

AGENDA
REGULAR MEETING OF COUNCIL
January 5, 2021
6:30 PM

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
 - 3.A CORRESPONDENCE RECEIVED FROM KOHANSKI COMPANY PC DATED DECEMBER 14, 2020 REGARDING CITY OF SCRANTON AUDIT.

[Correspondence received from Kohanski Company PC dated 12-14-2020.pdf](#)
 - 3.B CONTROLLER'S REPORT FOR MONTH ENDING NOVEMBER 30, 2020.
[Controller's Report 11-30-2020.pdf](#)
 - 3.C EMERGENCY DECLARATION ISSUED BY MAYOR PAIGE G. COGNETTI DATED DECEMBER 15, 2020.

[Emergency Declaration by Mayor Cignetti 12-21-2020 Weather Conditions.pdf](#)
 - 3.D MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD NOVEMBER 18, 2020.

[Scranton Police Pension Commission Meeting 11-18-2020.pdf](#)
 - 3.E CITY OF SCRANTON REQUEST TO INCREASE LOCAL SERVICES TAX FOR FISCAL YEAR 2021.

[Lackawanna County Court of Common Pleas 12-22-2020.pdf](#)

- 3.F CORRESPONDENCE RECEIVED FROM OECD EXECUTIVE DIRECTOR DATED DECEMBER 22, 2020 REGARDING COVID-19 REIMBURSEMENTS THROUGH LACKAWANNA COUNTY CARES ACT FUNDING.

[Correspondence received from OECD dated 12-22-2020 COVID-19.pdf](#)

- 3.G CORRESPONDENCE RECEIVED FROM MAYOR PAIGE G. COGNETTI DATED DECEMBER 24, 2020 REGARDING THE CITY OF SCRANTON 2021 OPERATING BUDGET.

[Correspondence received from Mayor Paige G. Cagnetti dated 12-24-2020.pdf](#)

- 3.H MINUTES OF THE SCRANTON LACKAWANNA HEALTH & WELFARE AUTHORITY BOARD MEETING HELD AUGUST 20, 2020.

[Scranton Lackawanna Health & Welfare Authority Minutes 8-20-2020.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 – AN ORDINANCE – AMENDING FILE OF THE COUNCIL NO. 118, OF 2017, ENTITLED “AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2018” BY AMENDING THE 2018 ACTION PLAN BY UTILIZING FIFTEEN

THOUSAND (\$15,000.00) DOLLARS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PREVIOUSLY ALLOCATED TO BOYS AND GIRLS CLUB PARK IT PROGRAM TO HELP LOW INCOME MOTHERS RETAIN SUITABLE HOUSING THROUGH ST. JOSEPH'S CENTER'S MOTHER INFANT PROGRAM.

[Ordinance-2021 Amending CDBG Program 2018.pdf](#)

- 5.C FOR INTRODUCTION – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH THE KEYSER VALLEY CITIZENS ASSOCIATION, INC. FOR USE OF THE PREMISES COMMONLY KNOWN AS KEYSER VALLEY COMMUNITY CENTER LOCATED AT 101 NORTH KEYSER AVENUE, SCRANTON, PENNSYLVANIA 18504 FOR A THREE-YEAR PERIOD COMMENCING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2023.

[Ordinance-2021 Lease agreement with Keyser Valley Citizens Association.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING APPOINTMENT OF BRAD KOVALESKI, PHD, 529 BOGART COURT, APT. 201, SCRANTON, PENNSYLVANIA 18503 AS A MEMBER OF THE BOARD OF ETHICS, EFFECTIVE JANUARY 1, 2021. DR. KOVALESKI WILL BE REPLACING CAROL MIGLIORINO WHOSE TERM EXPIRED AUGUST 31, 2020. DR. KOVALESKI WILL BE APPOINTED TO A THREE (3) YEAR TERM EFFECTIVE JANUARY 1, 2021 AND WILL EXPIRE AUGUST 31, 2023.

[Resolution-2021 Appt. Brad Kovaleski to Board of Ethics.pdf](#)

- 5.E FOR INTRODUCTION – 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, IN AN AMOUNT NOT TO EXCEED \$90,000.00 TO LAVISH BODY & HOME LLC. TO ASSIST AN ELIGIBLE PROJECT.

[Resolution-2021 Loan-Grant with Lavish Body & Home.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO AN AGREEMENT WITH SCRANTON AREA FOUNDATION, INC., TO ESTABLISH THE CITY OF SCRANTON CARES ACT CDBG-CV GRANT FUND, A

PASS THROUGH FUND WHICH WILL DISTRIBUTE GRANTS TO VARIOUS SMALL BUSINESS THROUGHOUT THE CITY OF SCRANTON AS PART OF THE CITY OF SCRANTON CARES ACT CDBG-CV GRANT FUND DUE TO THE COVID-19 PANDEMIC.

[Resolution-2021 Agreement with Scranton Area Foundation Inc.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

7.A NO BUSINESS AT THIS TIME.

8. OLD BUSINESS

9. ADJOURNMENT

Lori Reed

From: Kelley Lindsay <klindsay@kohanskico.com>
Sent: Monday, December 14, 2020 2:17 PM
To: Lori Reed
Subject: Update to Council

RECEIVED
DEC 14 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Hi Lori,

Our update to Council is as follows:

The following information, required for complete financial reporting, is still outstanding:

1. GASB 75 Actuary report (OPEB liability) – prepared by Bayer Barber, is expected any day. We received confirmation on 12/1 that the report was complete and in for review.

Information received since the last update:

2. Scranton Redevelopment Authority audit – prepared by Murphy Dougherty, was received 11/30
3. Scranton Sewer Authority Audit - prepared by Kohanski & Co has been finalized

Other audit areas:

1. General fund – testing is complete and is being reviewed
2. Special Cities fund - we received the revised information on 11/20 and are waiting for one additional piece of information from Rainey and Rainey to complete the reporting
3. OECD – is complete with the exception of an open question regarding a 1.6 million deferred revenue account on the trial balance. Rainey and Rainey are working with Becky to determine the source of the funds and the rationale for the accounting
4. Liquid Fuels fund – complete
5. Internal Service fund – complete
6. Pension fund – complete
7. Capital assets – complete and being reviewed
8. Long-term debt – complete

Additional open items may be added as the audit is reviewed.

We received a schedule of expenditures of Federal awards on December 3, but have one open question regarding the breakout of CDBG expenditures. We expect to do the compliance testing remotely. A Sharefile is being set up so that the needed information can be scanned to us securely.

Please let me know if there are any questions.

Kelley

KOHANSKI

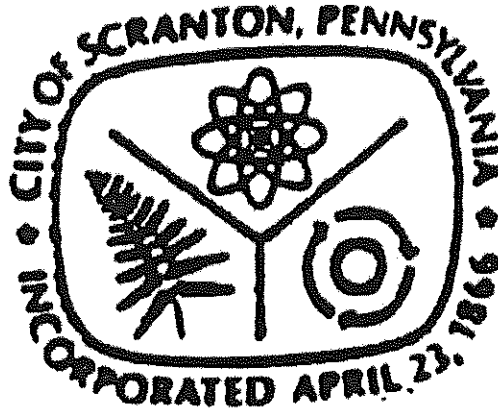
Company, P C

Kelley Lindsay, CPA
3939 Birney Avenue
Moosic, PA 18507

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

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

**CITY OF SCRANTON
PENNSYLVANIA**



RECEIVED

DEC 15 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

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

**JOHN J. MURRAY
CITY CONTROLLER**

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



OFFICE OF THE CITY CONTROLLER

John J. Murray

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

December 15, 2020

The Honorable Paige G. Cagnetti

And

The Honorable City Council

Municipal Building

Scranton, Pa 18503

Dear Honorable Mayor and Honorable Council:

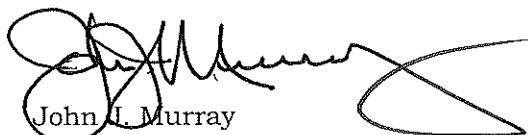
In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of November , 2020.

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 NOVEMBER 2020**

CODE #	DEPARTMENT	EXPENDITURES
10	Mayor's Office	\$ 8,350.00
11	Public Safety	-
20	City Council	21,259.76
30	Controller	19,438.78
40	Business Administration	573,534.72
41	Bureau of Human Resources	24,262.53
42	Bureau of Information Technology	25,658.82
43	Treasurer	7,270.85
51	Inspections and Licenses	56,386.88
60	Law	22,155.92
71	Police	1,430,595.06
75	Traffic Maintenance	-
78	Fire	1,443,066.31
80	Public Works	258,703.54
81	Engineering	15,819.75
82	Buildings	81,258.44
83	Highways	144,150.95
84	Refuse	360,085.33
85	Garages	84,127.40
90	Single Tax Office	64,265.75
100	Parks and Recreations	121,727.58
TOTAL DEPARTMENTAL:		\$ 4,762,118.37
NON DEPARTMENTAL		
0140	Scranton Plan	\$ -
1000	Boards and Commissions	17,687.99
1100	Utilities	-
1300	Contingency	-
1500	Special Items	5,020,567.91
1600	Unpaid Bills	62,160.19
1700	Grants and Contributions	53,292.40
1900	Special Items (Non Add)	-
TOTAL NON DEPARTMENTAL:		\$ 5,153,708.49
GRAND TOTAL:		\$ 9,915,826.86

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

CODE #	FUND SOURCE	REVENUES
300	Previous Year Balance	\$ -
301	Real Property Taxes	1,326,303.78
302	Landfill and Refuse Fees	231,565.00
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	6,329,391.23
319	Penalties and Interest (Delinquent Taxes)	14,124.21
320	Licenses and Permits	74,658.79
330	Fines and Forfeitures	-
331	Police Fines and Violations	19,276.24
341	Interest Earnings	37.21
342	Rents and Concessions	-
350	Inter-Government-Revenue Reimbursements	-
359	Local Governments (Payments in Lieu)	6,000.00
360	Departmental Earnings	6,609.00
367	Recreational Departments	1,017.50
380	Cable TV and Miscellaneous Revenue	285,687.28
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	-
TOTAL		\$ 8,294,670.24
MONTH TO DATE:		
Revenues To November 2020		\$ 96,794,441.03
Expenditures To November 2020		85,598,083.33
NET:		\$ 11,196,357.70

*Non Add

CITY OF SCRANTON
NOVEMBER 30, 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	32,834,111.31	2,998,729.02
302	Landfill and Refuse Fees	6,796,250.00	6,414,168.83	382,081.17
304	Utility Tax	75,000.00	71,523.96	3,476.04
305	Non-Resident Tax	100,000.00	-	100,000.00
310	Local Taxes (Act 511)	39,979,205.51	35,225,341.94	4,753,863.57
319	Penalties and Interest (Delinquent Taxes)	245,600.00	210,042.64	35,557.36
320	Licenses and Permits	2,038,164.00	1,869,490.53	168,673.47
330	Fines and Forfeitures	345,100.00	-	345,100.00
331	Police Fines and Violations	206,000.00	297,970.62	(91,970.62)
341	Interest Earnings	275,000.00	68,405.01	206,594.99
342	Rents and Concessions	5,000.00	500.00	4,500.00
350	Inter-Government-Revenue Reimbursements	4,251,066.00	4,616,543.70	(365,477.70)
359	Local Government (Payments in Lieu)	250,000.00	272,150.44	(22,150.44)
360	Departmental Earnings	447,000.00	399,020.00	47,980.00
367	Recreational Departments	40,000.00	18,790.48	21,209.52
380	Cable TV and Miscellaneous Revenues	2,765,623.89	904,624.45	1,860,999.44
392	Interfund Transfers	9,398,901.00	841,757.12	8,557,143.88
392*	Interfund Transfers SSA/SPA	-	-	-
394	Tax Anticipation Loan/Note	12,750,000.00	12,750,000.00	-
395	Unfunded Pension	-	-	-
396	Capital Budget Reimbursements	-	-	-
TOTALS		\$ 115,800,750.73	\$ 96,794,441.03	\$ 19,006,309.70

PURCHASE ORDER REPORT

MONTH ENDING NOVEMBER 30, 2020

ACCOUNT BALANCES AS OF NOVEMBER 30, 2020				
DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
OFFICE OF THE MAYOR				
0101000000 4270 DUES & SUBSCRIPTIONS	24,348.48	0.00		0.00
0101000000 4290 STATIONERY / OFFICE SUPPLIES	100.00	66.78		66.78
0101000000 4420 TRAVEL & LODGING	2,500.00	2,500.00		2,500.00
DEPARTMENT OF PUBLIC SAFETY				
POLICE BUREAU:				
0101100071 4201 PROFESSIONAL SERVICES	45,000.00	6,663.27	816.68 150.00	5,696.59
0101100071 4210 SERVICES & MAINTENANCE FEE	77,500.00	0.00		0.00
0101100071 4270 DUES & SUBSCRIPTIONS	3,150.00	136.14	(380.00) 380.00 35.00	101.14
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED	1,750.00	29.38		29.38
0101100071 4290 STATIONERY / OFFICE SUPPLIES	2,750.00	884.73	254.95 150.00 199.00	280.78
0101100071 4380 GUNS / AMMUNITION	43,500.00	931.01		931.01
0101100071 4390 MATERIALS / SUPPLIES (MISC)	21,000.00	2,581.82	296.20 474.10	1,811.32
0101100071 4420 TRAVEL & LODGING	4,250.00	2,307.69	380.00 (14.80)	1,942.49

DEPARTMENT / ACCOUNT	2020 BUDGET	OCTOBER 2020		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0101100071 4470 TRAINING & CERTIFICATION	50,000.00	9,194.49		
	COMMONWEALTH HEALTH		125.00	
	NATIONAL TACTICAL OFFICER		468.00	
	PENN STATE JUSTICE AND SAFETY		1,263.00	
	PNC BANK		1,602.02	
	STREET COP TRAINING-NJ		249.00	
				<u>5,487.47</u>
0101100071 4550 CAPITAL EXPENDITURES	432,026.34	101,972.96		
	ENCUMBERED: PREVIOUS PERIOD		(183,430.03)	
	ENCUMBERED: CURRENT PERIOD		97,940.00	
	ROTTET MOTORS		183,430.03	
	PAID CAPITAL EXPENDITURES		(52,081.00)	
				<u>56,113.96</u>
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT	7,250.00	1,874.77		
	INDUSTRIAL ELECTRONICS INC.		1,681.59	
				<u>193.18</u>
0101100071 6003 SPCA - ANIMAL CONTROL	69,370.00	4,839.76	300.00	
	TRI-MOR K9			<u>4,589.76</u>
FIRE BUREAU				
0101100078 4201 PROFESSIONAL SERVICES	32,500.00	21,788.52		
	877 DESIGN		550.00	
	MOTOROLA SOLUTIONS		15,000.00	
				<u>6,238.52</u>
0101100078 4210 SERVICE & MAINTENANCE FEE	12,250.00	5,145.94		
	CINTAS FIRE 6365		513.07	
				<u>4,632.87</u>
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	1,000.00		
				<u>1,000.00</u>
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	12,750.00	2,115.71		
	DUNMORE APPLIANCE, INC.		648.99	
				<u>1,466.72</u>
0101100078 4390 MATERIALS / SUPPLIES (MISC)	7,250.00	1,272.07		
	GLEN SUMMIT SPRINGS WATER		12.15	
				<u>1,259.92</u>
0101100078 4420 TRAVEL & LODGING	2,500.00	109.58		
				<u>109.58</u>

DEPARTMENT / ACCOUNT	2020 BUDGET	OCTOBER 2020	
		BEGINNING BAL.	ENDING BAL.
0101100078 4430 AIR PACK / REHAB SUPPLIES	5,000.00	2,232.32	2,232.32
0101100078 4470 TRAINING & CERTIFICATION	95,000.00	30,077.76	
BUDGET TRANSFER FIRE DEPARTMENT			6,700.00
RICHARD MILLER			500.00
SHANE BUCHSPICS			500.00
DANIEL MCGLYNN			500.00
RYAN FILIPKOWSKI			500.00
EDWARD SMEDEN			500.00
JORDAN KAUB			500.00
ROBERT REED			250.00
SHANE GLACKEN			500.00
WILLIAM SLOCUM			250.00
			19,377.76
0101100078 4550 CAPITAL EXPENDITURES	395,000.00	395,000.00	395,000.00
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT	5,250.00	880.00	
JALVO INC.			150.00
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	302.36	
			730.00
0101100078 4580 GENERAL EQUIPMENT	62,500.00	19,624.40	
AMAZON CAPITAL			28.17
FAST RESCUE SOLUTIONS			5,042.50
S.T.A.R.T. RESCUE TRAINING, INC.			599.00
WITMER ASSOCIATES, INC.			523.00
			13,431.73

DEPARTMENT / ACCOUNT		2020 BUDGET	OCTOBER 2020	
			BEGINNING BAL	ACTIVITY
				ENDING BAL
OFFICE OF THE CITY CLERK / CITY COUNCIL				
0102000000 4201	PROFESSIONAL SERVICES	52,500.00	7,144.45	714.00
	MARIA MCCOOL			6,430.45
0102000000 4210	SERVICES & MAINTENANCE FEE	15,000.00	3,221.00	1,845.00
	DIGITAL SOUND SERVICES, INC.			220.00
	SCRANTON TIMES			1,156.00
0102000000 4230	PRINTING & BINDING	5,750.00	109.58	109.58
0102000000 4250	ADVERTISING	27,500.00	0.00	0.00
0102000000 4290	STATIONERY / OFFICE SUPPLIES	500.00	75.05	75.05
CITY CONTROLLER				
0103000000 4201	PROFESSIONAL SERVICES	35,000.00	28,325.00	28,325.00
0103000000 4230	PRINTING AND BINDING	200.00	200.00	200.00
0103000000 4240	POSTAGE & FREIGHT	125.00	125.00	125.00
0103000000 4270	DUES & SUBSCRIPTIONS	500.00	216.60	216.60
0103000000 4290	STATIONERY / OFFICE SUPPLIES	1,000.00	543.00	543.00
0103000000 4420	TRAVEL AND LODGING	750.00	750.00	750.00

DEPARTMENT / ACCOUNT	2020 BUDGET	OCTOBER 2020	
		BEGINNING BAL	ENDING BAL.

BUSINESS ADMINISTRATION DEPARTMENT
ADMINISTRATION

0104000040 4201 PROFESSIONAL SERVICES	225,000.00	19,355.60	
BUDGET TRANSFER FROM 0104000040 6009			(100,000.00)
FUTURE PLAN BY ASCENSUS			1,100.00
GEO-SCIENCE ENGINEER			1,185.00
HERBERT ROWLAND			2,546.11
JOYCE HATALA ASSOCIATES			550.00
THOMAS J MCLANE			19,472.50
TURNKEY TAXES			1,000.00
			<u>93,501.99</u>
0104000040 4210 SERVICES & MAINTENANCE FEE	1,250.00	299.50	
			<u>299.50</u>
0104000040 4230 PRINTING & BINDING	500.00	330.60	
			<u>330.60</u>
0104000040 4240 POSTAGE & FREIGHT	37,500.00	16,515.65	
TP RECORD WIRE-POSTAGE			3,000.00
			<u>13,515.65</u>
0104000040 4250 ADVERTISING	22,500.00	11,086.00	
SCRANTON TIMES			5,752.50
			<u>5,333.50</u>
0104000040 4270 DUES & SUBSCRIPTIONS	1,100.00	548.00	
BUDGET TRANSFER FROM 0104000040 6009			(10,000.00)
CARAHSOFT TECHNOLOGY			8,930.25
			<u>1,617.75</u>
0104000040 4290 STATIONERY / OFFICE SUPPLIES	12,750.00	1,843.26	
ENCUMBERED : PREVIOUS PERIOD			(3,667.89)
ENCUMBERED: CURRENT PERIOD			4,473.69
ANDREW MARICHAK			93.25
			<u>944.21</u>
0104000040 4390 MATERIALS / SUPPLIES (MISC)	600.00	226.02	
			<u>226.02</u>
0104000040 4420 TRAVEL & LODGING	2,500.00	2,500.00	
			<u>2,500.00</u>
0104000040 4470 TRAINING & CERTIFICATION	1,500.00	1,500.00	
MAGGIE PERRY			100.00
			<u>1,400.00</u>
0104000040 4480 SELF INSURANCE	95,000.00	27,618.00	
			<u>27,618.00</u>

DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	OCTOBER 2020 ACTIVITY	ENDING BAL.
0104000040 6009	OPERATING TRANSFERS - WORKERS' COMP	3,109,811.00	1,721,611.00		
	BUDGET TRANSFER TO 0104000040 4270			10,000.00	
	BUDGET TRANSFER TO 0104000040 4270			100,000.00	
	TRANSFER TO WORKERS COMPENSATION FUNDING			135,000.00	
	PMA COMPANIES, INC.			150,000.00	
					<u>1,326,611.00</u>
0104000040 6024	BANK FEES AND CHARGES	10,000.00	3,329.98		
					<u>3,329.98</u>
HUMAN RESOURCES:					
0104000041 4201	PROFESSIONAL SERVICES				
	BUDGET TRANSFER TO 0104000041 4390	130,000.00	35,033.46	3,716.32	
	P & A GROUP ADMIN SERVICES			353.46	
	JJ KELLER & ASSOCIATES			281.50	
	WE PAY PAYROLL URGENT CARE			4,123.75	
					<u>26,548.43</u>
0104000041 4290	STATIONARY / OFFICE SUPPLIES	750.00	737.30		
					<u>737.30</u>
0104000041 4390	MATERIALS / SUPPLIES (MISC)				
	BUDGET TRANSFER FROM 0104000041 4201	500.00	83.68	(3,716.32)	
	ICU SURVEILLANCE			3,800.00	
					<u>0.00</u>
0104000041 4420	TRAVEL & LODGING	1,250.00	1,250.00		
					<u>1,250.00</u>
0104000041 4470	TRAINING & CERTIFICATION	2,500.00	2,500.00		
					<u>2,500.00</u>
0104000041 4630	LIABILITY / CASUALTY INSURANCE	1,175,000.00	229,396.18	(971.00)	
	CANCEL W. BECK BOND				<u>230,367.18</u>
0104000041 6006	PERSONNEL COST ADJUSTMENT	4,750.00	1,699.16		
					<u>1,699.16</u>

DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	OCTOBER 2020 ACTIVITY	ENDING BAL
INFORMATION TECHNOLOGY:					
0104000042 4201	PROFESSIONAL SERVICES	145,000.00	18,635.92		18,635.92
0104000042 4210	SERVICES & MAINTENANCE FEE	95,000.00	14,168.00		14,168.00
0104000042 4270	DUES AND SUBSCRIPTIONS	500.00	500.00		500.00
0104000042 4290	STATIONARY / OFFICE SUPPLIES	1,000.00	896.70		896.70
0104000042 4390	MATERIALS / SUPPLIES (MISC)	95,000.00	33,329.25	519.41	32,809.84
0104000042 4420	TRAVEL AND LODGING	1,000.00	1,000.00		1,000.00
0104000042 4440	TELEPHONE	245,000.00	44,866.15	6,779.31 7,586.73 708.23	29,791.88
0104000042 4470	TRAINING & CERTIFICATION	32,500.00	32,500.00		32,500.00
0104000042 4550	CAPITAL EXPENDITURES	590,000.00	219,774.28	127,430.80	92,343.48
0104000042 4560	EQUIPMENT MAINTENANCE / LEASES	92,500.00	31,505.20		31,505.20
TREASURY:					
0104000043 4201	PROFESSIONAL SERVICES	2,500.00	2,500.00	830.00	1,670.00
0104000043 4390	MATERIALS / SUPPLIES (MISC)	12,500.00	8,901.68	16.75	8,884.93
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	OCTOBER 2020		
		BEGINNING BAL	ACTIVITY	ENDING BAL
BUREAU OF LICENSES, INSPECTIONS & PERMITS				
LICENSE, INSPECTIONS & PERMITS:				
0105100051 4201 PROFESSIONAL SERVICES	50,000.00	24,000.00		24,000.00
0105100051 4290 STATIONERY / OFFICE SUPPLIES	500.00	500.00		500.00
0105100051 4390 MATERIALS / SUPPLIES (MISC)	500.00	431.20		431.20
0105100051 4420 TRAVEL AND LODGING	1,000.00	1,000.00		1,000.00
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		1,000.00
0105100051 4550 CAPITAL EXPENDITURES	12,750.00	7,024.09		7,024.09
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPMENT	250.00	250.00		250.00
0105100051 4590 BUILDING DEMOLITION	145,000.00	145,000.00		145,000.00

DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	OCTOBER 2020 ACTIVITY	ENDING BAL
BUREAU OF BUILDINGS					
0105100082 4201	PROFESSIONAL SERVICES	2,500.00	1,200.00		1,200.00
0105100082 4320	BUILDING REPAIR - SUPPLY MAINTENANCE	137,500.00	47,806.27		
	ABINGTON LOCK & SAFE			523.50	
	AJS MECHANICAL SERVICES, LLC			472.00	
	CINTAS CORPORATION			646.91	
	COOPER ELECTRIC			145.16	
	EASTERN PENN SUPPLY COMPANY			334.33	
	LAMEO & ASSOCIATES			580.00	
	MESKO GLASS & MIRROR			1,271.88	
	MICHAEL BURKE			600.00	
	NORTHEAST ELEVATOR			200.00	
	OTIS ELEVATOR CO.			1,984.20	
	PA DEPARTMENT OF LABOR & INDUSTRY			514.02	
	PESTPRACTICE LLC			499.00	
	PICA'S GARAGE DOOR SALES & SERVICE			171.00	
	THE H F WOLFE CO.			40.20	
	TORBIK SAFE & LOCK, INC.			3,800.00	
	TRAPS SHEET METAL			680.00	
	ULINE			449.12	
					34,894.95
0105100082 4447	PG ENERGY GAS	125,000.00	73,907.04		
	DIRECT ENERGY BUSINESS			2,696.44	
					71,210.60
0105100082 4448	PAWC - WATER	435,000.00	147,949.16		
	PENNSYLVANIA AMERICAN WATER CO			26,329.62	
	UGI NORTH			1,611.27	
					120,008.27
0105100082 4450	ELECTRICAL	150,000.00	41,504.44		
	PPL ELECTRIC UTILITIES			30,908.78	
					10,595.66
0105100082 4465	BUILDING SUPPLIES	750.00	677.90		
					677.90

DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL.	OCTOBER 2020 ACTIVITY	ENDING BAL.
LAW DEPARTMENT:					
0106000000 4201	PROFESSIONAL SERVICES	225,000.00	92,641.66		92,641.66
0106000000 4210	SERVICES AND MAINTENANCE FEE	2,000.00	2,000.00		2,000.00
0106000000 4270	DUES & SUBSCRIPTIONS	3,000.00	1,038.00		1,038.00
0106000000 4290	STATIONERY / OFFICE SUPPLIES	500.00	432.37		432.37
0106000000 4390	MATERIALS / SUPPLIES (MISC)	500.00	211.00		211.00
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	88.94	(500.00) 129.78	459.16
	BUDGET TRANSFER FROM 0108000080 4420 PA ONE CALL SYSTEM, INC.				
0108000080 4210	SERVICES & MAINTENANCE FEE	1,500.00	10.78		10.78
0108000080 4420	TRAVEL AND LODGING	500.00	500.00	500.00	0.00
	BUDGET TRANSFER TO 0108000080 4201				
0108000080 4550	CAPITAL EXPENDITURES	10,000.00	1,435.77		1,435.77
0108000080 4570	MAINTENANCE COMMUNION EQUIPMENT INDUSTRIAL ELECTRONICS, INC.	20,000.00	5,378.75	1,635.00	3,743.75
0108000080 4576	MAINTENANCE SUPER FUND SIGHT	10,000.00	4,673.50		4,673.50

DEPARTMENT / ACCOUNT	2020 BUDGET	OCTOBER 2020	
		BEGINNING BAL	ENDING BAL
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE	250,000.00	228,024.53	
BUDGET TRANSFER TO 0108000084 4490			125,000.00
ENCUMBERED: PREVIOUS PERIOD			(717.87)
ENCUMBERED: CURRENT PERIOD			36.46
GLECO PAINTS, INC.			86.45
NORTH END ELECTRIC			3,955.50
SHERWIN WILLIAMS			1,723.97
URBAN ELECTRICAL CONTRACTORS, INC.			5,702.68
			<u>92,257.34</u>
ENGINEERING BUREAU:			
0108000081 4201 PROFESSIONAL SERVICES	75,000.00	17,800.00	6,300.00
LABELLA ASSOCIATES			<u>11,500.00</u>
0108000081 4210 SERVICES & MAINTENANCE FEE	500.00	500.00	<u>500.00</u>
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	6.25	<u>6.25</u>
0108000081 4390 MATERIALS / SUPPLIES (MISC)	250.00	108.63	17.65
GLEN SUMMIT SPRINGS WATER			<u>90.98</u>
0108000081 4470 TRAINING & CERTIFICATION	500.00	500.00	<u>500.00</u>
HIGHWAYS BUREAU:			
0108000083 4260 RENTAL VEHICLES & EQUIPMENT	80,000.00	57,197.67	1,400.00
FIVE STAR EQUIPMENT CO., INC.			<u>55,797.67</u>
0108000083 4340 CONSTRUCTION - PAVING MATERIAL	150,000.00	90,143.45	3,073.18
ENCUMBERED: CURRENT PERIOD			648.80
METROPOLITAN COM			<u>86,421.47</u>
0108000083 4350 PAINT / SIGN MATERIAL	20,000.00	129.66	(1,768.11)
ENCUMBERED: PREVIOUS PERIOD			785.23
ENCUMBERED: CURRENT PERIOD			(103.83)
DPW PAINT/SIGN MATERIAL			982.88
SHERWIN WILLIAMS			<u>233.49</u>
0108000083 4357 PARKS AND RECREATION SUPPLIES	25,000.00	25,000.00	646.56
ENCUMBERED: CURRENT PERIOD			1,318.46
SHERWIN WILLIAMS			<u>23,034.98</u>

DEPARTMENT / ACCOUNT	2020 BUDGET	OCTOBER 2020	
		BEGINNING BAL	ACTIVITY
0108000083 4390 MATERIALS / SUPPLIES (MISC)	60,000.00	11,847.57	
	ENCUMBERED: PREVIOUS PERIOD		(2,360.36)
	ENCUMBERED: CURRENT PERIOD		1,681.35
	CENTRAL CLAY PRODUCTS		1,488.80
	GLECO PAINTS, INC.		245.60
	PENAPLAS COMPANY		666.56
	SCRANTON CRAFTSMAN		204.00
			<u>9,920.62</u>
0108000083 4410 SALT	475,000.00	303,909.90	
			<u>303,909.90</u>
0108000083 4460 STREET LIGHTING	230,000.00	85,632.83	
	PPL ELECTRIC UTILITIES		17,496.68
			<u>68,136.15</u>
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE	150,000.00	39,949.53	
	URBAN ELECTRICAL CONTRACTORS		7,617.59
			<u>32,331.94</u>
0108000083 4467 TRAFFIC SIGNAL ELECTRICITY	90,000.00	29,996.69	
	PPL ELECTRIC UTILITIES		11,183.39
			<u>18,813.30</u>
0108000083 4550 CAPITAL EXPENDITURES	210,000.00	100,538.00	
			<u>100,538.00</u>
0108000083 4551 ROADWAY RESURFACING PROGRAM	850,000.00	850,000.00	
			<u>850,000.00</u>
REFUSE BUREAU:			
0108000084 4390 MATERIALS / SUPPLIES (MISC)	1,000.00	0.00	
	BUDGET TRANSFER FROM 0108000084 4420		(500.00)
	BUDGET TRANSFER FROM 0108000084 4420		(5,000.00)
	KEVIN'S WORLDWIDE		4,035.00
	SHERWIN WILLIAMS		32.44
			<u>1,432.56</u>
0108000084 4420 TRAVEL AND LODGING	1,000.00	738.43	
	BUDGET TRANSFER TO 0108000084 4390		500.00
			<u>238.43</u>
0108000084 4490 LANDFILL	1,410,000.00	132,771.83	
	BUDGET TRANSFER FROM 0108000080 6007		(125,000.00)
	COMMONWEALTH OF PENNSYLVANIA		1,600.00
	LACKAWANNA RECYCLING CENTER		3,879.60
	KEYSTONE SANITARY LANDFILL		143,194.12
			<u>108,898.11</u>
0108000084 4550 CAPITAL EXPENDITURES	235,000.00	214,745.79	
	BUDGET TRANSFER TO 0108000080 4390		5,000.00
	JAMES A. DOHERTY		9,216.40
			<u>200,529.39</u>
0108000084 4555 RECYCLING	350,000.00	345,820.00	
			<u>345,820.00</u>

DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	OCTOBER 2020 ACTIVITY	ENDING BAL.
GARAGES/BUREAU:					
0108000085 4220	CONTRACTED SERVICES	2,500.00	1,225.22	99.00	1,126.22
CINTAS					
ENCUMBERED: PREVIOUS BALANCE					
ENCUMBERED: CURRENT PERIOD					
DENAPLES AUTO PARTS					
PAPCO					
PETROCHOICE					
POWELL'S SALES & SERVICE					
72,843.25					
0108000085 4310	EQUIPMENT/VEHICLE REPAIR/MAINTENANCE	372,000.00	103,097.26	(30,961.66)	
ENCUMBERED: PREVIOUS PERIOD					
ENCUMBERED: CURRENT PERIOD					
A-1 SPRING SERVICE					
AIT AUTOMOTIVE					
AIR BRAKE & EQUIPMENT CO., INC.					
BRANCO SUPPLY CO.					
CINTAS CORPORATION					
COLOURS, INC.					
COOPER ELECTRIC					
D.G. NICHOLAS CO.					
DAILEY RESOURCES					
DAVE'S AUTO IGNITION					
DENAPLES AUTO PARTS					
DENAPLES TOWING, INC.					
EAGLE TRUCK EQUIPMENT, INC.					
ELECTRO BATTERY					
F & S SUPPLY CO.					
FASTENAL COMPANY					
FIVE STAR EQUIPMENT COMPANY					
HUNTER KEYSTONE					
INDUSTRIAL ELECTRONICS, INC.					
JORDON'S TOWING					
MAUS AUTOMOTIVE CENTER					
MEDICO INDUSTRIES					
NIVERT METAL SUPPLY, INC.					
NORTHEND ELECTRIC					
NORTHEAST HYDRAULICS					
POWELL'S SALES & SERVICE					
TEREX SERVICES					
TRIPLE CITIES ACQUISITIONS, LLC					
WAYNE COUNTY FORD					
85,087.42					

DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	OCTOBER 2020 ACTIVITY	ENDING BAL.
0108000085 4360	SMALL TOOLS / SHOP SUPPLIES	19,500.00	3,159.33	(501.24)	
	ENCUMBERED: PREVIOUS PERIOD			103.58	
	ENCUMBERED: CURRENT PERIOD			68.00	
	AIT AUTOMOTIVE			93.20	
	D.G. NICHOLAS CO.			182.64	
	FASTENAL COMPANY			115.90	
	S & S TOOLS & SUPPLIES			59.50	
	TRUCK PARTS, INC.				3,037.75
0108000085 4390	MATERIALS / SUPPLIES (MISC)	64,500.00	6,863.98	(2,985.66)	
	ENCUMBERED: PREVIOUS PERIOD			2,743.96	
	ENCUMBERED: CURRENT PERIOD			125.85	
	AIT AUTOMOTIVE			119.00	
	AIR BRAKE & EQUIPMENT CO., INC.			563.41	
	D.G. NICHOLAS CO.			670.00	
	DENAPLES AUTO PARTS			110.46	
	HAUN COMPANIES			59.70	
	JUDGE LUMBER			591.48	
	FASTENAL COMPANY			535.17	
	FLEET PRIDE			90.75	
	TRIPLE CITIES ACQUISITIONS, LLC			590.37	
	WAYNE COUNTY FORD			100.00	
	WELLER'S LOCK & KEY SERVICE				3,549.49
0108000085 4401	TIRES	90,500.00	23,447.92	(4,936.47)	
	ENCUMBERED: PREVIOUS PERIOD			31.95	
	ENCUMBERED: CURRENT PERIOD			20.00	
	AIT AUTOMOTIVE			13,447.43	
	KOST TIRES				14,885.01
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

DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	OCTOBER 2020 ACTIVITY	ENDING BAL.
PARKS & RECREATION DEPARTMENT					
0110000000 4280	MISC SERVICES - NON CLASSIFIED CINTAS CORPORATION	5,000.00	3,361.49	396.00	2,965.49
0110000000 4290	STATIONERY / OFFICE SUPPLIES NSI KEYSTONE	500.00	500.00	185.00	315.00
0110000000 4320	BUILDING REPAIR - SUPPLY MAINTENANCE	15,000.00	0.00		0.00
0110000000 4330	MEDICAL, CHEMICAL, LAB SUPPLIES COMMONWEALTH OF PENNSYLVANIA	9,894.23	7,406.69	35.00	7,371.69
0110000000 4360	SMALL TOOLS / SHOP SUPPLIES	500.00	365.00		365.00
0110000000 4370	PARKS & RECREATION SUPPLIES COOPER ELECTRIC KEYSTONE CONTAINER SERVICE, INC. REEVE'S RENT-A-JOHN, INC. S & S TOOLS & SUPPLIES	12,500.00	452.23	20.66 135.00 63.00 51.96	181.61 250.00
0110000000 4420	TRAVEL & LODGING	250.00	250.00		250.00
0110000000 4530	PERFORMING ARTS	17,500.00	5,000.00		5,000.00
0110000000 4540	SPRING / SUMMER PROGRAMS	3,000.00	777.34		777.34
0110000000 4550	CAPITAL EXPENDITURES DON SCARTELLI CONSTRUCTION SERVICES	875,000.00	138,271.32	80,260.60	58,010.72
NON-DEPARTMENTAL EXPENDITURES					
0140110030 4299	ZONING BOARD	25,000.00	16,749.30		16,749.30
0140110060 4299	EVERHART MUSEUM	37,500.00	8,500.02		8,500.02
0140110075 4299	SCRANTON PLAN	100,000.00	100,000.00		100,000.00
0140110080 4299	SCRANTON TOMORROW	225,000.00	125,000.00		125,000.00
0140110110 4299	SHADE TREE COMMISSION ALAN KRIEG TREE SERVICE ECONOMY TREE SERVICES OF NEPA TITAN TREE SERVICE SCRANTON TIMES	175,000.00	23,850.33	5,000.00 3,600.00 6,800.00 68.70	8,381.63

DEPARTMENT / ACCOUNT	2020 BUDGET	OCTOBER 2020	
		BEGINNING BAL	ENDING BAL
0140110120 4299 ST. CATS AND DOGS	10,000.00	3,175.00	3,175.00
0140110130 4299 MAYOR'S 504 TASK FORCE	1,000.00	1,000.00	1,000.00
0140110140 4299 CIVIL SERVICE COMMISSION	25,000.00	12,847.60	9.99 2,071.00 138.30
KAREN DESANDIS PERRY LAW FIRM SCRANTON TIMES			10,628.31
0140110150 4299 HUMAN RELATIONS COMMISSION	1,000.00	1,000.00	1,000.00
0140110155 4299 LHVA TRAIL MAINTENANCE	12,500.00	2,000.00	2,000.00
0140110160 4299 ETHICS BOARD	25,000.00	22,165.45	22,165.45
0140115230 4299 TAN SERIES	12,750,000.00	2,417,799.07	2,417,799.07
0140115240 4299 TAN SERIES INTEREST	446,250.00	446,250.00	446,250.00
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING	452,541.66	52,541.66	52,541.66
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS	156,894.74	11,896.78	11,896.78
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	0.00	0.00
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA REDEVELOPMENT AUTHORITY AA PRINCIPLE REDEVELOPMENT AUTHORITY AA INTEREST	888,012.50 754,006.25		620,000.00 134,006.25
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	218,147.96	0.00	0.00
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME ENGINE	49,849.00	0.00	0.00
0140115331 4299 OPER TSF TO DBT SVC - 2019 GO BONDS BLDG	1,000.00	1,000.00	1,000.00
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	3,231,000.00	0.00	0.00
0140115333 4299 OPER TSF TO DBT SVC - 2018 TAXABLE SERIES	6,559,450.00	6,147,459.88	6,147,459.88
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,851.02	0.00	0.00

DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	ACTIVITY	OCTOBER 2020 ENDING BAL.
0140115335 4299	OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	0.00	0.00		0.00
0140115337 4299	OPER TSF TO DBT SVC - ESCO LEASE BUILDING	100,000.00	100,000.00		100,000.00
0140115338 4299	OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A 2016 REDEVELOPEMENT AUTHORITY A PRINCIPLE 2016 REDEVELOPEMENT AUTHORITY A INTEREST	3,620,500.00	2,952,750.00	2,285,000.00 667,750.00	0.00
0140115339 4299	OPER TSF TO DBT SVC - 2016 SPA SPA DEBT SVC PRINCIPLE SPA DEBT SVC INTEREST	1,878,000.00	1,069,000.00	260,000.00 809,000.00	0.00
0140115340 4299	OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	0.00		0.00
0140115341 4299	OPER TSF TO DBT SVC - PIB LOAN COMMONWEALTH OF PENNSYLVANIA	244,811.66	244,811.66	244,811.66	0.00
0140115342 4299	OPER TSF TO DBT SVC - LEASE STREET LIGHTING	429,767.00	0.00		0.00
0140115343 4299	2018 ARIEL PLATFORM TRUCK LEASE	102,156.57	0.00		0.00
0140115344 4299	M&T LEASE REFUSE PACKERS	89,937.87	0.00		0.00
0140113090 4299	CONTINGENCY	400,000.00	400,000.00		400,000.00
0140113100 4299	OECD CONTINGENCY	244,000.00	236,838.86		236,838.86
0140116090 4299	UNENCUMBERED EXPENSES PRIOR YEAR OBLIG. KS ENGINEERS	300,000.00	66,587.02	62,160.19	4,426.83
0140116270 4299	COURT AWARDS	500,000.00	307,434.98		307,434.98
0140117020 4299	VETERAN'S ORGANIZATION	10,000.00	0.00		0.00
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 ENCUMBERED: CURRENT PERIOD AMO ENVIRONMENTAL 18	763,300.00	436,909.75	1,799.00 53,292.40	381,818.35

EMERGENCY DECLARATION

WHEREAS, Section 603(a) of the Administrative Code of the City of Scranton requires bidding for the purchase, leasing or renting of goods, properties, services or supplies, for all contracts in the amount of \$21,000.00 or in excess thereof; and

WHEREAS, under Section 603(b) of the Administrative Code, the bidding requirements established by the Administrative Code may be waived in the event of an emergency; and

WHEREAS, under Section 603(e)(1) of the Code, provision is made for the purchase, leasing or renting of all goods, properties or services or supplies which shall not require advertising or bidding in matters involving an emergency for the maintenance of any public works in the City in the event that an emergency arises with regard to such work.

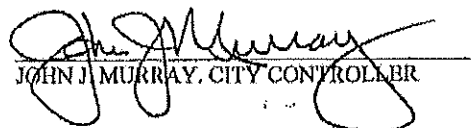
NOW THEREFORE, I do hereby declare from 6:00PM on Wednesday, December 16th, 2020 through 6:00 PM Friday, December 18th, 2020 due to the impending threat of snow resulting from extreme winter weather conditions affecting the health, welfare and safety of residents of the City of Scranton, that an emergency exists and hereby authorize the Department of Public Works to hire any or all of the following: DeNaples/Degilio; Scartelli General Contractor's Inc.; P & J Washo; RLB Enterprises; P. Morell Snow Plow; Perry's General Contracting; the Green Scene; Sal Scramali (Mr. Mulch); Scranton Craftsman; Fabcor; Jim Levy; A. Petitto Trucking; Jim Gallagher; Bowen Excavating and Landscaping; Sam's Hauling/Plowing; Pioneer Construction; Sparrow Construction; Rich Gilroy; Sam Kuchwara; Bob Sheridan; Fred Spott Associates; S.S.A.; D & S Auto; Winco; Digg It; Lawn Master Landscaping (Joe Brennan, Mark Popple); Titan Tree; Valvano Construction; Linde Construction; TSB; Artistic Excavating, Inc.; Greg Aniska; Joe Spano; Rick Coyer; Bobby Franklin and Robert Burke; K.O. Paving, and M.G. Enterprise; Montage Landscaping; Latonia Construction; Northeast Sealcoating and Zanghi Sun and Snow to help with snow plowing and removal of snow throughout the City.


PAIGE G. COGNETTI, MAYOR

NOW THEREFORE, I do hereby declare from 6:00PM on Wednesday, December 16th, 2020 through 6:00 PM, Friday, December 18th, 2020 due to the impending threat of snow from extreme winter weather conditions affecting the health, welfare and safety of residents of the City of Scranton, that an emergency exists and hereby authorize the Department of Public Works to hire any or all of the following: DeNaples/Degilio; Scartelli General Contractor's Inc.; P & J Washo; RLB Enterprises; P. Morell Snow Plow; Perry's General Contracting; the Green Scene; Sal Scramali (Mr. Mulch); Scranton Craftsman; Fabcor; Jim Levy; A. Petitto Trucking; Jim Gallagher; Bowen Excavating and Landscaping; Sam's Hauling/Plowing; Pioneer Construction; Sparrow Construction; Rich Gilroy; Sam Kuchwara; Bob Sheridan; Fred Spott Associates; S.S.A.; D & S Auto; Winco; Digg It; Lawn Master Landscaping (Joe Brennan, Mark Popple); Titan Tree; Valvano Construction; Linde Construction; TSB; Artistic Excavating, Inc.; Greg Aniska; Joe Spano; Rick Coyer; Bobby Franklin and Robert Burke; K.O. Paving, and M.G. Enterprise; Montage Landscaping; Latonia Construction; Northeast Sealcoating and Zanghi Sun and Snow to help with snow plowing and removal of snow throughout the City.

RECEIVED
DEC 15 2020

OFFICE OF CITY
COUNCIL/CITY CLERK


JOHN J. MURRAY, CITY CONTROLLER



DEPARTMENT OF PUBLIC WORKS

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

RATES FOR EMERGENCY PRIVATELY OWNED EQUIPMENT

ALL EQUIPMENT LISTED INCLUDES AN OPERATOR

ALL INVOICES MUST INCLUDE:

DATE/HOURS, TYPE OF EQUIPMENT, TIME IN AND TIME OUT

BOB CAT	\$ 85.00
1 TON TRUCK W/PLOW & SPREADER	\$100.00
TRI - AXEL	\$150.00
BACK HOE	\$150.00
FRONT END LOADER	\$170.00

**SCRANTON POLICE PENSION
COMMISSION MEETING**

VIRTUAL MEETING
NOVEMBER 18, 2020

RECEIVED
DEC 16 2020

BOARD MEMBERS

1. THOMAS TOLAN- PRESENT
2. JUSTIN BUTLER- PRESENT
3. NANCY KRAKE- PRESENT
4. JOHN MURRAY-PRESENT
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- PRESENT

OFFICE OF CITY
COUNCIL/CITY CLERK

MINUTES FROM WEDNESDAY OCTOBER 21, 2020 MEETING OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE BY CAMMEROTA TO APPROVE THE MINUTES AND SECONDED BY BUTLER. MOTION PASSED.

BILLS:

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. OCTOBER 20, 2020 THRU NOVEMBER 16, 2020 TO THE AMOUNT OF 362.50

A MOTION MADE BY BUTLER TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 362.50 FROM OCTOBER 20, 2020 THRU NOVEMBER 16, 2020. SECONDED BY MURRAY, ALL IN FAVOR MOTION PASSED.

COMMUNICATION:

A MOTION WAS MADE BY CAMMEROTA TO GRANT NELSON ANCHERANI A PENSION. SECONDED BY BUTLER AND MOTION PASSED.

A MOTION WAS MADE BY BUTLER TO REFUND GIOVANNI DONVITO ALL PENSION CONTRIBUTIONS AMOUNT 8,865.75 DUE TO HIS RESIGNATION.

A MOTION TO ADJOURN WAS MADE BY BUTLER AND SECONDED BY CAMMEROTA. MEETING ADJOURNED AT 1009HRS.

RECEIVED

DEC 22 2020

IN RE: CITY OF SCRANTON
REQUEST TO INCREASE LOCAL
SERVICES TAX FOR FISCAL YEAR
2021

:
:
:
:
:

OFFICE OF CITY
COUNCIL/CITY CLERK
IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY

2020 CV 4862

RULE TO SHOW CAUSE

NOW, TO WIT, this 22ND day of DECEMBER, 2020, the City of Scranton having filed with this Honorable Court a Petition for Approval to Introduce an Ordinance for Public Debate That Would Levy the Local Services Tax at a Rate of One Hundred And Fifty-Six (\$156.00) Dollars Pursuant to the Municipalities Financial Recovery Act, 53 P.S. §11701.101 Et Seq. (the "Petition"), thus it is hereby Ordered that a Rule to Show Cause is Granted, returnable sec. reg., upon persons, individuals, associations, and businesses that are currently subject to the Local Services Tax.

Pursuant to Lackawanna County Rules of Civil Procedure Rule 440(c), IT IS FURTHER ORDERED THAT:

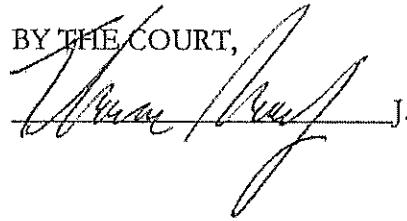
1. Notice of the filing of the Petition as well as the hearing date and time shall be published once in a newspaper of general circulation and once in the Lackawanna County Jurist at least Twenty (20) days prior to the hearing date.
2. Proof of the above ordered Publication, by way of affidavit, shall be filed prior to the hearing.
3. Anyone wishing to file a Response or Objection to the Petition must file the same on or before march 1, 2021 by 4:00 o'clock p.m. at the Clerk of Judicial Records Office Civil Division, Lackawanna County Government Center, 123 Wyoming, Ave 1st Floor, Scranton, PA 18503.
4. A hearing on the Petition is scheduled for the 19, day of march, 2021

at 9:30 A.m. either via videoconference with a link to be provided to the public to participate or, if feasible, in Courtroom Number TBA of the Lackawanna County

Courthouse, 200 ~~Adams~~ ^{N. Washington} Avenue, Scranton, PA 18503. before the Hon.

Thomas J. Munley

BY THE COURT,

 J.



RECEIVED
DEC 22 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Date: December 22, 2020

To: Members of
Scranton City Council

From: Eileen Cipriani
Executive Director

Re: Scranton, Pennsylvania
COVID -19 Reimbursements through Lackawanna County Cares Act Funding

In accordance with Resolution #50 passed by City Council on July 28, 2020, below please find a list of additional expenses incurred in the amount of \$2625.00. We are submitting the following expenses to Lackawanna County for reimbursement.

- Fire Department PPE \$2625.00

Total expenditures \$2625.00

Sincerely

Eileen Cipriani

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

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DEC 24 2020



OFFICE OF THE MAYOR

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4101

OFFICE OF CITY
COUNCIL/CITY CLERK

December 24, 2020

Dear Scranton Residents:

Throughout 2020, our administration has demonstrated how to govern through crisis.

Working in close collaboration with hospitals, epidemiologists, community health, emergency services and social service providers, education and business leaders, local, state and federal elected officials, including Scranton City Council, and other stakeholders, we have spent the year managing through unprecedented public health and economic crises.

While working tirelessly alongside our hospitals and healthcare providers to bring accurate information and support to mitigate the spread of COVID-19 in our City, we also have successfully navigated fiscal challenges due to the economic impact of the virus. Beyond our COVID-19 response, my priorities this past year have been to maintain public safety services despite the pandemic, help local businesses, and to oversee fiscal transparency and responsibility while operating with austerity.

Despite the myriad of adverse impacts the pandemic has caused, we project that we will end 2020 with a surplus, while paying our annual pension and debt obligations, and without increasing taxes. Through 2020 we made careful spending decisions and fostered a culture that encourages savings and acknowledges that City funds are taxpayer dollars that must be used to provide services and do the most good possible for the most residents and for Scranton's future.

The 2021 Budget was constructed maintaining these significant expenditure cuts while being realistic about revenue projections; revenues were set around or below 2020 projections to account for the extended impact of COVID-19 on the local economy, especially on household incomes. The revenue losses laid out in the 2021 Budget represent the impact of COVID-19, not a structural deficit. Rather, when we have recovered from the pandemic we anticipate local revenues to grow as the real estate market runs hot and Scranton is on the radar as one of America's most livable small cities. We are also analyzing the local tax structure with the goal of making changes that will help attract and retain businesses, open up more job opportunities, and ultimately reduce the tax burden on Scranton residents and wage-earners.

I know that so many of you have had to sacrifice and overcome many obstacles this past year, which is why we have worked very hard to do the same in City operations.

Through discipline, positivity, and cooperation throughout the City, each department did its part to rein in spending, including dozens of city administrative employees enduring furloughs. We deeply appreciate the sacrifice of those employees.

But running a city is not just about resources; it's about management of resources. All of our efforts are related. We are no longer operating City departments as silos – communication is strong between departments and the culture of ethical and responsible government permeates the City. The Ethics Code, gift policies, IT use policies, improved internal controls, and the new Whistleblower Hotline all set a foundation for integrity in our city government and prevent waste and abuse, help us build trust with our community, and ultimately reduce unnecessary spending.

The 2021 Budget as presented to City Council was crafted with strategic intent, to enable us to ensure that your city government works for you by improving services, modernizing processes, professionalizing how we do business, enhancing communication with residents, and fighting blight, with a focus on neighborhoods, public health, and public safety.

Three key pillars of my proposed budget included:

1. Continuing to improve the City's operational effectiveness and efficiency;
2. Implementing structural changes to deliver services supporting resident needs and economic growth; and
3. Building an organization capable of delivering results and a reputation for successful and fulfilling careers in local government.

City Council's version of the 2021 Budget presents a host of roadblocks on our path to success, but we will manage these as best we can. I will not sign City Council's Budget, as their amendments encumber our administration's ability in a host of ways, including managing an organization of more than 500 employees, retaining and attracting talent, collecting delinquent taxes, engaging with residents in their neighborhoods, and fighting blight by demolishing hazardous properties.

First and foremost, the decision to restrict contingency funding fails to adequately reflect the current economic uncertainty occurring not just here but throughout the world. Now more than ever, we need greater flexibility to quickly adapt to all of the unknowns of our new COVID-19 existence while continuing to provide quality City services. Such restrictions may also lead to possible shortfalls in support of critical projects aimed at sustaining our local small businesses at a time when they are struggling. A financial crisis is not the time to close the door on funding options.

Second, City Council's amendments strip away funding for demolition of blighted structures throughout the City. This past year, we have seen firsthand the widespread and lasting impact of remediating blight throughout the City – demolishing

neighborhood eyesores improves the morale and property values of our City as a whole and each of our neighborhoods, block by block. We will continue and build upon this progress, but unfortunately will be limited with the budgetary cuts from City Council. We will look for innovative ways to maximize our efforts in this area and forge ahead on this critical initiative.

Finally, my proposed 2021 Budget focused on creating a city government structure equipped for efficiency and progress. The requested organization changes were designed to drive the City's operational performance and change management for a more modern and relevant city to better serve you. The positions approved will bring discipline to city projects and increase capacity for city services. However, a Chief of Staff would have ensured that all departments are working together as efficiently as possible and stakeholders are engaged at every turn. It would have afforded me and the Business Administrator greater capacity to focus on both short- and long-term recovery for the City. The absence of this position does not lend itself to efficient government operations, or allow us capacity to respond to City Council and stakeholder requests and questions within the timeframes that we would all prefer.

Furthermore, refusal to fund a Deputy Superintendent of Police limits the City's capability to respond to and communicate critical public safety issues, which is more important now than ever. Failure to fund a Confidential Human Resources Administrator will severely hinder sensitive personnel work and collective bargaining coming due over the next two years and ongoing grievance negotiation preparations. By reducing the role of the Parks and Recreation Manager, and cutting "Neighborhoods" from the department, our initiatives for parks, recreation, and neighborhood engagement will be curtailed and slowed, at a time when recreational outlets for our children have become more needed and used than ever.

Additionally, salary increases for certain positions were aimed at fixing historical imbalances and ensuring the attraction and retention of talented and motivated leadership in the City. City Council's rejection of these increases does not support the message that these dedicated public servants are valued or appreciated.

Many positions within the City are compensated at rates significantly less than those similarly situated in other peer municipalities and up the street at the School District. The Director of Community Development, for example, will take on managing two more departments in 2021 and make roughly half of that of her peers in similar PA cities.

Unequal pay structures lend themselves to reduced productivity and participation, and run the risk of increasing employee turnover. We cannot afford to be shortsighted as we seek to capture momentum in 2021 and capitalize on growth opportunities.

Our administration hires on merit, not connections. Refusing to respect the hard-working professionals in the City puts us at risk of losing key employees and impedes our efforts to hire the most qualified candidates to tackle the problems we face.

Failure to fund internships reduces our capacity for improvement projects, particularly with regard to our new operating platform and our efforts to promote community outreach. It also eliminates a key method of attracting local talent to the City and building a bench of talent that can help us make progress for years to come.

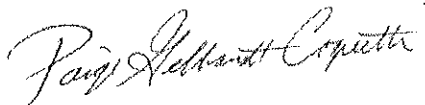
Despite these setbacks, myself and the team of public servants at the City remain dedicated to weathering the storm caused by COVID-19 while providing prompt, quality public services and continuing the City's road to financial recovery.

As I said earlier, running a city is about management of resources, and that is what we will do. The team of dedicated public servants at the City and I are focused on weathering the storm caused by COVID-19 while improving the delivery of services and the efficiency of operations as we travel on the City's road to financial recovery.

I am incredibly proud of the strides we have made this year, and we will keep pushing hard in 2021 and beyond to show you what local government *can be*, remain responsible stewards of your hard-earned dollars and work toward reducing your tax burden, and collaborate with you to improve our programs and services.

I look forward to working with you, City Council, and all stakeholders as we turn to a new year and aspire to create the best possible version of the City we all love.

Sincerely,

A handwritten signature in cursive script, reading "Paige Gebhardt Cognetti".

Paige Gebhardt Cognetti, Mayor

CC: City Employees
City Council
City Controller

SCRANTON/LACKAWANNA HEALTH AND WELFARE AUTHORITY

LACKAWANNA COUNTY GOVT CENTER • P.O Box 860 • 123 WYOMING AVENUE, • SCRANTON, PA 18501-0860

RECEIVED

DEC 29 2020

(570) 342-2353
FAX (570) 342-4088

December 22, 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

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

RE: SCRANTON-LACKAWANNA HEALTH & WELFARE AUTHORITY MINUTES

Dear Ms. Reed:

Pursuant to the Pennsylvania Municipality Authorities Act of 1945, enclosed you will find the Minutes of the Scranton-Lackawanna Health & Welfare Authority's Regular Board Meeting of August 20, 2020.

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

Sincerely,



Mary Ellen Clarke
Asst. Administrator

Enc.

SCRANTON LACKAWANNA HEALTH & WELFARE AUTHORITY
MINUTES OF MEETING
August 20, 2020

Attended By:

Authority Members:

Vincent O'Bell, Chairman
William Lazor, Vice Chairman
Jerry Weinberger, Secretary
John Granahan, Asst. Secretary

David Phaneuf, Treasurer
Victor Giambrone, Asst. Treasurer
Gary Cicerini, Member

Staff Members

Brian Koscelansky, Solicitor
Mary Ellen Clarke, Asst. Administrator

Atty. Koscelansky called The TEFRA hearing for Scranton Preparatory School to order at 5PM. In attendance were Atty. Koscelansky, Esq. of Stevens & Lee, Bond Council, Vincent O'Bell, William Lazor, Jerry Weinberger, John Granahan, David Phaneuf, Victor Giambrone, Gary Cicerini, Board Members of the Authority and Mary Ellen Clarke, Assistant Administrator of the Authority.

Mr. O'Bell, the Chairman of the Scranton Lackawanna Health and Welfare Authority called the regular board meeting to order at 5:00PM.

I. APPROVAL OF MINUTES

Mr. O'Bell presented the Minutes of the January 16, 2020, meeting which had previously been mailed to the board members. Mr. Granahan moved that the minutes be approved as presented. Mr. Lazor seconded the motion and it passed unanimously.

II. TREASURER'S REPORT

A. Approval of Expenditures

Mr. Phaneuf presented the Treasurer's Reports for January thru July 2020, a copy of which is incorporated with the Minutes of this Meeting. As of July 31, 2020, expenditures total \$42,543.47. The balance in the Budget is \$23,056.53. The balance in the Operating Fund is \$52,160.26. Income received and deposited for the months of Jan-July total \$39.52. With no questions, a motion was made by Mr. Lazor to approve the Treasurer's Report for July 31, 2020. Mr. Weinberger seconded the motion and it passed unanimously.

B. Investment Report

Mr. Phaneuf stated that in May three CD's matured for a total of \$677,022.07. Due to extremely low rates, that amount was put in the checking account temporarily until we received better rates in July when two CD's were purchased at People's Security. One for 9 months at 0.65% and one for 12 months at 0.70%.

Earlier this month, three CD's matured at P S Bank for a total of \$490,063.62. A new CD was purchased at Citizens Savings for 15 months at 0.85%. Another CD will mature later this month and another in September.

III. **NEW BUSINESS**

A. **2019 Audit – Michael Barbetti LLC**

Due to the pandemic, the audit was sent to the board by email and approved by all members in June. Mr. Lazor worked with Don Piragas of Michael Barbetti on the final copy of the 2019 Audit in order to present it to the Commissioners by the due date of June 30, 2020. A motion to ratify the approval of the 2019 Audit was made by David Phaneuf and seconded by Mr. Lazor. It passed unanimously. Mr. O'Bell thanked Mr. Lazor for his assistance with the 2019 Audit.

B. **Michael A. Barbetti, LLC – Engagement Letter – 2020, 2021, 2022**

Mr. O'Bell stated that Michael A. Barbetti has submitted an Engagement Letter for the years 2020, 2021 and 2022 with no increase in the Auditing Fee. The board discussed the Engagement Letter and Mr. Lazor stated that the fee is very reasonable and entirely appropriate for the work required. Being that there may be a few new projects this year, the fee may be adjusted accordingly. A motion was made by Mr. Weinberger to approve the Engagement Letter. It was seconded by Mr. Lazor and passed unanimously.

C. **Scranton Preparatory School Project - Resolution**

Atty. Koscelansky presented a Resolution for the board's consideration on a project for Scranton Preparatory School in an amount not to exceed \$18,000,000.00. This is also the Public Hearing for the project which was advertised. No members of the public are in attendance. The project is a refunding of a Lackawanna County IDA Revenue Bond, Series 2010 switching from Wells Fargo Bank to a local bank. There is very little new money, approximately \$500,000-\$600,000 for technology and things around campus.

This will be done in two parts; a tax-exempt portion and a taxable piece done this year. The Taxable piece will revert to tax-exempt in January when we open again to the \$10 million bank qualified debt. All documents will be done at some point and this Resolution covers all of that.

If approved tonight, documents will be sent to the City and the County for approval. Hopefully it can be wrapped up in October or November of this year.

A motion was made by Mr. Granahan to approve the Resolution as presented. It was seconded by Mr. Giambrone and passed unanimously.

The TEFRA hearing adjourned at 5:15PM

IV. **OTHER BUSINESS**

A. **Northeastern Child Care Services Update**

Atty. Koscelansky explained that due to the COVID-19 pandemic, unfortunately Northeastern Child Care Services had to shut down in March. They are still working and redesigning some of the plans and are cautiously optimistic that this will still be able to close before end of the year. Atty. Koscelansky will touch base with their financial adviser for an update.

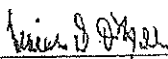
Scranton Lackawanna Health & Welfare Authority
August 20, 2020

B. Howard Gardner - Update

Atty. Koscelansky explained that Howard Gardner has received bids for construction, and they were much higher than anticipated. Hopefully they will get this straightened out and will close by September/October.

V. ADJOURNMENT

With no further business, Mr. Giambrone moved to adjourn the meeting. Mr. Lazor seconded, and the meeting adjourned at 5:20PM



CHAIRMAN



SECRETARY

FILE OF THE COUNCIL NO. _____

2021

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 118, of 2017, ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2018" BY AMENDING THE 2018 ACTION PLAN BY UTILIZING FIFTEEN THOUSAND (\$15,000.00) DOLLARS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PREVIOUSLY ALLOCATED TO BOYS AND GIRLS CLUB PARK IT PROGRAM TO HELP LOW INCOME MOTHERS RETAIN SUITABLE HOUSING THROUGH ST. JOSEPH'S CENTER'S MOTHER INFANT PROGRAM.

WHEREAS, the City of Scranton through the Office of Economic and Community Development requested funding in the amount of \$15,000.00 under the Community Development Block Grant in their 2018 Action Plan to fund the Boys and Girls Club Park It Program (See Exhibit A); and

WHEREAS, the Income Verification documentation necessary to reimburse the program could not be obtained; and

WHEREAS, the funding in the amount of \$15,000.00 cannot be reimbursed without the necessary documentation and therefore needs to be transferred to a program that can expend the money; and

WHEREAS, there is a substantial need for funding to help low income Mothers retain suitable housing; and

WHEREAS, the City plans to transfer the \$15,000.00 to St. Joseph's Mother Infant Program; and

WHEREAS, since the total funding for the project exceeds by more than ten (10%) percent from the amount identified in the 2018 Action Plan, the City is required to do a Substantial Amendment to the 2018 Annual Action Plan.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 118, of 2017, is hereby amended to amend the 2018 Action Plan by transferring \$15,000.00 from the Boys and Girls Club

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

Substantial Amendment for the transfer of CDBG funds.

Summary and Facts of the legislation

Due to incomplete income documentation needed by HUD, the funding of CDBG 2018 Boys and Girls Clubs of NEPA Park It Program (\$15,000) is being requested to move to 2020 St. Joseph's Center Mother Infant Program.

Purpose – please include the following in the explanation:

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

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

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

Due to a finding by HUD regarding income verification documentation, the funding of \$15,000 for CDBG 2018 Boys and Girls Clubs of NEPA Park It Program was not drawn. In order to use the funds quickly and efficiently, OECD is requesting to transfer the \$15,000 to CDBG 2020 St. Joseph's Center Mother Infant Program. By providing St. Joseph's Center with the funding, OECD will be able to draw the funding from IDIS in a timely manner.

Financial Impact – please include the following in the explanation:

Cost (initial and ongoing)

Benefits (initial and ongoing)

\$15,000.00

Funding Sources – please include the following in the explanation:

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

CDBG 2018 Boys and Girls Clubs of NEPA Park It Program

Priority Status/Deadlines, if any

Why should the Council unanimously support this legislation?

There is a substantial need for the funding to be spent in a timely manner and to low/moderate income individuals in Scranton.

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

St. Joseph's continuously invoices and spends their CDBG funding efficiently and effectively in previous funding years.

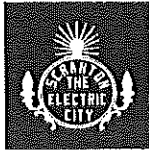
This ordinance is required to be tabled for 30 days per HUD requirements.

Applicant Name	Date Received	Address	Contact Person	Project Name	Project Description	Requested Amt.	OECD SCORE	Net. Obl.	Passed by City Council	AMENDMENT AMOUNT 6/2018
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 Homebuyer Program	To assist income qualified homebuyers purchase homes in the City of Scranton by providing assistance with down payment and closing costs ENPI	\$75,000.00	100%	LMI	\$75,000.00	\$220,000.00
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 HOME Admin	10% of each year's HOME funding must be used for reasonable administrative and planning costs, in compliance with HOME rules.	\$52,500.00	100%	NA	\$35,000.00	\$56,086.00
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 CHDO	CHDO is a non-profit community based organization that has staff with capacity to develop affordable housing for the community it serves. At least 15% of HOME funds must be set aside for CHDO. OECD will bid CHDO funding out.	\$50,000.00	100%	LMI	\$52,500.00	\$84,130.00
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 Homeowner Housing Rehab. Program	Rehabilitation of homes located in the City of Scranton to comply with City Codes. Eligibility is based on income. Must be a 1-unit home, must be the primary resident and applicant must not hold ownership in any other property.	\$125,000.00	100%	LMI	\$90,000.00	\$150,648.00
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 Rental Rehab. Program	The Rental Rehabilitation Program (RRP) was initiated by the City of Scranton's Economic and Community Development Department. In response to the local need for standard rental housing that is affordable to low income tenants, RRP provides owners of substandard residential rental property assistance is also provided. Since-family (up to four units) properties are eligible for this program.	\$100,000.00	100%	LMI	\$97,500.00	\$100,000.00
Total:						\$402,500.00			\$350,000.00	\$610,864.00

EXHIBIT

"A"

20190525



DEPARTMENT OF LAW

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

December 28, 2020

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

RECEIVED
DEC 28 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 118, of 2017, ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2018" BY AMENDING THE 2018 ACTION PLAN BY UTILIZING FIFTEEN THOUSAND (\$15,000.00) DOLLARS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PREVIOUSLY ALLOCATED TO BOYS AND GIRLS CLUB PARK IT PROGRAM TO HELP LOW INCOME MOTHERS RETAIN SUITABLE HOUSING THROUGH ST. JOSEPH'S CENTER'S MOTHER INFANT PROGRAM.

Very truly yours,

Joseph A. O'Brien, Esquire
City Solicitor

/pal

FILE OF THE COUNCIL NO. _____

2021

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH THE KEYSER VALLEY CITIZENS ASSOCIATION, INC. FOR USE OF THE PREMISES COMMONLY KNOWN AS KEYSER VALLEY COMMUNITY CENTER LOCATED AT 101 NORTH KEYSER AVENUE, SCRANTON, PENNSYLVANIA 18504 FOR A THREE-YEAR PERIOD COMMENCING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2023.

WHEREAS, THE CITY OF SCRANTON as the owner of certain lands would like to make them available on a lease rental basis to the Keyser Valley Citizens Association for a three year period commencing January 1, 2021, and ending December 31, 2023; and

WHEREAS, the Keyser Valley Citizens Association will maintain and insure the premises at no cost or expense to the City of Scranton and permit activities which benefit of the citizens of the City of Scranton; and

WHEREAS, the City of Scranton is desirous of executing and entering into a Lease Agreement with the Keyser Valley Citizens Association according to certain terms and conditions set forth in the Lease Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON AS FOLLOWS:

SECTION 1. The Mayor and other appropriate officials of the City of Scranton are hereby authorized to execute and enter into the Lease Agreement, substantially in the form attached hereto, made a part hereof, and marked as Exhibit "A" with the Keyser Valley Citizens Association for a three (3) year period commencing January 1, 2021, and ending December 31, 2023.

SECTION 2. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

SECTION 3. This Ordinance shall become effective retroactively to April 15, 2011.

SECTION 4. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not effect any other section, clause, provision or portion of this Ordinance so long as it remains legally

enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

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

Department of Licensing, Inspections and Permits

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

An Ordinance requesting ratifying and approving a lease for Keyser Valley Community Center.

- ***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 Ordinance allows the City to make the Keyser Valley Community Center available on a lease rental basis to the Keyser Valley Citizens Association for a three year period commencing January 1, 2021, and ending December 31, 2023. The Keyser Valley Citizens Association will maintain and insure the premises at no cost or expense to the City of Scranton and permit activities which benefit of the citizens of the City of Scranton.

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

Benefits - This directly benefits the citizens of Scranton by protecting their interest in the City owned building by entering into a lease with the Keyser Valley Citizens Association.

Downside – N/A.

- ***Financial Impact – please include the following in the explanation:***
 - ***Cost (initial and ongoing)***

The City will not incur any expenses.

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

The property will be maintained and insured at no cost..

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

N/A.

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

As soon as possible.

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

Legislative Cover Sheet – Scranton City Council

The benefit for the Citizens of Scranton to have a City owned property maintained and insured by the Keyser Valley Citizens Association.

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

None at this time.

LEASE AGREEMENT

Made this _____ day of _____, in the year of Two Thousand Twenty (2020), by and between:

The City of Scranton, 340 North Washington Avenue, Scranton, Lackawanna County, Pennsylvania, 18503, referred to as "Grantor,"

and

The Keyser Valley Citizens Association, Inc., hereinafter referred to as "Grantee",

WHEREAS, the Grantor wishes to enter into an Agreement with Grantee for the lease of space at the property commonly known as the Keyser Valley Community Center, 101 North Keyser Avenue, Scranton, Lackawanna County, Pennsylvania; and

WHEREAS, the Grantee wishes to lease and use said space for its personal use.

WITNESSETH that in consideration of the sum of One Dollar (\$1.00), in hand paid by the Grantee, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a lease for the use of the property commonly known as Keyser Valley Community Center described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF BY REFERENCE

Part of Map/PIN No.: _____ DBV _____ PG _____ et seq.

AND the Grantor, for itself, its successors, and signs, covenants and agrees with Grantee, its successors and assigns, as follows:

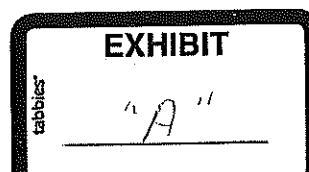
SECTION 1. CONSIDERATION.

In consideration of the mutual promises contained herein the parties intending to be legally bound, the Grantor leases to Grantee the premises for a three (3) year term. The various commitments and agreements of the Grantee regarding insurance of the premises, maintenance of the premises, and usage of the premises comprise part of the consideration for this lease transaction.

SECTION 2. TERM.

The initial term for this Lease Agreement shall be for a three (3) year period commencing January 1, 2021 and ending December 31, 2023.

SECTION 3. USE OF THE PREMISES.



a) Grantee shall use the leased premises for a facility for community events and for no other purposes. Grantee shall keep the premises open to all members of the public. Grantee shall make no alterations or improvements to the leased premises inconsistent with such use.

b) Grantee shall remain the tenant at all times during the pendency of this Lease, but is authorized to sublease the premises to third parties for limited events. Grantee is not permitted to assign this Lease to any third party. Grantor agrees that it shall remain responsible for compliance with all terms and conditions of this Lease.

c) Grantee shall not permit any unlawful or immoral use of the premises and shall at its own expense properly comply with all present and future laws, notices, ordinances, orders, regulations and recommendations of the Federal, State and Local Authorities pertaining to use of occupancy, maintenance and improvement of the premises.

SECTION 4. NON-EXCLUSIVE USE OF THE PREMISES.

While the premises may be utilized for community events, the Grantee agrees to provide the Grantor with a schedule detailing the monthly usage of the premises for scheduled events.

SECTION 5. UTILITY CHARGES.

During the period of this Lease, Grantee shall pay all rents and charges for any utility services furnished for use upon or in connection with the premises as the same shall be due during the continuance of this lease and shall not be authorized to obligate the Grantor for any charges for utility service or costs or expenses related to the utilities.

SECTION 6. TRASH REMOVAL.

All garbage, rubbish, refuse matter now or hereinafter on said premises shall be removed at the cost of the Grantee at least once a week.

SECTION 7. PREMISES ACCEPTED AS IS.

Grantee accept the entire premises as they are after full examination of their present condition without any representation having been made by any agent of the Grantor. The Grantee can take the necessary steps to make and maintain the entire premises safe in all respects at its own expense. Grantee further agrees to keep the entire premises in good order and repair at all times during the continuance of this lease.

Any and all improvements or alterations to the property must be approved by the City.

SECTION 8. USE BY CITY.

Grantee accepts the premises subject to the interest of the Grantor in and to any area which is not currently used, or which hereafter is not used for events. In the event the Grantor wants to use portions of the herein described premises at any time and in any manner whatsoever, said premises may be used by Grantor for municipal purposes.

SECTION 9. THIRD PARTY AGREEMENTS.

Grantee may enter into any Third Party Agreements for the use of the premises by other parties at its sole discretion, but shall remain liable for the premises at all times during the pendency of this Lease.

SECTION 10. INDEMNIFICATION.

Grantee does hereby release and discharge Grantor, its agents, and employees from any and all liability associated with the Grantee's occupancy and usage of the premises and agrees to indemnify Grantor from all liability and causes of action for damages arising from any injuries to any person and/or damaged property of the Grantee, its agents, representatives or members or to any person or the property of any other person on the premises or present or future condition of the premises.

SECTION 11. INSURANCE.

During the pendency of this Lease, Grantee does hereby agree to maintain at all times a liability insurance policy with limits not less than \$1,000,000.00 in which policy the City of Scranton should be joined as an additional insured at no cost to the Grantor. Upon execution of the agreement and thereafter on an annual basis, an annual certificate of insurance coverage must be furnished as proof that the association is in compliance with the requirements stated herein.

SECTION 12. PERMANENT IMPROVEMENTS.

No permanent improvements or alterations of any kind shall be made on the leased premises by the Grantee without the prior written consent of the Mayor.

SECTION 13. LEASEHOLD IMPROVEMENTS.

Grantee shall make all necessary improvements to the premises required to adapt same to its occupancy and permitted use. Plans and specifications for Grantee's improvements shall be submitted to and approved by the City of Scranton prior to the commencement of the construction of such improvements.

SECTION 14. LESSOR MAY ENTER.

Grantee shall permit Grantor and all authorized agents, representatives and employees of Grantor to enter upon the premises from time to time to inspect the premises.

SECTION 15. DEFAULT.

a) It is agreed that the happening of any of the following events shall constitute a default by Grantee:

(1) The failure of Grantee to maintain its non-profit corporate status and to continue to operate the premises as contemplated by this Lease.

(2) The breach of any of the terms and conditions of this Lease.

b) Upon the happening of any of the events of default above enumerated, Grantor shall then and thereafter have the right to terminate this Lease by notice in writing, or by posting upon the premises a notice in writing that term is at an end, and thereafter Grantor and its agents and representatives may enter upon the premises and take possession thereof with or without Writ of Possession, and hold and retain possession thereof, and at the option of Grantor may lease the same to others for Grantor's own use and benefit. Grantor by so taking possession of the premises, shall not be deemed a trespasser, and the Grantee hereby release Grantor and its agents and representatives, and each and all of them, from any and all errors, damages and claims that may arise by reason of the proper and reasonable exercise of any of the remedies provided for herein.

c) It is agreed that an amicable action of ejectment may be entered in the Court of Common Pleas of Lackawanna County in which Grantor shall be Plaintiff, and Grantees and all who come into possession of the premises during the term of this Lease or under Grantee shall be Defendants, and Grantee hereby confesses judgment in said action, and agree that in the event of default, as hereinabove defined, a Writ of Possession with clause permitting collection of all costs may be issued forthwith and reissued from time to time; and any attorney of any Court of record in Pennsylvania is hereby authorized to appear for the Defendants in said amicable action of ejectment and confess judgment in ejectment as above provided.

d) Waiver by the Grantor of any default in performance by Grantee of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

SECTION 16. TERMINATION BY DEFAULT.

At the option of the Grantor, in any case of default or breach of covenant by Grantee, this Lease shall immediately terminate and Grantor may signify its exercise of any option to terminate by written notice to

that effect delivered to Grantee by certified mail. When this Lease shall be terminated, whether by default as aforesaid or by expiration of the term, any attorney of a court of record may thereafter appear for Grantee in an amicable action of ejectment brought by Grantor in the Court of Common Pleas of Lackawanna County for the recovery of possession of the premises, and therein confess judgment in favor of Grantor and against Grantee for which this Agreement shall be sufficient authority and warrant; and Grantor may immediately issue thereof a writ of habere facias possession or any other proper writ of possession of said premises. If for any reason after any such action and ejectment has been commenced and the same shall be terminated and the premises remain in or be restored to the Grantee, Grantor shall have the right in the event of any default or defaults to bring one or more further amicable actions of ejectment with the authority to confess judgment against Grantee, in manner and form hereinbefore set forth, by reason of such subsequent default. Grantee waives and releases all damages by way of any legal or other proceedings had in pursuance of law.

SECTION 17. TERMINATION BY LESSOR.

Grantor may terminate this lease at any time it should determined that public necessity and convenience require it to do so, by serving upon Grantee in the manner herein provided, a written notice of its election so to terminate, which notice shall be served at least five (5) days prior to the date in the notice named for such termination.

SECTION 18. SURRENDER OF PREMISES.

a) Grantee hereby accepts notice to quit, remove from, and surrender up possession of the premises to Grantor at the end of the term, unless the term is renewed in accordance with the terms and conditions of this Lease, or whenever this Lease shall be terminated either in accordance with its terms or by forfeiture of any condition of the lease. No further notice to that effect shall be required, being hereby expressly waived.

b) At the expiration of this Lease, or at any sooner termination, the Grantee will quit and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the term, reasonable wear, tear, and damage by the elements excepted. Grantee further agrees to leave the premises free from all nuisance and dangerous and defective conditions.

SECTION 19. PERFORMANCE OF COVENANTS.

All covenants and conditions herein are to be performed by Grantee without demand; therefore, such demand being hereby waived by Grantee.

SECTION 20. ENTIRE AGREEMENT.

It is further understood that the entire Agreement between the parties is embodied in the Agreement and that there are no implied or other warranties or covenants on the part of the Grantor nor are there any further agreements, written, verbal or oral, either contemporaneous or otherwise, between the parties hereto, affecting the subject matter of this Agreement and that no part or item of this Agreement between the parties hereto, affecting the subject matter of this Agreement and that no part or item of this Agreement between the parties have been omitted.

SECTION 21. NOTICES.

All notices required under the terms and provisions of this lease shall be in writing and mailed by United States Registered Mail, Return Receipt Requested, postage prepaid, to Grantor or Grantee, as the case may be, at the addresses set forth below, other address as either party may hereafter direct, by notice given in like manner. All written notices so mailed shall be effective as of 5:00 p.m. on the third full business day next following the day that the notice is mailed, as shown by the official Post Office receipt of mailing:

GRANTOR:

City of Scranton
Law Department

340 North Washington Avenue
Scranton, PA 18503

GRANTEE:

Keyser Valley Citizens Association, Inc.
c/o Sandy Corby
101 North Keyser Avenue
Scranton, PA 18504

SECTION 22. SUCCESSORS IN INTEREST.

The terms Grantor and Grantee shall include their successors and assigns as the case may be, and this Lease shall enure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns, subject to the restriction on assignment and subletting herein set forth. The use of the singular term in all cases shall be deemed to include the plural.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

COUNTERSIGNED:

CITY OF SCRANTON

BY: _____
CITY CONTROLLER

BY: _____
MAYOR

ATTEST:

BY: _____
CITY CLERK

BY: _____
DIRECTOR, LICENSING, INSPECTIONS &
PERMITS

APPROVED AS TO FORM:

BY: _____
CITY SOLICITOR

BY: _____
PRESIDENT

ATTEST BY:

SECRETARY

COMMONWEALTH OF PENNSYLVANIA :

ss.

COUNTY OF LACKAWANNA :

On this _____ day of _____, 20____, before me the subscriber, a notary public, in and for the Commonwealth and County, personally appeared:

known to me or (or satisfactorily proven) to be the persons whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes within.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year first above written.

Notary Public

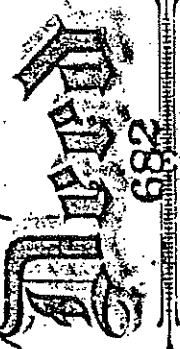
I HEREBY CERTIFY that the precise address of the Grantee herein is:

Grantee/Solicitor for Grantee

Recorded in the office for Recorder of Deeds
in and for Lackawanna County, Pennsylvania
in Deed Book 1016 Page 8 123-128 incl.
Witness my hand and seal of this office the
22nd day Oct., A.D. 1980.

Anne Marie Legan
Recorder of Deeds

Commonwealth of Pennsylvania
filed No. 9557 136



THE KEYSER VALLEY CITIZENS
ASSOCIATION OF SCRANTON,
LACKAWANNA COUNTY, PENNSYLVANIA

TWO

THE CITY OF SCRANTON

W
Dated, Oct 16 1980
FILED FOR RECORD
OCT 22 2 52 PM '80
STAMPS
TAX

Al. Neaderhiser
Asst City Solicitor
STROHL & DATTOLA
ATTORNEYS AT LAW
10TH FLOOR PENN SECURITY BANK BUILDING
SCRANTON, PA. 18503

Commonwealth of Pennsylvania }
County of Lacka. } SS:

Recorded on this 22nd day of Oct., A.D. 1980
in the Recorder's Office of said County

Nineteen hundred and eighty (1980).

Between THE KEYSER VALLEY CITIZENS ASSOCIATION OF SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA, A Non-Profit Association, whose Charter is duly recorded in Charter Book, Volume 8, page 353 in the Office of the Recorder of Deeds of Lackawanna County, Pennsylvania, Party of the First Part, GRANTOR

A
N
D

THE CITY OF SCRANTON, a Municipal Corporation, of the City of Scranton, Lackawanna County, Pennsylvania, Party of the Second Part, GRANTEE

City of Scranton, That in consideration of One (\$1.00) _____

_____ Dollars;
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee ,

All those pieces or parcels of land situate, lying and being in the City of Scranton, County of Lackawanna and State of Pennsylvania, bounded and described as follows, to wit:

Parcel One:

ALL the following described piece or parcel of land situate in the Twenty-first Ward of the City of Scranton, County of Lackawanna and State of Pennsylvania described as follows: Being Lot No. 297, in Block No. 3, upon Kramer and Levy plot of lots in Keyser Valley Twenty-first Ward, Scranton, Pa., the said plot being recorded in Map Book No. 1 at page 124, in the Recorder's Office for recording deeds of Lackawanna County, the said lot being forty (40) feet in front, forty (40) feet in rear and one hundred forty-five (145) feet in depth, more or less, and fronting upon street known as Jackson Street, being part of a certain tract of land conveyed by the Lackawanna Iron & Coal Company to Joseph Levy and Samuel N. Kramer, by deed acknowledged the 6th day of August, A.D., 1903, and recorded in Deed Book 202, at page 204, in the office for recording deeds in Lackawanna County: the said Joseph Levy and Fannie G. Levy, his wife, having conveyed their interest in the aforesaid tract to Samuel N. Kramer by deed acknowledged the 17th day of August, A.D. 1904, and recorded in Deed Book No. 206, at page 263, in the office for recording of deeds in Lackawanna County. Together with a perpetual privilege of enclosing, occupying and using twenty (20) feet of land in front of the front line of the above mentioned lot, piece or parcel of land on Jackson Street aforesaid for yard, lawn, flowers, trees, shrubbery, porch, piazza, baywindow or vault, but for no other purpose. Excepting and reserving, however, all coal and minerals beneath the surface of and belonging to said land, together with the right to mine the same, in the same manner that the said rights are excepted and reserved in the deeds aforesaid from the Lackawanna Iron & Coal Company to Samuel N. Kramer, and from Joseph Levy and wife to Samuel N. Kramer. The said premises are designated according to the Assessment Map of the City of Scranton as Ward 21, Block 167, Lot 297.

lots in Keyser Valley Twenty-first Ward, Scranton, Pa., the said plot being recorded in Map Book 1 at page 124, in the Recorder's Office for recording deeds of Lackawanna County, the said lot being forty (40) feet in front, forty (40) feet in rear and one hundred forty-five (145) feet in depth, more or less, and fronting upon street known as Jackson Street, being part of a certain tract of land conveyed by the Lackawanna Iron & Coal Company to Joseph Levy and Samuel N. Kramer, by deed acknowledged the 6th day of August, A.D., 1903, and recorded in Deed Book 202, at page 204, in the office for recording deeds in Lackawanna County; the said Joseph Levy and Fannie G. Levy, his wife, having conveyed their interest in the aforesaid tract to Samuel N. Kramer by deed acknowledged the 17th day of August, A.D. 1904, and recorded in Deed Book No. 206, at page 263, in the office for recording of deeds in Lackawanna County. Together with a perpetual privilege of enclosing, occupying and using twenty (20) feet of land in front of the front line of the above mentioned lot, piece or parcel of land on Jackson Street aforesaid for yard, lawn, flowers, trees, shrubbery, porch, piazza, baywindow or vault, but for no other purpose. Excepting and reserving, however, all coal and minerals beneath the surface of and belonging to said land, together with the right to mine the same, in the same manner that the said rights are excepted and reserved in the deeds aforesaid from the Lackawanna Iron and Coal Company to Samuel N. Kramer, and from Joseph Levy and wife to Samuel N. Kramer. The said premises are designated according to the Assessment Map of the City of Scranton as Ward 21, Block 167, Lot 298.

PARCEL THREE:

All the following described piece or parcel of land situate in the Twenty-first Ward of the City of Scranton, County of Lackawanna and State of Pennsylvania, described as follows: Being Lot No. 299, in Block No. 3, upon Kramer and Levy plot of lots in Keyser Valley Twenty-first Ward, Scranton, Pa., the said plot being recorded in Map Book No. 1 at page 124, in the Recorder's Office for recording deeds of Lackawanna County, the said lot being forty (40) feet in front, forty (40) feet in rear and one hundred forty-five (145) feet in depth, more or less, and fronting upon street known as Jackson Street, being part of a certain tract of land conveyed by the Lackawanna Iron & Coal Company to Joseph Levy and Samuel N. Kramer, by deed acknowledged the 6th day of August, A.D., 1903, and recorded in Deed Book 202, at page 204, in the office for Recording deeds in Lackawanna County; the said Joseph Levy and Fannie G. Levy, his wife, having conveyed their interest in the aforesaid tract to Samuel N. Kramer by deed acknowledged the 17th day of August, A.D. 1904, and recorded in Deed Book No. 206, at page 263, in the office for recording of Deeds in Lackawanna County. Together with a perpetual privilege of enclosing, occupying and using twenty (20) feet of land in front of the front line of the above mentioned lot, piece or parcel of land on Jackson Street aforesaid for yard, lawn, flowers, trees, shrubbery, porch, piazza, baywindow or vault, but for no other purpose. Excepting

CONTINUED ON ATTACHED SHEET

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Harley N. Strobel *Albert B. Marking*
Notary Public, City of Scranton

This *10th* day of *October*, *1980*

and reserving, however, all coal and minerals beneath the surface of and belonging to said land, together with the right to mine the same, in the same manner that the said rights are excepted and reserved in the deeds aforesaid from the Lackawanna Iron & Coal Company to Samuel N. Kramer, and from Joseph Levy and wife to Samuel N. Kramer. The said premises are designated according to the Assessment Map of the City of Scranton as Ward 21, Block 167, Lot 299.

Being the same premises for which the Grantor herein instituted an Action to Quiet Title to No. 2807 Civ 1980 in the Court of Common Pleas of Lackawanna County in which the Grantor, on June 11, 1980, was declared the owner in fee simple. A certified copy of the Final Judgment dated July 14, 1980 was duly recorded in the Office of the Recorder of Deeds of Lackawanna County in Deed Book 1008 pages 274-278 incl.

This is a deed in lieu of condemnation, and is made in pursuance of a Resolution of Grantor made at a meeting held on October 7, 1980,

AND the said grantor, do es hereby ~~with~~ specially the property hereby conveyed,

In Witness Whereof, said grantor has hereunto set hand and seal the day and year first above written.

THE KEYSER VALLEY CITIZENS ASSOCIATION OF
SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA

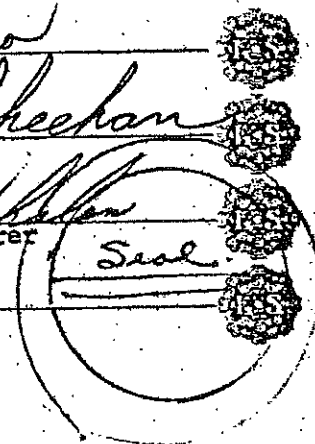
Signed, Sealed and Delivered
In the Presence of

Robert Schmidt
Joseph Renshaw

By: Dennis A. Urso
President

Robert J. Sheehan
Vice-President

William P. Whalen
Secretary-Treasurer



Commonwealth of Pennsylvania } SS.
County of LACKAWANNA

On this, the 16th day of October 19 80, before me, a Notary Public

the undersigned officer, personally appeared Dennis A. Urso, Robert Sheehan, William P. Whalen, the officers of the Keyser Valley Citizens Association of Scranton, Lackawanna County, Pennsylvania known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

MY COMMISSION EXPIRES
June 13, 1983

Mary Jane Beemer
Mary Jane Beemer, Notary Public
Scranton, Lackawanna Co., PA.
My Commission Expires June 13, 1983

SECTION I
(COMPLETE FOR ALL TRANSACTIONS)

Keyser Valley Citizen Association

Scranton, Pennsylvania

GRANTOR (S)

ADDRESS

ZIP CODE

City of Scranton

Municipal Building Scranton Pennsylvania 18503

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

Jackson Street

R.D. STREET & NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$

HIGHEST ASSESSED VALUE \$

FAIR MARKET VALUE \$

REALTY TRANSFER TAX PAID \$

TAX EXEMPT TRANSACTIONS; IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW. Conveyance is made in lieu of condemnation.

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

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

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER

ADDRESS

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

OFFICIAL CONDUCTING SALE

NAME

ADDRESS

TITLE

SUCCESSFUL BIDDER

NAME

ADDRESS

TITLE

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

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS

15th

DAY OF

October

1980

Mary Ann Becker

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

Recorded in the office for Recorder of Deeds
in and for Lackawanna County, Pennsylvania
in Deed Book 1016 Page 3 123-128 incl.
Witness my hand and seal of this office the
22nd day Oct., A.D. 1980.

Anne Marie Legan
Recorder of Deeds

THE KEYSER VALLEY CITIZENS
ASSOCIATION OF SCRANTON,
LACKAWANNA COUNTY, PENNSYLVANIA

TCD

THE CITY OF SCRANTON

Dated, Oct 16 1980

FILED FOR RECORD
OCT 22 2 52 PM '80
115 STAMPS
TAX

Al. MacKaye
Asst City Collector

STROHL & DATTOLA
ATTORNEYS AT LAW
10TH FLOOR PENN SECURITY BANK BUILDING
SCRANTON, PA. 18503

Commonwealth of Pennsylvania } 33a
County of Lacka.

Recorded on this 22nd day of Oct., A.D. 1980
in the Recorder's Office of said County



DEPARTMENT OF LAW

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

December 29, 2020

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

RECEIVED
DEC 29 2020

Dear Honorable Council Members:

OFFICE OF CITY
COUNCIL/CITY CLERK

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH THE KEYSER VALLEY CITIZENS ASSOCIATION, INC. FOR USE OF THE PREMISES COMMONLY KNOWN AS KEYSER VALLEY COMMUNITY CENTER LOCATED AT 101 NORTH KEYSER AVENUE, SCRANTON, PENNSYLVANIA 18504 FOR A THREE-YEAR PERIOD COMMENCING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2023

Very truly yours,

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

JAO/sl

RESOLUTION NO. _____

2021

AUTHORIZING APPOINTMENT OF BRAD KOVALESKI, PHD, 529 BOGART COURT, APT. 201, SCRANTON, PENNSYLVANIA 18503 AS A MEMBER OF THE BOARD OF ETHICS, EFFECTIVE JANUARY 1, 2021. DR. KOVALESKI WILL BE REPLACING CAROL MIGLIORINO WHOSE TERM EXPIRED AUGUST 31, 2020. DR. KOVALESKI WILL BE APPOINTED TO A THREE (3) YEAR TERM EFFECTIVE JANUARY 1, 2021 AND WILL EXPIRE AUGUST 31, 2023.

WHEREAS, Carol Migliorino's term on the Board of Ethics expired on August 31, 2020; and

WHEREAS, the City Controller desires to appoint Dr. Brad Kovaleski as a member of the Board of Ethics effective January 1, 2021. Dr. Kovaleski will fill be replacing Carol Migliorino whose term expired August 31, 2020; and

WHEREAS, Dr. Brad Kovaleski, has the requisite, experience, education and training necessary to act as a member of the Board of Ethics.

NOW, THEREFORE, BE IT RESOLVED that Dr. Brad Kovaleski, 529 Bogart Court, Scranton, Pennsylvania is hereby appointed as a member of the Board of Ethics effective January 1, 2021. Dr. Kovaleski will be replacing Carol Migliorino whose term expired August 31, 2020 and his term will expire August 31, 2023.

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 CITY CONTROLLER

John J. Murray

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

December 21, 2020

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

Dear Council Members:

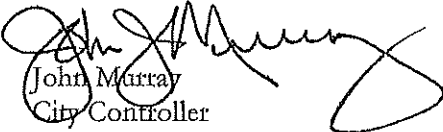
Please be advised that I am appointing Brad Kovaleski, PhD of 529 Bogart Court, Scranton, PA 18503, as a member of the City of Scranton Ethics Board.

Dr. Kovaleski will be replacing Carol Migliorino whose term expired in August of 2020.

Dr. Kovaleski's three (3) year term will be effective January 1, 2021 and expire August 31, 2023

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

Respectfully,


John J. Murray
City Controller

cc: Mayor Paige G. Cignetti
Joseph O'Brien, Esq., City Solicitor
Carl Deeley, Business Administrator
Brad Kovaleski, PhD

7

Brad J. Kovaleski, Ph.D.

EDUCATION

Doctor of Philosophy, Organizational Learning & Leadership..... May 2019

Gannon University – Erie, PA

Dissertation: *Exploring Employee Perceptions of Engagement*

Master of Arts, College Student Personnel.....May 2003

Slippery Rock University – Slippery Rock, PA

Bachelor of Arts, Spanish.....May 2001

Slippery Rock University – Slippery Rock, PA

PROFESSIONAL EXPERIENCE

Director of Student Services & Engagement.....January 2016 – Present

Penn State University, Scranton Campus

Serve as the Chief Student Affairs Officer/Director of Student Affairs for the Penn State Scranton campus. Direct reports include a staff of 9 full time professionals and 50+ part time employees within the following areas: Athletics, Student Activities, Off Campus Housing, Commuter Services, Leadership Programs, Civic Involvement, Student Conduct, Behavioral Threat Team, Care & Advocacy Team, Title IX, Educational Equity, Diversity, Equity, & Inclusion, Career Services, Health & Wellness Services, Counseling and Psychological Services, Student Government Association, Student Initiated Fee, and Friends & Family Programs.

- Manage the creation of assessments, learning outcomes, strategic planning, policy development, fiscal planning, budget management, and best practices for departments listed above
- Chair the Student Committee and serves on appropriate committees as designated by the Chancellor
- Serves as chief student conduct/judicial affairs designee for the campus
- Serve as the Title IX Liaison and campus designee for all issues related to student concerns and well being
- Chair the campus Behavioral Threat Management Team.
- Serve as the Conduct Office designee to hear appeals and adjudicate cases
- Chair the Care & Advocacy team, a cross-functional team that receives referrals related to students exhibiting/experiencing concerning behaviors, assesses the referral, and coordinates intervention strategies and outreach.
- Prepares and manages annual budgets including reviewing and approving programs expenditures, establishing and monitoring annual revenue projections and developing relevant programmatic funding proposals.
- Develops policies and procedures which apply to programs and services to students
- Engages in strategic planning that supports an environment of leadership, teamwork, and social responsibility
- Utilizes ongoing assessment plans and data results to create, enhance and modify programming to fit the needs of the student body

SELECTED ACCOMPLISHMENTS

- ***Increased retention rates***

Successfully partnered across divisions to increase retention rates among students.

- First year: 65.4% to 80.2%
- Second Year: 50.2% to 71.8%
- Third Year: 48.1% to 61.8%
- 4-year grad rate: 19.5% to 39.7%
- 5-year grad rate: 38.1% to 54.1%

- **Chair the Penn State University Chief Student Affairs Leadership Council**
Successfully elected by peers to serve as chair for all campuses. This group is comprised of all Chief Student Affairs Officers for the 24 Penn State campuses. Focuses on coordination of information flow, all-campus meetings, committee assignments, pandemic coordination, and reporting.
- **Student Conduct Task Force**
Selected to serve as part of a 26-member university wide task force that was charged to address racism, bias, and community safety within the Student Code of Conduct. The task force benchmarked other schools' codes, and researched different legal constraints of public and private institutions. The review invited experts to speak on the law, the First Amendment, restorative practices and culminated with 26 recommendations to university leadership.
- **Strategic Planning Transforming Education Steering Committee**
Serve as co-chair to one of the six university wide Steering Committees. The Steering Committees identify relevant areas of opportunity, goals and objectives, action plans, and performance indicators or metrics. While also holding events and public forums to report on progress and to engage faculty, staff, students, and alumni in the plan implementation process.
- **Recognized for outstanding performance**
 - 2020 – Happenings Magazine: Inspirational Men of Northeast Pennsylvania
 - o Recognizes and honors those that demonstrate a commitment to make a positive impact on the Northeast Pennsylvania region through their professional and personal endeavors
 - 2019 – Penn State University Martin Luther King Junior Diversity Award
 - o Recognizes and honors those that demonstrated commitment and outstanding efforts toward creating a diverse and inclusive community.
 - 2018 – Penn State University Center for Sexual Orientation & Gender Identity Award
 - o Recognizes staff members that provide a comprehensive range of education, information, and advocacy services to students, faculty, staff, and alumni in an effort to maintain an open, safer, and inclusive environment honoring gender and sexual diversity.
 - 2017 – Penn State University Award for Excellence in Administrative Services
 - o Recognizes university administrators/managers for innovative and creative program development as well as for assuming significant administrative responsibilities.

Executive Director, Student Development.....January 2014 – January 2016
Slippery Rock University

Served as one of three executive student affairs officers on the division leadership team. Direct reports include a staff of 6 full time professionals within the following areas: Student Activities, Greek Life, Leadership Programs, Community Service, Service-Learning, Multicultural Programs, Women's Center, LGBTQIA Resource Center, Veteran's Center, Student Government Association, and Family Programs. The area supports 13 full time professionals and 100+ part time employees and student staff.

- Managed the creation of assessments, learning outcomes, strategic planning, policy development, fiscal planning, budget management, and best practices for departments
- Co-chaired the divisional strategic planning and assessment committee, focusing on the integration of Student Affairs and Academic Affairs
- Coordinated divisional efforts in the area of enrollment management to promote co-curricular/integrative learning, inclusive excellence, and successful student services
- Successfully developed and received private and federal grants
- Served on the academic advising review committee and implemented recommendations to improved persistence and graduation rates of at-risk students.
- Served as the primary advisor to the Student Government Association, a multi-million-dollar student run 501(c)(3) non-profit organization

SELECTED ACCOMPLISHMENTS

- **Co-chaired the Academic and Student Affairs Integration Committee:**
Slippery Rock University chose to integrate the Academic and Student Affairs divisions into one unit. I was appointed to serve as co-chair of the campus wide integration committee. We worked to ensure a successful integration occurred and provided recommendations for a unified organization. The work of that committee led to the collaborative structure and improved delivery of student success services through strategic planning, assessment, and resource allocations.

- **Chaired the professional development committee.**
Utilized the NASPA/ACPA professional competencies as the foundation for the training program. A multi-level training was instituted with great success. Participants rated their experiences high and the learning outcome goals set for trainings were consistently exceeded
- **Implemented outside the classroom co-curricular program model.**
Coordinated a campus wide committee, comprised of faculty and staff, to create and maintain an outside of the classroom co-curricular experience program. This program complemented classroom learning by intentionally building program partnerships between faculty and our student services team. This project was managed electronically, and portable card swipes allowed students to check in at events, and automatically upload their participation.
- **Established a Veteran Resource Center.**
Led an effort to establish a Veterans Resource Center on campus through partnerships with the Butler VA Hospital, American Legions, alumni, friends and guests of the university. These partnerships provided expertise and donations to make our new space into a home for student veterans. Through the success of this work, I was appointed as the official designee on staff to coordinate the comprehensive support services (i.e. admission, benefits, peer mentoring and other academic, social, personal and financial needs) for military-affiliated students and family members.
- **Implemented an organizational framework for Service Learning.**
Partnered with a faculty committee representing all academic colleges to develop service-learning outreach and training opportunities. These initiatives led to an increase of 70 new courses utilizing this pedagogical tool, and increased the total amount of students exposed to this High Impact Practice.

Director, Student Involvement & Leadership.....August 2007 – January 2014
Slippery Rock University

Direct reports included a staff of 4 full time professionals in these areas: Center for Student of Involvement & Leadership which houses the Offices of Community Service, Service Learning, AmeriCorps Program, Greek Life, Student Organization Services, Student Activities, Leadership Programs, Student Government, Family Programs, Sophomore Initiatives, and Transition Services. The area supports 4 full time professionals and 40+ part time employees and student staff.

- Managed the creation of assessments, learning outcomes, strategic planning, policy development, fiscal planning, budget management, and best practices for the departments
- Implemented a multidimensional competency based leadership development program focusing on the Social Change Leadership Model that enrolls over 35% of the student body
- Provided fiscal compliance of two federal Corporation for National and Community Service (CNCS) grants and a department budget totaling over 1 million dollars ^[1]_{SEP}
- Implemented a collaborative program model with Residence Life to ensure the scaffolding of programs and resources to ensure the holistic development of the student
- Coordinated international leadership and service trips to assist in a students ability to see beyond national borders and cultural differences, embrace the rich diversity of the world for educational and personal growth, and contribute to the greater good of our global society
- Partnered with University Advancement to secure multiple scholarships for students participating in leadership development and retention programs
- Coordinated multiple marketing campaigns in partnership with Campus Wellness departments to ensure the necessary education and outreach initiatives reach the student body
- Chaired the Division of Student Affairs Multicultural Task Force: Created a 3 year division training curriculum focusing on multicultural competence and the role of a student affairs practitioner ^[1]_{SEP}
- Appointed as a university delegate to the State System of Higher Education Diversity Summit, The University Orientation Planning Council, Week of Welcome Committees, University Strategic Planning Committee, Assessment Committee, President's Commission for Sustainability, President's Commission for LGBTQIA, and Residence Life 5-Year Review Team

SELECTED ACCOMPLISHMENTS

- **Implemented the use of data metrics and learning outcomes in programs/services.** Through the introduction of data metrics and learning outcomes into our department program model we demonstrated success increasing student engagement numbers and raised the quality of student learning experiences.
 - Through collaborative planning, and institutional support, our campus leadership program grew from 150 students to 3931 participants
 - Increased the campus Greek population from 4.5% to 6.2% of our student body
 - Increased student philanthropic donations from \$18,690 in 2007-08 to \$83,105.83 in the 2014-2015 academic year
 - Students participating in Service Learning courses increased from 1500 to over 2301
 - Students participating in community service grew from 2500 to 4213
 - The outside the class room co-curricular experience program began with approximately 75 students and peaked at over 7000 students participating
 - Increased participation in our first year student leadership program from 45 participants in 2007 to over 400 graduates in our current year
 - Coordinated a Student Veterans of America group on campus with over 25 active student members focused on the implementation of workshops, socials, and other career development programs for their peers

Assistant Dean of Students.....May 2006 – August 2007 Franklin & Marshall College

Worked collaboratively with the Office of Orientation, Office of Multicultural Affairs, the Office of Student Activities, the Office of Greek Life, the Office of Spiritual & Religious Life, and the Steinman College Student Center to create a mission-driven and student-centered learning environment for 2000+ students

- Promoted 3 times in recognition of increased responsibilities in institutionally focused roles
- Oversaw the integration of separate departments into one physical office suite, and collaboratively managed the development of programs and services
- Designed, implemented, and oversaw summer new student programs focused on academic preparation and transition to the college campus
- Designed, implemented, and oversaw a four-day New Student Orientation program that assisted in the social transition to campus and promoted an understanding and appreciation of diversity, personal wellness, civility, and honesty

Director, Student Activities & Steinman College Center.....May 2004 – May 2006 Franklin & Marshall College

- Implemented a faculty-led program model meant to enhance the holistic educational experience of students within a college community
- Served as a resource to all clubs by providing advice on operations, event planning, and fiscal management of club accounts, while assisting student leaders in contract development, negotiation, and budget management
- Advised the Inter Fraternity Council, Radio Station, Student Senate, and the First Year Class

Resident Director/Assistant Director, Student Activities.....July 2003 – July 2004 Franklin & Marshall College

- Supervised an undergraduate staff of 6 Resident Advisors
- Served as the point of contact for residence life facility issues and housing assignment coordination
- Participated in the Resident Advisor selection process
- Advised the campus program board and yearbook



DEPARTMENT OF LAW

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

December 28, 2020

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

RECEIVED
DEC 28 2020

Dear Honorable Council Members:

OFFICE OF CITY
CLERK

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF BRAD KOVALESKI, PHD, 529 BOGART COURT, APT 201, SCRANTON, PENNSYLVANIA 18503 AS A MEMBER OF THE BOARD OF ETHICS, EFFECTIVE JANUARY 1, 2021. DR. KOVALESKI WILL BE REPLACING CAROL MIGLIORINO WHOSE TERM EXPIRED AUGUST 31, 2020. DR. KOVALESKI WILL BE APPOINTED TO A THREE (3) YEAR TERM EFFECTIVE JANUARY 1, 2021 AND WILL EXPIRE AUGUST 31, 2023.

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

Respectfully,

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

JAO/sl

RESOLUTION NO. _____

2021

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, IN AN AMOUNT NOT TO EXCEED \$90,000.00 TO LAVISH BODY & HOME LLC. TO ASSIST AN ELIGIBLE PROJECT.

WHEREAS, The City of Scranton Office of Economic and Community Development has available Program funds 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 3 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, from the City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$90,000.00 to be used to assist in the acquisition of equipment to be located at 200 Adams Avenue, Scranton PA 18503 for business operations of Lavish Body & Home LLC, located at 200 Adams Avenue, Scranton, PA 18503, in order to expand its operations at said location; and

WHEREAS, The Loan will convert to a Grant if Lavish Body & Home 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 the City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$90,000.00 to Lavish Body & Home LLC, a Pennsylvania corporation with a principal place of business located at 200 Adams Avenue, Scranton, PA 18503.

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

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

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

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

Lavish Body & Home LLC – Resolution Request of 12.7.2020

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

OECD - Business and Industry Loan/Grant Program from the Community Development Block Grant (CDBG Program),

Summary and Facts of the Legislation:

A Resolution ratifying and approving a Business and Industry Loan/Grant Program in an amount not to exceed \$90,000.00 to Lavish Body & Home LLC, relocating to 200 Adams Avenue, Scranton, PA 18503.

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 \$90,000 equipment loan to this central city business in order to facilitate 3 potential jobs in the city.

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

The action uses available Community Development Block Grant (CDBG Program) Grant funds to facilitate the purchase of business equipment and job creation in Downtown Scranton.

The downside is the assumed risk of loan default.

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) - *\$90,000 using available federal funds for job creation OR be repaid*

Benefits – *Facilitates business and creates a taxable job and potentially taxable business income*

Funding Sources – *Grant from Community Development Block Grant (CDBG Program)*

Priority Status/Deadlines:

OECD would prefer to fund this loan in 2020, but understand it may be moved to January of 2021.

Why should the Council unanimously support this legislation?

The loan request meets the criteria for our DCBG Program and benefits the local economy.

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

Total project budget is \$300,000. Owner investment is \$30,000; Wayne Bank will provide a business loan of \$120,000; and a Federal Banking on Business loan of \$60,000 will be facilitated through Wayne Bank.

**LOAN TO GRANT AGREEMENT
UNDER
BUSINESS AND INDUSTRY LOAN GRANT PROGRAM
OF THE CITY OF SCRANTON
BETWEEN THE CITY OF SCRANTON
AND
Lavish Body & Home LLC**

This loan To Grant Agreement is entered into as of the _____ day of _____, 2021, 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 **Lavish Body & Home LLC**, a professional corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 200 Adams Avenue, 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 equipment for its new location at, 200 Adams Avenue, Scranton, PA 18503 (the "Project Site"); and

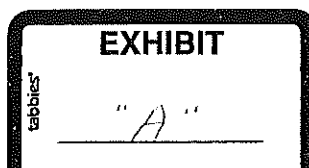
WHEREAS, the Borrower is seeking to use the Loan for acquisition of new Equipment, to assist with providing services at the Project; and

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 Ninety Thousand Dollars (\$90,000.00); 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 Ninety Thousand Dollars (\$90,000.00); (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 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 Ninety Thousand Dollars (\$90,000.00), 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 **(120)** months after the Closing Date. The Loan shall not accrue interest during the first **nine (9)** 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 **Nine (9)** 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 2021 on the ____ day of ____, 2021, 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 Ninety Thousand Dollars (\$90,000.00), 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 **Nine (9)** Months after the Closing Date, the Borrower shall make its initial loan payment of Eight Hundred and Forty Eight Dollars and Forty-three Cents (**\$848.43**), and thereafter on the same day of each subsequent month, for a total of one hundred and twenty (120) months, the Borrower shall pay Eight Hundred and Forty Eight Dollars and Forty-three Cents (**\$848.43**) 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 (**120**) 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 **Nine (9)** months from the date of this Loan Agreement, at least Three (3) 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 proceeding 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 **Nine (9)** 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 **Nine (9)** 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 Eight Hundred and Forty Eight Dollars and Forty-three Cents (**\$848.43**) 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 2021 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 Micah and Lauren Woodard ("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 Micah and Lauren Woodard.

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:

Lavish Body & Home LLC
200 Adams Avenue
Scranton, PA 18503
Attn: Micah and Lauren Woodard

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:

Lavish Body & Home LLC

By: _____

Date: _____

Micah Woodard, Owner Date: _____

By: _____

Lauren Woodard, Owner Date: _____



DEPARTMENT OF LAW

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

December 28, 2020

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

RECEIVED
DEC 28 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, IN AN AMOUNT NOT TO EXCEED \$90,000.00 TO LAVISH BODY & HOME LLC. TO ASSIST AN ELIGIBLE PROJECT.

Very truly yours,

Joseph A. O'Brien, Esquire
City Solicitor

/pal

RESOLUTION NO. _____

2021

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO AN AGREEMENT WITH SCRANTON AREA FOUNDATION, INC., TO ESTABLISH THE CITY OF SCRANTON CARES ACT CDBG-CV GRANT FUND, A PASS THROUGH FUND WHICH WILL DISTRIBUTE GRANTS TO VARIOUS SMALL BUSINESS THROUGHOUT THE CITY OF SCRANTON AS PART OF THE CITY OF SCRANTON CARES ACT CDBG-CV GRANT FUND DUE TO THE COVID-19 PANDEMIC.

WHEREAS, The City of Scranton establishes a \$800,000.00 Cares Act CDBG-CV Grant Fund for financial assistance to qualified small businesses and workforce training in Scranton with the temporary loss of revenue due to COVID-19. Qualified, non-tax delinquent, for profit, small businesses located within the City, may apply for a grant for financial assistance and/or workforce training; and

WHEREAS, the City of Scranton Office of Economic and Community Development has available funds in the amount of \$800,000.00 from the City of Scranton's Care Act CDBG-CV Grant Fund to assist small business within the City of Scranton due to COVID-19 Pandemic; and

WHEREAS, as a result of the COVID-19 Pandemic, various small business throughout the City of Scranton have experienced unprecedented economic hardship; and

WHEREAS, the City of Scranton seeks to partner with the Scranton Area Foundation in order to assist the City of Scranton in distributing the Cares Act CDBG-CV Grant Funds as part of City of Scranton's Small Business Relief Grant Program; and

WHEREAS, the City of Scranton will provide the Scranton Area Foundation with the \$800,000.00 from the City of Scranton's Cares Act CDBG-CV Grant Fund in order to distribute said funds to the approved grant recipients; and

WHEREAS, the City of Scranton will review all grant applications and recommend the grant recipients to the Scranton Area Foundation; and

WHEREAS, partnering with the Scranton Area Foundation will help with the City of Scranton in distributing the Grant funds throughout the City of Scranton in an efficient manner; and

WHEREAS, the Scranton Area Foundation will receive a 1% administrative fee to provide their services; and

WHEREAS, the Agreement with the Scranton Area Foundation will expire on December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and other appropriate City Officials are hereby authorized to disburse Cares Act CDBG-CV Grant funds.

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

Cares Act CDBG-CV Small Business Grant – Resolution Request of 12.23.2020

What Department is this legislation originating from? Where did the initiative for this legislation originate?
OECD - The legislation as part of the City of Scranton's CARES ACT Community Development Block Grant (CDBG-CV) program. These grants were created specifically for small business relief due to COVID-19, and the devastating economic impact for Scranton's small businesses.

OECD/City seeks to Partner with Scranton Area Foundation to help assist with the Distribution of Small Business Grants.

Summary and Facts of the Legislation:

OECD possesses \$800,000 from CARES ACT CDBG COVID-19 dollars to distribute to all qualifying Scranton small businesses. City will provide Scranton Area Foundation with \$800,000 to establish a Fund. City will review all grant applications and provide Scranton Area Foundation with recommendations. Scranton Area Foundation will then provide the recipient with an approval letter. The grant agreement will be signed and then the money will be distributed by Scranton Area Foundation.

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 authorizes city officials to enter into an agreement to with Scranton Area Foundation to assist in the distribution of the Small Business Grants utilizing their Grant Software, making the process more efficient for both the City and Small Businesses.

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

Benefit – Help OECD/City provide these grants to small businesses in an efficient manner.

Downside – N/A

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

This effort helps the City recover from COVID-19 Pandemic by providing business with money to offset severe financial impact on City Businesses.

Financial Impact - please include the following in the explanation:

Cost (initial and ongoing) - Scranton Area Foundation will receive a 1% administrative fee for providing their services.

Benefits – Help provide an efficient process to distributing grants to small businesses.

Funding Sources – Cares Act CDBG-CV funding

Priority Status/Deadlines – High – City would like to provide grants to small business as soon as possible

Why should the Council unanimously support this legislation?

Help OECD/City with providing these grants to the small businesses in a manner that is efficient as possible.

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

N/A

CITY OF SCRANTON Cares Act CDBG-CV GRANTS FUND OF
THE SCRANTON AREA FOUNDATION, INC.
PASS-THROUGH FUND AGREEMENT

THIS AGREEMENT, made and entered into on _____, 2021 by the Scranton Area Foundation, Inc. (**Foundation**), a tax-exempt community foundation, and the **City of Scranton** (hereinafter collectively referred to as "**Donor**") for the purpose and under the conditions set forth below:

1 Establishment of the Fund: A fund shall be established on the books of the **Foundation** which will be known as "**City of Scranton Cares Act CDBG-CV Fund**" (**Fund**).

2 Designation of Purpose: Distributions from the **Fund** shall be made in such amounts and at such times for the purpose of supporting an inclusive and diverse small business environment within the City of Scranton. Grants will be provided to qualified applying small businesses in the city of Scranton during the Covid-19 Pandemic. The application and selection process will be outlined in Fund Addendum A. City of Scranton officials will be responsible for vetting and recommending the grant recipients to the **Foundation**.

3 Contributions: The **Foundation** hereby accepts the property transferred and affirms that it will hold such and any additional property transferred to the **Fund** on the terms and subject to the conditions set forth by this Agreement. The ultimate purpose of such property transfer is to create a temporary fund with the opportunity for the donor and/or supporters to make further contributions to the established Fund at any time.

4 Property of the Fund: The Fund shall include the property received herewith, and such as may from time to time be transferred by any person, organization, or other source for inclusion in the **Fund** and accepted by the **Foundation**. The **Fund** shall be the property of the **Foundation** and shall not be deemed a trust fund held by it as a trustee. The **Foundation** shall have the ultimate authority and control over all property in the **Fund**.

5 Administration of the Fund: The **Fund** shall be held on the terms and subject to the conditions set forth in the **Foundation's** governing instruments, including its Articles of Incorporation and Bylaws, as amended from time to time, and any resolutions and procedures from time to time in effect. Subject to such terms and conditions, all property transferred shall be held in perpetuity with periodic distributions as provided in this Agreement. Control over the investment or reinvestment of such property and the asset management of the **Fund** will be exercised exclusively by the **Foundation**.

6 Accounting: The receipts and disbursement of this **Fund** shall be accounted for separately and apart from those other gifts to the **Foundation**.

7 Irrevocable Gift: The **Donor** understands and declares that this Agreement and the donations it represents are absolute and irrevocable and that, after the execution of this instrument, the **Donor** shall have no right, title, interest, or incidents of ownership in the property described in **Schedule A** or any additional property transferred to this **Fund**. Further, the **Donor** shall have no unilateral right to alter, amend or terminate this Agreement.

8 Fiscal Year: The fiscal year of the **Fund** shall be the fiscal year of the **Foundation** or as otherwise determined by the **Foundation's** Board of Governors.

9 Variance: Any person making a gift to the **Fund** agrees that the **Fund** shall be subject to the provisions set forth in the **Foundation's** Articles of Incorporation and Bylaws or that of any successor organization, including the exercise of its discretionary powers to change the beneficiary of the **Fund** or the restrictions of the **Fund** stated above consistent with its Articles of Incorporation and Bylaws.

10 Expenses Allocated to the Fund: The **Foundation** will charge the property received into the **Fund** upon receipt as shown on the attached Administration Fee Schedule. The percentage indicated on the Administration Fee Schedule will be reviewed by the **Foundation** each year and is subject to change.

1 Term: This Agreement shall terminate on _____, 2021. Prior to or at the conclusion of the one (1) year term, **Donor** may elect to renew or amend the terms of this agreement, transition the **Fund** to be Endowed, or spend out the assets in the **Fund**. If no action is taken, any assets remaining in the **Fund** at that time shall become part of the general endowment fund of the **Foundation**.

2 Tax ID: The **Foundation's** tax identification number is 23-2890364

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/Community Development

BY: _____
City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

BY: _____
City Solicitor

Date: _____

SCRANTON AREA FOUNDATION, INC.

Laura Ducceschi, President/CEO

Date: _____

Scranton Area Foundation, Inc.
615 Jefferson Avenue, Suite 102
Scranton, PA 18510
Phone: 570-347-6203 Fax: 570-347-7587
Email: info@safdn.org

City of Scranton Small Business HUD Grants Fund

Schedule "A"

Date

\$800,000

City of Scranton Small Business HUD Grants Fund

Administrative Fee

Non-Endowed Funds Administrative Fee Structure (Non Invested)

For non-endowed funds, the administration fee will be assessed in accordance with the then current fee schedule on a cost basis, up to and including 5%. The percentage will be reviewed by the Foundation each year and is subject to change. This fee will be annually charged against the property received into the Fund each year.

Non-Endowed Funds Administrative Fee Structure (Invested)

Non-endowed funds established at \$5,000 or more may be invested with the corpus of the Foundation's assets, if requested by the Donor. For invested non-endowed funds, the administration fee will be assessed in accordance with the then current fee schedule on a cost basis, up to and including 5% of the fund principal. In the event the non-endowed fund principal drops below \$5,000, the fund shall automatically transition to a non-invested non-endowed fund. The percentage will be reviewed by the Foundation each year and is subject to change. This fee will be annually charged against the property received into the Fund each year.

This type of fund is also subject to investment fees.

Non Invested _____ X _____

Invested _____

Administrative Fee _____ 1% _____

Mayor Paige Cagnetti
City of Scranton

Laura Ducceschi, President & CEO
Scranton Area Foundation

City of Scranton Small Business HUD Grants Fund

Fund Addendum A - Grant Procedures

Purpose of the Sub-Fund

The **City of Scranton OECD** will solicit, review, and award grants to small businesses in the City of Scranton that have been impacted by the Covid-19 pandemic. The **Foundation** will generate the application process in the online grant system and provide applicant information to the **OECD**. Specific procedures are outlined below.

Selection Criteria

Requirements

The following criteria **MUST** be met in order for a business to be considered for the grant:

- Business must be either located in a qualifying Low-to-Moderate service area or have a staff that is 51% or more low-to-moderate (LMI) income employees* as demonstrated by income certifications or other wage documentation deemed acceptable by HUD.
- Business must be located within the City of Scranton
- Business was established in the City of Scranton by January 1, 2020
- Locally owned and non-franchised
- Applicant certifies that business owner and affiliated business entities are current or on a payment plan with any City taxes, real-estate taxes, refuse fees and licensing/permit fees
- Indication of percent of business operations impacted by COVID-19 disruptions
- Business is sustainable if these funds are received
 - Was profitable prior to impacts of COVID-19 and presents longevity
- No minimum number of employees required; sole proprietorships eligible.
- Businesses **MOST** impacted by COVID closures will be given preference.
- Only complete applications will be processed.

Once eligibility is established, a determination of grant amount will be decided.

Selection Procedures

1. Application questions will be developed with input from the Selection Advisors.
2. Application will be solicited and collected via the Foundation's Grant Portal Site.
3. The Selection Advisors will be given online access to view and evaluate grant applicants.
4. The Selection Advisors will make grant recommendations to the Foundation.
5. The Foundation will notify the grant applicants of the decision.
6. Applicants will be required to complete a grant agreement prior to the distribution of grant awards to the businesses.
7. Award payments will be made by the Foundation directly to the grant recipients.

Selection Advisors

Advisers making the selection committee-advised fund, established at the Scranton Area Foundation, Inc. authorized to make grant distribution requests from the **Fund** are as follows:

1. Tiffany Cross Luciani
2. Eileen Ciprani

The Donor will update the Foundation with an approved list of advisers to the fund who are able to sign distribution requests on behalf of the City of Scranton as or if the above list changes.



DEPARTMENT OF LAW

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

December 28, 2020

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

RECEIVED
DEC 29 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO AN AGREEMENT WITH SCRANTON AREA FOUNDATION, INC., TO ESTABLISH THE CITY OF SCRANTON CARES ACT CDBG-CV GRANT FUND, A PASS THROUGH FUND WHICH WILL DISTRIBUTE GRANTS TO VARIOUS SMALL BUSINESS THROUGHOUT THE CITY OF SCRANTON AS PART OF THE CITY OF SCRANTON CARES ACT CDBG-CV GRANT FUND DUE TO THE COVID-19 PANDEMIC.

Very truly yours,

Joseph A. O'Brien (S)

Joseph A. O'Brien, Esquire
City Solicitor

/pal