and all amounts expended by MORTGAGEE, as authorized by the instruments

evidencing the loans secured hereby, in performing any defaulted agreements of MORTGAGOR contained therein, herein or in any other document executed in connection with said loans, including but not limited to the collateral described in said instruments including the aforesaid Promissory Note, all of the terms and conditions of which are hereby incorporated herein by reference and made a part hereof.

(c) All existing and future debts, obligations and liabilities of any nature whatsoever and out of whatever transactions arising, absolute or contingent, owed by MORTGAGOR, alone or jointly with any other person, to MORTGAGEE, not specifically mentioned in the "SUMS SECURED HEREBY" section of this AGREEMENT.

(d) Reasonable attorney's fees, actually incurred, but in any event no less than Seven Hundred Fifty Dollars (\$750.00), if, after default, MORTGAGEE engages counsel to enforce payment of any of the foregoing sums, or to realize on the security therefore.

(e) If within six (6) months of the Closing Date, Borrower fulfills all of its obligations contained in Section 4 of the Loan to Grant agreement and creates at least Two (2) new, full-time equivalent, permanent employment positions for low and moderate income persons as defined in 24 CFR 570.3, then all accrued interest and principal shall be forgiven by the City and the Loan shall be converted to a Grant. Borrower shall have no further obligation to repay any funds to the City for the Loan and this Mortgage will be marked satisfied and recorded in the Lackawanna County Recorder of Deeds Office.

MORTGAGOR hereby agrees that until the payment of all sums secured hereby:

1. MORTGAGOR will warrant and defend the lien of this AGREEMENT to be at all times a valid lien on the MORTGAGED PROPERTY.

2. The MORTGAGOR covenants and agrees that they will (i) observe and perform all of their agreements contained in the instruments evidencing the loan secured hereby or any other documents executed in connection with said loan and (ii) comply with all laws, ordinances and regulations of duly

constituted authorities which hereafter in any manner may affect the MORTGAGED PROPERTY, the business or plant operated thereon, adjacent sidewalks, or any improvements thereon, or the use thereof.

3. MORTGAGOR covenants and agrees that they will at their own cost and expense:

(a) Maintain or cause to be maintained fire and extended coverage insurance on the MORTGAGED PROPERTY in such amounts, with such companies and against such risks as may be reasonably required by MORTGAGOR, said policies to be for a term of not less than one (1) year, to contain standard mortgagee clauses in favor of MORTGAGOR, with the original policies to be deposited with MORTGAGOR. The proceeds under any policy shall be paid by the insurer to MORTGAGOR, and MORTGAGOR shall apply the amount so collected toward the alteration, reconstruction, repair or restoration of the damaged portion of the MORTGAGED PROPERTY or any portion thereof, or to the payment of the indebtedness set forth in the "SUMS SECURED HEREBY" section of this instrument, at the option of MORTGAGOR. MORTGAGOR shall deliver to MORTGAGOR evidence of payment of all premiums due on such insurance together with certificates of such insurance. All of such policies shall contain provisions for notice to MORTGAGOR not less than thirty (30) days in advance of any cancellation of such policies.

(b) Keep itself insured by a responsible insurance company in an amount satisfactory to MORTGAGOR against liability for personal injuries, death and property damage caused to others by reason of any accident occurring on the MORTGAGED PROPERTY or arising out of or in connection with the business or plant operated thereon, adjacent sidewalks, or any improvements thereon, or the use thereof, and to furnish MORTGAGOR with satisfactory evidence from time to time that such insurance is in force.

(c) Maintain or cause to be maintained all such other insurance as MORTGAGOR may require against risks arising out of or in connection with the operation and use of the MORTGAGED PROPERTY and the

business or plant operated thereon, including without limitation insurance against loss resulting from the interruption of business for any reason whatever, for such period and in such amount as MORTGAGEE may require and with loss payable clauses expressly in favor of MORTGAGEE;

(d) Cause of said policies (referred to in Paragraphs (a), (b) and (c) above) to be renewed at least thirty (30) days prior to the expiration of the policies then in force;

(e) If MORTGAGOR is the payee, or one of the payees, of any check or other instrument representing payment by an insurance company of any proceeds referred to in the preceding paragraphs, MORTGAGOR will, except as otherwise provided above, endorse the same to the order of MORTGAGEE and deliver the same to MORTGAGEE; and if MORTGAGOR fails to do so, MORTGAGOR hereby irrevocably authorize any officer or employee of MORTGAGEE to endorse and deliver the same as MORTGAGOR'S attorney-in-fact.

4. MORTGAGOR will pay or cause to be paid prior to the time when interest or penalties commence to accrue thereon, all taxes, water rents, sewer rents and other charges and claims (including, but not limited to, all such items assessed or levied against or chargeable to the MORTGAGED PROPERTY or any part thereof, owned by said MORTGAGOR, and all other claims owing to the Commonwealth of Pennsylvania which, by law, are or may become a lien on the MORTGAGED PROPERTY or any part thereof prior to the lien created by this instrument or are or may become payable out of the proceeds of a judicial sale of the MORTGAGED PROPERTY or any part thereof before the sums secured hereby are payable there from; and within thirty (30) days after the payment of each of the foregoing MORTGAGOR will produce for MORTGAGEE, upon MORTGAGEE's request, receipts or other satisfactory evidence of such payment; provided, however, that if any of the same are being contested in good faith, payment thereof need not be made until said contest is finally determined, so long as there is deposited with the mortgagee reasonable security if required by MORTGAGEE, to protect MORTGAGEE against the delay in payment and/or the nonpayment thereof.

If required by MORTGAGEE, MORTGAGOR will pay to MORTGAGEE with each monthly installment due under the Promissory Note an additional sum equal to one-twelfth (1/12) of the annual taxes, water rents, sewer rents and other charges and claims as aforesaid, and premiums for insurance policies on the MORTGAGED PROPERTY owned by MORTGAGOR. If the funds so held by MORTGAGEE shall be insufficient to pay any of the aforesaid items when due, MORTGAGOR upon demand shall deposit with MORTGAGEE such additional funds as may be necessary to remove such deficiency.

5. MORTGAGOR will pay, prior to the time when interest or penalties commence to accrue thereon, all taxes owing by it to the United States of America and, when requested by MORTGAGEE to do so, MORTGAGOR will produce to MORTGAGEE within thirty (30) days after such request receipts or other satisfactory evidence of such payment; provided, however, that if any of the same are being contested in good faith, payment thereof need not be made until said contest is finally determined, as long as there is deposited with MORTGAGEE reasonable security if required by MORTGAGEE, to assure that the amount finally determined to be payable will be paid.

6. MORTGAGOR shall keep the MORTGAGED PROPERTY and improvements thereon in good condition and repair, and shall not remove, demolish or materially alter the building or improvements on the MORTGAGED PROPERTY, nor commit or suffer waste with respect thereto. MORTGAGOR shall permit MORTGAGEE's agents at any reasonable time, and from time to time, to enter upon the MORTGAGED PROPERTY, and the buildings and improvements thereon erected, for the purpose of inspecting and appraising the same. MORTGAGOR shall not take or permit any action with respect to the MORTGAGED PROPERTY which in the sole judgment of MORTGAGEE is materially adverse to the security of this Mortgage, including but not limited to, the creation of any additional debt or lien against the MORTGAGED PROPERTY, and shall not, without the prior written approval of MORTGAGEE convey the MORTGAGED PROPERTY or any interest herein. Transfer of title to the premises described in this Mortgage shall make all sums due, including principal and interest and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary.

7. MORTGAGOR represents and warrants that the MORTGAGED PROPERTY is not in violation of any federal, state or local, law ordinance, or regulation relating to industrial hygiene or the environmental conditions on, under, or about the MORTGAGED PROPERTY including, but not limited to, soil and ground water conditions. MORTGAGOR further represents and warrants that neither MORTGAGOR nor, to the best of MORTGAGOR'S knowledge, any third party has used, manufactured, stored, or disposed of on, under, or about the MORTGAGED PROPERTY or transported to or from the MORTGAGED PROPERTY any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials (hereinafter referred to as "Hazardous Materials"), excluding only incidental use or storage of such materials in the normal course of business operations, maintenance, or repairs, which to the best knowledge of MORTGAGOR is in compliance with all applicable laws, regulations, or ordinances. Hazardous Materials shall include, but shall not be limited to substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. 1801-1812; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901-6987 (collectively, the "Hazardous Waste Laws"). MORTGAGOR hereby agrees to indemnify and hold harmless MORTGAGEE, its officials, directors, officers, employees, or agents, and any successor or successors to MORTGAGEE'S interest in the chain of title to the MORTGAGED PROPERTY, its directors, officers, employees, or agents, from and against any and all losses, claims, damages, penalties, liabilities, costs and the reasonable fees and expenses of counsel:

(a) arising out of the inaccuracy or incompleteness of any representation or warranty made herein or in any document in writing delivered pursuant hereto; or,

(b) arising out of any lawsuit brought or threatened, settlement reached, or governmental order relating to the presence, disposal, release, or threatened release of any Hazardous Materials pursuant to the Hazardous Waste Laws or otherwise;

(1) which is or was attributable to MORTGAGOR'S activities or of third parties (regardless of whether MORTGAGOR is aware or unaware of such activities during the period of MORTGAGOR'S ownership of MORTGAGED PROPERTY, or

(2) which is or was attributable to the presence, disposal, release, or threatened release of any Hazardous Materials if such incident occurred prior to the time of MORTGAGOR'S ownership of the MORTGAGED PROPERTY and if MORTGAGOR does not disclose such fact to MORTGAGEE in writing prior to the closing. This agreement to indemnify and hold harmless shall be in addition to any other obligations or liabilities that MORTGAGOR may have to MORTGAGEE at common law, or by statute, or otherwise, and shall survive MORTGAGEE'S transfer of title to the properties. MORTGAGOR expressly agrees that the representations and warranties made, and the indemnities stated herein, are not personal to MORTGAGEE, and benefits hereunder may be assigned to subsequent parties in interest, and any party in such chain of interest may proceed directly against MORTGAGOR to recover pursuant to this AGREEMENT.

Whenever MORTGAGEE determines in good faith that a violation of the Hazardous Waste Laws has occurred, MORTGAGEE may at its election without notice and without regard to whether a default has occurred:

a. **Environmental Assessments** - Cause one or more environmental assessments of the MORTGAGED PROPERTY to be undertaken. Environmental assessments may include detailed visual inspections including, without limitation, all storage areas, storage tanks, drains, dry wells, and leaching areas, and taking of soil samples, surface water samples, and ground water samples, as well as such other investigations or analyses as are necessary or appropriate for a complete assessment of the compliance of the MORTGAGED PROPERTY and the use and operation thereof with the Hazardous Waste Laws;

b. **Cure Environmental Default** - Cure any failure on the part of the MORTGAGOR or any occupant of the MORTGAGED PROPERTY to

comply with the Hazardous Waste Laws, including, without limitation, the following:

(1) Arrange for the clean-up and containment of those Hazardous Materials found in, on or near the MORTGAGED PROPERTY which violate the Hazardous Waste Laws, and pay for such clean-up and containment costs and costs associated therewith;

(2) Pay on behalf of MORTGAGOR or any occupant of the MORTGAGED PROPERTY any fines or penalties imposed on MORTGAGOR or any occupant by any governmental authority in connection with such Hazardous Materials; and,

(3) Make any other payment or perform any other act which may prevent a release of Hazardous Materials, facilitate the clean-up thereof, and prevent a lien from attaching to the properties.

Any partial exercise by MORTGAGEE of the above remedies or any partial undertaking on the part of MORTGAGEE to cure the failure of MORTGAGOR or any occupant of the MORTGAGED PROPERTY to comply with the Hazardous Waste Laws, shall not obligate MORTGAGEE to complete the actions taken or require MORTGAGEE to expend further sums to cure MORTGAGOR or any such occupant's noncompliance. No exercise of any such remedies shall place upon MORTGAGEE, any responsibility for the operation, control, care management or repair of the properties, or make MORTGAGEE the "operator" of the MORTGAGED PROPERTY within the meaning of the Hazardous Waste Laws. Any amounts paid or cost incurred by MORTGAGEE as a result of any of the above, together with interest thereon from the date of payment at the rate provided in the Note shall be immediately due and payable by MORTGAGOR to MORTGAGEE, and until paid shall be secured by the loan documents, evidencing the loan secured hereby. MORTGAGEE, by making any such payment or incurring any such costs, shall be subrogated to any rights of MORTGAGOR or any occupant of the MORTGAGED PROPERTY to seek reimbursements from any third parties, including without limitation, a predecessor in interest to the properties, who

may be a "responsible party" under the Hazardous Waste Laws, in connection with the presence of such Hazard Materials in, or near the properties.

MORTGAGOR'S representations and warranties shall have been true and correct when made and shall be true and correct at the time of closing.

8. In addition to any other indebtedness as set forth herein, it is expressly intended by MORTGAGOR and MORTGAGEE that this Mortgage secure unpaid balances of advances made, with respect to the MORTGAGED PROPERTY, for the payment of taxes, assessments, maintenance charges, insurance premiums or the lien of the Mortgage expenses incurred by MORTGAGEE by reason of default by MORTGAGOR under the Mortgage or, if applicable, advances made under the loan to enable completion of the improvements for which the loan was originally made. Further, it is intended that this Mortgage comply with the Act of October 12, 1990, P.L., No. 130, 42 Pa. C.S.A. §8144 so that the lien of this Mortgage is a lien on the premises described herein for the full amount of the unpaid balances of the Mortgage debt, including principal and interest, and of such advances described herein that are made under the Mortgage, plus interest thereon, regardless of the time when the advances are made.

9. In the event of a taking of all or a portion of the MORTGAGED PROPERTY by condemnation, the proceeds of any condemnation award shall be paid to MORTGAGEE and applied against the sums secured hereby, or at MORTGAGEE'S option to replace any building or other improvements taken on any remaining portion of the MORTGAGED PROPERTY still owned by MORTGAGOR.

10. If MORTGAGOR shall fail to pay any sum secured hereby within thirty (30) days after the same becomes due and payable, or if MORTGAGOR, after thirty (30) days written notice, shall fail to perform any other provision hereof, required on the part of MORTGAGOR to be performed, or if MORTGAGOR shall default in the due and punctual observance or performance of any of the covenants or agreements required on the part of MORTGAGOR to be performed there under, or file or be named in any petition

seeking relief under the Bankruptcy Code, then in any such event, at the option of MORTGAGEE:

(a) The entire unpaid balance or principal indebtedness, together with all interest thereon and all other sums secured hereby together with reasonable attorney's fees, but no less than Seven Hundred Fifty Dollars (\$750.00), shall become due and payable immediately without further notice to MORTGAGOR, and shall be recoverable by MORTGAGEE forthwith or at any time or times thereafter, without stay of execution or other process;

(b) MORTGAGEE may take possession of the MORTGAGED PROPERTY; and,

(c) MORTGAGEE may forthwith exercise all other rights and remedies provided in this Mortgage and/or the Promissory Note, or which may be available to MORTGAGEE by law or equity, and all such rights and remedies shall be cumulative and concurrent and may be pursued singly, successively or together, at MORTGAGEE'S sole discretion, and may be exercised as often as occasion therefore shall occur.

11. If MORTGAGEE shall take possession of the MORTGAGED PROPERTY, MORTGAGEE may:

(a) hold, manage, operate and lease the same to MORTGAGOR or any other person or persons, on such terms and for such periods of time, as MORTGAGEE may deem proper, and the provisions of any lease made by MORTGAGEE pursuant hereto, shall be valid and binding upon MORTGAGOR notwithstanding the fact that MORTGAGEE'S right of possession may terminate or its Mortgage may be satisfied of record prior to the expiration of the term of such lease;

(b) make such alterations, additions, improvements, renovations, repairs and replacements thereto as MORTGAGEE may deem proper;

(c) remodel such improvements so as to make the same available in whole or in part for other business purposes; and

(d) collect the rents, issues and profits arising from the MORTGAGED PROPERTY, past due and thereafter becoming due, and apply the same, in such order of priority as MORTGAGEE may determine, to the payment of all charges and commissions incidental to the collection of rents and the management of the MORTGAGED PROPERTY, and all other sums or charges required to be paid by MORTGAGOR hereunder. In addition to the payment of such charges and commissions, MORTGAGEE shall be entitled to retain ten (10%) percent of such rents, issues and profits in payment for the services of MORTGAGEE in relation to the MORTGAGED PROPERTY. All moneys advanced by MORTGAGEE for the purposes aforesaid and not repaid out of the rents collected, shall immediately and without demand, be repaid by MORTGAGOR to MORTGAGEE, together with interest thereon at the rate of interest specified in the Promissory Note, and shall be added to the principal indebtedness hereby secured. The taking of possession and collection of rents by MORTGAGEE as aforesaid shall not be construed to be an affirmation of any lease of the MORTGAGED PROPERTY, or any part thereof, and MORTGAGEE or any other purchaser at any foreclosure sale may, if otherwise entitled to do so, exercise the right to terminate any such lease as though such taking of possession and collection of rents had not occurred.

12. For the purpose of obtaining possession of the MORTGAGED PROPERTY in the event of any default hereunder, MORTGAGOR hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for MORTGAGOR and all persons claiming under or through MORTGAGOR, to sign an agreement for entering in any competent court, an amicable action in ejectment for possession of the MORTGAGED PROPERTY and to appear for and confess judgment against MORTGAGOR, and against all persons claiming under or through MORTGAGOR, for its recovery by MORTGAGEE of possession of the same, without any stay of execution, for which this Mortgage or a true and correct copy thereof, shall be sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever. MORTGAGOR hereby releases MORTGAGEE from all errors and

defects whatsoever of a procedural nature in entering such action and judgment and in causing such writ or writs to be issued, and hereby agree that no writ of error, appeal, petition to open or strike off judgment, or other objection, shall be filed or made with respect thereto. If for any reason after such action has been commenced, the same shall be discontinued and possession of the MORTGAGED PROPERTY shall remain in or be restored to MORTGAGOR, MORTGAGEE shall have the right for the same default or any subsequent default to bring one or more further amicable actions as above provided to recover possession of the MORTGAGED PROPERTY. MORTGAGEE may bring such amicable action in ejectment before or after judgment thereon or on the Promissory Note, or after a sale of the MORTGAGED PROPERTY by the Sheriff in foreclosure of this Mortgage.

13. The granting of an extension or extensions of time by MORTGAGEE with respect to the performance of any provisions of this Mortgage or the Promissory Note required on the part of MORTGAGOR to be performed, or the taking of any additional security, or the waiver by MORTGAGEE, or failure by MORTGAGEE to enforce, any provision of this Mortgage, or the Promissory Note or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the right of MORTGAGEE to exercise all rights or remedies stipulated herein and therein.

14. MORTGAGOR waives and releases all laws and rules of procedure now in force or hereafter enacted, relating to exemption from, or stay of execution. In the event MORTGAGOR shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code (hereinafter referred to as the "Code"), or in the event that any involuntary petition is filed against MORTGAGOR under any section or chapter of the Code, MORTGAGEE shall thereupon be entitled to immediate relief from any automatic stay imposed by Section 362 of the Code (or any Successor provision) or otherwise, on, or against, the exercise of the rights and remedies otherwise available to MORTGAGEE as provided in the Mortgage, and any documents referred to in the SUMS SECURED HEREBY Section (as currently in effect, as might be modified, or otherwise) and as otherwise provided by law. MORTGAGOR agrees not to contest the validity or enforceability of this Section 14. If MORTGAGOR fails to perform the

covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which in MORTGAGEE'S sole and absolute discretion, materially affects interest in the MORTGAGED PREMISES, including, but not limited to, eminent domain, insolvency, lien, enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then MORTGAGEE at MORTGAGEE'S option, upon notice to MORTGAGOR, may make such appearances, disburse such sums and take such action as is necessary to protect MORTGAGEE'S interest, including, but not limited to, disbursement of reasonable attorney's fees. Any amounts disbursed by MORTGAGEE pursuant to this paragraph with interest thereon at the rate provided for with respect to principal, shall become additional indebtedness of MORTGAGOR secured by the Mortgage.

15. This AGREEMENT shall create a lien upon any personalty of every kind and description which is located on or brought upon the MORTGAGED PROPERTY and which is so affixed thereto as to become a fixture.

16. IT IS EXPRESSLY AGREED BY MORTGAGOR AND MORTGAGEE THAT IN ANY ACTION OR PROCEEDING BROUGHT BY MORTGAGOR OR OTHERWISE COMMENCED BY OR AGAINST MORTGAGEE ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS MORTGAGE OR OF THE PROMISSORY NOTE, MORTGAGOR FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

17. MORTGAGOR shall have the privilege to prepay the unpaid principal indebtedness in whole or in part without payment of premium or penalty.

18. The words "MORTGAGOR" and "MORTGAGEE" whenever occurring herein shall be deemed and construed to include the singular and plural, as applicable, jointly and severally, and their respective heirs, personal representatives, successors and assigns of MORTGAGOR and MORTGAGEE. This AGREEMENT shall be governed by and construed according to the Laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, MORTGAGOR has caused these Presents to be executed by its duly authorized officers, intending to be legally bound, the day and year first above written.

Fancy Parsley, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF LACKAWANNA)

On this, the ___ day of _____, 2020, before me a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ and _____, who acknowledged themselves to be all the members of Fancy Parsley, LLC, a Pennsylvania limited liability company, and being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of FANCY PARSLEY, LLC as the members thereof.

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

NOTARY PUBLIC

CERTIFICATE OF RESIDENCE

The undersigned, on behalf of the MORTGAGEE, the City of Scranton, in the foregoing Mortgage, hereby certifies that the address of the said MORTGAGEE is: 340 North Washington Avenue, Scranton, Pennsylvania.

Attorney for MORTGAGEE

EXHIBIT "A"

EXHIBIT A

All that certain piece or parcel of land situate, lying and being on Westerly side of Oakford Court (formerly called Oakford Alley) between Linden and Spruce Street in the Eighteenth (18th) Ward of the City of Scranton, County of Lackawanna and Commonwealth of Pennsylvania, said Lot known and designated as Lot number Eleven (11) in Block number Thirty-six (36) on John Handley's Plot of the City of Scranton and is rectangular in shape, being twenty-four (24) feet in width in front on said court and Sixty (60) feet in depth. Said lot is known and designated as Lot number Fifteen (15) in Block Thirteen (13) on Assessment map for the City of Scranton.

Improved with a commercial building the address of which is 233 Oakford Court Scranton, PA 18503

Pin# 15627-010-006

PROMISSORY NOTE

\$70,000.00

Scranton, Pennsylvania
_____, 2020

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned, Fancy Parsley LLC, (Architecture + Design), (hereinafter called the "Maker"), a Professional Pennsylvania corporation with a principal place of business located at 305 Lindon Street, Scranton, PA 18503, hereby promises to pay to the order of THE CITY OF SCRANTON (hereinafter called the "Holder"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 North Washington Avenue, Scranton, Pennsylvania 18503, or its assignees, the sum of Seventy Thousand Dollars (\$70,000.00), (the "Loan") payable together with interest thereon at the fixed rate of two and one half percent (2.5%) per annum as follows:

- (1) Interest shall not accrue from _____, 2020 through _____, 2020. In the event Maker satisfies all of the conditions of Section 4 of the Loan to Grant Agreement between Maker and Holder of even date herewith then Maker's obligations hereunder shall cease and Maker shall not have any further obligations to repay the Loan to Holder.

- (2) Payments by Maker to Holder shall commence on the _____ day of _____, **2020**, and on the _____ day of each and every month thereafter to and including the _____ day of _____, **2030** and shall be in monthly installments of principal and interest in the amount of **Six Hundred and Fifty Nine Dollars and Eighty Nine Cents (\$659.89)**.

- (3) Upon the expiration of one hundred twenty six (**126**) months after the date hereof, the then unpaid balance of principal, interest, and charges collectible under the terms hereof shall be immediately due and payable.

- (4) This Note evidences a loan (the "Loan") in the above amount made by the Holder to the Maker on this date, the proceeds of which will be advanced by the Holder to the Maker in the manner provided in a Loan to Grant Agreement (the "Loan Agreement") of this date between the Holder and the Maker for the purposes therein specified. Payment of this Note is secured by a security agreement (the "Security Agreement") of this date from the Maker to the Holder, and by, other security described in the Loan Agreement.

- (5) The Maker hereby agrees to keep, perform, and comply with all covenants, terms, and conditions of this Note, the Loan Agreement, the Security Agreement, and all of the documents and instruments now and at any time hereafter delivered to and held by the Holder to evidence and secure the

Loan (herein collectively called the "Loan Documents"), which are incorporated by reference in and made a part of this Note.

(6) This Note shall also evidence all advances and expenditures that the Holder is authorized and permitted to make under the provisions of the Loan Documents, and all other sums of every nature and kind that at any time hereafter become due and owing by the Maker to the Holder under the Loan Documents, which shall be added to and become part of the principal amount evidenced by this Note and paid to the Holder, with interest, on the due date of the next installment, if not sooner due and payable under the provisions of the Loan Documents.

(7) Payments of principal on this Note shall be made in current funds on the day when due, without presentment, demand, protest, or notice of any kind, all of which are hereby waived. Payment shall be made at the office of the Holder herein designated or at such other place as the Holder may from time to time designate by written notice to the Maker, and shall be made in lawful money of the United States of America without set-off, counterclaim, or other deduction of any nature.

(8) The Holder shall have the right to impose a service charge equivalent to ten percent (10%) of the amount of any installment of principal not received within fifteen (15) days after the date the same becomes due, which shall be added to the principal balance and paid to the Holder on the due date of the next installment.

(9) EVENT OF DEFAULT. An event of default under this Promissory Note shall be deemed to have occurred if the Borrower shall:

a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;

b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or

c.) fail to strictly and timely comply with all the job creation requirements described in Section 4 of the Loan to Grant Agreement of even date herewith; or

d) fail to keep, perform and comply with any of the other covenants, terms and conditions of the Loan to Grant Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so

long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or

e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or makes any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee; or

f) close its business for a period of two consecutive weeks or longer.

(10) REMEDIES. If an event of default as defined in Section 9 hereof shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

(11) Confession of Judgment. This Promissory Note contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the Holder (as well as someone acting for holder) to appear for, and confess judgment(s) against Maker, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits Holder to execute upon the confessed judgment(s) which could have the effect of depriving Maker of its property without any prior notice or an opportunity to be heard. Maker hereby acknowledges that it has consulted with an attorney regarding the implications of these provisions and Maker understands that it is bargaining away several important legal rights. Accordingly, Maker hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that it may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for

hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

(a) CONFESSION OF JUDGMENT. MAKER COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MAKER, HOLDER MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST MAKER AND, FOR THOSE PURPOSES, MAKER HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) MAKER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR HOLDER (AS WELL AS SOMEONE ACTING FOR HOLDER) IN ANY AND ALL ACTIONS COMMENCED AGAINST MAKER FOR RECOVERY OF THE PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER AND TO APPEAR FOR MAKER, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST MAKER, FOR PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER, TOGETHER WITH INTEREST AT THE DEFAULT RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OF SUCH AMOUNTS AND SUMS; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST MAKER FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

Michael Muller, AIA

Date: _____

(12) The Maker hereby waives the benefit of any present or future law or rule of procedure authorizing stay of execution on any judgment recovered on this Note, and the exemption of property from levy and sale there under, and any and all errors, defects, and imperfections whatsoever of a procedural nature in the entry of any judgment or in any process or proceedings thereon or relating to the same.

(13) Upon any negotiation, sale or assignment of this Note, the holder hereof may deliver same to the transferee or purchaser who shall thereupon become the holder hereunder and as such shall have and may exercise all powers, rights and options with respect to same and otherwise hereby given to the holder, or otherwise available to Holder pursuant to the terms and conditions of the Loan Agreement, and such former holder who thus negotiates, sells or assigns this note shall thereafter be forever relieved and fully discharged from any liability or accountability with respect to same.

(14) If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not effect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(15) All of the foregoing agreements and obligations including, without limitation, the warrant of attorney to confess judgment, shall bind the Maker and its successors and assigns, and shall inure to the benefit of the Holder, its successors and assigns.

In Witness Whereof, the Maker has duly caused this Note to be duly executed by its duly authorized representative, the day and year first above written, intending to be legally bound.

Attest:

Michael Muller, AIA

By: _____

Owner

Date: _____

“Guaranty”

Michael Muller

GUARANTY

Pursuant to this Guaranty dated the ____ day of _____, 2020 the undersigned, **Michael Muller, AIA**, (GUARANTOR) 830 Taylor Avenue, Scranton, Pa 18510, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the principal debtor, **Fancy Parsley, LLC**, and all of its liabilities to the City as set forth in that certain Loan to Grant Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to **Fancy Parsley, LLC**, in the amount of Seventy Thousand Dollars (\$70,000.00).

This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless whether or not all indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the CITY, and such revocation shall not be effective as to indebtedness existing or committed for at the time of actual receipt of such notice by the CITY, or as to any renewals, extensions and re-financings thereof.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the **Fancy Parsley, LLC**, and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the **Fancy Parsley, LLC**, liabilities to City

including but not limited to notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the **Fancy Parsley, LLC**, liabilities to City, of the amount, terms and conditions thereof, and of any defaults thereon. The undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the undersigned, any action of any nature whatsoever with respect to the **Fancy Parsley, LLC**, liabilities to City and with respect to any rights against any persons or persons (including the **Fancy Parsley, LLC**, and any of the undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases, and the undersigned will remain fully liable hereunder notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any other of the undersigned not so released. The death or incapacity of any of the undersigned shall in no way affect the liability hereunder of any other of the undersigned. The undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder, including without limitation (a) all defenses whatsoever to the undersigned's liability hereunder except the defense of payments made on account of the **Fancy Parsley, LLC**, liabilities to City and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a) without requiring protest or notice of nonpayment or notice of default to the undersigned, to the **Fancy Parsley, LLC**, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the **Fancy Parsley, LLC**, or to any other guaranty or any collateral which City may hold; (d)

without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice than any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the **Fancy Parsley, LLC**, liabilities to City or the liability of the undersigned hereunder.

If any of the **Fancy Parsley, LLC**, liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the **Fancy Parsley, LLC**, liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

Confession of Judgment. This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such

confessed judgment(s) and any subsequent attachment, levy or execution thereon.

(a) CONFESSION OF JUDGMENT. GUARANTOR COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY ("FANCY PARSLEY, LLC,") CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON FANCY PARSLEY, LLC LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUARANTOR, FOR PRINCIPAL AND INTEREST ON FANCY PARSLEY, LLC LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OWED; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST GUARANTOR FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

Michael Muller, AIA,

DATE: _____

So long as the **Fancy Parsley, LLC** liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the **Fancy Parsley, LLC** or out of the property of the **Fancy Parsley, LLC**.

A subsequent Guaranty by the undersigned or any other guarantor of the **Fancy Parsley, LLC** liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the **Fancy Parsley, LLC** liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

It is expressly agreed by the Guarantor and City that in any action or proceeding brought by the Guarantor or otherwise commenced against City arising out of or based upon any provision of this Guaranty the Guarantor, jointly and/or severally for the undersigned, and the Guarantor's heirs, Executors, Administrators, Successors and Assigns hereby waives any right to trial of any issue of fact by jury, whether such trial by jury is provided for by law, equity or applicable rule of civil procedure.

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Michael Muller, AIA

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2020, before me, a Notary Public, the undersigned Officer, personally appeared **Michael Muller, AIA**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Title of Officer



DEPARTMENT OF LAW

P E N N S Y L V A N I A

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

February 11, 2020

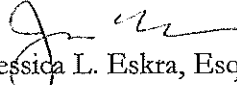
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
FEB 12 2020
OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO.150.46 IN AN AMOUNT NOT TO EXCEED \$70,000.00 TO FANCY PARSLEY, LLC TO ASSIST AN ELIGIBLE PROJECT.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl