

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**January 14, 2019**  
**6:00 PM**

1. **ROLL CALL**

2. **READING OF MINUTES**

3. **REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES**

- 3.A BREAKDOWN OF ELIGIBLE SALARIES FOR THE LIQUID FUELS ACCOUNT FOR THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER 2018.

[Liquid Fuels Acct for October, November, December 2018.pdf](#)

- 3.B TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD JANUARY 16, 2019.

[Tax Assessor's Report for 1-16-19.pdf](#)

- 3.C MINUTES OF THE LACKAWANNA COUNTY LAND BANK MEETING HELD DECEMBER 14, 2018.

[Lacka County Land Bank Meeting Minutes 12-14-18.pdf](#)

- 3.D AGENDA FOR THE BOARD OF ZONING APPEALS MEETING HELD JANUARY 9, 2019.

[Zoning Board Meeting Agenda 1-9-19.pdf](#)

4. **CITIZENS PARTICIPATION**

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

5.A MOTIONS

- 5.B FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE FIRE CHIEF OF THE CITY OF SCRANTON FIRE DEPARTMENT TO EXECUTE AND ENTER INTO A FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE PENNSYLVANIA TURNPIKE COMMISSION ("COMMISSION") AND THE SCRANTON FIRE DEPARTMENT ("CONTRACTOR") TO EXECUTE A CONTRACT FOR FIRE AND RESCUE SERVICES.

[Resolution-2019 Fire and Rescue Service Agreement.pdf](#)

- 5.C FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON AND LODGE NO. 2 OF THE FRATERNAL ORDER OF POLICE WHEREBY THE POLICE CHIEF, IN HIS DISCRETION, MAY OFFER TERI ASSIGNMENTS TO OFFICERS WHO HAVE BEEN DIAGNOSED OR SUFFER FROM A TERMINAL HEALTH CONDITION.

[Resolution-2019 MOU with FOP TERI Assignments for Officers.pdf](#)

- 5.D FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH COMMONWEALTH ENERGY GROUP, LLC FOR THE CITY OF SCRANTON CONSULTING SERVICES FOR ENERGY SAVING PERFORMANCE FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021.

[Resolution-2019 Contract with Commonwealth Energy Group, LLC.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 51, 2019 - AN

ORDINANCE – AMENDING “THE CODE OF ETHICS OF THE ADMINISTRATIVE  
CODE OF THE CITY OF SCRANTON, PENNSYLVANIA.”

[Ordinance-2019 Amending Code of Ethics.pdf](#)

## 7. FINAL READING OF RESOLUTIONS AND ORDINANCES

7.A NO BUSINESS AT THIS TIME.

## 8. ADJOURNMENT

City of Scranton  
Pennsylvania

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



Office of the City Controller  
and Bureau of Investigations

MEMORANDUM

TO: David Bulzoni  
Business Administrator

FROM: Roseann Novembrino  
City Controller

RE: Liquid Fuels

DATE: January 4, 2019

RECEIVED

JAN 4 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

The following is a breakdown of the eligible salaries for the Liquid Fuels Account for the months of October, November, and December, 2018. Also included are salary details for the same period in the previous year.

	2018	2017
October	51,666.69	40,415.46
November	33,357.41	22,786.59
December	24,332.66	21,142.30
TOTAL	109,356.76	84,344.35
Prior Months	344,728.77	351,757.20
TOTAL YEAR TO DATE	454,085.53	436,101.55

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

# LIQUID FUELS FOR THE YEAR 2018

ELIGIBLE SALARY EXPENSE FOR OCTOBER 2018

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O.T.	SALARY	O.T.	
10-01-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
10-02-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	LEONARD	OPERATOR	PAVING CREW	FELLOWS ST.	8		22.1940	33.2910	177.55
	SPARROW	OPERATOR	PAVING CREW	FELLOWS ST.	8		22.1940	33.2910	177.55
	PUGLIESE	OPERATOR	PAVING CREW	FELLOWS ST.	8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	PAVING CREW	FELLOWS ST.	8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	PAVING CREW	FELLOWS ST.	8		21.8865	32.8298	175.09
	POPE	CHAUFFEUR	PAVING CREW	FELLOWS ST.	8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		21.4845	32.2268	171.88
	LIPTAI	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		21.4845	32.2268	171.88
	GUSE	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	POVEROMO	REPAIRMAN	POTHOLE REPAIR		8		17.4845	26.2268	139.88
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	LEONARD	OPERATOR	PAVING CREW	FELLOWS ST.	8		22.1940	33.2910	177.55
10-03-18	SPARROW	OPERATOR	PAVING CREW	FELLOWS ST.	8		22.1940	33.2910	177.55
	PUGLIESE	OPERATOR	PAVING CREW	FELLOWS ST.	8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	PAVING CREW	FELLOWS ST.	8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	PAVING CREW	FELLOWS ST.	8		21.8865	32.8298	175.09
	POPE	CHAUFFEUR	PAVING CREW	FELLOWS ST.	8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		21.4845	32.2268	171.88
	LIPTAI	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		21.4845	32.2268	171.88
	MARONI	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		13.5833	20.3750	108.67
	FENTON	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	LEONARD	OPERATOR	PAVING CREW	FELLOWS ST.	8		22.1940	33.2910	177.55
	SPARROW	OPERATOR	PAVING CREW	FELLOWS ST.	8		22.1940	33.2910	177.55
	PUGLIESE	OPERATOR	PAVING CREW	FELLOWS ST.	8		22.1940	33.2910	177.55
10-04-18	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O.T.	SALARY	O.T.	
	GENTILE	CHAUFFEUR	PAVING CREW	FELLOWS ST.	8		21.8865	32.8298	175.09
	POPE	CHAUFFEUR	PAVING CREW	FELLOWS ST.	8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	LIPTAI	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		21.4845	32.2268	171.88
	CARAMANNO	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	PADDEN	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		13.5833	20.3750	108.67
	GUSE	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	POVEROMO	REPAIRMAN	POTHOLE REPAIR		8		17.4845	26.2268	139.88
10-05-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	SENSI	OPERATOR	PAVING CREW	FELLOWS ST.	8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	SPARROW	OPERATOR	PAVING CREW	FELLOWS ST.	8		22.1940	33.2910	177.55
	PUGLIESE	OPERATOR	PAVING CREW	FELLOWS ST.	8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	PAVING CREW	FELLOWS ST.	8		21.8865	32.8298	175.09
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	BAUMAN	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		21.4845	32.2268	171.88
	CARAMANNO	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	FREDERICKSON	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		13.5833	20.3750	108.67
	PADDEN	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	BAUER	REPAIRMAN	PAVING CREW	FELLOWS ST.	8		21.4845	32.2268	171.88
10-09-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	SPARROW	OPERATOR	MILLING CREW		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
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	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
10-10-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
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	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	BAUER	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
10-11-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
10-12-18	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
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	SPARROW	OPERATOR	PAVING CREW		8		22.1940	33.2910	177.55
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	LIPTAI	REPAIRMAN	PAVING CREW		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	PAVING CREW		8		21.4845	32.2268	171.88
10-15-18	CARAMANNO	REPAIRMAN	PAVING CREW		8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	PAVING CREW		8		13.5833	20.3750	108.67
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
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	BAUMAN	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
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	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
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	FORGIONE	CHAUFFEUR	PAVING CREW		8		21.8865	32.8298	175.09
10-16-18	WALSH, D.	CHAUFFEUR	PAVING CREW		8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	PAVING CREW		8		21.4845	32.2268	171.88
	LIPTAI	REPAIRMAN	PAVING CREW		8		21.4845	32.2268	171.88
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	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
10-17-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
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	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
10-18-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O.T.	SALARY	O.T.	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	GILROY	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	FREDERICKSON	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	PADDEN	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
10-19-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	GILROY	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
10-22-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
10-23-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	SPARROW	OPERATOR	MILLING CREW	PUTNAM ST.	8		22.1940	33.2910	177.55
	PUGLIESE	OPERATOR	MILLING CREW	PUTNAM ST.	8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	JAKES	CHAUFFEUR	MILLING CREW	PUTNAM ST.	8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	MILLING CREW	PUTNAM ST.	8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	GILROY	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	GUSE	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
10-24-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	SPARROW	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	FENTON	OPERATOR	POTHOLE REPAIR		8		22.1940	33.2910	177.55
	AUER	OPERATOR	POTHOLE REPAIR		8		22.1940	33.2910	177.55
10-25-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09



DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	GILROY	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	CARAMANNO	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
10-26-18	BAUER	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	GILROY	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
10-29-18	FENTON	OPERATOR	POTHOLE REPAIR		8		22.1940	33.2910	177.55
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	GENTILE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	POPE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	THOMAS, B.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	LIPTAI	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
10-30-18	PIERSON	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	GILROY	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
10-31-18	FENTON	OPERATOR	POTHOLE REPAIR		8		22.1940	33.2910	177.55
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	GILROY	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	FREDERICKSON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	PADDEN	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
OCTOBER 2018 TOTALS					HOURS		2448	WAGES	51,666.69

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

# LIQUID FUELS FOR THE YEAR 2018

ELIGIBLE SALARY EXPENSE FOR NOVEMBER 2018

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
11-01-18	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
11-02-18	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
11-05-18	TROIANIELLO	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	GILROY	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	PUGLIESE	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	WALSH, J.	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	POPE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
11-07-18	TROIANIELLO	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
11-08-18	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	GILROY	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	CARAMANNO	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
11-09-18	MARONI	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	GUSE	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	FENTON	OPERATOR	POTHOLE REPAIR		8		22.1940	33.2910	177.55
	AUER	OPERATOR	POTHOLE REPAIR		8		22.1940	33.2910	177.55
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	THOMAS, B.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	GILROY	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	FREDERICKSON	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	PADDEN	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
11-13-18	TRUBIA	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	POVEROMO	REPAIRMAN	BASIN REPAIR/CLEAN		8		17.4845	26.2268	139.88
	AUER	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	LIPTIA	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
11-14-18	PIAZZA	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	PUGLIESE	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
11-15-18	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
11-16-18	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	LEONARD	OPERATOR	SNOW / ICE	NORTH SCRANTON	8		22.1940	33.2910	177.55
	PUGLIESE	OPERATOR	SNOW / ICE	SOUTH SCRANTON	8		22.1940	33.2910	177.55
	WALSH, J	MASTERCFT	SNOW / ICE		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	SNOW / ICE	PLOT SECTION	8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.8865	32.8298	175.09
	GENTILE	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.8865	32.8298	175.09
	POPE	CHAUFFEUR	SNOW / ICE	SOUTH SCRANTON	8		21.7209	32.5814	173.77
	THOMAS, B.	CHAUFFEUR	SNOW / ICE	NORTH SCRANTON	8		21.7209	32.5814	173.77
	FREDERICKSON	REPAIRMAN	SNOW / ICE	BASINS	8		13.5833	20.3750	108.67
	FENTON	OPERATOR	SNOW / ICE	TRIPP PARK	8		22.1940	33.2910	177.55
	AUER	OPERATOR	SNOW / ICE	WEST SCRANTON	8		22.1940	33.2910	177.55
11-19-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	SNOW / ICE		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	SNOW / ICE		8		21.7209	32.5814	173.77

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O.T.	SALARY	O.T.	
11-20-18	GENTILE	CHAUFFEUR	SNOW / ICE		8		21.8865	32.8298	175.09
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
11-21-18	GILROY	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	POPE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
11-23-18	BAUMAN	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	CARAMANNO	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	POVEROMO	REPAIRMAN	POTHOLE REPAIR		8		17.4845	26.2268	139.88
	FENTON	OPERATOR	POTHOLE REPAIR		8		22.1940	33.2910	177.55
	AUER	OPERATOR	POTHOLE REPAIR		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	JAKES	CHAUFFEUR	SNOW / ICE	WEST MOUNTAIN	8		21.8865	32.8298	175.09
11-26-18	POPE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.7209	32.5814	173.77
	EIDEN	OPERATOR	SNOW / ICE	MINOOKA	8		22.1940	33.2910	177.55
	BAUMAN	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	CARAMANNO	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	FENTON	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	PIAZZA	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	AUER	OPERATOR	SNOW / ICE	SOUTH SCRANTON	8		22.1940	33.2910	177.55
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
11-27-18	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	GENTILE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	BAUMAN	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
11-28-18	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	HENEHAN	OPERATOR	BROOM		8		22.1940	33.2910	177.55
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O.T.	SALARY	O.T.	
11-29-18	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	TROIANIELLO	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	LIPTIA	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	CARAMANNO	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
11-30-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
NOVEMBER 2018 TOTALS					HOURS		1560	WAGES	33,357.41

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

# LIQUID FUELS FOR THE YEAR 2018

ELIGIBLE SALARY EXPENSE FOR DECEMBER 2018

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
12-01-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
12-04-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
12-05-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	TROIANIELLO	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
12-05-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
12-07-18	MAY	OPERATOR	SNOW / ICE	NORTH SCRANTON	8		22.1940	33.2910	177.55
	SPARROW	OPERATOR	SNOW / ICE	WEST MOUNTAIN	8		22.1940	33.2910	177.55
	PUGLIESE	OPERATOR	SNOW / ICE	SOUTH SCRANTON	8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	SNOW / ICE	HILL SECTION	8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	SNOW / ICE	GREEN RIDGE	8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	SNOW / ICE	WEST SCRANTON	8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	SNOW / ICE	NORTH SCRANTON	8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	SNOW / ICE	EAST MOUNTAIN	8		21.8865	32.8298	175.09
	EIDEN	OPERATOR	SNOW / ICE	WEST SCRANTON	8		22.1940	33.2910	177.55
	TROIANIELLO	REPAIRMAN	SNOW / ICE	WEST SCRANTON	8		21.4845	32.2268	171.88
	AUER	OPERATOR	SNOW / ICE	CENTRAL CITY	8		22.1940	33.2910	177.55
12-10-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
12-11-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	BAUMAN	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
12-12-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	SNOW / ICE		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	AUER	OPERATOR	POTHOLE REPAIR		8		22.1940	33.2910	177.55
12-13-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55



DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O.T.	SALARY	O.T.	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	PADDEN	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
12-14-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	SPARROW	OPERATOR	MILLING CREW	S. WEBSTER AVE.	8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	WALSH, D.	CHAUFFEUR	MILLING CREW	S. WEBSTER AVE.	8		21.7209	32.5814	173.77
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.7209	32.5814	173.77
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	POVEROMO	REPAIRMAN	POTHOLE REPAIR		8		17.4845	26.2268	139.88
	FENTON	OPERATOR	POTHOLE REPAIR		8		22.1940	33.2910	177.55
	BAUER	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
12-17-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	GENTILE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	POPE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	CARAMANNO	REPAIRMAN	BASIN REPAIR/CLEAN		8		13.5833	20.3750	108.67
	AUER	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
12-18-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
12-19-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	EIDEN	OPERATOR	SNOW / ICE		8		22.1940	33.2910	177.55
	TROIANIELLO	REPAIRMAN	SNOW / ICE		8		21.4845	32.2268	171.88
	LIPTAI	REPAIRMAN	SNOW / ICE		8		21.4845	32.2268	171.88
	CARAMANNO	REPAIRMAN	SNOW / ICE		8		13.5833	20.3750	108.67
	BAUER	REPAIRMAN	SNOW / ICE		8		21.4845	32.2268	171.88
12-20-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
	MARONI	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
12-21-18	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77



DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	TROIANIELLO	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	LIPTAI	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
12-24-18	GIANNONE	CHAUFFEUR	SNOW / ICE		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	SNOW / ICE		8		21.8865	32.8298	175.09
12-26-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
12-27-18	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
12-28-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.8865	32.8298	175.09
	BAUMAN	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
	PIERSON	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.4845	32.2268	171.88
12-31-18	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		22.1940	33.2910	177.55
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		22.3982	33.5973	179.19
	WALSH, J	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9069	32.8604	175.26
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.7209	32.5814	173.77
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.8865	32.8298	175.09
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.4845	32.2268	171.88
DECEMBER 2018 TOTALS				HOURS	<u>1,136</u>		WAGES		<u>24,332.66</u>

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

# TAX ASSESSOR'S REPORT

Hearing Date: 01/16/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
10:00 AM	MARTINELLI MICHAEL F IV & DIAN	OLD FORGE	1750302000504		65500	
10:20 AM	CHELLINO GERALD & KATHRYN M	ARCHBALD	09402050006		47000	
10:40 AM	LINDE NGS INC	CARBONDALE CITY	0451307000118	BOYD HUGHES	1500	
10:50 AM	PENN EAST FEDERAL CREDIT UNIO	DICKSON CITY	1130303001121	PATRICK LAVELLE	324200	
11:00 AM	RAMSEY MARY C	FELL TWP	0150301000703		13000	
11:10 AM	CARLO STEPHEN J JR & CAITLON E	JEFFERSON	15101020001		52000	
11:20 AM	HINE ROBERT JR	JEFFERSON	1490205000146		10000	
11:30 AM	MAGANZINI STEPHEN JR & ELIZA	JEFFERSON TWP	1490205000144		44000	
11:40 AM	ANGRISANO ROSALIE	MADISON TWP	1820301000901		19400	
11:50 AM	PASTORE JAMES	MADISON TWP	1820301000904		20500	
12:00 PM	ACADEMY II LP	MOSCOW	1981103000201		720000	
12:10 PM	GAUGHAN JOSEPH & CYNTHIA L	BENTON TWP	0281401000102		72000	
12:20 PM	MURPHY ROBERT & CHESIK S	BENTON TWP	0400101000403	GREGORY PASCALE	48000	
12:30 PM	STARK MARY K	DALTON	0680203000101		13700	
12:40 PM	NOLL CAROLE A	DUNMORE	1470503002950		30500	
12:50 PM	BEVILACQUA ROSARIO & JESSICA	NEWTON TWP	1110301002864		87400	
1:00 PM	KUCKER COREY D & NICOLE M	ROARING BROOK TWP	1700101001141		63500	
1:10 PM	MITCHELL MARGARET S	SOUTH ABINGTON TWP	1000101002007	MARK CONWAY	37000	
1:20 PM	SHEA JOSEPH & SUZANNE	SOUTH ABINGTON TWP	0990202000106		45900	
1:30 PM	HARTZ RYAN & RACHEL	SOUTH ABINGTON TWP	0990202000202		82000	
1:40 PM	MAGLIOCCHI ROBERT & MARIA	THROOP	1250302000162		12000	
1:50 PM	QUINNAN PAUL J & DIANE R	SCRANTON	16706030006		13000	
2:00 PM	WALSH BRIAN J & LORI E	SCRANTON	14605050008		14300	
2:10 PM	WALKER ANNE & JAMES J	SOUTH ABINGTON	0910201004621	JAMES TRESSLER	63200	
2:20 PM	MIELNIKOWSKI ALEXANDER & CAR	NEWTON TWP	1310301000305		10000	
2:30 PM	MCCRACKEN CATHY & STEPHEN M	SPRINGBROOK	20403010001		45400	
2:40 PM	FADDEN JOSEPH	SCRANTON	1241302003001		13000	
2:40 PM	FADDEN JOSEPH	SCRANTON	12413020030		6200	
2:50 PM	MILLETT REAL ESTATE	DICKSON CITY	1130303000903		875000	

TOTAL RECORDS 29

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JAN 08 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

(01/01) 01/09/2019 11:37:11 AM

Melissa Maguire 5709636385

January 8, 2019

**LACKAWANNA COUNTY LAND BANK  
SCHEDULED MEETING MINUTES  
December 14, 2018**

The scheduled meeting of the Lackawanna County Land Bank was held on Friday, December 14, 2018 in the Commissioners' Conference Room, 200 Adams Avenue, Sixth Floor, Scranton, Pennsylvania.

At 10:00 am Chairman O'Malley called the meeting to order and all joined in the Pledge of Allegiance.

**ROLL CALL**

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

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Also present were Atty. Joseph Colbassani, Land Bank Legal Counsel and Ralph Pappas, Business Relations Manager, and Barbara Arens, Administrative Assistant.

**PUBLIC COMMENT ON AGENDA ITEMS ONLY**

There were no comments made at this time.

**MINUTES**

A motion was made by Marion Gatto and seconded by Terry McDonnell to approve the minutes of the November 9, 2018 meeting as prepared and presented.

**All in Favor**

**PRESENTATION OF VOUCHERS FOR EXAMINATION AND APPROVAL**

A motion was made by Marion Gatto and seconded by Henry Deecke to approve voucher expenditures of November 10, 2018 through December 14, 2018, as presented.

**All in Favor**

**DISCUSSION ITEMS**

**2019 Meeting Schedule**

A motion was made by Mr. Deecke and seconded by Mr. McDonnell to keep the schedule of Land Bank meeting for the second Friday of each month. In the event that Friday was a holiday, the meeting will be held on preceding Thursday.

**YE 2018 Audit**

The Board agreed to request quotes for the 2018 year end fiscal audit from Joe Alu and Michael Kohanski

### **New Interest /Land Bank- Dunmore, Old Forge, Mid Valley SD**

Mr. Kelly stated that he met with Dunmore Borough Council and they are on board with joining the Land Bank. The next Dunmore School work session is scheduled for early January. Since Mr. Kelly may be out of town at that time, he requested Mr. Pappas and Mr. McDonnell meet with the School Board. He also met with Old Forge Council. They are also on board. A meeting with the Old Forge School District has to be scheduled. The Mid Valley School District is also electing to join. The Mid Valley School District is on board with any municipality within the district that is electing to join that includes, Dickson City, Olyphant and Throop. The School District planned on sending letters to these municipalities encouraging them to join.

### **Blight to Bright LSA Grant Update**

Mr. Kelly stated that the last Blight to Bright meeting held on November 29<sup>th</sup> was a great success. The meeting was held at the 911 Center in Jessup. At that meeting, Chris Gulotta, our consultant on this project, released the blight task force's recommendations for addressing blight in Lackawanna County. The meeting was attended by numerous municipal officials throughout Lackawanna County. The task force hopes to continue to work with these municipalities to implement the strategies outlined in the report.

### **1445 Meylert Avenue Update**

Mr. Kelly stated that he had requested the developer notify him when the structure at 1445 Meylert Avenue was going to be razed. However, he was never notified. Mr. Kelly drove by the property on Thursday and saw that the building was demolished. Since this is the first commercial land bank property that was acquired, a press conference will be scheduled for early next year.

### **Bid Openings/if Necessary**

Mr. Pappas stated that one bid was received for the property at 2935-2937 Pittston Avenue. The bid was from Steven Coyne. Mr. Coyne's application stated, for now, he will maintain the property for greenspace. In the future, he hopes to have a home constructed on the parcel. This is a property that is being conveyed by the City of Scranton. City Council has approved the conveyance. Once the deed is received from the City and reviewed by Atty. Colbassani, the conveyance to Mr. Coyne can proceed.

### **Property Acquisition/Disposition/Donation Discussion**

Mr. Pappas reviewed the properties included in the following resolutions.

Mr. Pappas stated Property Purchase and Side Lot application were received for the repository properties listed in Resolution No. 18-037. Both the staff and the Scranton Advisory committee recommended the transfer of these properties to the Land Bank.

### **Resolution No. 18-037- Approving the Acquisition of Additional Property from the Tax Claim Office Repository List of Unsold Property**

The Properties are as follows

**Parcel Address:** 529 Gordon Avenue, Scranton

**Parcel Address:** 500 Gordon Avenue, Scranton

**Parcel Address:** 500 Gordon Avenue, Scranton

**Parcel Address:** 519 Gordon Avenue, Scranton

**Parcel Address:** 500 Gordon Avenue, Scranton

**Parcel Address:** 368 North Hyde Park Avenue, Scranton

**Parcel Address:** Rear 138 So. Van Buren Ave, Scranton

**Parcel Address:** 525 North Bromley Avenue, Scranton

**Parcel Pin #:** 14516020007

**Parcel Pin #:** 14516020009

**Parcel Pin #:** 14516020010

**Parcel Pin #:** 14516020011

**Parcel Pin #:** 14516020012

**Parcel Pin #:** 14514070009

**Parcel Pin #:** 14513020036

**Parcel Pin #:** 1451404000903

Motion by Mr. McDonnell and Seconded by Mr. Deecke

**All in Favor**

*November 9, 2018*

*Minutes*

*Page 2*

Mr. Pappas stated one application was received for the five properties located on Gordon Avenue from Anthony Cantafio. One application was also received for 525 North Bromley Avenue from Cody Mackin as well as the property located at 2935-2937 Pittston Avenue from Steven Coyne. Both the staff and the Scranton Advisory committee recommended the sale of these properties to the applicants.

**Resolution NO. 18-038-** Approving the Conveyance of Certain Land Bank Owned Property under the Land Bank Property Purchase Program

The properties, prices and purchasers are as follows:

<b>Parcel Address:</b> 529 Gordon Avenue, Scranton	<b>Parcel Pin #:</b> 14516020007
<b>Parcel Address:</b> 500 Gordon Avenue, Scranton	<b>Parcel Pin #:</b> 14516020009
<b>Parcel Address:</b> 500 Gordon Avenue, Scranton	<b>Parcel Pin #:</b> 14516020010
<b>Parcel Address:</b> 519 Gordon Avenue, Scranton	<b>Parcel Pin #:</b> 14516020011
<b>Parcel Address:</b> 500 Gordon Avenue, Scranton	<b>Parcel Pin #:</b> 1451602001
<b>Purchaser (5 Properties):</b> Anthony Cantafio	<b>Price:</b> \$1000.00

<b>Parcel Address:</b> 525 No. Bromley Avenue, Scranton	<b>Parcel Pin #:</b> 1451404000903
<b>Purchaser:</b> Cody Mackin	<b>Price:</b> \$500.00

<b>Parcel Address:</b> 2935-2937 Pittston Avenue, Scranton	<b>Parcel Pin #:</b> 16717020037
<b>Purchaser:</b> Steven Coyne	<b>Price:</b> \$600.00

Motion by Mr. Kelly and Seconded by Mr. Deecke  
**All in Favor**

Mr. Pappas stated (1) one side lot application was received for the property located on 368 North Hyde Park Avenue from Martin and Elaine Masters. Both the staff and the Scranton Advisory committee recommended the sale of this property to the applicant.

**Resolution NO. 18-039-** Approving the Conveyance of Certain Land Bank Owned Property under the Land Bank Side Lot Program

The property, price and purchasers are as follows:

<b>Parcel Address:</b> 368 North Hyde Park Avenue, Scranton	<b>Pin #:</b> 14514070009
<b>Purchaser:</b> Martin and Elaine Masters	<b>Price:</b> \$100.00

Motion by Mrs. Gatto and Seconded by Mr. McDonnell  
**All in Favor**

Mr. Pappas explained at last meeting a motion was approved to acquire the property located at Rear 138 South Van Buren Avenue and convey it to Cynthia Harris. Ms. Harris owns the property fronting on South Van Buren Avenue. Ms. Harris will also take responsibility to raze the structure on the property. The acquisition and conveyance was contingent on Ms. Harris submitting a good faith deposit in the amount of \$1000 to insure her purchase of the property. Once the sale was complete, Ms. Harris would receive \$500.00 back. Since this is a side lot, it was recommended by the staff and Advisory Committee that Ms. Harris pay \$100.00 instead of \$500.00. After conveyance, Ms. Harris will receive back \$900.00 of her good faith deposit.

**Resolution NO. 18-040-** Approving a Revision to a Motion regarding the Acquisition of a Property from Lackawanna County's Tax Claim Bureau Repository of Unsold Property and Disposition of Said Property

The property, price and purchaser is as follows:

**Parcel Address:** Rear 138 South Van Buren Avenue

**Parcel Pin #:** 14513020036

**Purchaser:** Cynthia Harris

**Price:** \$100.00

Motion by Mr. Deecke and Seconded by Mr. McDonnell

**All in Favor**

**Opportunity for Public to Address the Board:**

None at this time

**Adjournment** – Next Meeting: Friday, January 11, 2019 (Annual Reorganizational Meeting)

---

Marion Gatto, Secretary

Prepared by Ralph Pappas



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

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

# NOTICE

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OFFICE OF CITY  
COUNCIL/CITY CLERK

**THE BOARD OF ZONING APPEALS OF THE CITY OF SCRANTON  
HEREBY GIVES NOTICE THAT IT WILL HOLD A MEETING AT CITY HALL, IN  
CITY COUNCIL CHAMBERS ( 2<sup>nd</sup> Floor ) ON WEDNESDAY,  
JANUARY 9, 2019 @ 6 PM.**

**MEETING AGENDA :**

- 1) Brendan Fitzgerald, Esq representing JGG Supermarket, LLC., 1117- 1119 Swetland St. seeking an Appeal of the Zoning Office decision with regards to the parking area not in compliant with the City Zoning Ordinance (FOC #74, dated 1993. C-N Zone. Continued from the December Zoning Board Hearing.
- 2) ATTYMAS Properties, LLC. , 1301 Madison Ave. seeks a variance in order to construct four (4), two (2) bedroom townhouse units @ 2505 N. Washington Ave. R-2 Zone.
- 3) Don Mammano dba DEM Prop. LLC. Applicant seeks a variance for relief of parking requirements & minimum square footage limits per apartment for the property located @ 614 Wyoming Ave. C-N Zone.

- 4) Medical Dimensions Inc., 1822 Mulberry St. seeks a variance in order to install a parking lot located @ Linden & Sherwood Ct. Lot will hold 17 spaces . R-2 Zone.
- 5) Times Shamrock Outdoor, 140 Penn Ave. Applicant seeks a variance in order to install back to back digital billboards @ the corner of W.Olive St. & Providence Rd. C-G Zone.
- 6) Birdhouse Outdoor LLC, seeks a variance to install a wall sign on the side of the building located @ 1925 Sanderson Ave. C-N Zone.
- 7) Lori Coleman, 1403 N. Washington Ave., seeks a variance in order to open a retail VAPE store @ this location. R-2/O Zone.

**ANYONE INTERESTED IN BECOMING A PARTY TO THE ABOVE LISTED CASES ARE DIRECTED TO CONTACT THE CITY ZONING OFFICER @ 570-348-4193, EXT # 4512. HEARING: 1/9/2019**

**BOB GATTENS , CHAIRMAN, SCRANTON ZONING BOARD.**

**PUBLIC PARTICIPATION WELCOME.**



RESOLUTION NO. \_\_\_\_\_

2019

**AUTHORIZING THE FIRE CHIEF OF THE CITY OF SCRANTON FIRE DEPARTMENT TO EXECUTE AND ENTER INTO A FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE PENNSYLVANIA TURNPIKE COMMISSION ("COMMISSION") AND THE SCRANTON FIRE DEPARTMENT ("CONTRACTOR") TO EXECUTE A CONTRACT FOR FIRE AND RESCUE SERVICES.**

WHEREAS, the Commission desires to provide quality fire protection and rescue services for customers using the Pennsylvania Turnpike System and for Commission buildings and other property from Milepost A124.3 to Milepost A120.6 South Bound from Division Street in Scranton to the off-ramp in Taylor, near the Union Street exchange and from Milepost A124.5 to A130.6 North Bound on I-476 from Division Street in Scranton to the off-ramp in Chinchilla, near the Route 6 exchange. A copy of said Agreement is attached hereto marked as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, In consideration of the Contractor agreeing to make its equipment and services available for these purposes, the Commission agrees to pay the Contractor the sum of Two-Hundred Twenty-Five Dollars (\$225.00) for each incident that the Contractor responds to on the Pennsylvania Turnpike System. The Commission will compensate Contractor an additional amount of One Thousand Dollars (\$1,000.00") per year. The Commission reserves the right to discontinue this annual payment. It will re-evaluate on a year to year basis. This payment will be pro-rated based on this Agreement execution date.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Fire Chief of the City of Scranton Fire Department is authorized to execute and enter into a Fire and Rescue Service Agreement between the Pennsylvania Turnpike Commission ("Commission") and the City of Scranton Fire Department ("Contractor") to execute a Fire and Rescue Service Agreement.

**SECTION 1.** If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it

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

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

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



Pennsylvania Turnpike Commission

PO Box 67676  
Harrisburg PA 17106-7676  
717.939.9551

December 4, 2018

Captain John Judge  
Scranton Fire Department  
340 N. Washington Ave.  
Scranton, PA 18503

RE: Contract No. 4400008450  
Fire & Rescue Service  
Agreement Execution

Dear Captain Judge:

Enclosed are one original and two copies of the Agreement between the Pennsylvania Turnpike Commission and Scranton Fire Department to execute a contract for Fire and Rescue Services.

**The agreement requires a signature on page 7.** The President or the Vice-President must sign the agreement, attested to by the Corporate Secretary/Treasurer. **Beneath the signature, please have the name and title typed for easy identification.** If persons other than those noted above are authorized to execute agreements, please provide a notarized copy of the meeting minutes showing such resolution. In addition, please complete the vendor application on our website <https://www.paturndpike.com/Procurement/Purchasing/BiddersApp.aspx> and submit the enclosed W-9 Form.

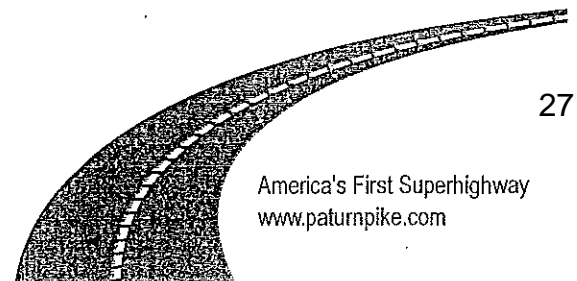
Please return **all three (3) copies** of the agreement to this office for execution by the Commission. A fully executed copy will be returned to you.

If you have any questions, please call Wanda Metzger at 717-831-7429.

Sincerely,

Donald S. Klingensmith, P.E.,  
Director, Procurement and Logistics

DSK/wlm  
Enclosures



America's First Superhighway  
[www.paturndpike.com](http://www.paturndpike.com)

## FIRE & RESCUE SERVICE AGREEMENT

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the **PENNSYLVANIA TURNPIKE COMMISSION**, an instrumentality of the Commonwealth of Pennsylvania, with principal offices at Highspire, Pennsylvania (mailing address: P.O. Box 67676, Harrisburg, Pennsylvania 17106-7676) "**COMMISSION**",

-AND-

Scranton Fire Department, "**CONTRACTOR**" located at 340 N. Washington Avenue, Scranton, PA 18503.

### WITNESSETH:

**WHEREAS**, by Act No. 211 of the General Assembly of the Commonwealth of Pennsylvania, approved May 21, 1937, and its amendments, the **COMMISSION** is authorized and empowered to enter into a contract with **CONTRACTOR**;

**WHEREAS**, the parties shall abide by the conditions and regulations for the conduct of fire and rescue protection services under this Agreement and by the Unified Incident Command System.

**WHEREAS**, the **COMMISSION** desires to provide quality fire protection and rescue services for customers using the Pennsylvania Turnpike System and for **COMMISSION** buildings and other property from Milepost A124.3 to Milepost A120.6 South Bound and from Milepost A124.5 to A130.6 North Bound on I-476.

**NOW, THEREFORE**, in consideration of these mutual covenants, and intending to be legally bound, the **COMMISSION** and **CONTRACTOR** agree as follows:

#### Duration of Agreement and Renewal

The term of this Agreement commences on the date of execution and thereafter will renew from year to year, unless either party gives the other thirty (30) days prior written notice of its intention to terminate the Agreement. If this notice is given, the **CONTRACTOR** shall be paid for the services rendered to the date of termination, subject to all provisions of this Agreement.

#### Compensation

In consideration of the **CONTRACTOR** agreeing to make its equipment and services available for these purposes, the **COMMISSION** agrees to pay the **CONTRACTOR** the sum of **TWO-HUNDRED TWENTY-FIVE DOLLARS (\$225.00)** for each incident that the **CONTRACTOR** responds to on the Pennsylvania Turnpike System. The **COMMISSION** must receive all invoices submitted by the **CONTRACTOR** for reimbursement of services no later than thirty (30) days after the date of the incident. Invoices received more than thirty (30) days after the incident will not be paid.

The **COMMISSION** will compensate **CONTRACTOR** an additional amount of **ONE THOUSAND DOLLARS (\$1,000.00)** per year. The **COMMISSION** reserves the right to discontinue this annual payment. It will be re-evaluated on a year to year basis. This payment will be pro-rated based on this Agreement execution date.

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

In order to obtain reimbursement for damaged or destroyed equipment, the **CONTRACTOR** agrees to comply with the following procedures:

- a. The **COMMISSION** agrees to compensate the **CONTRACTOR** for equipment (including tools and specialty equipment) damaged or destroyed during the course of an incident response on the Pennsylvania Turnpike System to the extent that the damage is not covered by insurance and does not result from gross negligence or an intentional act.
- b. The **CONTRACTOR** shall submit a letter on the **CONTRACTOR'S** letterhead describing the date, time, location and Turnpike Event Number of the incident in which the equipment was damaged. The letter shall describe the type of equipment and the nature of the damage. The **COMMISSION** will reimburse the **CONTRACTOR** in the amount of the deductible if the insurance covers the damage, or in full, should the claim be denied or is less than the amount of the deductible if a copy of the policy is provided to the **COMMISSION**.
- c. All correspondence and accompanying information for the damaged or destroyed equipment shall be sent to:

**PENNSYLVANIA TURNPIKE COMMISSION**  
**Attn: Traffic Engineering and Operations Department**  
**P.O. Box 67676**  
**Harrisburg, PA 17106-7676**

- d. Upon submission of a claim to **COMMISSION** for damaged or destroyed equipment, the damaged equipment shall immediately become the property of the **COMMISSION**. A representative of the **COMMISSION** may visit the **CONTRACTOR** to inspect the damaged equipment. The final determination for damaged equipment claims will be made by the Traffic Engineering and Operations Department.
- e. All claims for damaged equipment submitted by the **CONTRACTOR** pursuant to this paragraph must be received by the **COMMISSION** no later than thirty (30) days after the date of the incident. Invoices sent more than thirty (30) days after the incident will not be paid.

#### General Requirements

The coverage territory section may be changed by the **COMMISSION** in the form of a letter signed by the Director of Traffic Engineering and Operations. This letter will become a part of this Agreement.

The **CONTRACTOR** agrees that it presently maintains and will continue to maintain, during the life of this Agreement, such equipment and fire-fighting facilities as may be considered reasonably necessary for the fire/rescue protection services to be performed. The **CONTRACTOR** agrees to notify the **COMMISSION'S** Director of Traffic Engineering and Operations of any changes in its equipment or facilities during the life of this Agreement. The **CONTRACTOR** shall respond to all calls with sufficient apparatus, equipment, and personnel and immediately provide assistance as the situation may require.

The first unit on scene will establish Unified Incident Command by immediately contacting the Pennsylvania Turnpike Commission Operations Center and implementing the Incident Command System if not previously implemented. If additional services are required to properly handle any fire/rescue within the jurisdiction of the **CONTRACTOR**, it shall be the right and duty of the Incident Commander to call any other fire company reasonably available to the section of the Pennsylvania Turnpike System identified above or as subsequently modified.

Regulation of traffic and maintenance of proper safety zone in the incident area shall always be under the direction of the Pennsylvania State Police within the Unified Incident Command System. Upon arrival at the scene, fire police should immediately report to the unified command staff before taking any action.

The fighting of all fires upon the Pennsylvania Turnpike System shall be under the direction and supervision of the officer in charge of the responding fire company. In the event that more than one **CONTRACTOR** responds to an incident, the company first on scene shall assume the responsibility of the fire/rescue services at the scene.

The **CONTRACTOR**, or any other companies called pursuant to the provisions of this Agreement, shall enter the Turnpike at the nearest interchange or available gate. Admission shall be granted to the fire/rescue equipment of the **CONTRACTOR**, or other companies, as well as the vehicles of the Chief and Assistant Chief.

#### Indemnification

The **CONTRACTOR** shall be responsible for, and shall indemnify, defend, and hold harmless the **COMMISSION** and its Commissioners, officers, employees, and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees, for bodily injury (including death) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of **CONTRACTOR**, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the **COMMISSION's** premises, and for breach of this Agreement regarding the use or disclosure of proprietary and confidential information where it is determined that **CONTRACTOR** is responsible for any use of such information not permitted by this Agreement. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by **CONTRACTOR** or its subcontractors under any employee benefit act including but not limited to workers' compensation acts, disability benefits acts, or other employee benefit act.

### Data/Information Security Breach Notification

“Breach” shall mean any successful unauthorized acquisition, access, use, or disclosure of **COMMISSION** data that compromises the security or privacy of such data.

“Commission Data” means **COMMISSION** provided information and **COMMISSION** related information acquired as a result of the services provided to **COMMISSION** under this Agreement.

**CONTRACTOR** shall report to the **COMMISSION** any Breach affecting **COMMISSION** Data. The notice to be provided to the **COMMISSION** by **CONTRACTOR** shall be provided without unreasonable delay and no later than within 72 hours of **CONTRACTOR**’s discovery of any Breach. A Breach shall be deemed to be discovered on the first day on which the **CONTRACTOR** knows or reasonably should have known of the Breach. The notice to be provided to the **COMMISSION** by **CONTRACTOR** shall be made in writing to the **COMMISSION**’s Information Security Officer and shall include the following content: (1) the nature of the Breach; (2) the specific Commission Data affected by the Breach; (3) the steps the **CONTRACTOR** is taking to remediate the Breach; and (4) steps the **CONTRACTOR** is taking to mitigate future Breaches. Following notification of the Breach, **CONTRACTOR** shall cooperate with the **COMMISSION**’s investigation of the Breach and provide any other information regarding the Breach or the Commission Data affected which the **COMMISSION** may reasonably request. Should notice to individuals whose information was part of Commission Data be required under any applicable data privacy law, including, but not limited to, individual state data breach notice laws or federal laws such as HIPAA and Graham Leach Bliley Act, **CONTRACTOR** shall provide the **COMMISSION** with copies of any template notification letters and draft regulatory correspondence for **COMMISSION**’s prior approval. **CONTRACTOR** shall provide any notifications required under the applicable data privacy laws on behalf of the **COMMISSION** at the request of **COMMISSION**. The **COMMISSION** reserves the right to handle any notifications required and shall notify **CONTRACTOR** if the **COMMISSION** will be handling the required notifications. Upon request, **CONTRACTOR** shall provide the **COMMISSION** with its cyber-security policies and procedures. **CONTRACTOR** agrees to reimburse the **COMMISSION** for any and all reasonable costs associated with the **COMMISSION**’s response to **CONTRACTOR**’s Breach, including any fees associated with the **COMMISSION**’s investigation of **CONTRACTOR**’s Breach, notification costs, and any reasonable offer of credit or identity monitoring product.

### Contractor Integrity Provisions

The Contractor Integrity Provisions are attached as **Exhibit A** and made a part of this Agreement.

### Confidentiality Provisions

1. As a consequence of the performance of its duties with the **COMMISSION**, **CONTRACTOR** may learn, be given, or become aware of certain information, including, but not limited to, matters pertaining to internal communications, information, proprietary information, individually identifiable health information, trade practices, business operations, or other sensitive information collectively known as Confidential Information. Regardless of how transmitted or received by **CONTRACTOR**, whether by receipt, sending, or merely becoming available to **CONTRACTOR** through its relationship to the **COMMISSION**, **CONTRACTOR** agrees to maintain and treat as proprietary and confidential to the **COMMISSION** all such Commission

Confidential Information, and shall not discuss, reveal, or use for any purpose outside the performance of its contract with the **COMMISSION** such Commission Confidential Information. Confidential Information shall not include any information that (i) is or becomes available to the public other than as a consequence of a breach by any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization (each a "Person") of any fiduciary duty or obligation of confidentiality, including, without limitation, catalogues, publications, product descriptions and sales literature that the **COMMISSION** has distributed to the public generally; or (ii) information which at the time of disclosure to the **CONTRACTOR** is in the public domain; or (iii) is disclosed as required by a final, unappealable court order and no suitable protective order, or equivalent remedy, is available, or (iv) the **CONTRACTOR** was aware of prior to its disclosure to the **CONTRACTOR** by the **COMMISSION** from a source not bound by a confidential obligation and the **CONTRACTOR** provides the **COMMISSION** written notice of such fact prior to the execution of this Agreement or promptly upon the **CONTRACTOR**'s learning that the information was Confidential Information; or (v) information which the **CONTRACTOR** can demonstrate with competent written evidence was independently developed by or for the **CONTRACTOR** without use of or reliance on the Confidential Information.

2. With respect to its employees, **CONTRACTOR** agrees to:

- a) require all of its employees to maintain such confidentiality;
- b) take appropriate action against its employees, officers, and subcontractors for any and all violations of this Agreement.

3. With respect to any subcontractors that **CONTRACTOR** wishes to employ to perform any of its obligations under any agreement with the **COMMISSION**, **CONTRACTOR** agrees to require any such approved subcontractor to execute written confidentiality agreements that require each such **CONTRACTOR** and its employees to comply with all the requirements set forth above.

4. **CONTRACTOR** agrees that any breach of these Confidentiality Provisions may result in civil and/or criminal penalties, for **CONTRACTOR**, its officers and employees, and subcontractors.

5. Notwithstanding any other provision to the contrary, **CONTRACTOR** agrees that these provisions shall survive the termination of this and any and all agreements between the **CONTRACTOR** and the **COMMISSION**.

6. **CONTRACTOR** agrees to treat the information in the same way **CONTRACTOR** treats its own most confidential information and to inform each such person of these provisions.

7. **CONTRACTOR** agrees to immediately notify the **COMMISSION** of any information which comes to its attention which does or might indicate that there has been any loss of confidentiality or information.

8. **CONTRACTOR** shall return to the **COMMISSION** upon demand any and all Confidential Information entrusted to it by the **COMMISSION** pursuant to this Agreement (including any and all copies, abstracts, compilations or analyses thereof and memoranda related thereto or incorporating the Confidential Information) or the **CONTRACTOR** may request permission from the **COMMISSION**, which permission may be granted or denied in the **COMMISSION**'s sole



discretion, to destroy all such Confidential Information and provide a certificate of destruction to the **COMMISSION** signed by the **CONTRACTOR**. The **CONTRACTOR** further agrees that neither itself nor its employees or representatives will copy, in whole or in part, any such Confidential Information without the prior written consent of the **COMMISSION**.

9. **CONTRACTOR** agrees that if they have had or will have an SSAE16 audit that they will comply with and abide by the findings of such audit to protect **COMMISSION** information.

#### Execution in Counterparts

This Agreement may be executed in counterparts, including counterparts transmitted electronically or by facsimile, each of which shall constitute an original of this Agreement.

#### Entire Agreement

This Agreement, together with any writings either attached as exhibits or incorporated by reference, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties.

#### Modification

This Agreement may be modified only by a writing signed by both parties.

**[SIGNATURES ARE SET FORTH ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the Pennsylvania Turnpike Commission and Scranton Fire Department have executed this Agreement by their duly authorized officers and affixed their respective official and corporate seals on the date written above.

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

\_\_\_\_\_  
Ann Louise Edmunds                      Date  
Assistant Secretary-Treasurer

\_\_\_\_\_  
Leslie S. Richards                      Date  
Chair

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Albert C. Peters II                      Date  
General Litigation & Contracts Counsel

\_\_\_\_\_  
Pennsylvania Attorney General                      Date

ATTEST:

SCRANTON FIRE DEPARTMENT

Signature \_\_\_\_\_  
Date

Signature \_\_\_\_\_  
Date

Name Jessica L. Eskra, Esquire

Name Patrick DeSarno

Title City Solicitor

Title Fire Chief

Federal Tax ID No. 24-6000704

## CONTRACTOR INTEGRITY PROVISIONS

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

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

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commission, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commission 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 Commission, and **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor
- d. **"Financial Interest"** means either:
  - i. Ownership of more than a five percent interest in any business; or
  - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. **"Gratuity"** means tendering, giving, or providing anything of 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. See Commission Policy 3.10, Code of Conduct.
- f. **"Non-bid Basis"** means a contract awarded or executed by the Commission with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

- 1. 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 Commission.

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commission and Commission 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.
3. 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 the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; Commission Policy 3.10, Code of Conduct or in violation of any other federal or state law in connection with performance of work under this contract, except as provided in this contract.
4. 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 Commission in writing and the Commission consents to Contractor's financial interest prior to Commission execution of the contract. Contractor shall disclose the financial interest to the Commission 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.
5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:
  - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - c. had any business license or professional license suspended or revoked;
  - d. 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
  - e. 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 Commission 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 Commission 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

Commission 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.

6. 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).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, Commission Policy 3.10, Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commission officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission contracting officer or the Chief Compliance Officer in writing.
8. 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 Commission in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission for the reasonable costs of investigation incurred by the Chief Compliance Officer for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commission 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.
9. Contractor shall cooperate with the Chief Compliance Officer in investigating any alleged Commission 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 the Chief Compliance Officer, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Chief Compliance Officer 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 Commission and any such subcontractor, and no third party beneficiaries shall be created thereby.
10. For violation of any of these Contractor Integrity Provisions, the Commission 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 Commission may have under law, statute, regulation, or otherwise.



DEPARTMENT OF LAW

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

January 4, 2019

RECEIVED

JAN 7 2019

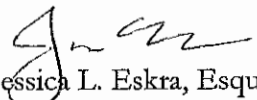
OFFICE OF CITY  
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE FIRE CHIEF OF THE CITY OF SCRANTON FIRE DEPARTMENT TO EXECUTE AND ENTER INTO A FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE PENNSYLVANIA TURNPIKE COMMISSION ("COMMISSION") AND THE SCRANTON FIRE DEPARTMENT ("CONTRACTOR") TO EXECUTE A CONTRACT FOR FIRE AND RESCUE SERVICES.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RESOLUTION NO. \_\_\_\_\_

2019

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON AND LODGE NO. 2 OF THE FRATERNAL ORDER OF POLICE WHEREBY THE POLICE CHIEF, IN HIS DISCRETION, MAY OFFER TERI ASSIGNMENTS TO OFFICERS WHO HAVE BEEN DIAGNOSED OR SUFFER FROM A TERMINAL HEALTH CONDITION.**

**WHEREAS**, E.B. Jermyn Lodge No. 2 of the Fraternal Order of Police ("FOP") and the City of Scranton ("City") are parties to a Collective Bargaining Agreement; and

**WHEREAS**, police officers sometimes encounter terminal health conditions (including, but not limited to, cancer) that impact their ability to perform all the tasks of the job; and

**WHEREAS**, although these police officers are not totally incapacitated, they are nevertheless compelled to exhaust sick leave because of the lack of suitable duties for them to perform; and

**WHEREAS**, this additional stress creates an undue hardship for police officers who are already dealing with significant health issues; and

**WHEREAS**, the FOP and the City mutually agree, and intending to be legally bound by the terms and conditions in the Memorandum of Understanding attached hereto as Exhibit "A" and incorporated herein by reference hereto, effective January 1, 2019.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City officials are authorized to execute and enter into a Memorandum of Understanding by and between the City of Scranton and Lodge No. 2 of the Fraternal Order of Police attached hereto as Exhibit "A" and incorporated herein by reference thereto.

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



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

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

**MEMORANDUM OF UNDERSTANDING BETWEEN E.B. JERMYN LODGE #2,  
THE FRATERNAL ORDER OF POLICE AND THE CITY OF SCRANTON**

**WHEREAS**, E.B. Jermyn Lodge #2 of the Fraternal Order of Police ("FOP") and the City of Scranton ("City") are parties to a collective bargaining agreement; and

**WHEREAS**, police officers sometimes encounter terminal health condition (including, but not limited to, cancer) that impact their ability to perform all the tasks of the job; and

**WHEREAS**, although these police officers are not totally incapacitated, they are nevertheless compelled to exhaust sick leave because of the lack of suitable duties for them to perform; and

**WHEREAS**, this additional stress creates an undue hardship for police officers who are already dealing with significant health issues.

**NOW**, therefore, the FOP and City mutually agree, and intending to be legally bound hereby, upon the following terms and conditions, effective January 1, 2019;

1. The Police Chief, in his discretion, may offer TERI assignments to officers who have been diagnosed or suffered a terminal health condition, as hereinafter defined, which will not be included in the collective bargaining agreement restricted limits. TERI assignments shall for up to one hundred twenty (120) working days and can be extended for an additional sixty (60) working days at the sole discretion of the City
2. The Police Chief will not arbitrarily fail to offer such assignments to police officers so affected.
3. The Police Chief will advise the FOP as to when officers are being placed on such TERI assignments.
4. It is specifically understood that these TERI assignments will not be

offered, or otherwise made available to, police officers who have suffered non-terminal health conditions, including non-terminal injuries.

5. All accrued time, including sick, personal, vacation, and time coming days shall be exhausted prior to the officer being placed on TERI assignment.

6. The term "terminal health condition" shall be defined as follows:

"A generally active and progressive illness for which there is no cure and the prognosis is fatal. Further, an irreversible illness that, without life sustaining procedures, will result in death in the near future or a state of permanent unconsciousness from which the recovery is unlikely. Some of the examples of terminal illnesses include advanced cancer, some types of head injuries and multiple organ failure syndrome."

**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Understanding to be executed by it's proper officers and duly designated representatives.

E.B. JERMYN LODGE #2,  
FRATERNAL ORDER OF POLICE

CITY OF SCRANTON

  
PAUL HELRING, PRESIDENT

12-19-18  
DATE

  
WILLIAM L. COURTRIGHT, MAYOR

12-19-18  
DATE

CITY OF SCRANTON

ATTEST:

BY: \_\_\_\_\_  
Lori Reed, City Clerk

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
William L. Courtright, Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Roseann Novembrino, City Controller

Date: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jessica L. Eskra, Esq., City Solicitor

Date: \_\_\_\_\_



DEPARTMENT OF LAW

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

January 7, 2019

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

RECEIVED

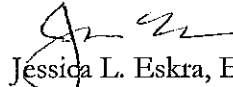
JAN 7 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON AND LODGE NO. 2 OF THE FRATERNAL ORDER OF POLICE WHEREBY THE POLICE CHIEF, IN HIS DISCRETION, MAY OFFER TERI ASSIGNMENTS TO OFFICERS WHO HAVE BEEN DIAGNOSED OR SUFFER FROM A TERMINAL HEALTH CONDITION.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RESOLUTION NO. \_\_\_\_\_

2019

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH COMMONWEALTH ENERGY GROUP, LLC FOR THE CITY OF SCRANTON CONSULTING SERVICES FOR ENERGY SAVING PERFORMANCE FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021.**

**WHEREAS**, a request for Proposal was advertised for the re-bid of the City of Scranton Consulting Services for Energy Saving Performance and three (3) proposals were submitted for review; and

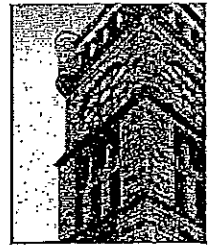
**WHEREAS**, after review of the request for proposals, it was determined that it would be in the best interest of the City to award the Contract to Commonwealth Energy Group, LLC for the reasons provided in the attached Memorandum from the Business Administrator.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Commonwealth Energy Group, LLC to perform the City of Scranton Consulting Services for Energy Savings Performance.

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

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

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



SCRANTON

November 3, 2018

**Memo**

To: William Courtright, Mayor  
Jessica Eskra, Solicitor  
Lori Reed, City Clerk  
Pat Hinton, Department of Licenses and Permits

From: David Bulzoni, Business Administrator

Re: **Energy Savings Consultant Services Recommendation**

All,

The City of Scranton received three proposals for an Energy Savings Project Consultant to oversee the retention process for an ESCO (Energy Services Company). The ESCO will be retained for energy upgrades to police headquarters, the department of public works facility, and the public safety building (former army reserve corps center). The ESCO will likely follow the same protocol as the street lighting project by funding through a lease transaction. The prospective lease component has been included in the 2019 operating budget.

The following firms submitted qualifications proposals:

1. Celtic Energy, Inc.
2. Commonwealth Energy Group
3. The ECG Group

All are qualified firms which have measurable backgrounds in conducting energy services projects. Cost proposals are typically a percentage of total project costs. Each proposal provides a similar methodology in determining their fee. The ECG Group uses a five percent (5%) fee calculation based on total cost criteria; both Celtic Energy and Commonwealth use a three percent (3%) calculation of actual project costs. The calculation would be based on the as-bid cost, with any additions included in the calculation.

Based on the above cost proposals, the Office of the Business Administrator recommends the approval of the proposal submitted by the Commonwealth Energy Group. Commonwealth was part of the team assembled to complete the street lighting retrofit project and performed exceptionally well. The firm is based in Dunmore and brings a local presence with projects of similar scope to the City of Scranton energy savings project.

Department of Business Administration

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



SCRANTON

November 2, 2018

Mr. David Bulzoni  
Business Administrator  
Municipal Building  
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that proposals were opened Friday, November 2, 2018 in Council Chambers for the Re-Bid of the City of Scranton Consulting Services for Energy Savings Performance Contract October 1, 2018-September 31, 2021. Attached are the copies of the proposals submitted by the following companies:

**Celtic Energy, Inc.**  
**The ECG Group**  
**Commonwealth Energy Group, LLC**

After your review of the proposal, please inform the Law Office of your decision so they may call for a contract or reject said bid. Thank you for your cooperation in this matter.

Sincerely,

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

Julie Reed,  
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller  
Mr. David Bulzoni, Business Administrator  
Mrs. Lori Reed, City Clerk  
✓Mrs. Jessica Boyles Eskra, City Solicitor  
File



Department of Business Administration

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



SCRANTON

October 2, 2018

Mr. David Bulzoni  
Business Administrator  
City of Scranton  
Municipal Building  
Scranton Pa, 18503



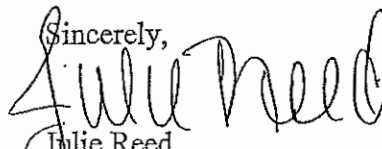
Dear Mr. Bulzoni

This is to inform you that proposals will be opened in City Council Chambers on Friday, November 2, 2018 at 10:00 A.M. for the following:

**CITY OF SCRANTON REBID  
CONSULTING SERVICES FOR ENERGY SAVINGS PERFORMANCE  
CONTRACT OCTOBER 1, 2018-SEPTEMBER 30, 2021**

Attached, please find RFP and Specifications.

Thank you for your cooperation in this matter.

Sincerely,  
  
Julie Reed,  
Purchasing Clerk

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

CITY OF SCRANTON  
RE-BID REQUEST FOR QUALIFICATIONS  
CONSULTING SERVICES FOR ENERGY SAVINGS PERFORMANCE CONTRACT

The City of Scranton invites companies or organizations to submit a qualifications proposal to assist the City of Scranton in developing and managing energy services contracts under the framework of an Energy Performance Contract following the guidelines of the state of Pennsylvania's Guaranteed Energy Savings Act, 62 Pa. C.S. §3751-3758 and applicable Laws.

Sealed qualification proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. Friday, November 2, 2018, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON RE-BID  
CONSULTING SERVICES FOR ENERGY SAVINGS PERFORMANCE CONTRACT  
October 1, 2018 – September 30, 2021

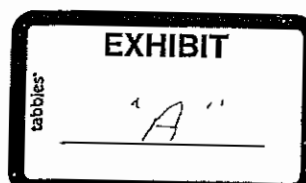
All proposals shall be in accordance with the provisions of the Request for Qualifications (RFQ) which is now available and can be picked up at the Office of the Bureau of Purchasing, 4<sup>th</sup> Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503. Copies may be requested by contacting the City of Scranton Purchasing Clerk at [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov).

The City of Scranton seeks the expertise of a company or organization to develop and manage energy services contracts, inclusive of related capital improvements, under the framework of an Energy Performance Contract, following the guidelines of the state of Pennsylvania's Guaranteed Energy Savings Act, 62 Pa. C.S. §3751-3758 and applicable Laws. The project will include Energy Conservation Measures (ECM) applicable to three (3) City-owned facilities. The facilities include The City of Scranton Police Headquarters, the City of Scranton department of Public Works facility, and recently acquired former CSM Samuel P. Serrenti Memorial U.S. Army Reserve Center. The response to the Request for Qualifications should emphasize the scope of services available to enable the City to determine that its needs will be met in an economical, efficient, and professional manner. Your specific experience should be highlighted in your submission. The contract will be project specific. The contract may be extended for a period of one (1) year if requested by the City of Scranton.

Sealed envelopes containing the proposals will be received and identified by "Proposal – RFQ – City of Scranton Consulting Services for Energy Savings Performance Contract". The envelopes should be hand delivered or mailed to the City of Scranton, Office of the City Controller, 2<sup>nd</sup> floor, 340 North Washington Avenue, Scranton, PA 18503, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal as noted in this Request for Qualifications.

If you have any questions, please contact David Bulzoni, Business Administrator, at 570-348-4214 or [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). Questions must be submitted in written or email form. All questions must be received by 2:00 P.M. on October 30, 2018. Inquires received following this date and time shall not receive responses.

David M. Bulzoni



Business Administrator

## REQUEST FOR QUALIFICATIONS

The City of Scranton is seeking qualification proposals from a company or organization to develop and manage energy services contracts, inclusive of related capital improvements, under the framework of an Energy Performance Contract, following the guidelines of the state of Pennsylvania's Guaranteed Energy Savings Act, 62 Pa. C.S. §3751-3758 and applicable Laws. The assistance will include the development of an Energy Performance Contract, ESCO selection assistance, Investment Grade Audit Review, including baseline calculations, measurement, and verification services. The selected firm must be familiar with Energy Savings Contracts and guidelines of the state of Pennsylvania's Guaranteed Energy Savings Act, 62 Pa. C.S. §3751-3758 and applicable Laws.

The responding firm or individual should demonstrate knowledge and technical capabilities to provide design, oversight, inspection, and monitoring as needed to assure the proper performance of all responsibilities associated with the execution of an Energy Savings Contract for successful completion of projects assigned by the City. The company or organization will have a thorough understanding of laws and regulations affecting the City of Scranton as well as a strong familiarity with City legislation and initiatives.

### I. GENERAL SCOPE OF INFORMATION

#### A. PURPOSE

This Request for Qualifications (RFQ) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton for Energy Savings Performance Contract Consulting Services. The City of Scranton is seeking professional services and advice by an experienced company or organization.

The City of Scranton reserves the right to issue supplemental addenda information regarding this Request for Qualifications at its discretion. In such event, addenda information shall be sent to those individuals or firms that formally sought the Request.

1. Site Visits are recommended for RFQ submissions. Site Visits can be arranged by Contacting: Mr. David Bulzoni, City of Scranton Business Administrator, at email: [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov).

Facility Locations are as follows:

City of Scranton Police Headquarters, 100 South Washington Avenue, Scranton, Pennsylvania, 18503

City of Scranton Department of Public Works Facility, 101 West Poplar Street, Scranton, Pennsylvania, 18509

Former CSM Samuel P. Serrenti Memorial U.S. Army Reserve Center, 1801 Pine Street, Scranton, Pennsylvania, 18510.

The City of Scranton is presently undertaking capital improvements at the former CSM Samuel P. Serrenti U.S. Army Reserve Center not within the scope of the Energy Services Contract. Additional information regarding the scope of the capital improvements may be obtained by the project engineer, Peters and Associates. The Office of the City Business Administrator will obtain from the engineering firm any information that is required by the prospective proposers.

2. The City of Scranton reserves the right to amend this RFQ for any reason.
3. This RFQ does not commit the City of Scranton to award a contract, pay any cost incurred in the preparation of any response to this RFQ, or to procure or contract for services. The City of Scranton intends to award a contract on the basis of the best interest, advantage, and value to the City. The City of Scranton reserves the right to accept or reject any or all responses received as a result of this RFQ; to negotiate with all qualified respondents as the City deems fit; or to cancel this RFQ in part or in its entirety, if it is in the best interest of the City to do so.
4. The City of Scranton intends to select only one (1) Consultant for the development and implementation of work. The City may select the Consultant with sole discretion and with any modifications the City and the Consultant may mutually agree upon. The selection will best meet the City's value based requirements with any costs subject to proposal consideration.
5. No plans or formal engineering specifications shall be issued as part of this RFQ.
6. This Request for Qualifications contains the only instructions governing the responses and material to be included therein; a description of the service to be provided; general evaluation criteria; and other response requirements.
7. No Respondent shall have any legal, equitable, or contractual rights of any kind arising out of its reply to this RFQ; except as and to the extent the City of Scranton, in its sole discretion, shall enter into a contract with the successful Consultant.
8. All questions pertaining to this document are to be provided in writing via email to [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov) . No verbal inquiries will be addressed. Proposal inquiries must be received by 2:00 P.M. September 21, 2018. Inquiries received following that date and time will not be valid.
9. All responses will become property of the City of Scranton and will not be returned. Deadline extensions will not be granted. Late or incomplete responses will not be accepted regardless of the reason and will be returned to respondent unopened. The City of Scranton reserves the right to reject any and all responses. Proposals must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted. All affidavits must be completed and responded to as requested.
10. Responses are to be straightforward, concise presentations without extraneous material. Original responses shall contain a signature of an Owner or Executive of the company.
11. To the extent allowed by law, responses will be held in confidence by the City of Scranton.

12. Because this RFQ is the second publication, The City recommends that the Proposer submit the Qualification Proposal in conjunction with a Project Engineer. The Project Engineer may be a member or component of the submitting firm or firms, or it may be a separate and distinct firm assigned to the project. The Project Engineer will review plans on behalf of the City of Scranton and Energy Consultant, and will assist with oversight of the construction phase of the project. The Project Engineer will not be responsible for creating plans or any other activity for which the Energy Services Company would be responsible.

**B. ISSUING OFFICE**

1. This Request for Qualifications is issued by the City of Scranton Business Administration Office. The issuing department is the sole point of contact for questions pertaining to this Request for Qualifications.

The sealed proposals must be submitted not later than 10:00 a.m. on Friday, November 2, 2018 to:

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

2. Six (6) copies of the Proposal shall be received in a sealed envelope and must be marked prominently on the outside:  
  
"Proposal – RFQ – City of Scranton Re-Bid Consulting Services for Energy Savings Performance Contract".
3. The proposal shall be binding for a period of ninety (90) days from the due date for submission.
4. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.
5. Proposals received after the deadline will not be accepted.
6. Proposals not properly addressed shall not be accepted.
7. The City of Scranton assumes no responsibility for improperly delivered proposals, carrier delays, or interruptions in the delivery service causing the proposal to be submitted following the deadline.
8. Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Business Office at the above address prior to the date and time set for receipt of proposals. The request must be made formally in writing or electronically by email.

**C. RIGHT TO REJECT PROPOSALS**

This request does not commit the City of Scranton to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFQ, or to procure or contract for services. The City of Scranton intends to award a contract on the basis of the best interests and advantage of the City, and reserves the right to reject any or all proposals received as a result of this Request, in part, or in entirety, if deemed in the best interest of the City.

**D. AWARD**

The award will be made, in the sole discretion of the City, to the responsive and responsible proposer whose proposal, conforming to the Request specifications, will be the most cost effective and responsive to the needs of the City.

**E. INSURANCE**

No proposer shall commence work under this contract until all insurance has been obtained as required hereafter and such insurance has been approved by the City. If applicable, the contractor shall not advise any subcontractor to commence any work on the subcontract until all such insurance required by the contractor has been obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of each contractor. The Proposer must have Professional Liability Insurance. The insurer on all such policies must be licensed for business in Pennsylvania. If applicable, the City of Scranton shall be named as the additional insured on all policies covering the project.

If requested, the certificate of general liability insurance will be filed with the City's Office of Business Administration, Purchasing Department. The certificate of insurance shall contain the following endorsement: "It is understood that the insurance company will notify the City of Scranton, Office of Business Administration, Purchasing Department, at least thirty days prior to any changes or cancellation."

**F. PUBLIC OPENING**

Sealed Qualification Proposals will be opened publicly on November 2, 2018 at 10:00 A.M.

**II. GENERAL CONDITIONS**

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

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

C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance,

technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

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

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

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

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

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

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

J. The City of Scranton Business Administrator, or designee, has the sole responsibility to respond to inquiries regarding the Request for Qualifications.

#### K. COMPLIANCE WITH LAWS

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

#### L. CONTRACTOR COMPLIANCE

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

#### M. CONTRACT TERMINATION

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

#### N. CONTROLLING LAW

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

O. PROPOSAL INSURANCE REQUIREMENTS

By submitting a Proposal, the proposer agrees that it now carries or will carry throughout the term of any Contract generated as a result of this Request for Qualifications, at a minimum, the following types and amounts of insurance:

Workers' Compensation	Statutory
Employer's Liability	\$500,000
Professional Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	
Bodily Injury	\$300,000 each person \$500,000 each occurrence
Property Damage	\$500,000 each occurrence

Certificates of Insurance shall be furnished to the City of Scranton upon request.

P. BIDDER'S ETHICS AND COLLUSION

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

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



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

#### Q. INDEMNIFICATION

This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

#### R. OPEN RECORDS LAW/PUBLIC INFORMATION

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

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

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

#### S. TRANSFERS AND ASSIGNMENTS

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

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

### III. PROBLEM STATEMENT

The Request for Qualifications format for professional services enables the City to thoroughly evaluate the conditions for selection such as qualifications or requirements note below.

#### A. REJECTION OF PROPOSALS

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

#### B. INCURRING COSTS

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

#### C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

#### D. REFERENCES

As a requirement for consideration, proposals must include at least two (2) references, including contact information, who can attest to the attributes of the proposer. Consulting experience with municipal energy performance contracts will be given greater consideration in the evaluation of the proposals.

### IV. CRITERIA FOR SELECTION

#### EVALUATION PROTOCOL

All proposals received by the City of Scranton will be reviewed by the Business Administration Office. The Business Administration Office will review the merits of content and select the proposal which most closely meets the requirements of the Request for Qualifications. The proposal recommended for selection by the City Business Administration Office will be deemed to respond most favorably to the requirements of the Request.

1. The City of Scranton has issued a Request for Qualifications [RFQ] for the selection of a qualified Energy Services Consultant hereinafter to analyze designated City facilities, in entirety, and present energy conservation recommendations and develop a Request For Proposals [RFP] to implement an energy efficiency program in accordance with the state of Pennsylvania's Guaranteed Energy Savings Act [GESA], 62 Pa.C.S. §3751-3758 and applicable Laws.
2. The goal of the City of Scranton is to develop a beneficial working relationship with a qualified Consultant. Replies to this RFQ should include the following:
  - A. History of the Consultant's company or organization and sample list of previous municipal clients.
  - B. Include the names of executives and personnel who will be assigned to City of Scranton activities, along with a brief biography of each.
  - C. Sample Energy Services Contract(s). To include: Timeframes; Benchmarks and Payment/Remuneration details.
  - D. Contract elements will include, but not be limited to:
    - 1). Complete cursory review of existing facility conditions; such as; lighting systems; building control systems; major mechanical systems; current energy reduction efforts to determine which facility upgrades may be suitable for potential inclusion in any performance contract.
    - 2). Review available energy records and how they impact building conditions and usage and changes in respect to energy consumption.

3). Preparation and oversee of RFQs and RFPs for energy performance contracts in accordance with all applicable Federal and State Laws. Specifically:

- a. Prepare/Review and distribute, in coordination with the City of Scranton, all related Request for Proposal/Qualifications documents. The Requests will be developed to provide prospective respondents with sufficient information and project scope in order to minimize the time prospective ESCOs will need within facilities during the review and submittal process.
- b. Obtain and provide potential vendors with an applicable Prevailing Wage predetermination.
- c. Provide the City of Scranton with advertisement language for proper public advertising, as required by GESA;
- d. Provide and Request for Proposal bidders list for approval.
- e. Conduct pre-proposal meeting(s) to present facility usage and operating information and to preview City of Scranton needs/improvements so ESCOs can be consistent in their approach to project development.
- f. Contract will address facility access arrangements and security requirements and regulations.
- g. Procedures to review Request for Proposal/Qualifications submissions and qualify the best proposal(s) using an agreed upon rating system.
- h. Agreement to attend periodic project status meetings and provide public information as needed.
- i. With City approval, act as the City's agent to facilitate any and all appropriate upgrades.
- j. Review and confirm subsequent measurement and verification of savings that may be guaranteed by the contracted ESCO. Comments will include the realistic achievement of estimated savings and implementation costs. Measurement and verification protocols will be developed to ensure energy savings are accurate.

## **V. GENERAL SERVICE SCOPE**

### **A. PROPOSAL EVALUATION**

Proposals shall include an opening narrative description of the proposed effort and a list of services delivered by the proposer.

### **B. COST AND PRICE PROPOSAL**

The response shall include the pricing methodology. Expenses for telephone, facsimile and computer charges will not be allowed. The proposer will identify the costs and/or pricing methodology associated with the services provided by the Engineering firm.

If the Proposer anticipates additional services not addressed in the Request for Qualifications which, in its opinion, will be required to complete the Project, such additional services shall be noted, with a

general explanation, a brief justification for the services, and a corresponding proposal and cost for the same.

#### C. RELATIONSHIPS

The proposal must identify any relationships of the firm and its principals and assigned employees with any official of the City of Scranton.

#### D. AFFIDAVITS

The following affidavits are required by the City of Scranton:

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

#### E. CONTRACT

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

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

1. A certificate of insurance of the prospective bidder's insurance coverage. All insurance coverages must be kept in effect during the contract period. The loss of insurance coverages could result in voiding of the contract.
2. A statement of assurance that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations.
3. A statement that the prospective bidder is not involved in any current litigation with the City.

### Additional Provisions

A certificate of insurance evidencing all of the above coverages shall be filed with the City of Scranton prior to the commencement of work. If applicable, it shall be the responsibility of the successful Proposer to ensure that all subcontractors carry insurance of not less than coverage and limits specified herein. Proper evidence of this compliance must be forwarded to the City of Scranton prior to the inception of any work by subcontractor.

Renewal certificates and policies, as required, shall be forwarded to the City of Scranton for as long as professional contractor performs the work as specified in this contract. All certificates and policies shall contain a provision that coverage afforded will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to the City of Scranton.

Proposals must include a statement of assurance that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations, as well as a statement that the prospective bidder is not involved in any current litigation with the City of Scranton.

Proposals must include a copy of any and all contractual language, including any and all governing terms of the agreement.

### Indemnification

The Proposer will be required in the contract to "protect, defend, indemnify and hold harmless the City of Scranton, and the Commonwealth of Pennsylvania, and their respective officers, directors, boards, commissions, commissioners, agents, contractors, employees, and/or their invitees from and against all claims, demands, loss, fines, penalties, and causes of action, damages, or liability (i) for bodily injury, including death, and for damage to property, including the property of any of them, incurred by reason of any willful or negligent act of commission or omission of successful Proposer, its agents or employees, arising out of or taking place in the courts of the performance of this contract; (ii) or results from or arises out of the violation of any third party's trade secrets, trademarks, copyright, patent rights, or other proprietary rights in connection with a breach of any warranty set forth in the contract." The indemnification shall include the fees and expenses of attorneys and experts, etc. The Successful Proposer's indemnification expressly includes any claims for personal injuries or death made by or on behalf of Proposer's employees against the City of Scranton, the Commonwealth of Pennsylvania and each of their respective employees, officers, directors, commissions, commissioners, agents, contractors, employees, and/or invitees.

The City of Scranton does not indemnify.

#### Certificate of Non-Indebtedness

The Proposer will be required to certify and represent that Proposer and Proposer's parent company(ies) and subsidiary(ies) are not indebted (at the time of signing of the contract) to the Commonwealth of Pennsylvania, or the City of Scranton, and will not at any time during the term of the contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City of Scranton at law or in equity, Proposer acknowledges that upon any breach or failure to confirm to such certification the City of Scranton shall have the right to, and may, at the option of the City of Scranton, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City of Scranton's satisfaction within a reasonable time frame as specified by the City of Scranton in writing, this will offset any such indebtedness against said payments and/or terminate this Agreement for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).

#### Non-Discrimination

Proposer shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex, or sexual orientation. In the event of such discrimination, the City of Scranton may, in addition to any other rights or remedies available under the contract, at law or in equity, terminate any contract with Proposer forthwith.

Proposer shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. §200d et seq.), §504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. §794), The Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age, and religion.

Proposer understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in any contract of Proposer with the City of Scranton or from activities or services provided under such contract. As a condition of accepting and executing such contract, Proposer shall comply with all provisions of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Proposer, (b) to the benefits, services, activities, facilities, and programs provided in connection with this Agreement, (c) to the City of Scranton, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities, and programs of the City of Scranton or of the Commonwealth.

Without limiting the generality of the preceding sentence, Proposer shall 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," as they may be amended from time to time, which are applicable to the benefits, services, programs, and activities provided by the City of Scranton through contracts with outsider contractors.

#### Governing Laws

Any contract entered into by the City of Scranton will be executed in and shall be governed by the laws of the Commonwealth of Pennsylvania.

#### Certain Required Disclosures

In accordance with the Commonwealth of Pennsylvania's contract reform legislation, persons and entities who wish to provide goods and services to the City of Scranton must provide certain information about contributions they have made to elected City officials or candidates for City offices. All Proposers must include such completed attachment with their Proposals. Please note that the selected Proposer will be required to update such disclosure during the term of its agreement with the City of Scranton and for one (1) year thereafter.

Attachment A.  
Affirmative Action Certification

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

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



part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Attachment B.  
Certificate of Non-Segregated Facilities

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

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Attachment C.  
Non-Collusion Affidavit of Prime Bidder

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being  
first duly sworn, deposes and says that:

1. He is \_\_\_\_\_  
(Owner, partner, officer, representative or agent)

of \_\_\_\_\_, the Bidder that has  
submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit  
Signature Page

Signed \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

MY COMMISSION EXPIRES \_\_\_\_\_  
\_\_\_\_\_, 20 \_\_\_\_\_

#### Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
  - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.
2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.
3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.
4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City. A gift includes money, services, loans, travel, and entertainment, at value or discounted value.
5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

#### VERIFICATION

I, \_\_\_\_\_, hereby state that I am \_\_\_\_\_  
for \_\_\_\_\_, and am authorized to make this verification.



**COMMONWEALTH**  
ENERGY GROUP, LLC

**Request for Qualifications**

**City of Scranton**

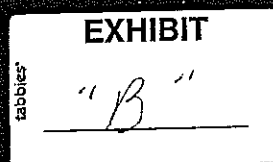
**Consultant and Energy Services**

**Submission Date: November 2, 2018**

**Address:** 1031B Reeves Street Dunmore, PA 17822

**Email:** [info@cwenergygroup.com](mailto:info@cwenergygroup.com)

**Follow us at:**  [www.facebook.com/cwenergy](http://www.facebook.com/cwenergy)



**Phone:** 570-489-5700 **Fax:** 570-489-5001

**Website:** [www.cwenergygroup.com](http://www.cwenergygroup.com)

**Twitter:**  [@cwenergy](https://twitter.com/cwenergy)

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18. Statement of No Litigation. Exhibit J.....End (10)





## CRITERIA FOR SELECTION

### Contract Elements

1. City RFQ Statement – No response required.

2. City Goal

#### A. Company History

Commonwealth Energy Group thanks you for the opportunity to present a response to the City of Scranton's Request for Qualifications for the selection of a qualified Energy Services Consultant (Consultant) to enter into a contract with the City of Scranton (City) for Consulting Services for Energy Savings Performance effective October 1, 2018-September 30, 2021.

Commonwealth Energy Group (CEG) has been in the energy services arena for the past 10 years. CEG is a Dunmore based Energy Service Company that is an industry-leading company specializing in, among other energy efficiency services, asset inventory/energy auditing, LED lighting retrofits, project management, rebate administration and controls system integration. CEG will perform the audit, project management, commissioning and implementation as well as utility rebate administration services if selected.

**Type of Company:** Commonwealth Energy Group, LLC is a Pennsylvania Limited Liability Corporation headquartered in Dunmore, Pennsylvania as well as the Greater Pittsburgh Area, Ohio and neighboring states.

**Year Established:** CEG was established in November 2008 and has operated under this name since. Federal ID # 26-3951306

#### **Client List (partial)**

*Wilkes-Barre Scranton International Airport:* Retrofit project

*Wilkes-Barre Scranton International Airport:* Phase Two ESCO Consulting

*Scranton School District:* ESCO Consultant for District wide project, Employed Peters and Associates

*Riverside School District:* ESCO Consultant for District wide project

*Wyoming Valley West School District:* ESCO Consultant for District wide project

*City of Scranton:* Street Light project

*Borough of Dunmore:* Street Light project

*Olyphant Borough:* Street Light project

*Throop Borough:* Multiple building retrofit, interior and exterior

*Valley View School District:* District wide retrofit project

Athens School District: District wide retrofit project  
Wyoming County: Retrofit project  
Kingston Borough: Retrofit project

**B. Executives and Personnel**

***Louis T. Evans, LEED GA***  
***Chief Executive Officer***

Mr. Evans has been in the electrical field for over 30 years. In 2008 when the economy was suffering Mr. Evans moved into the Energy Efficiency field in order to assist companies in lowering their operating costs by lowering their energy consumption and subsequently their carbon footprint. With the later introduction of utility rebates and Act 179D, in addition to the positives mentioned above, CEG under Evans' direction was able to deliver substantial monetary savings to its' customers by completing this paperwork for them. Mr. Evans continually expands his reach in the energy services arena with new relationships and the introduction of on-bill financing for energy services projects.

***Michael Shea***  
***Senior Project Manager***

Mr. Shea has been with CEG since its' inception he has over 20 years in the electrical field and an astute understanding of utilizing lighting projects in the reduction of energy. Mr. Shea is the project auditor and designer for CEG as well as serving as an educator to clients. He is also responsible for the technical management of each project.

**James Wildenstein**

Mr. Wildenstein is a graduate of The Pennsylvania State University with an Associate Degree in Electrical and Electronic Technology. He is retired Air Force and served in Vietnam. Jim worked in the private sector for a defense contractor as Facilities Manager for more than 30 years and was also employed by a local utility company with the responsibility of reconciling rebate applications prior to joining the staff of CEG.

- C. Sample Energy Services Contract** – Attached. Timeframes, Benchmarks and Payment/Remuneration details to be dictated by the City. CEG general fee 3% of the total project cost.

**D. Contract Elements**

- 1. Cursory View** – If selected CEG will perform a walk-through of the City properties and evaluate the lighting systems, building control systems and major mechanical systems to determine where the maximum energy savings can be harvested. If chosen, CEG will marry the items detailed (wants) during the walk-through with the results of the

investment grade audit of the existing facilities (needs). It is our proposal that an “ala carte” menu will be produced for the review of the City and CEG will aide in providing the best marriage of wants and needs weighted by energy savings.

2. **Review of Energy Records** – To be completed during the Investment Grade Audit upon selection/contract with the cooperation of the City in providing the necessary documentation.
3. **Preparation and Oversight of RFQs and RFPs** – CEG will manage upon selection/contract.
  - a. Will do with contract
  - b. Will do with contract
  - c. Will do with contract
  - d. Will do with contract
  - e. Will do with contract
  - f. Will with contract
  - g. Will do with contract
  - h. Will provide with contract
  - i. Will do with contract
  - j. Will do with contract

### **General Service Scope**

#### **A. Proposal Evaluation and Cost and Price Proposal**

If chosen, Commonwealth Energy Group will enlist the efforts of a minimum of three (3) bidders either in the individual area of their specialty or if possible the full scope of areas of energy efficiency the City would like reviewed. RFQs will be required beginning with mandatory walk-throughs of the buildings being considered for energy efficiency work with a full detailing of proposed work, proposed energy savings, pricing methodology and expenses included in the proposal.

#### **B. Energy Conservation Measures**

**Program Financing:** Commonwealth Energy Group has the unique opportunity to provide demand-side management solutions thereby enabling us to fund energy conservation projects with no up-front capital. CEG along with an industry partner employs an “on-bill” financing option where Customers realize a reduction in energy consumption immediately upon installation of energy efficient measures and this reduction in energy and the savings derived from it are used to cover the cost of the efficiency project.

Commonwealth Energy Group has an on-staff analyst who will research and secure relevant energy rebates that may be available to the City of Scranton. All rebate paperwork is done in

CEG's offices with the necessary cooperation from the City of Scranton providing relevant bills and necessary documentation and signatures for applications.

Commonwealth Energy Group is skilled in providing turn-key Energy Savings Projects for various Municipalities and School Districts. CEG has also worked successfully with Peters and Associates on Energy Savings Projects. Commonwealth Energy specializes in value engineering projects for its' clients and designs in house, about 90% of the projects we work on.

### **C. Relationships**

Lou Evans, CEO has donated to the Mayor in the past.

Commonwealth Energy Group was responsible for the Project Management of the City of Scranton Street Light Project. The pole light painting and day to day management and staffing of the installation of the more than 6,100 new street lights installed in the City in 2017.

### **D. Affidavits**

- Affirmative Action Certificate – Attached
- Certificate of Non-Segregated Facilities – Attached
- Non-Collusion Affidavit – Attached
- Disclosure Form Affidavit -- Attached

### **E. Contract**

If selected will execute the City of Scranton's standard professional services contract.

1. Certificate of Insurance – Attached
2. Statement of Assurance – Attached
3. Statement of No Current Litigation -- Attached

This proposal respectfully submitted by,



Louis T. Evans  
Chief Executive Officer  
Commonwealth Energy Group, LLC



**CITY OF SCRANTON  
RE-BID REQUEST FOR QUALIFICATIONS  
CONSULTING SERVICES FOR ENERGY SAVINGS PERFORMANCE CONTRACT**

The City of Scranton invites companies or organizations to submit a qualifications proposal to assist the City of Scranton in developing and managing energy services contracts under the framework of an Energy Performance Contract following the guidelines of the state of Pennsylvania's Guaranteed Energy Savings Act, 62 Pa. C.S. §3751-3758 and applicable Laws.

Sealed qualification proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. **September 24, 2018**, at which time such proposals will be opened in the City Council Chambers for the following:

**CITY OF SCRANTON  
CONSULTING SERVICES FOR ENERGY SAVINGS PERFORMANCE CONTRACT  
October 1, 2018 – September 30, 2021**

All proposals shall be in accordance with the provisions of the Request for Qualifications (RFQ) which is now available and can be picked up at the **Office of the Bureau of Purchasing, 4<sup>th</sup> Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503**. Copies may be requested by contacting the City of Scranton Purchasing Clerk at [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov).

The City of Scranton seeks the expertise of a company or organization to develop and manage energy services contracts, inclusive of related capital improvements, under the framework of an Energy Performance Contract, following the guidelines of the state of Pennsylvania's Guaranteed Energy Savings Act, 62 Pa. C.S. §3751-3758 and applicable Laws. The project will include Energy Conservation Measures (ECM) applicable to three (3) City-owned facilities. The facilities include The City of Scranton Police Headquarters, the City of Scranton department of Public Works facility, and recently acquired former CSM Samuel P. Serrenti Memorial U.S. Army Reserve Center. The response to the Request for Qualifications should emphasize the scope of services available to enable the City to determine that its needs will be met in an economical, efficient, and professional manner. Your specific experience should be highlighted in your submission. The contract will be project specific. The contract may be extended for a period of one (1) year if requested by the City of Scranton.

Sealed envelopes containing the proposals will be received and identified by "Proposal – RFQ – City of Scranton Consulting Services for Energy Savings Performance Contract". The envelopes should be hand delivered or mailed to the City of Scranton, Office of the City Controller, 2<sup>nd</sup> floor, 340 North Washington Avenue, Scranton, PA 18503, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal as noted in this Request for Qualifications.

If you have any questions, please contact David Bulzoni, Business Administrator, at 570-348-4214 or [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). Questions must be submitted in written or email form. All questions must be received by 2:00 P.M. on September 21, 2018. Inquires received following this date and time shall not receive responses.

David M. Bulzoni

Business Administrator

## REQUEST FOR QUALIFICATIONS

The City of Scranton is seeking qualification proposals from a company or organization to develop and manage energy services contracts, inclusive of related capital improvements, under the framework of an Energy Performance Contract, following the guidelines of the state of Pennsylvania's Guaranteed Energy Savings Act, 62 Pa. C.S. §3751-3758 and applicable Laws. The assistance will include the development of an Energy Performance Contract, ESCO selection assistance, Investment Grade Audit Review, including baseline calculations, measurement, and verification services. The selected firm must be familiar with Energy Savings Contracts and guidelines of the state of Pennsylvania's Guaranteed Energy Savings Act, 62 Pa. C.S. §3751-3758 and applicable Laws.

The responding firm or individual should demonstrate knowledge and technical capabilities to provide design, oversight, inspection, and monitoring as needed to assure the proper performance of all responsibilities associated with the execution of an Energy Savings Contract for successful completion of projects assigned by the City. The company or organization will have a thorough understanding of laws and regulations affecting the City of Scranton as well as a strong familiarity with City legislation and initiatives.

### I. GENERAL SCOPE OF INFORMATION

#### A. PURPOSE

This Request for Qualifications (RFQ) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton for Energy Savings Performance Contract Consulting Services. The City of Scranton is seeking professional services and advice by an experienced company or organization.

The City of Scranton reserves the right to issue supplemental addenda information regarding this Request for Qualifications at its discretion. In such event, addenda information shall be sent to those individuals or firms that formally sought the Request.

1. Site Visits are recommended for RFQ submissions. Site Visits can be arranged by Contacting: Mr. David Bulzoni, City of Scranton Business Administrator, at [email: dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov).

Facility Locations are as follows:

City of Scranton Police Headquarters, 100 South Washington Avenue, Scranton, Pennsylvania, 18503

City of Scranton Department of Public Works Facility, 101 West Poplar Street, Scranton, Pennsylvania, 18509

Former CSM Samuel P. Serrenti Memorial U.S. Army Reserve Center, 1801 Pine Street, Scranton, Pennsylvania, 18510.



The City of Scranton is presently undertaking capital improvements at the former CSM Samuel P. Serrenti U.S. Army Reserve Center not within the scope of the Energy Services Contract. Additional information regarding the scope of the capital improvements may be obtained by the project engineer, Peters and Associates. The Office of the City Business Administrator will obtain from the engineering firm any information that is required by the prospective proposers.

2. The City of Scranton reserves the right to amend this RFQ for any reason.
3. This RFQ does not commit the City of Scranton to award a contract, pay any cost incurred in the preparation of any response to this RFQ, or to procure or contract for services. The City of Scranton intends to award a contract on the basis of the best interest, advantage, and value to the City. The City of Scranton reserves the right to accept or reject any or all responses received as a result of this RFQ; to negotiate with all qualified respondents as the City deems fit; or to cancel this RFQ in part or in its entirety, if it is in the best interest of the City to do so.
4. The City of Scranton intends to select only one (1) Consultant for the development and implementation of work. The City may select the Consultant with sole discretion and with any modifications the City and the Consultant may mutually agree upon. The selection will best meet the City's value based requirements with any costs subject to proposal consideration.
5. No plans or formal engineering specifications shall be issued as part of this RFQ.
6. This Request for Qualifications contains the only instructions governing the responses and material to be included therein; a description of the service to be provided; general evaluation criteria; and other response requirements.
7. No Respondent shall have any legal, equitable, or contractual rights of any kind arising out of its reply to this RFQ; except as and to the extent the City of Scranton, in its sole discretion, shall enter into a contract with the successful Consultant.
8. All questions pertaining to this document are to be provided in writing via email to [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov) . No verbal inquiries will be addressed. Proposal inquiries must be received by 2:00 P.M. September 21, 2018. Inquiries received following that date and time will not be valid.
9. All responses will become property of the City of Scranton and will not be returned. Deadline extensions will not be granted. Late or incomplete responses will not be accepted regardless of the reason and will be returned to respondent unopened. The City of Scranton reserves the right to reject any and all responses. Proposals must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted. All affidavits must be completed and responded to as requested.
10. Responses are to be straightforward, concise presentations without extraneous material. Original responses shall contain a signature of an Owner or Executive of the company.
11. To the extent allowed by law, responses will be held in confidence by the City of Scranton.

12. Because this RFQ is the second publication, The City recommends that the Proposer submit the Qualification Proposal in conjunction with a Project Engineer. The Project Engineer may be a member or component of the submitting firm or firms, or it may be a separate and distinct firm assigned to the project. The Project Engineer will review plans on behalf of the City of Scranton and Energy Consultant, and will assist with oversight of the construction phase of the project. The Project Engineer will not be responsible for creating plans or any other activity for which the Energy Services Company would be responsible.

#### B. ISSUING OFFICE

1. This Request for Qualifications is issued by the City of Scranton Business Administration Office. The issuing department is the sole point of contact for questions pertaining to this Request for Qualifications.

The sealed proposals must be submitted not later than **10:00 a.m. on Monday, September 24, 2018 to:**

**City of Scranton  
Office of the City Controller  
2<sup>nd</sup> Floor  
340 North Washington Avenue  
Scranton, PA 18503**

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

**"Proposal – RFQ – City of Scranton Consulting Services for Energy Savings Performance Contract".**

3. The proposal shall be binding for a period of ninety (90) days from the due date for submission.
4. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.
5. Proposals received after the deadline will not be accepted.
6. Proposals not properly addressed shall not be accepted.
7. The City of Scranton assumes no responsibility for improperly delivered proposals, carrier delays, or interruptions in the delivery service causing the proposal to be submitted following the deadline.
8. Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Business Office at the above address prior to the date and time set for receipt of proposals. The request must be made formally in writing or electronically by email.

#### C. RIGHT TO REJECT PROPOSALS

This request does not commit the City of Scranton to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFQ, or to procure or contract for services. The City of Scranton intends to award a contract on the basis of the best interests and advantage of the City, and reserves the right to reject any or all proposals received as a result of this Request, in part, or in entirety, if deemed in the best interest of the City.

#### D. AWARD

The award will be made, in the sole discretion of the City, to the responsive and responsible proposer whose proposal, conforming to the Request specifications, will be the most cost effective and responsive to the needs of the City.

#### E. INSURANCE

No proposer shall commence work under this contract until all insurance has been obtained as required hereafter and such insurance has been approved by the City. If applicable, the contractor shall not advise any subcontractor to commence any work on the subcontract until all such insurance required by the contractor has been obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of each contractor.

The Proposer must have Professional Liability Insurance. The insurer on all such policies must be licensed for business in Pennsylvania. If applicable, the City of Scranton shall be named as the additional insured on all policies covering the project.

If requested, the certificate of general liability insurance will be filed with the City's Office of Business Administration, Purchasing Department. The certificate of insurance shall contain the following endorsement:

"It is understood that the insurance company will notify the City of Scranton, Office of Business Administration, Purchasing Department, at least thirty days prior to any changes or cancellation."

#### F. PUBLIC OPENING

**Sealed Qualification Proposals will be opened publicly on September 24, 2018 at 10:00 A.M.**

## II. GENERAL CONDITIONS

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

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

C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals,

or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

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

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

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

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

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

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

J. The City of Scranton Business Administrator, or designee, has the sole responsibility to respond to inquiries regarding the Request for Qualifications.

#### K. COMPLIANCE WITH LAWS

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

#### L. CONTRACTOR COMPLIANCE

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

#### M. CONTRACT TERMINATION

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

**N. CONTROLLING LAW**

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

**O. PROPOSAL INSURANCE REQUIREMENTS**

By submitting a Proposal, the proposer agrees that it now carries or will carry throughout the term of any Contract generated as a result of this Request for Qualifications, at a minimum, the following types and amounts of insurance:

Workers' Compensation	Statutory
Employer's Liability	\$500,000
Professional Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	
Bodily Injury	\$300,000 each person \$500,000 each occurrence
Property Damage	\$500,000 each occurrence

Certificates of Insurance shall be furnished to the City of Scranton upon request.

**P. BIDDER'S ETHICS AND COLLUSION**

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

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

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

**Q. INDEMNIFICATION**

This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

**R. OPEN RECORDS LAW/PUBLIC INFORMATION**

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

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

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

**S. TRANSFERS AND ASSIGNMENTS**

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

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

**III. PROBLEM STATEMENT**

The Request for Qualifications format for professional services enables the City to thoroughly evaluate the conditions for selection such as qualifications or requirements note below.

**A. REJECTION OF PROPOSALS**

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

**B. INCURRING COSTS**

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

**C. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will not be held.

#### D. REFERENCES

As a requirement for consideration, proposals must include at least two (2) references, including contact information, who can attest to the attributes of the proposer. Consulting experience with municipal energy performance contracts will be given greater consideration in the evaluation of the proposals.

### IV. CRITERIA FOR SELECTION

#### EVALUATION PROTOCOL

All proposals received by the City of Scranton will be reviewed by the Business Administration Office. The Business Administration Office will review the merits of content and select the proposal which most closely meets the requirements of the Request for Qualifications. The proposal recommended for selection by the City Business Administration Office will be deemed to respond most favorably to the requirements of the Request.

1. The City of Scranton has issued a Request for Qualifications [RFQ] for the selection of a qualified Energy Services Consultant hereinafter to analyze designated City facilities, in entirety, and present energy conservation recommendations and develop a Request For Proposals [RFP] to implement an energy efficiency program in accordance with the state of Pennsylvania's Guaranteed Energy Savings Act [GESA], 62 Pa.C.S. §3751-3758 and applicable Laws.
2. The goal of the City of Scranton is to develop a beneficial working relationship with a qualified Consultant. Replies to this RFQ should include the following:
  - A. History of the Consultant's company or organization and sample list of previous municipal clients.
  - B. Include the names of executives and personnel who will be assigned to City of Scranton activities, along with a brief biography of each.
  - C. Sample Energy Services Contract(s). To include: Timeframes; Benchmarks and Payment/Remuneration details.
  - D. Contract elements will include, but not be limited to:
    - 1). Complete cursory review of existing facility conditions; such as; lighting systems; building control systems; major mechanical systems; current energy reduction efforts to determine which facility upgrades may be suitable for potential inclusion in any performance contract.
    - 2). Review available energy records and how they impact building conditions and usage and changes in respect to energy consumption.

- 3). Preparation and oversee of RFQs and RFPs for energy performance contracts in accordance with all applicable Federal and State Laws. Specifically:
- a. Prepare/Review and distribute, in coordination with the City of Scranton, all related Request for Proposal/Qualifications documents. The Requests will be developed to provide prospective respondents with sufficient information and project scope in order to minimize the time prospective ESCOs will need within facilities during the review and submittal process.
  - b. Obtain and provide potential vendors with an applicable Prevailing Wage predetermination.
  - c. Provide the City of Scranton with advertisement language for proper public advertising, as required by GESA;
  - d. Provide and Request for Proposal bidders list for approval.
  - e. Conduct pre-proposal meeting(s) to present facility usage and operating information and to preview City of Scranton needs/improvements so ESCOs can be consistent in their approach to project development.
  - f. Contract will address facility access arrangements and security requirements and regulations.
  - g. Procedures to review Request for Proposal/Qualifications submissions and qualify the best proposal(s) using an agreed upon rating system.
  - h. Agreement to attend periodic project status meetings and provide public information as needed.
  - i. With City approval, act as the City's agent to facilitate any and all appropriate upgrades.
  - j. Review and confirm subsequent measurement and verification of savings that may be guaranteed by the contracted ESCO. Comments will include the realistic achievement of estimated savings and implementation costs. Measurement and verification protocols will be developed to ensure energy savings are accurate.

## **V. GENERAL SERVICE SCOPE**

### **A. PROPOSAL EVALUATION**

Proposals shall include an opening narrative description of the proposed effort and a list of services delivered by the proposer.

### **B. COST AND PRICE PROPOSAL**

The response shall include the pricing methodology. Expenses for telephone, facsimile and computer charges will not be allowed. The proposer will identify the costs and/or pricing methodology associated with the services provided by the Engineering firm.

If the Proposer anticipates additional services not addressed in the Request for Qualifications which, in its opinion, will be required to complete the Project, such additional services shall be noted, with a



general explanation, a brief justification for the services, and a corresponding proposal and cost for the same.

**C. RELATIONSHIPS**

The proposal must identify any relationships of the firm and its principals and assigned employees with any official of the City of Scranton.

**D. AFFIDAVITS**

The following affidavits are required by the City of Scranton:

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

**E. CONTRACT**

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

**All Proposals submitted to the City of Scranton shall include the following:**

1. A certificate of insurance of the prospective bidder's insurance coverage. All insurance coverages must be kept in effect during the contract period. The loss of insurance coverages could result in voiding of the contract.
2. A statement of assurance that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations.
3. A statement that the prospective bidder is not involved in any current litigation with the City.

### **Additional Provisions**

A certificate of insurance evidencing all of the above coverages shall be filed with the City of Scranton prior to the commencement of work. If applicable, it shall be the responsibility of the successful Proposer to ensure that all subcontractors carry insurance of not less than coverage and limits specified herein. Proper evidence of this compliance must be forwarded to the City of Scranton prior to the inception of any work by subcontractor.

Renewal certificates and policies, as required, shall be forwarded to the City of Scranton for as long as professional contractor performs the work as specified in this contract. All certificates and policies shall contain a provision that coverage afforded will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to the City of Scranton.

Proposals must include a statement of assurance that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations, as well as a statement that the prospective bidder is not involved in any current litigation with the City of Scranton.

Proposals must include a copy of any and all contractual language, including any and all governing terms of the agreement.

### **Indemnification**

The Proposer will be required in the contract to "protect, defend, indemnify and hold harmless the City of Scranton, and the Commonwealth of Pennsylvania, and their respective officers, directors, boards, commissions, commissioners, agents, contractors, employees, and/or their invitees from and against all claims, demands, loss, fines, penalties, and causes of action, damages, or liability (i) for bodily injury, including death, and for damage to property, including the property of any of them, incurred by reason of any willful or negligent act of commission or omission of successful Proposer, its agents or employees, arising out of or taking place in the courts of the performance of this contract; (ii) or results from or arises out of the violation of any third party's trade secrets, trademarks, copyright, patent rights, or other proprietary rights in connection with a breach of any warranty set forth in the contract." The indemnification shall include the fees and expenses of attorneys and experts, etc. The Successful Proposer's indemnification expressly includes any claims for personal injuries or death made by or on behalf of Proposer's employees against the City of Scranton, the Commonwealth of Pennsylvania and each of their respective employees, officers, directors, commissions, commissioners, agents, contractors, employees, and/or invitees.

The City of Scranton does not indemnify.

### **Certificate of Non-Indebtedness**

The Proposer will be required to certify and represent that Proposer and Proposer's parent company(ies) and subsidiary(ies) are not indebted (at the time of signing of the contract) to the Commonwealth of Pennsylvania, or the City of Scranton, and will not at any time during the term of the contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City of Scranton at law or in equity, Proposer acknowledges that upon any breach or failure to confirm to such certification the City of Scranton shall have the right to, and may, at the option of the City of Scranton, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City of Scranton's satisfaction within a reasonable time frame as specified by the City of Scranton in writing, this will offset any such indebtedness against said payments and/or terminate this Agreement for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).

### **Non-Discrimination**

Proposer shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex, or sexual orientation. In the event of such discrimination, the City of Scranton may, in addition to any other rights or remedies available under the contract, at law or in equity, terminate any contract with Proposer forthwith.

Proposer shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. §200d et seq.), §504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. §794), The Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age, and religion.

Proposer understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in any contract of Proposer with the City of Scranton or from activities or services provided under such contract. As a condition of accepting and executing such contract, Proposer shall comply with all provisions of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Proposer, (b) to the benefits, services, activities, facilities, and programs provided in connection with this Agreement, (c) to the City of Scranton, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities, and programs of the City of Scranton or of the Commonwealth.

Without limiting the generality of the preceding sentence, Proposer shall 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," as they may be amended from time to time, which are applicable to the benefits, services, programs, and activities provided by the City of Scranton through contracts with outsider contractors.

### Governing Laws

Any contract entered into by the City of Scranton will be executed in and shall be governed by the laws of the Commonwealth of Pennsylvania.

### Certain Required Disclosures

In accordance with the Commonwealth of Pennsylvania's contract reform legislation, persons and entities who wish to provide goods and services to the City of Scranton must provide certain information about contributions they have made to elected City officials or candidates for City offices. All Proposers must include such completed attachment with their Proposals. Please note that the selected Proposer will be required to update such disclosure during the term of its agreement with the City of Scranton and for one (1) year thereafter.

**Attachment A.**  
**Affirmative Action Certification**

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

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

part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**Attachment B.**  
**Certificate of Non-Segregated Facilities**

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

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**Attachment C.  
Non-Collusion Affidavit of Prime Bidder**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being  
first duly sworn, deposes and says that:

1. He is \_\_\_\_\_  
(Owner, partner, officer, representative or agent)  
of \_\_\_\_\_, the Bidder that has  
submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.



Non-Collusion Affidavit  
Signature Page

Signed \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

MY COMMISSION EXPIRES \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_

#### Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
  - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.
2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.
3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.
4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City. A gift includes money, services, loans, travel, and entertainment, at value or discounted value.
5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

#### VERIFICATION

I, \_\_\_\_\_, hereby state that I am \_\_\_\_\_  
for \_\_\_\_\_, and am authorized to make this verification.

**Guaranteed Energy Savings Act Contract  
GESA [PROJECT NUMBER AND NAME] Project**

This Guaranteed Energy Savings Act Contract ("GESA Contract") for a GESA Project is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the [FUNDING AGENCY] ("Funding Agency"), an executive agency of the Commonwealth of Pennsylvania authorized to enter into GESA Contracts pursuant to 62 Pa. C. S. §§3751-3758, and [GESA CONTRACTOR] ("GESA Contractor" or "Contractor"), a company organized under the laws of the State of [STATE], with its principal offices located at [GESA CONTRACTOR ADDRESS].

**ARTICLE 1 - CONTRACT DOCUMENTS**

- 1.1 The Contract Documents shall consist of this GESA Contract, the Request for Quote ("the RFQ"), the Contractor's Quote submitted in response to the RFQ, the Contract Bonds, the Conditions of the Contract (General, Special, Supplementary, and other Conditions), all drawings created by or for the Contractor and/or its Retained Professional, the specifications created by or for the Contractor and/or its Retained Professional, the Scope of Work by ECM (Exhibit 1), all bulletins and addenda issued prior to execution of this Contract, all change orders, the Administrative Procedures for the GESA Contract, the Installment Purchase Agreement and Payment Schedule, and the Investment Grade Audit Contract Documents, and the Investment Grade Audit. These documents form the Contract and are as fully part of the Contract as if attached to this Contract.

**ARTICLE 2 - SCOPE OF WORK**

- 2.1 The Contractor shall perform all the Work required by the Contract Documents as stated in the RFQ for the design and implementation/construction of the [PROJECT NUMBER AND NAME] ("Project").

**ARTICLE 3 - TERM**

- 3.1 The term of this Contract shall commence upon the Effective Date of this Contract and shall run for [LENGTH OF CONSTRUCTION] calendar days. The Effective Date of this Contract shall be the date of the last required Commonwealth signature.
- 3.2 The format and scope of the Work shall be as stated in the RFQ and the Investment Grade Audit.
- 3.3 Time is of the essence and if the Contractor fails to complete the Work within the time specified above, the Contractor shall pay the Funding Agency, as Liquidated Damages and not as a penalty for such failure, the sum of [LIQUIDATED DAMAGES (AMOUNT PER DGS' CALCULATION) WRITTEN & NUMERICAL] (\$0.00) per day for each and every calendar day after the completion date until the Work is completed and accepted. The Funding Agency may extend the completion date of the GESA Contract for causes stated in the General Conditions of the GESA Contract ("General Conditions") that, in fact, delay the completion of the Work. In such case, the Contractor is liable for said Liquidated Damages only after the expiration of the extended period.

**ARTICLE 4 - CONTRACT SUM**

- 4.1 The Funding Agency will authorize a financing provider, procured separately, to pay the Contractor for the performance of the Work subject to additions and deductions by change order, as provided in the

General Conditions, the Contract Sum of [CONTRACT SUM - WRITTEN AND NUMERICAL] (\$). Payment will be made as stated in the General Conditions. Deductions from, or additions to, this sum will be made as stated in the General Conditions. The Funding Agency is not liable for any debt due to the GESA Contract.

#### ARTICLE 5 - PROGRESS PAYMENTS AND RETAINAGE

- 5.1 Based upon Applications for Release of Payment submitted to the Funding Agency by the Contractor, the Funding Agency will authorize the financing provider to release progress payments to the Contractor, in accordance with the provisions of the Prompt Payment Schedules found in the Commonwealth Procurement Code, 62 Pa. C.S. §3931-§3939, and the Administrative Procedures, which are both incorporated by reference and made a part hereof as if those provisions were fully and at length recited, except that, where those provisions refer to the government agency, it is deemed to refer to the Funding Agency. The Funding Agency will retain a portion of the amount due to the Contractor to insure the proper performance of the Contractor in each Application for Release of Payment in accordance with the provisions of Retainage found in the Commonwealth Procurement Code, 62 Pa. C.S. §3921, and the General Conditions, which are both incorporated by reference and made a part hereof as if those provisions were fully and at length recited, except that, where those provisions refer to the government agency, it is deemed to refer to the Funding Agency.

#### ARTICLE 6 - FINAL PAYMENT

- 6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, will be approved by the Funding Agency for release by the financing provider to the Contractor within thirty (30) days after Closeout Inspection of the Work if the Contract has been fully performed and a Final Application for Release of Payment has been submitted, as provided in the General Conditions.

#### ARTICLE 7 - SMALL DIVERSE BUSINESS PARTICIPATION

- 7.1 The Contractor provided its Small Business ("Small Business") and Small Diverse Business (i.e., minority owned small business, woman owned small business, veteran owned small business, service disabled veteran owned small business, LGBT owned small business, or disability owned small business) ("Small Diverse Business") percentages for Small Business & Small Diverse Business Subcontracts, suppliers, and manufacturers for this Project in its Quote. The GESA Contractor's Small Business & Small Diverse Business percentage is included in Exhibit 1.

#### ARTICLE 8 - MISCELLANEOUS PROVISIONS

- 8.1 Terms used in this Contract defined in the General Conditions have the meanings designated in those General Conditions.
- 8.2 In addition to any other guarantees or warranties, the Contractor covenants and agrees after acceptance of the Work performed under this Contract, to remedy without cost to the Funding Agency, any such defect in the Work, provided said defects in the reasonable judgment of the Funding Agency, or its successors having jurisdiction over the premises, are caused by defective or inferior materials, equipment, or workmanship. If the corrective Work is not completed within thirty (30) days after the notification by the Funding Agency to the GESA Contractor, the Funding Agency may do the Work and submit those costs to the Surety Company for reimbursement.

- 8.3 The Contract Bonds given by the Contractor conditioned upon the faithful performance of the Contract and for the payment of labor, material, equipment, and public utility service claims are attached to this Contract and are made a part of it. No third party shall acquire any rights against the Funding Agency under the Contract Documents. The Performance Bond does not cover the Assured Performance Guarantee or guaranteed savings under the Contract Documents. However, failure to meet Assured Performance Guarantee or guaranteed savings may be the result of defective or inferior materials, equipment, or workmanship due to the Contractor's failure of faithful performance. Where and when such cases of defective and/or nonconforming work occurs, such defective and/or nonconforming work is covered by the Performance Bond.
- 8.4 The Contractor agrees to abide by and be bound by the Laws of Pennsylvania, including those relating to and regulating the hours and conditions of employment.
- 8.5 Nothing in this Contract shall be deemed to waive or otherwise affect the sovereign immunity of the Commonwealth and its agencies, officers, and employees, or to subject any Commonwealth party to any liability not expressly authorized by law.
- 8.6 Any person, co-partnership, association, or corporation furnishing labor, material, equipment or renting equipment, or rendering public utility services in connection with the performance of this GESA Contract, has a right of action to recover the cost from the Contractor and the Surety on the Bond given to secure the payment of such labor, material, equipment, or equipment rental and services rendered by public utility as though such person or corporation had been named as Obligor in the Bond. For those who do not have a Contract directly with the Contractor, this right of action may not be exercised unless the Contractor is notified of the claim within ninety (90) days from the last performance of labor or provision of materials. The Contractor shall include in all of its Subcontracts or supply Contracts a provision requiring that its Subcontractors and Suppliers notify, in writing, their Subcontractors and Suppliers of this requirement. It is agreed that no third-party rights arise against the Funding Agency for any reason under this Article, and the Contractor agrees to inform all Subcontractors and Suppliers in writing.
- 8.7 This Contract may be executed in one or counterparts, each of which is an original, and all of which together are a single Contract.

#### ARTICLE 9 - CONTRACT COMPLIANCE REGULATIONS

- 9.1 Refer to the appropriate paragraph of the General Conditions (which are made a part of this Contract by incorporation by reference), which prohibits discrimination in hiring or employment opportunities. Also made a part of this Contract by incorporation by reference are all State and Federal Laws prohibiting discrimination in hiring or employment opportunities. The Contract Documents also list applicable statutory provisions, which are incorporated by reference into this GESA Contract.

#### ARTICLE 10 - ASSURED PERFORMANCE GUARANTEE

- 10.1 The Contractor is required to guarantee energy and cost savings stipulated in this Contract on an annual basis. The savings must be guaranteed to equal or exceed the Project financing payment, plus the service fees during that year for the Contract duration. No credit for savings above the annual guarantee will be credited toward the performance guarantees for future years of this Contract. The

recovery of Contract costs from energy savings over the term of this Contract shall not exceed [PAYBACK PERIOD - WRITTEN & NUMERICAL] ( ) years. Refer to the Assured Performance Guarantee (which is made a part of this Contract by incorporation) for the Contractor's requirements regarding documenting and verifying the annual energy and/or cost savings that are attributed to this Project. (Exhibit 2).

[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

The parties have caused this contract to be executed on the dates written above.

ATTEST:

[CONTRACTOR]

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME] President

\_\_\_\_\_  
Date

COMMONWEALTH OF PENNSYLVANIA  
ACTING THROUGH [FUNDING AGENCY]

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary Date

APPROVED AS FORM AND LEGALITY

I hereby certify that funds in the amount of

Are available under Appropriation Symbol

Comptroller Operations Date

(Comptroller Operations execution may be by electronic  
signature and does not imply verification of funds)

\_\_\_\_\_  
Office of Chief Counsel Date  
Department of General Services

\_\_\_\_\_  
Office of General Counsel Date

\_\_\_\_\_  
Office of Attorney General Date

**CONTRACT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, That we the undersigned

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as Principal and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as the Surety Company, a Corporation organized and existing under the laws of the State of

\_\_\_\_\_ and authorized to transact business in Pennsylvania, as surety, are held and firmly  
bound unto the [FUNDING AGENCY] ("Funding Agency"), as hereinafter set forth, in the full and just several  
sums of:

(A) \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for faithful performance of the GESA Contract as  
designated in Paragraph "A" below; and

(B) \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for payment for labor, material equipment rental and  
public utility services as designated in Paragraph "B" below; and

Sealed with our respective seals and dates this \_\_\_\_\_ day of \_\_\_\_\_

WHEREAS, the above Principal has entered into a GESA Contract with the Department of General  
Services dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for \_\_\_\_\_ upon certain  
terms and conditions (as said GESA Contract more particularly mentioned) and



WHEREAS, It is one of the conditions of the Award pursuant to which said GESA Contract is about to be entered into, that these presents be executed:

NOW, THEREFORE, the joint and several conditions of this obligation are such:

A. That, if the above Principal as GESA Contractor shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract Documents, including the plans and specifications therein referred to and made part thereof, and such alterations as may be made in said plans and specifications as therein provided and which are hereby made part of this Bond the same as though they were fully set forth herein; and shall indemnify and save harmless the Department of General Services and all of their officers, agent and employees from any expense incurred through the failure of said GESA Contractor to complete the Work as specified and for any damages growing out of the manner of performance of said GESA Contract by said GESA Contractor or its Subcontractors, or their agents or servants, including, but not limited to, patent trademark and copyright infringements, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

B. That, if the above Principal shall and will promptly pay or cause to be paid all sums of money which may be due by the Principal or any of its Subcontractors to any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and become component parts of the Work or improvements contemplated, and for rental of equipment used, and services rendered by public utilities in, or in connection with, the prosecution of such Work, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

C. It is further agreed that any alterations which may be made in the terms of the GESA Contract or in the Work to be done or materials to be furnished or labor to be supplied or performed, or equipment to be rented, or public utility services to be rendered, or the giving by the Funding Agency of any extension of time for the performance of the GESA Contract, or the reduction of the retained percentage as permitted by the GESA

Contract, or any other forbearance on the part of either the Funding Agency or the Principal to the other, shall not in any way release the Principal and the surety or sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the surety or sureties of any such alterations, extension or forbearance being hereby waived.

D. The Principal and Surety hereby jointly and severally agree with the Funding Agency herein that every person, co-partnership, association or corporation which, whether as subcontractor or as a person otherwise entitled to the benefits of this bond, has furnished material or supplied or performed labor or rented equipment used in the prosecution of the Work as above provided and any public utility, which has rendered services; in, or in connection with, the prosecution of such Work, and, which has not been paid in full therefore, may sue in assumpsit on this bond in his, their, or its name and prosecute the same to final judgment for such sum or sums as may be justly due him, them, or its, and have execution thereon; provided, however, that the Funding Agency shall not be liable for the payment of any cost or expenses of such suit to a third party under any theory of law or equity.

E. Recovery by any persons, co-partnership, association or corporation hereunder is subject to the provisions of the Pennsylvania Procurement Code, 62 Pa. C.S. §§101-4509, as amended, which Act is incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited, except that, where said Act refers to the Commonwealth of Pennsylvania or a Department thereof, it is deemed to refer to the Funding Agency.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under seal the day and year above written.

Witness:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Principal (Date)  
[CONTRACTOR]

[Corporate Seal]

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact (Date)

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Office of Chief Counsel  
Department of General Services

\_\_\_\_\_  
Office of Attorney General

\_\_\_\_\_  
Office of General Counsel, DGS

**EXHIBIT 1**  
**Scope of Work by ECM**  
**(including**  
**Small Diverse Business Participation**

**Project Scope**

**[LIST PROJECT SCOPE / DESCRIPTION OF ECMS] EXAMPLE:** Listed in the table below are the Base Project Energy Conservation Measures (ECMs) (Lighting, Building Envelope and Water Conservation), as well as the additional "Wish List" ECMs which [FUNDING AGENCY] wanted to include in the project:

**[INSERT TABLES OR CHART SHOWING EACH ECM & DESCRIPTION OF ECM]**

**[Remainder of this page left intentionally blank]**

[INSERT SB/SDB FORM HERE]

**EXHIBIT 2**

**ASSURED PERFORMANCE GUARANTEE  
For  
GESA CONTRACT**

**PART 1**

**1.1. DEFINITIONS**

For purposes of this Agreement, the following terms have the meanings set forth below:

**Annual Project Benefits** are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

**Annual Project Benefits Realized** are the Project Benefits actually realized for any one year of the Guarantee Term.

**Annual Project Benefits Shortfall** is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

**Annual Project Benefits Surplus** is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

**Baseline** is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Energy Conservation Measures.

**Guarantee Term** will commence on the first day of the month following the Final Payment date and will continue through the duration of the M&V Services.

**Installation Period** is the period beginning on the effective date of the GESA Contract and ending on the commencement of the Guarantee Term.

**Measured Project Benefits** are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Part 2 of this Agreement.

**Project Benefits** are the Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

**O&M Benefits** are the operations and maintenance cost avoidance savings as stipulated in Part 2 of this Agreement.

**Rebate Project Benefits** are the energy rebate or incentive non-recurring savings as stipulated in Part 2 of this Agreement.

**Total Project Benefits** are the projected Project Benefits to be achieved during the entire term of this Agreement.

## 1-2. SCOPE

- A. The Funding Agency is contracting for a full range of energy services and energy-related capital improvements at no initial capital cost for the Project. The ECMS may include but are not limited to: the design, acquisition, installation, modification, maintenance and training of funding agency personnel in the operation of existing and new equipment. The ECMS will reduce energy consumption and related costs associated with the heating, ventilation and air conditioning system, lighting systems, control systems, building envelope, the hot water systems, water consumption, sewage costs and other energy using devices. Additionally, savings which will not reduce consumption but are aimed at cost savings, such as fuel switching, demand side management, on-site generation, utility bill auditing, utility rate changes, and distribution upgrades etc. have been considered. ECMS may also include the training of facility staff with respect to routine maintenance and operation of all improvements. ECMS must result in a guaranteed minimum energy savings with payments linked to actual documented energy and cost reductions.
- B. Any stipulated energy and/or operational cost savings that are attributed to this project have been rigorously reviewed and the GESA Contractor is required by this contract to thoroughly document and verify the savings, which have been approved by DGS and the Funding Agency. The Annual Project Benefits Realized by the ECMS in any year must be guaranteed to equal or exceed the Annual Project Benefits during that year for the duration of the contract. The GESA Contractor is required to guarantee energy and cost savings on an annual basis. No credit for the achievement of savings above and beyond the annual guarantee will be credited to satisfy performance guarantees in future years of the contract. Annual reconciliation of the achieved savings will be required.

## 1-3. MEASUREMENT & VERIFICATION

- A. Measurement & Verification (M&V) services shall commence on the first day of the month following the month in which the Funding Agency releases the Final Payment to the GESA Contractor and shall continue throughout the Assured Performance Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. The GESA Contractor shall ensure that an approved representative from the Funding Agency is physically present for all pre-retrofit and post-retrofit measurements for each ECM as applicable to the Energy Savings Guarantee unless the Funding Agency waives their right to be present. The final completion date shall be the date when all Work is completed, including all punch list items, as evidenced by the release of the Final Payment by the Funding Agency. In the event the Funding Agency (i) cancels or terminates receipt of M&V Services; (ii) fails to fulfill any of Funding Agency responsibilities necessary to enable GESA Contractor to complete the Work and provide the M&V Services, or (iii) otherwise cancels, terminates or materially breaches this Agreement, GESA Contractor shall issue a written notice to the Funding Agency stating the nature of the alleged breach, the date upon which it arose, and the remedy sought. GESA Contractor shall provide the Funding Agency with a thirty (30) day period to cure such breach. In the event of a dispute, all parties shall act in good faith to mitigate damages with a reservation of rights as to damages.
- B. If the GESA Contractor is delayed in the commencement, performance, or completion of the M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Funding Agency in the quote documents or otherwise disclosed by Funding Agency to the GESA Contractor; a Force Majeure condition; failure by Funding Agency to perform its obligations under this GESA Contract; or failure by Funding Agency to reasonably

cooperate with GESA Contractor in the timely completion of the M&V Work where such failure is material, substantial and inconsistent with the terms of this GESA Contract, GESA Contractor shall provide written notice to Funding Agency of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance and the Assured Performance Guarantee shall be made, subject to the mutual written agreement of the parties.

- C. Funding Agency shall provide GESA Contractor, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Funding Agency's control that are subject to the M&V Services. Work to be performed by GESA Contractor in accordance with this GESA Contract shall be performed during normally scheduled staff shifts and as agreed to by both parties. Funding Agency further agrees to assist GESA Contractor, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Funding Agency but are necessary for GESA Contractor to provide the M&V Services. An equitable adjustment in the time for performance and Assured Performance Guarantee shall be made as a result of any failure to grant such access, subject to the mutual written agreement of the parties.
- D. In order for GESA Contractor to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Funding Agency shall be responsible for:
1. Providing GESA Contractor, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
  2. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
  3. Providing the utility bills, reports, and similar information reasonably necessary for administering GESA Contractor's obligations under the Assured Performance Guarantee within thirty (30) days of Funding Agency receipt and/or generation or GESA Contractor's request therefore;
  4. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by GESA Contractor; and
  5. Promptly notifying GESA Contractor of any change in use or condition or any other matter that may impact the Assured Performance Guarantee.

[Remainder of this page left intentionally blank]



**PART 2  
PROJECT BENEFITS**

**2-1. PROJECT BENEFITS SUMMARY**

- A. Subject to the terms and conditions of this GESA Contract, GESA Contractor and Funding Agency agree that, upon Final Completion, Funding Agency will be deemed to achieve a total of \$ in annual increments as shown in the Maintenance Material Savings column of the Total Project Benefits table below. GESA Contractor guarantees that Funding Agency will achieve a total of \$ in Total Annual Energy Savings during the term of this Assured Performance Guarantee, for Total Project Benefits of \$ as set forth in the Total Project Benefits table below.

**Table A. Total Project Benefits**

**[INSERT TABLE SHOWING BREAKDOWN OF ANNUAL SAVINGS HERE]**

The energy cost savings provided in Table A above are based on the annual escalation stated in Table A-1 below and will be applied to the unit utility rates listed in Table B beginning the first month following the baseline period, escalating annually throughout the Guarantee Period.

**Table A-1 - Annual Escalation Rates**

Energy Cost Esc./yr	1.0%
Labor Cost Esc./yr	3.0%
Maintenance Cost Esc	1.0%

The actual escalation of calculated savings that will be applied in the M&V Report will be the highest of:

- (1) Table A-1 above
- (2) CPI (Consumer Price Index) for the geographical region, or
- (3) Actual fuel rate

- B. Within thirty (30) days of the commencement of the Guarantee Term, GESA Contractor will calculate the Measured Project Benefits achieved during the Installation Period and provide the Funding Agency of written confirmation of the calculations.

- C. Within thirty (30) days of each anniversary of the commencement of the Guaranteed Term, GESA Contractor will calculate the Measured Project Benefits achieved for the applicable year applicable to such period and provide both DGS and the Funding Agency with an annual report containing:

1. an executive overview of the project's performance and Project Benefits achieved to date; and
2. a summary analysis of the Measured Project Benefits accounting; and
3. a detailed analysis of the Measured Project Benefits calculations.

D. Funding Agency acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services, (iii) fails to fulfill any of its responsibilities necessary to enable GESA Contractor to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this GESA Contract, the Assured Performance Guarantee shall automatically terminate and GESA Contractor shall have no liability hereunder.

## **2-2. PROJECT SAVINGS SHORTFALLS OR SURPLUSES**

A. Guaranteed Savings Shortfalls: If an Annual Project Benefit Shortfall occurs for any year of the Assured Performance Guarantee Term, GESA Contractor shall, at the sole discretion of the Funding Agency, perform one or more of the following:

1. pay to Funding Agency the amount of such shortfall, or
2. subject to Funding Agency's written approval, provide to Funding Agency additional products or services, in the value of such shortfall, at no additional cost to Funding Agency.

B. Guaranteed Savings Surpluses: If an Annual Project Benefit Surplus occurs for any year of the Guarantee Term, GESA Contractor may not apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term.

C. Additional Energy Conservations: Where an Annual Project Benefits Shortfall has occurred, GESA Contractor may, subject to Funding Agency approval, implement additional Energy Conservation Measures, at no cost to Funding Agency, which may generate additional Project Benefits in future years of the Guarantee Term. Such improvements do not relieve the GESA Contractor from liability set forth in Paragraph 2-2(A).

D. Event of Default by GESA Contractor: If an Annual Project Benefits Shortfall has occurred and the GESA Contractor does not comply with Paragraph 2-2(A), the Funding Agency may deem this to be an Event of Default. If default occurs, the Funding Agency may place the GESA Contractor in the Contractor Responsibility Program and also pursue debarment or suspension in accordance with the Commonwealth Procurement Code.

## PART 3

### MEASUREMENT AND VERIFICATION METHODOLOGY

#### 3-1. MEASUREMENT & VERIFICATION PROTOCOL

- A. GESA Contractor shall apply either Option A or Option B verification methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IMVP) and/or the Federal Energy Management Program (FEMP), or modified variations as outlined below, in connection with the provision of M&V Services hereunder. The applicable option shall be as set forth in the Project-Specific Request for Quote submitted to and accepted by DGS and the Funding Agency. Option A shall not be accepted without DGS and the Funding Agency's prior written approval.

B. Option A: Partially Measured Retrofit Isolation

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an ECM was applied separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements before and after the Installation Period.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of ECMs is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan, along with analysis of the significance of the error they may introduce.

Engineering calculations using short-term pre and post-retrofit measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

C. Option B: Retrofit Isolation

Savings are determined by field measurement of the energy use of the systems to which the ECM was applied, separate from the energy use of the rest of the facility. Short-term or continuous measurements are taken throughout the post-retrofit period.

#### 3-2. CHANGES IN USE OR CONDITION

- A. Funding Agency agrees to notify GESA Contractor within thirty (30) days of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Energy Conservation Measure to which this schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Savings realized under this Agreement.

1. Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Energy Conservation Measure, or portion of the premises; (b) changes to the hours of operation of any facility or portion of the premises; (c) changes or modifications to the Energy Conservation Measures or any related equipment; (d) changes to the M&V Services provided under this GESA Contract; (e) insufficient or improper maintenance or unsound usage of the Energy Conservation Measures or any related equipment at any facility or portion of the premises (other than by GESA Contractor); or (f)

additions or deletions of Energy Conservation Measures or any related equipment at any facility or portion of the premises.

- B. If GESA Contractor independently learns of any such change or condition, GESA Contractor shall calculate and send to Funding Agency a Notice of adjustment to the Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. If the Funding Agency fails to promptly provide GESA Contractor with notice of any such change or condition, GESA Contractor may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

## PART 4

### BASELINE CALCULATIONS AND UTILITY RATES

#### 4-1. UTILITY COSTS FOR BASELINE.

- A. The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations. The Base Utility Cost shall be escalated annually by escalation rate of one percent (1%). The Base Utility Cost for electric represents the 12-month average utility costs from [BASELINE PERIOD] EXAMPLE: July 1, 2014 through June 30, 2015.
- B. The [BASELINE PERIOD] energy rates used to calculate savings are [COST/KWH] \$ / kWh for electricity, [COST/MMBTU] \$/mmBtu for natural gas, [COST/KBTU] \$ / Kbtu for heating fuel and [COST/KGAL] \$/kgal for water.

Baseline utility rates used for the energy savings calculations were determined according to the following methods:

Electric Rates:

Heating Fuel Rates:

Natural Gas Rates:

Water Rates:

[Remainder of this page left intentionally blank]

## PART 5

### PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

#### 5-1. PRE/POST RETROFIT

[INCLUDE CHARTS/TABLES ETC. THAT EXPLAIN PRE/POST RETROFIT LIGHTING BURN HOURS, TEMPERATURES, SETPOINTS, ETC. OF ECMS]

[Remainder of this page left intentionally blank]

## PART 6

### 6.1 MEASUREMENT & VERIFICATION SERVICES

#### COMMONWEALTH REPRESENTATIVE

- A. GESA Contractor shall ensure that an approved representative from Funding Agency is physically present for all pre-retrofit and post retrofit measurements, for each ECM as applicable to the Energy Savings Guarantee. Funding Agency and GESA Contractor shall mutually witness and record said measurements and sign GESA Contractor's measurement logbook, if deemed mutually acceptable, GESA Contractor shall include all logged measurements in the annual report to be provided.

#### 6.2 M&V SERVICES

- A. GESA Contractor will, for a period of 3 Guarantee Years (the "Reporting Period") unless earlier terminated by Funding Agency, provide the "M&V Services" set forth below in connection with the Assured Performance Guarantee. Funding Agency shall pay GESA Contractor an annual fee during the Reporting Period for such M&V Services as identified in the table below. Notwithstanding anything to the contrary, Funding Agency may choose to continue the M&V services in Guarantee Year Four (4) and beyond by notifying GESA Contractor within thirty (30) days of the end of the third Guarantee Year. If Funding Agency, after GESA Contractor's completion of the third year of M&V Services, does not continue with the M&V Services, it irrevocably acknowledges GESA Contractor's full satisfaction of, and release from, this Assured Performance Guaranty.

1. During the Installation Period, the GESA Contractor's Performance Assurance Engineer will track Measured Project Benefits. The GESA Contractor will report the Measured Project Benefits achieved during the Installation Period to the Funding Agency within 90 days of the commencement of the Guarantee Term.

2. Within 90 days of each anniversary of the commencement of the Guarantee Term, for a period of 3 years, GESA Contractor will provide the Funding Agency with an annual report containing:

- A. an executive overview of the project's performance and Project Benefits achieved to date;
- B. a summary analysis of the Measured Project Benefits accounting; and
- C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.

3. During the Guarantee Term, for a period of 3 years, the GESA Contractor's Performance Assurance Engineer will monitor the on-going performance of the ECMs, as specified in this GESA Contract, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Engineer will periodically assist the Funding Agency, on-site or remotely, with respect to the following activities:

- A. Conduct one annual on-site visit to verify proper operation of the equipment installed under the project.
- B. Review information furnished by the Funding Agency from the facility

management system to confirm that control strategies are in place and functioning;

- C. advise Funding Agency's designated personnel of any performance deficiencies based on such information;
- D. coordinate with Funding Agency's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
- E. Inform Funding Agency of opportunities to further enhance project performance and of opportunities for the implementation of additional ECMs.

4. For specified ECMs utilizing "Option A" and "Modified Option A" M&V protocols, the GESA Contractor will:

- A. conduct pre and post installation measurements required under this GESA Contract;
- B. confirm the building management system employs the control strategies and set points specified in this GESA Contract; and
- C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

#### 6.3. COST OF M&V SERVICES

Based on direction from the Commonwealth, the fees for the first three (3) years of annual M&V service has been included in the Project; refer to the project cash flow in the Investment Grade Audit. The amount to be paid annually by Funding Agency for the M&V services provided is listed in the table below. If the Funding Agency chooses to continue the M&V services in Guarantee Year Four (4) and beyond, it must notify GESA Contractor within thirty (30) days of the end of the third Guarantee Year. If the Customer wishes to continue the M&V Services past the third Guarantee Year, the pricing for each additional Guarantee Year for M&V services will be the Year 3 M&V Cost annually escalated at 3% in each additional Guarantee Year. The billing for the 1st three Guarantee Years will begin with Final Acceptance of this project.

Year	M&V Cost
1	\$
2	\$
3	\$
Total	\$

[Remainder of this page left intentionally blank]



## **PART 7**

### **FUNDING AGENCY RESPONSIBILITIES**

7.1. In order for GESA Contractor to perform its obligations under this GESA Contract with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Funding Agency shall be responsible for:

1. Providing GESA Contractor, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
3. Providing the utility bills, reports, and similar information reasonably necessary for administering GESA Contractor's obligations under the Assured Performance Guarantee within thirty (30) days of Funding Agency receipt and/or generation or GESA Contractor's request therefore;
4. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by GESA Contractor;
5. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
6. Promptly notifying GESA Contractor of any change in use or condition or any other matter that may impact the Assured Performance Guarantee.

[remainder of this page left intentionally blank]

### ENERGY EFFICIENT MEASURES

The table(s) below summarizes ECM savings and cost and simple payback

[[INSERT SUMMARY TABLE(S)]]

## CLIENT SERVICES AGREEMENT

---

- I. CEG will identify and, subject to Client authorization, develop and manage comprehensive energy services projects, inclusive of related capital improvements, under the framework of an energy Performance Contract ("PC"), following the guidelines of the Pennsylvania "Guaranteed Energy Savings Act" ("GESA"). Any such projects would be based on the following efforts and criteria:
  - A. CEG will gather and review energy usage histories and facility profiles to support a preliminary overview of energy utilization efficiency. Based on results of the preliminary review, CEG will structure and manage a process leading to an exploration of energy cost reduction and facility improvement efforts utilizing appropriate Request for Qualifications ("RFQ") development and project management approaches. Specifically, CEG will:
    1. Review any prior applicable engineering or utilities studies and any proposed energy conservation measures presently being considered;
    2. Complete a cursory review of existing facility conditions, typical lighting systems, building control systems, major mechanical systems, and near term renovation plans (if any) to determine which facility upgrades may be suitable for potential inclusion in any proposed PC;
    3. Gather and review energy records, make appropriate benchmark comparisons, and determine appropriate "base year" consumption amounts, taking into consideration the impact of any non-standard building conditions or usage and any significant systems changes with respect to energy consumption;
    4. Establish/verify appropriate building operational parameters in conjunction with operational staff (i.e. lighting burn hours, heating cooling set points, occupied/unoccupied periods, etc.).
  - B. CEG will prepare a RFQ toward the development of a PC through proposals from qualified Energy Services Companies ("ESCO") on appropriate upgrades related to energy conservation and facility improvement measures. Specific activities will be as follows:
    1. Prepare/review and distribute all RFQ documents, developed in a way that provides prospective respondents with sufficient information and project scope definition to: a) minimize the time prospective ESCOs will need within Client facilities, and b) minimize Client distractions during the review and submittal process;
    2. Obtain and provide potential vendors with an applicable Prevailing Wage pre-determination;
    3. Provide Client with advertisement language for proper public advertising, as required by GESA;
    4. Provide an RFP bidders list, with Client approval;
    5. Conduct a pre-proposal meeting to present facility usage and operating information and to preview critical Client needs/improvements so ESCOs can be consistent in their approach to project development;
    6. Except for facility access arrangements, CEG will be the main point of contact with potential respondents, principally to ensure that the ESCOs remain on track during the RFQ process.
  - C. CEG will review RFQ submissions and qualify the best proposal(s) using a combined objective and subjective rating system established for the project.
    1. CEG will review submittal data and pricing to support a detailed cost/benefit analysis of energy utilization efficiency and/or facility improvements.
    2. CEG will manage and conduct an analysis of options, leading to a recommendation of energy conservation and facility improvement measures, as well as a suitable/capable ESCO for a negotiated contract.

3. CEG will attend Board/Committee meetings to expedite this project and provide Board/public information as needed.
- D. CEG will, subject to Client approval, act as Client's agent to facilitate any and all appropriate upgrades.
- E. CEG will review and confirm subsequent measurement and verification of savings that may be guaranteed by the contracted ESCO.
- II. CEG's Project Development and Management services associated with energy-efficiency upgrades or utilization improvements will be included in any resultant and final project financing at an amount equal to three percent of the installed project costs. Client will have payment obligations under 'I' above only if an identified project opportunity leads to the Client executing a separate contract with a reputable and capable ESCO.

Client: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Date of Agreement: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name

Commonwealth Energy Group

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment A.  
Affirmative Action Certification

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

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

part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

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

DATE: 11/1/18

Commonwealth Energy Group, LLC  
(Name of Bidder)

BY [Signature]

TITLE CEO

# Exhibit D

## Attachment B. Certificate of Non-Segregated Facilities

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

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

DATE: 11/1/18

Commwatts Energy Group, LLC  
(Name of Bidder)

BY JY E

TITLE CEO

Exhibit E

Attachment C.  
Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania

COUNTY OF LACKAWANNA

LOUIS T. EVANS, being  
first duly sworn, deposes and says that:

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

of Commonwealth Energy Group, LLC, the Bidder that has  
submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.



Non-Collusion Affidavit  
Signature Page

246

Signed [Signature]

CEO

(TITLE)

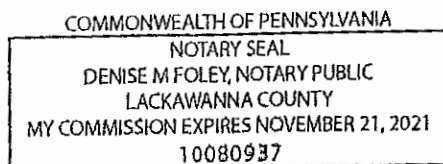
Commonwealth of Pennsylvania  
County of Lackawanna

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 31 DAY OF OCTOBER  
\_\_\_\_\_, 20 18

[Signature]  
Notary  
(TITLE)

MY COMMISSION EXPIRES \_\_\_\_\_  
\_\_\_\_\_, 20 \_\_\_\_\_



Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
  - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.
2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.
3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.
4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City. A gift includes money, services, loans, travel, and entertainment, at value or discounted value.
5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION

I, Lars Evers, hereby state that I am CEO  
 for CEG, and am authorized to make this verification.

Disclosures

1. **Louis T. Evans, CEO** Louis is responsible for the Operation and Management of Commonwealth Energy Group, LLC and thereby the oversight in a potential contract with the City of Scranton.

**Michael Shea, Senior Project Manager** Mike will be responsible in the technical direction and audit oversight of a potential contract with the City as well as product verification and installation.

**James Wildenstein, Analyst** Jim will be responsible for audit verification and any applicable rebates and their submission for the City.

2. Yes
3. Yes A CEG Principal has donated to the Mayor's campaign in the past
4. Yes A CEG Principal has donated to the Mayor's campaign in the past
5. No
6. Answered



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2018

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

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

PRODUCER Kincel & Company Insurance 1100 Dunham Drive PO Box 280 Dunmore, Pennsylvania 18512	Phone : (570)961-8731 Fax : (570)961-0520	CONTACT NAME: Susan Mumford PHONE (A/C, No, Ext): (570)961-8731 FAX (A/C, No): (570)961-0520 E-MAIL: susan_mumford@kincel.com ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company Of America INSURER B: Twin City Fire Insurance Company INSURER C: Travelers Casualty And Surety Company Of America INSURER D: INSURER E: INSURER F:	NAIC # 12572 29459 31194
--	--	--	--	-----------------------------------

## COVERAGES

CERTIFICATE NUMBER: 3453

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 1903138	2/9/2018	2/9/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 1903138	2/9/2018	2/9/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S 1903138	2/9/2018	2/9/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	44WECBQ9602	4/9/2018	4/9/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			105554112	2/9/2018	2/9/2019	Per Occurrence \$ 1,000,000 Aggregate \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Holder's Nature of Interest : Certificate Holder

City of Scranton

340 N Washington St.  
Scranton, PA 18503

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


AUTHORIZED REPRESENTATIVE

*Susan Mumford*

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STATEMENT OF ASSURANCE

Commonwealth Energy Group, LLC is not currently in violation of any regulatory rules and regulations that would potentially impact the performance of its' business operations.

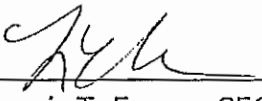
Signed  11/11/18  
\_\_\_\_\_  
Louis T. Evans, CEO

# Exhibit I

## Addendum/Follow-up to Statement of Assurance

If any State or Federal documentation is needed it will be provided to the City if the contract is awarded to CEG so that it is most current and relevant to the project.

Commonwealth Energy Group, LLC is not currently involved in any litigation with the City of Scranton

Signed  1/1/18  
Louis T. Evans, CEO



DEPARTMENT OF LAW

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

January 7, 2019

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

RECEIVED

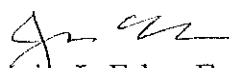
JAN 7 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND  
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A  
CONTRACT WITH COMMONWEALTH ENERGY GROUP, LLC FOR THE CITY  
OF SCRANTON CONSULTING SERVICES FOR ENERGY SAVING  
PERFORMANCE FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl



FILE OF THE COUNCIL NO. \_\_\_\_\_

2019

AN ORDINANCE

AMENDING "THE CODE OF ETHICS OF THE ADMINISTRATIVE CODE OF THE CITY OF SCRANTON, PENNSYLVANIA."

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON and it is hereby ordained by and with the authority of the same as follows:

**SECTION 1.** Be it enacted that Article VII Code of Ethics Sections 6-15 through 6-23 are hereby repealed and reenacted as per the attached Code of Ethics.

**SECTION 2.** In all other respects the Administrative Code shall remain in full force and effect.

**SECTION 3.** This Ordinance will take effect immediately upon passage.

**SECTION 4.** If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

**SECTION 5.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62 known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.



# City of Scranton

## Code of Ethics

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## SECTION 1 - Declaration of Policy

Section 6-15 of the Administrative Code of the City of Scranton is hereby repealed and amended as follows:

The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government.

Each official or employee of the City of Scranton must be constantly on guard against conflicts of interest. No official or employee should be involved in any activity which might be seen as conflicting with his/her responsibilities to the City. The people of Scranton have a right to expect that their representatives act with independence and fairness towards all groups and not favor a few individuals or themselves.

The following principles, although not representing substantive rights, are fundamental driving forces for officials and employees of the City of Scranton in everything they do<sup>1</sup>. Reference is made to section 6-15 of the Administrative Code of the City of Scranton.

- A. **Public Office as a Public Trust.** Public servants should treat their office as a public trust, only using the powers and resources of public office to advance public interests, and not to attain personal benefits or pursue any other private interest incompatible with the public good.
- B. **Independent Objective Judgment.** Public servants should employ independent objective judgment in performing their duties, deciding all matters on the merits, free from avoidable conflicts of interest and both real and apparent improper influences.
- C. **Accountability and Democratic Leadership.** Public servants should honor and respect the principles and spirit of representative democracy and set a positive example of good citizenship by scrupulously observing the letter and spirit of laws and rules.
- D. **Respectability and Fitness for Public Office.** Public servants should safeguard public confidence in the integrity of government by being honest, fair, caring and respectful and by avoiding conduct creating the appearance of impropriety or which is otherwise unbecoming a public official. In recognition of these aforementioned goals and principles, there is hereby established a Code of Ethics to be administered by the Board of Ethics. The purpose of this Code is to establish ethical standards of conduct for all officials and employees of the City of Scranton, its agencies and authorities, whether elected or appointed, paid or unpaid, by providing guidelines to clarify actions or inactions which are incompatible with the best interests of the City and by directing disclosure of private, financial or other interests in matters affecting the City. The provisions

and purpose of this Code and such rules, regulations, opinions and disciplinary decisions as may be promulgated by the Board pursuant hereto, and under provisions of Article XI of the Charter and Article VII of the Administration Code, are hereby declared to be in the best interest of the City.

## **SECTION 2 - Board of Ethics**

Reference is made to Section 6-22 of the Administrative Code of the City of Scranton, which is hereby repealed and amended as follows:

### **A. Composition and Structure of Board.**

1. **Composition.** The Board established under Section 6-22 of the City of Scranton Administrative Code as amended herein shall be composed of five (5) residents of the City of Scranton. Amending Section 6-22 of the City of Scranton Administration Code, the members to be appointed shall be appointed two by the Mayor, two by City Council and one by the Controller. Thereafter, the appointments or reappointments shall be made by the Mayor, City Council or the Controller to their respective appointed positions.
2. **Terms of Service.** Members of the Board shall serve for terms of three (3) years, except that members shall continue to serve until their successors are appointed and qualified. The terms of the initial members shall be staggered, with one member serving a term of one year, two members serving for two years, and two members serving for three years. The initial board's staggered terms shall be determined by lottery.
3. **Vacancy.** An individual appointed to fill a vacancy occurring other than by the expiration of a term of office shall be appointed for the unexpired term of the member he/she succeeds and is eligible for appointment thereafter according to the terms herein.
4. **Election of Chairperson and Vice Chairperson.** The Board shall elect a chairperson and a vice chairperson annually at a meeting held in January of each year. The vice chairperson shall act as chairperson in the absence of the chairperson or in the event of a vacancy in that position.
5. **Quorum.** A majority of the members of the Board shall constitute a quorum and the votes of a majority of the members present are required for any action or recommendation of the Board.
6. **Staff.** The Board shall appoint a solicitor, a secretary and such other staff as may be deemed necessary. The solicitor, secretary and such other staff as may be necessarily appointed need not be members of the Board.
7. **Meetings.** The Board shall meet at the call of the Chairperson or at the call of a majority of its members.

8. **Investigative Officer.** The Board shall appoint an investigating officer as set forth herein. The Board shall, from time to time, determine an amount to be paid as reasonable compensation to the investigating officer as payment for such services. The investigative officer shall be a member in good standing of the Lackawanna County Bar and shall have so been for at least five (5) years. The investigative officer need not be a resident of the City of Scranton and shall not be a Board member. The investigating officer is authorized to retain the services of investigators and may only delegate non-discretionary functions.

**B. Powers and duties:** The powers and the duties of the Board of Ethics may be summarized as follows:

1. Give advice as to the application of the ethics provisions of the Charter of the City of Scranton and this Code of Ethics.
2. Receive and dispose of complaints of violations of the ethics provisions of the Charter and Code of Ethics, and exercise discretion in declining to pursue an investigation if such a course would be in the best interest of the citizens of the City of Scranton or where the activity complained of amounts to no more than a de minimis violation.
3. Appoint an investigating officer to conduct investigations and to issue findings reports where appropriate.
4. Hold hearings, issue subpoenas and compel the attendance of witnesses, administer oaths, take testimony, require evidence on any matter under investigation before the Board, and issue orders, including but not limited to those related to adjudications and penalties.
5. Conduct educational programs to promote the ethical conduct of public officials, City employees, and individuals and groups doing business with the City.
6. Adopt rules and regulations to administer, implement, enforce and interpret the Code of Ethics.
7. Annually review the statements of financial interest filed pursuant to Section 4 of the Code.

**C. Prohibitions.** Due to their special position, Board members have a higher duty than other public officials to avoid conflicts of interest. Respect for the Code can be maintained only if members are models of ethical behavior. The prohibitions in

this section are in addition to the duties, responsibilities or obligations imposed upon the Board members as public officials under other provisions of the Code.

1. No member may hold or campaign for any other public office.
2. No member may hold office in any political party or political organization or political committee.
3. No member may hold a position of employment or appointment with any municipal government or any board or commission formed by the City of Scranton.
4. No member may actively participate in or contribute to any political campaign in the City of Scranton for a candidate running for or from the office of the Mayor, City Council, Controller and Tax Collector. This does not abridge the right of a member to vote or attend a debate, speech or similar event that is held primarily for the purpose of communicating a candidate's platform or position on issues of public concern.
5. No member shall receive compensation but shall be reimbursed by the City for documented expenses actually incurred.

- D. Preservation.** Complaints and proceedings pending before the Board at the time this Code is adopted shall be preserved insofar as they are consistent with recent orders of the Court of Common Pleas of Lackawanna County. The Board shall take any and all steps necessary to adjudicate all pending complaints so as to comply with said orders, including the establishment of a committee of Board members not previously involved in the disposition of said complaints to adjudicate and dispose of the same. Said committee shall consist of at least three (3) Board members and shall act with the authority of the Board in adjudicating said complaints and instituting penalties and restitution where applicable.

### **SECTION 3 – Definitions**

Section 6-16 of the Administrative Code of the City of Scranton is hereby repealed and amended as follows:

For the purposes of this Code, the following terms shall have the following definitions. All other words and phrases shall have their normal meaning unless further defined herein.

- A. **Appearance of Impropriety.** The perception that wrong-doing or misconduct may have occurred. When a reasonable person could reasonably believe that improper actions have taken or are taking place.
- B. **Administrative Code.** The Administrative Code of the City of Scranton.
- C. **Board.** The Board of Ethics of the City of Scranton.

- D. **Candidate.** An individual who files nomination papers or petitions for City Elected Office or who publicly announces his or her candidacy for City Elected Office.
- E. **Candidate Campaign Contribution.** Money, gifts, forgiveness of debts, loans or things having a monetary value incurred or received by a candidate or his/her agent for use in advocating or influencing the election of the candidate.
- F. **Candidate Political Committee.** The one Political Committee used by a candidate to receive all contributions and make all expenditures.
- G. **Charter.** City of Scranton Home Rule Charter.
- H. **City.** The City of Scranton, Pennsylvania.
- I. **City Elected Office.** The offices of Mayor, City Council, Controller, and Tax Collector.
- J. **Code.** City of Scranton Code of Ethics.
- K. **Conflict of Interest.** Situation(s) or potential situation(s) in which a public official or employee uses or may use his/her office or employment for the private gain of himself/herself; a member of his/her immediate family or a business of any type with which he/she or a member of his/her immediate family has a material interest.
- L. **Contract.** An agreement or arrangement for the acquisition, use or disposal by the City or a City agency or instrumentality of consulting or other services or of supplies, materials, equipment, land or other personal or real property. This term shall not mean an agreement or arrangement between the City or City agency or instrumentality as one party and a City Official or City Employee as the other party, concerning his/her expense, reimbursement, salary, wage, retirement or other benefit, tenure or other matters in consideration of his/her current public employment with the City or a City agency or instrumentality.
- M. **Contribution.** Money, gifts, forgiveness of debts, loans or things having a monetary value incurred or received by a Candidate or his/her agent for use in advocating or influencing the election or candidacy of the Candidate.
- N. **Covered Election.** Every primary, general, or special election for City Elected Office.
- O. **Elected Official.** An official elected or appointed to fill a position normally filled by election.
- P. **Employee.** Any individual receiving salary or wages from the City of Scranton.



**Q. Gift.**

1. The term "Gift" for the purposes of this Code shall mean: any gratuity, benefit, or any other thing of value, which is accepted by, paid for, or given to a City Employee or City Official, or by another Individual or Organization on behalf of a City Employee or City Official, either directly or indirectly, without consideration of equal or greater value.

This definition may include, by way of illustration and without limitation to, the following: (i) preferential rate or terms on a debt, loan, goods, or services, which rate is below the customary rate and is not either a government rate available to all other similarly situated government employees or officials or a rate which is available to similarly situated members of the public by virtue of occupation, affiliation, age, religion, sex, or national origin; (ii) transportation, lodging, or parking; (iii) food or beverage, other than that consumed at a single sitting or event; (iv) membership dues or admissions to cultural or athletic events, which exceed \$250.00 per calendar year in the aggregate and \$100.00 per calendar year from any single person, agent or other interested party; and/or (v) political contributions in excess of those limitations set forth hereinafter or in any other applicable laws or regulations, including but not limited to, the City Codified Ordinances.

2. The term "Gift" for purposes of this Code shall explicitly exclude: (i) gifts from direct family members; (ii) non-pecuniary awards publicly presented, in recognition of public service; (iii) an occasional non-pecuniary gift of nominal value; (iv) complimentary travel for official purposes; and/or (v) admissions to charitable, civic, political or other public events.

**R. Immediate Family.** A parent, spouse, living partner, child, brother, or sister, natural or adopted.

**S. Individual.** A person.

**T. Material Interest.** Direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity.

**U. No-Bid Contract.** A Contract (as defined herein), which is not awarded or entered into pursuant to an open and public process, in accordance with Pennsylvania law, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded related thereto.

**V. Officer.** Investigating Officer appointed by the Board to oversee the investigative procedures on behalf of the Board. The investigating officer need not be a Board member and may be compensated as any other member of the staff.

- W. **Official.** Any elected or appointed paid or unpaid member of the government of the City of Scranton including without limitation members of any City boards, authorities, and commissions.
- X. **Organization.** An individual, partnership, corporation, sole proprietorship, whether for-profit or not-for-profit, or any other form of business organization.
- Y. **Political Activity.** Any activity which promotes the candidacy of any individual seeking elective office, or the advocacy of any political party or position, including but not limited to the circulation of election petitions and the sale or distribution of fund raising items or tickets.
- Z. **Pre-Candidacy Contribution.** A contribution made to a Political Committee that: (a) has been transferred to, or otherwise becomes available for expenditure by, a candidate for City Elective Office; and (b) was made before such candidate became a candidate.
- AA. **Private Gain.** Of personal benefit, whether economic, social, or otherwise.
- BB. **Post-Candidacy Contribution.** A contribution made to a former Candidate or Political Committee for use in retiring debt that was incurred to influence the outcome of a covered election, or for the purpose of defraying the cost of transition or inauguration of a candidate elected to City Elected Office.
- CC. **Political Committee.** Any committee, club, association, political party, or other group of persons, which receives contributions or makes expenditures for the purpose of influencing the outcome of a Covered Election, including but not limited to: (a) political action committees recognized under Section 527 of the Internal Revenue Code, and (b) the Candidate Political Committee of a Candidate in a Covered Election.
- DD. **Violation.** A violation is any activity that is restricted by the ethics provisions of the Charter and/or the Code.

#### **SECTION 4 - Statement of Financial Interests**

Section 6-17 of the Administrative Code of the City of Scranton is hereby repealed and amended as follows:

Any official or employee of the City or authorities or boards with decision-making authority, including advisory boards, shall file with the City Clerk a Statement of Financial Interests for the preceding calendar year by May 1 of each year, as defined by the State Code of Ethics. Any individual appointed to such a position after May 1 has fifteen working days to file the Statement of Financial Interest. All statements must be made available for public inspection and copying at an amount not to exceed actual costs. All statements must be posted on the City's website.

## **SECTION 5 - Disclosure of Confidential Information**

Section 6-17 of the Administrative Code of the City of Scranton is hereby repealed and amended as follows:

City employees and officials often have access to important non-public information regarding the property, operations, policies or affairs of the City. Such information may concern, among other things, employees and officials, real estate transactions, expansion of public facilities, or other City projects. Using or furnishing information that would place employees or recipients in an advantageous position over the general public constitutes a violation of public trust. Anyone who is privy to confidential information may not disclose that information to any private citizen and should disclose it to other public employees only if appropriate and in the normal course of their duties as employees or officials of the City of Scranton.

Should an official or employee find himself/herself in any direct or indirect financial interest with any person or other entity proposing to contract with the City that individual must fully disclose said interest and refrain from voting upon or otherwise participating in the transaction or the making of such decision, contract or sale. Violation of this section shall render the contract voidable by the decision-making body or upon review and authority of the Board of Ethics.

## **SECTION 6 - Prohibited Behaviors**

Section 6-18 of the Administrative Code of the City of Scranton is hereby repealed and amended as follows:

Every City official and employee is a public servant. Public servants must treat members of the public fairly and equitably. Receipt of money, favors, gifts, gratuities, invitations, food, drink, loans, promises or other benefits (collectively and subsequently referred to in this section as "gifts") offered to a public servant because of that person's position, may create the appearance of a conflict interest, if not an actual conflict of interest. Similarly, solicitation of gifts by a public servant in that person's capacity as a public servant, for that person's own benefit, likely establishes a conflict of interest.

Public servants, in performing their duties, must work for the benefit of the community as a whole, giving equal consideration to each member of the public, and doing so without giving special regard because of finances, political affiliations, gender, orientation, creed, or other categorization.

Conflicts of interest betray the trust of the public with its government and violate traditional notions of fair play and substantial justice. Reference is made to Section 6-16, 6-17, 6-18, 6-19, 6-20, 6-21 and 6-23 of the Administrative Code of the City of Scranton.

### **A. Conflicts of Interest**

1. Employees and officials of the City may not bid on or have a material interest in:
  - a. the furnishing of any materials, supplies or services to be used in the work of the City;
  - b. contracts for the construction of any City facility;

- c. the sale of any property to the City or the purchase of any property from the City unless said property is offered to the general public at auction or by competitive bid.
- 2. Employees and officials of the City may not:
  - a. use or attempt to use their official position to secure special privileges or exemptions for themselves or others;
  - b. accept employment or engage in any business or professional activity which might reasonably be expected to require or induce the disclosure of confidential information acquired by the public officer or employee by reason of their official position;
  - c. disclose to others, or use for personal benefit, any confidential information gained by reason of an official position;
  - d. accept other employment which might impair the independence or judgment of the public officer or employee in the performance of public duty;
  - e. receive any compensation for official services to the City from any source other than the City;
  - f. transact any business in an official capacity with any other business entity of which the public officer or employee is an officer, director, agent, member, or owns a material interest;
  - g. have personal investments in any enterprise which will create a substantial conflict between any private interest and the public interest.
- 3. Outside Employment. City officials or employees may accept, have, or hold any employment or contractual relationship with any individual, partnership, association, corporation (profit or non-profit), utility or other organization, whether public or private, but only if the employment or contractual relationship does not constitute a conflict of interest or impair their efficiency.
- 4. Officials and employees shall not engage in conduct prohibited under Section 1201(a) of the Charter.

**B. Gifts: Solicitation/Acceptance**

- 1. Restriction on Acceptance/Solicitation of Gifts by City Officials and Employees.

- a. No City official or employee or member of his/her immediate family shall accept or solicit any gift, gratuity, money, favors, invitations, food, drink, loans, promises, or other benefits (collectively referred to as "gifts") from any person, firm, corporation, or association which to his knowledge is interested, directly or indirectly, in any manner whatsoever, in business dealings with the City provided that City official or employee has any influence, directly or indirectly, in any manner whatsoever, in the City's participation in those business dealings.
- b. No City official or employee or member of his/her immediate family shall accept or solicit any gift that may in any circumstance appear to be an attempt to influence that official or employee in the discharge of his or her official duties.
- c. City officials and City employees are also subject to those related, applicable ordinances of the City Charter, Codes of the City of Scranton and the Pennsylvania Public Official and Employee Ethics Act (65 Pa.C.S.A. Sect 1101.1 et seq, as amended), and all related statutes and regulations.

## 2. Exceptions

A City official, employee, or member of his/her immediate family may accept, but not solicit, the following gifts, notwithstanding that the person giving the gift may be seeking official action from that officer or employee:

- a. Hospitality provided at a residence when the donor is present;
- b. Food, beverages, or entertainment provided at an event for which attendees do not have to purchase a ticket;
- c. Food and beverages provided to all participants in the ordinary course of a meeting where the food and beverages are provided at the site of the meeting;
- d. Gifts of food (cookies, candy, etc.) received shall be made available for consumption on the premises to the public and employees when such offer may not be reasonably seen as seeking to influence the public servants or to induce more favorable treatment toward the donor.
- e. Gifts resulting solely from the officer's or employee's outside employment, or from his or her membership in a bona fide charitable, professional, educational, labor, or trade organization;
- f. Rebates or discounts offered to members of the general public or a class of persons.

- g. Free admission to an event, including food, beverages, and entertainment, if the officer or employee is a guest speaker
- h. Free admission to political events, including food and beverages, if the officer or employee is permitted to engage in political activity in co-ordination with candidates, political parties, or partisan political groups;
- i. Nominal, de minimis tokens of appreciation given at public appearances;
- J. Gifts totaling less than \$50 from a single individual during a single calendar year.

### 3. Return of Gifts: Reporting

- a. In all but de minimis cases, all gifts received must be publicly recorded and submitted to the City Clerk on a form from the City's Board of Ethics specifying: the donor; the address of the donor; the date received; a concise description of the gift; and the value of the gift. A gift having a value in excess of \$50 may not be considered de minimis.
- b. The City Clerk shall file the gift disclosure form with the Board of Ethics and have the gift form uploaded onto the City's website.
- c. The Ethics Board shall designate two (2) members (hereinafter the Subcommittee) who will evaluate the propriety of gifts valued at \$50 or more, and determine if the gift must be returned to the donor. The Subcommittee shall evaluate the propriety of the gift according to the provisions of (1) Restrictions, and (2) Exceptions above.
- d. The Subcommittee shall issue a written opinion to the party that submitted the form within 21 days unless a shorter timeline is agreed upon. The opinion shall include all material facts relied on by the Subcommittee, and articulate a basis for the decision. All opinions shall be posted on the City's website. The officer or employee shall have the right to appeal the decision to the full Ethics Board.

### 4. Political Candidates for City Offices.

- a. The provisions of (1), (2), and (3) above shall not apply to any campaign contribution to any candidate for City office, whether or not he or she is a City official or employee, provided the campaign contribution is legal and appropriately reported according to the Pennsylvania Election Code at 25 P.S. 2600, et seq., as amended, and all related statutes and regulations, as applicable and Ethics Code Section 12 Campaign Contributions and Reporting Requirements.

- b. The provisions of (1), (2), and (3) above shall apply in full to any other gift received by any candidate for City office, whether or not he or she is a City official or employee.
- c. Upon certification of any individual's candidacy for City office, the City Clerk shall provide the candidate with a copy of this ordinance and a brief explanation of its requirements, receipt of which shall be acknowledged by the candidate's signature.

**C. Nepotism**

Hiring a relative is a special type of a conflict of interest that should be avoided. No public official or employee shall appoint, hire, advance or advocate the appointing, hiring or advancing of a member of his/her immediate family or household member to a City position.

**D. Whistle Blowing**

Employees are expected to expose a violation of the Code of Ethics by any employee or business entity with which the City is doing business if such a violation creates a serious and specific danger to the public's health, safety or welfare.

Employees are expected to expose improper use of public office or any other abuse or neglect on the part of a city employee or public official. An employee with knowledge of actions or activities of ethical concern shall report them to the Board of Ethics. The identity of the employee will be confidential information of the Board of Ethics until a full investigation is initiated.

Retaliation against an employee who reports any violation, abuse or other improper action is strictly prohibited. Any such action will be a violation of the Code of Ethics and subject to the disciplinary and corrective action as ordered by the Board of Ethics.

**E. Fraudulent or Other Activity**

City employees or officials are expected to act ethically in the performance of all duties and responsibilities and avoid any involvement with, or any appearance of, behavior constituting fraud, misappropriation or other inappropriate conduct while carrying out the duties and obligations of their employment or office.

City employees or officials may not willfully or deliberately act, attempt to act, conspire to act, or solicit with the intent to act, carry out, or participate in any of the following activities:

- a. Embezzlement of money or resources for private purposes or use, from any City official, City employee, City department, City contractor or subcontractor, or third party agent doing business with the City government;

- b. Misappropriation of City funds, supplies, assets or resources;
- c. Falsification of any City record, including personnel records;
- d. Forgery or alteration of any check, bank draft, bank account, or other financial document;
- e. Forgery or alteration of timecard data and/or information;
- f. Receipt of a bribe or kickback, or willing participation in a scheme of bribery;
- g. Impropriety in the handling or reporting of money or financial transactions;
- h. Using insider knowledge of City activities to earn or generate any gift, profit or pecuniary benefit;
- i. Accepting, requesting, or seeking any material item or pecuniary benefit from contractors, vendors or parties providing services or materials to the City;
- j. Unauthorized destruction, removal or inappropriate use of City property, including data records, furniture, fixtures and equipment;
- k. Making false or intentionally misleading written or oral statements or representations in carrying out any official or employment duty or obligation; or
- l. Participation in any willful or deliberate act carried out with the intention of obtaining an unearned or unauthorized benefit by way of deception or other unethical means.

City employees or officials are to be familiar with the types of fraud and the potential activities and circumstances that may give rise to a fraudulent activity within his or her department, bureau, and area of responsibility.

City employees or officials are charged with the duty to be alert for any indication of fraudulent activity and all City employees or officials have a duty to report immediately any suspected fraudulent activity to the City Board of Ethics.

#### **F. Use of City Property and Personnel**

City employees or officials may not use any personnel, equipment, supplies, facilities, vehicles, or any other property owned and belonging to the City for their private purposes, use, enjoyment, or benefit. City employees or officials who hold a supervisory position may not use the time, effort and resources of any subordinate City employees or official for their private purposes, use, enjoyment, or benefit.



## **G. Political Activities**

The appropriate provisions of the Act of the United States Congress, popularly known as the "Hatch Act" shall apply to and regulate the conduct of all employees of the City of Scranton.

## **H. Awarding Contracts**

1. To the extent that it is not inconsistent with federal or state law: (i) a City Employee, (ii) a City Official, (iii) any Immediate Family of a City Employee or City Official; or (iv) any for-profit business entity in which the City Employee, City Official, or any Immediate Family has a Material Interest, shall not enter into any Contract valued at Five Hundred Dollars (\$500.00) or more with the City or any City agency or instrumentality, unless the Contract has been awarded through an open and public process, in accordance with Pennsylvania law, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the City Official or City Employee shall not have any supervisory or overall responsibility for the implementation or administration of the Contract. Any Contract or subcontract made in violation of this subsection may be subject to further penalties, pursuant to the terms and provisions of the Pennsylvania Public Official and Employee Ethics Act (65 Pa. C.S.A. §1101.1, et. seq.).
2. Prior to entering into or awarding any No-Bid Contract, the City Employee, Official, agent or instrumentality entering into such No-Bid Contract on behalf of the City, must immediately provide the Board of Ethics with the following information:
  - i. The name and address of all contracting parties;
  - ii. A draft copy of the contract to be entered into;
  - iii. A report in compliance with Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a), which shall provide the following:
    - a. An itemized list of all political contributions known to each contracting party by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

1. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family of the aforementioned parties when the contributions exceed an aggregate of One Thousand Dollars (\$1,000.00) by any individual during the preceding year; or
  2. Any employee or members of his or her immediate family whose political contribution exceeded One Thousand Dollars (\$1,000.00) during the preceding year.
- iv. Any other information that the Board of Ethics may require.
1. In the event that the intended recipient of a City No-Bid Contract or any officer, director, associate; partner, limited partner, individual owner, member, employee, or Immediate Family of any of the aforementioned parties has made a donation to a political committee of a City Employee, City Official, agent or instrumentality, in excess of the contribution limitations set forth in Section 12 herein during any of the preceding two (2) calendar years from the date the draft copy of the proposed contract is submitted to the Board of Ethics, then and in that event the City is prohibited from awarding that No-Bid Contract to that intended party.
  2. For purposes of this Section, the office that is considered to have ultimate responsibility for the award of the Contract shall be as provided for by the established purchasing policies of the City of Scranton.

### **SECTION 7 - Penalties; Restitution**

Section 6-19 of the Administrative Code of the City of Scranton is hereby repealed and amended as follows:

#### **A. Penalties.**

Upon any violation of the City provisions, including the undertaking of wrongful acts as described above or in the City of Scranton Home Rule Charter, any of the following penalties shall be available to the Ethics Board for imposition:

1. **Admonition.** In compliance with existing personnel practices, collective bargaining agreements and/or statutes, a letter to the respondent, the Mayor, the Director of the Department in which the respondent is employed, if any, and the complainant, if any, indicating that the respondent has been found to have violated the City provisions;
2. **Public Censure.** In compliance with existing personnel practices, collective bargaining agreements and/or statutes, notification to the respondent, the Mayor, the Director of the Department in which the respondent is employed, if any, and the

complainant, if any, and the news media indicating that a violation of the City provisions took place and that the board strongly disapproves of the actions of the public official or public employee;

3. **Recommendation to the Mayor** without compensation for a stated period of time not to exceed thirty (30) days, in compliance with existing personnel practices, collective bargaining agreements and/or statutes, with notification to the respondent, the Mayor, the Director of the Department in which the respondent is employed, if any, and the complainant. If any such suspension is not imposed by the City, a written explanation of such decision shall be provided within five (5) days to the Board;
4. **Recommendation to the Mayor** in compliance with existing personnel practices, collective bargaining agreements and/or statutes, with notification going to the respondent, the Mayor, the Director of the Department in which respondent is employed, if any, and the complainant, if any. If any such termination is not imposed by the City, a written explanation of such decision shall be provided within five (5) days to the Board;
5. **Referral** to the appropriate authorities for criminal prosecution in cases where a violation of this ordinance is also a violation of federal or state law;
6. **Ineligibility** for holding any office or position within the City for a period of up to five years, as set forth in Section 1202 (b) of the Charter of the City of Scranton;
7. **Impose a fine**, not to exceed one thousand dollars (\$1,000.00) per violation;
8. **Imposition of an administrative fine** of not more than one thousand dollars(\$1,000.00) to defray the actual cost and expense of investigating any violation; and
9. Any person, who realizes financial gain by way of a violation of any provisions of this ordinance, in addition to any other penalty provided by law or this ordinance, shall pay into the Treasury of the City, a sum of money up to the financial gain resulting from the violation. The Board shall determine the amount of financial gain realized; and
10. Any public official, public employee, person, corporation, company or other entity found to have participated in or benefited from a violation of this ordinance, may be barred from participating in business dealings with the City for a period of time not to exceed five (5) years, said period of time to be determined by the Board, in addition to being subject to any other penalty (prescribed by this ordinance) deemed appropriate by the Board.

## **B. Restitution; Other penalties and remedies.**

After finding that an individual has violated any provision of the Charter or this Code within the jurisdiction of the Board as provided for in this Code, the Board may take one or more of the following actions, if appropriate, in addition to penalties described in Section 7(a):

1. Order the subject to make restitution to those incurring damage or injury as a direct result of the actions of the subject that have been adjudicated as a violation of the Code or Charter;
2. Order the subject to cease and desist from engaging in a particular activity that is in violation of the Code, Charter, or any order issued by the Board;
3. Order the subject to take specified action to bring him/her into compliance with Board directives;
4. Refer the matter for review or with specific recommendation for action to law enforcement, regulatory or other authorities with jurisdiction of the matters;
5. Institute appropriate civil or equitable action to enforce the order and decision of the Board; and
6. Recommend to City Council the forfeiture of the office or position held by the subject with the City and recommend that the subject be ineligible to hold any City office or position for a period of up to five (5) years following such decision.

## **SECTION 8 - Advisory Opinions**

Section 6-2 of the Administrative Code of the City of Scranton is hereby repealed and amended as follows:

Upon the written request of any public official or City employee, or without such request should a majority of the Board deem it in the public interest, the Board may render advisory opinions concerning matters of governmental ethics, shall consider questions as to ethical conduct, conflicts of interest and the application of ethical standards set forth in this ordinance, and shall issue an advisory opinion in writing as to any such question. The Board may in its discretion publish its advisory opinions with any redactions necessary to prevent disclosure of the identity of the person who is the subject of the opinion. Such opinions shall be rendered within 30 days of the request for same.

An advisory opinion may be used as a defense in any subsequent investigation or prosecution, provided that the official or employee who sought the opinion did so in good faith and only to the extent material facts were not misrepresented in the request for the opinion.

## **SECTION 9 - Complaint and Investigation Procedure**

Section 6-21 of the Administrative Code of the City of Scranton is hereby repealed and amended as follows:

### **A. Who May File**

Any person may file a complaint about alleged ethics violations of the Scranton Code of Ethics or the City Charter. In addition, the Board may initiate proceedings. A person signing a complaint shall:

1. Reasonably believe in the existence of facts upon which the claim is based; and
2. Reasonably believe that the complaint may be valid under the ethics provisions of the Code of Ethics and the City Charter.

### **B. How to File**

Complaints must be submitted on forms provided by the Board. The Board shall make available this form upon request. The complaint shall state the name, job or office held by the alleged violator and a description of the facts that are alleged to constitute a violation. It must contain a notarized signature subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities. The Board shall establish a separate P.O. Box through which to receive complaints. This P.O. Box shall be generally accessible by the investigative officer and/or the secretary, provided that the secretary is not a Board member.

Complaints must be filed within one year (365 days) of the date on which the alleged ethics violation that is the subject of the complaint occurred. Any complaint filed after this date shall be rejected.

### **C. Jurisdiction; Preliminary Investigation**

1. Each complaint filed with the Board shall be immediately directed to and preliminarily reviewed by an investigating officer appointed by the Board (the "Officer") to determine whether the complaint falls within the jurisdiction of the Board. The aforesaid determinations shall be made within 30 days of the filing of the complaint. If the Officer determines that the Board does not have jurisdiction over the matter underlying the complaint, the complainant will be notified and no further action will be taken with regard to the complaint. If, however, the Officer determines that the complaint falls within the jurisdiction of the Board, the Officer shall authorize a preliminary investigation.
2. The preliminary investigation shall be initiated and accomplished at the sole direction of the Officer. If the Officer, in his/her sole discretion, finds that the violation(s), as alleged in the complaint, would, if proved, constitute a de minimis infraction, he/she may decline to initiate a preliminary

investigation and dismiss the complaint, if to do so would be in the best interest of the citizens of the City of Scranton.

3. At the onset of the preliminary investigation, the Officer shall notify both the complainant and the subject of the investigation of the filing of the complaint, the nature of the same, and the initiation of a preliminary investigation.
4. The preliminary investigation shall be completed within 60 days of the Officer's finding of jurisdiction.
5. If at any time during the preliminary investigation, an extension is necessary and justified, the Officer shall have additional time in 30-day segments. The Officer shall timely notify both the complainant and the subject of the investigation of each such extension.
6. At the conclusion of the preliminary investigation, the Officer shall determine whether there may exist facts to support the complaint. If the inquiry fails to establish such facts, the Officer shall dismiss the complaint and notify both the complainant and the subject of the complaint of the dismissal of the complaint. If, however, at the conclusion of the preliminary investigation the Officer determines that there may exist facts to support the complaint, the Officer shall authorize a full investigation.

#### **D. Full Investigation**

If a preliminary investigation uncovers facts to support the complaint, the Officer shall authorize a full investigation. The complainant and the subject of the investigation shall be notified within three (3) days of the initiation of a full investigation and the subject shall be notified of the identity of the complainant. Until the investigation is concluded or terminated, the Officer will notify both the complainant and the subject of the investigation of the status of the investigation at least every ninety (90) days. Within one hundred eighty (180) days of the initiation of the full investigation, the Officer must either terminate the investigation or issue a findings report to the subject.

#### **E. Findings Report**

The findings report shall set forth the pertinent findings of fact as determined by the Officer. The Officer shall deliver the findings of fact to the complainant and the subject of the investigation. The subject of the investigation may, within 30 days of the report, request an evidentiary hearing, unless an extension is obtained from the Officer. When such a request is received by the Officer, the Officer shall immediately notify the Board of the request for a hearing, and the names of the parties involved. The Board shall upon receipt of such notice engage two attorneys: one to represent the facts in support of the complaint; and one to advise the Board in matters related to the evidentiary hearing.

The Board solicitor shall not have any involvement in a particular matter once the findings report has been issued.

#### **F. Evidentiary Hearing**

1. **Timing.** An evidentiary hearing must be held within forty-five (45) days of the filing of a request for the same.
2. **Evidence.** The subject of the investigation shall have reasonable access to any evidence intended to be used at a hearing. The subject of the investigation shall have the opportunity to be represented by counsel and to subpoena witnesses, present evidence, cross examine witnesses against him/her, submit argument and shall be entitled to exercise all rights of confrontation and the like afforded him/her by the United States Constitution and the Pennsylvania Constitution.
3. **Closed Hearing.** The hearing shall be closed to the public unless the subject requests an open hearing in writing to the Board at least five (5) days before the hearing.

#### **G. Decision by the Board; Final Order.**

At the conclusion of the evidentiary hearing, the Board will determine by majority vote of those members presiding whether the evidence supports a finding that the subject of the complaint violated provision(s) of either the Charter or the Code.

Upon reaching a determination on the complaint, the Board shall issue a final order. A copy of said final order shall be immediately delivered to both the complainant and the subject of the complaint.

#### **H. Petition for Reconsideration.**

A subject, having been found to have violated a provision of the Charter or Code, may file a petition for reconsideration of the Board's decision. Such petition shall be filed with the Board within ten (10) days of the day the Board issues its final order.

#### **I. Protection of Complainant**

No person may be penalized, nor any employee of the City be discharged, suffer change in his/her official rank, grade or compensation, denied a promotion, or threatened, for a good faith filing of a complaint with the Board, or providing information or testifying in any Board proceeding.

## **J. Mediation**

1. In addition to the procedures set forth above regarding preliminary investigation, full investigation, and findings report, the Officer may, in his/her sole discretion, engage in mediation of a complaint at any time prior to the issuance of the findings report: The purpose of mediation would be to resolve the complaint in a voluntary manner, compliant with the Charter and the Code.
2. In the event the Officer determines that mediation would be useful, he/she shall notify both the complainant and the subject of the investigation of his/her intent to mediate and obtain the consent of both parties to mediate. If the complainant and the subject agree to mediation, the Officer shall conduct the mediation in whatever manner he/she deems best under the circumstances, considering the time in the investigative process when the mediation will take place.
3. If a resolution is achieved following mediation, the Officer shall prepare and present to the Solicitor a written mediation report, which shall be signed by the subject and the Officer. The Solicitor shall immediately present the mediation report to the Board for review and approval.

If a complete resolution is not achieved following mediation, the Officer shall prepare and present to the Solicitor a statement indicating only that mediation occurred, but the matter was not resolved at mediation. The statement shall not state any particulars of the mediation, names, or identifying information of the parties. The Solicitor shall immediately present such statement to the Board for review. The matter shall then continue to proceed in accordance with Subsections A to I above.

4. Any mediated resolution must be compliant with the Charter and the Code. It shall be the sole province of the Board to determine if a mediated resolution is compliant with the Charter and the Code. At the Board's sole discretion and direction, it may re-submit a matter to mediation to resolve any aspect of a mediated resolution that is not compliant with the Charter or Code or as the Board may desire for other administrative reasons.
5. If the Board approves a mediated resolution of the entire matter, the Board shall issue a final order. A copy of said final order shall be immediately delivered to both the complainant and the subject of the complaint. In all respects, the general confidentiality provisions of the Code shall apply. There shall be no release or settlement agreement. If the Board does not approve a mediated resolution of the entire matter, the matter shall continue to proceed in accordance with Subsections A to I above. However, nothing in this Subsection J shall prevent the Officer and the subject from entering into a stipulated administrative settlement after the issuance of a findings report and a subject's



demand for evidentiary hearing.

6. The timeframes set forth above in subsections C to E shall be tolled while any mediation is taking place. However, the Officer shall ensure that mediation does not unduly delay the process set forth in Subsections A to I above.

7. Miscellaneous Matters.

- a. Knowledge by the Board of the identity of the complainant or subject is permitted, provided that the identity of the complainant or subject is revealed to the Board only through a mediation report.
- b. Nothing herein shall preclude the Board from taking any action permitted by the Charter or Code with respect to the mediation, any resolution, and the issues raised in the complaint.
- c. All mediations, and all information exchanged, created, or transmitted in any way involving a mediation under these procedures, shall be confidential except as provided by the Code.
- d. The Officer shall not be permitted or compelled to testify in any proceeding, before any court, tribunal, or hearing board, including the Board, concerning any aspect of mediation.
- e. The Officer/Mediator shall not exchange any information with the Board or Solicitor concerning the mediation except as reduced to writing as provided in paragraph 3 above.
- f. At all times, as between the Officer and the Solicitor and/or Board, the Officer shall form, keep and maintain a wall of separation between him/herself as it pertains to any information obtained, learned, reported, supplied, or otherwise brought forth at the mediation except as reduced to a writing as provided in paragraph 3 above.

#### **SECTION 10 - Confidentiality of Board Information**

Section 6-22 of the Administrative Code of the City of Scranton is hereby repealed and amended as follows:

All Board proceedings and records relating to an investigation shall be confidential until a final determination is made by the Board, except as may be required to affect due process. The final order shall become a public record once the subject has exhausted all appeal rights or has failed to timely exercise such rights. All other file material shall remain confidential.

## **SECTION 11- Wrongful Use of Board of Ethics**

Section 6-23 of the Administrative Code of the City of Scranton is hereby repealed and amended as follows:

The purpose of the Board of Ethics is to endeavor to maintain a high standard of ethical behavior by City employees and officials. This will be most effective when City employees, officials and citizens work together to set and maintain high ethical standards. Complaints directed to the Board must be based on fact. Those filing complaints must have the intent to improve the ethical climate of the City. Wrongful use of the Code is prohibited and those individuals engaged in such conduct may be subject to penalties as set forth in Section 7.

Wrongful use of the Code of Ethics is defined as either:

1. Filing an unfounded, frivolous or false complaint. A complaint is unfounded, frivolous or false if it is filed in a grossly negligent manner without a basis in law or fact and was made for a purpose other than reporting a violation of this Code. A person has not filed a frivolous complaint if he/she reasonably believes that facts exist to support the claim and either reasonably believes that under those facts the complaint is valid under this Code or acts upon the advice of counsel sought in good faith and given after full disclosure of all relevant facts within his/her knowledge and information.
2. Publicly disclosing or causing to be disclosed information regarding the status of proceedings before the Board and facts underlying a complaint before the Board, including the identity of persons involved and that a complaint has been filed.

## **SECTION 12 - Campaign Contributions and Reporting Requirements**

Section 6-24 is enacted to Article VII of the Administrative Code of the City of Scranton.

### **1. Campaign Contribution Limitations.**

- A. During a Calendar Year in which a Covered Election is held and in each calendar year thereafter:
  - i. To the extent that it is not inconsistent with federal or state law, hereinafter, no Individual shall make, and no Candidate and/or no Candidate Political Committee shall accept, a Candidate Campaign Contribution, including those contributions made to or through one or more Political Committees by such Individual, in excess of Two Thousand Seven Hundred Dollars (\$2,700.00).
  - ii. To the extent that it is not inconsistent with federal or state law, hereinafter, no Organization (excluding Individuals covered by the Code of Ethics as part of the Administrative Code, as amended, shall make, and no Candidate and/or no Candidate Campaign Committee shall accept, a Candidate Campaign Contribution, including those contributions made to or through one or more Political Committees by such Organization, in excess of Five Thousand Dollars (\$5,000.00).
  - iii. To the extent that it is not inconsistent with federal or state law, hereinafter, no Political Committee (excluding Candidate Political Committees) shall make, and no Candidate and/or no Candidate Campaign Committee shall accept, a Candidate Campaign Contribution, in excess of Five Thousand Dollars (\$5,000.00).

- B. Candidate's Personal Resources. The limitations imposed by the Code of Ethics as part of the Administrative Code, as amended shall not apply to contributions from a Candidate's personal resources to his or her Candidate Political Committee.
- C. Volunteer Labor. The limitations imposed by this Section shall not apply to volunteer labor.
- D. Adjustments.
  - i. On January 1, 2020 and on every January 1 every four (4) years thereafter, the maximum contribution amounts set forth in Code Section 12 shall be adjusted, as follows: on the December 15 immediately preceding the adjustment, the City Business Administrator shall calculate the "CPI Multiplier" by dividing the average consumer price index for Scranton, Pennsylvania during the then-current calendar year by the average consumer price index for Scranton, Pennsylvania during the calendar year of 2013. To determine the average consumer price index for Scranton, Pennsylvania, the City Administrative Services Director shall use the latest available figures for the Consumer Price Index for all Urban Consumers (CPI-U), Scranton, Pennsylvania, as measured by the United States Department of Labor, Bureau of Labor Statistics. After calculating the CPI Multiplier, the Business Administrator shall determine the new maximum amounts as follows:
    - a. The maximum amount for purposes of Code Section 12 (1) (A) (i) shall equal \$2,700.00, multiplied by the CPI Multiplier, rounded to the nearest \$100.00.
    - b. The maximum amount for purposes of Code Section 12 (a) (A) (ii & iii.) shall equal \$5,000.00, multiplied by the CPI Multiplier, rounded to the nearest \$100.00.
  - ii. The Business Administrator shall calculate the new maximum amounts in writing to the Mayor, the City Controller, the City Council President, and the City Clerk.

E. Candidate Political Committees

A Candidate shall have no more than one (1) Candidate Political Committee and one (1) checking account for the City Elected Office sought, into which all Contributions and Post-Candidacy Contributions for that sought office shall be made, and out of which all expenditures for that sought office shall be made, including expenditures for retiring debt and for transition or inauguration to that office. If the Candidate maintains other political or non-political accounts for which contributions are solicited, such funds collected in these accounts shall not be used for the purpose of influencing the outcome of a Covered Election, or to retire debt that was incurred to influence the outcome of that Covered Election, or to cover transition or inauguration expenses.

F. Enforcement; Injunctive Relief

- i. The provisions of this Section shall be enforced by the City of Scranton Board of Ethics, in accordance with the Code of Ethics (of the City Administrative Code, as amended), including but not limited to the complaint, investigation, restitution and penalties provisions thereof.
- ii. In addition to the provisions of the Code of Ethics, any person residing in the City of Scranton, including the City Solicitor, may bring an action for injunctive relief in any Court of competent jurisdiction to enjoin any violations of, or to compel compliance with, the provisions of this Section in accordance with the Code of Ethics as part of the Administrative Code, as amended. The Court may award to a prevailing plaintiff in any such action his or her costs of litigation, including reasonable attorney's fees.

**2. Reporting Requirements.**

A. Statement of Financial Interests.

- i. Any City Employee or City Official must be in compliance with Code Section 4 ("Statement of Financial Interests") prior to filing any nomination papers or petitions for City Elected Office or publicly announcing his or her candidacy for City Elected Office.

B. Campaign Finance Disclosure

- i. Whenever a Candidate, treasurer of a Candidate Political Committee, or other representative of a Candidate Political Committee files a required report of receipts and expenditures with the Lackawanna County Board of Elections and/or Secretary of the Commonwealth as required by the Pennsylvania Election Code (25 P.S. §§3241, et seq.), or other applicable laws or regulations, such person shall at the same time file with the City Clerk, a copy of all information set forth in such report(s), in that format mandated by the Board of Ethics. Such filing with the City Clerk shall be accompanied by a written statement, signed by the person making the filing that subscribes and swears to the information set forth in such filing.

The City Administration shall make all reports of receipts and expenditures and written statements filed with the City Clerk available for review by the public on the City's website.

**3. Required Notice of Contribution Limits.**

- A. The Board of Ethics shall post on the City website a notice setting forth the contribution limits set forth in this Code together with a plain English explanation of the provisions of this Section and the penalties and remedies for violations thereof. Such notice shall remain posted and available for review on the City's website at all times.