

CITY OF WILKES-BARRE
PENNSYLVANIA



CITY COUNCIL AGENDA

CITY COUNCIL

JULY 12, 2022

6:00 P.M. Cathy Payne, City Clerk

1. Authorizing and directing the Mayor to accept and sign the Winter Maintenance Service Ten-year Agreement.

-ORDINANCE FOR SECOND AND FINAL READING-

FILE OF COUNCIL NO. 4 OF 2022 – AN ORDINANCE AMENDING THE CITY'S TRAFFIC CODE, ORDINANCE 89 OF 1988, ESTABLISHING THE TRAFFIC PATTERN OF SHERIDAN STREET (BETWEEN SOUTH AND LEHIGH STREETS) AND LEHIGH STREET (BETWEEN SHERIDAN AND MEADE STREETS)

6:10 P.M. Mayor George Brown (see attached)

WILKES-BARRE CITY COUNCIL

WORK SESSION – JULY 12, 2022

MAYOR'S AGENDA

RESOLUTIONS

Appointing Andrew Reno to the Parking Authority to fill the unexpired term of former member Robert Jabers.

Authorizing the proper city officials to sign any and all necessary documents for the 2022-2024 Various Streets Project to the most qualified firm, cost not to exceed more than fifteen percent (15%) of each street project phase. (payment to be made from the OECD Budget).

Authorizing the proper city officials to take any and all necessary actions to enter a contract with Panzitta Enterprises, Inc. to construct a permanent stage on Public Square for a price of \$548,000.00. (payment to be made from the following sources: \$113,000 – LSA Grant, \$435,000.00 – American Recovery Funds).

Authorizing the proper city officials to sign any and all necessary documents related to the creation of a HOME-ARP local account with PNC Bank.

Authorizing the proper city officials to enter into an agreement with SealMaster Municipal for the purchase of a 3 Ton Falcon RME Asphalt Hot Patcher. (General Funds budgeted through the Public Works Department will be used for this purchase of \$35,994.00)

Authorizing the proper city officials to enter into an agreement in the amount of \$185,220.30 with the Pennsylvania Department of Health to provide substance abuse prevention services.

Authorizing the proper city officials to prepare and submit the Edward Byrne Memorial Justice Assistance Grant (JAG). Further, authorizing Mayor George Brown to enter into the appropriate agreement, along with any or all other project documents, related to the Edward Byrne Memorial Justice Assistance Grant application, if the application is approved. The amount of the grant is \$33,294.00.

Authorizing the proper city officials to submit a \$3,000,000.00 Multimodal Transportation Fund grant application funded by Commonwealth Financing Authority of the Commonwealth of Pennsylvania to be used for the South Main Street Streetscape Improvements Project.

Authorizing the filing of an application for RACP Grant in the amount of \$750,000.00 for the support of Wilkes-Barre Family YMCA.

Authorizing the proper city officials to allow the General Municipal Authority of the City of Wilkes-Barre to utilize \$1,800,000.00 of its American Rescue Plan funding.

ORDINANCES

Ordinance authorizing the mayor to enter into an intergovernmental Cooperation Agreement with other participating municipalities of Luzerne County for the purpose of forming, establishing, and joining a Land Bank to be known as the Lower South Valley Land Bank.

Ordinance amending Chapter 2, Article III, Division 2 of the Code of Ordinances of the City of Wilkes-Barre, Entitled "Employees' Pension Fund".

Ordinance adopting the 2022 Action Plan encompassing the Community Development Block Grant Program and HOME Program Budgets for Program Year Forty-Eight and appropriating specific sums estimated to be required to complete program activities.



Resolution No. _____

Wilkes-Barre, PA _____

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

Be It Resolved, by authority of Wilkes-Barre City Council of the City of Wilkes-Barre, Luzerne County, and it is hereby resolved by authority of the same, that the Mayor of said Municipality is authorized and directed to accept and sign the attached Winter Maintenance Service ten-year Agreement and Exhibits on its behalf (Agreement No. 3900039817)

ATTEST:

Wilkes-Barre City

Cathy Payne, City Clerk

By: _____, Mayor
George C. Brown

I, Cathy Payne, City Clerk of Wilkes-Barre City Council, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of Wilkes-Barre City Council, held the 14th day of July 2022.

Date: _____, City Clerk
(Signature and designation of official title)

Submitted by _____

ROLL CALL

YEAS

RESOLUTIONS

NAYS

DATE: _____
(PennDOT will insert)

AGREEMENT NO.: 3900039817
FEDERAL I.D. NO.: 246000718
SAP VENDOR NO.: 141722

Winter Maintenance Services Agreement

This Winter Maintenance Services Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT");

and

Wilkes-Barre City, an entity legally authorized to enter into this Agreement, acting through its proper officials ("Service Provider").

BACKGROUND

To ensure an efficient and effective maintenance program during winter seasons, PennDOT enters into this agreement to transfer winter maintenance responsibilities to the Service Provider, which has the equipment, personnel and commitment to perform winter maintenance work for the designated state highways (state routes), including bridges and approaches, subject to payment by PennDOT and the terms and conditions of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. Description of Work.

- a. **Service Provider General Responsibility.** Service Provider shall remove snow and ice, provide de-icing and anti-skid materials and apply de-icing and anti-skid treatments for the Snow Lane Miles of designated state routes set forth on Exhibit "A" to this Agreement, including bridges and approaches on the delineated state routes, during the Winter Season. Exhibit "A" is attached and incorporated by reference into this Agreement.
- b. **Service Provider Level of Service and Performance Measures.** The Service Provider shall perform work promptly and efficiently to facilitate the safe and unimpeded flow of traffic. Work shall comply with the then-current versions of PennDOT's: 1) Maintenance Manual ("Publication 23") including its Chapter 4; 2) Highway Foreman Manual ("Publication 113") including its Chapter 5 and Assembly 712-7521-01; and 3) Highway Construction Specifications ("Publication 408") including Sections 703.4 and

722, all of which are available on PennDOT's website, are amended from time-to-time, and incorporated into this Agreement by reference. Within these publications, the term "Municipality" shall mean "Service Provider."

c. **Key Definitions**

1. **Snow Lane Mile.** A "Snow Lane Mile" is a travel lane that is up to twelve (12) feet wide and one (1) lineal mile long. Where travel lanes are wider than twelve (12) feet, additional lane miles shall be computed and reflected on Exhibit "A" pursuant to then-existing PennDOT policy, which at present is articulated in Chapter 4 of the PennDOT Maintenance Manual, Publication 23, which is available on PennDOT's publicly accessible website.
2. **Winter Season.** The "Winter Season" for the purpose of this Agreement shall commence October 15 of each year and end on April 30 of the following year, unless amended by PennDOT.

2. **Required Permits.** If the Service Provider's equipment must traverse a bridge with a posted weight restriction, the Service Provider shall apply to the posting authority for a permit pursuant to 67 Pa. Code Chapter 191. The Service Provider shall refile permit applications as needed during the term of this Agreement and obtain permits for each succeeding Winter Season for which this Agreement is renewed. Failure to obtain the permits shall be cause for termination of this Agreement.

3. **Term of Agreement.** The initial term of this Agreement is five (5) years ("initial term"). The initial term shall commence upon the earlier of the full execution date (which is the date of all required Commonwealth signatures being affixed after the parties' signatures) or the start of the first Winter Season (October 15) and end on October 14 of the year when the fifth Winter Season is completed. After the initial term (covering five (5) Winter Seasons) ends, the Agreement will automatically renew on October 15 for five (5) additional one (1) year periods unless the parties mutually agree, in writing, prior to June 30 of the fifth year of the initial term or June 30 of any one (1) year renewal period, to terminate the agreement prior to the commencement of a subsequent renewal period.

4. **Base Payment Rate.** PennDOT shall pay the Service Provider a base rate per Snow Lane Mile ("base rate") for the first Winter Season of this Agreement on or about October 15 of the first Winter Season. The base rate to be paid per Snow Lane Mile shall be set forth on Exhibit "A" of this Agreement and may consider different rates per Snow Lane Mile in accordance with PennDOT policy for the characteristics of the state routes being serviced.

5. **Adjusted Base Payment Rates for Subsequent Years.** For each of the following four years of the initial term and any annual renewal term thereafter, the base rate will annually be increased by 2% and paid on or about October 15. PennDOT will send, annually, a revised funds encumbrance document, or then-equivalent, to the Office of Comptroller Operations to facilitate the payment of sums of money pursuant to the terms and conditions of this Agreement.

6. **Computation of Annual Payment and Invoicing.** The total annual payment to the Service Provider shall equal the base rate, as adjusted, multiplied by the Snow Lane Miles reflected on the then current version of Exhibit "A." The Service Provider shall invoice PennDOT on or after October 15 for each Winter Season based on the total annual payment calculated under this Section.

7. **Amendment of Snow Lane Miles and Payment.**

a. **Snow Lane Miles.** The Snow Lane Miles upon which payment will be computed are those Snow Lane Miles set forth on the then current version of Exhibit "A." Exhibit "A" may be amended to reflect the addition, subtraction or modification of Snow Lane Miles, as agreed between the parties. Additions, subtractions or modifications of Snow Lane Miles shall only be initiated upon the sending of a letter from PennDOT to the Service Provider (to the attention of the personnel at the address listed below in the Notice provisions) containing an amended Exhibit "A." The letter shall be reviewed, signed and dated by the Service Provider, and promptly returned to PennDOT. The letter shall become effective at the start of the next Winter Season. For letters issued during a Winter Season, services to be performed by the Service Provider with respect to additions, subtractions or modifications shall become effective immediately upon full execution of the letter; but for purposes of the computation of payment, additions, subtractions or modifications to Snow Lane Miles will become effective at the start of the next Winter Season. The signatories to this letter shall only be the authorized officials of PennDOT and the Service Provider, with the Office of Comptroller Operations receiving a copy of the fully executed letter and amended Exhibit "A."

b. **Payment Adjustments.** The base rate may only be adjusted in the event of a severe winter adjustment (defined below), or where authorized by this Agreement to compensate a Service Provider during a winter emergency. Payment adjustments shall be made by letter signed only by an authorized signatory for PennDOT, as follows:

1. **Severe Winter Adjustment.** PennDOT may, in its sole discretion, agree that additional payment is warranted if a

Service Provider experiences a level of work above a reasonable quantity of winter weather events during a Winter Season, either in frequency or severity. If PennDOT determines that a severe winter adjustment is warranted, it will issue a letter reflecting the amount to be paid as a severe winter adjustment as a percent increase to the then-current Winter Season's base rate, as adjusted. Severe winter adjustments will provide a one-time payment that does not impact the base rate computation, as adjusted, for payment in future years.

2. **Winter Emergency.** If a winter emergency necessitates work before this Agreement is fully executed, or before or after the defined "Winter Season," PennDOT's District Executive may issue a written letter to the Service Provider that: (a) finds that an emergency exists under the then-current version of Section 516 of the Procurement Code, 62 Pa C.S. § 516, and (b) authorizes the Service Provider to begin winter maintenance services, subject to the terms and conditions of this Agreement if executed, or otherwise the version of this Agreement most recently provided to the Service Provider. If the Service Provider receives an emergency winter maintenance services letter from the District Executive, PennDOT shall pay the Service Provider's costs incurred to service the state routes as a result of the onset of a winter weather emergency necessitating the provision of the services under this Agreement.

- c. **Funding Adjustments.** PennDOT will adjust the encumbrance of funds to pay Service Provider upon the computation of the annual payment, amendments to Snow Lane Miles and payment adjustments described in this Section of the Agreement.

8. **Relationship of the Parties.** The Service Provider undertakes the responsibilities as an independent contractor and its principals, employees, lessors or contractors, or any other person or entity acting on behalf of Service Provider, shall not be considered employees of PennDOT for any purpose.

9. **Termination for Cause by PennDOT.** If the Service Provider fails to comply with the terms of this Agreement, PennDOT may terminate the Agreement upon giving ten (10) days written notice to the Service Provider. PennDOT may allow a Service Provider to cure any performance deficiencies or failures to comply with the terms of this Agreement prior to termination. Ten days' notice or a cure period may be withheld by PennDOT, in its discretion, when an event of default warrants immediate action necessary to protect the health, safety and welfare of the motoring public. If the

Agreement is terminated for cause, then PennDOT shall not be obligated to pay any amount of money to the Service Provider. If termination for cause is later determined to be invalid or unwarranted, the termination for cause shall be considered to be a termination for convenience.

10. **Termination for Convenience by PennDOT.** PennDOT reserves the right to terminate this Agreement for convenience, effective immediately upon issuance of a letter to the Service Provider, if it determines that termination is in the best interests of PennDOT.

11. **Payment Adjustments after Termination.** If the Agreement is terminated for cause or convenience after an annual payment to Service Provider for which services have not been rendered, the Service Provider shall reimburse PennDOT for any such annual payment for which services have not been rendered. PennDOT will invoice Service Provider and Service Provider shall pay PennDOT within 30 days of the effective date of the termination of this Agreement. Only in the case of termination for convenience, will Service Provider be able to retain the pro rata portion of the annual payment Service Provider would have received pursuant to this Agreement up to the effective date of termination. For clarification, the pro rata adjustment under this section shall equal the total amount that Service Provider would have received for the full Winter Season multiplied by the total number of days from the start of the Winter Season through the date when termination is effective divided the total number of days in the full Winter Season. If Service Provider receives annual County or Municipal Liquid Fuels Fund allocations, PennDOT reserves the right, and Service Provider agrees, that PennDOT may withhold future allocations of such funds to collect any unpaid balances owed to PennDOT beyond 60 days of the effective date of termination.

12. **Required Commonwealth Provisions.** The Service Provider shall comply with the following required Commonwealth Provisions. As used in these provisions, "Contractor" refers to the Service Provider:

- a. **Right-to-Know Law Provisions.** The current version of the Contract Provisions—Right to Know Law, attached to and made part of this Agreement as Exhibit B;
- b. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached to and made part of this Agreement as Exhibit C;
- c. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, which are attached to and made part of this Agreement as Exhibit D;

- d. **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached to and made part of this Agreement as Exhibit E;
- d. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, which are attached to and made part of this Agreement as Exhibit F; and,
- e. **Enhanced Minimum Wage Provisions.** The current version of the Enhanced Minimum Wage Provisions, which are attached to and made part of this Agreement as Exhibit G.

13. **Offset Provision.** The Service Provider agrees that the Commonwealth of Pennsylvania (Commonwealth), including PennDOT, may set off the amount of any state tax liability or other obligation of the Service Provider or its subsidiaries to the Commonwealth against any payments due the Service Provider under any contract with the Commonwealth.

14. **Automated Clearing House ("ACH") Network.** Submission of invoices for purposes of reimbursement, shall be made in accordance with Commonwealth Management Directive 310.30, as amended, relating to the Pennsylvania Electronic Payment Program and the establishment of the Automated Clearing House Network ("ACH") as the Commonwealth's preferred method of payment. The following provisions are hereby added to the Agreement:

- a. PennDOT will make payments to the Service Provider through ACH. Within ten (10) days of the execution of this Agreement, the Service Provider must submit or must have already submitted its ACH and electronic addenda information, if desired, to the commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101.
- b. The Service Provider must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Service Provider to properly apply the state agency's payment to the respective invoice or program.

- c. It is the responsibility of the Service Provider to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

15. **Audit and Maintenance of Records.** PennDOT and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the Service Provider to the extent that they relate to the Service Provider's performance of this Agreement and the costs incurred by the Service Provider in providing services under it. The Service Provider shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

16. **Choice of Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of Pennsylvania courts. The Service Provider consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Service Provider agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

17. **Liability.** The Service Provider is performing this Agreement as an independent contractor and its officials, employees and contractors shall not be considered employees of PennDOT or the Commonwealth of Pennsylvania for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. § 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.

18. **Amendments and Modifications.** Except for the Snow Lane Mile and Payment Adjustments provided for above via letter, amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.

19. **Strategic Environmental Management Program ("SEMP").** PennDOT has implemented a SEMP. As part of SEMP, PennDOT has established a Green Plan Policy that can be found on PennDOT's website and is also posted at PennDOT's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The Service Provider

shall ensure that they have reviewed and are familiar with the SEMP and PennDOT's Green Plan Policy available on PennDOT's website.

20. **Titles not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.

21. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

22. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

23. **Assignment.** This Agreement may not be assigned by the Service Provider, either in whole or in part, without the written consent of PennDOT.

24. **Third-Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in person or on persons or entities not a party to this Agreement.

25. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person:

If to PennDOT:

Name or Title: Sandra J. Lapchak RPT2

Address:

Fax Number:

Email Address: slapchak@pa.gov

If to the Service Provider:

Name or Title: Wilkes-Barre City

Address: 40 E. Market Street
Wilkes-Barre, PA 18711

Fax Number:

Email Address: cpayne@wilkes-barre.pa.us

26. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[Remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

Service Provider *

BY _____
Signature DATE

City Clerk
Title

BY _____
Signature DATE

Mayor
Title

*If the Service Provider is a municipality that is required to pass a resolution to authorize the signatory, it must provide a resolution authorizing signature authority at the time of Agreement submission. Attestation is only required where a Resolution requires attestation or there is a legal requirement for an attestation (witness). Absent a resolution, the person signing for the Service Provider represents that they are authorized to bind the Service Provider and all such acts prerequisite to such authority have been undertaken; PennDOT will rely on this representation in entering into this Agreement.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM
AND LEGALITY

BY _____
DATE

BY _____
for Chief Counsel DATE

FUNDS COMMITMENT DOCUMENT
NO.

BY _____
for Comptroller Operations DATE

Preapproved Form: OGC No. 18-FA-80.0

OAG Approved 7/13/2021

2022-2032

AGREEMENT NO.
YEAR 1
OF 10

CONTRACT EXHIBIT A

COUNTY: Luzerne

MUNICIPALITY: Wilkes-Barre City
40 E. Market Street
Wilkes-Barre, PA 18711

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
1009	Market St Bridge	0020	0000	0020	1764	1.65	B	\$1,643.92	\$2,712.47
1011	North Street	0010	0000	0030	1698	2.49	B	\$1,643.92	\$4,093.36
2004	Carey Ave./Academy, S. River, N. River	0010	0000	0080	0000	9.1	B	\$1,643.92	\$14,959.67
2010	Hazle St/Park Avenue	0130	2253	0150	2758	2.62	B	\$1,643.92	\$4,307.07
2005	Blackman, Horton, Carey Avenue	0010	2065	0080	0000	5.87	C	\$1,643.92	\$9,649.81
2007	Northampton, Park Ave., South St, Bridge	0130	0075	0160	1586	3.48	C	\$1,643.92	\$5,720.84
2014	Academy/Pennia Blvd.	0008	0000	0010	1819	2.38	C	\$1,643.92	\$3,912.53
2020	Scott Street	0010	0000	0050	0000	3.58	C	\$1,643.92	\$5,885.23
6309	Spring Street (Bus. 309)	0590	0075	0622	0000	6.04	C	\$1,643.92	\$9,929.28

*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule

-For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.
TOTAL COST = \$61,170.26

MILEAGE MFC B = 15.86

MILEAGE MFC C = 21.35

MILEAGE MFC D =

MILEAGE MFC E =

TOTAL MILEAGE 37.21

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

Suggested Total Amount Encumbrance	
1st Year:	\$61,170.26
2nd Year:	\$62,393.67
3rd Year:	\$63,641.54
4th Year:	\$64,914.37
5th Year:	\$66,212.66
6th Year:	\$67,536.91
7th Year:	\$68,887.65
8th Year:	\$70,266.40
9th Year:	\$71,670.71
10th Year:	\$73,104.12
TOTAL:	\$669,797.28

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT B



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

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

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

EXHIBIT B



NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit C



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

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

Exhibit C



CONTRACTOR INTEGRITY PROVISIONS

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

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

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

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

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



- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

Exhibit D



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit D



PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT E



Contractor Responsibility Provisions

(December 2020)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit F

**Enhanced Minimum Wage Provisions
(July 2018)**

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

Exhibit G

Page 1 of 1

FILE OF COUNCIL

NO. 4 OF 2022

PRESENTED IN CITY COUNCIL JUNE 9TH of 2022

AN ORDINANCE

**AN ORDINANCE AMENDING THE CITY'S TRAFFICE CODE,
ORDINANCE 89 OF 1988, ESTABLISHING THE TRAFFIC PATTERN OF
SHERIDAN STREET (BETWEEN SOUTH AND LEHIGH STREETS) AND
LEHIGH STREET (BETWEEN SHERIDAN & MEADE STREETS)**

Whereas, it is the desire and intention of City Council to pass legislation within the City of Wilkes-Barre and confirm traffic issues around Sheridan Street (between South and Lehigh Streets) and Lehigh Street (between Sheridan & Meade Streets)

Whereas, this Ordinance is being drafted and enacted to amend the city's traffic code and establish new guidelines for the traffic patterns indicated above.

Now therefore, it is hereby ordained and enacted by the City Council of the City of Wilkes-Barre that the Traffic Committee and/or the Division of Traffic and Patrol recommended to amend/change the traffic pattern, to make Sheridan Street (between South and Lehigh Streets) a one way south bound and Lehigh street (between Sheridan & Meade) a one way west bound.

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 his Ordinance would have been adopted had such unconstitutional, illegal or invalid part not been included.

REPEALER.

All Ordinances 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 _____,
_____, 2022.

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

Attest:

Cathy Payne, City Clerk



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 city Boards, Commissions and Authorities as provided by law;

WHEREAS, it is the desire of the City of Wilkes-Barre to appoint the following member to the Parking Authority of the City of Wilkes-Barre;

NOW, THEREFORE, BE IT RESOLVED, that the following person is hereby appointed as a member of the Parking Authority:

Name

Term Expires

Andrew Reno
62 Waller Street
Wilkes-Barre, PA 18702

December 31, 2023

*Mr. Reno is being appointed to fill the unexpired term of former member Robert Jabers.

Submitted by _____

ROLL CALL

YEAS

RESOLUTIONS

NAYS



Resolution No. _____

Wilkes-Barre, PA _____

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

WHEREAS, the City of Wilkes-Barre has publicly solicited proposals for engineering/architectural services related to final design and construction services for the **2022-2024 Various Streets Project** located throughout the City of Wilkes-Barre.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Wilkes-Barre that the proper City officials are hereby authorized to sign any and all necessary documents for the above-referenced streets project to the most qualified firm, cost not to exceed more than fifteen percent (15%) of each street project phase. **BE IT FURTHER RESOLVED** that payment is to be made from OECD Budget.

Submitted by _____

ROLL CALL

YEAS

RESOLUTIONS

NAYS



Resolution No. _____ Wilkes-Barre, PA _____

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

RESOLVED, that the proper city officials are hereby authorized to take any and all necessary actions to enter a contract with Panzitta Enterprises, Inc. to construct a permanent stage on Public Square for a price of \$548,000.00.

BE IT FURTHER RESOLVED that payment be made from the following funding sources:

\$113,000.00	LSA Grant
\$435,000.00	American Recovery Funds

Submitted by _____

ROLL CALL

YEAS

RESOLUTIONS

NAYS



Resolution No. _____

Wilkes-Barre, PA _____

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

WHEREAS, the City of Wilkes-Barre's Bureau of Community Development is the recipient of an allocation from the US Department of Housing & Urban Development through the HOME Investment Partnership Program American Rescue Plan – HOME-ARP in the amount of \$1,235,638.00.

WHEREAS, The HOME-ARP requirements call for the creation of a local account that is interest bearing and must be separate from our current HOME Investment Trust Fund account.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wilkes-Barre that the proper City officials are hereby authorized to sign any and all necessary documents related to the creation of a HOME-ARP local account with PNC bank.

Submitted by _____

ROLL CALL

YEAS

RESOLUTIONS

NAYS



Resolution No. _____

Wilkes-Barre, PA _____

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

Be it resolved that the City Council of the City of Wilkes-Barre hereby authorizes proper city officials to enter into an agreement with SealMaster Municipal for the purchase of a 3 Ton Falcon RME Asphalt Hot Patcher, price and specifications attached.

Further, general funds budgeted through the Public Works Department will be used for this purchase.

Submitted by _____

ROLL CALL

VFAC

RESOLUTIONS

NAVC

SealMaster® Municipal

May 24, 2022

Mr. Butch Frati

City of Wilkes-Barre

3 Conyngham Ave

Wilkes-Barre, PA 18702

Dear Mr. Frati: Thank you for your interest in a Falcon Hot Box provided by SealMaster.

Below is a quotation based on the most common desired features.

3-Ton Falcon RME Asphalt Hot Patcher Dump Trailer

Curbside Safety:

- ☐ Access to accessories by the operator is curbside, not street side.
- ☐ Designed with 42 standard safety features, included below:

Hopper:

- ☐ 3 Ton capacity
- ☐ Triple Wall Constructed, 100% Insulated
- ☐ Horizontal Heat Duct through center of hopper
- ☐ Insulated, Fully Opening Loading Doors
- ☐ Door Handles slide out allowing for leverage in ease of opening and are positively locked for safety when opened
- ☐ Flange bearings on top loading doors
- ☐ Doors are pitched 2" to avoid moisture build on top of hopper
- ☐ All walls are constructed of one piece steel and are continuously welded to avoid rust spots and deterioration in the future
- ☐ Low profile design makes viewing / cleaning inside the hopper easier

Material Metering Door

- ☐ Guillotine style door opens in multiple positions to control release of asphalt
- ☐ Door is 33" x 18" to allow complete and easy unloading of material
- ☐ Operator handle on curb side, two-hand closing operation for safety
- ☐ Worktable is heated
- ☐ Sprayer for release agent with holder located next to Metering Door

Dump Body

- ☐ Dumping capability – hopper to tilt 45°
- ☐ Allows for material to be evacuated out of hopper without shoveling. Important when filling cuts and cleaning material out of the hopper.
- ☐ Electronic over Hydraulic – self-contained hydraulic system
- ☐ Two (2) Stabilizing Legs
- ☐ Push button controller connected by a 15' power cord

Heat Source and Controls:

- ☐ Diesel burner – 105,000 BTU Beckett Burner
 - No special hazmat license required
 - Safer than Propane, simplified refueling process
 - Lower cost per hour of operation
- ☐ One-Piece Vacuum Formed Combustion Chamber – 92% Efficiency
- ☐ One switch start
- ☐ Automatic Temperature Control
 - Digitally set temperature – shuts off when desired temp is reached
 - When temp in hopper drops 10°, burner is ignited to maintain proper temperature
- ☐ 12Volt 550 Cranking Deep Cell Battery and Box
- ☐ Battery Charger
- ☐ 24-Hour Timer
- ☐ Voltage Indicator Protection (low volt shut-down)
- ☐ Full access to Diesel burner from above the frame

Trailer

- ☐ National Association of Trailer Manufacturers (NATM) Certified
- ☐ DOT Compliant – lighting / conspicuity tape
- ☐ Trailer Frame – tubular steel with gussets for strength
- ☐ Continuous welds on entire frame for strength
- ☐ 4-Ton Trailer RBM Rating 293,040 in (lbs)
- ☐ Electric Brakes
- ☐ 15 gallon fuel tank mounted on the side of the hopper
- ☐ Tandem Axle – 14,000 GVWR
- ☐ Four (4) Tires – 16" x 6" 10-ply tires mounted on 8-bolt wheels
- ☐ Tool holder – Three (3) Positions
- ☐ Extended Trailer Hitch (2 feet)
- ☐ Diamond tread plate, non-slip hopper access platform for easy access to Hopper

Engineering / Construction

- ☐ CNC Machined parts based on AutoCad drawings ensures standardized parts for future replacement
- ☐ All wiring and encloses are NEMA 3 Rated
- ☐ All wires are soldered and shrink wrapped
- ☐ 3 Step Painting Process – entire unit to be painted Red, Orange, Yellow or Black
 - Sandblasted
 - Epoxy Primer
 - Urethane Finish (6 mills) thick

Lighting

- ☐ Two (2) 4" round Stop/Tail/Turn and One (1) 4" round LED Amber strobe lights on each side rear of hopper
- ☐ ID Bar above door and red/orange marker lights
- ☐ All lights are shock mounted for protection from asphalt
- ☐ Conspicuity tape

Operation, Parts and Service Manuals

Three Year End to End Warranty

Five Year Combustion Chamber Burner Box Warranty

Lifetime Frame Warranty

Lead-Time 90-120 Days after order



List Price \$ 46,000.00

Less Municipal Discount -\$10,006.00

Sale Price: \$35,994.00

Sales Tax not Included If applicable

I appreciate your consideration; let me know if I can provide any additional information. I hope to earn your business.

Yours truly,

Eric Pysher

Eric Pysher

SealMaster Municipal



Resolution No. _____

Wilkes-Barre, PA _____

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

RESOLUTION

Authorizing the proper city officials to enter an agreement in the amount of \$185,220.30 with the Pennsylvania Department of Health to provide substance abuse prevention services.

Submitted by _____

ROLL CALL

YEAS

RESOLUTIONS

NAYS



Resolution No. _____

Wilkes-Barre, PA _____

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

WHEREAS, the City of Wilkes-Barre Police Department requests authorization to apply for / obtain the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG);
AND

WHEREAS, the amount of the grant is \$33,294.00; AND

WHEREAS, the purpose areas of the grant are funding for community-based and non-community-based trainings, re-certification trainings, community policing and saturation patrols for violent crime areas; 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 Edward Byrne Memorial Justice Assistance Grant (JAG) application; AND

FURTHER, that the Mayor is hereby authorized to enter into the appropriate agreement, along with any or all other project documents, related to the Edward Byrne Memorial Justice Assistance Grant (JAG) application, if the application is approved.

Submitted by _____

ROLL CALL

VFAS

RESOLUTIONS

NAVS



Resolution No. _____

Wilkes-Barre, PA _____

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

BE IT RESOLVED, that the City of Wilkes-Barre of Luzerne County hereby requests a Multimodal Transportation Fund grant of \$3,000,000.00 from the Commonwealth Financing Authority to be used for the South Main Street Streetscape Improvements Project.

BE IT FURTHER RESOLVED, that the Applicant does hereby designate George C. Brown, Mayor, and Darren, Snyder, City Controller, as the officials to execute all documents and agreements between the City of Wilkes-Barre and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant along with any or all project documents if the application is approved.

NOW, THEREFORE BE IT FURTHER RESOLVED by the City Council of the City of Wilkes-Barre to authorize the appropriate city officials to submit a \$3,000,000.00 Multimodal Transportation Fund grant application funded by Commonwealth Financing Authority of the Commonwealth of Pennsylvania to be used for the South Main Street Streetscape Improvements Project.

I, Cathy Payne, duly qualified City Clerk of the City of Wilkes-Barre, Luzerne County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Wilkes-Barre City Council at a regular meeting held July 14, 2022 and said Resolution has been recorded in the Minutes of the City of Wilkes-Barre and remains in effect as of this date.

Submitted by _____

ROLL CALL

VFAS

RESOLUTIONS

NAVS



Resolution No. _____

Wilkes-Barre, PA _____

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

A RESOLUTION OF THE CITY OF WILKES-BARRE, LUZERNE COUNTY, PENNSYLVANIA, AUTHORIZING THE FILING OF A FORMAL APPLICATION AND BUSINESS PLAN FOR A REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM GRANT IN THE AMOUNT OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) ON BEHALF OF THE GREATER WYOMING VALLEY AREA YMCA FOR A PROJECT KNOWN AS THE WILKES-BARRE FAMILY YMCA FACILITY TRANSFORMATION PROJECT IN THE CITY OF WILKES-BARRE, LUZERNE COUNTY.

WHEREAS, the Greater Wyoming Valley Area YMCA received notification from the Commonwealth of Pennsylvania (hereinafter, the "Commonwealth") on May 11, 2022 of a Redevelopment Assistance Capital Program (hereinafter, "RACP") grant award of Seven Hundred Fifty Thousand Dollars (\$750,000.00) to support the Wilkes-Barre Family YMCA Facility Transformation Project in the City of Wilkes-Barre (hereinafter, "City"), Luzerne County (hereinafter, the "Project"); and

WHEREAS, the City is supportive of the Project and believes it to be beneficial to the overall community; and

WHEREAS, the City desires to serve as the Applicant and Grantee as part of the RACP Grant application, approval, and administration processes; and

WHEREAS, the Greater Wyoming Valley Area YMCA (hereinafter "Sub-Grantee"), the owner of the subject property and the developer of the Project, will serve in the role of Sub-Grantee for the purposes of effectuating the Project and administering the RACP Grant; and

WHEREAS, the RACP Application and Business Plan (hereinafter, "Application") for the RACP grant funds requires a resolution enacted by the City authorizing the filing of the Application, describing the project, and identifying the grant amount.

NOW THEREFORE BE IT RESOLVED, by the City of Wilkes-Barre as follows:

1. The foregoing recitals are incorporated herein and made an essential part hereof, as though fully set forth herein.

Submitted by _____

ROLL CALL

YEAS

RESOLUTIONS

NAVS

2. The City supports the RACP grant funding in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) to be used to advance the Project.
3. The City agrees to serve as the Applicant and Grantee for the Application and to receive RACP funds for use in effectuating the development of the Project.
4. The City will work with the Sub-Grantee and its selected consultant(s) to ensure that the administrative requirements of the RACP Grant are satisfied, including the completion and submission of the Application.
5. The City will enter into a mutually agreeable Cooperation and Host Municipality Agreement with the Sub-Grantee, outlining the roles and responsibilities of the Grantee and Sub-Grantee, including the Sub-Grantee's responsibility to provide all interim financing and match funding necessary to complete the Project and to realize the full benefit of the RACP award.
6. The City hereby designates the George C. Brown, Mayor and Darren Snyder, City Controller as the officials authorized and directed to take any and all actions necessary and/or desirable to effectuate the RACP grant, including, but not limited to, the execution and submission of the Application and any other documents necessary and/or desirable to effectuate receipt of the RACP funds.
7. The provisions of this Resolution are declared to be severable, and if any section, subsection, sentence, clause or part thereof is, for any reason, held to be invalid, unlawful or unconstitutional, by a court of competent jurisdiction, such decision shall not affect the validity of any remaining sections, subsections, sentences, clauses or part of this Resolution.
8. This Resolution shall take effect immediately upon its passage and adoption.
9. All other resolutions or parts of resolutions inconsistent herewith are hereby repealed.



Resolution No. _____

Wilkes-Barre, PA _____

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

WHEREAS, the General Municipal Authority of the City of Wilkes-Barre (the "GMA") has approached the City for assistance through the use of American Rescue Plan funding;

WHEREAS, the GMA informed the City that without major renovations to its municipal golf course in Bear Creek Township, it will be unable to compete with other area golf courses;

WHEREAS, the GMA is requesting 1.8 million dollars (\$1,800,000.00) in American Rescue Plan money;

WHEREAS, the requested money would be used for major renovations to the above-referenced golf course, equipment, and related matters;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilkes-Barre hereby authorizes the City to allow the General Municipal Authority of the City of Wilkes-Barre to utilize \$1,800,000.00 of its American Rescue Plan funding.

Submitted by _____

ROLL CALL

FILE OF COUNCIL

NO. _____ of 2022

Presented in City Council on _____, 2022

AN ORDINANCE

OF THE CITY OF WILKES-BARRE, COUNTY OF LUZERNE,
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE MAYOR TO
ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT
WITH OTHER PARTICIPATING MUNICIPALITIES OF LUZERNE COUNTY
FOR THE PURPOSE OF FORMING, ESTABLISHING, AND JOINING A LAND
BANK TO BE KNOWN AS THE LOWER SOUTH VALLEY LAND BANK

WHEREAS, the City Council of the City of Wilkes-Barre is fully aware of the problems and costs associated with blighted, vacant, abandoned, or tax delinquent properties and desires to join with other municipalities to address blight and to transition abandoned properties; and

WHEREAS, Section 12434(b) of the Third Class City Code authorizes the City of Wilkes-Barre to enter into a contract with the Lower South Valley Land Bank and to make appropriations therefor, through the Intergovernmental Cooperation Act, 53 Pa.C.S. § 2301, *et seq.*, as amended; and

WHEREAS, the Land Banks Act, Act 153 of 2012, enacted by the Pennsylvania General Assembly and signed into law by the Governor on October 24, 2012, and codified at 68 Pa.C.S. § 2101 *et seq.*, authorizes the City of Wilkes-Barre to create a land bank in combination with other municipalities pursuant to an intergovernmental cooperation agreement pursuant to the Land Banks Act, 68 Pa.C.S. § 2104(c); and

WHEREAS, a municipality may enter into an intergovernmental cooperation agreement upon the passage of an ordinance by its governing body pursuant to the Land Banks Act;

WHEREAS, the City of Wilkes-Barre desires to enter into the Lower South Valley Land Bank Intergovernmental Cooperation Agreement with other participating municipalities to establish and join the Lower South Valley Land Bank.

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED by the City Council of the City of Wilkes-Barre, Luzerne County, Pennsylvania, as follows:

Section 1. The Mayor is authorized to execute and enter into the Intergovernmental Cooperation Agreement with the participating municipalities to create the Lower South Valley Land Bank, in substantially the form attached hereto and incorporated herein as

Exhibit "A" (the "Agreement") and to take any and all further actions necessary to implement and comply with the terms of said Agreement.

Section 2. The Agreement provides that the Land Bank shall acquire real property located within the City of Wilkes-Barre for the management, development, sale, leasing, and/or financing of any such properties. The Agreement further provides for the treatment of real estate taxes both prior to acquisition and during ownership of said real estate by the Land Bank and for distribution of taxes following the sale of said real estate by the Land Bank.

Section 3. The City Council of the City of Wilkes-Barre authorizes payment of funds in accordance with Section 8.2.A. of the Agreement.

Section 4. The term of the Agreement is perpetual with any party being able to terminate the Agreement upon ninety (90) days written notice.

Section 5. Provisions regarding the purpose and objectives of the Agreement, including the powers and scope of authority delegated thereby, the manner and extent of financing, the organizational structure to implement its terms, and further information regarding the manner in which real property shall be acquired, managed, licensed, or disposed of are set forth in the Agreement, the terms of which are incorporated herein. The Agreement includes a statement that the Land Bank shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

Section 6. All ordinances or resolutions or parts of ordinances or resolutions insofar as they are inconsistent herewith are hereby repealed and rescinded.

Section 7. In the event any provision, section, sentence, clause, or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any of the remaining provisions, sections, sentences, clauses, or parts of this Ordinance; it being the intent of the City of Wilkes-Barre that the remainder of the Ordinance shall be and shall remain in full force and effect.

Section 8. This Ordinance shall become effective as provided by the laws of the Commonwealth of Pennsylvania and the City of Wilkes-Barre Home Rule Charter.

Passed finally by the Council of the City of Wilkes-Barre on _____
_____, 2022.

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

Attest:

Cathy Payne, City Clerk

EXHIBIT "A"

**INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND AMONG
ASHLEY BOROUGH, HANOVER TOWNSHIP, THE CITY OF NANTICOKE, NEWPORT TOWNSHIP,
PLYMOUTH TOWNSHIP, THE CITY OF WILKES-BARRE, THE MUNICIPALITY OF KINGSTON, AND THE
HANOVER AREA SCHOOL DISTRICT, PARTIES IN LUZERNE COUNTY, PENNSYLVANIA**

This Intergovernmental Cooperation Agreement ("Agreement"), dated _____, 2022 is entered into by and among the following Parties for the purposes of (i) establishing, creating, organizing, operating, and participating in the Lower South Valley Land Bank, (hereinafter "Land Bank"), a separate legal entity and public body corporate and politic, and (ii) for implementing this Agreement as set forth herein. The ordinances authorizing the Parties to take these actions are attached hereto and incorporated by reference herein and marked collectively as Exhibit "A."

1. Ashley Borough pursuant to Ordinance No. ____ (2022) of Ashley Borough;
2. Hanover Township pursuant to Ordinance No. ____ (2022) of Hanover Township;
3. The City of Nanticoke pursuant to Ordinance No. ____ (2022) of the City of Nanticoke;
4. Newport Township pursuant to Ordinance No. ____ (2022) of Newport Township;
5. Plymouth Township pursuant to Ordinance No. ____ (2022) of Plymouth Township;
6. The City of Wilkes-Barre pursuant to Ordinance No. ____ (2022) of the City of Wilkes-Barre;
7. The Municipality of Kingston pursuant to Ordinance No. ____ (2022) of the Municipality of Kingston;
8. Hanover Area School District pursuant to School Board approval on _____, 2022; and
(collectively known hereinafter as the "Parties").

WHEREAS, the Parties have joined to create stronger communities and to deal with blighted, vacant, abandoned, or tax delinquent properties in their jurisdictions; and

WHEREAS, the Parties wish to obtain the aid of and encourage the Land Bank in obtaining blighted, vacant, abandoned, or tax delinquent properties in the Land Bank jurisdiction, maintaining them, and attempting to restore them to productive use; and

WHEREAS, this Agreement is made and entered into in accordance with the provisions of Act 153 of 2012, enacted by the Pennsylvania General Assembly and signed into law by the Governor on October 24, 2012, and codified at 68 Pa.C.S. § 2101 *et seq.*, known as the "Land Banks Act;" and

WHEREAS, the Parties are empowered by the Land Banks Act to participate in the creation and administration of a land bank; and

WHEREAS, the Parties, with awareness of the cost of blighted, vacant, abandoned, or tax delinquent properties to their respective communities, are desirous of joining together to address blighted, vacant, abandoned, or tax delinquent properties and to transition these properties to beneficial reuse using a unified, predictable, and transparent process in order to revitalize neighborhoods and strengthen their respective tax bases; and

WHEREAS, the Parties desire to join in the creation of the Lower South Valley Land Bank, a public body corporate and politic within the Commonwealth of Pennsylvania, with the legal authority to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act;

NOW, THEREFORE, the Parties, in their mutual desire to work together in dealing with blighted, vacant, abandoned, or tax delinquent properties, and based upon the mutual agreements herein contained, for good and valuable consideration, agree as follows:

Section 1. Preamble.

The preamble hereto is incorporated herein.

Section 2. Definitions.

The following terms used in this Agreement shall have the meanings set forth below:

"Act" means the Land Banks Law, Act 153 of 2012, codified at Title 68 Pa.C.S. § 2101 *et seq.* and any successor law.

"Agreement" means this Intergovernmental Cooperation Agreement.

"Board" means the Board of Directors of the Lower South Valley Land Bank.

"Bylaws" means the bylaws adopted by the Board.

"Fiscal Year" means the fiscal year of the Land Bank, which shall begin on January 1st of each year and end on December 31st of the same year. The first fiscal year may not be a full calendar year.

"Land Bank Jurisdiction" means the jurisdictional boundaries of the municipalities that are Land Bank Members.

"Land Bank Members" mean the Parties that are a signatory to this Agreement, inclusive of any municipality opting in after the establishment and formation of the Land Bank.

"Municipality" or "Municipalities" means any county, city, town, borough, township, home rule municipality, or school district in Luzerne County, including those signatory to this Agreement.

"Owner-occupant" means a natural person with a legal or equitable ownership interest in residential property which was the primary residence of the person for at least three consecutive months at any point in the year preceding the date of initial delinquency as defined in the Land Banks Act.

"Party" or "Parties" means either individually or collectively, as applicable, any municipality that is a signatory to this Agreement and any municipality opting in after the establishment and formation of the Land Bank.

"Policy" or "Policies" means the policies, procedures, rules and/or regulations adopted by the Board.

"Public Officer" means an individual who is elected to a municipal office.

"Real Property" means land and all structures and fixtures thereon and all estates and interests in land, including easements, covenants, and leaseholders as defined in the Land Banks Act.

Section 3. Purpose.

Section 3.1. Purpose.

The purpose of this Agreement is to create and empower the Lower South Valley Land Bank (the "Land Bank") to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act.

Section 3.2. Programs and Functions.

The Land Bank shall endeavor to carry out the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act consistent with this Agreement, including, but not limited to, the power, privilege, and authority to acquire, manage, and dispose of interests in real property, and to do all other things necessary or convenient to implement the purposes, objectives, and provisions of the Land Banks Act and the purposes, objectives, and powers delegated to a land bank under other laws or executive orders.

Section 4. Creation of Land Bank.

Section 4.1. Creation and Legal Status of Land Bank.

The Parties do hereby create and establish the Lower South Valley Land Bank as a separate legal entity and a public body corporate and politic. The Lower South Valley Land Bank is created and established for the purposes of acting as a land bank under the Land Banks Act and implementing and administering this Agreement. The Land Bank shall exist until such time as it is terminated and dissolved in accordance with Section 11 of this Agreement.

Section 4.2. Bylaws and Policies.

The Land Bank Board of Directors shall adopt Bylaws and Policies consistent with the provisions of this Agreement and the Land Banks Act.

Section 4.3. Tax Exemption.

The Parties acknowledge and agree that the real property of the Land Bank and its income and operations shall have a limited exemption from state and local tax pursuant to Section 2109 of the Land Banks Act.

Section 4.4. Compliance with Law.

The Land Bank shall comply with all federal, state, and local laws, rules, regulations, and orders applicable to this Agreement.

Section 4.5. Additional Parties to Agreement.

After the establishment and formation of the Land Bank, municipalities located within Luzerne County may opt-in to the Land Bank and become a signatory to this Agreement according to the procedures set forth in the Bylaws.

Section 5. Organization and Governance.

Section 5.1. Initial Board.

- A. Upon execution of this Agreement, an Initial Board of Directors shall be constituted for the exclusive and limited purpose of compliance with Section 2104(a)(3) of the Act that requires this Agreement to specify the names of individuals to serve as initial members of the Board.

- B. The Initial Board shall have no power or authority to adopt governing documents like the Bylaws or Policies. The Initial Board of the Lower South Valley Land Bank shall consist of the following Members:

Carl Byra appointed by Ashley Borough Council;
Samuel T. Guesto, Jr. appointed by Hanover Township Board of Supervisors;
Donna Wall appointed by the City of Nanticoke City Council;
Joseph Hillan appointed by Newport Township Board of Supervisors;
Gail Conrad appointed by Plymouth Township Board of Supervisors;
David G. Wilson appointed by the City of Wilkes-Barre;
Paul Keating appointed by the Municipality of Kingston;
Rick Oravic appointed by Hanover Area School District; and
Ronald Jones appointed by Newport Township Board of Supervisors.

- C. All Initial Board Members are appointed for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Board described herein.

Section 5.2. Board of Directors.

- A. The Initial Board shall be replaced by the Board of Directors (the "Board") of the Land Bank.
- B. The Board shall be comprised of nine (9) members.
- C. Ashley Borough, Hanover Township, the City of Nanticoke, Newport Township, Plymouth Township, the City of Wilkes-Barre, the Municipality of Kingston, and the Hanover Area School District (the "Parties") shall each appoint one member.
1. The members of the Board shall be appointed by their governing bodies pursuant to each Governing Code. Each Board member shall serve the following staggered terms:
 - a. Ashley Borough three (3) years
 - b. Hanover Township three (3) years
 - c. City of Nanticoke three (3) years
 - d. Newport Township two (2) years
 - e. Plymouth Township two (2) years
 - f. City of Wilkes-Barre two (2) years
 - g. Municipality of Kingston one (1) year
 - h. Hanover Area School District one (1) year
 - i. Thereafter, each term shall be for a three (3) year period.
- D. The remaining Board member shall be appointed by the eight (8) other members of the Board. In the event of a tie vote the Executive Director, or in the absence of an Executive Director, the Board Chair, shall be the deciding/tie breaking vote. The Board member shall serve for a three (3) year period.
- E. At least one Board member shall be (1) a resident of the land bank jurisdiction; (2) is not a public officer or municipal employee; and, (3) maintains membership with a recognized civic organization within the Land Bank Jurisdiction.

F. Members of the Board shall include individuals with expertise in relevant areas, including but not limited to planning, real estate development, open space, and architecture. All board members shall live in the Land Bank Jurisdiction unless the board member is a public officer or employee of a member municipality.

G. The Board of Directors shall have the authority to modify the size of the Board as warranted consistent with the Bylaws adopted by the Board.

Section 5.3. Officers.

The members of the Board shall select annually from among their members a chair, vice chair, secretary, treasurer, and other officers as the Board determines.

Section 5.4. Vacancies and Re-appointments.

A vacancy on the Board shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy or re-appointment shall be filled as soon as practicable. In the event a board member's term expires, the board member may continue to serve until re-appointment or until the seat is filled by a new appointment.

Section 5.5. Removal.

Board members serve at the pleasure of their appointing entity and may be removed by the appointing entity at any time with or without cause or may be removed pursuant to any other provision of Pennsylvania law or the Bylaws.

Section 5.6. Compensation.

The members of the Board shall receive no compensation for the performance of their duties. The Land Bank may reimburse members of the Board for actual and necessary expenses incurred in the discharge of their official duties on behalf of the Land Bank.

Section 5.7. Meetings.

The Board shall meet in regular session according to a schedule adopted by the Board and in special session as convened by the Chair, or upon written notice signed by a majority of the members pursuant to Section 2105(g) of the Land Banks Act.

Section 5.8. Quorum.

A majority of the Board, excluding vacancies, constitutes a quorum. Physical presence is required under this paragraph. Physical presence means that members may only attend and participate in meetings of the Board by being physically present. A Board Member that participates via telephone or other electronic communication method must be able to be heard by everyone present, including the public. Additionally, the Board Member must be able to hear all the deliberations of the Board and comments of the public during the meeting. Board members who participate for the entire meeting via telephone or other electronic communication method constitutes the member being physically present at the meeting.

Section 5.9. Voting.

- A. Except as otherwise specified, pursuant to Section 2105(h) of the Land Banks Act, all actions of the Board shall be approved by the affirmative vote of a majority of the board present and voting; provided, however, that action of the Board on the following matters must be approved by a majority of the entire Board membership:
1. Adoption of bylaws and policies, including the rules required by Section 2105(d), for the

- conduct of the Land Bank's business;
2. Hiring or firing of any employee of the Land Bank;
 3. Hiring or firing of any contractor of the Land Bank provided, however, that this function may, by majority vote of the total Board membership, be delegated to a specific officer of the Board or committee or staff of the Land Bank, under such terms and conditions and to the extent that the Board may specify;
 4. Incurring of debt;
 5. Adoption or amendment of the annual budget;
 6. Sale, lease, encumbrance, or alienation of real property, improvements, or personal property in excess of \$25,000; and
 7. Discharge and extinguishment of liens or claims for real estate taxes to one or more of the parties of real property acquired by the Land Bank.

- B. A member of the Board may not vote by proxy. A member of the Board may request a recorded vote on any resolution of action of the Board.

Section 5.10. Resident Input.

All Board meetings shall be open to the public and the Board shall allow for public comment.

Section 5.11. Fiduciary Duty.

Each Board member shall have a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets, and shall discharge his or her duty in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 5.12. Staff.

The Land Bank may employ or enter into a contract for an executive director, counsel and legal staff, technical experts, and other individuals and may determine the qualifications and fix the compensation and benefits of those employees.

Section 6. Powers of the Land Bank.

Section 6.1. General Powers.

The Land Bank may exercise all of the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act to the extent authorized by the Land Banks Act and any other applicable law.

Section 6.2. Eminent Domain Prohibited.

The Land Bank shall neither possess nor exercise the power of eminent domain.

Section 6.3. Acquisition of Real Property.

- A. Except as otherwise provided in this Agreement or under the Land Banks Act, the Land Bank may acquire by gift, devise, transfer, exchange, foreclosure, purchase or otherwise, real property or personal property, or rights or interests in real property or personal property, by any means on terms and conditions and in a manner the Board considers is in the best interest of the Land Bank.
- B. The Land Bank may acquire real property from municipalities by purchase contracts, lease

purchase agreements, installment sales contracts, and land contracts and may accept transfers from municipalities upon terms and conditions as agreed to by the Land Bank and the municipality.

- C. A municipality may transfer to the Land Bank real property and interests in real property of the municipality on terms and conditions and according to procedures acceptable to the municipality and the Land Bank, as long as the real property is located within the Land Bank Jurisdiction.
- D. The Land Bank may bid on and acquire title to real property in judicial and non-judicial tax enforcement proceedings in accordance with Section 2117(c) or Section 2117(d) of the Land Banks Act, or such other general, special, or local laws as may be applicable to the property tax or municipal claim enforcement procedures of the Land Bank Members.

Section 6.4. Title to be Held in its Name.

The Land Bank shall hold in its own name all real property that it acquires.

Section 6.5. Limitations on Acquisition of Real Property.

The Land Bank may not own or hold real property located outside the Land Bank Jurisdiction, unless the real property was acquired by the Land Bank while the municipality, within which the real property is located, was a Member of the Land Bank.

Section 6.6. Tax Claim Bureau Repository Properties.

The Luzerne County Tax Claim Bureau may transfer to the Land Bank real property of the county held by the Tax Claim Bureau in a repository for unsold property.

Section 6.7. Donation of Tax Delinquent Properties.

The Land Bank may accept donations of real property in accordance with Section 2109(h) of the Land Banks Act entitled "Acquisition of Tax Delinquent Properties" and extinguish delinquent claims for taxes owed to the Parties.

Section 6.8. Discharge of Tax Claims, Tax Liens, or Municipal Claims.

A. Municipalities.

1. The Municipalities, except for the school districts, authorize the discharge and extinguishment of tax liens and municipal claims owed to the municipalities that encumber real property owned by the Land Bank by resolution of the Board subject to the voting requirements of Section 5.9. of this Agreement, the acquisition requirements of Section 6.3. of this Agreement, and in accordance with Section 2117(a)(1) of the Land Banks Act.
2. No later than the earlier of ten (10) days prior to the conveyance of the real property or within thirty (30) days after the discharge, the Land Bank shall file evidence of the extinguishment and discharge of tax liens or municipal claims with the Luzerne County Tax Claim Bureau, including copies of the resolution by the Board, any intergovernmental cooperation agreements, receipt of payment, or other necessary and appropriate documentation.
3. To the extent that the Land Bank receives payments attributable to a lien or claim for real property taxes owed to a municipality or school district on property acquired by the Land

Bank, the Land Bank shall remit the full amount of the payments to the municipality or school district.

4. For the duration of the time real property is held by the Land Bank, the Municipalities authorize the abatement of all real estate taxes, water, sewer, and other charges under their jurisdiction.

B. School District.

1. The School Districts that are a Party to this ICA agree to consider the discharge of a lien or claim to property the Land Bank plans to acquire or already has acquired in accordance with Section 2117 (a) (2) of the Land Banks Act.
2. The Land Bank shall submit in writing to the School Board a request to discharge a lien or claim owed to the School District. The School Board shall determine whether or not to discharge the lien or claim within 60 days of receipt of the request. The School Board shall forward their decision in writing to the Land Bank within five (5) days of the decision.
3. No later than the earlier of ten (10) days prior to the conveyance of the real property or within thirty (30) days after the discharge, the Land Bank shall file evidence of the extinguishment and discharge of tax liens or claims with the Luzerne County Tax Claim Bureau, including copies of the resolution by the Board, any intergovernmental cooperation agreements, receipt of payment, or other necessary and appropriate documentation pursuant to Section 2117 (a) (3) of the Land Banks Act.
4. To the extent that the Land Bank receives payments attributable to a lien or claim for real property taxes owed to the School District on property acquired by the Land Bank, the Land Bank shall remit the full amount of the payments to the School District pursuant to Section 2117 (b) of the Land Banks Act.

Section 6.9. Quiet Title Actions.

The Land Bank may initiate a quiet title action to quiet title to interests in Land Bank real property in accordance with expedited quiet title proceedings set out in Section 2118 of the Land Banks Act and all other applicable laws.

Section 6.10. Execution of Legal Documents Relating to Real Property.

All deeds, mortgages, contracts, leases, purchases, or other contracts regarding real property of the Land Bank, including contracts to acquire or dispose of real property, shall be approved by the Board. The Board may designate an officer or staff person to sign contracts in the name of the Land Bank.

Section 6.11. Holding and Managing Real Property.

- A. The Land Bank may hold and own in its name any real property in the Land Bank Jurisdiction acquired by the Land Bank or transferred to the Land Bank by the State, municipality, an intergovernmental entity created under the laws of the State, or any other public or private person, including, but not limited to, real property with or without clear title. The Land Bank may control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent waste or deterioration, demolish, and take all other actions necessary to preserve the value of the real property it holds or owns. The Land Bank may take or perform actions with respect to real property held or owned by the Land Bank, including, but not limited to, the following:

1. Grant or acquire a license, easement, or option with respect to real property as the Land Bank determines is reasonably necessary to achieve the purposes of this

- Agreement and the Land Banks Act;
2. Fix, charge, and collect rents, fees, and charges for use of Land Bank real property or for services provided by the Land Bank;
 3. Take any action, provide any notice, or institute any proceeding required to clear or quiet title to real property held by the Land Bank in order to establish ownership by and vest title to real property in the Land Bank; and
 4. Remediate environmental contamination on any real property held by the Land Bank.
- B. The Municipalities are obligated to maintain the real property within their municipality, including site clean-up, vegetation control, cutting grass, and any other agreed-upon maintenance during the time the same is owned by the Land Bank. No representation can be or is made as to the time duration which it will take the Land Bank to return the real property which it acquires to a productive use.
- C. Prior to transfer of a real property by the Land Bank for lease or sale, the Municipalities agree that within their jurisdiction each will inspect the same, without cost to the Land Bank, and supply the Land Bank with a written inspection report. The report will indicate whether the property is in compliance with the building, housing, property maintenance, and other applicable codes, rules, regulations, and ordinances of each municipality.

Section 6.12. Owner-Occupant Policies.

In the event the Land Bank acquires a residential real property that is the primary place of residence of an owner-occupant, it shall proceed in accordance with Section 2104 of the Land Banks Act and the Policies adopted by the Board. The Land Bank, if feasible, may offer to lease the premises to the prior owner-occupant at fair market value for a period not less than six months.

Section 6.13. Civil Action to Protect Land Bank Real Property.

The Land Bank may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any real property held by the Land Bank.

Section 6.14. Public Access to Inventory.

The Land Bank shall maintain and make available for public review and inspection an inventory of real property held by the Land Bank. The inventory shall be maintained as a public record.

Section 6.15. Transfer of Interests in Real Property by Land Bank.

Subject to the Policies of the Board, provisions of this Agreement, and the Land Banks Act and other applicable laws, the Land Bank may convey, exchange, sell, transfer, lease, grant, or mortgage interests in real property of the Land Bank to any public or private person on terms and conditions, in the form and by the method determined to be in the best interests of the Land Bank, and for an amount of consideration the Land Bank considers proper, fair, and reasonable including for no monetary consideration.

Section 6.16. Board Disposition Policies.

The Land Bank real property shall be conveyed in accordance with the Land Banks Act and according to criteria determined in the discretion of the Board and contained in the Policies adopted by the Board. The Parties understand that the Land Bank will attempt to return the real property to productive use, which may include a non-taxable use, such as transfer to a municipality, school district, or for a charitable purpose.

Section 6.17. . Disposition of Proceeds.

Any proceeds from the sale or transfer of real property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Land Banks Act.

Section 7. Books, Records, and Finances.

Section 7.1. Land Bank Records.

The Land Bank shall keep and maintain all documents and records of the Land Bank in accordance with a record retention policy adopted by the Board consistent with the laws and regulations regarding record retention. The records of the Land Bank shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

Section 7.2. Financial Statements and Reports.

The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

Section 7.3. Annual Budget.

The Board, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall approve a budget for the Land Bank immediately preceding each fiscal year.

Section 8. Financing and Expenditures.

Section 8.1. Funding Land Bank Operations.

The Land Bank may receive funding through grants and loans from the Federal Government, the Commonwealth of Pennsylvania, Members of the Land Bank, and private sources. The Land Bank may receive and retain payments for services rendered, for rents and leasehold payments received, for consideration for disposition of real property and personal property, for proceeds of insurance coverage for losses incurred, for income from investments and assets, and activity lawfully permitted to the Land Bank pursuant to the Land Banks Act.

Section 8.2. Party Monetary Considerations.

- A. Parties shall pay \$3,000 to participate in this Agreement. The Land Bank may charge reasonable fees for future operating costs as approved by the Land Bank Board.
- B. Each Party shall take all necessary actions to remit fifty percent (50%) of the real estate tax principal collected on real property, within their taxing jurisdiction, disposed of by the Land Bank commencing with the first taxable year following the date of the Land Bank's disposition of the real property and continuing each year thereafter for a period of five (5) years. Payment by the Parties to the Land Bank shall be made no later than December 31st of the calendar year in which the taxes were first due and payable.

- C. The Land Bank shall provide written notice to any Party that fails to timely make the payment required in Paragraphs A and B of this Section 8.2. above. The written notice shall provide the Party with thirty (30) days to pay the amount due in full. Absent other arrangements agreed to by the Board, a Party's failure to make the payment within the time frame set forth in the written notice shall result in the Party's removal as a Land Bank Member beginning the first day of the month following the deadline set forth in the written notice required pursuant to this Section.
- D. If a Party fails to timely make the payment set forth in Paragraphs A and B of this Section 8.2. above, such Party shall be liable for the reimbursement of any attorney fees and other costs, fees, and expenses incurred by the Land Bank to collect the amounts due, in addition to the amounts required to be paid under Paragraphs A and B of this Section 8.2. above.

Section 8.3. Borrowing and Issuance of Bonds.

The Land Bank shall borrow and issue bonds to the extent authorized and pursuant to Section 2112 of the Land Banks Act, in accordance with its Bylaws, Policies, and all other applicable laws. Section 2112.(e) of the Land Banks Act shall not be permitted unless each member municipality's governing body approves the bond liability.

Section 8.4. Management of Funds.

The Land Bank's treasurer, or other individual designated by the Board, shall be designated the fiscal agent of the Land Bank's account established for the management of sales proceeds, monetary contributions made by the Parties, and other Land Bank funds. Standard accounting procedures shall be used in the management of the accounts.

Section 8.5. Authorized Expenditures.

The Land Bank shall in its sole discretion and within its budget expend such funds as necessary to carry out the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act consistent with this Agreement.

Section 8.6. Annual Audit and Report.

The Land Bank shall annually, within one hundred twenty (120) days after the end of the fiscal year, submit an audit of income and expenditures, together with a report of its activities for the preceding year, to the Pennsylvania Department of Community and Economic Development. A duplicate of the audit and the report shall be filed with the governing bodies of the Land Bank Jurisdiction which created the land bank and each political subdivision which opted to participate in the land bank pursuant to an intergovernmental agreement.

Section 9. Policies.

The Land Bank shall develop Policies consistent with the provisions of this Intergovernmental Cooperation Agreement and the Land Banks Law. The Land Bank Policies shall initially be adopted and thereafter reviewed at least every other year by the Land Bank Board. If the Land Bank has employees, the Land Bank shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

Section 10. Termination of Membership.

Any Party may withdraw their membership and terminate their Intergovernmental Cooperation Agreement by providing the land bank ninety (90) days written notice of its intent to withdraw. In the event of a withdrawal, all of the Party's obligations are terminated, except that the obligations for the

real property already obtained by the Land Bank in the jurisdiction, including, but not limited to, the post-Land Bank conveyance five-year allocation of one-half (1/2) of tax revenues to the Land Bank, shall continue. Unless terminated by mutual agreement, or as stated in this paragraph, this Agreement shall continue.

Section 11. Duration and Dissolution.

Section 11.1. Duration.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until such time as the Land Bank is terminated and dissolved. Any conflict arising out of the provision of this Agreement shall be addressed using the conflict resolution policy adopted by the Board.

Section 11.2. Dissolution of the Land Bank.

A Board resolution must be approved by two-thirds of the entire Board membership to dissolve the Land Bank pursuant to Section 2105(h)(3). Dissolution shall be pursuant to Section 2114 of the Land Banks Act.

Section 12. Miscellaneous.

Section 12.1. Filing.

The Land Bank shall file a copy of this Agreement with the Pennsylvania Department of Community and Economic Development and with the Pennsylvania Department of State and provide to the Parties the certificate of incorporation issued by the Secretary of the Commonwealth after receipt of this Agreement.

Section 12.2. Entire Agreement.

This Agreement sets forth the entire Agreement between the Parties and the Land Bank and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of the Agreement are not a mere recital and that there are no other agreements, understandings, or representations between the Parties and the Land Bank in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 12.3. Interpretation of Agreement.

The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Banks Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Banks Act. All powers granted to the Land Bank under this Agreement and the Land Banks Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 12.4. Severability of Provisions.

If any provision of this Agreement, or its application to any person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances are not affected but will be enforced to the extent permitted by law.

Section 12.5. Governing Law.

This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall in all respects be interpreted, enforced, and governed under the laws of the Commonwealth of Pennsylvania.

ATTEST:

ASHLEY BOROUGH
MUNICIPALITY

ATTEST:

HANOVER TOWNSHIP
MUNICIPALITY

ATTEST:

THE CITY OF NANTICOKE
MUNICIPALITY

ATTEST:

NEWPORT TOWNSHIP
MUNICIPALITY

ATTEST:

PLYMOUTH TOWNSHIP
MUNICIPALITY

ATTEST:

THE CITY OF WILKES-BARRE
MUNICIPALITY

ATTEST:

THE MUNICIPALITY OF KINGSTON
MUNICIPALITY

ATTEST:

HANOVER AREA SCHOOL DISTRICT
SCHOOL DISTRICT

FILE OF COUNCIL

NO. _____ of 2022

Presented in City Council on July 14, 2022.

AN ORDINANCE

AMENDING CHAPTER 2, ARTICLE III, DIVISION 2 OF THE CODE OF ORDINANCES OF THE CITY OF WILKES-BARRE ENTITLED “EMPLOYEES’ PENSION FUND”

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF WILKES-BARRE THAT CHAPTER 2, ARTICLE III, DIVISION 2 OF THE CODE OF ORDINANCES OF THE CITY OF WILKES-BARRE ENTITLED “EMPLOYEES PENSION FUND” IS HEREBY AMENDED AS FOLLOWS:

CHAPTER 2. ADMINISTRATION

Article III. Employee and Officer Benefits

Division 2. Employees’ Pension Fund

Sec. 2-152. City employees’ pension board.

There is hereby created a board, to be known as the “City Employees’ Pension Board” which shall consist of the following:

- (1) The Mayor of the City of Wilkes-Barre;
- (2) The City Controller;
- (3) The Superintendent of Finance (Finance Officer);
- (4) Two (2) employees to be chosen by the employees contributing to the pension fund; and
- (5) If members of Council participate in the pension fund, and are members of the fund, a member of Council chosen by Council.

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 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 _____
_____, 2022.

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

Attest:

Cathy Payne, City Clerk

FILE OF COUNCIL

NO. _____ OF 2022

PRESENTED IN CITY COUNCIL _____

AN ORDINANCE

ENTITLED "AN ORDINANCE OF THE CITY OF WILKES-BARRE, COUNTY OF LUZERNE, AND THE COMMONWEALTH OF PENNSYLVANIA, ADOPTING THE 2022 ACTION PLAN ENCOMPASSING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME PROGRAM BUDGETS FOR PROGRAM YEAR FORTY-EIGHT AND APPROPRIATING SPECIFIC SUMS ESTIMATED TO BE REQUIRED TO COMPLETE PROGRAM ACTIVITIES."

WHEREAS, it is now appropriate to approve the Budget and Financial Statement of Objectives for the 2022 Action Plan for Year Forty-Eight (48) and to authorize the submission of the same to the Department of Housing & Urban Development (DHUD).

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

SECTION I. The attached Budget and Financial Statement of Objectives for the 2022 Action Plan for Year forty-eight (48) are hereby approved.

SECTION II. Further, the proper City Officials are hereby authorized to submit the same to the Department of Housing & Urban Development (DHUD).

SECTION III. 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 be included.

SECTION IV. Further, the proper City Officials are hereby authorized to bid, award, and execute any and all necessary documents related to the implementation of this budget pursuant to all regulatory requirements of the Community Development Block Grants, and HOME Programs.

SECTION V. All Ordinances or parts of Ordinances inconsistent herewith be and the same are hereby repealed.



NEW ITEM

Resolution No. _____

Wilkes-Barre, PA _____

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

NOW, THEREFORE, BE IT RESOLVED that the proper city officials are hereby authorized to take any and all necessary actions related to the purchase of various insurance policies through Risk Strategies for a total price for all policy premiums of \$562,003.00.

Submitted by _____

ROLL CALL

YEAS

DEFECTIONS

NAYS

Wilkes-Barre City

Insurance Proposal
Effective Date: 8/14/2022-2023

Prepared By:
Joseph Joyce Jr.
William Joyce
9 North Main Street, Pittston, PA 18640
Phone: 570-654-2831
Fax: 570-655-4668

Public Officials Liability

	Limit	Deductible
General Aggregate	\$2,000,000	
Each Occurrence	\$2,000,000	\$25,000
Retro Date: Full Prior Acts		

Employment Practices Liability

	Limit	Deductible
General Aggregate	\$2,000,000	
Each Occurrence	\$2,000,000	\$25,000
Retro Date: Full Prior Acts		

Law Enforcement Liability

	Limit	Deductible
General Aggregate	\$1,000,000	
Each Occurrence	\$1,000,000	\$100,000

Firefighters Professional Liability

	Limit	Deductible
General Aggregate	\$1,000,000	
Each Occurrence	\$1,000,000	\$5,000

Fiduciary Liability

	Limit	Deductible
General Aggregate	\$1,000,000	
Each Occurrence	\$1,000,000	\$0

General & Professional Liability Health Department

Professional Liability	Limit	Deductible
General Aggregate	\$3,000,000	\$5,000
Each Occurrence	\$1,000,000	\$5,000
General Liability	Limit	Deductible
General Aggregate	\$3,000,000	\$5,000
Bodily Injury & Property Damage	\$1,000,000	
Personal & Advertising Liability	\$1,000,000	
Products Completed Operations	\$1,000,000	
Fire Damage	\$50,000	
Medical Payments	\$5,000	
Sexual Misconduct	Limit	Deductible
General Aggregate	\$1,000,000	\$5,000
Each Occurrence	\$1,000,000	\$5,000
Retro Date	8/14/2010	

Cyber Liability & Privacy Crisis Management Expense

	Limit	Deductible
Data Breach & Privacy Aggregate	\$1,000,000	
Data Breach & Privacy Each Claim	\$1,000,000	\$10,000
Regulatory Action Aggregate	\$1,000,000	\$10,000
Regulatory Compensatory Aggregate	\$1,000,000	\$10,000
PCI Fine/Penalties Aggregate	\$1,000,000	\$10,000
PCI Assessments Aggregate	\$1,000,000	\$10,000
Computer Forensics Costs Aggregate	\$1,000,000	\$10,000
Notification Costs Aggregate	\$1,000,000	\$10,000
Credit Protection Costs Aggregate	\$1,000,000	\$10,000
Crisis Management Aggregate	\$1,000,000	\$10,000

Premium Summary

Coverage	Renewal Premium	Expiring Premium
Property	\$142,310	\$127,630
Inland Marine	\$21,981	\$21,981
Boiler & Machinery	\$14,537	\$13,895
General Liability	\$110,934	\$110,934
Business Auto	\$127,516	\$107,516
Fidelity Bond	\$1,014	\$1,014
Crime	\$1,131	\$1,131
Public Officials/EPLI	\$56,439	\$56,385
Law Enforcement	**Renewed 5/4	\$132,310
Firefighters Professional	\$4,770	\$4,785
Fiduciary Liability	\$17,732	\$16,895
GL & Prof Health Dept.	** \$28,450	\$26,238
Cyber Liability	\$35,189	\$20,032
TOTAL PREMIUM (Incl. Terrorism)	\$562,003	\$640,746

**The renewal premium for the GL & Prof Health Dept. is an estimate. Once we receive a formal quote from the carrier we will provide the premium amount to the city.

NOTES

- ✓ The Package renewal quote is from HARIE (Housing & Redevelopment Insurance Exchange).
 - Over the last 5 years the claims have totaled \$1,194,901 on the Package lines.
 - The number of vehicles went from 136 to 162.
 - HARIE has offered guaranteed cost based on a loss ratio under 100%.
 - We also sent this out to additional carriers and received the following feedback...
 - Travelers: Declined due to unfavorable loss history.
 - Selective: Declined due to unfavorable loss history.
 - McKee Risk: Declined due to unfavorable loss history.
 - Glatfelter: Declined due to unfavorable loss history.
 - McGowan: Declined due to unfavorable loss history.
 - Apex: Declined due to unfavorable loss history.
 - PGU: Declined due to unfavorable loss history.
 - RPS: Declined due to unfavorable loss history.
 - Guard: Declined due to unfavorable loss history.
- ✓ The Boiler & Machinery quote is from Hartford Steam Boiler.
- ✓ The Public Officials/Employment Practices Liability Quote is from Richmond National.
 - The incumbent carrier, Berkley Assurance is no longer writing monoline professional lines coverages.
 - We also sent this out to additional carriers and received the following feedback...
 - Greenwich: Quoted with an annual premium of \$72,675
 - Kinsale Insurance: Quoted with an annual premium of \$87,944
- ✓ The Law Enforcement Liability was renewed effective 5/4/2022 – 8/14/2023 with Richmond National.
- ✓ The Fiduciary Liability quote is from Hudson Insurance Company.
- ✓ The Firefighters Professional quote is from Hudson Insurance Company.
- ✓ The GL/Health Department quote is from Allied World Surplus Lines.

NOTES

- ✓ The Cyber Liability quote is from HiscoxPro.
 - *Per the underwriter... "The premium increase is due to the cyber market being in turmoil and all carriers are seeking increases which are significant in most all situations. Also, the increase in ransomware events across the industry ~ especially those targeting government entities. Most carriers are exiting the market for public entities so there are very few options."*
 - We also approached the following carriers for a quote...
 - ✦ Cowbell: Provided an indication at \$31,701 pending a review of the system
 - ✦ Axis: Declined due to lack of controls in place
 - ✦ AtBay: Declined due to lack of controls in place
 - ✦ Coalition: Declined due to lack of controls in place
 - ✦ Corvus: Declined due to lack of controls in place
 - ✦ Tokio Marine: Declined due to lack of controls in place