

AGENDA
REGULAR MEETING OF COUNCIL
January 28, 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 CONTROLLER'S REPORT FOR MONTH ENDING DECEMBER 31, 2018.

[Controller's Report 12-31-18.pdf](#)
 - 3.B MINUTES OF THE SCRANTON FIREFIGHTERS PENSION COMMISSION MEETING HELD DECEMBER 19, 2018.

[Scranton Firefighters Pension Commission Meeting 12-19-18.pdf](#)
 - 3.C MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD DECEMBER 19, 2018.

[Non-Uniform Municipal Pension Board Minutes 12-19-18.pdf](#)
 - 3.D MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD DECEMBER 19, 2018.

[Scranton Police Pension Commission Meeting 12-19-18.pdf](#)
 - 3.E MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD DECEMBER 19, 2018.

[Composite Pension Board Minutes 12-19-18.pdf](#)

- 3.F AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD JANUARY 16, 2019.

[Agenda for Non-Uniform Municipal Pension Board 12-19-18.pdf](#)

- 3.G CORRESPONDENCE RECEIVED JANUARY 21, 2019 FROM THOMAS J. ANDERSON & ASSOCIATES, INC. REGARDING THE REVISED FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATIONS (MMOs) FOR THE CITY OF SCRANTON'S PENSION PLAN(s) FOR 2018 AND 2019 BASED ON 2018 PENSION BOND TRANSACTION.

[Revised MMOs 2018 & 2019 from Thomas J. Anderson.pdf](#)

- 3.H TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD JANUARY 16, 2019.

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

- 3.I TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD JANUARY 30, 2019.

[Tax Assessor's Report for 1-30-19.pdf](#)

- 3.J MINUTES OF THE REGULAR MEETINGS OF MEMBERS OF THE SCRANTON HOUSING AUTHORITY HELD NOVEMBER 5 AND DECEMBER 3, 2018.

[Scranton Housing Authority 11-5-18 and 12-3-18.pdf](#)

4. CITIZENS PARTICIPATION

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

- 5.A MOTIONS

- 5.B FOR INTRODUCTION – AN ORDINANCE – ESTABLISHING A “NO PARKING” ZONE ALONG THE SOUTHERLY SIDE OF LACKAWANNA AND JEFFERSON AVENUE (S.R.3018) FROM SEGMENT 0010 OFFSET 0300 (KRESSLER COURT INTERSECTION) EXTENDING NORTH TO A DRIVEWAY, AT SEGMENT 0010 OFFSET 0630.

[Ordinance-2019 No Parking Zone Lackawanna and Jefferson.pdf](#)

- 5.C FOR INTRODUCTION – AN ORDINANCE – APPROVING AND ACCEPTING THE SUBMISSION OF THE CITY OF SCRANTON’S OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT’S FIVE YEAR REVOLVING LOAN FUND (RLF) PLAN AS REQUIRED BY THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA).

[Ordinance-2019 OECD Five Year Revolving Loan Fund Plan.pdf](#)

- 5.D FOR INTRODUCTION – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO DISBURSE SIX THOUSAND DOLLARS (\$6,000.00) FROM THE UDAG REPAYMENT ACCOUNT INTO WHICH URBAN DEVELOPMENT ACTION GRANTS (UDAG) REPAYMENTS ARE DEPOSITED. THIS WILL COVER THE CITY OF SCRANTON’S SHARE OF COSTS FOR THE UNITED NEIGHBORHOOD CENTERS OF NORTHEASTERN PENNSYLVANIA TO ADMINISTER THE CONTINUUM OF CARE FOR LACKAWANNA COUNTY DURING THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019.

[Ordinance-2019 Disburse \\$6K from UDAG for UNC of NEPA for Continuum of Care.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – AMENDING RESOLUTION NO. 86, 2018 ENTITLED “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 LOCAL UNION NO. 60 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO”; TO INCLUDE ONLY THE IME PANEL OF PHYSICIANS FOR DISABILITY PENSIONS.

[Resolution-2019 Amending Res 86, 2018 Include IME Panel of Physicians for Disability Pensions.pdf](#)

- 5.F 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 BY AMENDING SECTIONS OF THE MEMORANDUM OF AGREEMENT DATED MARCH 11, 2016 REGARDING DISABILITY PENSIONS.

[Resolution-2019 MOU with FOP regarding Disability Pensions.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – FILE OF THE COUNCIL NO. 51, 2019 –AMENDING “THE CODE OF ETHICS OF THE ADMINISTRATIVE CODE OF THE CITY OF SCRANTON, PENNSYLVANIA.”

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

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY – FOR ADOPTION - RESOLUTION NO. 92, 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.

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

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 93, 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.

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

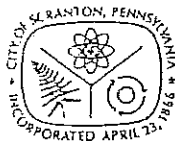
- 7.D FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 94, 2019 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH COMMONWEALTH ENERGY GROUP, LLC FOR THE CITY OF SCRANTON CONSULTING SERVICES FOR ENERGY SAVING PERFORMANCE FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021.

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

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

January 15, 2019

RECEIVED

JAN 15 2019

The Honorable Mayor William L. Courtright
And
The Honorable City Council
Municipal Building
Scranton, Pa 18503

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Mayor and Honorable Council:

In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of December, 2018.

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

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

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

Sincerely,

Roseann Novembrino

Roseann Novembrino
City Controller

**CITY OF SCRANTON
GENERAL FUND EXPENDITURES
MONTH OF DECEMBER 2018**

CODE #	DEPARTMENT	EXPENDITURES
10	Mayor's Office	\$ 11,083.46
11	Public Safety	-
20	City Council	32,818.11
30	Controller	22,375.19
40	Business Administration	2,807,263.88
41	Bureau of Human Resources	45,181.45
42	Bureau of Information Technology	219,060.32
43	Treasurer	11,697.05
51	Inspections and Licenses	108,417.82
60	Law	28,910.72
71	Police	14,755,696.63
75	Traffic Maintenance	-
78	Fire	16,218,987.38
80	Public Works	321,405.58
81	Engineering	23,692.05
82	Buildings	144,472.37
83	Highways	297,901.03
84	Refuse	383,168.07
85	Garages	129,630.23
90	Single Tax Office	82,898.52
100	Parks and Recreations	92,565.74
TOTAL DEPARTMENTAL:		\$ 35,737,225.60
NON DEPARTMENTAL		
0140	Scranton Plan	\$ 50,000.00
1000	Boards and Commissions	10,657.40
1100	Utilities	-
1300	Contingency	-
1500	Special Items	-
1600	Unpaid Bills	9,900.00
1700	Grants and Contributions	-
1900	Special Items (Non Add)	-
TOTAL NON DEPARTMENTAL:		\$ 70,557.40
GRAND TOTAL:		\$ 35,807,783.00

**CITY OF SCRANTON
GENERAL FUND REVENUE REPORT
FOR THE MONTH OF DECEMBER 2018**

CODE #	FUND SOURCE	REVENUES
300	Previous Year Balance	\$ -
301	Real Property Taxes	2,216,174.37
302	Landfill and Refuse Fees	317,286.91
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	1,403,580.25
319	Penalties and Interest (Delinquent Taxes)	19,931.99
320	Licenses and Permits	204,821.31
330	Fines and Forfeitures	-
331	Police Fines and Violations	57,015.23
341	Interest Earnings	-
342	Rents and Concessions	-
350	Inter-Government-Revenue Reimbursements	94,268.00
359	Local Governments (Payments in Lieu)	1,000.00
360	Departmental Earnings	23,805.00
367	Recreational Departments	3,831.50
380	Cable TV and Miscellaneous Revenue	22,928,304.43
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	-
TOTAL		\$ 27,270,018.99
MONTH TO DATE:		
Revenues To December 2018		\$ 125,295,831.22
Expenditures To December 2018		113,742,953.44
NET:		\$ 11,552,877.78

*Non Add

**CITY OF SCRANTON
DECEMBER 31, 2018
GENERAL FUND REVENUE REPORT
YEAR TO DATE**

CODE #	FUND SOURCE	ESTIMATED	REALIZED	UN-REALIZED
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	33,827,806.10	35,115,087.14	(1,287,281.04)
302	Landfill and Refuse Fees	7,662,500.00	6,948,273.30	714,226.70
304	Utility Tax	75,000.00	75,073.05	(73.05)
305	Non-Resident Tax	520,000.00	-	520,000.00
310	Local Taxes (Act 511)	39,343,469.39	36,373,003.12	2,970,466.27
319	Penalties and Interest (Delinquent Taxes)	168,092.00	254,607.72	(86,515.72)
320	Licenses and Permits	1,906,004.00	2,412,671.60	(506,667.60)
330	Fines and Forfeitures	100.00	-	100.00
331	Police Fines and Violations	360,750.00	623,157.10	(262,407.10)
341	Interest Earnings	30,000.00	470,291.19	(440,291.19)
342	Rents and Concessions	5,000.00	5,000.00	-
350	Inter-Government-Revenue Reimbursements	3,957,646.00	4,564,323.41	(606,677.41)
359	Local Government (Payments in Lieu)	250,000.00	71,456.36	178,543.64
360	Departmental Earnings	469,625.00	176,026.00	293,599.00
367	Recreational Departments	49,500.00	40,392.75	9,107.25
380	Cable TV and Miscellaneous Revenues	1,115,800.00	24,002,357.56	(22,886,557.56)
392	Interfund Transfers	5,183,505.30	1,414,110.92	3,769,394.38
392*	Interfund Transfers SSA/SPA	-	-	-
394	Tax Anticipation Loan/Note	12,750,000.00	12,750,000.00	-
395	Unfunded Pension	-	-	-
396	Capital Budget Reimbursements	-	-	-
TOTALS		\$ 107,674,797.79	\$ 125,295,831.22	\$ (17,621,033.43)

PURCHASE ORDER REPORT

MONTH ENDING DECEMBER 31, 2018

ACCOUNT BALANCES AS OF DECEMBER 31, 2018				
DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
OFFICE OF THE MAYOR				
0101000000 4270 DUES & SUBSCRIPTIONS	22,826.70	0.00		<u>0.00</u>
0101000000 4290 STATIONERY / OFFICE SUPPLIES	150.00	107.51		<u>107.51</u>
0101000000 4420 TRAVEL & LODGING	1,000.00	565.00		<u>565.00</u>
DEPARTMENT OF PUBLIC SAFETY				
POLICE BUREAU				
0101100071 4201 PROFESSIONAL SERVICES	25,000.00	2,095.23		
ENCUMBERED: PREVIOUS PERIOD			(2,767.00)	
HR DIRECT			217.22	
PCPA			175.00	
NUNZI'S ADVERTISING SPECIALIST, INC.			940.83	
FIDELITY DEPOSIT & DISCOUNT BANK			150.00	
CROKER CUSTOM GRAPHICS			250.00	
SUR TEC, INC			2,767.00	
SUR TEC,				<u>362.18</u>
0101100071 4210 SERVICES & MAINTENANCE FEE	75,000.00	4,335.04		
BUDGET TRANSFER FROM: 0101100071 6003			(394.96)	
ENCUMBERED: PREVIOUS PERIOD			(3,550.00)	
ENCUMBERED: CURRENT PERIOD			3,550.00	
RAGNASOFT, INC.			4,730.00	
				<u>0.00</u>
0101100071 4270 DUES & SUBSCRIPTIONS	3,150.00	7.85		<u>7.85</u>
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED	2,000.00	(0.00)		<u>(0.00)</u>
0101100071 4290 STATIONERY / OFFICE SUPPLIES	2,750.00	356.16		<u>356.16</u>
0101100071 4380 GUNS / AMMUNITION	22,500.00	9.57		
BUDGET TRANSFER FROM: 0101100071 6003			(150.43)	
ENCUMBERED: PREVIOUS PERIOD			(13,385.00)	
ENCUMBERED: CURRENT PERIOD			849.00	
EAGLE POINT GUN			12,696.00	
				<u>0.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0101100071 4390 MATERIALS / SUPPLIES (MISC)	21,000.00	775.13		
ENCUMBERED: PREVIOUS PERIOD			(464.58)	
ENCUMBERED: CURRENT PERIOD			464.58	
DUPLI CRAFT PRINTING, INC.			356.70	
STARR UNIFORMS			162.99	
				<u>255.44</u>
0101100071 4420 TRAVEL & LODGING	4,000.00	195.60		
				<u>195.60</u>
0101100071 4470 TRAINING & CERTIFICATION	50,000.00	5,446.05		
COMMONWEALTH OF PENNSYLVANIA			625.00	
PNC BANK			2,739.85	
BUTLER, JUSTIN			40.00	
				<u>2,041.20</u>
0101100071 4550 CAPITAL EXPENDITURES	350,000.00	83,738.00		
ENCUMBERED: CURRENT PERIOD			1,797.00	
				<u>81,941.00</u>
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT	7,500.00	2,098.49		
INDUSTRIAL ELECTRONICS, INC.			1,200.00	
LIGHTING SERVICES, INC.			250.00	
				<u>648.49</u>
0101100071 6003 SPCA - ANIMAL CONTROL	86,976.00	6,423.80		
BUDGET TRANSFER TO: 0101100071 4210			394.96	
BUDGET TRANSFER TO: 0101100071 4380			150.43	
INDUSTRIAL ELECTRONICS, INC.			1,027.89	
ANIMAL CARE EQUIPMENT & SVS, INC.			326.90	
				<u>4,523.62</u>
FIRE BUREAU:				
0101100078 4201 PROFESSIONAL SERVICES	23,000.00	107.00		
				<u>107.00</u>
0101100078 4210 SERVICE & MAINTENANCE FEE	15,000.00	32.28		
				<u>32.28</u>
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	275.00		
				<u>275.00</u>
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	10,000.00	0.00		
				<u>0.00</u>
0101100078 4390 MATERIALS / SUPPLIES (MISC)	7,250.00	171.98		
ENCUMBERED: PREVIOUS PERIOD			(61.99)	
STAPLES BUSINESS ADVANTAGE			61.99	
				<u>171.98</u>
0101100078 4420 TRAVEL & LODGING	3,000.00	0.00		
				<u>0.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0101100078 4430 AIR PACK / REHAB SUPPLIES	6,000.00	116.25		<u>116.25</u>
0101100078 4470 TRAINING & CERTIFICATION	75,000.00	3,247.77		<u>3,247.77</u>
0101100078 4550 CAPITAL EXPENDITURES	1,250,000.00	(0.00)		
BUDGET TRANSFER FROM: 0101100078 4113			(51,027.70)	
SEAN BYRNE CONSTRUCTION			<u>51,027.70</u>	<u>(0.00)</u>
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT	4,250.00	0.00		<u>0.00</u>
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	0.00		<u>0.00</u>
0101100078 4580 GENERAL EQUIPMENT	75,000.00	2,286.73		
REEVE'S RENT-A-JOHN, INC.			94.50	
GLEN SUMMIT SPRINGS WATER			<u>84.15</u>	<u>2,108.08</u>
OFFICE OF THE CITY CLERK / CITY COUNCIL				
0102000000 4201 PROFESSIONAL SERVICES	56,000.00	3,484.01		
BUDGET TRANSFER TO: 0102000000 4290			101.39	
NARDOZZI, CATHENE			705.00	
EDM AMERICAS INC.			<u>247.97</u>	<u>2,429.65</u>
0102000000 4210 SERVICES & MAINTENANCE FEE	15,000.00	3,721.00		
DIGITAL SOUND SERVICES, INC.			1,845.00	
NOLAN & ROGERS			<u>95.00</u>	<u>1,781.00</u>
0102000000 4230 PRINTING & BINDING	6,250.00	4,039.04		<u>4,039.04</u>
0102000000 4250 ADVERTISING	31,500.00	9,918.55		
SCRANTON TIMES			<u>6,093.89</u>	<u>3,824.86</u>
0102000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	128.01		
BUDGET TRANSFER FROM: 0102000000 4201			(101.39)	
GLEN SUMMIT SPRINGS WATER			11.00	
SCRANTON TIMES			<u>218.40</u>	<u>(0.00)</u>
CITY CONTROLLER				
0103000000 4201 PROFESSIONAL SERVICES	40,000.00	27,000.00		
BUDGET TRANSFER TO: 0103000000 4290			<u>250.00</u>	<u>26,750.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0103000000 4230 PRINTING AND BINDING	1,000.00	550.05		<u>550.05</u>
0103000000 4240 POSTAGE & FREIGHT	100.00	18.00		<u>18.00</u>
0103000000 4270 DUES & SUBSCRIPTIONS	225.00	24.75		<u>24.75</u>
0103000000 4290 STATIONERY / OFFICE SUPPLIES	200.00	48.05		
BUDGET TRANSFER FROM: 0103000000 4201			(250.00)	<u>298.05</u>
0103000000 4420 TRAVEL AND LODGING	1,000.00	276.64		<u>276.64</u>

**BUSINESS ADMINISTRATION DEPARTMENT
ADMINISTRATION**

0104000040 4201 PROFESSIONAL SERVICES	250,000.00	3,285.57		
BUDGET TRANSFER FROM: 0104000040 6009			(85,000.00)	
REUTHER & BOWEN PC			1,172.50	
TURNKEY TAXES			1,000.00	
S & P GLOBAL MARKETS INTELLIGENCE			97.00	
BULZONI, DAVID			819.30	
PETERS DESIGN GROUP, INC.			13,840.00	
BEYER-BARBER COMPANY			15,325.00	
ARCADIS US, INC.			5,937.20	
REILLY ASSOCIATES			3,357.98	
KS ENGINEERS PC			1,185.23	
				<u>45,551.36</u>
0104000040 4210 SERVICES & MAINTENANCE FEE	1,750.00	1,262.00		<u>1,262.00</u>
0104000040 4230 PRINTING & BINDING	1,000.00	148.97		<u>148.97</u>
0104000040 4240 POSTAGE & FREIGHT	30,000.00	(4,107.00)		
BUDGET TRANSFER FROM: 0104000040 6009			(9,300.00)	<u>5,193.00</u>
0104000040 4250 ADVERTISING	17,250.00	442.60		<u>442.60</u>
0104000040 4270 DUES & SUBSCRIPTIONS	1,000.00	110.00		<u>110.00</u>
0104000040 4290 STATIONERY / OFFICE SUPPLIES	12,750.00	1,681.05		
BUDGET TRANSFER FROM: 0104000040 4480			(5,000.00)	
ENCUMBERED: CURRENT PERIOD			997.74	
OFFICE DEPOT			1,316.91	
				<u>4,366.40</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0104000040 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER	600.00	393.55	16.10	377.45
0104000040 4420 TRAVEL & LODGING	2,500.00	0.00		0.00
0104000040 4470 TRAINING & CERTIFICATION LORMAN EDUCATION SERVICES	2,000.00	1,090.05	449.00	641.05
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP BUDGET TRANSFER TO: 0104000042 4440 BUDGET TRANSFER TO: 0104000040 4201 BUDGET TRANSFER TO: 0104000040 4240 BUDGET TRANSFER TO: 0104000040 4120	3,743,432.00	1,183,432.00	25,000.00 85,000.00 9,300.00 6,000.00	1,058,132.00
0104000040 6024 BANK FEES AND CHARGES PNC MERCHANT FEE PNC CHECK PRINTING FEE	11,000.00	9,616.99	15.00 57.36	9,544.63
HUMAN RESOURCES:				
0104000041 4201 PROFESSIONAL SERVICES NORTHEASTERN REHABILITATION ASSOCIATES MILLENNIUM ADMINISTRATORS MID-STATE OCCUPATIONAL HEALTH SERVICE WE PAY PROCESSING CHARGES CONCORDE, INC.	150,000.00	19,275.07	148.00 4,924.25 165.00 4,687.00 546.64	8,804.18
0104000041 4290 STATIONARY / OFFICE SUPPLIES	25,000.00	24,930.00		24,930.00
0104000041 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER	500.00	288.10	28.30	259.80
0104000041 4420 TRAVEL & LODGING	1,000.00	569.32		569.32
0104000041 4470 TRAINING & CERTIFICATION	3,000.00	632.85		632.85
0104000041 4630 LIABILITY / CASUALTY INSURANCE OLIVER, PRICE & RHODES ABRAHAMSEN CONABOY & ABRAHAMSEN, PC GALLAGHER BASSETT SERVICE	1,371,000.00	446,158.92	8,902.74 1,078.25 9,461.28	426,716.65

		DECEMBER, 2018		
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
INFORMATION TECHNOLOGY:				
0104000042 4201 PROFESSIONAL SERVICES	95,250.00	3,185.15		<u>3,185.15</u>
0104000042 4210 SERVICES & MAINTENANCE FEE	75,000.00	3,716.90		<u>3,716.90</u>
0104000042 4270 DUES AND SUBSCRIPTIONS	500.00	500.00		<u>500.00</u>
0104000042 4290 STATIONARY / OFFICE SUPPLIES	1,000.00	1,000.00		<u>1,000.00</u>
0104000042 4390 MATERIALS / SUPPLIES (MISC)	65,000.00	341.94		<u>341.94</u>
0104000042 4420 TRAVEL AND LODGING	750.00	750.00		<u>750.00</u>
0104000042 4440 TELEPHONE	150,000.00	4,088.29		
			(25,000.00)	
			(1,374.59)	
			(3,106.83)	
			7,397.75	
			519.95	
			<u>5,221.14</u>	
				<u>20,430.87</u>
0104000042 4470 TRAINING & CERTIFICATION	10,000.00	6,079.76		
			3,106.83	
				<u>2,972.93</u>
0104000042 4550 CAPITAL EXPENDITURES	250,000.00	64,607.34		
			1,374.59	
			(195,811.84)	
			6,504.00	
			509.01	
			5,650.00	
			<u>189,307.84</u>	
				<u>57,073.74</u>
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	50,000.00	5,000.00		<u>5,000.00</u>
TREASURY:				
0104000043 4201 PROFESSIONAL SERVICES	11,250.00	8,175.78		<u>8,175.78</u>
0104000043 4390 MATERIALS / SUPPLIES (MISC)	8,000.00	562.88		
			35.30	
				<u>527.58</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0104000043 6000 TAX & MISCELLANEOUS REFUNDS	1,000.00	1,000.92		<u>1,000.92</u>
0104000043 6001 TAX COLLECTION COMMITTEE EXPENSE	500.00	500.00		<u>500.00</u>
BUREAU OF LICENSES, INSPECTIONS & PERMITS				
LICENSE, INSPECTIONS & PERMITS:				
0105100051 4201 PROFESSIONAL SERVICES	40,000.00	0.00		<u>0.00</u>
0105100051 4290 STATIONERY / OFFICE SUPPLIES	500.00	370.70		<u>370.70</u>
0105100051 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		<u>500.00</u>
0105100051 4420 TRAVEL AND LODGING	1,000.00	1,000.00		
BUDGET TRANSFER TO: 0105100051 4101			485.00	<u>515.00</u>
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	791.00		<u>791.00</u>
0105100051 4550 CAPITAL EXPENDITURES	23,000.00	17,274.09		<u>17,274.09</u>
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPMENT	500.00	500.00		<u>500.00</u>
0105100051 4590 BUILDING DEMOLITION	65,000.00	41,946.87		
SHEA INDUSTRIES			29,500.00	<u>12,446.87</u>
BUREAU OF BUILDINGS:				
0105100082 4201 PROFESSIONAL SERVICES	75,000.00	37,773.20		
BUDGET TRANSFER TO: 0105100082 4320			3,319.46	
BUDGET TRANSFER TO: 0105100082 4448			4,377.12	
BUDGET TRANSFER TO: 0105100082 4320			5,050.00	
BUDGET TRANSFER TO: 0105100082 4448			8,681.59	
				<u>16,345.03</u>
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	150,000.00	0.00		
BUDGET TRANSFER FROM: 0105100082 4201			(3,319.46)	
BUDGET TRANSFER FROM: 0105100082 4201			(5,050.00)	
ENCUMBERED: PREVIOUS PERIOD			(2,688.30)	
ENCUMBERED: CURRENT PERIOD			2,688.30	
SMURL, GERALD			3,300.00	
BURKE, MICHAEL			1,750.00	
J. C. EHRLICH CO.			324.00	
CINTAS CORPORATION			387.96	
OTIS ELEVATOR CO.			2,607.50	
				<u>0.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0105100082 4445 SEWER CHARGES HURCHICK, EILEEN	5,000.00	5,000.00	17.99	4,982.01
0105100082 4447 UGI - GAS UGI PENN NATURAL GAS DIRECT ENERGY BUSINESS	135,000.00	40,035.19	8,024.86 12,288.62	19,721.71
0105100082 4448 PAWC - WATER BUDGET TRANSFER FROM: 0105100082 4201 BUDGET TRANSFER FROM: 0105100082 4201 PENNSYLVANIA AMERICAN WATER CO.	475,000.00	13,824.15	(4,377.12) (8,681.59) 26,882.86	0.00
0105100082 4450 ELECTRICAL PPL ELECTRIC UTILITIES	275,000.00	38,517.64	21,493.23	17,024.41
0105100082 4465 BUILDING SUPPLIES	1,000.00	1,000.00		1,000.00
LAW DEPARTMENT:				
0106000000 4201 PROFESSIONAL SERVICES ABRAHAMSEN CONABOY & ABRAHAMSEN, PC OLIVER, PRICE & RHODES MICHAEL A. GENELL, ESQ. POWELL & APPLETON, PC DELFLICE, MARY PAT	195,000.00	59,044.23	6,825.00 2,390.00 959.50 1,013.57 8.50	47,847.66
0106000000 4210 SERVICES AND MAINTENANCE FEE	2,000.00	2,000.00		2,000.00
0106000000 4270 DUES & SUBSCRIPTIONS	3,950.00	3,048.00		3,048.00
0106000000 4290 STATIONERY / OFFICE SUPPLIES US POSTAL SERVICE	500.00	235.00	13.65	221.35
0106000000 4390 MATERIALS / SUPPLIES (MISC)	500.00	350.48		350.48
0106000000 4420 TRAVEL & LODGING	1,000.00	1,000.00		1,000.00
0106000000 4470 TRAINING & CERTIFICATION	1,000.00	665.50		665.50
0106000000 4550 CAPITAL EXPENDITURES	3,250.00	3,250.00		3,250.00

		DECEMBER, 2018			
DEPARTMENT / ACCOUNT		2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
DEPARTMENT OF PUBLIC WORKS					
ADMINISTRATION BUREAU:					
0108000080 4201	PROFESSIONAL SERVICES	50,000.00	19,684.40		<u>19,684.40</u>
0108000080 4210	SERVICES & MAINTENANCE FEE	2,040.00	707.18		
	ENCUMBERED: PREVIOUS PERIOD			(149.02)	
	HR DIRECT			126.02	
	PA ONE CALL SYSTEM, INC.			39.24	
				<u>690.94</u>	<u>690.94</u>
0108000080 4420	TRAVEL AND LODGING	500.00	500.00		<u>500.00</u>
0108000080 4550	CAPITAL EXPENDITURES	10,000.00	3,600.50		<u>3,600.50</u>
0108000080 4570	MAINTENANCE COMMUNION EQUIPMENT	16,500.00	975.00		
	BUDGET TRANSFER FROM: 0108000080 4118			(615.00)	
	INDUSTRIAL ELECTRONICS, INC.			1,590.00	
				<u>0.00</u>	<u>0.00</u>
0108000080 4576	MAINTENANCE SUPER FUND SIGHT	13,000.00	4,856.04		<u>4,856.04</u>
0108000080 6007	FLOOD PROTECTION SYSTEM MAINTENANCE	50,000.00	10,646.76		
	NORTH END ELECTRIC			7,287.00	
	WILLIAMS INDUSTRIAL SUPPLY			88.00	
				<u>3,271.76</u>	<u>3,271.76</u>
ENGINEERING BUREAU:					
0108000081 4201	PROFESSIONAL SERVICES	69,500.00	15,275.00		
	LABELLA ASSOCIATES			12,600.00	
				<u>2,675.00</u>	<u>2,675.00</u>
0108000081 4210	SERVICES & MAINTENANCE FEE	500.00	38.40		<u>38.40</u>
0108000081 4290	STATIONERY / OFFICE SUPPLIES	100.00	100.00		<u>100.00</u>
0108000081 4390	MATERIALS / SUPPLIES (MISC)	250.00	5.16		<u>5.16</u>
0108000081 4470	TRAINING & CERTIFICATION	1,000.00	950.00		<u>950.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
HIGHWAYS BUREAU:				
0108000083 4260 RENTAL VEHICLES & EQUIPMENT BUDGET TRANSFER TO: 0108000083 4550	300,000.00	20,143.03	620.00	19,523.03
0108000083 4340 CONSTRUCTION - PAVING MATERIAL BUDGET TRANSFER TO: 0108000083 4410 HEI-WAY LLC	100,000.00	27,142.47	22,000.00 5,135.56	6.91
0108000083 4350 PAINT / SIGN MATERIAL BUDGET TRANSFER TO: 0108000085 4310 ENCUMBERED: CURRENT PERIOD	50,000.00	36,982.66	20,000.00 1,881.07	15,101.59
0108000083 4370 PARKS AND RECREATION SUPPLIES	62,000.00	29,948.88		29,948.88
0108000083 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD S & S TOOLS & SUPPLIES KEYSTONE QUARRY, INC.	37,500.00	1,331.24	(980.00) 116.30 130.45 909.59	1,154.90
0108000083 4410 SALT BUDGET TRANSFER FROM: 0108000083 4340 ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD AMERICAN ROCK SALT CO. LLC	273,500.00	4,600.22	(22,000.00) (37,478.00) 26,770.00 36,966.69	341.53
0108000083 4460 STREET LIGHTING PPL ELECTRIC UTILITIES	375,000.00	82,925.15	22,607.20	60,317.95
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE URBAN ELECTRICAL CONTRACTORS, INC. A & M ELECTRICAL CONSTRUCTION, INC.	77,500.00	31,951.51	6,708.10 1,763.97	23,479.44
0108000083 4550 CAPITAL EXPENDITURES BUDGET TRANSFER FROM: 0108000083 4550 ENCUMBERED: PREVIOUS PERIOD POWELL'S SALES & SERVICE	140,000.00	(0.00)	(620.00) (19,664.00) 20,284.00	(0.00)
0108000083 4551 ROADWAY RESURFACING PROGRAM	875,000.00	133,268.33		133,268.33
REFUSE BUREAU:				
0108000084 4390 MATERIALS / SUPPLIES (MISC) LACKAWANNA COUNTY	1,000.00	735.81	529.00	206.81
	11			
0108000084 4420 TRAVEL AND LODGING	1,000.00	1,000.00		1,000.00

DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0108000084 4490 LANDFILL	1,271,434.74	31,908.94		
BUDGET TRANSFER FROM: 0108000080 4118			(38,000.00)	
BUDGET TRANSFER FROM: 0108000080 4118			(50,565.00)	
KEYSTONE SANITARY LANDFILL			99,860.56	
				<u>20,593.38</u>
0108000084 4550 CAPITAL EXPENDITURES	180,000.00	0.00		
				<u>0.00</u>
GARAGES BUREAU:				
0108000085 4220 CONTRACTED SERVICES	750.00	1,006.18		
				<u>1,006.18</u>
0108000085 4301 GAS, OIL, LUBRICANTS	295,000.00	42,998.74		
ENCUMBERED: PREVIOUS PERIOD			(1,041.84)	
ENCUMBERED: CURRENT PERIOD			242.45	
D. G. NICHOLAS CO.			1,802.67	
GOODYEAR			15.40	
COMMONWEALTH OF PENNSYLVANIA			825.00	
				<u>41,155.06</u>
0108000085 4310 EQUIPMENT/VEHICLE REPAIR/MAINTENANCE	325,000.00	9,870.74		
BUDGET TRANSFER FROM: 0108000083 4350			(20,000.00)	
ENCUMBERED: PREVIOUS PERIOD			(9,822.25)	
ENCUMBERED: CURRENT PERIOD			2,208.82	
SUTPHEN CORPORATION			1,400.00	
BRADCO SUPPLY CO.			3,141.54	
DENAPLES AUTO PARTS			5,920.00	
A.I.T. AUTOMOTIVE			1,716.20	
DAVE'S AUTO IGNITION			2,203.47	
WAYNE COUNTY FORD			176.53	
NAZAR DIESEL, INC.			410.00	
MAUS AUTOMOTIVE CENTER			283.75	
DENAPLES TOWING, INC.			241.00	
ELECTRO BATTERY			454.00	
POWELL'S SALES & SERVICE			149.47	
C. G. CUSTOM TRUCKS			916.19	
AIR BRAKE & EQUIPMENT CO., INC.			141.76	
D. G. NICHOLAS CO.			146.38	
UNIVERSAL BODY SHOP			526.20	
CLEVELAND BROTHERS EQUIPMENT			71.67	
MESKO GLASS & MIRROR			330.00	
FLEET PRIDE			98.48	
TRIPLE CITIES ACQUISITIONS, LLC			68.32	
SCRANTON DODGE			165.24	
FEZUK'S AUTO			649.99	
INDUSTRIAL ELECTRONICS, INC.			250.15	
MARTIN G. SHULDE DBA LEROY'S AUTO REPAIRS			120.00	
JORDAN'S TOWING			90.00	
FIVE STAR EQUIPMENT CO., INC.			1,150.03	
				<u>16,663.80</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES	6,500.00	1,064.02		
ENCUMBERED: PREVIOUS PERIOD			(286.48)	
ENCUMBERED: CURRENT PERIOD			42.13	
FLEET PRIDE			37.99	
STEVE SHANNON TIRE CO., INC.			47.25	
D. G. NICHOLAS CO.			201.24	
A.I.T. AUTOMOTIVE			7.95	
				<u>1,013.94</u>
0108000085 4390 MATERIALS / SUPPLIES (MISC)	49,500.00	4,941.28		
ENCUMBERED: PREVIOUS PERIOD			(2,232.71)	
ENCUMBERED: CURRENT PERIOD			586.40	
C. G. CUSTOM TRUCKS			1,230.82	
FASTENAL COMPANY			516.02	
D. G. NICHOLAS CO.			1,324.15	
DAILEY RESOURCES			266.63	
FLEET PRIDE			92.20	
PETHICK PAINT SUPPLY			77.95	
A.I.T. AUTOMOTIVE			35.60	
WELLER'S LOCK & KEY SERVICE			80.00	
AMERICAN FIRE SERVICES			381.07	
TRIPLE CITIES ACQUISITIONS, LLC			210.40	
				<u>2,372.75</u>
0108000085 4401 TIRES	109,500.00	20,879.97		
ENCUMBERED: PREVIOUS PERIOD			(7,042.98)	
ENCUMBERED: CURRENT PERIOD			1,158.60	
MCCARTHY TIRE SERVICE, INC.			2,560.54	
GOODYEAR			12,049.53	
STEVE SHANNON TIRE CO., INC.			75.80	
				<u>12,078.48</u>
0108000085 4420 TRAVEL AND LODGING	500.00	500.00		
				<u>500.00</u>
0108000085 4550 CAPITAL EXPENDITURES	25,000.00	3,735.35		
				<u>3,735.35</u>
0108000085 4901 MAINTENANCE (PREVENTATIVE)	7,500.00	4,065.63		
ENCUMBERED: PREVIOUS PERIOD			(13.25)	
D. G. NICHOLAS CO.			13.25	
				<u>4,065.63</u>
PARKS & RECREATION DEPARTMENT				
0110000000 4280 MISC SERVICES - NON CLASSIFIED	5,000.00	2,480.34		
J. C. EHRlich CO.			200.00	
ANDERSON, KENNETH			67.60	
				<u>2,212.74</u>
0110000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	429.92		
				<u>429.92</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
011000000 4320 BUILDING REPAIR - SUPPLY MAINTENANCE REEVE'S RENT-A-JOHN, INC. CINTAS CORPORATION	15,000.00	2,301.05	47.25 198.00	<u>2,055.80</u>
011000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES	20,000.00	14,995.13		<u>14,995.13</u>
011000000 4360 SMALL TOOLS / SHOP SUPPLIES	500.00	500.00		<u>500.00</u>
011000000 4370 PARKS & RECREATION SUPPLIES	1,000.00	1,000.00		<u>1,000.00</u>
011000000 4420 TRAVEL AND LODGING	750.00	750.00		<u>750.00</u>
011000000 4530 PERFORMING ARTS	20,000.00	4,325.00		<u>4,325.00</u>
011000000 4540 SPRING / SUMMER PROGRAMS	3,000.00	113.99		<u>113.99</u>
011000000 4550 CAPITAL EXPENDITURES RECREATION RESOURCE, INC.	875,000.00	760,910.21	35,950.00	<u>724,960.21</u>
NON-DEPARTMENTAL EXPENDITURES				
0140110030 4299 ZONING BOARD	18,500.00	3,090.30		<u>3,090.30</u>
0140110060 4299 EVERHART MUSEUM	29,000.00	0.02		<u>0.02</u>
0140110075 4299 SCRANTON PLAN SLIBCO	60,000.00	50,000.00	50,000.00	<u>0.00</u>
0140110080 4299 SCRANTON TOMORROW	75,000.00	0.00		<u>0.00</u>
0140110110 4299 SHADE TREE COMMISSION MONUMENTS BY PARISE CORKY'S GARDEN CENTER LLC TITAN TREE SERVICE	95,000.00	13,418.31	1,600.00 2,202.90 2,300.00	<u>7,315.41</u>
0140110120 4299 ST. CATS AND DOGS	10,000.00	2,930.00		<u>2,930.00</u>
0140110130 4299 MAYOR'S 504 TASK FORCE	1,000.00	1,000.00		<u>1,000.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0140110140 4299 CIVIL SERVICE COMMISSION	25,000.00	11,439.54		<u>11,439.54</u>
0140110150 4299 HUMAN RELATIONS COMMISSION	25,000.00	25,000.00		<u>25,000.00</u>
0140110155 4299 LHVA TRAIL MAINTENANCE	21,000.00	10,500.00		<u>10,500.00</u>
0140115230 4299 TAN SERIES	12,750,000.00	12,750,000.00		<u>12,750,000.00</u>
0140115240 4299 TAN SERIES INTEREST	494,850.00	494,850.00		<u>494,850.00</u>
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING	450,058.36	(59,941.64)		<u>(59,941.64)</u>
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS	171,539.33	26,541.37		<u>26,541.37</u>
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	0.00		<u>0.00</u>
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA INTEREST PRINCIPAL	2,061,662.50	1,868,331.25	193,331.25 <u>1,675,000.00</u>	<u>0.00</u>
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	218,147.96	0.00		<u>0.00</u>
0140115330 4299 OPER TSF TO DBT SVC - 2016 GENL. OBLIG. NOTE	49,849.00	0.00		<u>0.00</u>
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	3,234,419.34	1.36		<u>1.36</u>
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,851.02	0.00		<u>0.00</u>
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	219,557.60	0.00		<u>0.00</u>
0140115336 4299 OPER TSF TO DBT SVC - LEASE OF TURNOUT GEAR	80,000.00	0.00		<u>0.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	DECEMBER, 2018		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A PRINCIPAL INTEREST	2,420,500.00	1,675,250.00	930,000.00 745,250.00	0.00
0140115339 4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES PRINCIPAL INTEREST	1,877,000.00	1,056,000.00	235,000.00 821,000.00	0.00
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	0.00		0.00
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,968.88	0.00		0.00
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING	413,345.00	0.00		0.00
0140115343 4299 2018 ARIEL PLATFORM TRUCK LEASE	102,156.57	0.00		0.00
0140113090 4299 CONTINGENCY	705,799.10	705,799.10		705,799.10
0140113100 4299 OECD CONTINGENCY	45,000.00	9,874.02		9,874.02
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG.	550,000.00	215,366.98		215,366.98
0140116270 4299 COURT AWARDS	350,000.00	243,728.00		243,728.00
0140117020 4299 VETERAN'S ORGANIZATION	75,000.00	25,000.00		25,000.00
0140117040 4299 OPEB TRUST FUND	150,000.00	40,000.00		40,000.00
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	0.00		0.00
0140117080 4299 TARGETED EXPENSES - REVENUE PASS THROUGH ACCOUNT	300,000.00	(1,572,398.46)		(1,572,398.46)

CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION

RECEIVED

Minutes

JAN 16 2019

December 19, 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

The Scranton Firefighters Pension Commission was called to order at 08:30 hrs. The following members were in attendance:

Chairman John Judge

Secretary Brian Scott

Active Rep. Jim Sable

Retired Rep. Bernard Garvey

Retired Rep. Terry Osborne (Absent)

Attorney Larry Durkin

Controller Rosanne Novembrino

Motion to accept November 2018 minutes by Garvey, second by Sable. Motion carried.

Correspondence:

Anderson to Mellon Bank in reference to recovering two pension deposits into the late Mrs. Bertha Oleski's checking account after she passed away.

Scott to Dept. of Justice in reference to recovering funds from the Wells Fargo settlement with the Dept. of Justice for the 2008 financial crisis. Federal prosecutor stated to Scott in a phone conversation that the money can't go to victims, by law it has to go to the treasury.

Durkin to Bulzoni in reference to the 2018 & 2019 MMO's 1 million less than anticipated. Judge stated that 1 million dollars might have affected votes on the composite pension board. Vote was 6-3 in favor. The mistake was made Bayer-Barber. Scott asked who discovered the mistake. Durkin stated that Bayer-Barber discovered it. Judge stated that the mistake will be \$500,000 each year for 2 years.

Bills:

Motion to pay September bill for Durkin and MacDonald LCC \$217.50 by Novembrino, second by Sable. Motion carried.

Old Business: Sable stated that the MOU failed by 9 votes with Local 60 but the union E-board signed off on the panel of doctors and that the fees will be split between the city and the pension board.

New Business:

Scott stated that the Auditor General report of fire pension fund was completed and all was ok. Durkin stated that the AG reported significant improvement in the pension funds.

Passing of Walter Hoffman. Anderson notified that Jean Hoffman is his widow. Garvey stated that the pension checks are coming late. Scott recommended that retirees get direct deposit and then it will not be an issue. Judge stated it will not affect postal jobs because the statements are still sent through the postal service.

Application for Membership: None

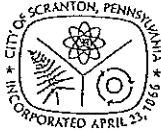
Application for Pension: None

Audience: None

Motion to Adjourn:

Motion to adjourn by Sable, second by Scott. Motion Carried

City of Scranton
Pennsylvania



Municipal Pension Fund

MINUTES

NON-UNIFORM MUNICIPAL PENSION BOARD

DECEMBER 19, 2018

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, December 19, 2018 at 9:30 A.M. in City Council Chambers.

In attendance were:

John Hazzouri, President

Jennifer Menichini, Proxy for Vice President

Roseann Novembrino, City Controller

Danielle Kennedy, Proxy for Mayor

Lori Reed, Proxy for City Council President

Larry Durkin, Esquire, Attorney for Board

President Hazzouri asked for a motion to accept the minutes of last month's meeting held on Wednesday, November 21, 2018.

Mrs. Reed made a motion to accept the minutes from the November 21st meeting.

Mrs. Kennedy seconded the motion.

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

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President Hazzouri: Received an invoice from Durkin MacDonald, LLC in the amount of \$928.00 for services rendered from November 20, 2018 through December 18, 2018.. Do I have a motion to accept?

Mrs. Novembrino made a motion to pay the invoice to Durkin MacDonald.

Mrs. Reed seconded the motion.

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

President Hazzouri: Received a request from Scott Thomas, former Scranton Public Library employee, who asked to have his pension put on hold as he is returning to employment at the library on January 2, 2019.

There was discussion among the Board members regarding how this would affect Mr. Thomas' pension. Attorney Durkin explained that there would not be a change to Mr. Thomas' pension. There is an ordinance which specifies that once you return to employment after receiving your pension, you cannot double-dip; therefore, Mr. Thomas' pension would have to be frozen. When he stops working, then his pension would start again but he would not collect the difference. He will not be contributing to a pension once he starts working again. This motion is just to approve the stoppage of his pension when he returns to work.

Mrs. Reed made a motion to accept the request from Mr. Thomas.

Mrs. Novembrino seconded the motion.

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

President Hazzouri: Received a pension application and check from in the amount of \$715.00 from City employee Diane Moran who is retiring on January 4, 2019. Mrs. Moran contributed 207.5 months and paid for an additional 32.5 months in order to collect a 20- year pension of \$550.00 per month.

Mrs. Reed made a motion to accept the pension application from Mrs. Moran.

Mrs. Novembrino seconded the motion.

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

President Hazzouri opened the meeting to the Board.

Attorney Durkin reported that there was nothing to update regarding the Schimes appeal. Nothing has happened since the last meeting.

On the Rogan and Sulla litigation, Attorney Durkin signed a stipulation agreeing that we would assign our rights and they would dismiss the lawsuit that is pending. He hoped that lawsuit would be dismissed by the next meeting.

President Hazzouri wished everyone a Merry Christmas and good health and congratulated Maggie Perry on the birth of her baby girl, Clare.

President Hazzouri asked for a motion to adjourn.

Mrs. Novembrino made a motion to adjourn the meeting.

Mrs. Reed seconded it.

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

Meeting adjourned at 9:38 A.M.

Minutes approved by: _____ Date: _____
John Hazzouri, President

Respectfully submitted: _____ Date: _____
Kathy Carrera, Recording Secretary

City of Scranton

Maggie Perry

100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 558-8335
Fax: (570) 207-0412
mamclane@scrantonpa.gov



I, Maggie Perry, hereby revoke any previous proxies and appoint Jennifer Menichini

To attend the meeting of: Non-Uniform Municipal Pension Board

On: December 19, 2018

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

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


Dated: Oct. 30, 2018

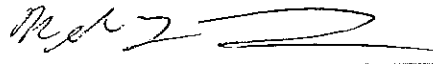
Signed: Maggie Perry

Witness: Jennifer Menichini


PROXY

I, William L. Courtright, hereby revoke any previous proxies and appoint Danielle Kennedy, Human Resource Director/Assistant Business Administrator, as my proxy to attend the meeting of the Non-Uniform Pension Board Meeting and any continuation or adjournment thereof, and to represent, vote and otherwise act for me in the same manner and with the same effect as if I were personally present.

DATE: 12/19/18 



Mayor William L. Courtright
City of Scranton



Witness

Council of the City of Scranton

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

Lori Reed
City Clerk

Amil Minora, Esq.
Counsel



PROXY

Pat Rogan, President
Timothy Perry, Vice President
William Gaughan
Wayne Evans
Kyle Donahue

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

Non-Uniform Pension Board

On:

Dec. 19, 2018

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

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

Dated: 12-19-18

Signed: Pat Rogan

Witness: Kathy Carrera

**SCRANTON POLICE PENSION
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS
DECEMBER 19, 2018

BOARD MEMBERS

1. THOMAS TOLAN- PRESENT
2. JUSTIN BUTLER- ABSENT
3. NANCY KRAKE- PRESENT
4. ROSEANNE NOVEMBRINO-PRESENT
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- PRESENT

ALSO IN ATTENDANCE ATTORNEY LARRY DURKIN.

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MINUTES FROM WEDNESDAY NOVEMBER 21, 2018 MEETING OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE BY CAMMEROTA TO ACCEPT THE MINUTES AND SECONDED BY KRAKE. THE MOTION PASSED.

BILLS:

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. NOVEMBER 20, 2018 THRU DECEMBER 17, 2018 TO THE AMOUNT OF \$217.50

A MOTION MADE BY KRAKE TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 217.50 FROM NOVEMBER 20, 2018 THRU DECEMBER 17 19, 2018. SECONDED BY NOVEMBRINO, ALL IN FAVOR MOTION PASSED.

A BILL TO REMIMBURSE THE CITY OF SCRANTON FOR A DISABILITY PENSION EXAMINATION. THE BOARDS AMOUNT OWED IS 1,024.15. A MOTION WAS MADE BY KRAKE TO PAY THE BILL AND SECONDED BY CAMMEROTA. MOTION PASSED.

COMMUNICATION:

ATTORNEY DURKIN ADVISED THE BOARD THE SEWER PROCEEDS WERE DEPOSITED INTO THE ACCOUNT ON 12-17-18.

A MOTION TO ADJOURN WAS MADE BY KRAKE AND SECONDED BY NOVEMBRINO. MEETING ADJOURNED AT 1012HRS.

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JAN 16 2019

COMPOSITE PENSION BOARD MINUTES

December 19, 2018

**OFFICE OF CITY
COUNCIL/CITY CLERK**

The regular meeting of the Composite Pension Board was held on Wednesday, December 19th at 11:00AM in City Council Chambers.

The following were in attendance:

DAVID MITCHEL – Pres - Police Employee Representative
JOHN HAZZOURI – Vice Pres – Municipal Board Representative
ROBERT SENCHAK – Sect. - Fire Employee Representative
PAUL HELRING – Police Board Representative
JENNIFER MENICHINI – (Proxy) Municipal Employee Representative
DANIELLE KENNEDY – (Proxy) Mayor
LORI REED – (Proxy) City Council
ROSEANN NOVEMBRINO – City Controller
LARRY DURKIN – Durkin MacDonald (Legal Counsel)
MARK YASENCHAK – PFM Group (Trustee)
JAMES KENNEDY – Thomas Anderson & Assoc. (Administrator)

David Mitchell... Called the meeting to order, he asked for a Motion for the November 21st Minutes. **Motion made by John Hazzouri to accept, seconded by Paul Helring, all were in favor.**

Correspondence:

E-mail from David Mitchell to Kathy, it was on e-mail forwarded that he got from PFM about changes in the investments that he'll go over in our report in just a bit.

From our attorney to Dave Bulzoni regarding the MMO's, there is also an e-mail here that he sent to the whole Board about the miscalculation of the reduced MMO, that is going to actually be \$5.5 instead of \$4.6 over the two years of reduction in the MMO on the item that we voted on last month regarding changing the Trust Agreement to do the note versus putting the money in directly. There is a copy of the ordinance that as sent to Kathy from Attorney Durkin for when City Council amended the trust last month.

We also received a report from the Auditor General, you might of read in the paper where they came and gave us our crops for the last couple of years and the change of course that we made. There is a copy her provided to the Board.

The report that Mark will be giving us momentarily.

There are e-mails between Mark and Rebecca regarding the \$22.9 milling that was deposited and received by our investment manager for the sewer proceeds note that was taken out this month.

He asked if anybody had any questions about the items he went over in the correspondence that was sent to the Board, no response.

Bills:

In the amount of \$10,592.65 from PFM Asset Management for the period of 10/1-10/31.
Motion to pay made by John Hazzouri, seconded by Danielle Kennedy, all were in favor.

In the amount of \$1,943.00 for legal services to Durkin and MacDonald for 11/20-12/17.
Motion to pay made by Roseann Novembrino, seconded by John Hazzouri, all ere in favor.

Robert Senchak... He asked if there was a proxy for Maggie, Kathy advised him she sent them in before she left. The second thing he wanted to discuss was the vote we had last month, on the amendment to the trust. He walked out of here very unsettled and as he looked over some things, the followed correspondence that we got which pushes the number now to \$5.5 million that the City is saving on this years and next year's MMO. Along with the other correspondence that the \$22.9 million that was in the trust that was to be transferred to our fund is now down to \$18.9 million. He wants to make it part of the record that that vote by the majority of the members at last month gave away \$9.5 million of proceeds that would have gone to this fund. The City is saving \$5.5 million on their MMO's for this year and next year and the sewer proceeds which was the trust fund account which was \$22.9 million and the subsequent notification said that we were going to get \$18.9 million.

Dave said it's a total of \$5.5 million. There was a bond taken out for \$23 million, we got \$22,910 it's not an additional 5, it was an additional \$1 million that was off on the original projection. There's \$1 million that was off on the original projection. There's 2 ½ this year, it's 2.7 this year and 2 something next year, that's the reduced MMO. It's \$5.5 total. Rob said his number is that we are not getting it between this year and next year, \$5.5 million of the original calculation of the MMO before this bond affected the reduction. We gave up \$5.5 million that was going to come to this fund through the MMO. Dave said the extra million was added on because they originally figured it out at \$18 million and then after our vote they decided to take it off the full \$23 million because the lowering of the assumption rate wasn't taken into consideration for calculating the MMO's. But there's also that we haven't presented to the Board yet, he thinks we were misinformed last month, he excess is about \$160,000, excess of the \$23 million in that account that is to get transferred he was told into the pension fund. The only

thing we are out from the sewer proceeds is the \$90,000 in fees to do the note. We did lose the reduced MMO. You were concerned with the \$23 million versus paying the fees and there being an excess. We are getting the excess it's about \$160,000 but the fee for the bond which is about \$90,000 did come out of the sewer proceeds.

Rob said so the total that the City is saving in the MMO's which we're not even realizing is \$5.5 million. Dave said whatever I put in that e-mail roughly because the numbers that he got weren't 100%, the number comes up to about \$5.5 million give or take a little on each side. Rob said that because it was amended that money will be in and it will be used in the actuarial calculation so that will further reduce 21's. Dave said any additional money, it depends because for the deals 20 and 21 they are lowering the assumption rate to $7\frac{1}{4}\%$. So because of lowering it to $7\frac{1}{4}\%$ there are so many variable that go into the MMO. Rob said he thought they had it down to 7. Dave said no it went from 8 to $7\frac{1}{2}\%$ because of taking the COLA's off the retirees. We were at $7\frac{1}{2}\%$ for the last two years going forward we are going down to $7\frac{1}{4}\%$, that's the future.

So when they do the 1/1/19 valuation which is off of what happens Jan 1st so still have another week or two to go. They are going to take 1/1/19's numbers and then they are going to calculate the 20 and 21 MMO's for the City. That's going to be calculated at an assumption rate of \$7.5 million. Because they are lowering the assumption rate by 7.25%, that also causes the MMO to go up a bit because we're assuming to make less money. There is going to be a reduction in there. It should be favorable to the City and their MMO.

Jim Kennedy said what's happened to the MMO's, the MMO's are already done because they're based on the previous ACT 205 Valuation of 17 or 18 and 19. (I couldn't make out everything he said someone was moving paper around drowning out his voice). He continued.. what's happened to the MMO's because of the 1/1/17, the MMO's were already done because they are already based on the previous ACT 205 valuation of 17 or 18 and 19. So there was additional reduction because of ACT 205 and the bond transaction. When we do the valuation it's going to be based on the 1/1/19 and they're going to be based on the discount rate of 7.25. This interim reductions ends and it starts going back again from 2020 and 21 forward because of the discount rate. That's just one factor.

Dave said there is also the factor that Rob is getting at is that there's 2.7 less million put in for the 1/1/19, if they made the full MMO and for the 1/1/19. If they made the full MMO and they didn't take the reduction and put in the \$23 million in that is also having an effect on the 20 and 21. He is trying to summarize what he is saying. For the 20 and the 21 MMO it could have adversarial affect. We could have \$27 million in if they didn't take that discount under ACT 205. What they did was legal and the Board approved it.

Rob said for that to actually happen because of the actions to allow them to change the Trust Agreement. Dave said yes and no, he thinks they were going to take it regardless. It was

pretty much told to us by the City that if we didn't approve it he doesn't know what the amount could have been but they would have then been able to take that discount of the MMO. They could have taken that money off of MMO's anyways. He voted with Rob he understands where he's coming from. Ron said for the health of this fund an action by this Board the health of this fund on action by this Board that reduces the amount of money that is being put into the fund is in his opinion is not in the best interest.

Jim Kennedy... Overall he would suggest congratulations to both the Board and the City. If you think about it when we started off in 2014 Eugene DePasqual coming and talking about the funds and you've made progress going the other way. It has been a lot of work by a lot of people over the last five or so years to get where we are today, we are a lot better off than we were a few years ago Nice work from all of you.

Dave had a quick question just in case he was off. His explanation to the Board is that accurate about how they miscalculated that million dollars because of the assuming 18 versus the \$23 million was going in. Jim said all you have to remember is there was a series of events where the actuary was doing all kinds of different scenarios for the Board and the City. When they first did that when they did was they had the total proceed and they just earmarked because they were asked to do an estimate. How much does it cost in future MMO's if we lower the discount rate from 7.5 to 7.25 and that's where that sort of \$5 million number came from it was just a breakout of that separate from a study standpoint on what it costs. What happened then is no one contemplated that there was going to be this money transaction at year end and in revealing all the final number Beyer Barbara realized when looking at it you could take full advantage of an entire amount of the proceeds that you don't need to net off. So it was basically following ACT 205 to the letter which says what went in basically because of the bond can reduce the amortization of each of the three pension plans and that's why the change happened. It was really just from a reporting standpoint early on that they were breaking those two and they were never even separated. It was like look by lowering the rate 25 basis points this is what the MMO is going to go up over the future years. So absolutely what you said is correct.

Mark Yasenchak... Distributed reports to the Board and made his presentation. He reviewed the Market Index Performance. We did have a good November after a very poor October. The \$7 million that went in and part of the MMO back on the 12th as well as the \$22.9 million we confirmed yesterday, none of that has been invested at this point other than the money has been invested at this point other than the money market fund which is a good thing because last week was a poor performance. It was down just about 3% the past five market days.

That \$32 million that roughly sits in the money market fund with the liquidity that we keep the pension payments the plan going forward I somewhat contingent on a few things. We did invest some of that yesterday about a third of it. He hasn't seen what the total was. They are

waiting to see what the Fed is going to say about the interest rates. It wouldn't surprise him if they didn't do a rate hike today. The decision of what to do next with the remaining 2/3's of the dollar, we have an investment committed meeting tomorrow and we'll talk about that. The overall theme here is putting basically a third of what I currently in the pension plan. 50% of what was already in there into the markets is a big risk. As of today we did invest 1/3 of those dollars.

The general markets as he has said equity markets are down. Fixed income markets are ½ percent negative. Earlier this year bonds were down 3 to 4%. We have seen a significant pull back in interest rates. Right now we're looking at portfolios that are going to be mildly negative at year end. He reviewed the asset allocation and performance. They did get back almost a percent. He thinks the ironic thing about that is that didn't really work well. That quick pop in the market didn't really work well for investment strategies. Fixed income did really very well, stock headed south in October. He thinks all but one active manager underperformed this quarter. Equities did do well. Year to date we're down about ½ percent through November 30th through the 15th, through last Friday. The portfolio was down about 3.5% that is a pretty dramatic drop going into December.

Strategy wise they did make one change coming out of our last meeting on the Fixed Income side of the portfolio, we're still overweight in equities but we're playing with the fixed income side of it with the credit sector. That's the two Van Guard funds at the bottom on the page. We're still overweight those sections but the credit spreads have reduced so much over treasuries that you know it's similar to interest rates as they compress. Otherwise the overall strategy stays the same.

We ended November at \$66,255,995.00 Return on investment was \$627,208.00. To get us to last Friday number December 15th that gets us to \$71,222,338.00. The value that he has as of last night with that deposit was \$92,994,361.00 as of December 18th closing. Dave said between the MMO and the State Aid that included \$10 million and we pay out about \$13 million a year. If our MMO's the next couple of years is \$10 million and we're putting out roughly \$13 million we're at a negative 13 before we make a dollar. We need to make \$3 million a year to pay out to break even, a recession in coming that's positive.

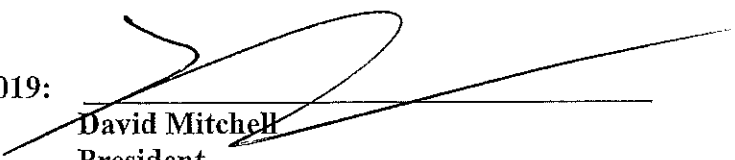
The investment policy I certainly well within policy range. Because of the market pull back we've had there I a little bit of less overweight right now to equities.

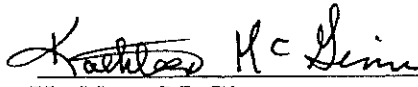
Terri Morgan asked a question which I could not make out.. Dave's response was \$22.9 million transferred and there is an additional \$160,000 in excess that is supposed to be transferred before the end of the year. At last month's meeting we voted to amend the Trust to allow them to take the note out. By doing that it allowed them to lower this year and next year's MMO by \$5.5 million. The actual impact is going to be \$18 million rather than \$23 because the MMO is reduced for this year and next year because of that transaction. If they didn't make that

transaction the MMO there would have been an extra \$5.5 million paid by the City into the MMO. When you correlate both of them together yes they put \$23 million in in one hand but it lowered the other hand the number being put in this year and next by \$5.5 million. So the actual net gain over the next two years would be \$22.9 plus the \$160,000.00

Motion to adjourn made by Paul Helring, seconded by Roseann Novembrino all were in favor.

Minutes approved January 16, 2019:



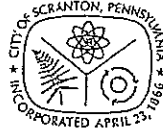
David Mitchell
President

Kathleen McGinn
Recording Secretary

February 20th is our next Meeting.

City of Scranton
Pennsylvania

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JAN 16 2019



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COUNCIL/CITY CLERK

Municipal Pension Fund

NON-UNIFORM MUNICIPAL PENSION

AGENDA

JANUARY 16, 2019

1. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$ 2,276.50 WHICH REPRESENTS SERVICES RENDERED FROM DECEMBER 18, 2018 THROUGH JANUARY 14, 2019.
2. RECEIVED A PENSION APPLICATION FROM CITY EMPLOYEE KATHLEEN MCGINN, WHO HAS BEEN EMPLOYED WITH THE CITY SINCE 1985 AND HAS CONTRIBUTED 399 MONTHS AS OF DECEMBER 31, 2018. MS. MCGINN IS 70 YEARS OF AGE AND IS RETIRING ON JANUARY 31, 2019 WITH A 31-YEAR PENSION AT \$700.00 PER MONTH.
3. RECEIVED A PENSION APPLICATION AND CHECK # 5566 IN THE AMOUNT OF \$11.00 FROM CITY EMPLOYEE MARILYN MILLER. MRS. MILLER HAS CONTRIBUTED 239.5 MONTHS AND IS PAYING FOR AN ADDITIONAL 1/2 MONTH IN ORDER TO BE ELIGIBLE FOR A 20-YEAR PENSION. MRS. MILLER IS 75 YEARS OF AGE AND WILL BE RETIRING ON JANUARY 31, 2019 WITH A PENSION OF \$550.00 PER MONTH.

4. RECEIVED A PENSION APPLICATION FROM LIBRARY EXECUTIVE DIRECTOR JOHN FINNERTY. MR. FINNERTY HAS BEEN AN EMPLOYEE OF THE LIBRARY SINCE 1962 AND HAS BEEN CONTRIBUTING TO THE NON-UNIFORM PENSION SINCE 1967. HE IS 72 YEARS OF AGE AND IS ELIGIBLE TO RECEIVE A PENSION OF \$700.00 PER MONTH WHEN HE RETIRES ON FEBRUARY 28, 2019.

Thomas J. Anderson & Associates, Inc.

MUNICIPAL PENSION SPECIALISTS

TJA

115 WESTTOWN RD., STE 101
WEST CHESTER, PA 19382
(610) 430-3385 FAX (610) 430-3387

January 21, 2019

Mr. David Bulzoni
Business Administrator
CITY OF SCRANTON
340 N. Washington Avenue
Scranton, PA 18503

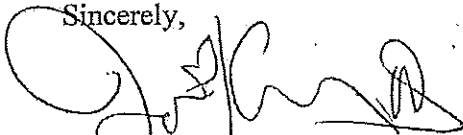
RE: 2018 & 2019 Revised MMOs based on 2018 Pension Bond Transaction

Dear David:

Attached are the REVISED Financial Requirement and Minimum Municipal Obligations (MMOs) for your municipality's Pension Plan(s) for 2018 and 2019 that were revised by Beyer Barber based on the recent 2018 Pension bond transaction. Act 205 requires that the Chief Administrative Officer (CAO) of the pension plan(s) shall submit to the governing body of the municipality the financial requirements of the pension plan(s).

These reporting requirements will be closely monitored by the Department of the Auditor General in future audits. Therefore, if you should have any questions concerning any of the above, please do not hesitate to contact our office. Upon approval, please forward a signed copy of the revised 2018 and 2019 MMOs for our records.

Sincerely,



JAMES P. KENNEDY
President

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JAN 22 2019
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COUNCIL/CITY CLERK

**REVISED PER BOND TRANSACTION
PROJECTED CALCULATION OF 2018 MINIMUM MUNICIPAL OBLIGATION FOR CITY OF SCRANTON**

		<u>POLICE PENSION PLAN</u>	<u>FIREMEN'S PENSION PLAN</u>	<u>NON-UNIFORMED EMPLOYEES PENSION PLAN</u>	<u>TOTAL PENSION PLANS</u>
1 TOTAL ANNUAL PAYROLL Estimated Payroll		\$10,800,000	\$10,500,000	\$5,800,000	\$27,100,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/17		10.11%	9.35%	1.35%	7.94%
3 TOTAL NORMAL COST (Item 1 x Item 2)		\$1,091,880	\$981,750	\$78,300	\$2,151,930
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)		\$3,543,140	\$5,507,746	\$648,124	\$9,699,010
5 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation)		\$55,000	\$50,000	\$65,000	\$170,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)		\$4,690,020	\$6,539,496	\$791,424	\$12,020,940
7 TOTAL MEMBERS CONTRIBUTIONS		\$648,000	\$630,000	\$36,500	\$1,314,500
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)		\$0	\$0	\$0	0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)		\$4,042,020	\$5,909,496	\$754,924	\$10,706,440

BASED UPON 1-1-17 ACTUARIAL VALUATION

**REVISED PER BOND TRANSACTION
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2018**

NAME OF MUNICIPALITY:
COUNTY:

CITY OF SCRANTON
LACKAWANNA

POLICE
PENSION PLAN

1 TOTAL ANNUAL PAYROLL Estimated Payroll	\$10,800,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/17	10.11%
3 TOTAL NORMAL COST (Item 1 x Item 2)	\$1,091,880
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)	\$3,543,140
5 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation)	\$55,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)	\$4,690,020
7 TOTAL MEMBERS CONTRIBUTIONS	\$648,000
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)	\$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)	\$4,042,020

Signature of Chief Administrative Officer

Date Certified to Governing Body

**REVISED PER BOND TRANSACTION
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2018**

<i>NAME OF MUNICIPALITY:</i>	CITY OF SCRANTON	FIRE
<i>COUNTY:</i>	LACKAWANNA	PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll		\$10,500,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/17		9.35%
3 TOTAL NORMAL COST (Item 1 x Item 2)		\$981,750
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)		\$5,507,746
5 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation)		\$50,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)		\$6,539,496
7 TOTAL MEMBERS CONTRIBUTIONS		\$630,000
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)		\$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)		\$5,909,496

Signature of Chief Administrative Officer

Date Certified to Governing Body

**REVISED PER BOND TRANSACTION
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2018**

<i>NAME OF MUNICIPALITY:</i> <i>COUNTY:</i>	CITY OF SCRANTON LACKAWANNA	NON-UNIFORMED PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll		\$5,800,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/17		1.35%
3 TOTAL NORMAL COST (Item 1 x Item 2)		\$78,300
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)		\$648,124
5 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation)		\$65,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)		\$791,424
7 TOTAL MEMBERS CONTRIBUTIONS		\$36,500
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)		\$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)		\$754,924

Signature of Chief Administrative Officer

Date Certified to Governing Body

**REVISED PER BOND TRANSACTION
PROJECTED CALCULATION OF 2019 MINIMUM MUNICIPAL OBLIGATION FOR CITY OF SCRANTON**

	<u>POLICE PENSION PLAN</u>	<u>FIREMEN'S PENSION PLAN</u>	<u>NON-UNIFORMED EMPLOYEES PENSION PLAN</u>	<u>TOTAL PENSION PLANS</u>
1 TOTAL ANNUAL PAYROLL Estimated Payroll	\$11,000,000	\$10,700,000	\$5,900,000	\$27,600,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/17	10.11%	9.35%	1.35%	7.94%
3 TOTAL NORMAL COST (Item 1 x Item 2)	\$1,112,100	\$1,000,450	\$79,650	\$2,192,200
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)	\$3,350,901	\$5,376,294	\$571,509	\$9,298,704
5 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation)	\$55,000	\$50,000	\$65,000	\$170,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)	\$4,518,001	\$6,426,744	\$716,159	\$11,660,904
7 TOTAL MEMBERS CONTRIBUTIONS	\$660,000	\$642,000	\$37,000	\$1,339,000
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)	\$0	\$0	\$0	0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)	\$3,858,001	\$5,784,744	\$679,159	\$10,321,904

BASED UPON 1-1-17 ACTUARIAL VALUATION

**REVISED PER BOND TRANSACTION
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2019**

NAME OF MUNICIPALITY:
COUNTY:

CITY OF SCRANTON
LACKAWANNA

POLICE
PENSION PLAN

1 TOTAL ANNUAL PAYROLL Estimated Payroll	\$11,000,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/17	10.11%
3 TOTAL NORMAL COST (Item 1 x Item 2)	\$1,112,100
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)	\$3,350,901
5 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation)	\$55,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)	\$4,518,001
7 TOTAL MEMBERS CONTRIBUTIONS	\$660,000
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)	\$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)	\$3,858,001

Signature of Chief Administrative Officer

Date Certified to Governing Body

**REVISED PER BOND TRANSACTION
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2019**

NAME OF MUNICIPALITY:
COUNTY:

CITY OF SCRANTON
LACKAWANNA

FIRE
PENSION PLAN

1 TOTAL ANNUAL PAYROLL Estimated Payroll	\$10,700,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/17	9.35%
3 TOTAL NORMAL COST (Item 1 x Item 2)	\$1,000,450
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)	\$5,376,294
5 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation)	\$50,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)	\$6,426,744
7 TOTAL MEMBERS CONTRIBUTIONS	\$642,000
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)	\$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)	\$5,784,744

Signature of Chief Administrative Officer

Date Certified to Governing Body

**REVISED PER BOND TRANSACTION
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL
OBLIGATION BUDGET FOR 2019**

NAME OF MUNICIPALITY:
COUNTY:

CITY OF SCRANTON
LACKAWANNA

NON-UNIFORMED
PENSION PLAN

1 TOTAL ANNUAL PAYROLL Estimated Payroll	\$5,900,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation) 1/1/17	1.35%
3 TOTAL NORMAL COST (Item 1 x Item 2)	\$79,650
4 AMORTIZATION REQUIREMENT (Derived from latest actuarial valuation)	\$571,509
5 TOTAL ADMINISTRATIVE EXPENSES (Derived from latest actuarial valuation)	\$65,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)	\$716,159
7 TOTAL MEMBERS CONTRIBUTIONS	\$37,000
8 FUNDING ADJUSTMENT (Derived from latest actuarial valuation)	\$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)	\$679,159

Signature of Chief Administrative Officer

Date Certified to Governing Body

TAX ASSESSOR'S REPORT

Hearing Date 01/16/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Preced/Current Assessed Value	After Appeal Value
10:00 AM	MARTINELLI MICHAEL F IV & DIAN	OLD FORGE	1750302000504		65500	30000
10:20 AM	CHELLINO GERALD & KATHRYN M	ARCHBALD	09402050006		47000	28500
10:40 AM	JINDE NGS INC	CARBONDALE CITY	0451307000118	BOYD HUGHES	1500	1500
10:50 AM	PENN EAST FEDERAL CREDIT UNIO	DICKSON CITY	1130303001121	PATRICK LAVELLE	324200	324200
11:00 AM	RAMSEY MARY C	FELL TWP	0150301000703		13000	11500
11:10 AM	CARLO STEPHEN J JR & CAITLON E	JEFFERSON	15101020001		52000	32000
11:20 AM	HINE ROBERT JR	JEFFERSON	1490205000146		10000	10000
11:30 AM	MAGANZINI STEPHEN JR & ELIZA	JEFFERSON TWP	1490205000144		44000	30000
11:40 AM	INGRISANO ROSALIE	MADISON TWP	1820301000901		19400	17900
11:50 AM	PASTORE JAMES	MADISON TWP	1820301000904		20500	15500
12:10 PM	BAUGHAN JOSEPH & CYNTHIA L	BENTON TWP	0281401000102		72000	36500
12:20 PM	MURPHY ROBERT & CHESIK S	BENTON TWP	0400101000403	GREGORY PASCALE	48000	38000
12:30 PM	STARK MARY K	DALTON	0680203000101		13700	10000
12:40 PM	HOLL CAROLE A	DUNMORE	1470503002950		30500	23500
12:50 PM	BEVILACQUA ROSARIO & JESSICA	NEWTON TWP	1110301002864		87400	72000
1:00 PM	LUCKER COREY D & NICOLE M	ROARING BROOK TWP	1700101001141		63500	41231
1:20 PM	HEA JOSEPH & SUZANNE	SOUTH ABINGTON TWP	0990202000106		45900	25000
1:30 PM	HARTZ RYAN & RACHEL	SOUTH ABINGTON TWP	0990202000202		82000	67000
1:40 PM	MAGLIOCCHI ROBERT & MARIA	THROOP	1250302000162		12000	10000
1:50 PM	QUINNAN PAUL J & DIANE R	SCRANTON	167060300006		13000	13000
2:00 PM	VALSH BRIAN J & LORI E	SCRANTON	146050500008		14300	11300
2:10 PM	VALKER ANNE & JAMES J	SOUTH ABINGTON	0910201004621	JAMES TRESSLER	63200	60000
2:20 PM	MIELNIKOWSKI ALEXANDER & CAR	NEWTON TWP	1310301000305		10000	7000
2:30 PM	MCCRACKEN CATHY & STEPHEN M	SPRINGBROOK	20403010001		45400	38500
2:40 PM	ADDEN JOSEPH	SCRANTON	1241302003001		10000	10000
2:40 PM	ADDEN JOSEPH	SCRANTON	12413020030		6200	5500
2:50 PM	MILLET REAL ESTATE	DICKSON CITY	1130303000903		175000	600000

TOTAL RECORDS

27

Linda Crofton 5709636385

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TAX ASSESSOR'S REPORT

Hearing Date: 01/30/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assesed Value	After Appeal Value
10:00 AM	KOZLANSKY GEORGE P & GERALD E	SCRANTON	1232004001202	PAUL KELLY	1000	
10:10 AM	WEISEL HARRY E JR & CAROYL W	ROARING BROOK	18802020005		11755	
10:20 AM	ACADEMY II LP	MOSCOW	1981103000201		720000	
10:30 AM	WALTERS JAMES	NEWTON TWP	1100301000101		29500	
10:40 AM	MICKLE WENDY R	NEWTON	1200201002201		1000	
10:50 AM	SHAPIRO JOEL M & SUSAN M	SOUTH ABINGTON TWP	08102060007		24000	
11:00 AM	MARIOTTI, RICHARD F & JILL A	SOUTH ABINGTON	1120101000120		43600	
11:10 AM	MITCHELL MARGARET S	SOUTH ABINGTON TWP	1000101002007	MARK CONWAY	37000	
11:20 AM	DRAGANN BRENDAN N & HEATHER	WAVERLY	0810307000608	PATRICK LAVALLE	132000	
11:30 AM	DWMP ASSOCIATES LLC	GREENFIELD TWP	00404010018	PATRICK LAVALLE	109500	
11:40 AM	HOLLERAN BRENDEN G & GAUGHA	GREENFIELD TWP	0120401000202		5000	
11:50 AM	CELIA CHRISTOPHER & BARKOFSK	ARCHBALD	10405060013	GUY VALVANO	40850	
12:00 PM	NOTO THOMAS & GINA	ARCHBALD	1040601000171		98000	
12:10 PM	MAYNE NATHAN & BAILEY ALYSSA	ARCHBALD	07417010004		15500	
12:20 PM	MANGUSO B & GILES R & WILLIAMS	BLAKELY	1041302002001	RICHARD FANUCCI	10000	
12:30 PM	MANNAF MOHAMMAD & HOSSAIN S	BLAKELY	10414010016		12000	
12:40 PM	BOLAND C III & FLANNERY KELLY	MOOSIC	18504030028		70500	
12:50 PM	BIRCHWOOD ESTATES REALTY LLC	OLD FORGE	17503020004	DONALD ROBERTS	1141000	
1:00 PM	TGF PROPERTIES LLC	TAYLOR	16614010013		32500	
1:10 PM	MOYLAN KEVIN M & CHRISTINE M	ARCHBALD	0940101001535		61000	
1:20 PM	FELKOWSKI SCOT M & BROWN DAVI	OLD FORGE	17508010018		10500	

TOTAL RECORDS 21

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Tuesday, January 22, 2019

Page 1 of 1

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54

**MINUTES OF THE REGULAR
MEETING OF THE MEMBERS OF
SCRANTON HOUSING AUTHORITY
NOVEMBER 5, 2018**

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**OFFICE OF CITY
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The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on November 5, 2018.

Pledge of Allegiance.

Mrs. Mary Anne Sinclair, Madame Chairman, called the meeting to order. Roll call please.

1. Roll Call.

Present

Mary Anne Sinclair
Thomas J. Galella, Jr.
Mary Clare Kingsley
Devendrabhai Dave

Absent

Terrence V. Gallagher

In addition to the board members, those in attendance were Gary P. Pelucacci, Executive Director, Karl P. Lynott, Deputy Executive Director; Boyd Hughes, Solicitor, and Ann Frye, Executive Assistant to the Executive Director.

2. Executive Session.

Mrs. Sinclair: Executive Session.

Attorney Hughes: Yes, Madame Chairman, we discussed personnel and litigation.

Mrs. Sinclair: Thank you.

3. Approval of the minutes of the Regular Meeting held October 1, 2018.

Mrs. Sinclair: Approval of the minutes of the regular meeting held October 1, 2018.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows:

AYES	NAYS
Mary Anne Sinclair	None
Thomas J. Galella, Jr.	
Mary Clare Kingsley	
Devendrabhai Dave	

4. Treasurer's Report for the period September 27, 2018 to October 31, 2018.

Mrs. Sinclair: Treasurer's Report for the period September 27, 2018 to October 31, 2018.

Mr. Galella: This report is as of October 31, 2018. The balances in our checking accounts and Money Market accounts are \$3,819,072.22. The Section 8 NRA Fund has a balance of \$554.86. This savings account is required by HUD to deposit excess HAP funds not used by the Authority. The payroll account will now be listed as the bank is requiring the account to have on deposit the amount of the direct deposit funds two days prior to the disbursement of the funds. Thus, the SHA will keep at minimum at least \$75,000 on deposit in the payroll account. Investments made in Certificates of Deposits amounted to \$4,650,462.58. Petty Cash totaled \$300.00, for a grand total of \$8,470,389.66. Paid bills from September 27, 2018 to October 31, 2018 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Ms. Kingsley: So moved.

Mr. Dave: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair
 Thomas J. Galella, Jr.
 Mary Clare Kingsley
 Devendrabhai Dave

None

5. Secretary's Report.

Mrs. Sinclair: Secretary's Report.

Mr. Pelucacci: There is nothing to report at this time, Madame Chairman.

6. Committee Reports.

6.(a) Chairman Report.

Mrs. Sinclair: Committee Reports, I have nothing to report at this time. Executive Director's Report.

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madame Chairman. Under our Utility Report for the month of September, 2018 our total utility cost was \$166,714.01 and for the month of October, 2018 our total utility cost was \$118,348.64.

On our Tenant's Accounts Receivable Report, for the month of August, 2018 we had a total of 299 delinquents totaling \$165,981.78; for the month of September, 2018 we had 275 delinquents totaling \$164,165.15 and for the month of October, 2018 we had 271 delinquents totaling \$142,267.30.

On our Construction Report Madame Chairman, work is progressing on the comprehensive renovation of buildings 15 and 17 and the new gas distribution system at Valley View Terrace.

Work is progressing on the implementation of our Energy Conservation measures through our Energy Performance Contract.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Attorney Hughes, do you have anything under Solicitor's Report?

6.(c) Solicitor Report.

Attorney Hughes: Yes, Madame Chairman, the only thing I have is Item 8(c) the bid opening for the Electrical Maintenance and my opinion is attached.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madame Chairman. Under our Public Housing Program, we have an A.C.C. of 1,268 units with 1,206 units under effective lease. There are Sixty-Two (62) vacant apartments in which Seventeen (17) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 828 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of October 31, 2018, are 2,034 out of an A.C.C. of 2,318.

That concludes the Apartment Report, Madame Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

Mr. Pelucacci: Not to my knowledge, Madame Chairman.

Mrs. Sinclair: New Business.

8. New Business.

8.(a) Resolution No. 19-2 – Approval of the Section 8 Management Assessment Program Certification (SEMAP).

Mr. Pelucacci: Madame Chairman, Item 8.(a) is Resolution No. 19-2 which is the Section 8 Management Assessment Program Certification (SEMAP).

“Whereas, the U.S. Department of Housing and Urban Development has established a Section 8 Management Assessment Program (SEMAP); and

Whereas, the U.S. Department of Housing and Urban Development has developed SEMAP to objectively measure Public Housing agency Performance in key Section 8 Tenant-Based Assistance Program areas; and

Whereas, the Scranton Housing Authority in conformance with SEMAP has reviewed, assessed and completed the SEMAP Certification Form HUD-52648; and

Now, Therefore, Be It Resolved that the Scranton Housing Authority Board of Commissioners do hereby certify that the SEMAP Certification Form, attached to and made a part hereof, is true and accurate.”

It would be my recommendation that the Board of Commissioners pass Resolution No. 19-2.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair
Thomas J. Galella, Jr.
Mary Clare Kingsley
Devendrabhai Dave

None

8.(b) Resolution No. 19-3 – Approval for the Disposal of Excess Equipment.

Mr. Pelucacci: Madam Chairman, Item 8.(b) is Resolution No. 19-3 which is for the approval to dispose of excess equipment.

“Whereas, the Scranton Housing Authority on June 5, 2000 adopted an Amended Disposition Policy; and

Whereas, in accordance with said Disposition Policy equipment and/or personal property that is worn out, obsolete or surplus to the needs of the Housing Authority excess to be disposed of, must be written off and disposed of in an efficient manner; and

Now, Therefore, Be It resolved that the Board of Commissioners of the Scranton Housing Authority hereby approved the attached list, designated as Exhibit “A” of worn out excess equipment from the referenced developments be written off and disposed of in an efficient manner.”

It would be my recommendation that the Board of Commissioners pass Resolution No. 19-3.

Ms. Kingsley: So moved.

Mr. Dave: Second.

Upon roll call, the ayes and nays were as follows.

AYES

Mary Anne Sinclair
Thomas Galella
Mary Clare Kingsley
Devendrabhai Dave

NAYS

None

8.(c) Bid Opening – October 24, 2018 – Electrical maintenance for all SHA Developments.

Mr. Pelucacci: Yes Madame Chairman, we had a bid opening on October 24, 2018 at 10:00 a.m. for Electrical Maintenance work for all developments. We received four bids for the Electrical Maintenance work. The first bid was from Joyce Electrical Inc. for a total rate of \$71 dollars and 90 cents per hour (which is \$63.95 per hour base rate and \$7.00 dollars and 95

cents per hour for a service truck). The second bid was from Leber Electric for a total rate of \$80 dollars per hour (which is \$65.00 dollars per hour base rate and \$15.00 dollars per hour for a service truck). The third bid was from G.R. Noto for a total rate of \$83 dollars per hour (which is \$67.00 dollars per hour base rate and \$16 dollars per hour for a service truck). The fourth bid from Urban electrical for a total rate of \$94 dollars per hour (which is \$79 dollars per hour base rate and \$15 dollars for a service truck). The bids were reviewed by Authority staff and our Solicitor.

It would be my recommendation to make the award to the lowest bidder Joyce Electrical, Inc. for a total rate of \$71 dollars and 90 cents per hour in which that is broken down into \$63 dollars and 95 cents for the base rate and \$7.00 dollars and 95 cents per hour for a service truck. This contract is for a term one year or \$300,000 dollars, whichever occurs first.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES

Mary Anne Sinclair
Thomas Galella
Mary Clare Kingsley
Devendrabhai Dave

NAYS

None

8.(d) Resolution No. 19-4 – Approval for the Executive Director to Enter into a Memorandum of Agreement between the Scranton Housing Authority and the Lackawanna County District Attorney's Office.

Mr. Pelucacci: Item 8.(d) is Resolution No. 19-4 which is to approve the Executive Director to enter into a Memorandum of Agreement between the Scranton Housing Authority and the Lackawanna County District Attorney's Office.

“Whereas, the Scranton and the Lackawanna County District Attorney’s Office is desirous to enter into an agreement to act in concert in an effort to create a drug and crime-free environment, and to provide for the safety and protection of the residents of the Scranton Housing Authority’s Public Housing Developments; and

Whereas, the United States Department of Housing and Urban Development reviewed and found the Memorandum of Agreement to be acceptable; and

Now, Therefore, Be It Resolved that the Board of Commissioners of the Scranton Housing Authority hereby approve entering into a Memorandum of Agreement between the Scranton Housing Authority and the Lackawanna County District Attorney’s Office.”

It would be my recommendation that the Board of Commissioners pass Resolution No. 19-4.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair
Thomas Galella
Mary Clare Kingsley
Devendrabhai Dave

None

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no resignations or retirements. There is currently no one on workers compensation. Paul Morgan is currently on long term disability and Mary Naughton is currently on long term disability.

That concludes my part of the personnel report Madame Chairman.

Ms. Kingsley: I would like to make a motion to give all full-time employees of the Scranton Housing Authority a raise. The raise for each employee will be a 4% increase to their current base salary or a \$1,700.00 dollars increase to their current base salary. Each employee will select which increase they would prefer. The raise will be effective November 1, 2018.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES

Mary Anne Sinclair
Thomas Galella
Mary Clare Kingsley
Devendrabhai Dave

NAYS

None


Mr. Pelucacci: On behalf of the employees of the Scranton Housing Authority we want to thank the Board of Commissioners for their continued support. That concludes the Personnel Report.

10. Public Comment.

(No one present for Public Comment.)

11. Adjournment.

There being no further business to come before the board, the meeting was adjourned at the call of the Chair on motion made by Mr. Galella, and seconded by Mr. Dave.


Mary Clare Kingsley, Assistant Secretary

Certificate

I, Mary Clare Kingsley, hereby certify that:

1. I am the duly appointed, qualified and Assistant Secretary of the Scranton Housing Authority.

2. I am custodian of the records of said Authority.

3. The attached copy of the Minutes of the Regular Meeting of said Authority held November 5, 2018 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on December 3, 2018 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 3rd DAY of DECEMBER, 2018.


Mary Clare Kingsley
Assistant Secretary

**MINUTES OF THE REGULAR
MEETING OF THE MEMBERS OF
SCRANTON HOUSING AUTHORITY
DECEMBER 3, 2018**

RECEIVED

JAN 22 2019

**OFFICE OF CITY
COUNCIL/CITY CLERK**

The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on December 3, 2018.

Pledge of Allegiance.

Mrs. Mary Anne Sinclair, Madame Chairman, called the meeting to order. Roll call please.

1. Roll Call.

Present

Mary Anne Sinclair
Thomas J. Galella, Jr.
Mary Clare Kingsley
Devendrabhai Dave

Absent

Terrence V. Gallagher

In addition to the board members, those in attendance were Gary P. Pelucacci, Executive Director, Karl P. Lynott, Deputy Executive Director; and Boyd Hughes, Solicitor.

2. Executive Session.

Mrs. Sinclair: Executive Session.

Attorney Hughes: Yes, Madame Chairman, we discussed personnel and litigation.

Mrs. Sinclair: Thank you.

3. Approval of the minutes of the Regular Meeting held November 5, 2018.

Mrs. Sinclair: Approval of the minutes of the regular meeting held November 5, 2018.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows:

AYES

NAYS

Mary Anne Sinclair
 Thomas J. Galella, Jr.
 Mary Clare Kingsley
 Devendrabhai Dave

None

4. Treasurer's Report for the period ~~November 1, 2018~~ November 28, 2018

Mrs. Sinclair: Treasurer's Report for the period November 1, 2018 to November, 28, 2018.

Mr. Galella: This report is as of November 28, 2018. The balances in our checking accounts and Money Market accounts are \$4,073,738.13. The Section 8 NRA Fund has a balance of \$1,554.87. This savings account is required by HUD to deposit excess HAP funds not used by the Authority. The payroll account will now be listed as the bank is requiring the account to have on deposit the amount of the direct deposit funds two days prior to the disbursement of the funds. Thus, the SHA will keep at minimum at least \$75,000 on deposit in the payroll account. Investments made in Certificates of Deposits amounted to \$4,650,462.58. Petty Cash totaled \$300.00, for a grand total of \$8,726,055.58. Paid bills from November 1, 2018 to November 28, 2018 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Mr. Dave: So moved.

Ms. Kingsley: Second.

Upon roll call, the ayes and nays were as follows.

AYES

Mary Anne Sinclair
 Thomas J. Galella, Jr.
 Mary Clare Kingsley
 Devendrabhai Dave

NAYS

None

5. Secretary's Report.

Mrs. Sinclair: Secretary's Report.

Mr. Pelucacci: There is nothing to report at this time, Madame Chairman.

6. Committee Reports.

6.(a) Chairman Report.

Mrs. Sinclair: Committee Reports, I have nothing to report at this time. Executive Director's Report.

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madame Chairman. Under our Utility Report for the month of October, 2018 our total utility cost was \$183,548.64 and for the month of November, 2018 our total utility cost was \$132,333.94.

On our Tenant's Accounts Receivable Report, for the month of September, 2018 we had a total of 275 delinquents totaling \$164,165.15; for the month of October, 2018 we had 271 delinquents totaling \$142,267.30 and for the month of November, 2018 we had 278 delinquents totaling \$173,460.77.

On our Construction Report Madame Chairman, work is progressing on the comprehensive renovation of buildings 15 and 17 and the new gas distribution system at Valley View Terrace.

Work is progressing on the implementation of our Energy Conservation measures through our Energy Performance Contract.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Attorney Hughes, do you have anything under Solicitor's Report?

6.(c) Solicitor Report.

Attorney Hughes: Yes, Madame Chairman, the only thing I have is Item 8(a) the bid opening for frost free refrigerators and my opinion is attached.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madame Chairman. Under our Public Housing Program, we have an A.C.C. of 1,268 units with 1,211 units under effective lease. There are Fifty-seven (57) vacant apartments in which Seventeen (17) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 827 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of November, 30, 2018, are 2,038 out of an A.C.C. of 2,318.

That concludes the Apartment Report, Madame Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

Mr. Pelucacci: Not to my knowledge, Madame Chairman.

Mrs. Sinclair: New Business.

8. New Business.

Mr. Pelucacci: Madame Chairman, Item 8. (a) is for a bid opening we had on November 20, 2018 at 10:00 AM for fifty (50) frost free refrigerators for all Developments. We received two (2) bids. We received one bid from Total Convenience Solutions for \$448.00

dollars each. We received one bid from G.E. Appliances for \$469.00 dollars each. The reviews were reviewed by staff and our solicitor. It would be my recommendation to make the award to the lowest bidder, Total Convenience Solutions at \$448.00 dollars per refrigerator for a total amount of \$22,400 dollars for 50 refrigerators.

Ms. Kingsley: So moved.

Mr. Dave: Second.

Upon roll call, the ayes and nays were as follows.

AYES	NAYS
Mary Anne Sinclair	None
Thomas J. Galella, Jr.	
Mary Clare Kingsley	
Devendrabhai Dave	

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have two retirements.

Mary Naughton, Public Housing Manager, advised us that she will be retiring effective November 30, 2018. Mary started with the Scranton Housing Authority on February 10, 1995.

Robert Trudnak, Housing Inspector, has advised us that he will be retiring December 31, 2018.

Bob started with the Scranton Housing Authority on September 6, 1994.

I want to thank Mary and Bob for their dedication in serving our residents and wish them many years of health and happiness in their retirement.

There is currently no one on workers compensation. Paul Morgan is currently on long term disability.

Mr. Pelucacci: That concludes the Personnel Report Madame Chairman.

10. Public Comment.

(No one present for Public Comment.)

11. Adjournment.

There being no further business to come before the board, the meeting was adjourned at the call of the Chair on motion made by Mr. Galella, and seconded by Mr. Dave.



Mary Clare Kingsley, Assistant Secretary

Certificate

I, Mary Clare Kingsley, hereby certify that:

1. I am the duly appointed, qualified and Assistant Secretary of the Scranton Housing Authority.

2. I am custodian of the records of said Authority.

3. The attached copy of the Minutes of the Regular Meeting of said Authority held December 3, 2018 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on January 7, 2019 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 7th DAY of January, 2019.


Mary Clare Kingsley
Assistant Secretary

FILE OF THE COUNCIL NO.

2019

AN ORDINANCE

ESTABLISHING A "NO PARKING" ZONE ALONG THE SOUTHERLY SIDE OF LACKAWANNA AND JEFFERSON AVENUE (S.R. 3018) FROM SEGMENT 0010 OFFSET 0300 (KRESSLER COURT INTERSECTION) EXTENDING NORTH TO A DRIVEWAY, AT SEGMENT 0010 OFFSEET 0630.

WHEREAS, one existing driveway (Kressler Court) enters and exits onto Lackawanna Avenue a state highway; and

WHEREAS, Pennsylvania Department of Transportation's (PennDOT's) minimum safe site distance for driveways requirements mandate that certain parking restrictions be implemented; and

WHEREAS, one proposed driveway enters and exits on Lackawanna Avenue a state highway; and

WHEREAS, regulations contained in the City of Scranton Zoning Ordinance requiring minimum safe site distance for driveways mandate that certain parking restrictions be implemented; and

WHEREAS, among the above requirements is the need to eliminate parking for a specific sight distance on either side of the driveways.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON as follows:

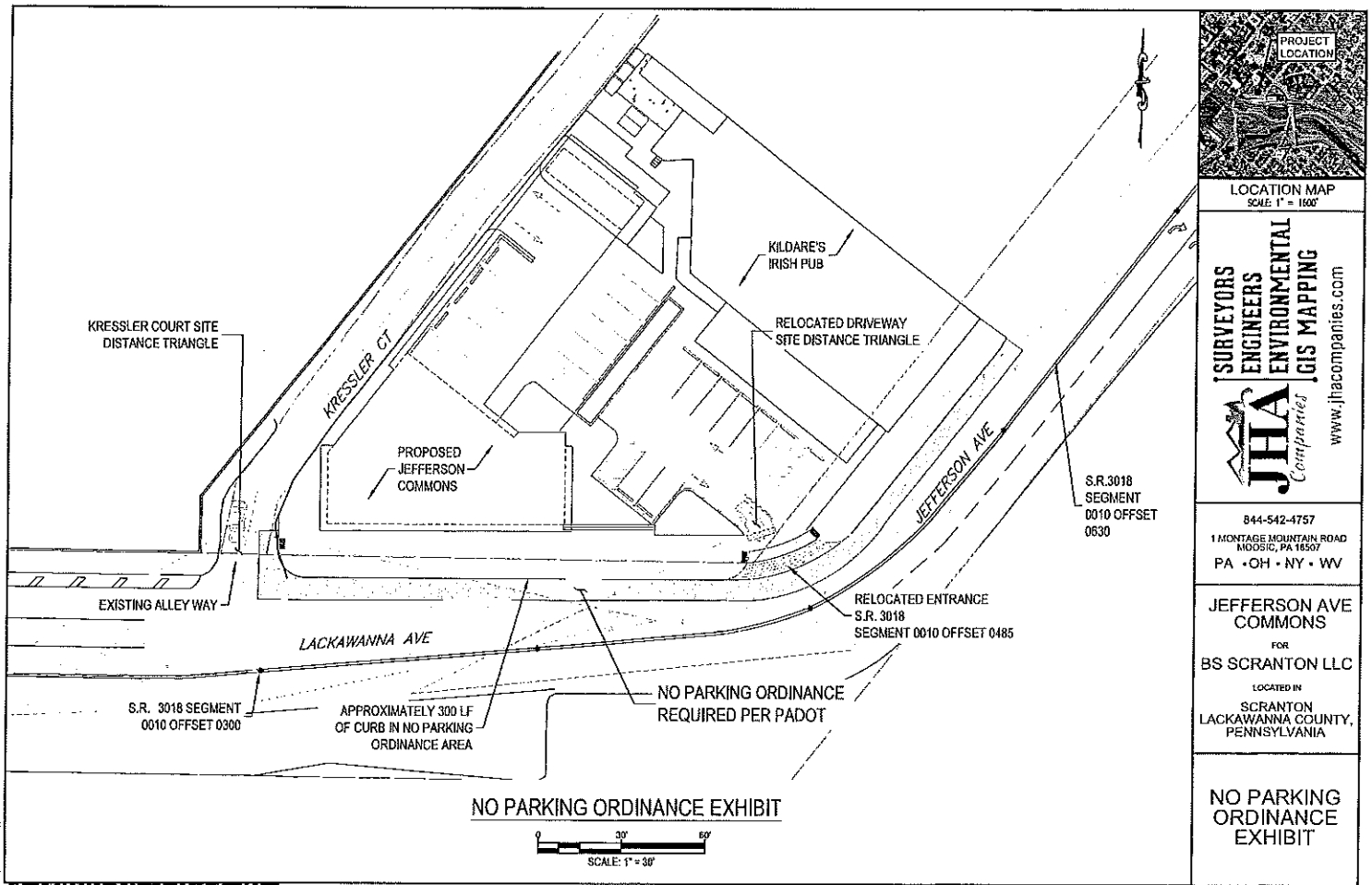
SECTION 1. A "No Parking" zone is hereby established as follows:

- A. Along the southerly curb line of SR 3018, known as Lackawanna Avenue, from SR3018 Segment 0010 Offset 0300 to Segment 0010 Offset 0630 for a distance of three hundred feet (300 ft.) along the southerly curb line (more or less) of Lackawanna Avenue, as shown on the attached Exhibit.

SECTION 2. 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 3. This Ordinance shall become effective immediately upon approval.

SECTION 4. 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 Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.





DEPARTMENT OF LAW

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

January 15, 2019

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE ESTABLISHING A "NO PARKING" ZONE
ALONG THE SOUTHERLY SIDE OF LACKAWANNA AND JEFFERSON AVENUE
(S.R. 3018) FROM SEGMENT 0010 OFFSET 0300 (KRESSLER COURT
INTERSECTION) EXTENDING NORTH TO A DRIVEWAY, AT SEGMENT 0010
OFFESET 0630.

Respectfully,

Jessica Eskra (S)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

JAN 16 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

FILE OF THE COUNCIL NO. _____

2019

AN ORDINANCE

APPROVING AND ACCEPTING THE SUBMISSION OF THE CITY OF SCRANTON'S OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT'S FIVE YEAR REVOLVING LOAN FUND (RLF) PLAN AS REQUIRED BY THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA).

WHEREAS, the City of Scranton was the recipient of a grant from the United States Economic Development Administration in 1991 from which six hundred thousand dollars (\$600,000.00) was designated as a revolving loan fund in accordance with the terms of the grant agreement dated May 13, 1991, Project No. 01-39-03140 between the City and EDA (the "EDA Grant Agreement"; and

WHEREAS, the City of Scranton utilizes this revolving loan fund in order to provide capital for business development and expansion opportunities that attracts and leverages additional investment, resulting in creating employment/retention for the residents of the City of Scranton; and

WHEREAS, every five years the City of Scranton is required to revise, submit and receive approval for the City's Five-Year Revolving Loan Fund (RLF) Plan according to the U. S. Department of Commerce's Economic Development Administration (EDA) regulations.; and

WHEREAS, the City has complied with the U.S. Department of Commerce's Economic Administration (EDA) recommendations concerning the City's Five-Year Revolving Loan Fund (RLF) Plan.; and

WHEREAS, in order for this plan to be officially approved by the U. S. Department of Commerce's Economic Development Administration (EDA) the City of Scranton through its Office of Economic and Community Development must receive approval from Scranton City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the City of Scranton's Five Year Revolving Loan Fund (RLF) Plan is hereby approved in order to comply with and receive official approval from the U.S. Department of Commerce's Economic Development Administration (EDA).

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 interest 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 applicable law arising under the laws of the State of Pennsylvania.



Office of Economic and
Community Development

January 15, 2019

Atty. Jessica Eskra
340 North Washington Avenue
City Hall
Scranton, PA 18503

Re: City of Scranton
U. S. Department of Commerce
Economic Development Administration
Revolving Loan Fund Program
Five Year Plan

Dear Atty. Eskra:

Attached is a Resolution along with the City of Scranton/OECD's Revolving Loan Fund Program Five Year Plan that needs City Council approval.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Linda B. Aebli".

Linda B. Aebli
Executive Director

Lba/
Attachments



UNITED STATES DEPARTMENT OF COMMERCE
Economic Development Administration
Philadelphia Regional Office
Robert N.C. Nix Federal Building
900 Market Street, Room 602
Philadelphia, PA 19107

6/7 1 5 2618

Ms. Linda Aebli
Executive Director
City of Scranton Office of Economic and Community Development
340 N. Washington Avenue
Scranton, PA 18503

Re: EDA Project No. 01-39-03140

Dear Ms. Aebli:

Thank you for the submission of City of Scranton Office of Economic and Community Development's Five Year Revolving Loan Fund (RLF) Plan. The Philadelphia Regional Office has completed its review, in accordance with EDA regulations; and is pleased to announce that your RLF Plan is conditionally approved.

In order for the RLF Plan to be fully approved, the items listed below must be added to the RLF Plan within 30 days from the date of this letter.

- Date the Board approved the RLF plan
- Private Sector Leverage: Indicate the ratio of private sector dollars to be leveraged by RLF funds. EDA requires a minimum ratio of \$2 in private financing for every \$1 in RLF financing, for the portfolio overall. *See 13 CFR 307.15(d)*. Per EDA RLF regulations: Private investments shall not include accrued equity in a borrower's assets. This is regardless of the time period.
- Environmental Reviews: Discuss how the Recipient will ensure compliance with applicable environmental laws and regulations, including but not limited to 13 CFR Parts 302 and 314, the National Environmental Policy Act of 1969 and other Federal environmental mandates. A staff person responsible for ensuring compliance should be identified (by title). At a minimum, the RLF Plan should include the following procedures for environmental review of loan applications for construction projects:
 - Determine whether the project will result in a significant adverse environmental impact. No activity shall be financed which would result in a significant adverse environmental impact unless that impact is to be mitigated to the point of insignificance. When necessary to ensure compliance, any required mitigation shall be made part of the loan conditions.
 - Determine whether the project involves new above-ground development within a floodplain based on a review of the proposed development against FEMA Flood Insurance Rate Maps. No activity shall be financed which would result in new above-ground development in a 100-year floodplain, per E.O. 11988.
 - Determine whether the project will be located within or adjacent to any wetland area. No activity shall be financed which would result in alternation of any wetland or i



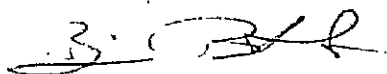
any adverse impact on any wetland without consultation with the U.S. Department of the Interior Fish and Wildlife Service and, if applicable, a Section 404 Permit with the Army Corp of Engineers shall be obtained.

- The RLF Plan should indicate that the Recipient shall notify the State Historic Preservation Officer (SHPO) of each approved loan that involves significant new construction and expansion and request and receive comments on the effect of the proposed activity on historic and archaeological resources prior to closing of the loan.
- The RLF Plan should indicate that all loan applicants are required to provide information regarding whether or not there are hazardous materials such as EPA listed hazardous substances (see 40 CFR 300), leaking underground storage tanks, asbestos, polychlorinated biphenyls (PCB), or other hazardous materials present on or adjacent to the affected property that have been improperly handled and have the potential of endangering public health. No activity shall be financed which involve unresolved site contamination issues.
- Loan Closing Documents: Provide a list of documents that will be required for the types of loans made under the RLF and any special timing requirements. Per 13 CFR 307.15(b)(2), the required documents should at a minimum include:
 - loan application
 - loan agreement (missing)
 - Board meeting minutes approving the RLF loan
 - promissory note
 - security agreement(s)
 - Deed of trust or mortgage (as applicable),
 - agreement of prior lien holder (as applicable) (missing)
 - a signed bank "turn-down" letter demonstrating that credit is not otherwise available.
- Loan Disbursements: Indicate how the loan funds will be disbursed.
- Job Creation: Describe how initial job creation claims will be reviewed and how jobs will be tracked after loan approval.

Please note that a Plan modification request must be approved by EDA before the City of Scranton may change any aspect of their Plan or the operation of their revolving loan fund program as per EDA regulations at 13 CFR § 307.9.

We wish you continued success in your efforts to implement the economic development activities described in your RLF plan. Please address any questions to the RLF Economic Development Specialist for Pennsylvania, Jennifer Sloms, at (215) 597-9584 or by email at jsloms@eda.gov.

Sincerely,



for Chris Christian
Area Director
Philadelphia Regional Office

CITY OF SCRANTON
OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT
REVOLVING LOAN FUND PROGRAM ADMINISTRATIVE
FIVE YEAR PLAN
ECONOMIC DEVELOPMENT ADMINISTRATION

Amended December 1, 2018

William L. Courtright, Mayor

340 North Washington Avenue
Scranton, Pennsylvania 18503
Phone: 570/348-4216
FAX: 570/348-4123
TDD: 570/348-4233

REVOLVING LOAN FUND STRATEGY

ECONOMIC ADJUSTMENT OVERVIEW

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)

The 2013-2018 Northeastern Pennsylvania Comprehensive Economic Development Strategy (CEDS) has provided the template for all NEPA areas to use so that all are aligned with the regional goals and strategies. The CEDS has already defined the problems, needs, and resources that may exist in each area so that strategies and action plans can be integrated to achieve the regional goals. The CEDS also stresses the importance of private/public sector partnerships which will also contribute to the achievement of regional goals. The needs that have been defined include: a trained and available workforce, an integrated transportation network, infrastructure, affordable housing, educational attainment, recreational/leisure/cultural amenities, access to capital, environmental awareness, and entrepreneurial development. This integrated approach is required for the Northeastern Pennsylvania region to achieve its goals for Economic Development, Business Development, Economic Infrastructure, and Competitive Positions in National and International Markets. Economic development activities play a crucial role in community development. An educated workforce in conjunction with business and employment opportunities is a catalyst for economic development.

CITY OF SCRANTON (OECD) ECONOMIC DEVELOPMENT STRATEGY

The City of Scranton (OECD) has implemented the strategy defined in the NEPA-EDA RLF to: "Provide capital for business development and expansion opportunities that attracts and leverages additional investment, resulting in employment creation/retention for the residents of the City".

The City of Scranton has come a long way since the last Five-Year Strategy Plan. Business Week has referred to Scranton as one of the "Best Places to Raise Your Kids: 2010" and one of "The Best Places to Start Over". Nicknamed "The Electric City", Scranton originated the first electric streetcar in 1886 and is now leveraging its rich history to encourage economic development particularly in its historic downtown.

The City has experiencing an economic and cultural renaissance. Private developers are investing in Scranton's future at a rate not seen since the 1930's when the City's population reached its historical peak. Scranton will capitalize

on the building momentum and ensure that proposed projects occur according to the RLF plan.

Lackawanna Avenue is the commercial center of downtown Scranton. On one end of this major thoroughfare, sits the Marketplace at Steamtown Shopping Mall and recently completed in 2017 the “Renaissance at 500” that consists of a Park owned by the National Park Service, the Plaza and elevator that leads to the NPS Park, Pedestrian Court that has small boutiques. The Second floor of these historic buildings have several condominiums, first floor has businesses. There are also two well-known hotels that include the transformation of the Erie-Lackawanna Railroad Station into the Radisson at Lackawanna Station. The south side of the 500 block is lined with commercial structures, several of which were constructed near the end of the nineteenth century. The other end of Lackawanna Avenue is the new Lackawanna County's new Intermodal Transportation Center. After years of planning and construction, the new Intermodal Transportation Center opened in 2016. The \$12.4 million building sits along Lackawanna Avenue. This Intermodal Transportation Center will house County of Lackawanna Transit System (COLTS) buses, long distance buses from Martz, taxis, and a train station. The building features indoor seating, out of the cold, plus vending machines and public restrooms. Bus drivers have a break room inside of the building.

The Connell Building on North Washington Avenue directly adjacent to Lackawanna Avenue is another project preserving Scranton's history. The Connell Building is one of the first historic mixed use rehabilitation in downtown Scranton. Connell has 89 apartments, office and retail space available.

Recently the Samter's Building was recently sold to the same developer as the Connell Building and that will also have mixed use with apartments on the higher floors and office and retail space available on the lower floors.

Another historic building the Oppenheim Building was just purchased with the same concept in mind as Samter's and Connell.

It is the City's intention to ensure that the Downtown flourishes with new development, while complimenting and restoring its older, historic architecture.

OECD recognizes that public investment encourages private investment; therefore, the city government intends to take a leadership role in economic development through the RLF Program. When public investment and private investment create a partnership, economic development can reach new heights. Businesses will create more employment opportunities and will provide the types of consumption amenities that improve the overall quality of life in our

city. We also intend to encourage private sector investment to improve our city's infrastructure so that we can readily support new businesses and offer the type of environment that fosters continued economic growth.

Specific Objectives of the City and use of RLF for Support

- Provide capital to private-sector enterprises who wish to form a business or expand an existing business in the City. EDA RLF will assist those businesses to whom, due to equity deficiency, traditional credit is not available. Job creation/retention will be required.
- Encourage an entrepreneurial culture in the City.
- Ensure that there are incubator and accelerators to meet entrepreneurial opportunities.
- Devote the resources necessary to ensure that our infrastructure suits the needs of businesses that exist in the City or that may be interested in relocating to the City.
- Direct funds to redevelop neighborhood commercial areas, especially those neighborhoods which are comprised of primarily low and moderate income families, in order to provide additional and higher quality services for its residents.
- Pursue sources of funding for economic development initiatives, beyond the EDA programs, in order to effectively leverage the federal investment in these initiatives.
- Continue to work closely with the PA Career Link, Greater Scranton Chamber of Commerce; the County of Lackawanna; the University of Scranton Small Business Development Center (SBDC); Scranton Tomorrow's Small Business Alliance, a collaborative group of Downtown business owners and professionals; and various non-profit agencies and neighborhood organizations, in order to ensure that, through cooperation, we can maximize the effects of our efforts to promote economic development initiatives.
- Use the RLF Program as a financing tool to fill gaps in local commercial lending/capital markets by providing funding to otherwise credit worthy businesses denied conventional funding due to an inadequate capital investment.

REVOLVING LOAN FUND BUSINESS DEVELOPMENT STRATEGY

The Revolving Loan Fund provides resources to support and foster the development of new businesses by providing loans in conjunction with capacity building and entrepreneurial assistance. The program is designed to stimulate economic growth and create businesses and jobs that will improve and preserve the City of Scranton's several business districts and neighborhoods. The main focus of the RLF program is to foster the development of new businesses and expansion of existing businesses that present employment opportunities for persons of low to moderate income families by providing subordinate financing in sufficient amount to reverse conventional loan denial decisions.

A targeted business is a commercial enterprise that has at least one (1) or more employees, one (1) or more of which is the principal and owns the enterprise at the time of application regardless of size, age, or particular markets within which they compete. This includes both part-time and full-time employees. This business is a private for-profit business entity; corporation, partnership or sole proprietorship that is legal, licensed and operating entities in the Commonwealth of Pennsylvania. This targeted business will be one in need of a loan that, when subordinated to conventional financing options, provides a sufficient equity position to remediate conditions that caused an initial denial of conventional financing.

The City of Scranton (OECD) adheres to prudent lending practices. This means accepting underwriting and lending practices for public loan programs to include Loan Processing, documentation, loan approval, collections, servicing, administrative procedures, collateral protection and recovery actions.

POLICY AND PORTFFOLIO STANDARDS

1. Monthly payments will be required based on an amortization schedule.
2. Subordinate liens to commercial lenders will be allowed.
3. Job creation/retention will be required.
4. Prudent lending practices will be followed.
5. All legal requirements will be followed.

LOCAL CAPITAL MARKET ANALYSIS AND FINANCING NEEDS OF TARGETED BUSINESSES

Local Capital Market Analysis

The City of Scranton has a significant number of large and smaller banking institutions that it deals with on a daily basis. PNC, Wells Fargo, and M&T make up a percentage of the larger banks, while ESSA Bank, First National Bank, Fidelity Discount and Deposit, Peoples Security Bank & Trust, Wayne Bank, and Community Bank, N.A. are some of the smaller lending organizations.

In addition to these lending institutions, credit unions have begun to enter the commercial marketplace in terms of extending credit to businesses.

The credit market in this region tightened considerably over the past decade. Many small and large institutions have posted aggregate losses in 2009. Banks reported decreases in the number of commercial and industrial loans. The relative percentage of non-performing loans increased in 2009 particularly in the larger banks. However, the portfolios of community banks also deteriorated and created problems in the loan loss reserve levels.

In 2017 conditions were improved. Nearly 16% of manufacturers surveyed reported that borrowing conditions had somewhat eased. However, a significant percentage of those surveyed reported that there has been no change in borrowing conditions, and nearly 13% reported that borrowing conditions have tightened.

Throughout the U.S. stricter credit regulations have, in some ways, stymied economic development. The staff of OECD met with many area businesses as well as banks and other economic development organizations. The following summarizes existing conditions in this city based upon discussions with these businesses and organizations.

- A significant percentage of businesses indicated that their ability to secure financing was difficult. This condition is prevalent – even for businesses that have good financial statements and credit histories. This inability to secure financing is one of the many reasons for the current state of the local and regional economy.
- There is a general reluctance to finance new-to-market and start-up companies lacking a track record and operating history.
- High equity participation from a loan-to-value perspective makes it difficult to secure financing.

- Certain business sectors are having a difficult time securing financing due to historically high loan default rates.
- Collateral requirements prohibit business development activities as banks are forming critical estimates in regard to appraised asset values, as well as toward the value of the borrowers' collateral.
- Fluctuating interest rates usually one to two points above prime lending rates make it more difficult for businesses to survive during initial development states. The cost of capital can be a deterrent to business development.
- Some businesses are reluctant to seek financing and increase their debt – due to their uncertainty on the national economy.

Financing needs of Surveyed Businesses

The following measures would help to alleviate tight credit and provide financing needs:

1. Lower owner equity participation requirements.
2. Leverage credit risk through numerous funding sources to entice lenders to finance. “Stacking the Debt” so that banks have first secured liens would help to stimulate financing.
3. Stagger Debt Payment dates so that multiples loans become due at different times.
4. Lower interest rates and lengthen terms of repayment.
5. Allow new-to market and start-up entities access to credit.
6. Encouragement to seek financing and have confidence that they will succeed instead of remaining focused on past National Economic woes.

With improving bank financial performance and the competitive nature of that industry, many of these needs will or have been addressed. Many good businesses and potential entrepreneurs have exhausted savings reserves to weather the economic downturn and may still remain short of capital investment dollars to fund expansion or new business ventures. Attempts to obtain conventional financing from banks and other investors may be denied for lack of a sufficient capital investment or a shortage of sufficient collateral.

The City of Scranton's EDA RLF Program will target those businesses that present employment opportunities for persons of low to moderate income families and are in need of a loan that, when subordinated to conventional financing options, provides a sufficient equity position to remediate conditions that caused an initial denial of conventional financing.

OPERATING PROCEDURES

Organizational Structure

The organization structure of the City of Scranton's Office of Economic and Community Development is outlined in the accompanying organizational chart. The Director controls the activity of the staff and staff members are cross trained to assist when needed in most areas of the business activity.

Ultimately, the Director, assisted by the Deputy Director and specialists in their respective areas of expertise, is responsible for the Marketing, Business Assistance, Loan Processing, Loan Closings, Loan Servicing, and Organizational Administration. The Deputy Director takes the lead with Loan Processing and Loan Closing and works closely with the Director to provide Business Assistance. Specialists assist with Marketing efforts. The Director of Finance and Compliance generally oversees the Loan Servicing and Organizational Administration. The City Planner, who is housed in the City's Department of Licensing, Inspection and Permits, assists OECD with Environmental Review as needed.

City of Scranton OECD- RLF Operating Procedures

A. Loan Program Marketing

The following marketing/outreach activities occur on a routine basis:

- Website – The City of Scranton's website (www.scrantonpa.gov) contains information and an application for the City's OECD Business and Industry Loan Program, along with information about the EDA-RLF Program.
- Seminars/Workshops – OECD actively participated in various seminars/workshops conducted by other organizations within the City. OECD staff serves as committee members of the Main Street Scranton Economic Restructuring Committee and Scranton Tomorrow's Small Business Alliance.
- Presentations – OECD meets with commercial lenders throughout the City as necessary when those institutions are providing primary financing to a potential borrower to discuss our financing programs.
- Brochures – OECD has developed brochures that are used for informational purposes, such as a map of downtown Scranton, a Small

Business Loan brochure and a Doing Business in Scranton booklet. The map and “Building Your Business in Scranton” informational booklet can also be found on the City’s homepage.

- Referrals – referrals as provided by other economic development organizations within this region are pursued.

B. Operating Plan

1. Eligibility Standards

a. Eligible Loan Recipients

Applicants must be new or existing private, for-profit businesses located within the City of Scranton to be eligible for this Economic Adjustment Assistance. Lending areas may be added in the future with EDA’s prior written approval. Applicants must demonstrate that credit is not otherwise available. RLF Capital shall be used for the purpose of making RLF loans that are consistent with this plan and the loan agreement shall state clearly the purpose of each loan.

b. Eligible Project Costs

Loans may be used to purchase real estate, renovate business premises, buy or upgrade machinery and equipment, invest in new technology, or serve as working capital.

c. Ineligible Loan Activities

The City of Scranton (OECD) EDA Revolving Loan Fund will not be used for borrowers to: acquire an equity position in a private business; subsidize interest payments on an existing RLF loan; provide a loan to a borrower for the purpose of meeting required equity contributions of another Federal Agency’s loan programs; acquire an interest in a business either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation, invest in interest-bearing accounts, certificates of deposit, or any investment unrelated to the RLF; or refinance existing debt unless certain justifications exist.

2. General Requirements

a. Loan Amount

The maximum EDA loan amount will not exceed 25% of the RLF capital base. The minimum EDA loan amount will be \$10,000.

b. Equity and Collateral

Prospective businesses must provide at least 10% of the total cost in cash equity. This requirement may be waived or reduced dependent upon the particular situation at the sole discretion of the City of Scranton. Personal loan guarantees from business principals and co-owners of assets will be required. Collateral requirements will vary and be negotiated in a manner consistent with achieving the objectives of the financing strategy and protecting the assets of the RLF.

c. Interest Rate

The interest rate shall be equal to four (4) percentage points below the lesser of current money center prime rate quoted in the *Wall Street Journal* or the maximum interest rate allowed under Pennsylvania law. In no event shall the interest rate be less than the lower of four percent (4.00%) or seventy-five per cent of the prime rate quoted in the *Wall Street Journal*. However, should the interest rate listed in the *Wall Street Journal* exceed fourteen percent (14.00%), the City of Scranton may, in its sole discretion, adopt a maximum RLF interest rate of ten percent (10.00%) so as not to compromise the City's implementation of its financing strategy. This interest rate will be calculated on the date of the loan closing and fixed at that level until maturity. Any balance remaining beyond the date of maturity will continue to accrue interest at this rate until the debt is fully repaid.

d. Loan Terms

The standard loan term for all RLF loans is 10 years and the maximum is 15 years. Different terms not to exceed the maximum term may be negotiated. The loan agreement will clearly specify monthly payments of principal and interest based on the approved term.

e. Moratoria

Moratoria may be a negotiated loan term and condition based on the circumstances of the borrowing need. Such moratoria may not exceed the primary lender's moratoria for construction periods. Generally, monthly interest only payments will be due during the period of principal moratoria. Moratoria for emergency conditions that interrupt the normal repayment cycle will require prior approval by the Director of the Office of Economic and Community Development and may not exceed a total of sixty-days (60) over the

term of the loan. Such emergency moratoria will result in accrued interest and will extend the loan term by an equal time period.

f. Portfolio Standards and Targets

- **Target Percentages**

The City elects not to establish targeted percentages of RLF Investments based on land use, business status, or fixed vs. working capital loans.

- **Private Sector Leverage**

- The RLF must leverage private investment of at least two dollars for every one dollar (2 to 1 ratio) of such RLF loans. This leveraging requirement applies to the RLF portfolio as a whole rather than to individual loans and is effective for the duration of the RLF's operation. To be classified as leveraged, private investment must be made within twelve (12) months prior to or twelve (12) months after approval of an RLF loan, as part of the same business development project, and may include:

- Capital invested by the borrower or others;
- Financing from private entities; or
- The non-guaranteed portion and ninety (90) percent of the guaranteed portions of U.S. Small Business Administration's 7(A) loans and 504 debenture loans.

- Private investments shall not include accrued equity in a borrower's assets.

- **Employment/Job Cost Ratio**

- OECD-RLF recipients must agree to create and/or retain jobs within the City of Scranton. One full-time equivalent position must be created and/or retained per every \$30,000 in EDA-RLF proceeds. These positions must be created within one (1) year of the date of closing and present opportunities to low to moderate income families.
- OECD will monitor the job creation requirements on a quarterly basis for the first year and annually thereafter.

g. Loan Fees

The City of Scranton OECD requires no loan fees. There are no application fees, and no closing costs. The only cost the borrower may incur, are the fees associated with UCC or mortgage filing costs. Legal fees incurred by the borrower for representation throughout the loan process are the responsibility of the borrower. Any circumstantial fee that should arise as a result of negotiation during the loan origination process will be disclosed in the loan agreement.

C. RLF Loan Selection Criteria (Loan Approval Process)

Loan Processing

The City of Scranton's Office of Economic and Community Development (OECD) staff is responsible for the loan processing. A loan application for use by applicants has been developed. Eligibility for the City of Scranton OECD-RLF loan consideration is determined at the beginning of the loan process.

The application and initial interview is designed to determine if the proposed loan is consistent with the RLF Plan and places strong emphasis on job creation requirements.

Applications must be accompanied by documentation demonstrating this credit is not otherwise available. Documentation may be in the form of a bank "credit denial" letter, or a bank letter indicating that the bank will approve only a portion of the loan originally requested by the applicant.

Attachments to the application include:

1. Brief history and description of the business, including market and projected business future.
2. Detailed description of the project and anticipated benefit from the loan (i.e., jobs to be created).
3. A defined use of the loan proceeds. (Purchase of equipment, real estate, inventory, etc.) If equipment will be purchased, a complete listing of such will be required.
4. Management resume(s) of all owners and key staff.
5. Personal financial statements and three (3) years personal income tax returns from each owner of 20% or more of the company.
6. Historical business financial statements (or tax returns) for the past three years.
7. Most recent quarterly financial statement (less than 90 days old).
8. Credit Reports and Appraisals (as needed)
9. Project budget and sources of project funds.

10. Names of affiliates and/or subsidiary firms.
11. Copy of lease agreement (if applicable).
12. Certification of good standing, by-laws, partnership agreement.
13. A release form for the Scranton Single Tax Office. (For verification that taxes are paid up to date.)

Loan Evaluation

Upon completion, the application and all supporting documentation is returned to the office for an initial review by the Deputy Director. Documentation is reviewed to substantiate the use of funds requested and to determine project costs are reasonable and appropriate.

The Deputy Director (OECD) will communicate with the applicant, their accountant or other named officer of the applicant's company to ensure all documentation has been furnished and to answer any questions regarding the loan process.

The Deputy Director (OECD) will review all funding sources as presented in the application to ensure the appropriate amount of RLF funds are committed to the project. This will include verifying bank commitment and equity injection by applicant and to ensure that proceeds from the loan will not be used to pay existing debt and/or satisfy terms of a bridge loan.

The Deputy Director (OECD) will review all documentation provided by applicant for reasonableness of project income and expenses to determine if there is sufficient cash flow to cover the debt service of both the private and public portions of the project.

The Deputy Director (OECD) will evaluate the management resumes of each principal borrower and review their personal financial statements to determine the ability of the applicant(s) to manage the business and assess the risk associated with each. A secondary review of all supporting documentation is also performed.

The OECD Deputy Director and Director of Finance & Compliance will determine the total amount of the loan, the interest rate and term of the loan and verify the number of full-time equivalent jobs to be created.

An Environmental Review is completed by the City Planner that ensures compliance with applicable laws and regulations, including but not limited to 13 CFR Parts 302 and 314, the National Environmental Policy Act of 1969, and other Federal environmental mandates. The Finance and Compliance Director in the Office of Economic and Community Development will ensure the

compliance of this review and that the following procedures for environmental review of loan applications for construction projects are completed.

This review will:

- Determine whether the project will result in a significant adverse environmental impact. No activity shall be financed which would result in a significant adverse environmental impact unless that impact is to be mitigated to the point of insignificance. When necessary to ensure compliance, any required mitigation shall be made part of the loan conditions.
- Determine whether the project involves new above-ground development within a floodplain based on a review of the proposed development against FEMA Flood Insurance Rate Maps. No activity shall be financed which would result in new above-ground development in a 100 year flood plain, per E.O. 11988.
- Determine whether the project will be located within or adjacent to any wetland area. No activity shall be financed which would result in the alteration of any wetland or in any adverse impact on any wetland without consultation with the U.S. Department of the Interior Fish and Wildlife Services and, if applicable, a Section 404 Permit with the Army Corp of Engineers shall be obtained.
- The City shall notify the State Historic Preservation Officer (SHPO) of each approved loan that involves significant new construction and expansion and receive comments on the effect of the proposed activity on historic and archaeological resources prior to closing of the loan.
- Loan applicants are required to provide information regarding whether or not there are hazardous materials such as EPA listed hazardous substances (see 40 CFR 300). Leaking underground storage tanks, asbestos, polychlorinated biphenyls (PCB), or other hazardous materials present on or adjacent to the affected property that have been improperly handled and have the potential of endangering public health. No activity shall be financed which involve unresolved site contamination issues.

The Deputy Director generates the Internal Approval letter for file which attests that the applicant has met all requirements outlined in the application; the activity meets the requirement of creating or retaining permanent jobs, and is in accordance with financing policies and targeting and loan selection criteria.

The Deputy Director (OECD) will complete the Term Sheet and acquire all necessary signatures.

The Deputy Director notifies OECD solicitor of the total number of full-time equivalent jobs to be created as a direct result of the project and ensures the number is reflected under the Hiring Commitment section of the loan documents; via the Term Sheet.

A City Resolution accompanied by the loan write-up and recommendation for approval by OECD Administration is prepared by the City Solicitor and submitted to Scranton City Council.

Scranton City Council acts as the Loan Administration Board for EDA RLF and makes the final loan decision. City Council is comprised of five members nominated and elected by the qualified voters of the City at large to serve four year terms. A loan decision/City Resolution requires a majority vote of Council for approval.

The Borrower will be monitored to assure that the monies were spent according to the loan agreement and to determine that all regulations were followed.

Loan Closing

Loan closing documentation generally includes:

Copy of application

1. Application
 - a. Credit Reports
 - b. Property Appraisals
2. Signed Bank "credit denial" letter
3. Internal approval
4. Resolution of City Council
5. Resolution of borrower approving loan
6. Certificate of Organization
7. Registration of Fictitious Name
8. Promissory Note
9. Copy of Driver's License
10. Equipment List (for collateral/UCC filing purposes)
11. Attachment "A" (Listing of types/numbers of jobs to be created as referenced in the loan agreement.)
12. Loan Agreement
 - a. Clearly states the purpose of the loan and how City will ensure funds are used as intended
 - b. Job Creation; Clearly states the number of jobs to be created and that job creation will be verified by or under the direction and responsibility of the Deputy Director of OECD and tracked quarterly for the first year and annually thereafter. Verification

will include documented site visits, reviews of payroll records, and employee interviews. The OECD Director of Finance and Compliance assures compliance with this procedure.

- c. Protects and hold Federal government harmless from and against liability incurred as a result of providing an RLF Grant to assist in site preparation, construction, or direct or indirect renovation of any facility or site
 - d. Indicates the procedure for ensuring prospective borrowers, consultants, or contractors are aware of and comply with Federal statutory and regulatory borrower requirement for drawing funds
 - e. Includes a loan call stipulation for instances of non-compliance
13. Agreement of Prior Lienholder (if applicable)
 14. Security Agreement or Mortgage
 15. UCC financing statements
 16. Guaranty
 17. Opinion of Borrower's Counsel
 18. Insurance binder naming City as loss payee
 19. Certificate of Good Standing
 20. Loan Disbursement: All loans will be disbursed by check

Monitoring the Loans

OECD staff will be responsible for monitoring loan activities including the following:

1. Recording monthly loan repayments received via check or other conventional payment channel utilized by the City
2. Monitoring the status of the loan collateral, as appropriate
3. Monitoring Insurance Coverage and Renewals
4. Annual site visits will be conducted and documented
5. Quarterly job creation monitoring using verifiable source documentation to ensure loan agreement terms are met
6. UCC – Financing Statements Renewals, as appropriate
7. Loan modifications (as appropriate with approval of Director of Finance and Compliance and City Council.)
8. Loan files are maintained in secured files and in compliance with the City's Personally Identifiable Information (PII) Retention of Records Policy (attached) and include

- a. Copy of the private lender loan agreement
- b. Financial statements
- c. Annual insurance certifications
- d. Annual site visit reports
- e. General correspondence
- f. Job reports

Collection Procedures, Default and Foreclosure

The loan is considered in default when three (3) payments have been missed. The City of Scranton (OECD) has a standardized loan default letter that is sent certified to the loan recipient. Borrower has ten (10) days after receipt of the letter to bring the account current. If borrower fails to bring the account current, OECD proceeds forward, pursuant to the terms of the Promissory Note and Loan Agreement to declare the entire amount of the loan immediately due and payable and seek collection through the legal department.

Proceeds received on a defaulted loan that is not subject to liquidation pursuant to 13 CFR 307.20 will be applied as follows:

- First, toward costs of collection
- Second, toward outstanding penalties and fee
- Third, toward accrued interest due and payable
- Fourth, toward outstanding principal

The City of Scranton/OECD will work with borrowers who are experiencing financial difficulty. However, in order to fulfill our fiduciary responsibility and protect the RLF Program Capital Base, OECD will seek legal counsel to collect the outstanding loan balance. When all options have been exhausted, the City of Scranton OECD will instruct our solicitor to initiate legal action in an effort to recover any outstanding loan balances, including legal fees. UCC liens are filed as part of our loan procedures and the lien will be exercised to satisfy outstanding loan balances. If real estate has been pledged as collateral, the City of Scranton (OECD) will foreclose after an exhaustive effort to collect has occurred.

f. Write-Offs

If after prudent legal avenues of collection have been exhausted and collateral liquidated, the remaining balance may be determined uncollectable by the OECD Director, Director of Finance and Compliance and the Solicitor. At this time the balance is reported as such to City Administration and City Council and written off.

g. RLF Performance Assessment Process

The performance of the RLF will be evaluated quarterly by the Director, Deputy Director, and Director of Finance and Compliance, in accord with changing economic conditions in the region, to assess progress toward specific City objectives and the RLF Risk Rating System created by the US Department of Commerce.

The City will review and update the plan every five years.

h. Fidelity Bond Coverage

The City of Scranton does have Fidelity Bond Coverage to cover persons authorized to handle funds under the Grant award in an amount sufficient to protect the interest of EDA and the RLF. The Fidelity Bond Coverage is renewed annually.

ADMINISTRATIVE PROCEDURES

Accounting Principles

The OECD Director and appointed staff monitor the cash local share of the RLF to ensure it is used for lending, and in proper proportion to the grant funds as part of the City and OECD budget process and loan origination procedure.

A separate bank account will be maintained by the City of Scranton (OECD) for managing RLF capital to include both EDA and any local share portions of the RLF.

The City of Scranton (OECD) follows Generally Accepted Accounting Principles (GAAP).

Administrative Costs

The City will use RLF income to cover administrative costs to the maximum percentage of income permissible by regulation to be used for expenses. In the event costs exceed this limit the City of Scranton's general funds will be used to subsidize the excess cost. RLF revenues and costs together with substantiating documentation are isolated in the OECD's bookkeeping records and subject to review by audit.

Capital Utilization and Sequestration of Excess Funds

The Capital Utilization Standard will be applied to insure that at all times at least seventy-five percent of the RLF Capital is loaned or committed.

If the City fails to satisfy the capital utilization standard for two (2) consecutive Reporting Periods, EDA may require the City to deposit excess funds in an interest-bearing account. The portion of interest earned on the account holding excess funds attributable to the Federal Share of the RLF Grant shall be remitted to the U.S. Treasury. The City must obtain EDA's written authorization to withdraw any sequestered funds.

Audit

The City's approved EDA RLF is subject to an annual audit requirement and the full value of the EDA RLF must be shown on the City's Schedule of Federal Expenditures

Loan Program General Assurances

OECD shall comply with any and all applicable laws and/or regulations applicable to its receipt of Economic Development Administration Loan Program funds contained in 13 CFR, Part 300 through 303.9 and Parts 307.9 through 307.17. OECD shall also comply with OMB Circular A-102 which relates to the acceptance and use of federal funds.

The Borrower shall comply with any and all applicable laws and regulations required by the Federal Government:

- a) Flood protection insurance if project site is located within a flood plain area and mine subsidence insurance; as appropriate. These requirements are applicable to anyone who buys or takes control of the business.
- b) The lead-based paint requirements of 24 CFR, part 35, Subpart B, issued pursuant to the Lead-Based Paint Poisoning Act (42 U.S.C., 4801 et seq.);
- c) The regulations, policies, guidelines and requirements of OMB Circular A-133, which requires a Single Audit of Federal Funds received in the amount of \$500,000.00 or more.

- d) Assurance that the business will comply with federal regulations governing prevailing wage rates (Davis Bacon) for construction related projects.
- e) Assurance that the businesses will comply with the provisions of the American with Disabilities Act. The business will assure that it understands and agrees that no individual with a disability shall on the basis of the disability, be excluded from employment or activities provided for under any loan which OECD shall make available under its Revolving Loan Fund Program.
- f) Assurance that the business will adhere to the provisions of the Age Discrimination Act of 1975, as amended (Public Law 94—135);
- g) Requests from EDA, the City and the Comptroller General (or any authorized representatives) for access to and the right to examine all records, books, papers or documents related to the Loan and cooperate fully with the City in supplying information to meet EDA audit requirements;
- h) The American with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.);
- i) Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR, Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project;
- j) Section 112 of P.L. 92-65 (42 U.S.C. § 3123) prohibiting sex discrimination in any program or activity receiving Federal Financial assistance under PWEDA;
- k) Borrower will, in all solicitations or advertisements for employees placed by or on behalf of Borrower; state that it is an Equal Opportunity or Affirmative Action Employer; and
- l) Assurance that the project does not involve relocation. Certain OECD loan programs capitalized through federal assistance do not allow its funds to be part of any project involving the relocation of an establishment from one area to another (Pirating) causing unemployment at the location

where such work was previously performed. For the purposes of the paragraph, “area” means that geographic area which will allow employees of relocated businesses to retain their jobs.

Environmental Compliance Assurances

All projects must adhere to all local, state and federal environmental control standards. Historical Preservation and Environmental reviews must be conducted when necessary. Projects involving acquisition and construction must certify that the land is clear of toxic waste contamination.

Civil Rights Assurances

All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88—352) and Section 1.09 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, on the grounds of race, color, creed, religion or national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any project assisted with Community Development Block Grant Funds.

Other Assurances

The City of Scranton/OECD will assure the following requirements will be met in the administration of the EDA Program:

1. That the borrowers business is located within the City of Scranton and that the RLF loan will be considered immediately due and payable if the borrower moves said business outside of the City.
2. Security Liens will be filed with the UCC on the borrowers’ furniture; fixtures; equipment; inventories and receivables.
3. The City will require insurance coverage including hazard, liability and general comprehensive coverage. The City of Scranton will be issued an insurance certificate with the City identified as a Loss Payee or mortgagee.
4. Loan pre-payment will be allowed without penalty.
5. Loan repayments returned to the RLF for relending will be held in interest bearing accounts, pending the origination of additional loans. RLF income must be put into the RLF Capital Base for the purpose of making loans or paying for eligible and reasonable administrative costs provided: (1) such RLF Income and the administrative costs are incurred in the same six-month Reporting Period, (2) RLF Income that is not used for Administrative costs during the six-month Reporting Period is made

available for lending activities, (3) RLF Income shall not be withdrawn from the RLF Capital base in a subsequent Reporting Period for any purpose other than lending without the prior written consent of EDA.

6. The City of Scranton (OECD) has a policy that all recipients of Federal dollars will complete the Conflict of Interest form which is reviewed to determine that there are no conflicts of interests. The RLF team follows this policy.

The City of Scranton shall not make RLF funds available to a business or entity if the owner of such entity or any owner of financial interest in such entity, which may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a sub-award, is related by blood, marriage, law or business arrangement to any member of City Council or an employee of the City of Scranton which advises, approves recommends or otherwise participates in decisions concerning loans or the use of grant funds.

No such individual or entity shall receive any benefits resulting from the use of loan or grant funds, unless the affected first discloses to City Council through the OECD on the public record the proposed or potential benefit and receives City Council's written determination that the benefit involved is not so substantial as to affect the integrity of City Council's decision process and of the services of the employee or member.

No such individual or entity shall solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment or any other thing of monetary value, for himself or another person, from any person or organization seeking to obtain a loan or any portion of the grant funds.

Such individuals or entities remain ineligible to apply for or receive loan or grant funds for a period of two years from the date of termination of his/her services.

7. All original notes, loan agreements, personal guarantees and security agreements will be kept in a fireproof file cabinet.
8. An individual revenue account will be setup for each loan to record loan payments. Loan payments are also posted to the Loan Amortization Schedule as received.
9. A separate bank account will be setup for EDA. Loan repayments returned to the EDA-RLF for relending will be held in this interest bearing account pending the issuance of additional loans.
10. Semi-annual reports will be filed timely.

11. The Capital Utilization Standard will be applied to insure that at all times at least seventy-five percent of the RLF Capital is loaned or committed.
12. All RLF loan documents and procedures must protect and hold the Federal government harmless from and against all liabilities that the Federal government may incur.



DEPARTMENT OF LAW

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


January 16. 2019

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE APPROVING AND ACCEPTING THE
SUBMISSION OF THE CITY OF SCRANTON'S OFFICE OF ECONOMIC AND
COMMUNITY DEVELOPMENT'S FIVE YEAR REVOLVING LOAN FUND (RLF)
PLAN AS REQUIRED BY THE U.S.DEPARTMENT OF COMMERCE, ECONOMIC
DEVELOPMENT ADMINISTRATION (EDA)

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

JAN 16 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

FILE OF THE COUNCIL NO. _____

2019

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO DISBURSE SIX THOUSAND DOLLARS (\$6,000.00) FROM THE UDAG REPAYMENT ACCOUNT INTO WHICH URBAN DEVELOPMENT ACTION GRANTS (UDAG) REPAYMENTS ARE DEPOSITED. THIS WILL COVER THE CITY OF SCRANTON'S SHARE OF COSTS FOR THE UNITED NEIGHBORHOOD CENTERS OF NORTHEASTERN PENNSYLVANIA TO ADMINISTER THE CONTINUUM OF CARE FOR LACKAWANNA COUNTY DURING THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019.

WHEREAS, the City of Scranton's Office of Economic and Community Development administers Urban Development Action grants (UDAG) for which repayments is received (UDAG Repayments) that are deposited into the UDAG Repayment Account, and

WHEREAS, File of Council No. 47, 2008 requires legislation approved by the Governing Body of the City of Scranton prior to disbursement of UDAG Repayments from the UDAG Repayment Account, and

WHEREAS, Scranton City Council has requested legislation that would allow the City to provide UDAG "Re-Re" funds to the United Neighborhood Centers of Northeastern Pennsylvania to administer the Continuum of Care for Lackawanna County during the period July 1, 2018 through June 30, 2019. The total cost is \$12,000.00 for a one year period. Lackawanna County will cover one half of the total and the City of Scranton covers the other half.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON, that the Mayor and other appropriate City Officials are hereby authorized to disburse Six Thousand dollars (\$6,000.00) from the UDAG Repayment Account into which Urban Development Action Grants (UDAG) repayments are deposited. This will cover the City of Scranton's share of costs for the United Neighborhood Centers of Northeastern Pennsylvania to Administer the Continuum of Care for Lackawanna County during the period July 1, 2018 through June 30, 2019.

SECTION 1. 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 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. 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.



Office of Economic and
Community Development

January 15, 2019

Atty. Jessica Eskra
340 North Washington Avenue
City Hall
Scranton, PA 18503

Re: Ordinance
UDAG Re Re Funding
Lackawanna County Continuum of Care

Dear Atty. Eskra:

Attached is a Ordinance requesting City Council to approve funding from the UDAG restricted account. This will allow United Neighborhood Centers of NEPA to administer for the City of Scranton and Lackawanna County the Continuum of Care. See attached agreement. This is a yearly expense that OECD has been covering for the City for years; however, our unrestricted funds are depleted and must use restricted.

If you have any questions, please contact me at laebli@scrantonpa.gov.

Sincerely,

A handwritten signature in cursive script that reads "Linda B. Aebli".

Linda B. Aebli
Executive Director

Lba/
Attachments



UNITED NEIGHBORHOOD CENTERS of Northeastern Pennsylvania

777 Keystone Industrial Park Road, Throop, Pennsylvania 18512

Phone: (570) 346-0759

www.uncnepa.org

CHILD CARE

Administrative Office
570-344-9882
Bellevue Center
570-342-5251
Progressive Center
570-207-4950
Green Ridge Center
570-961-2224

COMMUNITY YOUTH

Bellevue Center
570-342-5251
Progressive Center
570-207-4950
Leaders in Training
570-961-1592
Adventure Course
570-961-1592
Project Hope
570-344-9882
Creative Arts
570-961-1592

COMMUNITY SERVICES

Emergency Assistance
570-343-8835
Energy Assistance
570-343-8835
Transitional Housing
570-343-8835
Permanent Supportive Housing
570-343-8835
One Stop Shop
570-343-8835
Rental Assistance
570-343-8835
Angel's Attic
570-343-8835
First Time Homebuyers
570-343-8835
Violence Intervention
570-343-8835
Foreclosure Prevention
570-343-8835
Post Foster Care Housing
570-343-8835
Community Organizing
570-343-8835

SENIOR CENTERS

West Side Center
570-961-1592
South Side Center
570-346-2487
Carbondale Center
570-282-6167
Mid Valley Center
570-489-4415

SCOLA

570-346-6203

COMMUNITY HEALTH

570-880-7130

January 10, 2019

Ms. Linda Aebli
Executive Director
Office of Economic and Community Development
340 North Washington Avenue
Scranton, PA 18503

Dear Ms. Aebli:

Enclosed please find an agreement between United Neighborhood Centers and the City of Scranton for writing the Continuum of Care for Lackawanna County. This document is a comprehensive study of the homeless population and the capacity of agencies in the county to provide services. United Neighborhood Centers has been writing this document, which is required by HUD for the submission of grants to serve the homeless, for the past fourteen years.

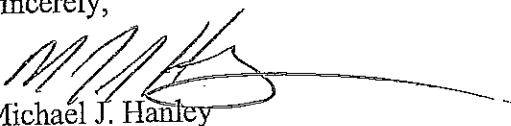
Last year this submission generated over \$2.4 million dollars for a number of programs operated by six different agencies in the county. We are again expecting over \$2 million through this year's process including the addition of new beds for chronic homeless youth and families and a continued emphasis on ending Veteran Homelessness in the City of Scranton per the direction of Mayor Courtwright.

As in previous years, Lackawanna County will cover one half of the total cost of \$12,000. The City's share will once again be \$6,000.

Maggie Willis will be coordinating this effort on behalf of United Neighborhood Centers. I have enclosed an agreement between UNC and the City for these services.

Should you have any questions please feel free to contact me at 570-346-0759.

Sincerely,


Michael J. Hanley
Chief Executive Officer



Member, United Way
of Lackawanna and
Wayne Counties
Member of
Alliance for Strong
Families and Communities

SUPER NOFA – CONTINUUM OF CARE AGREEMENT

Introduction

Each year, the Scranton/Lackawanna County Housing Collaborative reviews, evaluates, and updates the community's Continuum of Care (CoC), its system of programs and services, for individuals and families who are in need of shelter, transitional or supportive housing. The process is jointly administered by the City of Scranton Office of Economic and Community Development, the Lackawanna County Department of Human Services, and the Housing Coalition of Lackawanna County, an association of nonprofit service providers and funders.

The CoC review produces data, evaluative comments, and recommendations concerning the community's system of programs and services. These form the basis of the Continuum of Care Exhibit One, a document describing the current system and presenting a one-year plan to maintain and improve it. Exhibit One sets forth local priorities for development of new programs that fill critical gaps in the Continuum; it documents the need for the programs proposed by local agencies for HUD Supported Housing Program funding.

United Neighborhood Centers proposes to manage the annual Continuum of Care review and related work during the period July 1, 2018 through June 30, 2019. Specifics of this proposal are as follows:

Scope of Work

UNC will provide all local assistance to complete this project including data collection, meeting set up and scheduling and local mailing etc. The entire scope of work delivered directly by UNC is as follows:

1. Homeless Continuum of Care Assessment, Evaluation, and Planning

Structured provider interviews and point-in-time provider surveys will be used to obtain

- Assessment of consumer needs: e.g., emergency shelter for families, individuals.
- Inventory/Assessment of provider resources and needs: e.g., available services, funds

Relevant data on population trends, demographics, etc. will be incorporated as available

Gaps Analysis---data and discussion---based on above data

Dissemination of gaps analysis to prospective Super NOFA applicants

2. Development of a Continuum of Care Plan

A plan for strengthening the Scranton/Lackawanna Continuum of Care will be developed using the above data and public/agency input from evaluation sessions throughout the year. The sessions will be coordinated with the Lackawanna County Continuum of Care Board, the Housing Coalition and other provider organizations.

The plan will include,

- A recommended structure/plan of organization for the Continuum (lead agency, committees, etc.)

- Goals, Objectives, Timelines and Responsibilities of Participant Agencies
- Recommended Resource Development strategy
- Recommended next steps for the Scranton/Lackawanna CoC

3. Super NOFA Response

Coordination of public meetings/planning meetings, including issuing notices, arranging space, providing RFP announcements, recording the minutes, etc.

Development of CoC Exhibit One, including narrative, forms, statistics

Assembly of the final Super NOFA submittal, including circulation for signatures, copying, mailing, etc.

Contract Period

The work will be performed during the period July 1, 2018 through June 30, 2019.

Responsibilities/Relationship of Participants

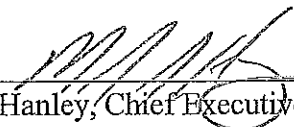
The Housing Coalition for Lackawanna County will serve as lead organization for the Scranton/Lackawanna Continuum of Care. The City of Scranton, and Lackawanna County Department of Human Services will contract with United Neighborhood Centers in provision of the above services. A representative of Lackawanna County DHS and the City of Scranton OECD will serve as points of contact for United Neighborhood Centers.

United Neighborhood Centers will circulate to prospective grantees the Exhibit One Continuum of Care (in draft or final form) to allow them the opportunity to develop their grant applications accordingly. United Neighborhood Centers will not provide consulting/advisory services to prospective applicants and will not review grant applications.

Fee

United Neighborhood Center's fee for above services for the City of Scranton will be \$6,000.

for United Neighborhood Centers


Michael Hanley, Chief Executive Officer

Date: 1.10.19

Acceptance: for Scranton Office of Economic and Community Development

Date: _____

IN WITNESS WHEREOF, the parties hereto have, in due form of law, caused this Agreement to be executed by and through their duly authorized representative on the day and year first above written.

ATTEST:

City Clerk

BY _____
Mayor, City of Scranton

Date

Date

BY _____
City Controller

Date

BY _____
Executive Director
Office of Economic and Community Development

Date

APPROVED AS TO FORM:

City Solicitor

Date



DEPARTMENT OF LAW

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


January 16, 2019

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO DISBURSE SIX THOUSAND DOLLARS (\$6,000.00) FROM THE UDAG REPAYMENT ACCOUNT INTO WHICH URBAN DEVELOPMENT ACTION GRANTS (UDAG) REPAYMENTS ARE DEPOSITED. THIS WILL COVER THE CITY OF SCRANTON'S SHARE OF COSTS FOR THE UNITED NEIGHBORHOOD CENTERS OF NORTHEASTERN PENNSYLVANIA TO ADMINISTER THE CONTINUUM OF CARE FOR LACKAWANNA COUNTY DURING THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

JAN 16 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2019

AMENDING RESOLUTION NO. 86, 2018 ENTITLED "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 LOCAL UNION NO. 60 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO; TO INCLUDE ONLY THE IME PANEL OF PHYSICIANS FOR DISABILITY PENSIONS.

WHEREAS, except as otherwise explicitly provided by this Memorandum of Understanding, all terms and conditions of the parties' 2008 – 2021 Collective Bargaining Agreement shall remain in full force and effect; and

WHEREAS, the City and Local Union No. 60 of the International Association of Fire Fighters, ALF-CIO desire to modify only the provision of the parties' 2008-2021 Collective Bargaining Agreement (CBA) regarding policies for the Independent Medical Examination Panel of Physicians for disability pensions in accordance with Paragraph 8 of the Memorandum of Agreement dated March 11, 2016; and

WHEREAS, the Modified Duty, Sick Time Reimbursement, and EMT/EMR/Paramedic/ Nurse Certification, as contained in the Memorandum of Understanding attached to Resolution No. 86, 2018 were not approved by the bargaining union members; and

WHEREAS, except as specifically provided herein, all modifications to the 2008-2021 Collective Bargaining Agreement shall be effective with the pay period next following the mutual ratification of this Memorandum of Understanding a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Resolution No. 86, 2018 is hereby amended to include only the IME Panel of Physicians for disability pensions in the Memorandum of Understanding attached hereto marked 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
BY AND BETWEEN
THE CITY OF SCRANTON
AND
LOCAL UNION NO 60
OF THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO

It is hereby agreed by and between the City of Scranton ("City") and Local Union No. 60 of the International Association of Fire Fighters ("Union") as follows:

1. UNAFFECTED PROVISIONS

Except as otherwise specifically provided by this Memorandum of Understanding, all terms and conditions of the parties' 2008-2021 Collective Bargaining Agreement ("CBA") shall remain in full force and effect.

2. EFFECTIVE DATE OF MODIFICATIONS

Except as specifically provided herein, all modifications of the CBA shall become effective with the pay period next following the mutual ratification of this Memorandum of Understanding.

3. IME PANEL

A. The panel of physicians attached hereto as Exhibit A shall be used as the panel of specialist physicians to determine whether firefighters are entitled to disability pensions, in

accordance with Paragraph 8 of the Memorandum of Agreement dated March 11, 2016 ("Mandamus Action Settlement") and the CBA. The panel of physicians attached hereto as Exhibit A can be amended upon mutual agreement of the City and the Union. In the event one side or the other wishes to amend the panel, and there is no agreement, said dispute may be referred to arbitration, consistent with the terms of the CBA.

B. The City and the Pension Board shall split the cost of the disability pension application process, including but not limited to, the fees of the examining physicians and the third party administrator, at this time being VocRehab.

International Association of Firefighters,
Local Union No. 60

JRSM
12-19-2018
DATE

City of Scranton

Danielle Kennedy, HR Director
December 19, 2018
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: _____

IME Physician Panel List
City of Scranton

Oncology

1. Hematology and Oncology of NEPA
1100 Meade Street
Dunmore, PA 18512
570-342-3675
Exam Fee – Current Medicare rate - \$1,200.00 per hour
Also depends on the level of disability, and amount of work involved.
2. Maged Khalil, MD
Hematology and Oncology of Allentown
1240 S. Cedar Crest Blvd
Allentown, PA 18103
610-402-7880
Exam Fee – Current Medicare rate - \$1,200.00 per hour
Also depends on the level of disability, and amount of work involved.
3. Thomas E. LeVoyer, MD
Robert Ozols, MD
Fox Chase Center
333 Cottman Avenue
Philadelphia, PA 19111
215-728-6900
Exam Fee – Current Medicare rate- \$1,200.00 per hour
Also depends on the level of disability and amount of work involved.
4. Stephen Shore, MD
111 Presidential Blvd
Bala Cynwyd, PA
610-492-5900
610-660-9930
Exam Fee \$1,575.00
No Show Fee \$ 750.00



5. Brian Wojciechowski, MD

**240 Centronia Road
Suite 1205
Allentown, PA 18104
866-288-0808**

Exam Fee	\$1,800.00
No Show Fee	\$1,500.00
Cancellation Fee – 72 Hours	\$1,500.00
Cancellation Fee – 7 business days	\$1,000.00

Orthopedics

1. Harry Schmaltz, MD

**Coordinated Health, Scranton Orthopedics
334 Main Street
Suite 1
Dickson City, PA 18519
570-307-1767**

Exam Fee	\$1,500.00
Addendum Fee	\$ 300.00 per hour
Narrative Report	\$ 300.00
Depositions (60 minutes)	\$2,500.00
Video Deposition	\$3,000.00
No show Fee	\$1,500.00

Cancellation/rescheduling with 2 weeks of Exam requires a \$1,250.00 forfeiture of fees

Cancellation/rescheduling of deposition will result in 50% forfeiture of fees regardless of when cancelled or rescheduled. Cancellation within one week of deposition will result in 100% forfeiture of fee.

2. Kevin Anbari, MD

**OAA Specialists
250 Centronia Road
Suite 303
Allentown, PA 18104
610-973-6200**

Exam Fee	\$1,600.00
No Show Fee	\$1,600.00

Cancellation/rescheduling with 2 business days of scheduled Exam will result in 75% forfeiture of fees. 5 business days will result in 25% forfeiture of fees.

3. Gregory Menio, MD
Mountain Valley Ortho
600 Plaza Court
East Stroudsburg, PA 18301
570-421-7020

Exam/Report Fee	\$1,000.00 - \$900 prepay
Addendum Fee	\$ 200.00-\$400.00
Depositions	\$3,200.00
No show Fee	\$1,000.00
Cancellation within 48 hours	\$400.00

Internal Medicine

1. William Dempsey, MD
The Wright Center for Primary Care
1145 Northern Boulevard
S. Abington Township, PA 18411
570-585-1300

Exam Fee - Current Medicare Rate \$1,200.00 per hour
Also depends on disability, amount of records and amount of work involved.

2. Peter Cagnetti, MD
Physicians Health Alliance
802 Jefferson Avenue
Scranton, PA 18510
570-346-7331

Exam Fee – Current Medicare Rate \$1,200.00 per hour
Also depends on the disability, amount of records, and amount of work involved.

3. Steven Feinstein, MD
222 Presidential Blvd
Bala Cynwyd, PA 19004
610-660-9930

Exam Fee	\$ 1,100.00
No show Fee	\$ 550.00
Late Cancellation Fee	\$ 550.0

4. Patrick Connors, MD
2232 Pittston Avenue
Scranton, PA 18505
570-969-6327

Exam Fee	\$1,000.00
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Cancellation Fee (less than 5 days) \$500.00

Neurology/Neurological Surgery

1. Michael D. Kim, MD
Seth Jones, MD
Kevin Madden, MD
Scranton Neurological Associates
802 Jefferson Avenue
Floor 5
Scranton, PA 18510
570-348-1118
Exam Fee/Report \$110.00 - \$275.00 hour -also depends on
disability, amount of records and amount of work involved.
2. Daniel Ackerman, MD
St. Luke's
240 Centronia Road
Allentown, PA 18104
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Exam Fee - Current Medicare rates - also depends on the level of disability, and
amount of work involved.
3. David Tabby, MD
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610-664-2584
Exam Fee/Report – Current Medicare rates – also depends on the level of disability
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235 Main Street, Suite 115
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Exam Fee \$2,000.00 to be paid 2 wks prior to appt.
No show fee \$1,000.00
5. Dr. Bragan (travels to Allentown)
111 Presidential Blvd
Bala Cynwyd, PA 19004
610-660-9930

Exam Fee	\$1,700.00
No Show Fee	\$1,700.00
Cancellation Fee within 7-3 days	\$1,050.00
Cancellation fee within 3 days	\$1,700.00

6. Richard Bennett, MD
5401 Old York Road
Philadelphia, PA 19141-3046
610-660-9930

Exam Fee	\$ 1,460.00
No Show Fee	\$ 700.00
Cancellation Fee within 3-5 days	\$ 250.00

Psychology

1. Richard Fischbein, MD
562 Wyoming Avenue
Kingston, PA 18704
570-552-3780

Exam Fee	\$2,500.00
Report Fee	\$ 630.00/hour
Psychological Testing (if needed)	\$ 400.00 per test
Deposition Fee	\$3,500.00 – half day flat fee \$7,000.00 -full day flat fee

2. James W. Truscott, PhD
John Heinz Institute of Rehabilitation
150 Mundy Street, Ste 5
Wilkes-Barre, PA 18702

Exam Fee	\$2,500.00
Report Fee	\$ 630.00/hour
Psychological Testing (if needed)	\$ 400.00 per test

3. Robert Cohn, MD
111 Presidential Blvd
Bala Cynwyd, PA 19004 (travels to Allentown)
610-660-9930

Exam Fee	\$ 2,250.00
No Show Fee	\$ 2,000.00
Cancellation Fee	\$ 700.00



DEPARTMENT OF LAW

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

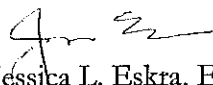
January 16, 2019

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AMENDING RESOLUTION NO. 86, 2018 ENTITLED "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 LOCAL UNION NO. 60 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO; TO INCLUDE ONLY THE IME PANEL OF PHYSICIANS FOR DISABILITY PENSIONS.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

JAN 16 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

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 BY AMENDING SECTIONS OF THE MEMORANDUM OF AGREEMENT DATED MARCH 11, 2016 REGARDING DISABILITY PENSIONS.

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, the "FOP" and the "City" entered into a Memorandum of Agreement on March 11, 2016, to resolve the pending Mandamus Action in the Court of Common Pleas of Lackawanna County; and

WHEREAS, the "FOP" and the "CITY" agree to paragraphs 7 through 9, inclusive to amend the Collective Bargaining Agreement between the parties regarding disability pensions; and

WHEREAS, the "FOP" and the "CITY" agree to amend the Memorandum of Agreement dated March 11, 2016 and their Collective Bargaining Agreement in certain respects but keep all other provisions intact; 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" that the panel of physicians attached to the Memorandum of Understanding shall be used as the panel of specialist physicians to determine whether police officers are entitled to disability pensions, in accordance with Paragraph 8 of the Memorandum of Agreement dated March 11, 2016 and their Collective Bargaining Agreement.

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

AND NOW, E.B. Jermyn Lodge No. 2 of the Fraternal Order of Police ("FOP") and the City of Scranton ("City"), agree to mutually bound by the promises contained herein, hereby state as follows:

WHEREAS the "FOP" and the "City" enter into a Memorandum of Agreement on March 11, 2016 to resolve the pending Mandamus Action in the Court of Common Pleas of Lackawanna County, captioned E.B. Jermyn Lodge No. 2 of the Fraternal Order of Police v. City of Scranton, Docket No. 13-CV- 6690; and

WHEREAS the "FOP" and the "City" agree to paragraphs 7 through 9, inclusive to amend the Collective Bargaining Agreement between the parties regarding disability pensions; and

WHEREAS, the "FOP" and the "City" agree to amend the Memorandum of Agreement dated March 11, 2016 and their Collective Bargaining Agreement in certain respects but keep all other provisions intact;

THEREFORE, intending to be legally bound, knowingly and voluntarily and in consideration of the promises and payments described in this Memorandum of Understanding, the parties hereby agree as follows:

1. The panel of physicians attached hereto as Exhibit "A" shall be used as the panel of specialist physicians to determine whether police officers are entitled to disability pensions, in accordance with Paragraph 8 of the Memorandum of Agreement dated March 11, 2016 and their Collective Bargaining Agreement. The panel of physicians attached hereto as Exhibit "A" can be amended upon mutual agreement of the "City" and "FOP"

2. The "City" and the Police Pension Fund shall split the cost of the disability pension application process, including but not limited to, the fees of the examining physicians and the third party administrator, at this time, being VocRehab.

E.B. Jernyn Lodge No. 2
Fraternal Order of Police

Paul H. [Signature]
President

8-3-18
DATE

City of Scranton

Janille Kennedy

August 3, 2018
DATE

CITY OF SCRANTON

ATTEST:

BY: _____
Lori Reed, City Clerk

BY: _____
William L. Courtright, Mayor

Date: _____

Date: _____

BY: _____
Roseann Novembrino, City Controller

Date: _____

APPROVED AS TO FORM:

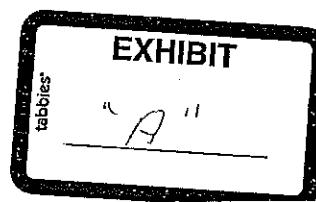
BY: _____
Jessica L. Eskra, Esq., City Solicitor

Date: _____

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City of Scranton

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Scranton, PA 18505
570-969-6327

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Cancellation Fee (less than 5 days) \$500.00

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Kevin Madden, MD
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Bala Cynwyd, PA 19004
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Cancellation fee within 3 days	\$1,700.00

6. Richard Bennett, MD

5401 Old York Road
Philadelphia, PA 19141-3046
610-660-9930

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Psychology

1. Richard Fischbein, MD

562 Wyoming Avenue
Kingston, PA 18704
570-552-3780

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Report Fee	\$ 630.00/hour
Psychological Testing (if needed)	\$ 400.00 per test
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2. James W. Truscott, PhD

John Heinz Institute of Rehabilitation
150 Mundy Street, Ste 5
Wilkes-Barre, PA 18702

Exam Fee	\$2,500.00
Report Fee	\$ 630.00/hour
Psychological Testing (if needed)	\$ 400.00 per test

3. Robert Cohn, MD

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Exam Fee	\$ 2,250.00
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DEPARTMENT OF LAW

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

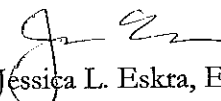
January 16, 2019

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF
SCRANTON AND LODGE NO. 2 OF THE FRATERNAL ORDER OF POLICE BY
AMENDING SECTIONS OF THE MEMORANDUM OF AGREEMENT DATED
MARCH 11, 2016 REGARDING DISABILITY PENSIONS.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

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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 do¹. 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.

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.

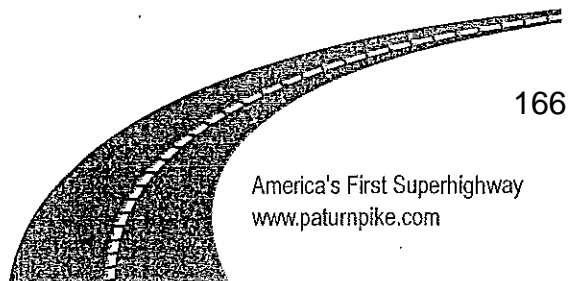
Please return **all three (3) copies** of the agreement to this office for execution by the Commission. A fully executed copy will be returned to you.

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

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]

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

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

January 4, 2019

RECEIVED

JAN 7 2019

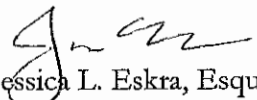
OFFICE OF CITY
COUNCIL/CITY CLERK

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

RECEIVED

JAN 7 2019

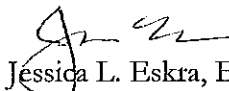
OFFICE OF CITY
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE 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

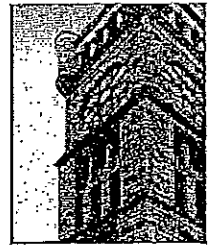
WHEREAS, after review of the request for proposals, it was determined that it would be in the best interest of the City to award the Contract to Commonwealth Energy Group, LLC for the reasons provided in the attached Memorandum from the Business Administrator.

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". The signature is written over the printed name and title.

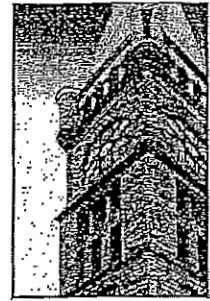
Julie Reed,
Purchasing Clerk

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



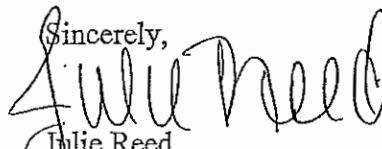
Dear Mr. Bulzoni

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

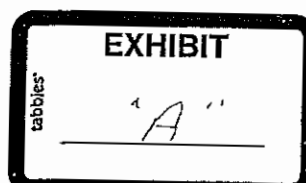
All proposals shall be in accordance with the provisions of the Request for Qualifications (RFQ) which is now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503. Copies may be requested by contacting the City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

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, 2nd 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. 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 . 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
2nd Floor
340 North Washington Avenue
Scranton, PA 18503

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

"Proposal – RFQ – City of Scranton 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

Email: info@cwenergygroup.com

Follow us at:  www.facebook.com/cwenergy

EXHIBIT

"B"

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

Website: www.cwenergygroup.com

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

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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, 4th 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.

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, 2nd 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. 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 . 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
2nd Floor
340 North Washington Avenue
Scranton, PA 18503**

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

"Proposal – RFQ – City of Scranton 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 [Signature]

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 COMMUNWEALTH 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)

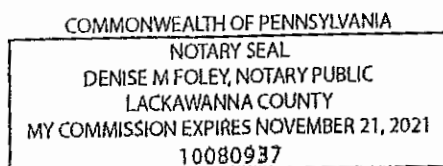
Commonwealth of Pennsylvania
County of Lackawanna

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
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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

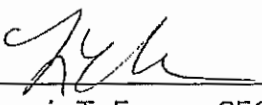
Louis T. Evans, CEO

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

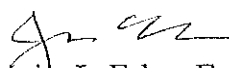
JAN 7 2019

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