

**CITY OF WILKES-BARRE
PENNSYLVANIA**



CITY COUNCIL AGENDA

CITY COUNCIL

DECEMBER 20, 2018

PLEDGE OF ALLEGIANCE

ROL CALL

CONSENT AGENDA (RESOLUTIONS)

RESOLUTIONS

ORDINANCES

PRESENTATIONS BY COUNCIL MEMBERS

PUBLIC DISCUSSION

ADJOURNMENT

CITY COUNCIL
DECEMBER 20, 2018

CONSENT AGENDA (RESOLUTIONS)

Authorizing the proper city officials to take any and all necessary action related to entering into an agreement with PenTelaData Partnership I for internet services.

Appointing Thomas Collis to the Parking Ticket Appeals Board.

Appointing Anthony Glzenski to the Wyoming Valley Sanitary Board.

Appointing Theodore Wampole to the General Municipal Authority.

Appointing Barry Payne to the Planning Commission.

Authorizing the proper city officials to enter into an agreement with PNC Bank for the City's 2019 Tax and Revenue Anticipation Note in the amount of \$3,000,000.00 at a rate of 2.489%.

Authorizing the proper city officials to execute the sale of the City's 2018, 2019, 2020 Delinquent Real Estate Tax Claims.

MINUTES

Of the Wilkes-Barre Traffic Committee of November 15, 2018.

Of the Regular Session of City Council of December 6, 2018.

CITY COUNCIL
DECEMBER 20, 2018

RESOLUTIONS

Authorizing the proper city officials to take any and all necessary actions related to entering into a Parking Lease Agreement with West GUARD Insurance Company for parking spaces as the Intermodal Parking Garage.

Authorizing the proper city officials to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority (CFA), for the Local Share Account-Luzerne County program funds and authorizing the Mayor to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the Wilkes-Barre City Hall Renovations Project.

Authorizing the proper city officials to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority (CFA), for the Local Share Account-Luzerne County program funds and authorizing the Mayor to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the Wilkes-Barre's Hollenback Golf Course Upgrades Project.

Authorizing the proper city officials to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority (CFA), for the Local Share Account-Luzerne County program funds and authorizing the Mayor to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the F.M. Kirby Center HVAC Improvements Project.

Authorizing the proper city officials to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority (CFA), for the Local Share Account – Luzerne County program funds and authorizing the Mayor to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the Volunteers in Medicine's "Increase to Access to Care" initiative.

CITY COUNCIL
DECEMBER 20, 2018

RESOLUTIONS (CONTINUED)

Authorizing the proper city officials to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority (CFA), for the Local Share Account – Luzerne County program funds and authorizing the Mayor to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to Data Center with Emerging Digital Infrastructure Project.

Authorizing the proper city officials to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority (CFA), for the Local Share Account – Luzerne County program funds and authorizing the Mayor to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the Irem Temple Restoration Project.

Authorizing the proper city officials to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority (CFA), for the Local Share Account – Luzerne County program funds and authorizing the Mayor to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the Train Station Restoration Project.

Authorizing the proper city officials to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority (CFA), for the Local Share Account – Luzerne County program funds and authorizing the Mayor to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the Citizens Bank Rainbow Room Restoration Project.

CITY COUNCIL
DECEMBER 20, 2018

ORDINANCES

FILE OF COUNCIL NO. 19 OF 2018 - AN ORDINANCE RENEWING A NEIGHBORHOOD IMPROVEMENT DISTRICT (NID), IN SPECIFIC THE DOWNTOWN WILKES-BARRE BUSINESS IMPROVEMENT DISTRICT, WITHIN THE CITY OF WILKES-BARRE. (SECOND AND FINAL READING)

FILE OF COUNCIL NO. 20 OF 2018 - AN ORDINANCE ADDING AN ARTICLE IV TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF WILKES-BARRE ENTITLED "PARKS AND RECREATION." (HOLLENBACK GOLF FEES) (SECOND AND FINAL READING)



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

THAT the proper city officials are hereby authorized to take any and all necessary actions related to entering into an agreement with PenTelaData Limited Partnership I for internet services.

Submitted by _____

ROLL CALL



PenTeleData Services – General Agreement Cover Sheet

Customer Name: Wilkes-Barre City Hall		PenTeleData Limited Partnership I	
Billing Address: 40 East Market St, Wilkes Barre, PA 18711		540 Delaware Ave., PO Box 197, Palmerton, PA 18071	
Contract #: 1569781	Account #: 3043613	Rep: Jason Kurtz	Phone: 570-975-9048
Non Recurring Fees: \$0.00	Monthly Recurring Fees: \$950.00	Annual Recurring Fees: \$0.00	

This Agreement contains this General Agreement Cover Sheet, the General Terms and Conditions and all Service Exhibit sheets (Exhibits) indicated below: (collectively, Agreement). The Exhibits supersede the General Terms and Conditions in the event of inconsistencies. PenTeleData General Terms and Conditions of service are posted online at www.penteledata.net/generalterms (SA-GTC-NE)

NOTE – All Services must be accompanied by a Service Exhibit Sheet

Service Type:

Dedicated Internet Access

| Point to Point Transport

Customer's signature indicates that Customer has read, understands and agrees with each of the Terms and Conditions of this Agreement including the Exhibits, which are incorporated herein. This Agreement shall become effective when signed by both parties.

Company Name: Wilkes-Barre City Hall

PenTeleData Limited Partnership I

Signature:

Signature:

Printed Name:

Printed Name: **Jaime Mendes**

Title:

Title: **Vice President of Operations**

Date:

Date:

Telephone:

Telephone: **855-223-4237**

CCS-NE-051217

Dedicated Internet Access Exhibit

Customer Name: Wilkes-Barre City Hall

Date: 12/7/2018

Service Location: 15 North Washington St, (Police Department), Wilkes Barre, PA 18711	
Service Location ID: SL05115	
Dedicated Internet Access:	Base Internet Access Rate: 100Mbps
Term:	36 months
Non Recurring Charge: \$0.00 Monthly Recurring Charge: \$350.00	
Special Notes:	

This Exhibit consists of the following Terms and Conditions, any Sales Quotes, the Sales Disclaimer. This Exhibit together with the General Agreement Cover Sheet and PenTeleData Service Agreement set forth the terms and conditions under which PenTeleData will provide Dedicated Internet Access Services to Customer.

1. **Service:** A. **Dedicated Internet Access:** PenTeleData will provide Customer with a Dedicated Internet Access at the base rate indicated. B. **Burstable Internet Access:** Customer will be permitted to burst to the max burst rate stated. Customer will be billed for usage over the base rate at the monthly bandwidth burst fee for each Mbps utilized. The usage calculation method is the 95th percentile calculation where PenTeleData will sample the upstream and downstream utilization in five-minute intervals for the billing cycle, will order the upstream and downstream group's individually, will drop the top 5% of the samples from each group, and will bill the highest of the next upstream or downstream sample rounded up in 1/10th Mbps increments. C. **Business Plus Dedicated Internet Access:** Customer will be permitted to burst to the max burst rate stated between the hours of 1AM and 5PM Eastern only. There will be no additional charge for using bandwidth above the base rate but below the max burst rate during this window. Using bandwidth in excess of the burst rate will not be possible. During the hours of 5PM to 1AM Eastern, the customer's available bandwidth will be limited to their base rate and bursting above that rate will not be possible. The max burst rate cannot exceed the rate of the underlying transport.
2. **Term:** A. This Exhibit is effective upon signature by Customer and accepted in writing by PenTeleData as indicated by signature on the General Agreement Cover Sheet and initialed on this Exhibit. (Effective Date) B. The Term of this Agreement begins on the Commencement Date and expires as provided for herein. (Term) The Commencement Date shall be the first day that service is operational as indicated by a notice from PenTeleData to Customer, which shall be incorporated herein by reference. C. This Exhibit shall automatically renew for an additional one year term, after completion of which the agreement will continue on a month to month basis, unless terminated pursuant to the termination procedure in the General Terms and Conditions. D. Recurring Billing shall begin on the Commencement Date. E. Deposits and Installation fees shall be billed within 30 days of the Effective Date of this Agreement.
3. **Early Termination Charges:** The termination charge is 100% of all remaining charges until the end of the initial term.
4. **Conditions of Use:** A. The Dedicated Internet Access Service provided by PenTeleData may be used by the directors, officers, and employees of Customer, and its agents and consultants while performing services for Customer for commercial, research and/or educational purposes. Customer may not provide Internet connectivity to any third parties other than the above mentioned entities. B. The Internet Service or connectivity **may not** be sold to other persons or Organizations. C. Users shall use reasonable efforts to promote efficient use of the networks to minimize, and avoid if possible, unnecessary network traffic and interference with the work of other users of the interconnected network. D. Users shall not disrupt any of the PenTeleData or other associated networks as a whole or any equipment or system forming part of their systems, or any services provided over, or in connection with, any of the PenTeleData or other associated networks. Disruptions include but are not limited to: distribution or propagation of computer worms and viruses, and using the network to make unauthorized entry to any other machines accessible via the network. PenTeleData networks shall not be used to transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be highly offensive to the recipient or recipients thereof. Mass distribution of any message, including advertising, may not be "broadcast" or otherwise sent on an intrusive basis to any user of the PenTeleData network or any directly or indirectly attached network. E. Users shall not use the PenTeleData Network for any purpose that violates state, local or federal laws or regulations or any policies posted at <http://www.penteledata.net/aup>. F. Customer shall indemnify and hold PenTeleData harmless for (including attorney's fees), any and all claims, damages and injuries that arise out of or are connected to User's violation of this Section.
5. **Reasonable Steps to Assure Compliance:** Customer shall be responsible for taking reasonable steps to secure compliance by all persons using the Service at, by, or through, the Customer consistent with the Conditions of Use, above. If a probable violation of the Conditions of Use section, is detected, Customer is requested to report the probable violation in as much detail as is practical to assist PenTeleData and other allied organizations in preventing or deterring similar violations.
6. **Dedicated Internet Access Rating:** Unless specifically stated to the contrary, the quoted Dedicated Internet Access rating is a maximum and not a constant amount. Due to the demands of the Internet, the maximum Internet Access may be available but on a burst basis only. Customer use which overloads the PenTeleData system or exceeds usual and customary Internet Access demands, as shall be determined by PenTeleData, shall subject this Agreement to renegotiation or termination without liability.
7. **Availability Service Level**
 - 7.1. **Service Availability for Dedicated Internet Access and last mile circuits only used to deliver Dedicated Internet Access** are covered by the following 7.1 terms. For last mile circuits connected to PenTeleData Multiplex ports, this exhibit only covers the Dedicated Internet Access Service Availability; service availability for last mile circuits connected to Multiplex ports is defined by the PenTeleData Transport and Port Exhibits.
 - 7.1.1. **Definition of unavailable;** Dedicated Internet Access is considered unavailable when at least one of the following criteria are met
 - 7.1.1.1. Packet loss between the customer edge router and the PTD Chicago, Ashburn, or New York City backbone nodes exceeds 0.1%.
 - 7.1.1.2. Latency (round-trip) between the customer edge router and a PTD Chicago, Ashburn, or New York City backbone nodes exceeds 45ms.
 - 7.1.1.3. Jitter (variation in latency) between the customer edge router and a PTD Chicago, Ashburn, or New York City backbone nodes exceeds 10ms.

7.1.1.4. All of these cases exclude instances where these backbone nodes are 100% unavailable. In such a case traffic between the customer edge router and locations outside of PTD's network will be automatically rerouted through the remaining backbone nodes.

7.1.2. The following causes shall not be considered in calculating unavailability credits or chronic outage remedies: Unavailability as a result of Force Majeure (as defined in the General Terms and Conditions), unavailability as a result of scheduled maintenance windows for on-net circuits, unavailability as a result of off-net and unprotected circuit maintenance which may occur at any time without notice, unavailability as a result of customer circuit overutilization, unavailability as a result of customer network/equipment failure, and unavailability as a result of the customer refusing to let authorized repair personnel onsite access as necessary are not applicable. On-Net circuit maintenance windows are Tuesday and Thursday 12AM ET – 6AM ET with notification of planned outages for on-net circuits 10 business days prior to maintenance window.

7.1.3. Unavailable service credits: Unavailable time is accumulated over a calendar month. Credits maybe issued as noted below based on the accumulation of unavailable time, are a % of the monthly recurring charge, and are applicable for Dedicated Internet Access contracted from this exhibit and the PenTeleData last mile circuit used only to deliver this Dedicated Internet Access. Unavailable time is accumulated starting when the PTD network monitoring system detects that one or more of the above criteria have been met over a period of time or when the customer notifies the PTD Network Control Center that the customer believes one or more of the above criteria have been met, whichever comes first. Customers must request credits or contract terminations within 14 days after the end of a calendar month for unavailability occurring during that month.

No PTD circuit, or on-net circuits (as stated on Transport Exhibit)	
Cumulative Unavailability (hrs:mins:secs)	Credit, % of MRC
00:00:00 – 00:15:00	No Credit
00:15:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

Off-net circuits (as stated on Transport Exhibit)		
Cumulative Unavailability (hrs:mins:secs)	Credit, % of IP MRC	Credit, % of transport MRC
00:00:00 – 00:45:00	No Credit	No Credit
00:45:01 – 08:00:00	10%	10%
08:00:01 – 16:00:00	15%	15%
16:00:01 – 24:00:00	25%	25%
24:00:01 or greater	50%	50%

7.1.4. Chronic Unavailability for Dedicated Internet Access with no circuit or with PenTeleData on-net circuits: Customers may terminate Dedicated Internet Access Service and associated Transport Circuit without termination liability if this Dedicated Internet Access Service experiences 4 or more instances where service was unavailable for greater than 2 hours each over a calendar month or more than 30 hours of total unavailability over a calendar month.

- 8. Internet Protocol Version 4 Addressing (IPv4): Internet Protocol Addressing (IP addressing): A. PenTeleData will provide each Dedicated Internet Access Connection with one (1) static IPv4 address in a /30 netblock for the directly connected customer equipment/router and globally-routable IPv4 netblocks on an as-needed basis provided that the Customer's networking needs cannot be satisfied using Network Address Translation (NAT). B. PenTeleData will provide only enough globally-routable IP addresses as the Customer has actual need for at the time of the request; requests for IP address blocks larger than a /27, 32 IP addresses, require a network map and detailed network information for justification. C. The directly connected static IP address may change with 14 calendar days notice and globally-routable netblocks may change with 120 calendar days notice.
- 9. Internet Protocol Version 6 Addressing (IPv6): A. PenTeleData will provide each Dedicated Internet Access Customer with one (1) directly connected static IPv6 address in a /127 network for the directly connected Customer equipment/router. B. The directly connected static IP address may change with 14 calendar days notice.

Customer Initials:

PenTeleData Initials:

Date:

Date:

DIAEX-NE-071217

Point to Point Transport Exhibit Sheet

Customer Name: Wilkes-Barre City Hall

Date: 12/7/2018

A End PTD Node: WB3	
Z End Service Location: 15 North Washington St, (Police Department), Wilkes Barre, PA 18711	
Z End Service Location ID: SL05115	
Speed: 100Mbps	
Transport Type: On Net	Protection: Standard
Interface to Customer Equipment: 10/100/1000 Mbps RJ-45 Copper	
Term: 36 months	
Non Recurring Charge: \$0.00	Monthly Recurring Charge: \$600.00
Special Notes:	

This Exhibit consists of the following Terms and Conditions, any Sales Quotes, the Sales Disclaimer. This Exhibit together with the General Agreement Cover Sheet and PenTeleData Service Agreement set forth the terms and conditions under which PenTeleData will provide Point-to-Point Transport Services to Customer.

1. **Service:** A. PenTeleData will provide the above-mentioned connection from each Customer location, either through Telco or cable facilities, at PenTeleData's option, to the nearest PenTeleData Point of Presence. B. **Transport:** PenTeleData will provide Customer with Point-to-Point Transport at the base rate indicated.
2. **Ethernet:** A. The Ethernet circuit will be terminated as a full-duplex connection at the port speed marked above. It is the customer's responsibility to ensure that their equipment can handle this connection. B. It is highly recommended that the Customer's equipment supports shaping on the egress, and that this capability is activated and set to the purchased transport speed. C. The Customer is responsible for avoiding bridging loops between Ethernet connected networks. D. All Ethernet transport will have a Maximum Transmission Unit (MTU) size of 2000 bytes.
3. **DS1:** A. All DS1 connections use B8ZS line encoding and ESF framing unless otherwise specified on this exhibit. B. **Fractional DS1:** Customer CSU/DSU must be capable of activating specified individual channels.
4. **Wireless:** A. The wireless circuit will be terminated as a full-duplex connection at the port speed marked above. It is the customer's responsibility to ensure that their equipment can handle this connection. B. It is highly recommended that the Customer's equipment supports shaping on the egress, and that this capability is activated and set to the purchased transport speed. C. The Customer is responsible for avoiding bridging loops between Ethernet connected networks. D. All wireless transport will have a Maximum Transmission Unit (MTU) size of 1540 bytes. E. The wireless link will use FCC licensed spectrum which will be obtained and managed by PenTeleData. F. No encryption will be performed on the wireless link. If the customer feels that encryption is necessary it is recommended that the customer perform encryption end to end between security gateways.
5. **Wavelength:** The connection encoding will be LAN PHY at the speed, layer 2 protocol, and fiber type listed above
6. **Demarcation:** By default, all lines are terminated at the Provider's Demarcation point. Circuit extensions can be performed at PTD's standard time and materials rate. In addition, customer will provide the necessary cables to connect to PTD equipment at all locations. PTD responsibility ends at PTD DEMARC unless otherwise specified. PenTeleData may require a 2' x 2' plywood backboard to be mounted at the DEMARC for the mounting of equipment to enable the Service.
7. PTD will not be responsible for any damage due to customer neglect, including but not limited to, electrical power considerations. The customer is responsible for providing a clean, uninterrupted power supply (UPS) or PTD can supply a UPS at an additional cost if required. Any incompatibility with a customer's existing equipment that requires additional technician time will be billed at the current labor rate.
8. **Term:** A. This Exhibit is effective upon signature by Customer and accepted in writing by PenTeleData as indicated by signature on the General Agreement Cover Sheet and initialed on this Exhibit. (Effective Date) B. The Term of this Agreement begins on the Commencement Date and expires as provided for herein. (Term) The Commencement Date shall be the first day that service is operational as indicated by a notice from PenTeleData to Customer, which shall be incorporated herein by reference. C. This Exhibit shall automatically renew for an additional one year term, after completion of which the agreement will continue on a month to month basis, unless terminated pursuant to the termination procedure in the General Terms and Conditions. D. Recurring Billing shall begin on the Commencement Date. E. Deposits and Installation fees shall be billed within 30 days of the Effective Date of this Agreement.
9. **Early Termination Charges:** The termination charge is 100% of all remaining charges until the end of the initial term.
10. **Conditions of Use:** A. Users shall not use the PenTeleData Network for any purpose that violates state, local or federal laws or regulations. B. Customer shall indemnify and hold PenTeleData harmless for (including attorney's fees), any and all claims, damages and injuries that arise out of or are connected to User's violation of this Section.
11. **Reasonable Steps to Assure Compliance:** Customer shall be responsible for taking reasonable steps to secure compliance by all persons using the Service at, by, or through, the Customer consistent with the Conditions of Use, above. If a probable violation of the Conditions of Use section is

detected, Customer is requested to report the probable violation in as much detail as is practical to assist PenTeleData and other allied organizations in preventing or deterring similar violations.

12. Off-Net circuit charges: Off-Net circuits are circuits which are not 100% provided by a PenTeleData LP1 Partner and denoted as Off-Net in this exhibit's form field "Transport Type". Off-Net circuits are contracted through a transport provider. If the Transport Provider increases the rate during the term, the increase will be passed through to the Customer. Off-Net circuit fees contained within this quotation are estimates, and may not fully include all taxes, cross connects and facility entrance fees, which will be invoiced to the Customer at the time of billing.
13. All transport services ordered from PenTeleData will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by PenTeleData, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a PenTeleData provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to PenTeleData that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.
14. Charges for certain Services are subject to additional taxes and fees including, but not limited to, Sales Tax, PA GRT and USF Recovery fees.
15. Equipment Location: PenTeleData will install its equipment necessary to provide the Service at the PenTeleData specified demarcation location. This equipment is the property of PenTeleData and may not be altered, moved or removed except by authorized PenTeleData personnel. Altering, moving or removing the equipment voids any warranty and the PenTeleData all Availability Service Level obligations described below. Additionally, Customer will be charged and agrees to pay PenTeleData's normal time and material rates to restore the Equipment to its installation location.
16. Availability Service Level
 - 16.1. Service Availability for Internet Circuits: Service availability for on-net last mile circuits that only deliver PenTeleData Internet Service and are directly associated with a PenTeleData Internet Exhibit are covered by the Service Availability clause on that PenTeleData Internet Access Exhibit.
 - 16.2. Definitions:
 - 16.2.1.1. Last mile – a data circuit between the customer's premise and a PTD node used to provide the customer access to the PTD backbone
 - 16.2.1.2. Private line – a data circuit between two customer premises that is not multiplexed with any other network traffic
 - 16.3. Service Availability for private line and last mile circuits:
 - 16.3.1. Definition of unavailable; A private line or last mile circuit is considered unavailable when at least one of the following criteria are met:
 - 16.3.1.1. Packet loss between the NID at the customer premise and the PTD customer edge switch exceeds 0.1%.
 - 16.3.1.2. Latency (round-trip) between the NID at the customer premise and the PTD customer edge switch exceeds 10ms.
 - 16.3.1.3. Jitter (variation in latency) between the NID at the customer premise and the PTD customer edge switch exceeds 2ms.
 - 16.3.1.4. In the case of a private line, these metrics are measure between customer edge routers at the two customer premise.
 - 16.3.2. The following causes shall not be considered in calculating unavailability credits or chronic outage remedies: Unavailability as a result of Force Majeure (as defined in the General Terms and Conditions), unavailability as a result of scheduled maintenance windows for on-net circuits, unavailability as a result of off-net and unprotected circuit maintenance which may occur at any time without notice, unavailability as a result of customer circuit overutilization, unavailability as a result of customer network/equipment failure, and unavailability as a result of the customer refusing to let authorized repair personnel onsite access as necessary are not applicable. On-Net circuit maintenance windows are Tuesday and Thursday 12AM ET – 6AM ET with notification of planned outages for on-net circuits 10 business days prior to maintenance window.
 - 16.3.3. Unavailable service credits: Unavailable time is accumulated over a calendar month. Off-Net last mile and private line circuits are not eligible for unavailability service credits. Credits may be issued as noted below based on the accumulation of unavailable time and are a percentage of the monthly recurring charge for the last mile or private line service. A customer must request credits or contract terminations within 14 days after the end of a calendar month for outages occurring during that month.

Standard on-net circuits	
Cumulative Unavailability (hrs:mins:secs)	Credit, % of MRC
00:00:00 – 00:15:00	No Credit
00:15:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:00 or greater	100%

16.3.4. Chronic Outage for on-net PenTeleData circuits: Customers may terminate an affected on-net PenTeleData transport circuit, and all associated ports, L3 MPLS WANs, and EVC's up to the first PenTeleData Multiplex or MPLS L3 WAN port where other circuits, VLANs or networks from the same customer were not errored for the same outage without termination liability if A. A Standard on-net circuit experiences 4 or more instances where service was unavailable for greater than 2 hours each over a calendar month or more than 30 hours of total unavailability over a calendar month. B. A completely unprotected on-net circuit experiences 3 or more outages of greater than 12 hours each of unavailability over a calendar month or more than 48 hours of unavailability over a calendar month.

Customer Initials:

PenTeleData Initials:

Date:

Date:

TPTEX-NE-051217



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, Section 5:08 of the City Charter of the City of Wilkes-Barre authorizes the Mayor, with the advice and consent of City Council, to appoint members of Boards, Commissions and Authorities served by the City;

WHEREAS, it is the desire of the City of Wilkes-Barre to appoint the person referenced below as independent hearing officer to hear appeals related to parking violations;

NOW, THEREFORE, BE IT RESOLVED, that the following person is hereby appointed for the term referenced below as a member of the newly formed Parking Ticket Appeals Board:

<u>Name</u>	<u>Term Begins</u>	<u>Term Expires</u>
Thomas Collis 70 Grove Street Wilkes-Barre, PA 18702	December 19, 2018	December 18, 2020

Submitted by _____

ROLL CALL



Resolution No. _____ Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, Section 5:08 of the City Charter of the City of Wilkes-Barre authorizes the Mayor, with the advice and consent of City Council, to appoint by members of Boards, Commissions and Authorities served by the City;

WHEREAS, it is the desire of the City of Wilkes-Barre to appoint the person referenced below to the Wyoming Valley Sanitary Authority to serve the remainder of the unexpired term of Rick Gazenski who recently resigned;

NOW, THEREFORE, BE IT RESOLVED, that the following person is hereby appointed as a member to the Wyoming Valley Sanitary Authority:

<u>Name</u>	<u>Term Begins</u>	<u>Term Expires</u>
Anthony Glazenski 7 Gregory Street Wilkes-Barre, PA 18702	December 21, 2018	December 31, 2019

Submitted by _____

ROLL CALL



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, Section 5:08 of the City Charter of the City of Wilkes-Barre authorizes the Mayor, with the advice and consent of City Council, to appoint members of Boards, Commissions and Authorities served by the City;

WHEREAS, it is the desire of the City of Wilkes-Barre to appoint the person referenced below to the General Municipal Authority of the City of Wilkes-Barre to serve the remainder of the current term of former member Andrew HvozdoVIC;

NOW, THEREFORE, BE IT RESOLVED, that the following person is hereby re-appointed for the term referenced below as a member to the General Municipal Authority:

<u>Name</u>	<u>Term Begins</u>	<u>Term Expires</u>
Theodore Wampole 80 Conwell Street Wilkes-Barre, PA 18702	December 21, 2018	December 31, 2019

Submitted by _____

ROLL CALL



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, Section 5:08 of the City Charter of the City of Wilkes-Barre authorizes the Mayor, with the advice of City Council, to appoint members of Boards, Commissions and Authorities served by the City;

WHEREAS, it is the desire of the City of Wilkes-Barre to appoint the person referenced below to the Planning Commission of the City of Wilkes-Barre to serve the remainder of the current term of former member Rick Gazenski who recently resigned;

NOW, THEREFORE, BE IT RESOLVED, that the following person is hereby reappointed for the term referenced below as a member of the Planning Commission:

<u>Name</u>	<u>Term Begin:</u>	<u>Term Expires</u>
Barry Payne 126 Crescent Ave. Wilkes-Barre, PA 18702	December 21, 2018	December 31, 2019

Submitted by _____

ROLL CALL



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:
AUTHORIZING THE ISSUANCE OF A TAX AND REVENUE ANTICIPATION NOTE, SERIES OF 2019 IN THE PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000); PROVIDING FOR THE DATED DATE, INTEREST RATE, MATURITY DATE, PAYMENT AND PLACE OF PAYMENT IN RESPECT OF THE NOTE; ACCEPTING THE PROPOSAL FOR THE PURCHASE OF THE NOTE; NAMING A SINKING FUND DEPOSITARY/PAYING AGENT; AUTHORIZING THE PROPER OFFICERS OF THE CITY TO EXECUTE AND DELIVER THE NOTE AND CERTAIN OTHER DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; IF APPLICABLE, DESIGNATING THE NOTE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" UNDER SECTION 265(b) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AUTHORIZING AND DIRECTING THE PREPARATION, CERTIFICATION AND FILING OF THE NECESSARY DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT OF THE COMMONWEALTH OF PENNSYLVANIA; SETTING FORTH A FORM OF THE NOTE.

WHEREAS, City of Wilkes-Barre, Luzerne County, Pennsylvania (the "City"), anticipates receiving taxes and other revenues during the fiscal year ending December 31, 2019, which taxes and other revenues are currently uncollected; and

WHEREAS, the City has estimated, on a monthly basis, its expected taxes, revenues and expenditures for the fiscal year ending December 31, 2019, and has determined that during a portion of such fiscal year it will experience a "cumulative cash flow deficit" as such phrase is defined in the regulations promulgated under Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the City has determined to borrow monies for the purpose of funding, in part, such cumulative cash flow deficit by issuing a note to be repaid from the anticipated taxes and revenues, all in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, Act 53 Pa.C.S., Chapters 80-82, as reenacted and amended (the "Debt Act"); and

WHEREAS, the City has received an acceptable proposal for the purchase of its Tax and Revenue Anticipation Note as hereinafter described; and

WHEREAS, as required by Section 8126 of the Debt Act, officials of the City have heretofore made an estimate of the taxes and revenues to be received during such fiscal year ending December 31, 2019, and, by their execution of a certificate with respect thereto dated this date, have certified to such estimate.

Submitted by _____

ROLL CALL

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Wilkes-Barre, Luzerne County, Pennsylvania (the "Council"), in lawful session duly assembled, as follows:

Section 1. For the reasons and purposes recited above, the City hereby exercises its power and authority to borrow money and authorizes the issuance and sale of its Tax and Revenue Anticipation Note, Series of 2019, in the principal amount of Three Million Dollars (\$3,000,000) (the "Note") in anticipation of the receipt of current taxes and revenues during the fiscal year ending December 31, 2019, such Note to be issued, sold and delivered as hereinafter provided.

Section 2. The Mayor and City Controller of the City, attested by the City Clerk, are hereby authorized and directed, in the name and on behalf of the City, to prepare and file with the Department of Community and Economic Development of the Commonwealth of Pennsylvania a certified copy of this Resolution, a certificate setting forth the taxes and revenues to be collected in the fiscal year ending December 31, 2019, and a true copy of the accepted Proposal (hereinafter defined) for the purchase of the Note, all as set forth in and required by Section 8128 of the Debt Act. The Mayor and City Controller of the City, attested by the City Clerk, are also hereby authorized and directed, in the name and on behalf of the City, if applicable, to prepare and verify a certificate, in accordance with Sections 103 and 148 of the Code and the regulations applicable thereto, setting forth the anticipated use of the proceeds, to prepare and deliver to the Purchaser of the Note the certificate required by Section 8127 of the Debt Act relating to the total amount of the City's tax and revenue anticipation notes outstanding on the date of delivery of the Note, and to take any and all other action, and to execute and deliver any and all other documents and instruments, as may be necessary, proper or desirable to effect the issuance and sale of the Note as contemplated herein. The certification made on the date of adoption of this Resolution by the aforementioned officials of the City, relating to the amount of taxes and other revenues remaining to be collected by the City in the fiscal year ending December 31, 2019, is hereby ratified and approved.

Section 3. The Note shall be designated "City of Wilkes-Barre, Luzerne County, Pennsylvania, Tax and Revenue Anticipation Note, Series of 2019", shall be in registered form, without coupons, shall be prepayable prior to maturity, shall be in the denomination of Three Million Dollars (\$3,000,000), shall be dated the date of issuance, shall bear interest at the rate of interest set forth in the Proposal from the date of delivery until maturity, shall mature on December 31, 2019, and shall be payable as to principal and interest at the place and in the manner and be otherwise in substantially the form set forth in the form of Note attached as Exhibit "A" hereto and the Proposal attached as Exhibit "B" hereto or such other Proposal as may be selected in accordance with Section 8 of this Resolution.

Section 4. The Note, when issued, will be a general obligation of the City. If applicable, in accordance with the provisions of Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), the City hereby finds, determines and designates the Note as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code, for the purposes of such Section 265(b) of the Code. If applicable, the City determines that it and all entities with which it is aggregated under Section 265(b)(3)(E) of the Code have not issued, and do not reasonably expect to issue, tax-exempt obligations which, in the aggregate, exceed or will

exceed Ten Million Dollars (\$10,000,000) during the calendar year 2019. If applicable, the City also determines that it will not engage in any action or inaction which will or may cause the Note to fail or cease to constitute a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code.

Section 5. The Note shall be executed by the Mayor and City Controller of the City, shall have the corporate seal of the City affixed thereto, and shall be duly attested by the City Clerk. The Mayor and City Controller of the City are further authorized and directed to deliver the Note to the Purchaser hereinafter named upon the terms and conditions hereinafter provided and to execute and deliver such other documents and instruments, attested to by the City Clerk, and to take such other action as may be necessary or appropriate to effect the issuance and sale of the Note in accordance with this Resolution and the Debt Act. The execution and delivery of the Note in accordance with Section 9 hereof and this Section 5 shall constitute conclusive proof of the approval of the final terms and provisions of the Note by the City.

Section 6. The Note, together with any other tax and revenue anticipation notes issued, or to be issued, by the City during the City's fiscal year ending on December 31, 2019, shall, upon issuance thereof, be equally and ratably secured by a pledge of, security interest in, and a lien and charge on, the taxes and other revenues to be received by the City during the period when the Note is outstanding; and the Mayor and City Controller of the City, attested by the City Clerk, are hereby authorized and directed to prepare and file, or to have filed, such financing statements as may be necessary to fully perfect such pledge, security interest, lien and charge pursuant to the Pennsylvania Uniform Commercial Code and Section 8125 of the Debt Act.

Section 7. If applicable, the City hereby covenants that it will not make any use of the proceeds of the Note or do or suffer any other action which, if such use or action had been reasonably expected on the date of issuance of the Note, would cause the Note to be an "arbitrage bond" or a "private activity bond" as such terms are defined in Section 148 or Section 141 of the Code and the regulations applicable thereto and further covenants that it will comply with Section 148 and Section 141 of the Code, and with any regulations applicable thereto, throughout the term of the Note, including without limitation, any requirements relating to a rebate of certain excess earnings pursuant to Section 148(f) of the Code of any regulations applicable thereto now existing or promulgated hereafter. In connection therewith, the Mayor and City Controller of the City, attested by the City Clerk, are hereby authorized and directed to execute and to deliver, in the name and on behalf of the City, any and all documents or other instruments which Stevens & Lee, P.C., Bond Counsel, may reasonably request to provide its opinion that the Note is not an "arbitrage bond" or a "private activity bond" within the meaning of Section 148 and Section 141 of the Code and the regulations applicable thereto, if applicable.

Section 8. The proposal of the lender identified therein, presented to the Council is attached hereto as Exhibit "B", or such other proposal and lender, and with such other terms and provisions, as may be selected by the Mayor of the City (such proposal selected in accordance with this Section 8 being hereinafter referred to as the "Proposal" and such lender selected in accordance with this Section 8 being hereinafter referred to as the "Purchaser"), is hereby accepted and the Note is hereby awarded to the Purchaser at a private sale for the purchase price of \$3,000,000. The terms

of the Proposal are incorporated herein by reference with the same effect as if set forth in full at this place. The Mayor and City Controller, attested by the City Clerk, are hereby authorized and directed to, accept the Proposal, in the name of and on behalf of the City, by executing the City's acceptance on an original copy of the Proposal, to deliver a copy of the same to the Purchaser and to file the original with the records of the City. The Mayor and City Controller are hereby authorized to deliver the Note to the Purchaser upon receipt of the full principal amount of the purchase price for such Note and upon compliance with all conditions precedent to such delivery as required by the Debt Act, this Resolution and the Proposal; and such Mayor and City Controller, attested by the City Clerk, is hereby authorized and directed to prepare, verify and deliver to the Purchaser concurrently with the delivery of the Note, the certificate required by Section 8127 of the Debt Act, a copy of which certificate shall be retained with the records of the City until all tax and revenue anticipation notes issued by the City during the fiscal year ending on December 31, 2019, shall have been paid in full.

Section 9. The form of the Note shall be substantially as set forth and attached hereto as Exhibit "A," which form is hereby incorporated by reference and adopted as it fully recited at length herein and said form is hereby approved by this Council. The form of the Note as submitted to the City is hereby approved in substantially such form, with such changes, insertions and variations as are necessary or appropriate to reflect the final terms, including, but not limited to, taxable or tax-exempt interest rates, principal amounts, the name or designation and redemption or prepayment provisions, of the Note and whether the Note is issued as a taxable or tax-exempt interest rate note, all as determined by the Mayor of the City upon delivery of the definitive Note in accordance with the provisions of this Resolution and such other changes as the Mayor of the City may approve, such approval to be evidenced by such officer's execution and delivery of the Note.

Section 10. The proper officers of the City are hereby authorized, empowered and directed to contract with a bank or bank or trust company authorized to do business in the Commonwealth of Pennsylvania (the "Paying Agent") for its services as paying agent and sinking fund depository in accordance with the terms of the Proposal, this Resolution and the Debt Act. The proper officers of the City are hereby authorized to establish a sinking fund for the Note with the Paying Agent for the benefit of the holder of the Note. The City Controller or other proper officer of the City is hereby authorized and directed to make deposits to the sinking fund to be held for the payment of principal and interest on the Note no later than the date of final maturity thereof.

Thereafter, the Paying Agent shall, without further authorization or direction from the City or any of its officials, withdraw moneys from the sinking fund and apply such moneys to the payment of principal and interest then due on the Note. Deposit by the City into the sinking fund of the full amount of such money shall satisfy in full the obligation of the City to pay principal and interest with respect to the Note.

Section 11. Stevens & Lee, P.C., is hereby appointed Bond Counsel to the City in connection with the issuance and sale of the Note.

Section 12. The City Controller or other proper official of the City is hereby authorized and directed to pay at, or subsequent to, the closing for the issuance of the Note, all

costs and expenses incurred by or on behalf of the City or required to be paid by the City in connection with the issuance and delivery of the Note to the Purchaser.

[The remainder of this page intentionally left blank.]

DULY ADOPTED, THIS 20TH DAY OF DECEMBER, 2018, BY THE COUNCIL OF THE CITY OF WILKES-BARRE, LUZERNE COUNTY, PENNSYLVANIA, IN LAWFUL REGULAR SESSION DULY ASSEMBLED.

CITY OF WILKES-BARRE
Luzerne County, Pennsylvania

Mayor

City Controller

Attest:

City Clerk

(SEAL)

EXHIBIT "A"

NOTE

EXHIBIT "B"

PROPOSAL FOR PURCHASE OF NOTE

TERMS OF PROPOSAL-CITY OF WILKES-BARRE

I, a duly authorized officer of PNC Bank, National Association, do hereby certify in connection with the above-described Note that the attached Proposal was duly made and delivered to the Local Government Unit not later than the date of adoption of the Resolution and that its exact Terms are:

Interest Rate: 2.489% tax free, fixed interest rate
3.14% taxable, fixed interest rate

Principal Amount: \$3,000,000

Price: Par

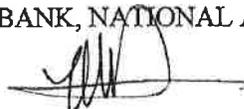
Dated: ON OR ABOUT January 4, 2019

Maturity Date: December 31, 2019

Early Redemption or Prepayment: Allowed without penalty

Origination Fee: \$0
Legal Review Fee: \$1,500

PNC BANK, NATIONAL ASSOCIATION



Print Name: Michael Dennen
Authorized Officer

* This proposal is conditioned on the following:

- a) PNC's internal credit approval subsequent to the receipt of the most recent financial information as well as the cash flow calculation supporting this request.
- b) Repayment of all outstanding tax and revenue anticipation notes for 2018 prior to funding this Note.
- c) A settlement on or about January 4, 2019 unless otherwise waived by the Purchaser.
- d) The Bank provided closing documents must be used. Any changes must be Bank approved and may be subject to additional legal review fees.

CITY OF WILKES-BARRE
LUZERNE COUNTY, PENNSYLVANIA
TAX AND REVENUE ANTICIPATION NOTE
SERIES OF 2019
DATED JANUARY 2, 2019

The City of Wilkes-Barre (the "City"), Luzerne County, Commonwealth of Pennsylvania (the "Commonwealth"), for value received, hereby promises to pay to PNC Bank, National Association (the "Purchaser" or "Paying Agent"), upon surrender hereof, the principal sum of Three Million Dollars (\$3,000,000) or such lesser particular sum as shall represent the unpaid balance of such principal sum advanced to the City with interest at the fixed annual interest rate of 2.489% as specified in the proposal (the "Purchase Proposal") of the Purchaser, payable on the unpaid and advanced balance of this Note during the term of this Note. Both the principal of and interest on this Note shall be payable in lawful money of the United States of America on December 31, 2019 (the "Maturity Date") (as specified in the Purchase Proposal) upon presentation and surrender of this Note at the office of the Purchaser. The terms and provisions of the Purchase Proposal, attached as Exhibit A hereto, are incorporated herein in their entirety as if fully set forth herein. Payments of principal and interest on this Note are payable on the dates set forth in the Purchase Proposal. Interest on this Note shall be computed on the basis of a 360-day year for the actual number of days elapsed (365 or 366/360, as the case may be).

If the due date for payment of interest on or principal of this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to close, then payment of such interest, principal or redemption price need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day upon which banking institutions in the Commonwealth are authorized by law or executive order to close with the same force and effect as if made on the due date for payment of principal or interest and no interest shall accrue thereon for any period after such due date.

Both principal and interest are payable in such coin or currency as on the respective date of payment thereof and shall be legal tender for the payment of public and private debts, at the office of PNC Bank, National Association, the paying agent, located in Scranton, Pennsylvania.

This Tax and Revenue Anticipation Note, Series of 2019 (the "Note"), is authorized and issued in the principal amount of \$3,000,000 in accordance with the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, Act 53 Pa.C.S. Chs. 80-82 (the "Act"), and pursuant to a resolution, dated December 20, 2018 (the "Resolution"), duly adopted by the City and filed, together with other required documents, with the Pennsylvania Department of Community and Economic Development. Reference is hereby made to the Act and the Resolution for a complete statement of the rights and limitations of rights of owners of the Note, to all of which the owner hereof by acceptance of this Note assents.

This Note is issued under and in accordance with the Act, for the purpose of providing funds for current expenses payable in the current fiscal year in anticipation of the receipt of taxes and other revenues by the City from the date of original delivery of the Note to the stated maturity date thereof.

The City shall have the privilege, at any time, and from time to time, to prepay the unpaid principal balance of this Note, in whole or in part, without premium or penalty.

The Note does not pledge the credit or taxing power of the Commonwealth; nor shall this Note be deemed an obligation of the Commonwealth; nor shall the Commonwealth be liable for payment of the principal of or interest on this Note.

The Purchaser shall have the right to exercise the remedies set forth herein and in the Act. Any failure by the Purchaser to exercise any right or privilege hereunder shall not be construed as a waiver of the right or privilege to exercise such right or privilege, or to exercise any other right or privilege, at any other time, and from time to time, thereafter.

This Note is secured under the Resolution by the pledge of, security interest in and a lien and charge on the taxes and other revenues of the City specified in the Resolution to be received during the period when the Note is outstanding, together with all proceeds thereof. Such pledge, security interest, lien and charge have been perfected and are enforceable in the manner provided by the Act.

The City has covenanted that it will deposit in the sinking fund for the Note established by the Resolution with the Paying Agent such amounts as will be sufficient to pay the principal of and interest on the Note issued pursuant to the Resolution as and when the same shall become due and payable, and such sinking fund shall be applied exclusively to such purpose.

The Purchaser shall have the right to exercise the remedies set forth in the Act. Any failure by the Purchaser to exercise any right or privilege hereunder shall not be construed as a waiver of the right or privilege to exercise such right or privilege, or to exercise any other right or privilege, at any other time, and from time to time, thereafter.

In the Resolution, the City has covenanted that it will not make any use of the proceeds of the Note or take or omit to take any other action which would cause the Note to be an "arbitrage bond" or a "private activity bond" as such terms are defined in Sections 148 and 141 of the Code, and applicable regulations promulgated with respect thereto, including, but not limited to, provisions regarding the use or investment of the proceeds of the Note and the rebate requirements in Section 148(f) of the Code.

This Note has been designated in the Resolution by the City as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code").

No recourse shall be had for the payment of the principal of or interest on this Note, for any claim based hereon or on the Resolution any member, officer or employee, past,

present, or future, of the City or of any successor body, as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of this Note.

It is hereby certified that all actions required by the Act to be taken to render this Note valid and obligatory have been taken pursuant to the Act, that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed precedent to and in the authorization and issuance of this Note exist, have happened and have been performed in regular and due form and manner as required by law; and that all existing indebtedness of the City is within every limitation prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City has caused this Note to be executed by its Mayor and City Controller, and its seal to be hereunto affixed and the same to be attested by its City Clerk this 2nd day of January, 2019.

(SEAL)

CITY OF WILKES-BARRE
Luzerne County, Pennsylvania

By: _____
Mayor

By _____
City Controller

Attest:

City Clerk

EXHIBIT A

Purchase Proposal



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, the City of Wilkes-Barre, Pennsylvania (the "City") (i) will be owed outstanding taxes that are secured by real estate tax claims on parcels located in Luzerne County for the fiscal year ending December 31, 2018 and previous years (collectively, the "2018 Tax Claims"); (ii) anticipates that it will be owed additional outstanding taxes that will be secured by real estate tax claims on parcels located in Luzerne County for the fiscal year ending December 31, 2019 (the "anticipated 2019 Tax Claims"); and (iii) anticipates that it will be owed additional outstanding taxes that will be secured by real estate tax claims on parcels located in Luzerne County for the fiscal year ending December 31, 2020 (the "anticipated 2020 Tax Claims") and (iv) anticipates that it will be owed additional outstanding taxes that will be secured by real estate tax claims on parcels located in Luzerne County each fiscal year thereafter; and

WHEREAS, the City of Wilkes-Barre Finance Authority (the "Authority") has a program in place to purchase the 2018 Tax Claims in an estimated amount not to exceed that fiscal year's real estate tax settlement amount on or after January 1, 2019, and, on or after January 1, 2020, to purchase the 2019 Tax Claims in exchange for an estimated amount not to exceed that fiscal year's real estate tax settlement amount, and, on or after January 1, 2021, to purchase the 2020 Tax Claims in exchange for an estimated amount not to exceed that fiscal year's real estate tax settlement amount;

WHEREAS, a Purchase and Sales Agreement (the "Agreement"), which will include therein a mandatory repurchase obligation by the City, together with any other documents or instruments necessary to complete the transaction, will be entered into by the City and the Authority for the purchase of the 2018 Tax Claims and may be further amended by the City and the Authority for the subsequent purchase of future tax claims, including, but not limited to, the anticipated 2019 Tax Claims and the anticipated 2020 Tax Claims.

NOW THEREFORE, IT IS HEREBY

RESOLVED, that the City agrees to sell its 2018 Tax Claims in exchange for an estimated amount not to exceed that fiscal year's real estate tax settlement amount to the Authority pursuant to the Agreement, and, on or after January 1, 2020, to purchase the anticipated 2019 Tax Claims in exchange for an estimated amount not to exceed that fiscal year's real estate tax settlement amount, and, on or after January 1, 2021, to purchase the anticipated 2020 Tax Claims in exchange for an estimated amount not to exceed that fiscal year's real estate tax settlement amount, which includes therein a mandatory repurchase obligation by the City under certain circumstances, and other supporting documents and amendments that shall be in a form approved by the Mayor and City Solicitor; and be it

Submitted by _____

FURTHER RESOLVED, that the City be and is hereby authorized to sell the 2018 Tax Claims and the anticipated 2019 Tax Claims and the anticipated 2020 Tax Claims to the Authority on such terms and conditions as approved by the Mayor and City Solicitor; and be it

FURTHER RESOLVED, that the City shall retain the firm of Municipal Revenue Services, Inc., to facilitate the structure, closing and implementation of the sale of the 2018 Tax Claims and the anticipated 2019 Tax Claims and the anticipated 2020 Tax Claims as contemplated by the Agreement as same may be amended; and be it

FINALLY RESOLVED, that the proper City officials be and they are hereby authorized and directed to take any and all actions necessary and required to complete the transactions, including, but not limited to, the execution of all documents subject to the approval as to form of said document by legal counsel for the City.

CITY OF WILKES-BARRE
CERTIFICATE OF CITY CLERK

THE UNDERSIGNED, the City Clerk of the City of Wilkes-Barre, does hereby certify that:

1. I am the duly qualified City Clerk of the City of Wilkes-Barre (the "City").

2. Attached hereto as Exhibit "A" is a true and correct copy of the resolution adopted by the Wilkes-Barre City Council at a meeting held on _____, 2018, pursuant to notice, at which a quorum was present and acting throughout and that said resolution has not been modified, amended or rescinded and is in full force and effect at the date hereof in the form annexed hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Wilkes-Barre this ____ day of _____, 2018.

THE CITY OF WILKES-BARRE

By: _____
Jim Ryan, City Clerk



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

THAT the proper city officials are hereby authorized to take any and all necessary actions related to entering into a Parking Lease Agreement with WestGUARD Insurance Company for parking spaces at the Intermodal Parking Garage.

Submitted by _____

ROLL CALL

PARKING GARAGE LEASE AGREEMENT

THIS LEASE, dated as of December _____, 2018, by and between City of Wilkes Barre, Pennsylvania (herein called "Landlord") and WestGUARD Insurance Company (herein called "Tenant") (the "Lease").

WITNESSETH:

The Landlord hereby agrees to lease to the Tenant the Premises described in Article I below for the Rent and upon the terms and conditions hereinafter set forth, and, in consideration of such leasing, both Parties hereby agree as follows:

WHEREAS, Tenant desires to rent parking spaces for its employees and guests for its new headquarters at 39 Public Square, Wilkes Barre, Pennsylvania.

WHEREAS, Landlord commits to provide parking spaces that Tenant requires at a price of Forty-five Dollars (\$45) per parking space per month for a period of two (2) years, in accordance with the terms set forth hereinafter.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I: PREMISES AND ASSIGNMENT OF SPACES

Landlord commits to provide seven hundred fifty-two (752) parking spaces in the Intermodal Parking Garage from January 1st 2019 (the "date of Lease") to 12/31/2020 which is two (2) years from the date of the Lease (the "Term") at a rental rate of Forty-five Dollars (\$45) per month for each space, in accordance with the provisions set forth below and Article IV hereinafter.

The parking garage known as the "Intermodal Parking Garage" located at 44 South Main Street Wilkes-Barre, Pennsylvania 18701 ("Premises"), is owned by the City of Wilkes-Barre, Pennsylvania and is proximate to Tenant's location at 39 Public Square located in the City of Wilkes-Barre, County of Luzerne, Commonwealth of Pennsylvania. The Premises consists of a total of seven hundred fifty-two (752) parking spaces, of which Landlord commits to provide all or part as requested by Tenant according to the mechanism described below, which will be made available to Tenant for its exclusive use on an as needed basis (as set forth hereinafter) following the execution of this Lease by both parties. Within the Term, as hereinafter defined, Tenant shall initially notify Landlord, by written notice, of the number of parking spaces it will require, which 10% of them Landlord shall mark as designated solely for Tenant's executives and guests. That notice (the "Initial Notice") shall be accompanied by full payment for the number of spaces required in the Initial Notice from the date of occupancy, as defined hereinafter (the "Initial Date of Occupancy"), to the end of the Term. This payment, as well as all additional payments for rent shall be nonrefundable, except in the event of termination by Tenant due to a material breach of this Lease by Landlord as defined in Article III, or full or partial destruction of premises, in which event the refund shall be calculated by multiplying the number of paid spaces affected by the destruction times the number of months the paid spaces are unavailable to Tenant as set forth under Article VI.

If the Initial Notice does not encompass all of the 752 parking spaces agreed to be the subject of this Lease, then Tenant may, at any time throughout the Term, provide further written notice to Landlord of additional parking spaces it wishes to lease (to a maximum of 752 in total) for the remainder of the Term. That/those notice(s) (the "Additional Notices") shall be accompanied by full payment for the number of additional spaces specified from the date of occupancy identified in each instance and ascertained as set forth

hereinafter (the “Additional Date(s) of Occupancy”) to the end of the Term. Identical terms shall govern all notices and parking spaces leased (i.e. designation and free parking).

In all instances, the date identified by the Tenant as the Date of Occupancy for the parking spaces leased in the Initial Notice and all Additional Notices shall be the first day of the second month following the date of receipt of the notice by Landlord, unless otherwise agreed by the parties in writing in each instance.

The Landlord hereby covenants and warrants that it is sole owner of the lot and has made the necessary accommodations to ensure Tenant, Tenant’s employees and guests are able to use and enjoy said Premises free and clear of all liens, encumbrances, restrictions or defects in title and without interference from anyone who might claim to have a right to the space.

The Premises are being accepted in an “as is, where is” condition, subject to: (a) Landlord’s adherence to Desman Design management memorandum Analysis of the Parking Assets of the City of Wilkes-Barre, PA dated June 22, 2018, and (b) an inspection undertaken by Tenant, in the presence of a representative of the Landlord, prior to the mutual execution and delivery of the Lease by the parties. If the inspection reveals any deficiencies, they will be immediately reported to Landlord, with a copy of the report. Landlord will respond within twenty (20) days of its receipt of the report, identifying its willingness to repair each item. To the extent that it decides not to repair certain items, Tenant shall, prior to occupancy of any parking spaces, notify Landlord as to whether Tenant shall pay for the repairs which Landlord has declined to repair, and charge Landlord for the actual cost, or, in the alternative, to terminate further consideration of leasing under the terms of this document, in which case there shall be no further obligation on the part of either party. Notwithstanding the foregoing, Tenant’s acceptance of the Premises shall not be construed to alter Landlord’s repair and maintenance obligation under Article V hereof.

ARTICLE II: USE OF PREMISES

Peaceable Possession. The Landlord and Tenant each represents to the other that it has the right and power to execute and perform this Lease. Landlord warrants it owns the premises free and clear of any liens or encumbrances and that the Tenant will have quiet and peaceable possession of the Premises throughout the duration of the term of the Lease.

Use of Premises. Tenant shall use the Premises as a parking facility for motor vehicles.

Compliance with Law. The Tenant will comply with and will use its best effort to cause its agents, servants, business visitors and invitees to comply with, all laws, statutes, municipal ordinances, rules and regulations of public authority applicable to the use of the Premises. The Landlord will comply with and will use its best effort to cause its agents, servants, business visitors and invitees to comply with all laws, statutes, municipal ordinances, rules and regulations of public authority applicable to the ownership, operation or maintenance of the Premises. Landlord, at its own expense shall make any permanent building installation and/or alteration that may be required by law, statute, municipal ordinances, rules, or regulations or revisions thereof.

Subletting. Tenant may not sublet any spaces without Landlord’s express written permission. If permission is granted, rent may not exceed the Rental Rate paid by Tenant for the parking spaces.

ARTICLE III: TERM AND TERMINATION

Term. The Tenant hereby leases the Premises for an initial term of two (2) years, commencing January 1st, 2019 (“Initial Term”). Following the expiration of the Initial Term, and subject to earlier termination only as specifically permitted in this Lease hereunder, this Lease shall automatically renew for subsequent two-year terms (“Renewal Terms”) unless either party provides the other party with at least ninety days’ (90) advance written notice of its intention not to renew prior to the expiration of the then existing Term. The rental rate for any Renewal Term shall be the price parties will agree on in writing prior to the commencement of the then applicable Renewal Term.

Termination. Either party to this Lease may terminate this agreement for material breach by the other party of its stated obligations hereunder (“breaching party”) ninety (90) days after the breaching party’s receipt of written notice from the non-breaching party specifying the nature of the breach of the terms or conditions of the Lease, if the breaching party has failed to cure or remedy any such breach within ninety (90) days from the date of its receipt of the notice (a “Default”). Notwithstanding the foregoing, a breach shall not be deemed to have occurred if the cure of the breach cannot be reasonably completed within the ninety (90) day period and the party responsible to cure has initiated curative measures and proceeded with reasonable diligence to complete the curative measures necessary and provided the breach is cured no later than one hundred eighty (180) days after receipt of notice of the breach.

ARTICLE IV: RENT

- (A) **Estimated Total Rental Rate** - Landlord hereby agrees to lease parking spaces at the Premises to Tenant at a rate of Forty-five Dollars (\$45) per parking space, per month (“Rental Rate”), for the Initial Term. Tenant will give prior notice(s) to Landlord of the amount of spaces necessary to accommodate its initial and additional needs in accordance with Article I, not to exceed a maximum of seven hundred fifty-two (752) spaces. Subject to free spaces allowance as described below, Tenant shall provide Landlord a payment in full equal to the number of spaces requested, multiplied by the Rental Rate, multiplied by the number of months remaining in the Initial Term, simultaneous with its notice(s), as previously set forth herein.

Tenant shall pay Landlord an estimated initial rent payment for the Initial Term within 30 days of the execution of this Agreement and no later than 1/1/2019.

- (B) **Free Spaces Allowance and Calculation of Actual Rent** - Tenant shall have a monthly allowance for free spaces equal to 10% of the total number of parking spaces. Thus, Tenant will pay for 90% of the total number of parking spaces provided in the Initial Notice: $0.9Y * \$45 * 24$ (Y=number of parking spaces in the Initial Notice).
- (C) **Additional permanent parking spaces** – For every additional permanent parking space, Tenant will pay Landlord an additional amount of \$45 multiplied by the number of months left until the end of Term. However, Tenant will not pay any amount for every 10th additional permanent parking space.
- (D) Tenant will be allowed to use its parking spaces for a temporary/daily parking in the event the permanent holder is not occupying its space.
- (E) Any dispute between the Landlord and the Tenant in regards to Article IV (A+B+C+D) shall be resolved within 72 hours in good faith and in the spirit of the agreement by the following

representative: from the Tenant side by Chief Operating Officer, from the Landlord side by City Administrator.

- (F) Both parties agree that in the event Landlord and Tenant enter into a written agreement for the sale of the Premises by December 31, 2019, all the sums paid by Tenant to Landlord pursuant to this Agreement shall be applied to the purchase price for such purchase.

ARTICLE V: MAINTENANCE AND REPAIR

Landlord shall bear sole responsibility to maintain the premises in accordance with the local industry standards, subject to Tenants inspection results as expressed in article I, including, but not limited to:

Repair. Landlord shall take good care of the Premises and will keep the Premises in good order and condition. Landlord shall make, at its own expense, all structural and exterior repairs to the Premises and will maintain in good operating condition all Landlord's permanent building installations, systems and utilities..

Utilities. The Landlord shall furnish all utility services presently in use to the Premises at its own expense. The premises and areas used to access the premises shall be properly lit at all times, consistent with that lighting in use following inspection and acceptance of the Premises by the Tenant, as set forth in Article I.

Ice and Snow. The Landlord shall ensure that the Premises, including all points of ingress and egress, stairways, sidewalks and parking areas remain free from ice, snow, and other obstructions and are in good condition and repair within a reasonable period following accumulation of snowfall at all times under this Agreement.

Security. Landlord shall ensure that the Premises and stairways and other areas used to access the premises are maintained in safe condition at all times and shall use its best efforts to prevent access to the Premises by unauthorized persons, as agreed between tenant and landlord.

Traffic Arrangement. Landlord shall ensure all necessary changes to the flow of traffic are made within the premises and surrounding areas to eliminate any possibility of a traffic jam.

ARTICLE VI: DAMAGE OR DESTRUCTION

In the event that the Premises are damaged by fire or other casualty and such fire or other casualty renders all or any part of the Premises unusable, Landlord shall promptly restore the Premises, but no later than one hundred eighty (180) days after the date of fire or other casualty. Such restoration shall be to restore the Premises to a condition substantially similar to the condition that existed prior to the casualty, except for any modifications which may be required by applicable law, code, and/or ordinance including, but not limited to, zoning and building codes. In consideration of Tenant's prepayment for use of the Premises, Landlord shall furnish Tenant a refund equal to Forty-five Dollars (\$45) multiplied by the number of paid spaces rendered unusable by the casualty for each month that any paid parking spaces subject to this Lease remain unusable, pro-rated for any partial months during which the paid spaces are not usable.

If the Premises or any portion thereof shall be damaged by fire or other casualty, resulting in more than twenty (20%) percent of the parking spaces leased hereunder by Tenant remaining uncured for more than 180 days after the casualty, Tenant may elect to terminate this Lease, retroactive to the date of the fire or other casualty, with respect to the parking spaces so affected, upon written notice to the Landlord and Landlord will provide Tenant a refund equal to Forty-five Dollars (\$45) multiplied by the number of paid

parking spaces so affected multiplied by the number of months remaining in the Term after the date of the fire or other casualty, pro-rated for any partial months.

ARTICLE VII: INDEMNITY AND INSURANCE

Indemnity: Each Party (“Indemnitor”), shall indemnify, defend and hold the other party (“Indemnitee”) harmless from and against any and all claims, demands, actions, causes of actions, penalties, judgements, court costs, reasonable attorney’s fees and liabilities of every kind and description for injury, including death, of persons and damage to and loss of property which are caused by or arise out of the Indemnitor’s acts, omissions, ownership or maintenance of the Premises.

Insurance: Each party, at its sole cost and expense, shall maintain, throughout the entirety of this Lease, Comprehensive General Liability, Commercial Excess, Commercial Automobile Liability, Professional Liability (Garagekeeper’s Liability as to Landlord), Errors and Omissions, and statutory Worker’s Compensation, with limits sufficient to cover any and all liabilities that may arise out of or be in connection to its obligations under this Lease.

ARTICLE VIII: ASSIGNABILITY AND BINDING EFFECT

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

ARTICLE IX: HOLD OVER

If, at the expiration of the Initial Term or any Renewal Term of this Lease, the Tenant continues in possession of the Premises with written consent of Landlord, but without any new written Lease or any written renewal or extension of the term of this Lease, such continued occupancy will constitute a lease only from month to month. Notwithstanding any provision to the contrary, the Rental Rate then in existence shall not apply to any holdover period. Following the expiration of the then applicable Term, Landlord shall charge the prevailing market rate per parking space, per month which shall be equal to the then applicable prevailing monthly parking rate charged by the Landlord or the Parking Authority of the City of Wilkes-Barre to Tenants in its other public garages in the City of Wilkes-Barre during the holdover period.

ARTICLE X: NOTICES

All notices which are required to be or may be given under the terms of this Lease must be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) three (3) business days after being mailed by first class certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid, to the parties at the following addresses:

If to Tenant:

Attn: Chief Operating Officer
WestGUARD Insurance Company
39 Public Square
Wilkes-Barre, PA 18702

If to Landlord:

Attn: City Administrator
City of Wilkes-Barre
40 E Market Street
Wilkes-Barre, PA 18711

ARTICLE XI: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and there are no other terms, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, which are not referred to or incorporated herein. Any agreement made hereafter shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

ARTICLE XII: MODIFICATIONS

No modification of any of the provisions of this Lease shall be effective unless it is in writing and signed by the Landlord and Tenant.

ARTICLE XIII: GOVERNING LAW

This Lease shall be governed by and construed in accordance with the applicable laws of the Commonwealth of Pennsylvania.

ARTICLE XIV: PARTIAL INVALIDITY

If any term or provision of this Lease or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected and each such term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XV: TIME OF THE ESSENCE

All times provided for herein are and shall be of the essence of this Agreement and any extension of any such time or times shall continue to be of the essence of the Agreement.

ARTICLE XVI: COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

[Remainder of Page Intentionally Left Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, and intending to be legally bound, the Landlord and Tenant have caused this Lease to be executed by their respective authorized representatives as of the date of final signature herein below.

WestGUARD Insurance Company

Rick Gazenski, City Administrator

By

Darren Snyder, City Controller

Title

Attest:

City Clerk's Office

Date Signed

Date Signed



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, the establishment of the Mohegan Sun Casino at Pocono Downs (Casino) has resulted in revenue from this facility allocated to a Local Share Account—Luzerne County (Account) administered by the Commonwealth Financing Authority (CFA); AND

WHEREAS, money in this Account is available for distribution to municipalities in Luzerne County; AND

WHEREAS, revenue in this Account is designated to improve the quality of life of citizens in the City of Wilkes-Barre and other municipalities in Luzerne County; AND

WHEREAS, the City of Wilkes-Barre is desirous of applying for a \$732,799.00 grant from the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds. The funding will be used for renovations to Wilkes-Barre City Hall. The building was built in 1893 and is in need of many improvements due to its age. The specific use of the grant funds will be for architectural services, selective demolition, elevator car repair/replacement, stairwell ADA improvements, LED lighting, restrooms, floor/wall tile, restroom toilet fixtures, common area/office flooring, painting, plaster repairs and repairs to the exterior of the building; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the CITY OF WILKES-BARRE that the proper City officials are hereby authorized to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds; AND

FURTHER, that the Mayor is hereby authorized to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the Wilkes-Barre City Hall Renovations project, if the application is approved.

Submitted by _____



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, the establishment of the Mohegan Sun Casino at Pocono Downs (Casino) has resulted in revenue from this facility allocated to a Local Share Account—Luzerne County (Account) administered by the Commonwealth Financing Authority (CFA); AND

WHEREAS, money in this Account is available for distribution to municipalities in Luzerne County; AND

WHEREAS, revenue in this Account is designated to improve the quality of life of citizens in the City of Wilkes-Barre and other municipalities in Luzerne County; AND

WHEREAS, the City of Wilkes-Barre is desirous of applying for a \$771,650.00 grant from the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds. The funding will be used for upgrades to the Hollenback golf course area located in Wilkes-Barre. The golf course area is an under-utilized asset that has the potential to increase in value and generate new revenue for the city. This project will add a golf driving range and an 18-hole miniature golf course to the existing Hollenback golf course area. By adding these two additional features the age range and number of people using the golf facility will increase while creating a new revenue source for the city; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the CITY OF WILKES-BARRE that the proper City officials are hereby authorized to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds; AND

FURTHER, that the Mayor is hereby authorized to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the City of Wilkes-Barre's Hollenback Golf Course Upgrades project, if the application is approved.

Submitted by _____



Resolution No. _____ Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, the establishment of the Mohegan Sun Casino at Pocono Downs (Casino) has resulted in revenue from this facility allocated to a Local Share Account—Luzerne County (Account) administered by the Commonwealth Financing Authority (CFA); AND

WHEREAS, money in this Account is available for distribution to municipalities in Luzerne County; AND

WHEREAS, revenue in this Account is designated to improve the quality of life of citizens in the City of Wilkes-Barre and other municipalities in Luzerne County; AND

WHEREAS, the City of Wilkes-Barre is desirous of applying for a \$167,805.00 grant from the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds. The funds will be used to purchase new HVAC roof top units for the F.M. Kirby Center. The current HVAC system was installed in 1985 and is no longer energy efficient. Also, this project is necessary in order to conform to the upcoming freon government requirements that are expected to be implemented in the next two years because of the EPA's phase out of R-22; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the CITY OF WILKES-BARRE that the proper City officials are hereby authorized to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds; AND

FURTHER, that the Mayor is hereby authorized to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the F.M. Kirby Center HVAC Improvements project, if the application is approved.

Submitted by _____



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, the establishment of the Mohegan Sun Casino at Pocono Downs (Casino) has resulted in revenue from this facility allocated to a Local Share Account—Luzerne County (Account) administered by the Commonwealth Financing Authority (CFA); AND

WHEREAS, money in this Account is available for distribution to municipalities in Luzerne County; AND

WHEREAS, revenue in this Account is designated to improve the quality of life of citizens in the City of Wilkes-Barre and other municipalities in Luzerne County; AND

WHEREAS, the City of Wilkes-Barre is desirous of applying for a \$250,000.00 grant from the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds. The funding will be used to assist the Volunteers in Medicine (VIM) in renovating space on the second floor of their building at 190 North Pennsylvania Avenue, Wilkes-Barre, PA. The renovations will allow them to expand services based on the needs of the community. The behavioral health program is in high demand by the patients in this particular low-income population that have anxiety and depression due to socio-economic issues. Additional space will allow them to recruit volunteer psychologists, social workers, psychiatric nurse practitioners, and psychiatrist. The renovated area will also feature an exercise and wellness program to assist the 42% of VIM's patient population that are obese. Goals of purchasing eye care equipment to provide eye care at VIM is also part of the service expansion plan. The funds would greatly assist VIM in keeping our community healthy, well and working; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the CITY OF WILKES-BARRE that the proper City officials are hereby authorized to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds; AND

FURTHER, that the Mayor is hereby authorized to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the Volunteers in Medicine's "Increase to Access to Care" initiative, if the application is approved.

Submitted by _____



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, the establishment of the Mohegan Sun Casino at Pocono Downs (Casino) has resulted in revenue from this facility allocated to a Local Share Account—Luzerne County (Account) administered by the Commonwealth Financing Authority (CFA); AND

WHEREAS, money in this Account is available for distribution to municipalities in Luzerne County; AND

WHEREAS, revenue in this Account is designated to improve the quality of life of citizens in the City of Wilkes-Barre and other municipalities in Luzerne County; AND

WHEREAS, the City of Wilkes-Barre is desirous of applying for an \$650,000.00 grant from the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds. This request will provide funding of a data center located within the grid of Wilkes Barre center city serving the metropolitan market with cloud computing services, public and private cloud access utilizing existing fiber connections and creating a point of convergence for demand to offer an opportunity for other carriers to locate at this data center thus making the market more competitive and in turn lowering the costs of connectivity, security, backup and IT operations in our marketplace. A constant problem in selling our city and region to outside companies is the lack of digital infrastructure. With some of the lowest costs in commercial and residential space and a significant workforce looking for higher paying opportunities and willing to be trained - this data center with emerging digital infrastructure will bring significant economic opportunity to our marketplace while the national data center players continue to overlook our marketplace as not being attractive. An initial investment of \$1,850,000 to build out, purchase host equipment, locate at 105 North Main Street – Wilkes Barre, and undertake the rigorous requirements of this emerging data center includes private investment and funding commitments of \$1,200,000 with a grant request from LSA of \$650,000 for the total cost of \$1,850,000; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the CITY OF WILKES-BARRE that the proper City officials are hereby authorized to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds; AND

FURTHER, that the Mayor is hereby authorized to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the Data Center with Emerging Digital Infrastructure Project, if the application is approved.

Submitted by _____



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, the establishment of the Mohegan Sun Casino at Pocono Downs (Casino) has resulted in revenue from this facility allocated to a Local Share Account—Luzerne County (Account) administered by the Commonwealth Financing Authority (CFA); AND

WHEREAS, money in this Account is available for distribution to municipalities in Luzerne County; AND

WHEREAS, revenue in this Account is designated to improve the quality of life of citizens in the City of Wilkes-Barre and other municipalities in Luzerne County; AND

WHEREAS, the City of Wilkes-Barre is desirous of applying for an \$300,000.00 grant from the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds. The Irem Temple Restoration Project (ITRP) will address priority recommendations, outlined in a 2017 Conditions Assessment by John Milner Architects, to stabilize and preserve the Irem Temple Building located at 62 North Franklin Street in Wilkes-Barre. The primary features of this spectacular building are deteriorating and without immediate action, restoration will not be feasible in as little as 2-3 years. This project will make the ITRP phased reuse strategy for the building possible. The ITRP will use funds from this grant, in conjunction with private funds and other opportunities, to address specific major repairs regarding building security, exterior masonry, and roofing and drainage. Additionally, funds will be used to restore electricity to the building in order to install a monitoring system and a fire alarm system; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the CITY OF WILKES-BARRE that the proper City officials are hereby authorized to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds; AND

FURTHER, that the Mayor is hereby authorized to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the Irem Temple Restoration Project, if the application is approved.

Submitted by _____



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, the establishment of the Mohegan Sun Casino at Pocono Downs (Casino) has resulted in revenue from this facility allocated to a Local Share Account—Luzerne County (Account) administered by the Commonwealth Financing Authority (CFA); AND

WHEREAS, money in this Account is available for distribution to municipalities in Luzerne County; AND

WHEREAS, revenue in this Account is designated to improve the quality of life of citizens in the City of Wilkes-Barre and other municipalities in Luzerne County; AND

WHEREAS, the City of Wilkes-Barre is desirous of applying for a \$500,000.00 grant from the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds. This project involves the restoration of the Central Railroad of New Jersey Train Station located at 33 South Wilkes-Barre Boulevard. The structure was added to the National Register of Historic Places in 1975. Having a floor area of approximately 2,000 square feet at grade and 1,800 square feet on the second floor the estimated cost of renovation and sitework improvements is near \$1,000,000.00, resulting in a total cost per square foot at \$263. Work on this project will include repairing and installing a new roof system, new windows, electrical, plumbing and HVAC systems, ADA accessible bathrooms, lighting, flooring, repairing existing copper and stained-glass original ceiling, repairing the observation tower, platform area, soffits, fascia, trim, and doors. Original architectural features were preserved and placed in storage for renovation. The restoration will remove a central source of blight, increase the tax basis of the overall tract, create 10 new permanent jobs, 20 construction jobs, provide a critical improvement to the downtown gateway and result in a prominent project for the community: AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the CITY OF WILKES-BARRE that the proper City officials are hereby authorized to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds; AND

FURTHER, that the Mayor is hereby authorized to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the Train Station Restoration project, if the application is approved.

Submitted by _____



Resolution No. _____

Wilkes-Barre, PA _____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, the establishment of the Mohegan Sun Casino at Pocono Downs (Casino) has resulted in revenue from this facility allocated to a Local Share Account—Luzerne County (Account) administered by the Commonwealth Financing Authority (CFA); AND

WHEREAS, money in this Account is available for distribution to municipalities in Luzerne County; AND

WHEREAS, revenue in this Account is designated to improve the quality of life of citizens in the City of Wilkes-Barre and other municipalities in Luzerne County; AND

WHEREAS, the City of Wilkes-Barre is desirous of applying for a \$250,000.00 grant from the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds. This project involves the restoration of the historic Rainbow Room located in the 14th Floor of the 'Citizens Bank' building at 18 West Market Street in center city. The restoration is part of a larger building renovation project presently underway involving a mixed-use conversion of the structure. This historic component of the building was added and completed in the late 1920's to serve as an intimate ballroom. Unfortunately, the eve of the Great Depression was at hand and the space was never used for its intended purpose. This project proposes the restoration of this unique space to serve as a signature banquet /conference space for both public and private events. Work will include a full renovation of approximately 5,000 square feet and include the construction of a preparatory kitchen, banquet area upgrades, ADA upgrades, restroom renovations, painting, flooring, heating, electrical and cooling. Upon completion, this venue will serve the likes of Kings College, Wilkes University, Guard Insurance and other private businesses in need of small conference flex space; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the CITY OF WILKES-BARRE that the proper City officials are hereby authorized to prepare and submit the necessary application to the Commonwealth of Pennsylvania, acting through the CFA, for the Local Share Account- Luzerne County program funds; AND

FURTHER, that the Mayor is hereby authorized to enter into the appropriate agreement with the CFA, along with any or all other project documents, related to the Citizens Bank Rainbow Room Restoration project, if the application is approved.

Submitted by _____

FILE OF COUNCIL

No. 19 of 2018

PRESENTED IN CITY COUNCIL December 6, 2018

**AN ORDINANCE RENEWING A NEIGHBORHOOD IMPROVEMENT DISTRICT
(NID), IN SPECIFIC THE DOWNTOWN WILKES-BARRE BUSINESS
IMPROVEMENT DISTRICT, WITHIN THE
CITY OF WILKES-BARRE**

WHEREAS, pursuant to the Pennsylvania Neighborhood Improvement District Act (Act 2000-130 or the "Act"), municipal corporations are authorized to designate downtown commercial and mixed-use districts as neighborhood improvement districts ("NID"s); and

WHEREAS, the Downtown Wilkes-Barre Business Improvement District ("DWBBID") was created in 2007, following the requirements of Pennsylvania law, to allow property owners to pool their resources to effectively address common concerns within Downtown Wilkes-Barre; and

WHEREAS, the DWBBID was reauthorized in 2012 by Wilkes-Barre City Council for a second term extending to December 31, 2018, with provisions for renewal; and

WHEREAS, property owners within the boundaries of the Downtown Wilkes-Barre Business Improvement District as proposed in the Final Plan which is attached to this Ordinance support the renewal of the DWBBID for a new ten (10) year term and the listed supplemental services as provided by the Final Plan; and

WHEREAS, the purpose of this Ordinance is to renew, pursuant to the Act, the Downtown Wilkes-Barre Business Improvement District in the downtown area of the City of Wilkes-Barre referenced above (the "District"); and

WHEREAS, the City Council is authorizing and directing the Committee on rules and the Clerk of City Council to take any and all actions that are required by the City of Wilkes-Barre and the Act to formally renew the District; and

WHEREAS, the City Council of the City of Wilkes-Barre hereby authorizes the renewal of the District and to designate certain entities to administer programs and services within this said District in order to "promote and enhance more attractive and safer commercial industrial, residential and mixed use neighborhoods, economic growth, increased employment opportunities and improved commercial, industrial, business districts and business climates;" and

WHEREAS, the Diamond City Partnership, Inc. ("DCP"), a nonprofit corporation that operates in the designated District boundaries, has indicated its interest to the City of Wilkes-Barre to continue serving as the designated Neighborhood Improvement District Management Association ("NIDMA") for the Downtown Wilkes-Barre Business Improvement District ("District"); and

WHEREAS, all procedures required by the Act for the renewal of the District have been followed; and

WHEREAS, the benefited property owners within the District were given an opportunity to file objections in writing with the clerk for the governing body of the City of Wilkes-Barre within forty-five (45) days of presentation of the Final Plan; and

WHEREAS, the Clerk of the City of Wilkes-Barre received objections to the Final Plan and has determined that such number is less than 40% of the benefited property owners within the District as proposed in the Final Plan; and

WHEREAS, the Final Plan has therefore been satisfactorily approved by at least sixty percent of the benefited property owners within the District and is attached hereto; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wilkes-Barre, and it is hereby ordained by the authority of the same that:

SECTION I.

In accordance with the provisions of the Neighborhood Improvement District Act (Act 2000-130 or the "Act"), the Downtown Wilkes-Barre Business Improvement District is hereby renewed in the City of Wilkes-Barre with the boundaries set forth in Exhibit "A-1" attached hereto.

SECTION II.

The Diamond City Partnership, Inc., a Pennsylvania Non-Profit Corporation, is hereby designated as the Neighborhood Improvement District Management Association for the District.

SECTION III.

The City Council of the City of Wilkes-Barre hereby approves as the final plan for the District, the plan set forth in Exhibit "A" attached hereto. The Diamond City Partnership, Inc. is hereby authorized to assess property owners within the District a special property assessment fee in accordance with the provisions of the Final Plan and the provisions of the Act.

SECTION IV.

The Mayor of the City of Wilkes-Barre, on behalf of the City, is hereby authorized to enter into an agreement with the Diamond City Partnership, Inc. in a form approved by the City Solicitor, which agreement shall include the following provisions:

- a. A detailed description of the respective duties and responsibilities of the City and of the Diamond City Partnership, Inc. with respect to the District as set forth in the final plan approved under Section III herein;
- b. A requirement that the City will maintain within the District the same level of municipal programs and services that were provided within the District before its establishment;
- c. A sunset provision under which the agreement will terminate ten (10) years from the date this ordinance becomes law and may not be renewed unless the District is continued beyond that date in accordance with the sunset provisions under Section V of this ordinance; and
- d. The City will work with Diamond City Partnership, Inc. to file and collect any necessary liens for non-payment of property assessment fees as set forth in the Act.

SECTION V.

The District shall terminate ten (10) years from the date this ordinance becomes law in accordance with the provisions of the final plan approved under Section III. The District may be continued beyond that date only if the City Council of the City of Wilkes-Barre re-enacts this ordinance following a review of the District and the programs and services provided by the Diamond City Partnership, Inc. within the District.

SECTION VI.

The City Clerk shall keep on file the document referred to as Exhibit "A" and shall make it available for inspection by the public during regular office hours.

SECTION VII.

CONFLICTS

All Ordinances or parts of Ordinances of the City of Wilkes-Barre in conflict with this Ordinance to the extent of such conflict, and no further, are hereby repealed. The provisions of this Ordinance are severable. If any part of this Ordinance is declared to be unconstitutional, illegal or invalid, the validity of the remaining provisions shall be unaffected thereby.

SECTION VII.

EFFECTIVE DATE OF ORDINANCE

This ordinance shall become effective on January 1, 2019, following its adoption by Wilkes-Barre City Council.

ATTEST:

JAMES RYAN, CITY CLERK

FILE OF COUNCIL

NO. 20 of 2018

Presented in City Council December 6, 2018

AN ORDINANCE

ADDING AN ARTICLE IV. TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF WILKES-BARRE ENTITLED "PARKS AND RECREATION."

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF WILKES-BARRE THAT ARTICLE IV OF CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF WILKES-BARRE ENTITLED "PARKS AND RECREATION" IS HEREBY AMENDED TO ADD THE FOLLOWING:

ARTICLE IV. HOLLENBACK GOLF COURSE FEE SCHEDULE

Sec. 20-47. Hollenback Golf Course Fee Schedule.

1.	Resident Memberships	\$250.00
2.	Non Resident Membership	\$350.00
3.	Resident Senior Membership	\$175.00
4.	Non Resident Senior Membership	\$275.00
5.	Resident Student Membership	\$150.00
6.	Non Resident Student Membership	\$175.00
7.	Weekday Green Fee (9 Holes)	\$ 12.00
8.	Weekday Green Fee (18 Holes)	\$ 15.00
9.	Twilight Green Fee	\$ 10.00
10.	Weekend/Holiday Green Fee (9 Holes)	\$ 13.00
11.	Weekend/Holiday Green Fee (18 Holes)	\$ 15.00
12.	League Play (9 Holes)	\$ 10.00
13.	League Play (18 Holes)	\$ 13.00
14.	Pull Cart Rentals	\$ 2.00
15.	9 Hole Power Cart Rental for 2	\$ 14.00 (excluding green fees)
16.	18 Hole Power Cart Rental for 2	\$ 16.00 (excluding green fees)
17.	9 Hole Power Cart Rental (Single)	\$ 12.00 (excluding green fees)
18.	18 Hole Power Cart Rental (Single)	\$ 14.00 (excluding green fees)
19.	Golf Club Rentals	\$ 10.00
20.	Resident Season Riding Cart	\$400.00
21.	Non Resident Season Riding Cart	\$425.00
22.	Daily Surcharge for Non Resident Members	\$ 1.00

SEVERABILITY.

The provisions of this ordinance are severable. If any part of this ordinance is declared to be unconstitutional, illegal or invalid, the validity of the remaining provisions shall be unaffected thereby. It is the intention of the Council of the City of Wilkes-Barre that this ordinance would have been adopted had such unconstitutional, illegal or invalid part not been included.

REPEALER.

All ordinances, including File of Council No. 2 and 3 of 2018, or parts of ordinances inconsistent herewith be and the same are hereby repealed. All ordinances not specifically amended hereby remain in full force and effect.

Passed finally by the Council of the City of Wilkes-Barre on _____
_____, 2018.

This ordinance shall become effective ten (10) days after final passage by the Council of the City of Wilkes-Barre.

Attest:

Jim Ryan, City Clerk

Catherine Payne

From: Tony Brooks
Sent: Wednesday, March 28, 2018 3:49 PM
To: Catherine Payne
Subject: FW: Hollenback fees

Cathy,

Please update the Hollenback ordinance. See below.

Thank you,

-Tony

From: wbarrett@luzerne.edu [wbarrett@luzerne.edu]
Sent: Friday, March 23, 2018 1:47 PM
To: Tony Brooks
Cc: Mike.Merritt@metro.com; Mike Belusko; Beth Gilbert
Subject: Hollenback fees

Hi Tony,

Thank you for taking the lead on the Hollenback Golf Course fee ordinance. I am requesting that Council consider the following changes;

Resident from \$200 to \$250.00

Resident Senior from \$150.00 to \$175.00

Other than that, I am okay with the other proposed fees.

Thanks,

Bill

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2018 ORDINANCES

- 1 of 2018 Adopting the 2018 Action Plan Encompassing the Community Development Block Grant Program, and Home Program Budgets for Program Year Forty-Four. (ON TITLE)
Will need to be reread on First Reading – On Title no longer acceptable (Henry). It will need a new number.
- 2 of 2018 Amending Article IV of Chapter 20 “Parks and Recreation”.
Hollenback Golf Fees – On Title
Will need to be reread on First Reading – On title no longer acceptable (Henry). New Number 3 of 2018.
- 3 of 2018 Amending Article IV of Chapter 20 “Parks and Recreation”
Hollenback Golf Fees – First Reading – 4 yeas / 1 nay
Changes made to fees after first reading, so no second reading.
- 4 of 2018 Adopting the 2018 Action Plan encompassing the Community Development Block Grant Program, and Home Program Budgets for Program Year Forty-four and appropriating specific sums estimated to be required to complete program activities.
- 5 of 2018 An Ordinance amending Chapter 2 of the Code entitled “Administration”. (Sale or Lease of Real Property)
- 6 of 2018 Amending Article V of Chapter 29 “Parking, Stopping & Standing”. Appeal from Parking ticket violation.
- 7 of 2018 Amending Article V of Chapter “Parking, Stopping & Standing”
Meter Violation
- 8 of 2018 Amending Section 18 – 12 of Chapter 18 “Nuisances” – Notice Procedure – storage of Motor vehicles on private grounds.
- 9 of 2018 International Property Maintenance Code
- 10 of 2018 Fireworks Ordinance
- 11 of 2018 Stop Sign – Empire and Stanton Streets
- 12 of 2018 Stop sign – McHale Street and Kelly Avenue
- 13 of 2018 Stop sign – South Meade and New Market Streets
- 14 of 2018 Stop sign – Old River Road and New Alexander Street