

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**July 3, 2019**  
**12:30 PM**

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
  - 3.A MINUTES OF THE SCRANTON-LACKAWANNA HEALTH & WELFARE AUTHORITY MEETING HELD MARCH 21, 2019.  
  
[Scranton Lackawanna Health & Welfare Authority Minutes 03-21-19.pdf](#)
  - 3.B SCRANTON-LACKAWANNA HEALTH & WELFARE AUTHORITY COMBINED FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017 AND INDEPENDENT AUDITORS' REPORT.  
  
[Scranton Lackawanna Health & Welfare Authority Financial Stmts 2018 and 2017.pdf](#)
  - 3.C TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD JULY 17, 2019.  
  
[Tax Assessor's Report for 7-17-19.pdf](#)
  - 3.D SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISON REPORT 2018-2019 YEAR TO DATE JUNE 30, 2019.  
  
[Single Tax Office City Funds Distributed June 2018-2019.pdf](#)

- 3.E AGENDA FOR THE BOARD OF ZONING APPEALS MEETING TO BE HELD JULY 10, 2019.

[Zoning Board Meeting Agenda 7-10-19.pdf](#)

4. CITIZENS PARTICIPATION

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

5.A MOTIONS

5.B NO BUSINESS AT THIS TIME.

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 PUBLIC SAFETY – FOR ADOPTION - FILE OF THE COUNCIL NO. 67, 2019 – AMENDING FILE OF THE COUNCIL NO. 41, 2016, AMENDING FILE OF THE COUNCIL NO. 91, 2002 “AN ORDINANCE (AS AMENDED) PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES WITHIN THE CITY OF SCRANTON; ESTABLISHING HOURS OF OPERATION; PROVIDING FOR THE INSTALLATION OF METERS AND PARKING METER RATES; AUTHORIZING THE ENFORCEMENT OF PARKING ORDINANCES AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF’ BY AMENDING SECTION 3(A) TO REFLECT THE CHANGE IN HOURLY RATES” BY AMENDING SECTION 1 TO ADD A

DEFINITION, SECTION 7 TO MODIFY THE USE, SECTION 14(a) AND (b) TO CHANGE THE TEMPORARY SUSPENSION, SECTION 15(a) AND (b) TO ADDRESS CHANGES FOR PERMIT PARKING, AND TO ADD SECTION 21 ADOPTING THE MAP FOR ON-STREET PARKING, SECTION 22 TO ABOLISH TIME ZONE PARKING AND TO CREATE LOADING ZONES WITHIN THE DOWNTOWN.

[Ordinance-2019 Amending FOC 41, 2016 Parking Meter Zones.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION - FILE OF THE COUNCIL NO. 68, 2019 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO APPROVE DOWNTOWN RESIDENTIAL PARKING RATES FOR THE DOWNTOWN SCRANTON RESIDENT PARKING PROGRAM.

[Ordinance-2019 Approve Downtown Residential Parking Rates.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY – FOR ADOPTION – RESOLUTION NO. 130, 2019 – AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (“PENNDOT”) APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 6685 AT MULBERRY STREET (SR 3027) TO RELOCATE THE STOP BARS AND PERFORM LANE RE-STRIPING ON THE WESTERLY APPROACH OF MULBERRY STREET TO JEFFERSON AVENUE.

[Resolution-2019 Traffic Signal Permit Mulberry & Jefferson.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY – FOR

ADOPTION - RESOLUTION NO. 131, 2019 - ACCEPTING A DONATION FROM THE BOARD OF AMOS TOWERS PRESENTED TO THE CITY OF SCRANTON FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS FOR THE PURCHASE OF A 35MM CAMERA AND THREE (3) CORDLESS TOOL KITS TO BE USED IN FIRE INVESTIGATIONS.

[Resolution-2019 Donation from Amos Towers to SFD.pdf](#)

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON FINANCE - FOR ADOPTION - RESOLUTION NO. 132, 2019 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH FIDELITY DEPOSIT AND DISCOUNT BANK TO PROVIDE PAYING AGENT SERVICES FOR THE CITY OF SCRANTON FROM AUGUST 1, 2019 THROUGH DECEMBER 31, 2024.

[Resolution-2019 Contract with Fidelity Bank for Paying Agent Services.pdf](#)

- 7.F FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - RESOLUTION NO. 133, 2109 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MCCLURE COMPANY AS ENERGY SERVICES COMPANY (ESCO) FOR THE CITY OF SCRANTON TO PROVIDE THE MOST IMPACTFUL CITY-WIDE ENERGY SAVINGS STRATEGY TO IMPROVE THE EFFICIENCY OF CITY OWNED FACILITIES.

[Resolution-2019 McClure Company as Energy Services Company.pdf](#)

## 8. ADJOURNMENT

**SCRANTON LACKAWANNA HEALTH & WELFARE AUTHORITY  
MINUTES OF MEETING  
MARCH 21, 2019**

**RECEIVED**  
**JUN 26 2019**

**Attended By:**

**Authority Members:**

**Vincent O'Bell, Chairman**  
**William Lazor, Vice Chairman**  
**Jerry Preschutti, 2<sup>nd</sup> Vice Chairman**  
**Jerry Weinberger, Secretary**

**John Granahan, Asst. Secretary**  
**Victor Giambrone, Asst. Treasurer**  
**Timothy Farrell, Member**  
**Joseph DeAntona, Member**

**OFFICE OF CITY  
COUNCIL/CITY CLERK**

**Staff Members**

**Mary Ellen Clarke, Asst. Administrator**

**Also Attending:**

**Mr. Patrick Castellani, Controller & Asst. Treasurer, Marywood University**  
**Ms. Wendy Yankelitis, MBA, Assistant VP – Buildings & Grounds, Marywood University**  
**Mary Theresa Gardier Paterson, Esq., Secretary and General Counsel, Marywood University**

Mr. O'Bell, the Chairman of the Scranton Lackawanna Health and Welfare Authority called the Regular Board Meeting to order at 5:30pm.

**I. NEW BUSINESS**

**A. Marywood 2019 Project**

Mr. O'Bell welcomed representatives from Marywood University. Atty. Mary Theresa Paterson, General Counsel of Marywood University introduced Ms. Wendy Yankelitis, VP Buildings & Grounds and Mr. Patrick Castellani, Controller & Asst. Treasurer.

Ms. Wendy Yankelitis gave a detailed description of the 2019 Project. Marywood will be replacing their boiler system; decentralizing and putting individual boilers in each building along with replacing lights on campus and other energy saving upgrades. Marywood has entered into an agreement with Honeywell as project/construction manager. Marywood believes in using local contractors and pre-approves all contractors and works in compliance with Honeywell. Honeywell has guaranteed an annual savings of \$510,000. If the changes do not produce the guaranteed savings, Honeywell will write Marywood a check for that amount or make changes so that the savings is always within that range. Marywood hopes to start in May and will continue thru October and then continue into 2020.

Mr. Castellani noted that Marywood is working with Fidelity Bank on a 20 year term on \$9 million with a 4.49% rate over the 20 years. They also have a Master Trust Indenture that is in compliance with this debt.

Mr. Weinberger stated that he is in full favor of this project but wanted to mention that his brother is a local contractor and didn't know if he should abstain from voting. The board and Marywood did not feel that there would be a conflict.

Mr. O'Bell asked for a motion on the Marywood 2019 Project. Mr. Lazor motioned to approve the financing for the Marywood 2019 Project. It was seconded by Mr. Pazzaglia and passed unanimously.

Marywood thanked the board for their assistance.

**II. APPROVAL OF MINUTES**

Mr. O'Bell presented the Minutes of the January 17, 2019, meeting which had previously been e-mailed to the board members. Mr. Granahan moved that the minutes be approved as presented. Mr. Lazor seconded the motion and it passed unanimously.

**III. TREASURER'S REPORT**

**A. Approval of Expenditures**

Ms. Clarke presented the Treasurer's Reports for January and February 2019, a copy of which is incorporated with the Minutes of this Meeting. As of February 28, 2019, expenditures total \$8,417.67. The balance in the Budget is \$59,582.33. The balance in the operating fund is \$66,731.53. Income received for the month was \$2.65. A motion to approve the Treasurer's Report for February 28, 2019 was made by Mr. Pazzaglia. It was seconded by Mr. Weinberger and it passed unanimously.

**B. Investment Report**

Ms. Clarke presented the Investment Report and stated that a CD matured in February at P S Bank. A new CD was opened for the full amount at P S Bank earning 2.60% for 18 months... The next CD matures in May 2019.

**IV. OTHER BUSINESS**

**A. Scranton Parking Bond Issue – IRS Audit**

Ms. Clarke noted that she received a call this morning from Allen Tse, of the IRS relating to an Audit on the 2016 Scranton Parking Concession Project. Ms. Clarke passed the information on to the Authority's Solicitor. Atty. Koscelansky and Ramiro Carbonell of Stevens & Lee advised that typically Bond Counsel on the transaction would want to handle the Audit response. Ramiro Carbonell of Stevens & Lee contacted the borrower, NDC, to see how they wanted to handle this Audit. Atty. Marc Feller of Dilworth Paxson, LLP, Bond Counsel for the 2016 Scranton Parking Concession Project has notified Mr. Tse of the IRS that he will be handling the Audit for NDC.

Atty. Koscelansky recommended that the Authority approve a motion to allow the officers to sign any necessary documents and engagement letter with Counsel in connection with this Audit. The Board members discussed the audit and wanted to insure that the Authority would not be responsible for any or all charges relating to this Audit.

Mr. Granahan asked if we know what triggered the Audit. After reviewing the letter from the IRS, it was determined it was a routine audit of the bond issue to determine compliance with federal tax requirements.

Mr. Farrell made a motion to allow officers of the Board to sign any necessary document and engagement letters with counsel in connection with the Audit stipulating that any and all legal fees will be paid by the borrower. Mr. Weinberger seconded and it passed unanimously.

**B. Public Officials Insurance**

Mr. Weinberger stated that he had a discussion with Joe Zwick of Kincel Insurance relating to the Authority's Director's & Officers Liability Coverage and an Indemnification Clause. It was determined that since the Scranton Lackawanna Health and Welfare Authority is a Government Authority being covered on a Public Officials policy an Indemnification Clause is not needed as there is broad coverage for the Directors and Officers.

The board agreed to raise the limit to \$2,000,000 on this policy at a rate quote of \$3,620.00

Motion to renew our Officers & Directors policy with a \$2,000,000 limit was made by Mr. Lazor and second by Mr. Granahan.

**C. Fee Schedule Review and Discussion**

Mr. Weinberger wanted to review the Authority's Fee Policy. In approving the 2019 Marywood Project the Authority will receive a closing fee based on the current Fee Schedule; however Marywood's Annual Administration Fee will not increase due to the cap the Authority has on Administrative Fees for a client. The current Fee Policy has been in effect for many years and only a few exceptions have been made.

The board members discussed other Authorities and what they charge and would like to discuss this with Atty. Koscelansky at a future meeting.

After a brief discussion, the board decided to table this issue until the next meeting.

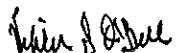
**D. 2019 Administrative Fees**

Ms. Clarke noted that all 2019 Administrative Fees have been received.

**E. Ethics Form**

Ms. Clarke asked all board members that have not returned their Ethics Form to please submit it soon.

With no further business, Mr. O'Bell asked for a motion to adjourn the meeting. Mr. DeAntona motioned and Mr. Granahan seconded. The meeting adjourned at 6:15PM

  
\_\_\_\_\_  
CHAIRMAN

  
\_\_\_\_\_  
SECRETARY

# SCRANTON/LACKAWANNA HEALTH AND WELFARE AUTHORITY

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

(570) 342-2353

FAX (570) 342-4088

June 20, 2019

RECEIVED

JUN 26 2019

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

OFFICE OF CITY  
COUNCIL/CITY CLERK

**RE: SCRANTON-LACKAWANNA HEALTH & WELFARE AUTHORITY MINUTES**

Dear Ms. Reed:

Pursuant to the Pennsylvania Municipality Authorities Act of 1945, enclosed you will find the Minutes of the Scranton-Lackawanna Health & Welfare Authority's Regular Board Meeting of March 21, 2019.

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

Sincerely,



Mary Ellen Clarke  
Asst. Administrator

Enc.



**SCRANTON LACKAWANNA  
HEALTH AND WELFARE AUTHORITY**

**COMBINED FINANCIAL STATEMENTS**

**FOR THE YEARS ENDED**

**DECEMBER 31, 2018 AND 2017**

**AND**

**INDEPENDENT AUDITORS' REPORT**

**RECEIVED**

**JUN 26 2019**

**OFFICE OF CITY  
COUNCIL/CITY CLERK**

**SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY**

**DECEMBER 31, 2018**

**MEMBERS:**

|                        |                               |
|------------------------|-------------------------------|
| Vincent O'Bell         | Chairman                      |
| William R. Lazor       | Vice Chairman                 |
| Gerald Preschutti      | 2 <sup>nd</sup> Vice Chairman |
| David W. Phaneuf       | Treasurer                     |
| Jerry Weinberger, Esq. | Secretary                     |
| Victor Giambrone       | Assistant Treasurer           |
| John Granahan          | Assistant Secretary           |
| Joseph DeAntona        |                               |
| Frank Pazzaglia        |                               |
| Timothy Farrell        |                               |
| Gary Cicerini          |                               |
| William Boyle          |                               |

**TRUSTEE:**

Various – See Separate Reports

**ADMINISTRATOR:**

Albert J. Magnotta, Jr.

**SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY**

FOR THE YEAR ENDED DECEMBER 31, 2018

COMBINED FINANCIAL STATEMENTS

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FUNDS IN CUSTODY OF AUTHORITY TREASURER

HEALTH CARE FACILITY REVENUE BOND – SERIES 2004  
(JEWISH HOME OF EASTERN PENNSYLVANIA PROJECT)

HEALTH CARE FACILITY REVENUE BOND – SERIES 2005  
(ELAN GARDENS PROJECT)

REVENUE NOTE – SERIES 2011  
(THE WRIGHT CENTER MEDICAL GROUP, P.C.)

REVENUE NOTES A & B – SERIES 2013  
(ST. MARY’S VILLA NURSING HOME, INC.)

REVENUE NOTE – SERIES 2014  
(MARYWOOD UNIVERSITY)

REVENUE NOTE – SERIES 2015  
(ALLIED HEALTH CARE SERVICES)

UNIVERSITY REVENUE BONDS – SERIES 2016  
(UNIVERSITY OF SCRANTON PROJECT)

REVENUE BONDS – SERIES 2016 A, B, C AND D  
(COMMUNITY DEVELOPMENT PROPERTIES, SCRANTON, INC. /  
SCRANTON PARKING SYSTEM CONCESSION PROJECT)

UNIVERSITY REVENUE BONDS – 2016  
(MARYWOOD UNIVERSITY PROJECT)

REVENUE NOTE – SERIES 2017  
(ALLIED HEALTH CARE SERVICES)

**SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY**  
**COMBINED REPORT**

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**INDEPENDENT AUDITORS' REPORT**

To The Members of the Board of the  
Scranton Lackawanna Health and  
Welfare Authority

**Report on the Financial Statements**

We have audited the accompanying Statement of Assets, Liabilities and Equity – Modified Cash Basis and Statement of Cash Receipts and Disbursements – Modified Cash Basis of the Funds in Custody of the Authority Treasurer and Trustees, of the Scranton Lackawanna Health and Welfare Authority, a component unit of Lackawanna County, as of and for the years ended December 31, 2018 and 2017, and the related notes to the financial statements, which collectively comprise the Authority's financial statements as listed in the table of contents.

We have also audited the following accompanying modified cash basis financial statements of the Scranton Lackawanna Health and Welfare Authority's Individual Issues:

Health Care Facility Revenue Bond – Series 2004 (Jewish Home of Eastern Pennsylvania Project)  
Health Care Facility Revenue Bond – Series 2005 (Elan Garden Project)  
Revenue Note – Series 2011 (The Wright Center Medical Group, P.C. Project)  
Revenue Notes A & B – Series 2013 (St. Mary's Villa Nursing Home, Inc. Project)  
Revenue Note – Series 2014 (Marywood University)  
Revenue Note – Series 2015 (Allied Health Care Services)  
University Revenue Bonds – Series 2016 (University of Scranton Project)  
Revenue Bonds – Series 2016 A, B, C and D (Community Development Properties, Scranton, Inc. /  
Scranton Parking System Concession Project)  
University Revenue Bonds – Series 2016 (Marywood University Project)  
Revenue Note – Series 2017 (Allied Health Care Services)

as of and for the years ended December 31, 2018 and 2017, and the related notes to the financial statements, which collectively comprise the financial statements as listed in the table of contents.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements for the Funds in Custody of the Authority Treasurer and Trustees in accordance with modified cash basis of accounting; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Management is responsible for the preparation and fair presentation of the individual issues' financial statements in accordance with the modified cash basis of accounting described in Note 2; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on the financial statements of the Funds in Custody of the Authority Treasurer based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Our responsibility is to express an opinion on the modified cash basis financial statements listed in the second paragraph based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the modified cash basis financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the Statement of Assets, Liabilities and Equity – Modified Cash Basis and Statement of Cash Receipts and Disbursements – Modified Cash Basis of the Funds in Custody of the Authority Treasurer, of the Scranton Lackawanna Health and Welfare Authority as of December 31, 2018, and for the year then ended in conformity with modified cash basis method of accounting.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective assets, liabilities and equity – modified cash basis of funds listed in the second paragraph as of December 31, 2018, and the respective cash receipts and disbursements – modified cash basis for all funds listed in the second paragraph for the year then ended, in accordance with the modified cash basis of accounting as described in Note 2.

### ***Basis of Accounting***

We draw attention to Note 2 of the financial statements which describes the basis of accounting. These financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than the accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### ***Other Matters***

The purpose of this presentation is to combine the separate reports for the Funds in Custody of the Authority Treasurer and for the individual issues listed in the second paragraph for use in completion of the Authority's annual Department of Community and Economic Development Report. All explanations, reservations and comments set forth in the aforementioned reports pertain also to this presentation. Users of this report should refer to the separate reports of the issues listed above in the first and second paragraphs for detailed footnote disclosures and other explanatory information.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 15, 2019 on our consideration of the Scranton Lackawanna Health and Welfare Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of the testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Scranton Lackawanna Health and Welfare Authority's internal control over financial reporting and compliance.

*Michael S. Baultch, LLC*

Dunmore, Pennsylvania  
May 15, 2019

**SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY**  
**COMBINED FINANCIAL STATEMENTS**

STATEMENTS OF ASSETS, LIABILITIES AND EQUITY - MODIFIED CASH BASIS  
DECEMBER 31, 2018 AND 2017

|  | <u>ASSETS</u> |                      |           |                      |
|--|---------------|----------------------|-----------|----------------------|
|  |               | <u>2018</u>          |           | <u>2017</u>          |
| Funds in Custody of Authority Treasurer:                       |               |                      |           |                      |
| Cash on Deposit  | \$            | 31,911               | \$        | 18,967               |
| Investments  |               | <u>1,474,661</u>     | \$        | <u>1,472,235</u>     |
|  |               | 1,506,572            |           | 1,491,202            |
| Funds in Custody of Trustees:                                  |               |                      |           |                      |
| The Bank of New York Trust Company:                            |               |                      |           |                      |
| University Revenue Bonds - Series of 2016                      |               | 1                    |           | 1                    |
| U.S. Bank National Association:                                |               |                      |           |                      |
| Scranton Parking System Concession Project                     |               |                      |           |                      |
| Bonds - Series of 2016 A, B, C and D                           |               | 3,682,795            |           | 3,642,185            |
| Wells Fargo Bank, National Association:                        |               |                      |           |                      |
| University Revenue Bonds - Series of 2016                      |               | <u>4,394,485</u>     | 8,077,281 | <u>4,305,566</u>     |
|  |               |                      |           | 7,947,752            |
| Future Rental Receivable                                       |               | 137,118,088          |           | 135,358,875          |
| Property, Plant and Equipment:                                 |               |                      |           |                      |
| Leasehold Interest - Jewish Home of Eastern Pennsylvania       |               | 1                    |           | 1                    |
| (2004 Series)  |               |                      |           |                      |
| Leasehold Interest - Elan Gardens (2005 Series)                |               | 1                    |           | 1                    |
| Leasehold Interest - Wright Center Medical Group               |               | 1                    |           | 1                    |
| (2011 Series)  |               |                      |           |                      |
| Leasehold Interest - St. Mary's Villa Nursing Home             |               | 1                    |           | 1                    |
| (2013 Series)  |               |                      |           |                      |
| Leasehold Interest - Marywood University (2014 Series)         |               | 1                    |           | 1                    |
| Leasehold Interest - Allied Health Care Services (2015 Series) |               | 1                    |           | 1                    |
| Leasehold Interest - University of Scranton (2016 Series)      |               | 1                    |           | 1                    |
| Leasehold Interest - Community Development Properties,         |               |                      |           |                      |
| Scranton, Inc. / Parking System Concession Project             |               |                      |           |                      |
| (2016 Series A, B, C and D)                                    |               | 1                    |           | 1                    |
| Leasehold Interest - Marywood University (2016 Series)         |               | 1                    |           | 1                    |
| Leasehold Interest - Allied Health Care Services (2017 Series) |               | <u>1</u>             |           | <u>1</u>             |
| TOTAL ASSETS   |               | <u>\$146,701,951</u> |           | <u>\$144,797,839</u> |

The accompanying notes are an integral part of the financial statements.

(Continued)



**SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY**  
**COMBINED FINANCIAL STATEMENTS**

STATEMENTS OF ASSETS, LIABILITIES AND EQUITY - MODIFIED CASH BASIS  
DECEMBER 31, 2018

|  | <u>LIABILITIES AND EQUITY</u> |                      |                   |                      |
|--|-------------------------------|----------------------|-------------------|----------------------|
|  |                               | <u>2018</u>          |                   | <u>2017</u>          |
| Bonded Indebtedness:   |                               |                      |                   |                      |
| Series of 2016 Bonds - University of Scranton  | \$ 25,460,000                 |                      | \$ 25,460,000     |                      |
| Series of 2016 A, B, C and D Bonds - Community Development Properties, Scranton, Inc. / Scranton Parking System Concession Project | 37,954,317                    |                      | 38,286,671        |                      |
| Series of 2016 Bonds - Marywood University   | <u>51,915,000</u>             | \$115,329,317        | <u>51,915,000</u> | \$115,661,671        |
| Notes and Mortgages Payable:   |                               |                      |                   |                      |
| Healthcare Facility Revenue Bond Dated 2004  | 374,390                       |                      | 656,124           |                      |
| Healthcare Facility Revenue Bond Dated 2005  | 640,144                       |                      | 942,895           |                      |
| Revenue Note Dated 2011  | 1,971,646                     |                      | 2,094,347         |                      |
| Revenue Note A Dated 2013  | 1,472,635                     |                      | 1,594,245         |                      |
| Revenue Note B Dated 2013  | 127,989                       |                      | 243,965           |                      |
| Revenue Note Dated 2014  | 8,700,805                     |                      | 9,095,509         |                      |
| Revenue Note Dated 2015  | 778,255                       |                      | 892,565           |                      |
| Revenue Note Dated 2017  | <u>7,722,907</u>              | 21,788,771           | <u>4,177,554</u>  | 19,697,204           |
| Funds Allocated:   |                               |                      |                   |                      |
| Funds in Custody of Trustee:   |                               |                      |                   |                      |
| University Revenue Bonds - Series of 2016  | 1                             |                      | 1                 |                      |
| Scranton Parking System Concession Project   |                               |                      |                   |                      |
| Bonds - Series of 2016 A, B, C and D   | 3,682,795                     |                      | 3,642,185         |                      |
| University Revenue Bonds - Series of 2016  | <u>4,394,485</u>              | 8,077,281            | <u>4,305,566</u>  | 7,947,752            |
| Funds in Custody of Authority Treasurer  |                               | 1,505,476            |                   | 1,490,106            |
| Payroll Taxes Payable  |                               | <u>1,096</u>         |                   | <u>1,096</u>         |
| TOTAL LIABILITIES  |                               | 146,701,941          |                   | 144,797,829          |
| EQUITY   |                               | <u>10</u>            |                   | <u>10</u>            |
| TOTAL LIABILITIES AND EQUITY   |                               | <u>\$146,701,951</u> |                   | <u>\$144,797,839</u> |

The accompanying notes are an integral part of the financial statements.

(Concluded)

**SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY**  
**COMBINED FINANCIAL STATEMENTS**

STATEMENTS OF CASH RECEIPTS AND DISBURSEMENTS -  
 ALL FUNDS - MODIFIED CASH BASIS  
 FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

|  | <u>2018</u>          | <u>2017</u>          |
|--|----------------------|----------------------|
| BEGINNING BALANCE                              | \$ 9,437,858         | \$ 9,519,693         |
| RECEIPTS:                                      |                      |                      |
| Administrative fee                             | 50,231               | 58,390               |
| Rentals  | 11,813,101           | 16,806,741           |
| Note proceeds                                  | 4,948,345            | 5,051,655            |
| Interest income (all sources)                  | <u>141,797</u>       | <u>101,568</u>       |
| TOTAL RECEIPTS AND BEGINNING BALANCE           | <u>\$ 26,391,332</u> | <u>\$ 31,538,047</u> |
| DISBURSEMENTS:                                 |                      |                      |
| Requisitions, closing costs and other expenses | \$ 5,991,476         | \$ 5,828,803         |
| Interest payments - notes and bonds            | 5,703,129            | 5,663,071            |
| Principal payments - notes                     | 3,204,512            | 7,751,165            |
| Transfer to other funds                        | 1,847,152            | 2,797,141            |
| Wages, taxes and benefits                      | 33,336               | 33,187               |
| Professional fees                              | 14,500               | 14,546               |
| Rent expense                                   | 6,000                | 6,000                |
| Insurance                                      | 5,234                | 4,290                |
| Office supplies, furniture and expenses        | 2,574                | 1,315                |
| Advertising                                    | 662                  | 671                  |
| ENDING BALANCE                                 | <u>9,582,757</u>     | <u>9,437,858</u>     |
| TOTAL DISBURSEMENTS AND ENDING BALANCE         | <u>\$ 26,391,332</u> | <u>\$ 31,538,047</u> |

The accompanying notes are an integral part of the financial statements.

**SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY**  
**COMBINED FINANCIAL STATEMENTS**

STATEMENTS OF CASH RECEIPTS AND DISBURSEMENTS EXCLUDING  
FUNDS IN CUSTODY OF AUTHORITY TREASURER AND TRUSTEES - MODIFIED CASH BASIS  
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

---

|  | <u>2018</u>          | <u>2017</u>          |
|--|----------------------|----------------------|
| BEGINNING BALANCE                              | \$ 7,947,752         | \$ 8,056,454         |
| RECEIPTS:                                      |                      |                      |
| Rentals  | 11,813,101           | 16,806,741           |
| Interest income                                | 114,352              | 73,082               |
| Note proceeds                                  | <u>4,948,345</u>     | <u>5,051,655</u>     |
| TOTAL RECEIPTS AND BEGINNING BALANCE           | <u>\$ 24,823,550</u> | <u>\$ 29,987,932</u> |
| DISBURSEMENTS:                                 |                      |                      |
| Requisitions, closing costs and other expenses | \$ 5,991,476         | \$ 5,828,803         |
| Interest payments - notes and bonds            | 5,703,129            | 5,663,071            |
| Principal payments - notes                     | 3,204,512            | 7,751,165            |
| Transfer to other funds                        | 1,847,152            | 2,797,141            |
| ENDING BALANCE                                 | <u>8,077,281</u>     | <u>7,947,752</u>     |
| TOTAL DISBURSEMENTS AND ENDING BALANCE         | <u>\$ 24,823,550</u> | <u>\$ 29,987,932</u> |

The accompanying notes are an integral part of the financial statements.

**SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY**  
**COMBINED FINANCIAL STATEMENTS**

STATEMENTS OF CASH RECEIPTS AND DISBURSEMENTS - FUNDS IN  
CUSTODY OF AUTHORITY TREASURER - MODIFIED CASH BASIS  
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

---

|   | <u>2018</u>         | <u>2017</u>         |
|---|---------------------|---------------------|
| BEGINNING BALANCE                       | \$ 1,490,106        | \$ 1,463,239        |
| ADMINISTRATIVE FEE                      | 50,231              | 58,390              |
| INTEREST INCOME                         | <u>27,445</u>       | <u>28,486</u>       |
| TOTAL RECEIPTS AND BEGINNING BALANCE    | <u>\$ 1,567,782</u> | <u>\$ 1,550,115</u> |
| DISBURSEMENTS:                          |                     |                     |
| Wages, taxes and benefits               | \$ 33,336           | \$ 33,187           |
| Professional fees                       | 14,500              | 14,546              |
| Rent expense                            | 6,000               | 6,000               |
| Insurance                               | 5,234               | 4,290               |
| Office supplies, furniture and expenses | 2,574               | 1,315               |
| Advertising                             | 662                 | 671                 |
| ENDING BALANCE                          | <u>1,505,476</u>    | <u>1,490,106</u>    |
| TOTAL DISBURSEMENTS AND ENDING BALANCE  | <u>\$ 1,567,782</u> | <u>\$ 1,550,115</u> |

The accompanying notes are an integral part of the financial statements.

# **SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY**

## **NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2018**

---

### **NOTE 1 - GENERAL:**

The Scranton Lackawanna Health and Welfare Authority ("Authority") was incorporated under the Pennsylvania Municipal Authorities Act of 1945, (as amended) by the City of Scranton, and The Articles of Incorporation thereof were approved and filed in the Department of State of the Commonwealth of Pennsylvania on September 16, 1962. The County of Lackawanna, by certificate of joinder duly approved on October 25, 1963, joined as a member of the Authority.

Scranton Lackawanna Health and Welfare Authority is a component unit of Lackawanna County.

The Authority may acquire, hold, construct, improve, maintain, operate, own and lease hospital, health care and educational facilities, both in the capacity of lessor or lessee.

The Authority has no stockholders or equity holders and all bond or note proceeds, revenues or other cash received must be applied for specific purposes in accordance with the provisions of the bank and note indentures for security of the bond and note holders. The bonds are limited, non-recourse obligations of the issuers, payable solely from any revenues, receipts, funds or moneys pledged therefore and from any amounts otherwise available under their respective financing documents for the payment thereof, including those derived under their respective Bond documents and those on deposit in all funds and accounts held under their respective financing documents, all of which are pledged and assigned to their respective Trustees for Bondholders equally and ratably for the benefit and protection of their Bondholders.

The notes issued by the Authority are limited obligations of the Authority. Such notes are payable solely from the revenues (other than annual and administrative fees of the Authority) held by or payable to the trustee, or from funds provided by the institutions for which the financings were performed as specified in the documents under which they were used. The notes are not a debt of the City of Scranton, the County of Lackawanna, the Commonwealth of Pennsylvania, or any political subdivision agency or instrumentally thereof other than the Authority, nor are such notes guaranteed by such political entities.

### **NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES:**

Basis of Accounting for Funds in Custody of Authority Treasurer – This fund is a special purpose government as described in Government Accounting Standards Board (G.A.S.B.) Statement #34. The Authority reports its government-wide and fund financial statement using a combined presentation in the financial statements for the Funds in Custody of the Authority Treasurer.

(continued)

**SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2018**

**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES: (Continued)**

**Basis of Accounting for All Fund Excluding Funds in Custody of Authority Treasurer -** The financial statements of the Authority are presented in conformity with the Governmental Accounting Standards Board (GASB). The Authority prepares its financial statements on a modified cash basis. Under this basis, revenues are recognized when collected rather than when earned, and expenses are recognized when paid rather than when incurred. Future lease rentals receivable and debt have been recorded when appropriate.

The Authority's financial statements include all the individual issues of the Authority. Each fund is a separate entity accounted for by a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues and expenditures.

**Restricted Funds -** The accompanying financial statements combine the restricted funds of the various outstanding note issues by fund type or purpose.

**Administrative Fees -** Administrative fees are determined as a specified percentage of the initial principal amount of debt issued (subject to minimum and maximum fee limitations). The annual fees are payable throughout the term of the related lease. Initial application fees are recognized as revenue as services are performed, annual fees are recognized as revenue when they become due.

**Use of Estimates -** The preparation of the financial statements in conformity with the modified cash basis method of accounting requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**NOTE 3 - NOTES AND BONDS PAYABLE:**

**Description of Note Payable Obligations -** Notes payable have been issued by the Authority on various dates. The notes are limited obligations of the Authority and are payable solely from the amounts held by the Trustees as restricted fund balances of the Authority for specific obligations, investment income earned thereon and lease payments to be received from the institutions that have facilities financed by the note proceeds.

**Description of Bond Payable Obligations -** Bonds payable have been issued by the Authority on various dates. Bonds generally mature serially in varying annual installments. Several issues include term bonds that will be redeemed from sinking funds. The bond issues documents require the institutions to establish and maintain certain restricted fund balances at specified amounts with the trustee for the bond issue. The bonds are limited obligations of the Authority and are payable solely from the amounts held by the trustees as restricted fund balances of the Authority for specific obligations, investment income earned thereon, and lease payments to be received from the institutions that have facilities financed by the bond proceeds.

(continued)

**SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2018**

**NOTE 3 - NOTES AND BONDS PAYABLE: (Continued)**

The total annual debt service requirements for all bond and note issues of the Authority as of December 31, 2018 are as follows:

| <u>Year End</u> |    | <u>Principal</u>   | <u>Interest</u>       | <u>Total</u>          |
|-----------------|----|--------------------|-----------------------|-----------------------|
| December 31,    |    |                    |                       |                       |
| 2019            | \$ | 3,158,962          | \$ 5,689,461          | \$ 8,848,423          |
| 2020            |    | 3,021,205          | 5,611,866             | 8,633,071             |
| 2021            |    | 3,218,262          | 5,643,735             | 8,861,997             |
| 2022            |    | 3,405,954          | 5,542,825             | 8,948,779             |
| 2023            |    | 3,617,823          | 5,460,295             | 9,078,118             |
| 2024 - 2028     |    | 15,990,645         | 25,957,567            | 41,948,212            |
| 2029 - 2033     |    | 19,090,214         | 24,848,399            | 43,938,613            |
| 2034 - 2038     |    | 27,067,781         | 21,862,535            | 48,930,316            |
| 2039 - 2043     |    | 19,962,617         | 16,151,306            | 36,113,923            |
| 2044 - 2048     |    | 21,070,487         | 11,605,742            | 32,676,229            |
| 2049 - 2053     |    | 7,655,330          | 9,516,899             | 17,172,229            |
| 2054 - 2058     |    | <u>9,858,808</u>   | <u>7,132,753</u>      | <u>16,991,561</u>     |
| Total           | \$ | <u>137,118,088</u> | \$ <u>145,023,383</u> | \$ <u>282,141,471</u> |

Each individual bond and note issues debt service requirements are presented in each of the individual financial statements.

**NOTE 4 - CASH, CASH EQUIVALENTS AND INVESTMENTS**

The deposits held at financial institutions can be categorized according to the three levels of risk. The three levels of risk are as follows:

- Category 1 Deposits which are insured or collateralized with securities held by the Authority or by its agent in the Authority's name.
- Category 2 Deposits which are collateralized with securities held by the pledging financial institution's trust department or agent in the Authority's name.
- Category 3 Deposits which are not collateralized or insured.

(continued)

**SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2018**

**NOTE 4 - CASH, CASH EQUIVALENTS AND INVESTMENTS: (Continued)**

Cash and Cash Equivalents

The Authority's cash and cash equivalents deposited with financial institutions were invested in checking and money market funds. These deposits were covered by Federal Depository Insurance or secured by collateral held by the Authority's agent in the Authority's name. At December 31, 2018, the carrying amount of the Authority's deposits was \$31,911 and the bank balances were \$31,911.

Based on these three levels of risk, all of the Authority's cash and cash equivalents are classified as Category 1.

Checking, savings, money market and certificates of deposit accounts are covered by federal deposit insurance or on a pooled basis under the provisions of Act 72 of 1971.

Investments

The Authority's investments are categorized below to give an indication of the level of risk assumed by the entity at December 31, 2018.

|                         | <u>Category 1</u>  | <u>Carrying<br/>Amount</u> | <u>Market<br/>Value</u> |
|-------------------------|--------------------|----------------------------|-------------------------|
| Certificates of Deposit | <u>\$9,551,942</u> | <u>\$9,551,942</u>         | <u>\$9,551,942</u>      |

**NOTE 5 - DATE OF MANAGEMENT EVALUATION:**

Management has evaluated subsequent events through May 15, 2019, the date on which the financial statements were available to be issued.

(concluded)



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To The Members of the Board of The  
Scranton Lackawanna Health and Welfare Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the government activities and general fund of the Funds in Custody of Authority Treasurer and Trustees of the Scranton Lackawanna Health and Welfare Authority as of and for the year ended December 31, 2018, and the related notes to the financial statements, which collectively comprise the Funds in Custody of Authority Treasurer of the Scranton Lackawanna Health and Welfare Authority's financial statements, and have issued our report thereon dated May 15, 2019.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Funds in Custody of Authority Treasurer of the Scranton Lackawanna Health and Welfare Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Funds in Custody of Authority Treasurer of the Scranton Lackawanna Health and Welfare Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Funds in Custody of Authority Treasurer of the Scranton Lackawanna Health and Welfare Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Funds in Custody of Authority Treasurer of the Scranton Lackawanna Health and Welfare Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Michael A. Smith, LLC*

Dunmore, Pennsylvania  
May 15, 2019

# SCRANTON/LACKAWANNA HEALTH AND WELFARE AUTHORITY

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

(570) 342-2353

FAX (570) 342-4088

June 20, 2019

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JUN 26 2019

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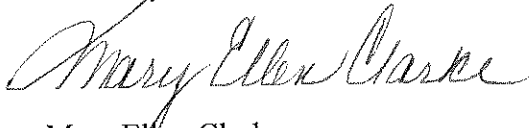
Scranton City Council  
Attn: Lori Reed  
340 N. Washington Ave.  
Scranton, PA 18503

**RE: 2018 Audit Report**

Dear Ms. Reed:

Enclosed you will find the 2018 Combined Audit Report for the Scranton Lackawanna Health and Welfare Authority. If you have any questions or need additional information, please call at any time.

Sincerely,



Mary Ellen Clarke  
Assistant Administrator

Encl.

# TAX ASSESSOR'S REPORT

Hearing Date: 07/17/19

| Time     | Name                           | Boro/Twp.          | Pin Number    | Attorney          | Proposed/Current Assessed Value | After Appeal Value |
|----------|--------------------------------|--------------------|---------------|-------------------|---------------------------------|--------------------|
| 10:00 AM | CHURILLA SUSAN J & GEORGE      | SCRANTON           | 13304020008   |                   | 24000                           |                    |
| 10:10 AM | LATORE JOSEPH M & PATRICIA A   | SCRANTON           | 13510040020   |                   | 14000                           |                    |
| 10:20 AM | SCHULTZ JOHN R & CANDY B       | SCRANTON CITY      | 1341601003401 | KEVIN SMITH       | 41750                           |                    |
| 10:20 AM | COOK LAWRENCE D & CAROLYN      | SCRANTON           | 14420030037   | KEVIN SMITH       | 23051                           |                    |
| 10:20 AM | NANCY B CERESKO REV TRUST ET   | MOOSIC             | 1860101004001 | KEVIN SMITH       | 31500                           |                    |
| 10:20 AM | HOULIHAN PATRICK J & TARA P    | NORTH ABINGTON TWP | 06902030012   | KEVIN SMITH       | 51000                           |                    |
| 10:40 AM | SAWKO MICHAEL JR & PATRICIA    | CLIFTON TWP        | 23302110041   |                   | 19000                           |                    |
| 10:50 AM | IRELAN VICTOR P JR & WESLEY S  | COVINGTON TWP      | 22002090791   |                   | 5650                            |                    |
| 11:00 AM | KEGG BARRY K & FISHER JUDITH   | COVINGTON          | 22701020053   |                   | 5000                            |                    |
| 11:10 AM | CHEESMAN JOSHUA CAINE & PARI   | DALTON             | 0690101000101 |                   | 33500                           |                    |
| 11:20 AM | CONABOY JAMES & JOETTE LYNN    | DUNMORE            | 1580302013132 | JAMES CONABOY     | 36500                           |                    |
| 11:30 AM | GRECO JEREMY                   | SCOTT TWP          | 06102020010   | JEFFREY NEPA      | 6500                            |                    |
| 11:40 AM | VENTRE ROSS J II               | SPRINGBROOK TWP    | 2180301000109 |                   | 63750                           |                    |
| 11:50 AM | TRACY MICHAEL R & KIERA        | ROARING BROOK      | 1600102000593 |                   | 74690                           |                    |
| 12:00 PM | SMOLLY JOHN & DANIELLE         | THROOP             | 1250103004990 |                   | 45500                           |                    |
| 12:10 PM | MULEA MARIE                    | THROOP             | 12509020017   |                   | 13800                           |                    |
| 12:20 PM | DUFFY DONALD & M-REGAN P & F   | NEWTON TWP         | 1310301000304 |                   | 75000                           |                    |
| 12:30 PM | BRUNDAGE P J & C-DESANDO F & L | JEFFERSON          | 14001030007   |                   | 12500                           |                    |
| 12:40 PM | WOLSKI JOSE Y & PAUL-WORMAN Y  | MADISON            | 19902010005   | JOSEPH TOCZYDLOWS | 5000                            |                    |
| 12:40 PM | WOLSKI JOSE Y A & PAUL & YVONN | MADISON TWP        | 1990201000401 | JOSEPH TOCZYDLOWS | 10000                           |                    |
| 12:50 PM | SHEN MANUFACTURING COMPANY     | BLAKLEY            | 10319LL0002   | EDWIN ABRAHAMSEN  | 707000                          |                    |

TOTAL RECORDS 21

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Linda Crofton 5709636385

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**SINGLE TAX OFFICE  
CITY FUNDS DISTRIBUTED  
COMPARISON 2018 - 2019**

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|                        | <u>YTD</u><br><u>6/30/2019</u> | <u>YTD</u><br><u>6/30/2018</u> | <u>Increase</u><br><u>(Decrease)</u> | <u>Pct.</u> |
|------------------------|--------------------------------|--------------------------------|--------------------------------------|-------------|
| Real Estate            | \$25,608,836.43                | \$25,787,292.26                | (\$178,455.83)                       | -0.7%       |
| Delinquent Real Estate | \$1,106,935.40                 | \$1,062,040.20                 | \$44,895.20                          | 4.2%        |
| LST/EMS                | \$2,485,602.84                 | \$2,467,799.88                 | \$17,802.96                          | 0.7%        |
| Bus Priv/Merc          | \$2,226,951.48                 | \$2,227,166.48                 | (\$215.00)                           | 0.0%        |
|                        | <b>\$31,428,326.15</b>         | <b>\$31,544,793.82</b>         | <b>(\$115,972.67)</b>                |             |

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JUN 28 2019

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JUL 01 2019

DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

OFFICE OF CITY

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE (717) 348-1571 • FAX (717) 348-4171

COUNCIL CHAMBERS

**THE ZONING HEARING BOARD OF THE CITY OF SCRANTON HEREBY GIVES NOTICE THAT IT WILL CONDUCT A PUBLIC HEARING AT CITY HALL, 340 N WASHINGTON AVE., CITY COUNCIL CHAMBERS (2nd Floor) ON WEDNESDAY, JULY 10, 2019 @ 6 PM, TO CONSIDER, DELIBERATE, DISCUSS AND/OR TAKE OFFICIAL ACTION ON ANY MATTER THAT MAY LAWFULLY COME BEFORE IT AND TO CONSIDER THE FOLLOWING APPLICATIONS:**

- 1) Dennis Rutowicz, 1413-1415 N. Sumner Ave. seeks a variance in order to re-open this vacant address as a three (3) unit building. R-2 Zone.**
- 2) Demetrio Madind, DBA DMC AUTO REPAIR CORP. Applicant seeks use variance to open a used automobile dealership, located at 501 N. Keyser Ave. C-N Zone.**
- 3) Barletta Outdoor Media, LLC., Seeks a variance to install new 300 sq. ft. off-premise sign (billboard) at 319-321 N Main Ave. C-N Zone.**
- 4) Bing Cheng, Seeks Special Exception approval pursuant to Section 806.E.3 to reestablish a 4 unit building at 913-915 Eynon St. R-2 Zone.**
- 5) 136 South 7th St. LLC, appeals determination of Zoning Officer that the 4 unit use of the building has been abandoned pursuant to 806.E.1 and/or in the alternative seeks variance to reopen building as a 4 unit building. 325 Prospect Ave. R-2 Zone**
- 6) Back Streets Enterprises, LLC seeks Special Exception pursuant to Section 806.C.3.a to expand non-conforming**

tavern by more than 5% by adding outside patio and covered bar area. 2225 Jackson St. R-1A Zone.

- 7) Continuation of hearing on Brick Investment Corp. seeking a variance and or special exception for 1800 N. Washington Ave. This location is the former Scranton School for the Deaf. Applicant seeks Zoning Hearing Board approval for a mixed use restaurant, office space, event space, dormitories, and recreation campus. INS-L Zone.

**ANYONE INTERESTED IN BECOMING A PARTY TO THE ABOVE LISTED CASES ARE DIRECTED TO CONTACT THE CITY ZONING OFFICER @ 570-348-4280. SHAWN WALSH , CHAIRMAN, SCRANTON ZONING BOARD. PUBLIC PARTICIPATION WELCOME.**

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

2019

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 41, 2016, AMENDING FILE OF THE COUNCIL NO. 91, 2002 "AN ORDINANCE (AS AMENDED) PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES WITHIN THE CITY OF SCRANTON; ESTABLISHING HOURS OF OPERATION; PROVIDING FOR THE INSTALLATION OF METERS AND PARKING METER RATES; AUTHORIZING THE ENFORCEMENT OF PARKING ORDINANCES AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF BY AMENDING SECTION 3(A) TO REFLECT THE CHANGE IN HOURLY RATES" BY AMENDING SECTION 1 TO ADD A DEFINITION, SECTION 7 TO MODIFY THE USE, SECTION 14(a) AND (b) TO CHANGE THE TEMPORARY SUSPENSION, SECTION 15 (a) AND (b) TO ADDRESS CHANGES FOR PERMIT PARKING, AND TO ADD SECTION 21 ADOPTING THE MAP FOR ON-STREET PARKING, SECTION 22 TO ABOLISH TIME ZONE PARKING AND TO CREATE LOADING ZONES WITHIN THE DOWNTOWN.

WHEREAS, the City entered into the Scranton Metered Parking System Concession and Service Agreement on August 23, 2016, the "Concession Agreement" with the Community Development Properties, Scranton, Inc., "CDPSI or the Concessionaire," pursuant to which the Concessionaire acquired the facilities and the right to operate Scranton's Metered Parking System; and

WHEREAS, Article 4 of the Concession Agreement requires the Concessionaire to make the Capital Improvements to the Metered Parking System set forth both in Article 4 and in the Second Amendment to Concession and Lease Agreement adopted by File of the Council No. 23, 2018, and further, Article 4.2 of the Concession Agreement requires the City to provide the authorizations necessary to enable the Concessionaire to implement the installation of those Capital Improvements; and

WHEREAS, the City has determined that, in order to improve on-street parking, to promote the public welfare by administering, supervising and enforcing an efficient system of on-street parking regulations, and to provide sufficient resources to effectuate the foregoing, it is in the best interest of the City of Scranton to amend the File of the Council No. 91, 2002, as amended, to reflect the replacement of traditional coin parking meters with technologically advanced "Multi Space Pay Stations" (hereinafter MSPS), as well as to modify the process for obtaining a temporary suspension of on-street parking MSPS systems, provide for permit parking in certain MSPS areas, establishing a designated map for MSPS locations, and abolish Time Zone Parking Spaces while creating business Loading and Unloading Zones.



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

**SECTION 1.** File of the Council No. 91, 2002, Section 1, as amended, is hereby amended to add the following definitions:

“Multi Space Pay Station” (MSPS) - Means a device used for on-street parking that will log the license plate of a parked vehicle and which can accept payment by credit card, cellular phone, and/or coins.

“Parking Space” – Means each individual eighteen (18) consecutive feet along the curb of a street where parking is permissible on a street where an MSPS is located.

**SECTION 2.** File of the Council No. 91, 2002, Section 7, Use of Meters – Deposit of Coin or Token, as amended, is hereby amended and replaced in its entirety to read:

When any vehicle shall be parked in any space on a street on which a Multi Space Pay Station is located, in accordance with the provisions of this article, the operator shall, upon entering the parking space, immediately register the vehicle at the nearest MSPS located on that side of the street by entering their license plate number and paying the required amount by either credit card or coin, or through their cell phone. Upon payment, the parking space may be lawfully occupied by such vehicle during the period of parking time which has been prescribed. Failure to pay or register the applicable license plate number shall constitute a violation of this article and shall subject such person to the penalty set forth in Section 17. In the event that an MSPS is out of order or malfunctioning, this does not preclude the vehicle from complying with the provisions of this Ordinance by utilizing the next closest MSPS and may result in the assessment of a penalty as described in Section 17. If such vehicle remains parked in any space beyond the parking time limit fixed for such parking space, such vehicle shall be considered as parked overtime and beyond the period of legal parking time. The parking of a vehicle overtime or beyond the period of legal parking time in any such part of a street where any such multi space pay station is located, disabled or removed for repair shall be a violation of this article and punishable as hereinafter set forth.

**SECTION 3.** File of the Council No. 91, 2002, Section 14, Temporary Suspension – Prescribing Other Regulations, as amended, is hereby amended and replaced in its entirety to read:

(a) The provisions of this article may be temporarily suspended by the City of Scranton, and it may prescribe temporarily such other rules and regulations as traffic conditions may require.

(b) A parking space located in an area subject to a multi space pay station may be temporarily suspended by the City, its lessors and/or agents for purposes of managing and controlling it's on street parking system, for the purpose of street construction, traffic conditions, public events, or public safety, at the sole discretion of the City. The City, its lessors and/or agents is authorized to issue a permit to any person, company, firm, or corporation for the temporary suspension of a Parking Space so that the vehicle of said person, company, firm, or corporation may be parked in said Parking Space. The fee for such permit shall be as outlined in the Concession Agreement.

**SECTION 4.** File of the Council No. 91, 2002, Section 15 (a) and (b), Exceptions, as amended is hereby amended and replaced in its entirety to read:

(a) Nothing in this article shall be construed as prohibiting the City from providing for free parking for loading and unloading purposes, for bus stops, for public safety concerns and other matters of a similar nature.

(b) Those individuals residing in residential complexes on the 300 block of Madison Avenue where meters presently exist and where Multi Space Pay Stations will be located may apply to the City for a Parking Permit. The resident must show proof of residency in the form of state issued photo identification. The resident shall also show proof of vehicle ownership by providing a valid Title or Registration. If a resident establishes proof of residency and vehicle ownership to the satisfaction of the City then a Parking Permit shall be issued. There will be a maximum of two (2) permits per rental unit allowed. The Parking Permit shall authorize the holder to park in any parking space located only on the block of the person's residence. The Permit shall be displayed on the Vehicle in a prominent place readily identifiable by enforcement personnel. The Permit Fee shall be for \$10 per month. Permits will expire on the last day of each calendar year, and shall require annual renewal. Permits may be revoked due to nonpayment.

**SECTION 5.** File of the Council No. 91, 2002, as amended, is hereby amended to add:

**Section 21.** The City hereby adopts designated areas in which multi space pay stations are permitted, as outlined in the map attached hereto as Exhibit "A."

**SECTION 6.** File of the Council No. 91, 2002, as amended, is hereby amended to add:

**Section 22.**

- (a) The City hereby abolishes, repeals, and no longer authorizes Time Zone or Patron Parking Spaces. Time Zone or Patron Parking Spaces, including inter alia, "15 Minute Only" and "30 Minute Only," as well as spaces designated for patrons of specific businesses. Any such signs shall be removed by the City, its lessors or agents for purposes of management of its on street parking system.
- (b) Designated Time Zone or Patron Parking Spaces shall be permissible for government and medical facilities, to include City Hall, Lackawanna County, and/or the Federal Government at the sole discretion of the City.
- (c) The unauthorized installation of such signs shall result in a fine equal to the amount of lost revenue from the date of installation until it is removed assessed against the person or entity responsible for installing such sign.
- (d) The City shall designate up to one (1) "Loading/Unloading Zone - 30 Minute Only Parking" per block at its sole discretion for use by businesses located thereon.

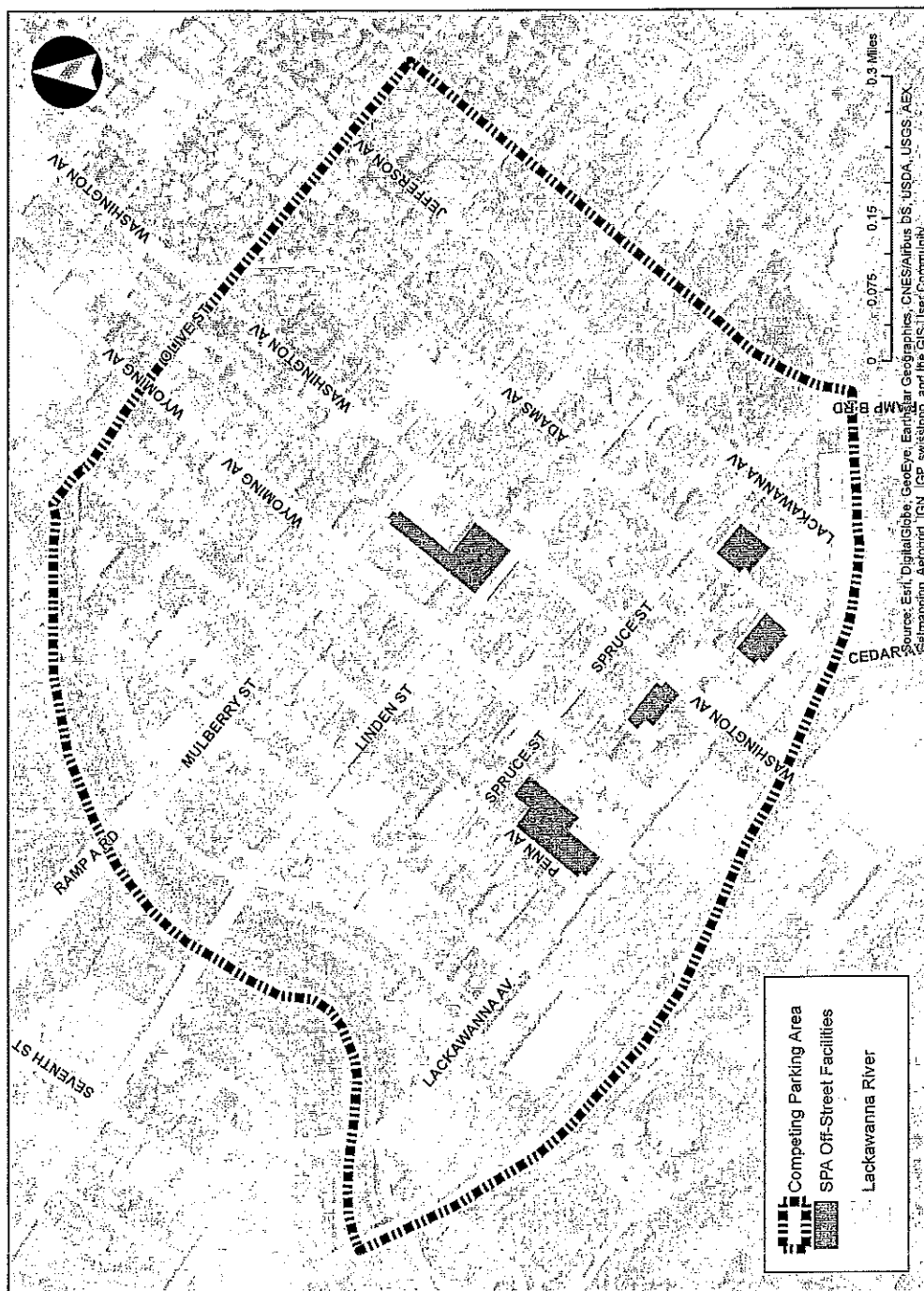
**SECTION 7.** In all other respects File of Council No. 91, 2002, as amended, and File of Council No. 41, 2016, shall remain in full force and effect.

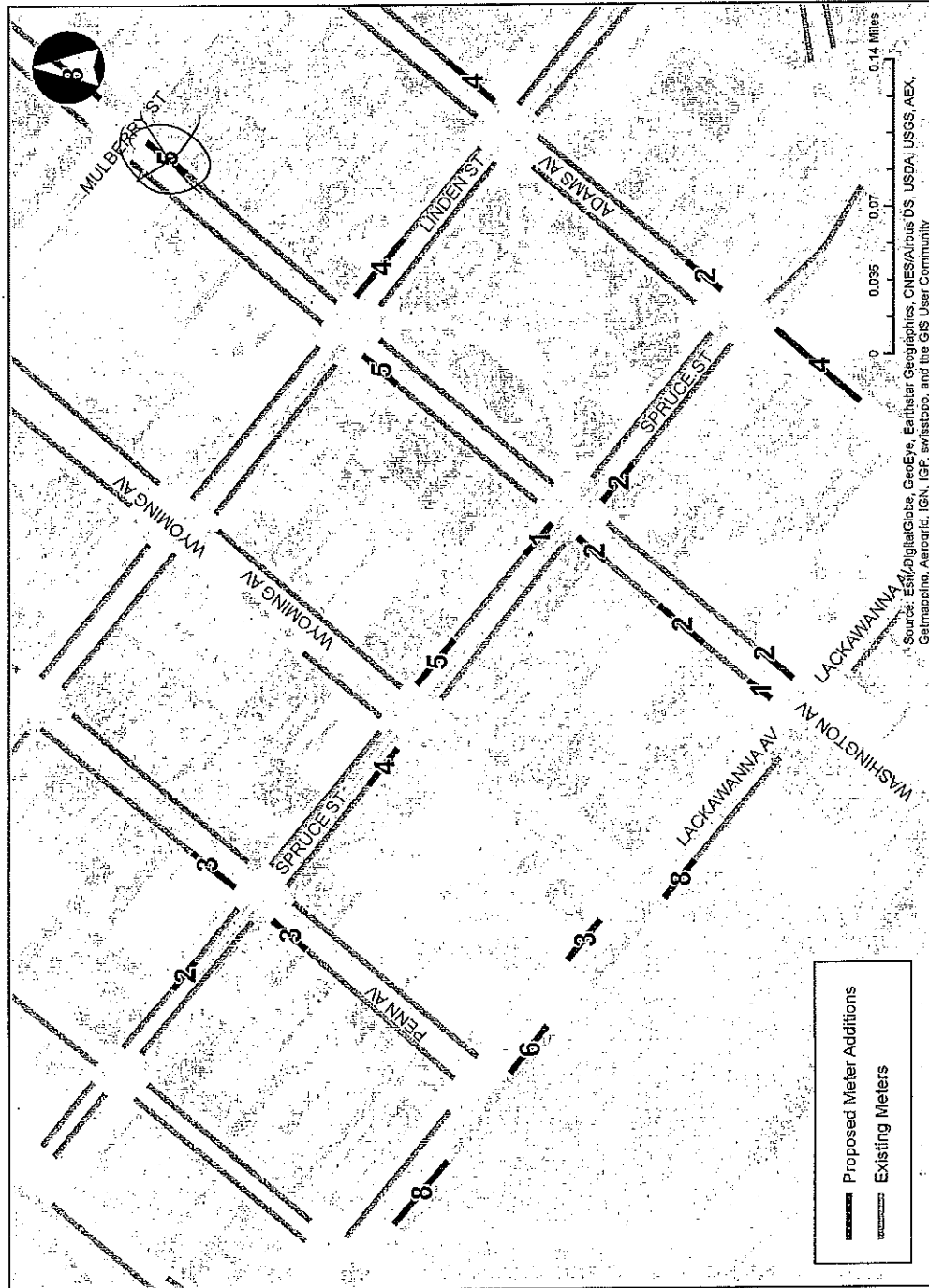
**SECTION 8.** If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus 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.

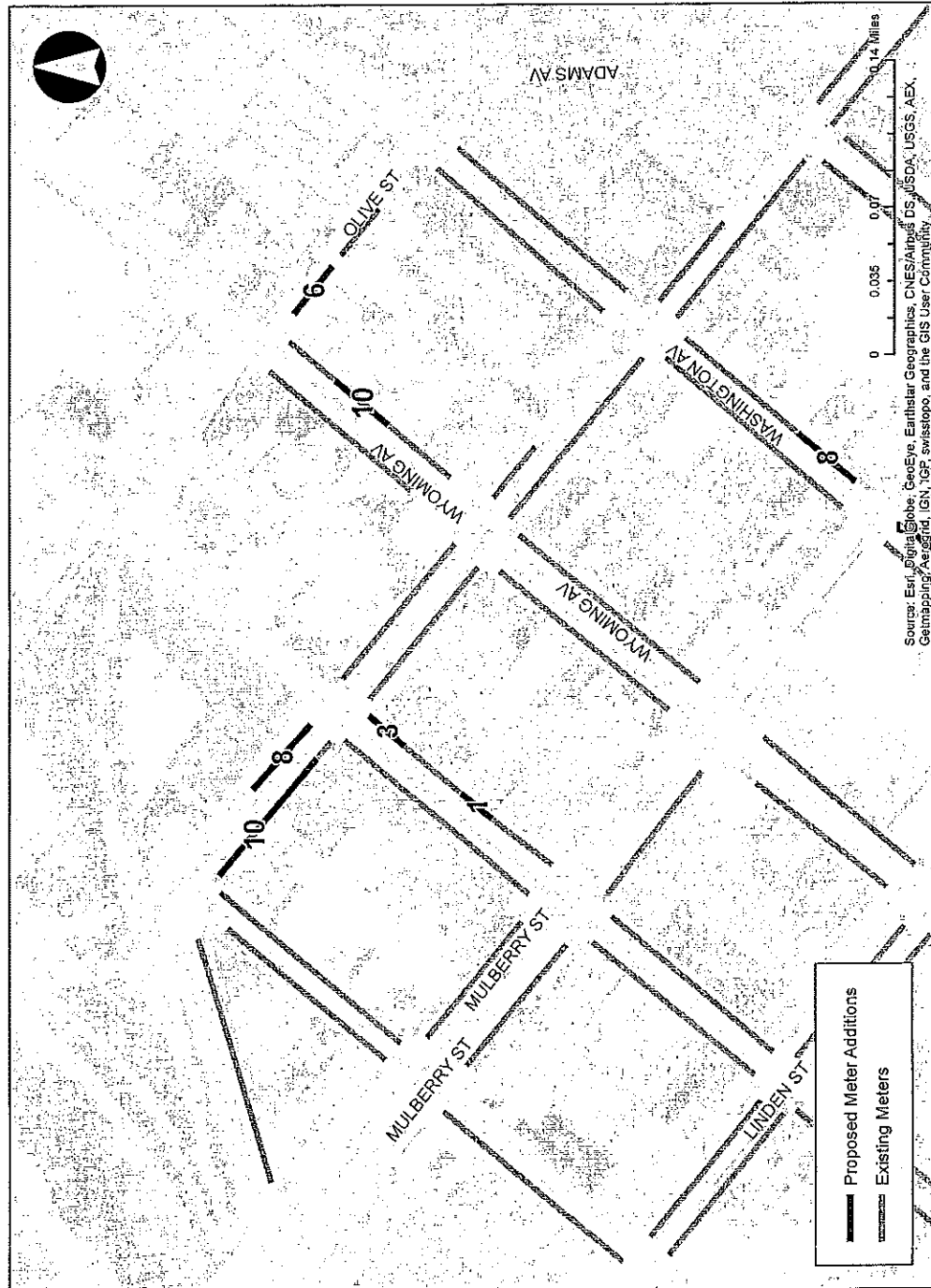
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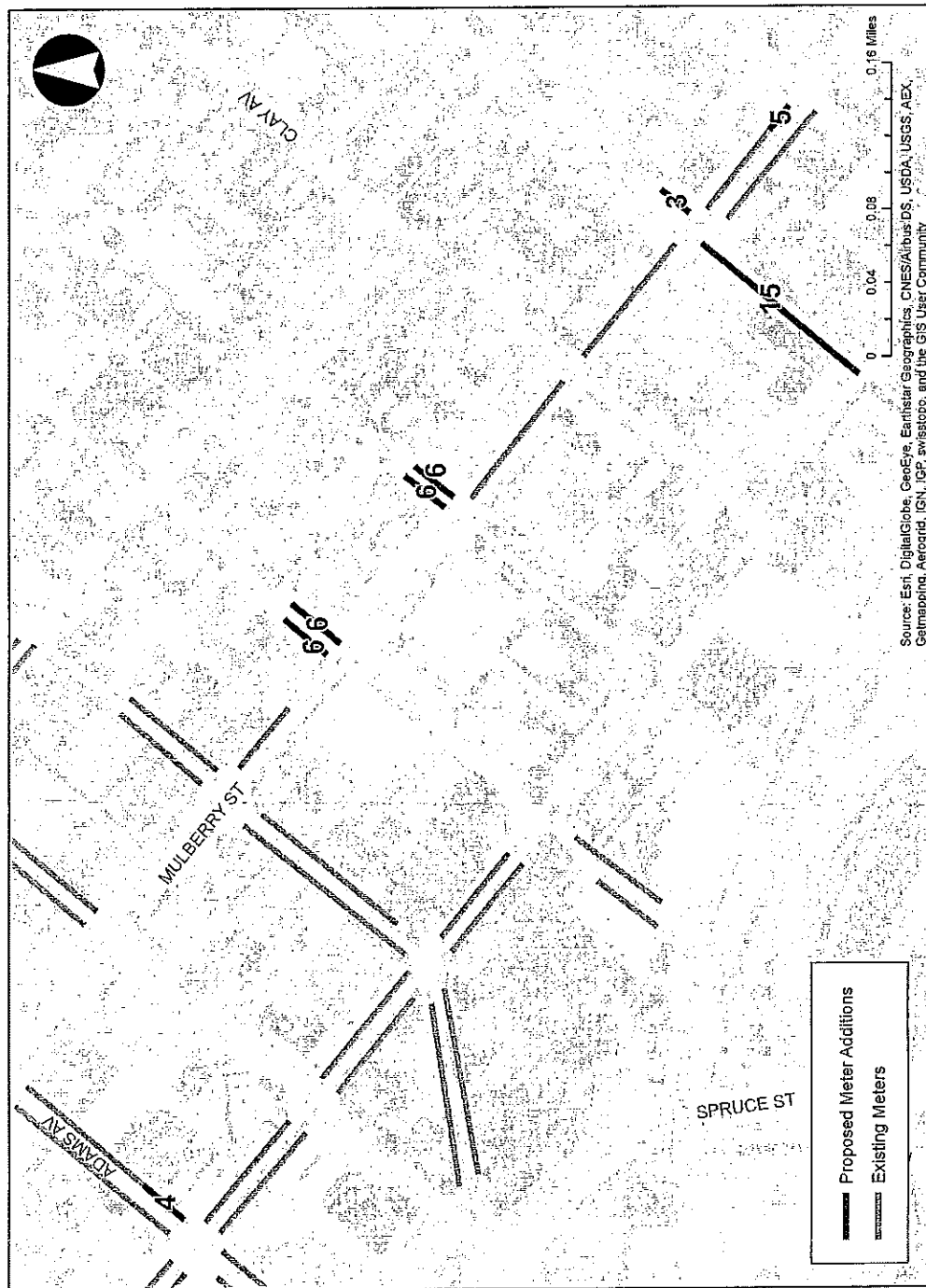
**SECTION 9.** This Ordinance shall become effective upon installation of the Multi Space Pay Stations.

**SECTION 10.** 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.











DEPARTMENT OF LAW

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

June 7, 2019

RECEIVED

JUN 10 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 AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 41, 2016, AMENDING FILE OF THE COUNCIL NO. 91, 2002 "AN ORDINANCE (AS AMENDED) PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES WITHIN THE CITY OF SCRANTON; ESTABLISHING HOURS OF OPERATION; PROVIDING FOR THE INSTALLATION OF METERS AND PARKING METER RATES; AUTHORIZING THE ENFORCEMENT OF PARKING ORDINANCES AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF BY AMENDING SECTION 3(A) TO REFLECT THE CHANGE IN HOURLY RATES" BY AMENDING SECTION 1 TO ADD A DEFINITION, SECTION 7 TO MODIFY THE USE, SECTION 14(a) AND (b) TO CHANGE THE TEMPORARY SUSPENSION, SECTION 15 (a) AND (b) TO ADDRESS CHANGES FOR PERMIT PARKING, AND TO ADD SECTION 21 ADOPTING THE MAP FOR ON-STREET PARKING, SECTION 22 TO ABOLISH TIME ZONE PARKING AND TO CREATE LOADING ZONES WITHIN THE DOWNTOWN.

Respectfully,

*Jessica Eskra (s)*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl



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

2019

AN ORDINANCE

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO APPROVE DOWNTOWN RESIDENTIAL PARKING RATES FOR THE DOWNTOWN SCRANTON RESIDENT PARKING PROGRAM.**

WHEREAS, the City of Scranton by File of the Council No. 23, 2018 (as Amended) Amending File of the Council No. 37, 2016 entered into a Second Amendment to the Concession and Lease Agreement with Community Development Properties, Scranton, Inc. with respect to Metered Parking in the City of Scranton and Garages owned by the Parking Authority of the City of Scranton pursuant to the Scranton Metered Parking System Concession and Services Agreement and Scranton Parking Facilities System Concession and Lease Agreement; and

WHEREAS, pursuant to the Second Amendment to the Concession and Lease Agreement, before an amount not to exceed \$1,804,000 is to be released for the proposed kiosk meter system, City Council as a body shall concur with a downtown residential monthly parking program; and

WHEREAS, Community Development Properties, Scranton, Inc. (CDPS) and ABM Parking Services (ABM), in partnership with the City of Scranton (City), the Scranton Parking authority (SPA), and Scranton Tomorrow (ST), is pleased to announce a new reduced rate monthly parking program that benefits current and future downtown residents; and

WHEREAS, the purpose of the program is twofold. First, to reward those that have chosen to make downtown their home, and by doing so, contributing to its growing vibrancy. Second, to encourage private real estate developers to undertake residential development by providing affordable, accessible and safe parking options for their tenants.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials of the City of Scranton approve the downtown residential parking rates for the Downtown Scranton Resident Parking Program, which shall provide:

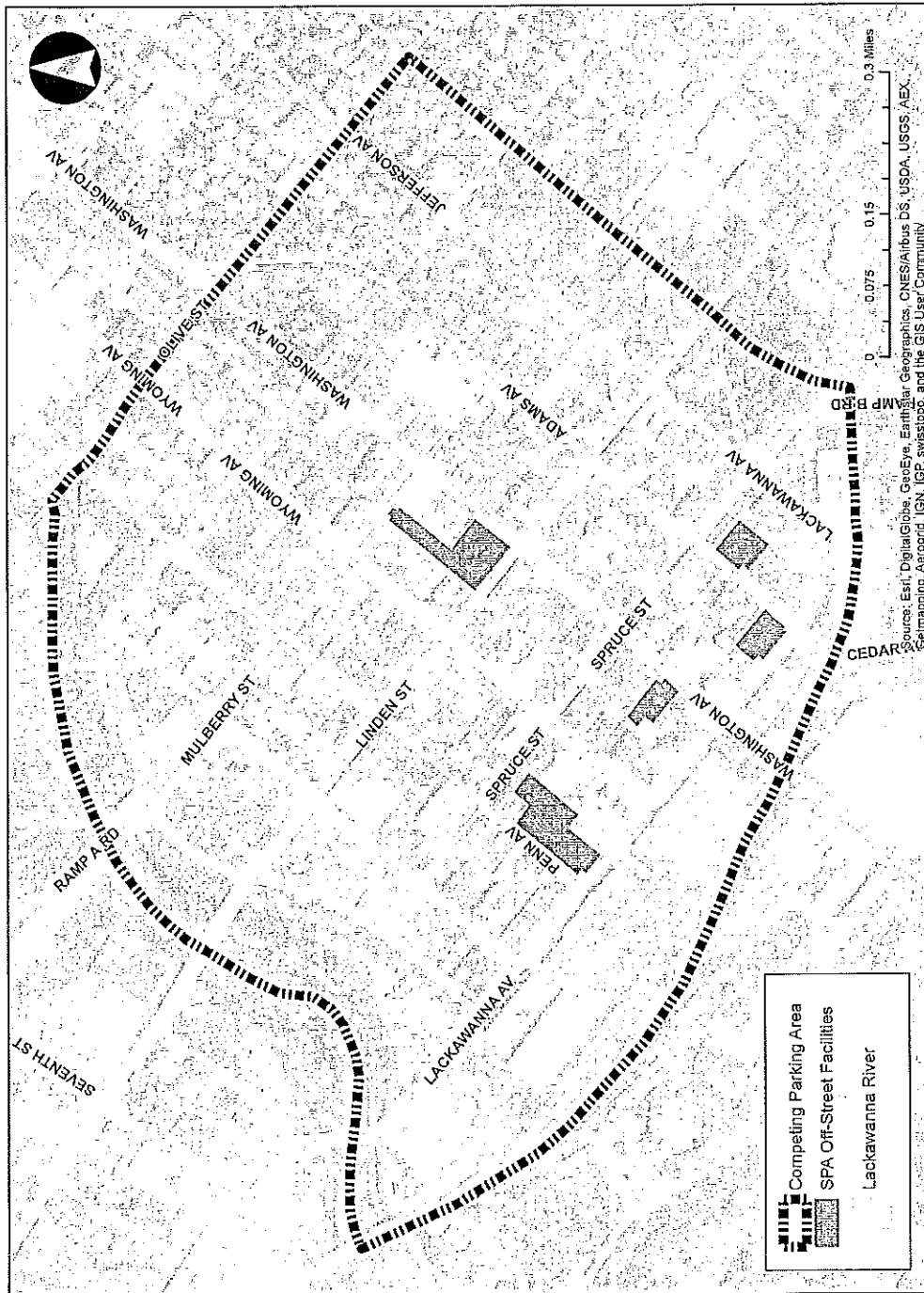
- Eligibility: To be eligible, a parker must reside in a residential unit within the boundaries of the attached map. Proof of residency shall be required.
- Parking is confined to the following garages only: Linden, Casey and Electric City and only in designated spaces located on the level immediately below the uncovered roof level of each of these garages.

- The cost of a monthly space is eighty percent 80% of the regular monthly parking rate. Choosing the downtown resident program does not preclude a parker from being able to switch at any time to the regular monthly parking rate or premium monthly rate programs.

**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.

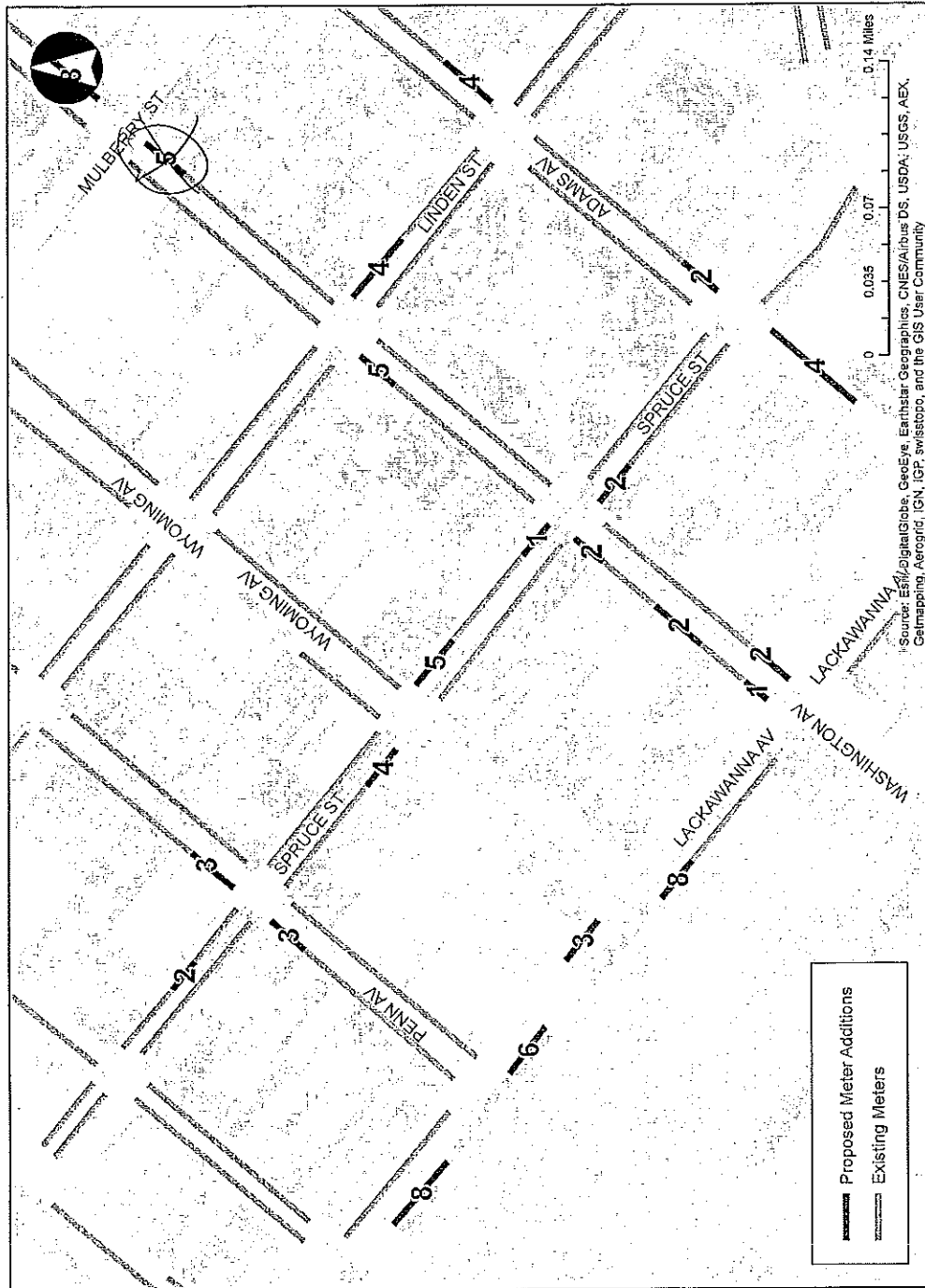
**SECTION 3.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

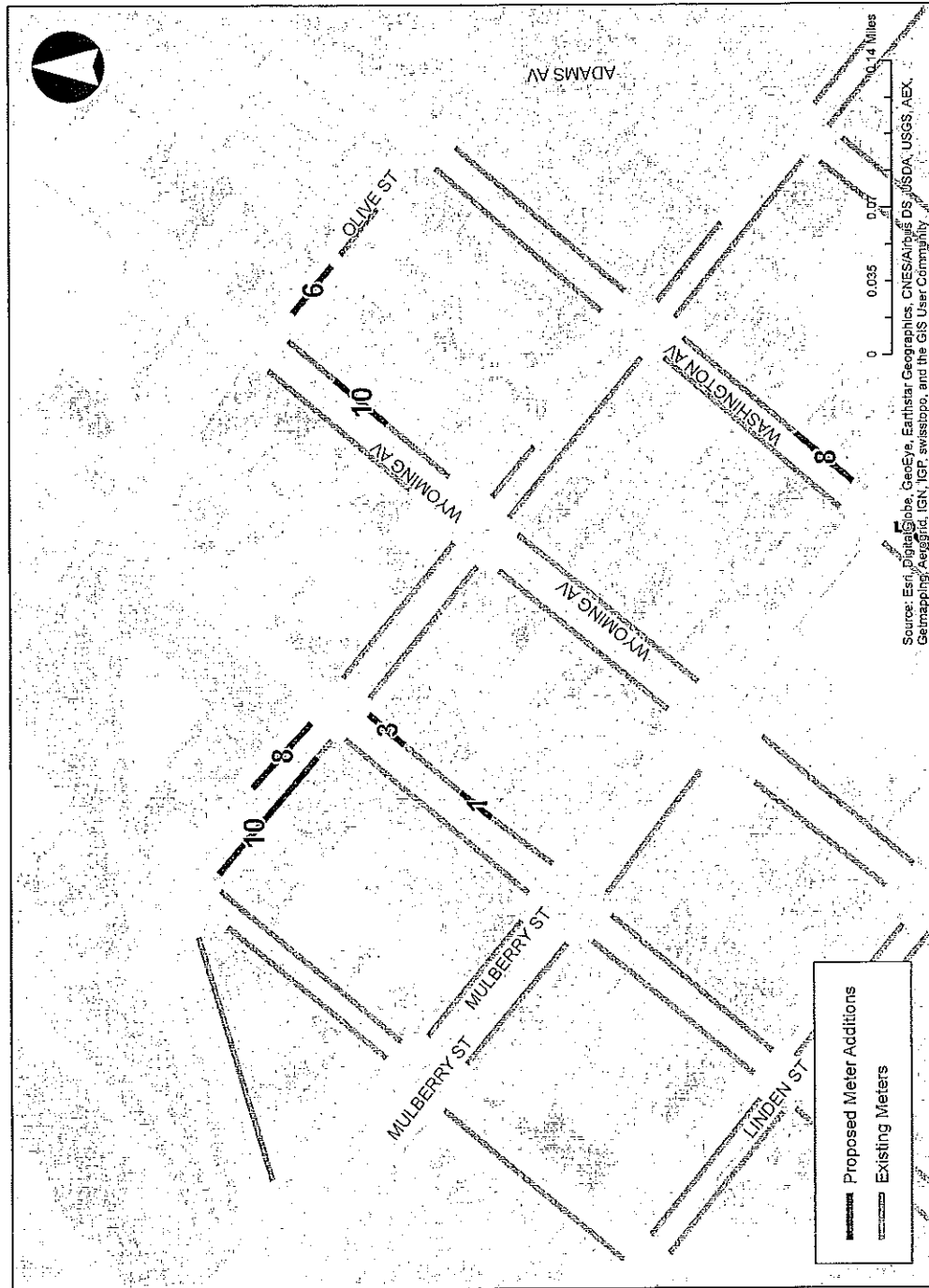


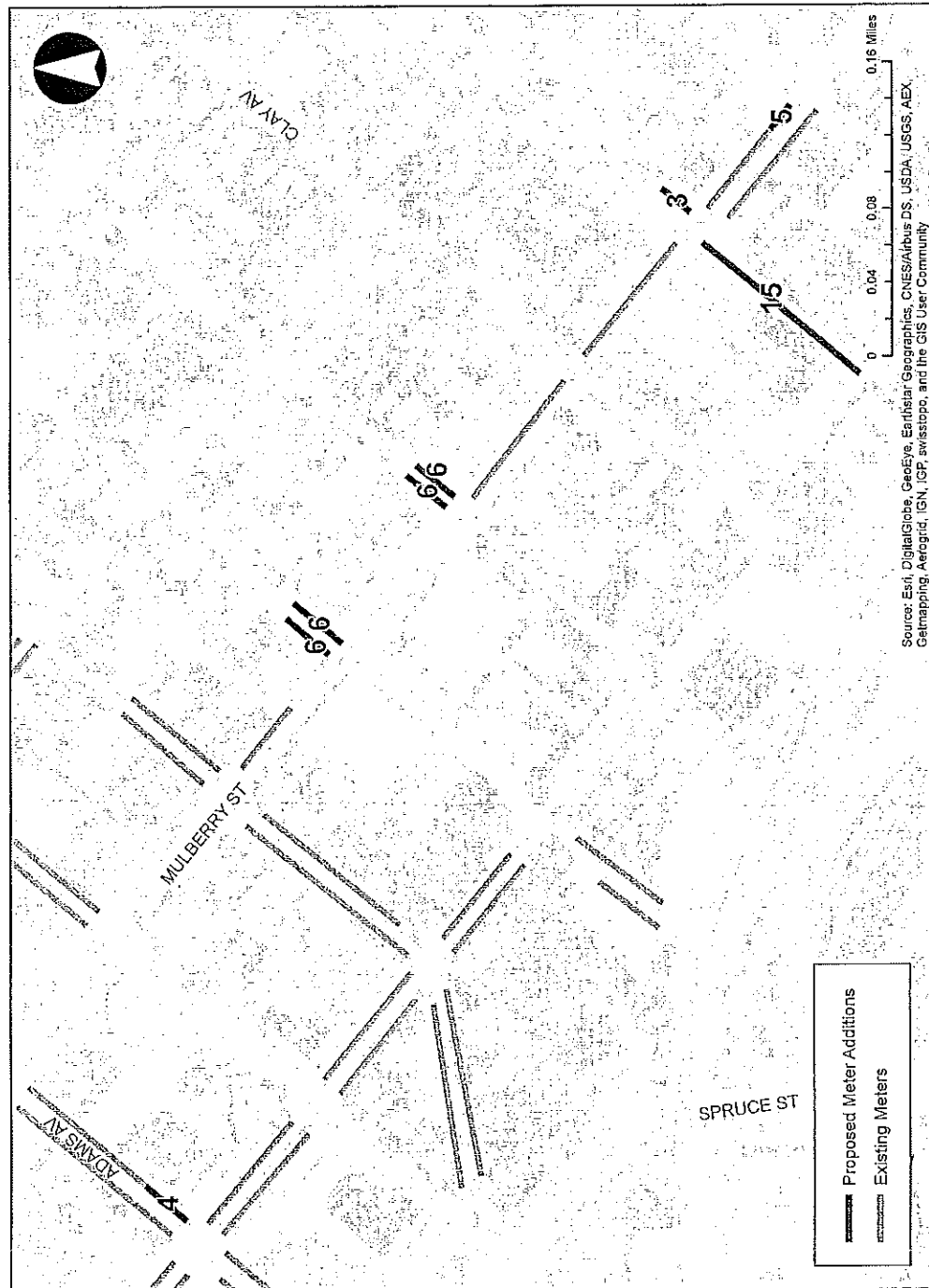
tabbles®

**EXHIBIT**

"A"









DEPARTMENT OF LAW

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

June 7, 2019

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

RECEIVED

JUN 10 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND  
OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO  
APPROVE DOWNTOWN RESIDENTIAL PARKING RATES FOR THE  
DOWNTOWN SCRANTON RESIDENT PARKING PROGRAM.

Respectfully,

*Jessica Eskra (s)*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

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

2019

**AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 6685 AT MULBERRY STREET (SR 3027) TO RELOCATE THE STOP BARS AND PERFORM LANE RE-STRIPING ON THE WESTERLY APPROACH OF MULBERRY STREET TO JEFFERSON AVENUE.**

**WHEREAS**, it is necessary for the Director of the Department of Public Works to sign and submit the traffic signal application on behalf of the City of Scranton. A copy of the application is attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

**WHEREAS**, this application is necessary in order to relocate the stop bars and re-strip the lanes at the intersection of Mulberry Street and Jefferson Avenue in order to allow enough room for large trucks and tractor trailers to turn from Jefferson Avenue onto Mulberry Street and to prevent said trucks from driving on the curb.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Director of the Department of Public Works is authorized to sign and submit the traffic signal application on behalf of the City of Scranton for Traffic Signal Permit No. 6685 at Mulberry Street (SR 3027) to relocate the stop bars and perform lane re-striping on the Westerly approach of Mulberry Street to Jefferson Avenue.

**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 intent of this Resolution and the effective administration thereof

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

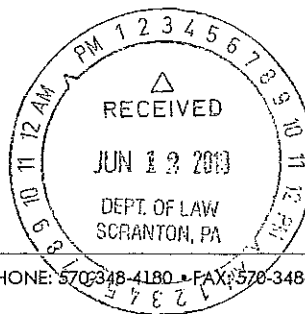
**SECTION 3.** This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.






**BUREAU OF ENGINEERING**

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



**MEMORANDUM**

TO: Jessica Eskra, Esquire, City Solicitor

FROM:  John J. Pocius, P.E., P.L.S., City Engineer  
LaBella Associates

DATE: June 10, 2019

RE: *Application for Traffic Signal Approval*  
*Traffic Signal Permit No. 6685*  
*Mulberry Street (SR 3027) and Jefferson Avenue*

Enclosed is one copy (1) of TE-160 (6-12) Application for Traffic Signal Approval. The Project involves the moving of the stop bars location and lane restriping on Mulberry Street (SR 3027) as shown on PennDOT's plan forwarded to City Council via their May 20, 2019 correspondence (copy attached).

We recommend that a Resolution be prepared and forwarded to City Council indicating that *"The Director of the Department of Public Works of the City of Scranton is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the City of Scranton"*.

The Application cannot be signed and dated and witnessed until after the Resolution is passed by City Council and approved by the Mayor. If there are any questions on this matter, please do not hesitate to contact me at (570)904-6189.

JJP/lmz

Z-11-04-30 ESKRA memo-Permit No. 6685-6-10-19

Enclosures

c Dennis Gallagher, Director, Department of Public Works  
Donald J. King, AICP, City Planner  
Lori Reed, City Clerk  
David Bulzoni, City Business Administrator  
QA/QC C. File

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

Sheet 1 of 5  
DEPARTMENT USE ONLY

County :Lackawanna

Engineering District :4-0

Department Tracking # :

Initial Submission Date :

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Dennis Gallagher Title : Director of Department of Public Works

Municipal Name :City of Scranton

Municipal Address : 340 North Washington Avenue, Scranton, PA 18503

Municipal Phone Number : ( 570 ) 348-4180 Alternative Phone Number : ( 570 ) 357-4988

E-mail Address : dgallagher @ scrantonpa.gov

Municipal Hours of Operation :6:00 a.m. to 2:00 p.m.

## B - Application Description

Location (intersection) : Mulberry Street ( SR 3027 ) and Jefferson Avenue

Traffic Control Device is : ☐ NEW Traffic Signal ☒ EXISTING Traffic Signal (Permit Number) : 6685Type of Device (select one) ☒ Traffic Control Signal (MUTCD Section 4D, 4E, 4G) ☐ Flashing Beacon (MUTCD Section 4L) ☐ School Warning System (MUTCD Section 7B)☐ Other :Is Traffic Signal part of a system? : ☒ YES ☐ NO System Number (if applicable) : Mulberry Street

If YES, provide locations of all signalized intersections in system.

Mulberry Street and Mifflin Avenue; Franklin Avenue; Penn Avenue; Wyoming Avenue; North Washington Avenue; Adams Avenue; Jefferson Avenue; Madison Avenue; Prescott Avenue; and Harrison Avenue.

Explain the proposed improvements :

The scope of this work is to relocate the stop bars and perform lane re-striping on the westerly approach of Mulberry Street to Jefferson Avenue.

Associated with Highway Occupancy Permit (HOP)? : ☐ YES ☒ NO If YES, HOP Application # :

## C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor☐ Other :

Maintenance and Operations Contact Name : Dennis Gallagher Company/Organization : City of Scranton

Phone # : ( 570 ) 357-4988

Alternative Phone # : ( 570 ) 348-4180

E-mail : dgallagher@scrantonpa.gov

## D - Attachments Listing

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment             | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input type="checkbox"/> Traffic Signal Permit                      | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                           | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other :                              |
| <input type="checkbox"/> Crash Analysis                             | <input type="checkbox"/> Traffic Impact Study (TIS) |   |
| <input type="checkbox"/> Traffic Signal Study                       | <input type="checkbox"/> Condition Diagram          |   |

## Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

County : LackawannaEngineering District : 4-0

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

### E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5 )
- Exhibit "B": Recordkeeping (Sheet 4 of 5 )
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5 )

Printed Municipal Contact Name : Dennis Gallagher

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

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

Witness or Attest : \_\_\_\_\_

Title of Signatory : Director of Department of Public WorksTitle of Witness or Attester: City Solicitor

**Exhibit "A":****Preventative and Response Maintenance Requirements**

County :Lackawanna

Engineering District :4-0

Department Tracking # :

Initial Submission Date :

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule****KNOCKDOWNS**

Support - Mast arm  
Support - Strain pole  
Span wire/tether wire  
Pedestal  
Cabinet  
Signal heads

**TYPE OF REPAIR PERMITTED**

Emergency or Final  
Emergency or Final  
Final Only  
Emergency or Final  
Emergency or Final  
Final Only

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)  
Local controller  
Master controller  
Detector sensor  
    - Loop  
    - Magnetometer  
    - Sonic  
    - Magnetic  
    - Pushbutton  
Detector amplifier  
Conflict monitor  
Flasher  
Time clock  
Load switch/relay  
Coordination unit  
Communication interface, mode  
Signal cable  
Traffic Signal Communications  
Traffic Signal Systems

Final Only  
Emergency or Final  
Emergency or Final  
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**Exhibit "B":**  
**Recordkeeping**



Sheet 4 of 5  
DEPARTMENT USE ONLY

County :Lackawanna

Engineering District :4-0

Department Tracking # :

Initial Submission Date :

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.



DEPARTMENT OF LAW

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

June 14, 2019

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

RECEIVED

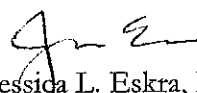
JUN 14 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 6685 AT MULBERRY STREET (SR 3027) TO RELOCATE THE STOP BARS AND PERFORM LANE RE-STRIPING ON THE WESTERLY APPROACH OF MULBERRY STREET TO JEFFERSON AVENUE.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

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

2019

**ACCEPTING A DONATION FROM THE BOARD OF AMOS TOWERS PRESENTED TO THE CITY OF SCRANTON FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS FOR THE PURCHASE OF A 35MM CAMERA AND THREE (3) CORDLESS TOOL KITS TO BE USED IN FIRE INVESTIGATIONS.**

**WHEREAS**, the Board of Amos Towers has authorized a gift of a 35mm Camera (Nikon D5600) and three (3) Cordless Tool Kits (Dewalt 7 - Power Tool Combo Kit with Charger) and two (2) Batteries to the Scranton Fire Department; and

**WHEREAS**, the new 35 mm camera will be used for crime scene photos and the three (3) cordless tool kits would eliminate tying up a truck to use a generator and electric tools as gas tools cannot be used for contamination reasons; and

**WHEREAS**, upon obtaining total cost for the purchase of the 35mm camera and the three (3) cordless tool kits Amos Towers will provide the Fire Department with a check to cover the costs of the purchase which will be deposited into Special City Account No. 02.229544 entitled "Fire Department Donations."

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the donation of Two Thousand Five Hundred (\$2,500.00) Dollars for a 35mm camera and three (3) cordless tool kits by the Board of Amos Towers is hereby accepted and said funds for the purchase will be deposited into Special City Account 02.009544 entitled "Fire Department Donations."

**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.





## Amos Towers

*A Senior Living Community*

525 Jefferson Avenue · Scranton, PA 18510

Phone: 570.347.6551 · Fax: 570.343.7159

Email: amostowers@gmail.com

TDD 1-800-927-9275

June 11, 2019

Chief Allen Lucas  
Deputy Fire Chief  
Scranton Fire Department  
518 Mulberry Street  
Scranton, PA 18510

Dear Chief Lucas,

On behalf of Amos Towers, located at 525 Jefferson Avenue, we would like to thank you for all of the hard work that the Scranton Fire Department does on a daily basis. Each year, we always reach out to see what the department is in need of. This year, we would like to make a donation of the following items not to exceed \$2,500.00:

1. 35mm Camera – Nikon D5600
2. (3) – Cordless Tool Kits – Dewalt 7-Power Tool Combo Kit with Charger and 2 Batteries

We hope that these items are useful for the station's Fire Investigators. It is our pleasure to contribute whatever the Scranton Fire Department is in need of. Once again, we appreciate all that you do throughout the area.

Respectfully,

  
Martin Fotta  
V.P. of Community Development



*Amos Towers does not discriminate on the basis of handicapped status in the admission or access or treatment or employment in, its federally assisted program and activities.*

*Apartment showing by appointment only*





DEPARTMENT OF LAW

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

June 14, 2019

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

RECEIVED

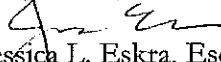
JUN 14 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING A DONATION FROM THE BOARD OF AMOS TOWERS PRESENTED TO THE CITY OF SCRANTON FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS FOR THE PURCHASE OF A 35MM CAMERA AND THREE (3) CORDLESS TOOL KITS TO BE USED IN FIRE INVESTIGATIONS.

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 FIDELITY DEPOSIT AND DISCOUNT BANK TO PROVIDE PAYING AGENT SERVICES FOR THE CITY OF SCRANTON FROM AUGUST 1, 2019 THROUGH DECEMBER 31, 2024.**

WHEREAS, a request for Proposals was advertised for Paying Agent Services for the City of Scranton one (1) proposal was submitted for review; and

WHEREAS, after review of the proposal submitted it was determined that it would be in the best interest of the City to award the Contract to Fidelity Deposit and Discount Bank for all 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 Fidelity Deposit and Discount Bank to provide Paying Agent Services for the City of Scranton from August 1, 2019 through December 31, 2024.

**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.

## CONTRACT

This contract entered into this \_\_\_\_ day of \_\_\_\_\_ 2019 effective from  
August 1, 2019 to December 31, 2024 by and between the City of Scranton, 340 North  
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

FIDELITY DEPOSIT AND DISCOUNT BANK  
101 NORTH BLAKELY STREET  
DUNMORE, PA  
PHONE NO. (570) 504-2245

hereinafter called "Contractor".

### WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in  
accordance with the terms and conditions hereinafter set forth and the Contractor is ready,  
willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises  
each to the other made, the parties do agree and intend to be legally bound as follows:

### ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of  
providing paying agent services to the City of Scranton. The Contractor hereby covenants,  
contracts and agrees to furnish Scranton with:

CITY OF SCRANTON  
PAYING AGENT SERVICES  
AUGUST 1, 2019 THROUGH DECEMBER 31, 2024  
PER THE ATTACHED BID PROPOSAL AND SPECIFICATIONS  
FOR ANNUAL FEES OF:

|              |              |
|--------------|--------------|
| BOND ISSUE   | \$1,000/BOND |
| PAYING AGENT |              |
| EIT TAN      | \$6,500      |
| REAL ESTATE  | \$6,500      |
| TAX DEBT     |              |
| SERVICE      |              |

Said services to be furnished and delivered in strict and entire conformity with Scranton's  
Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference  
thereto and the Bid Proposal submitted by Fidelity Deposit and Discount Bank dated May 20,  
2019 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said  
Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the  
same effect as if set forth at length herein.

### ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely  
as an independent contractor, and nothing contained or implied shall at any time be so construed  
as to create the relationship of employer and employee, partnership, principal/agent, or joint  
adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

#### ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

#### ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

#### ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

| <u>TYPE OF INSURANCE</u>   | <u>LIMITS OF LIABILITY</u>   |
|--|--|
| Workers' Compensation  | Statutory  |
| Employer's Liability   | \$ 500,000.00  |
| Professional Liability   | \$1,000,000.00 each occurrence<br>\$1,000,000.00 aggregate                         |
| Comprehensive General Liability (including<br>Blanket Contractual Liability Insurance) |  |
| Bodily Injury  | \$ 1,000,000 each person<br>\$ 1,000,000 each occurrence<br>\$ 1,000,000 aggregate |
| Property Damage  | \$ 500,000 each occurrence   |
| Personal Injury  | \$ 500,000   |
| Comprehensive Automobile Liability:  |  |
| Bodily Injury  | \$ 300,000 each person<br>\$ 500,000 each occurrence                               |
| Property Damage  | \$ 500,000 each occurrence   |

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration data;
- (b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);
- (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
- (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
- (e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

#### ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

#### ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

#### ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

#### ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council.

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

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

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

COUNTERSIGNED:

\_\_\_\_\_  
CITY CONTROLLER

\_\_\_\_\_  
BUSINESS ADMINISTRATOR

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY SOLICITOR

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

FIDELITY DEPOSIT AND DISCOUNT BANK

\_\_\_\_\_  
BY:

TITLE: \_\_\_\_\_

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

## BUSINESS ADMINISTRATION



SCRANTON

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

May 29, 2019

### **Memo**

To: William Courtright, Mayor  
Jessica Eskra, Solicitor  
Lori Reed, City Clerk  
Wayne Beck, Treasurer

From: David Bulzoni, Business Administrator

**Re: Appointment of a Single Point Paying Agent**

All,

I reviewed the single proposal received on May 24, as noted below. The City presently maintains a paying agent relationship with Community Bank, NA, which includes the single point concept for the payment of all City debt service, and the required appointment as paying agent for two bond issues. The two bond issues are the series of 2016 and 2017. Paying agent services are required for general obligation debt, typically bond issues, and not associated with revenue related debt, such as guaranteed lease revenue obligations and parking revenue bonds. Those responsibilities, generally, are performed by the trustee. The Request for Proposal was prompted by notification from Community Bank that it is discontinuing corporate trust operations in Scranton which will require the transfer of those present responsibilities.

As you are aware, the thought process behind the appointment of the single point paying agent is as follows: The City's debt payments, excluding commercial lease obligations, are managed by one source, which has created a better communication level between the City, the investment community, and the rating agencies and has restored confidence in the City's fiscal operation. This structure has been a component in the rationale behind the reinstatement of the City's debt rating to BB+ by Standard and Poor's. Implementing this structure caused the City to collapse the existing paying agent relationships into one source to meet debt service needs. The concept is, basically, utilizing a service to manage the City's debt service check book.

The City elevated the concept by designating a percentage of real estate tax revenue each year for debt service needs. This designated revenue percentage is allocated directly to the paying agent by the Single Tax Office. The Single Tax Office is presently required by legislation to transfer 32% of real estate taxes collected for the current fiscal year to the



paying agent. The City previously used a millage component but the percentage allocation allowed for a more effective calculation. The City also uses the paying agent for payments on the City's annual tax and revenue anticipation note. The 2019 note was issued to M&T Bank. Based on an agreed revenue allocation, the earned income tax collecting agent, Berkheimer, will transfer collections to the paying agent who retains the necessary funds to pay off the tax anticipation note and transfer the remainder to the City treasury for operations. Both concepts have functioned very effectively and are separate and distinct. Paying agent responsibilities are exclusive only to banks which maintain corporate trust departments. The City also has designated M&T Bank for paying agent responsibilities but unlike the traditional function, those responsibilities are conducted on a pass-through basis.

The City received a proposal from Fidelity Bank. For the most part, the construct of the proposal content is similar those received in 2014 by Community Bank and M&T Bank. The services are generally not disparate from bank to bank. They operate with similar cost bases; fees are associated with, primarily, initial and successor appointments. The fee schedules are as follows:

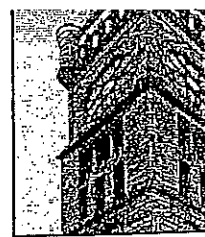
| City of Scranton                    |               |                 |              |
|-------------------------------------|---------------|-----------------|--------------|
| Paying Agent Services               |               |                 |              |
|                                     |               | Fidelity Bank   |              |
| Single Source Paying Agent Services |               |                 |              |
| Initial Set Up Fees                 | <u>1@000</u>  | \$ 0            | \$ -         |
| Annual Administration Fees          | <u>2@6500</u> | <u>\$13,500</u> | <u>\$ -</u>  |
| Total Fees                          |               | \$13,500        |              |
|                                     |               |                 |              |
| Successor Paying Agent Fees         |               |                 |              |
| Initial Set Up Fees                 | <u>2@000</u>  | \$ 000          | \$000        |
| Annual Administration Fees          | <u>2@1000</u> | <u>\$ 2,000</u> | <u>\$000</u> |
| Total Fees                          |               | \$2,000         | \$000        |
|                                     |               |                 |              |
| Total Annual Fee                    |               | \$15,500        | \$000        |
| less Initial Set Up Fee             |               | \$ 000          | \$000        |
| plus lockbox fee                    |               | <u>\$ -</u>     | <u>\$000</u> |
| Projected Annual Fees               |               | \$15,500        | \$000        |

The total annual fee assessed by Community Bank is \$13,000.00, which includes the annual administration fee of \$8,000 plus a lockbox fee of \$5,000.00. The bank also assessed a one-time set up fee of \$21,000. Fidelity Bank will assess a fee of \$6,500 for the general obligation debt paying single point paying agent services and the same annual fee for the management of the tax anticipation note payments. Single issue fees are \$1,000 for each bond issue transferred from Community Bank. Two bond issues are transferred with the single point payment responsibilities.

Given the comparability to the existing fee set, I would recommend transferring the relationship to Fidelity Bank. If the City does not seek to issue a tax anticipation note or does not use the payment function, the fees would only apply to the real estate tax function.

**The Office of the Business Administrator recommends the retention of the Fidelity Bank based on the above review.**

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



SCRANTON

May 24, 2019

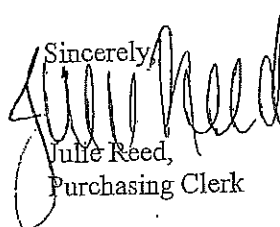
Mr. David Bulzoni  
Municipal Building  
340 N. Washington Ave.  
Scranton, Penna. 18503

Dear Mr. Bulzoni,

This is to inform you that bids were opened on Friday, May 24, 2019 in Council Chambers for the City of Scranton Paying Agent Services. I attached copies of the bid submitted by the following company:

**Fidelity Bank**

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

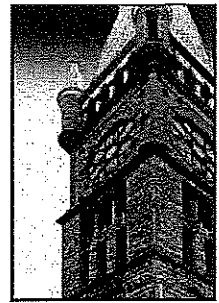
Sincerely,  
  
Julie Reed,  
Purchasing Clerk

**Attachments**

Cc: Mrs. Roseann Novembrino, City Controller  
Mr. David Bulzoni, Business Administer  
Mrs. Lori Reed, City Clerk  
• Mrs. Jessica 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

April 23, 2019

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, May 24, 2019 at 10:00 AM for the following:

**City of Scranton  
Paying Agent Services  
August 1, 2019 thru December 31, 2024**

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

## REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. May 24, 2019, at which time such proposals will be opened in the City Council Chambers for the following:

### **CITY OF SCRANTON PAYING AGENT SERVICES August 1, 2019 – December 31, 2024**

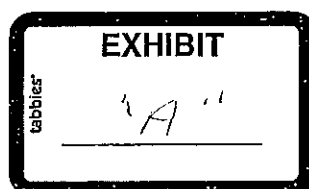
The Bank/Financial Institution awarded the bid will be the paying agent of City of Scranton debt service payments of record for five consecutive years. All proposals shall be in accordance with the Request for Proposal (RFP) specifications which are now available and can be picked up at the Office of the Bureau of Purchasing, 4<sup>th</sup> Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503.

Sealed envelopes containing the proposals will be received and identified by "City of Scranton Paying Agent Services". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal.

If you have any questions, please call David M. Bulzoni, Business Administrator, at (570) 348-4118.

David M. Bulzoni

Business Administrator



## SECTION I INTRODUCTION

Request for sealed proposals for paying agent services will be accepted by the City of Scranton (the "City"), Attention Roseann Novembrino, City Controller, City of Scranton, Second Floor, 340 North Washington Avenue, Scranton, PA 18503, May 24, 2019 by 10:00 a.m. The sealed proposals must be in the possession of the City Controller at that time.

Please forward any questions for clarifications to David M. Bulzoni, Business Administrator 570-348-4214 or [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov)

### Documents Required with Submittal

All documents to be completed and executed by authorized bank/financial institution representative:

1. Response to Proposal. All proposals must include executed affidavits A through D;
2. Proposed Services, Fees and Earnings;
3. Proposed Implementation Schedule;
4. All proposals submitted to the City of Scranton are **REQUIRED** to include a certificate of insurance of the prospective bidder's insurance coverage. The city **REQUIRES** the successful bidder to carry Professional Liability insurance at a minimum of \$1,000,000 occurrence/aggregate. All insurance coverages must be kept in effect during the contract period. The loss of insurance coverages could result in voiding the contract.

### BACKGROUND AND OBJECTIVES

The City of Scranton is a Class 2-A/Home Rule City governed jointly by a mayor and city council. The City of Scranton has determined that it is in the best interest of the operation of the City to seek proposals for single point paying agent services. The paying agent will be responsible for making payments of principal and interest to the City's debt holders from funds provided by the City based on an agreed upon funding schedule. It is the intent of the City to continue the single point service for all current and future debt service payments. The procedure began in 2015. Community Bank N.A. is currently the City of Scranton Single Point Paying Agent. The request for proposal affects only those components of the City's overall banking relationship identified in this document and does not affect either other components of the City's banking relationships or those relationships maintained by component units of the City of Scranton.

The objective of this Request for Proposal is to identify the banking/financial institution that can offer the highest quality service at the best value to the City of Scranton. The City, through the paying agent relationship, intends to maximize the effectiveness of making debt service payments in a timely manner, maximize interest earnings of those funds maintained on deposit until remitted for payment, and minimize cost and management time

An important aspect of this proposal is to effectively coordinate with the City the timetable and funding requirements of the City's current and future debt service payments, including, but not limited to, bank and bond related debt. Commercial lease payments are not included in those responsibilities. For those funds maintained on deposit until remitted for payment, the bank/financial institution represents, warrants and covenants that, at all times, the assets pledged by the Bank as Collateral will comply with Act 72 of 1971 and Act 10 of 2016.

### **LENGTH OF RELATIONSHIP**

The City of Scranton is interested in establishing a stable relationship with your bank/financial institution. To do this, the City would like to develop a paying agent agreement with a term of five (5) years with an option to renew for additional years as determined by the City of Scranton. After the initial five years, the contract may be renegotiated for a two year period of extension should this be deemed necessary. The proposal and subsequent paying agent agreement will include these terms.

Either party with a 60-day written notice may terminate the agreement for any reason. The City of Scranton can terminate the agreement immediately should in its sole opinion information be received relating to the declining creditworthiness of the bank/financial institution or other adverse changes determined by the City to jeopardize the paying agent relationship.

### **SELECTION CRITERIA**

The City will evaluate each proposal received based on the following criteria:

- ◆ Technical Qualifications: Qualifications relating to this work including prior experience and demonstrated ability in related operations. Performance record, quality of work, the ability to commit the necessary time to the City of Scranton to perform the required services, and the qualifications of assigned individuals
- ◆ Approach methodology
- ◆ Investment of Funds maintained on deposit
- ◆ Cost and Delivery of Services
- ◆ Industry experience with governmental organizations (references to be supplied).
- ◆ Completeness of proposal and overall best value for the City of Scranton.

### **TERMS AND CONDITIONS**

Please be aware that this is a request for professional services, and not a competitive bid. The City is not required to conduct its request for professional services in accordance with competitive bidding laws.

The terms and conditions of this proposal process are as follows:

1. The City of Scranton reserves the right to reject any or all proposals and is not obligated to select the lowest cost proposal;

2. The City of Scranton may waive any irregularities or informalities and select the best proposal in the opinion of the City;
3. The City of Scranton may render the proposal invalid due to unauthorized modifications of specification forms or terms.

## **SECTION II RFP TIMETABLE**

The RFP will be available to interested institutions on or after April 25, 2019.

All proposals are due and will be opened on May 24, 2014 at 10:00 a.m.

Final selection will occur after review and approval by the Office of Business Administration of the City of Scranton no later than June 10, 2019.

Service implementation will be scheduled to begin according to an agreed upon schedule between the City of Scranton and the bank.

## **SECTION III SCOPE OF SERVICES**

The Single Point Paying Agent will provide the following services:

1. Work closely with the City of Scranton to continue the timely payment of debt obligations and execute transactions in the most cost effective and efficient manner;
2. Continue with establish procedures that ensure that all parties fulfill their fiduciary and operational responsibilities;
3. Assist the City in a reduction in existing paying agent relationships as necessary through consolidation of the services;
4. Review existing contractual terms and conditions and ensure compliance with those terms and conditions;
5. Monitor the funding schedule with the City to ensure that debt payments are met in a timely manner; Establish procedures that ensure that all parties fulfill their fiduciary and operational responsibilities;
6. Work with the bank (and bank counsel, if appropriate) on proposed transactions or any initiatives related to existing obligations.

### **Experience**

Please detail your experience in Paying Agent Services.



The successful bidder shall have at least ten (10) years of Local Government Paying Agent Services. The successful bidder shall also have assisted City governments in the Commonwealth of Pennsylvania with any of the above described services.

Please provide references related to paying agent provided to City government in the Commonwealth of Pennsylvania.

Bidders must have offices located within Pennsylvania prior to issuance of this RFP.

Bidders shall provide resumes of all qualified personnel that will undertake any assignment in this process.

#### Fees and Expenses

Please detail your Fees and Expenses associated with the provision of your responsibilities on an attachment to the Proposal response.

#### Other Information

Any additional information that the bidder considers pertinent for consideration should be included in this section.

#### Proposals

The proposals submitted to the City of Scranton shall also include the following:

A statement of assurance will be provided that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations.

A statement that the prospective bidder is not involved in any current litigation with the City.

Proposals will be confidential until the Paying Agent is selected and a contract is executed.

#### Questions and Addenda

Any questions regarding this RFP shall be directed to David M. Bulzoni, Business Administrator, by phone 570-348-4118, fax 570-348-4225 or by email at [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). The questions will be answered within 48 hours of submittal.

If at any time this RFP needs to be revised, an amendment will be issued to all responders.

#### Submission of Proposals

All proposals must be either hand delivered or mailed to the City Controller, City Hall, 2nd Floor, 340 North Washington Ave., Scranton, PA 18503. Proposals **will not be** accepted by email. The City of Scranton will require Six (6) copies of this proposal which should be placed in a sealed envelope and marked "City of Scranton Paying Agent Services." All proposals are due by May 24, 2019 at 10:00 a.m. Any proposal received after the above-mentioned time and date **will not be accepted**. Prospective bidders will not contact elected or appointed officials within the City of Scranton or its component units to advance the consideration of a proposal.

## SECTION VI WAIVER OF FORMALITIES

The City of Scranton reserves the right to waive any formalities applicable to any provisions contained within the Request for Proposal – Banking Services.

### BIDDER'S ETHICS AND COLLUSION

Collusive Bidding: Any bank 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 bidder, or any two or more banks 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 bank that attempts to influence a City official to award this contract to such bidder's banking institution 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 banking institution 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 bank that knows of any City official having a material direct or indirect financial interest in such bidder's banking institution shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the bank's disqualification from further consideration of award of this contract.

**ATTACHMENTS  
DATA SUBMISSION DOCUMENTS**

**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

(8) 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.

(9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(11) 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 PROPOSER: \_\_\_\_\_

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 PROPOSER: \_\_\_\_\_

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 (title) \_\_\_\_\_ for,  
\_\_\_\_\_ and am authorized to make this verification.

Signature: \_\_\_\_\_



DATA SUBMISSION DOCUMENT

THIS PROPOSAL, WHICH INCLUDES AFFIDAVITS  
A, B, C AND D MUST BE RECEIVED IN THE  
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN  
10:00 a.m.  
May 24, 2019

TO THE ATTENTION OF:

Roseann Novembrino  
City Controller  
City of Scranton  
340 North Washington Avenue  
2<sup>nd</sup> Floor  
Scranton, PA 18504

NAME OF BANK/FINANCIAL INSTITUTION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

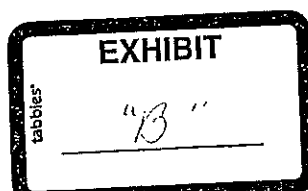


Response to Request for Proposal  
PAYING AGENT SERVICES

Prepared For:  
City of Scranton



May 24, 2019





May 24, 2019

Ms. Roseann Novembrino  
City Controller  
City of Scranton  
340 North Washington Avenue, 2<sup>nd</sup> Floor  
Scranton, PA 18503

Dear Ms. Novembrino:

Fidelity Bank is pleased to submit the enclosed Proposal for Paying Agent Services to assist the City of Scranton. We appreciate the opportunity to further deepen our relationship with the City. Our team of local bankers has provided detailed responses to questions/requirements as outlined in your request.

As a community bank, headquartered in Lackawanna County, we believe strongly in helping local businesses, public entities and organizations grow and prosper. Our team works to deliver innovative and efficient products and services so that we can offer the City of Scranton the best financial assistance available. By choosing Fidelity Bank, you're choosing a trusted financial advisor dedicated to taking the time to understand the City's unique needs and not only provide financial assistance to the City as a whole, but also to its employees.

As a leader in community banking in northeastern Pennsylvania, our organization, which is approaching two hundred employees, has received the following accolades:

- Earned a Five Star "Superior" rating for 18 consecutive quarters from Bauer Financial, Inc., the nation's leading bank rating and research firm. This is the highest possible rating a bank can receive.
- Ranked in top 200 of 900 Community Banks by *American Banker* magazine for 5th successive year
- Recipient of the "2018 SAGE Award" for Fastest Growing Company by the Greater Scranton Chamber of Commerce.
- Voted the "2018 Best Bank" by readers of *The Times Tribune* newspaper. We have received this recognition five of the last six years.
- Ranked #3 by *Forbes* magazine for "2018 Best-In-State-Bank".
- Ranked #1 mortgage lender in Lackawanna County for 8 consecutive years based upon peer bank and HMDA data.
- Added to the Russell 2000 family of stocks, June 2018.

We have been a trusted financial advisor to the City of Scranton for many years. In 2010 and 2011, we were part of a large bank group that provided TAN financing for \$9,500,000 each year. Fidelity Bank was the Paying and Escrow Agent for the City's 2001A and 2001C series bond issues, and Fidelity Bank served as Trustee for the Redevelopment Authority of the City of Scranton's 2006 and 2008 bond issues. Currently, Fidelity Bank's Trust Department maintains a settlement account for the City of Scranton established to pay outstanding pensions for the City. In addition, the Trust Department also maintains for the City two agency investment management accounts for the City's worker's compensation plan.

The highlights of our proposal are as follows:

- Fidelity Bank would be honored to serve as Paying Agent for the City of Scranton. Fidelity Bank has over 22 years of corporate trust experience, which includes the role of Paying Agent. With this experience, the City can have the confidence that its payments will be managed correctly and made efficiently.
- We have provided experienced, knowledgeable references.
- Our Wealth Management Department officers have more than 180 years of combined experience in the banking, wealth management, law, and trust arenas, and will provide any assistance needed during the conversion to Fidelity Bank.
- There will be a quarterly meeting, or as necessary, with representatives of the City and the Fidelity team to review the City's overall relationship and potential opportunities.

The Bank employs 198 individuals; 98 of whom work in the City of Scranton. The Bank has three branches (Green Ridge, Downtown Scranton and West Scranton) in Scranton, and our Operations Center which is located adjacent to City Hall.

Our team lives and works in our market and is confident that the implementation of our proposal will meet or exceed your expectations. The City has access to a *local team* of professionals located nearby in Scranton and Dunmore. Your relationship team is available *24 hours a day, 7 days a week* and includes the following individuals:

- Daniel J. Santaniello, President & Chief Executive Officer
  - Email: dan.santaniello@fddb.com
  - Office Phone: (570) 504-8035
  - Cell Phone: (570) 430-6499
- Timothy P. O'Brien, Senior Executive Vice President & Chief Lending Officer
  - Email: tim.obrien@fddb.com
  - Office Phone: (570) 504-2230
  - Cell Phone: (570) 313-1807
- Jack Ferrett, Senior Vice President, Business Relationship Manager
  - Email: Jack.Ferrett@fddb.com
  - Office Phone: (570) 504-2235
  - Cell Phone: (570) 466-8924
- Theresa Hinton, Vice President & Trust Officer
  - Email: theresa.hinton@fddb.com
  - Office Phone: (570) 504-2260
  - Cell Phone: (570) 561-5081
- Sharon Mullaney, Vice President & Business Services Manager
  - Email: sharon.mullaney@fddb.com
  - Office Phone: (570) 504-8079
  - Cell Phone: (570) 780-8391
- Diane Fonner, Assistant Vice President & Corporate Trust Officer
  - Email: diane.fonner@fddb.com
  - Office Phone: (570) 504-2245
  - Cell Phone: (570) 493-0193

Ms. Roseann Novembrino

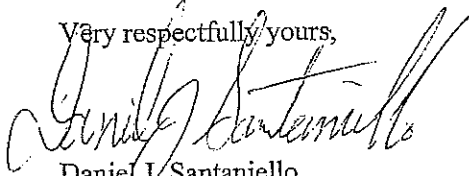
May 24, 2019

Page | 3

We appreciate the existing relationship we have with the City of Scranton and look forward to expanding it. Our goal is to further deepen our relationship with the City not only as a financial services provider, but as a partner and trusted advisor. We feel strongly that we are in a unique position to offer you not only the best in financial assistance, but also the utmost time and attention which begins with the service provided during the conversion process. The City already has accounts and services with Fidelity Bank; therefore, we expect the transition to go smoothly for your employees since they are using our systems and services today.

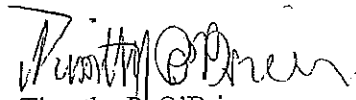
We look forward to meeting with you to review our proposal in detail and answer any questions you or your staff may have.

Very respectfully yours,



Daniel J. Santaniello  
President & Chief Executive Officer

Very respectfully yours,



Timothy P. O'Brien  
Senior Executive Vice President & Chief Lending  
Officer

DATA SUBMISSION DOCUMENT

THIS PROPOSAL, WHICH INCLUDES AFFIDAVITS  
A, B, C AND D MUST BE RECEIVED IN THE  
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN  
10:00 a.m.  
May 24, 2019

TO THE ATTENTION OF:

Roseann Novembrino  
City Controller  
City of Scranton  
340 North Washington Avenue  
2<sup>nd</sup> Floor  
Scranton, PA 18504

NAME OF BANK/FINANCIAL INSTITUTION: Fidelity Bank

CONTACT PERSON: Diane Fonner

STREET ADDRESS: 101 North Blakely Street

CITY/STATE/ZIP: Dunmore, PA 18512

TELEPHONE NUMBER: (570) 504-2245

FAX NUMBER: (570) 504-0273

EMAIL ADDRESS: diane.fonner@fddb.com

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## A) Organization

### 1. About Fidelity Bank

Founded in 1903, Fidelity Bank is proud to be a locally owned and operated community bank serving individuals, businesses, families and governments of our area for over 115 years. In addition to our commercial, institutional, business and retail banking operations, Fidelity Bank has a full-service Wealth Management Department that provides sound advice, prudent investment management, along with corporate trust services that include bond issue trustee, escrow, and paying agent services. With more than 400 personal, corporate, and governmental accounts under management, Fidelity Bank employs nine (9) full time Trust Officers and staff. Collectively, our Wealth Management Department officers have more than 180 years of combined experience in the banking, wealth management, law, and trust arenas. We pride ourselves on the personalized service we provide, and we take the time to know our clients and prepare thoughtful, customized solutions to meet their needs.

Our mission is to be the best bank for our employees to work, our customers to bank, our shareholders to invest, and our community to prosper. Our strategic plan revolves around customer relationships. Within our organization, our bankers are engaged in the Fidelity Model Experience, a set of standards which brings a superior banking experience to our clients. Our core values are passion, commitment, integrity, relationships, innovation and success, and they frame each decision we make daily.

With our mission, our core values and our focus on customer experience as our guideposts, we ensure that our relationship with our trust and investment clients includes a strong understanding of not only their financial goals, but their purpose, beliefs and their organizational goals, as well. Relationship is more than an investment account. Each client has an assigned team of experienced, knowledgeable professionals who collaborate and provide insights and customized solutions to bring financial stability. The relationship manager serves as the primary point of contact and leads and coordinates the relationship team. Committed to proactively providing an exceptional customer experience, Fidelity Bank offers its customers access to all team members, as well as executive management, a client care center staffed by knowledgeable, caring professionals, empowered employees to provide timely service and solutions, and holistic solutions to assure our client's financial needs are fulfilled.

In addition to our superior customer service, Fidelity Bank is distinguishable from our peers through the nationally recognized accreditations earned by our bank and our staff. Fidelity Deposit & Discount Bank was named one of the Top Three banks in Pennsylvania. A bank's score is a direct reflection of



customer opinion and satisfaction. Only banks receiving the highest ratings are awarded the title "Best-In-State". Only 124 banks in the country (2.2%) received this honor. Banks that have branches in at least 15 states were excluded from the survey.

## 2. Primary Contacts

Fidelity Bank's primary contacts for the City will be Diane Fonner, Corporate Trust Officer and Jack Ferrett, SVP, Business Relationship Manager. Diane and Jack's contact information is as follows:

- Diane Fonner, Assistant Vice President & Corporate Trust Officer
  - Email: [diane.fonner@fddb.com](mailto:diane.fonner@fddb.com)
  - Office Phone: (570) 504-2245
  - Cell Phone: (570) 493-0193
- Jack Ferrett, Senior Vice President, Business Relationship Manager
  - Email: [jack.ferrett@fddb.com](mailto:jack.ferrett@fddb.com)
  - Office Phone: (570) 504-2235
  - Cell Phone: (570) 466-8924

Diane Fonner, Assistant Vice President & Corporate Trust Officer, is an ICB Certified Corporate Trust Specialist and is a graduate of the American Bankers' Association National Trust School. Diane brings more than 30 years of corporate trust experience including all aspects of corporate trust administration, in the capacities of paying agent, transfer agent, escrow agent and trustee.

John M. Ferrett, Senior Vice President, Commercial Relationship Manager, is a graduate of The Pennsylvania State University and the Pennsylvania Bankers' Association Commercial Lending School. Jack has over 35 years in the banking industry, specializing in commercial lending and portfolio management. Jack's expertise has helped his clients accomplish their goals by navigating them through lending programs offered by the Small Business Administration, Federal Home Loan bank of Pittsburgh, Metro Action Scranton Chamber of Commerce, and NEPA Alliance.

## 3. The City of Scranton & Fidelity Bank Relationship

Fidelity Bank has enjoyed the relationship it has had with the City of Scranton and holds it in high regard, not only from a banking perspective, but as a partner within the community in which our employees work and live, as well.

Fidelity has been a trusted financial advisor to the City of Scranton for

many years. In 2010 and 2011, we provided the leadership for a group of banks that provided TAN financing for \$9,500,000 each year.

Currently, Fidelity Bank's Trust Department maintains a settlement account for the City of Scranton established to pay outstanding pensions for the City. Fidelity has worked closely with the City on this account for nearly three (3) years in identifying appropriate payees, disbursing funds pursuant to the direction of the City as well as delivering tax reporting to all fund recipients and assisting the City in resolving issues as they arose, such as the death of a retiree. To date, Fidelity has acted as the paying agent for this account and distributed and accounted for in excess of \$33,000,000.00.

In addition, Fidelity Bank's Trust Department currently maintains two investment management agency accounts for the City's worker's compensation plan. These two (2) accounts consist of the Funding Account and the Reserve Account. As agent for these accounts, Fidelity processes financial transactions at the direction of the City.

We have also supported the collection and processing of City real estate tax payments in our branches and through our lockbox system.

The City has maintained multiple depository accounts with us since 1999, and we look forward to expanding our relationship to include the accounts and services included in this Request for Proposal. Our approach is consultative, with a focus on creating efficient processes and maximizing cash flow. Our objectives are simple – help the City make money, save money and save time.

We are proud to provide banking services to over 6,800 households and businesses in the City of Scranton. We have over 12,000 depository accounts with balances of over \$250 million and more than 21,000 loans and lines of credit with balances of over \$120 million. We are ranked as the #1 mortgage lender in Lackawanna County and currently have 569 mortgage loans for City residents, with outstanding balances close to \$20 million.

Over the last five years, the Bank has made donations in excess of \$2,000,000 as part of the Pennsylvania Department of Community and Economic Development's Educational Improvement Tax Credit (EITC) program to approved organizations in the City of Scranton. These contributions are used for educational improvement and learning programs

Fidelity Bank is proud of our employees' commitment to community involvement. Since 2016, our employees have volunteered over 2,500 hours to organizations located within the City of Scranton.

The Bank employs 198 individuals, of which 98 work in the City of Scranton. The Bank has three branches (Green Ridge, Downtown Scranton and West Scranton) in Scranton, and our Operations Center which is located adjacent to City Hall.

The City of Scranton and Fidelity Bank have enjoyed a long and mutually beneficial relationship. We look forward to continuing that relationship by becoming the single point paying agent for the City.

## B) Paying Agent Services

### 1. Bond Issue Paying Agent Services

Fidelity Bank has offered corporate trust services since 1997. Over those 22 years, we have been administrator, trustee, transfer agent, paying agent, or escrow agent for over 200 bond issues. We have provided these services to numerous boroughs, cities, municipal authorities, school districts, and county governments in the Commonwealth of Pennsylvania. Included in these government entities is the City of Scranton, as well.

Fidelity Bank was the Paying and Escrow Agent for the City's 2001A and 2001C series bond issues; and Fidelity Bank was the Trustee for the Redevelopment Authority of the City of Scranton's 2006 and 2008 bond issues.

Fidelity Bank would be honored to resume a bond issue relationship with the City of Scranton to act as Paying Agent, Transfer Agent, Bond Registrar and Sinking Fund Depository for the currently outstanding two (2) bond issues for the City of Scranton, Series 2016 and 2017 Bond Issues. Fidelity will perform the following services for the duration of the bond issue term:

- Maintenance of all records by payment date, bond number and bondholder.
- Maintenance of maturity schedule for redemption of bonds and calls.
- Notification and collection of debt service payments from the City.
- Ensure the prompt payment by wire of principal and interest to the Depository Trust Company.
- Prepare the destruction certificates for all paid bonds.
- Mail statements of all transactions on a monthly, quarterly or semi-annual basis.

If the City should participate in additional bond issues and require the services of Fidelity Bank from the start of the issue, in addition to the services outlined above, Fidelity will provide the following services:

- Review of closing documents.
- Review of the bonds.
- Authentication of the original issuance.
- Participation in bond settlement and delivery of bonds.

## 2. Tax Anticipation Paying Agent Services

In addition to the paying agent services relative to the outstanding bond issues, Fidelity Bank is well suited to provide all necessary paying agent services to the City of Scranton for its tax anticipation obligations. With its experience in numerous paying agent roles, Fidelity Bank is well prepared to provide all paying agent services to the City of Scranton. Fidelity has the necessary technology, experienced staff and relationship with the City of Scranton to be able to fulfill all of the City's needs in these regards. Fidelity currently has a staff of nine (9) within the trust services section of its Wealth Management division, all of whom are available to service the City and meet its payment obligations.

Fidelity Bank will process all incoming wires or ACH transactions from the tax collection agencies on the time line set by the City, and pursuant to its directions, disburse funds received as directed, via wire, ACH or check. Fidelity will also ensure timely payments of any and all City tax anticipation notes per their terms. Other miscellaneous payments as requested from time to time by the City of Scranton will also be made by Fidelity on an as-needed basis.

## C) Paying Agent Service Fees

### 1. Bond Issue Service Fees

#### Initial Fee

Our regular initial fee for an original issuance is \$1,000.00. However, because the two (2) bond issues subject to this RFP are not original issues, Fidelity will waive this fee for both bond issues currently outstanding for the City. Future original bond issues, if any, will be subject to this fee.

#### Annual Fee:

Our annual fee for these services will be \$1,000.00 per series. This fee will be billed within 30 days of Fidelity's assumption of paying agent services. Fidelity guarantees these fees for the initial five (5) year term of the contract. Should the City execute its option to renew for additional years, these fees may be renegotiated for successive two-year periods as agreed between the parties.

### 2. Tax Anticipation Service Fees

In addition to the paying agent services for bond issues, Fidelity Bank can provide the City of Scranton with single point paying agent services for a fee of \$6,500.00 per year. If outgoing wires are required, Fidelity will charge the City for the wire transfer fees associated with these payments. Currently, the wire transfer fee is \$20 per wire.

### 3. Summary of Paying Agent Service Fees

| Paying Agent Service                  | Initial Fee        | Annual Fee/ Per Issue | # Bond Issues | Total Fee                |
|---------------------------------------|--------------------|-----------------------|---------------|--------------------------|
| <b>Bond Issue Paying Agent</b>        | Waived - No Charge | \$1,000.00            | 2             | \$2,000.00               |
|                                       | Initial Fee        | Annual Fee            |               |                          |
| <b>Tax Anticipation Paying Agent*</b> | Waived - No Charge | \$6,500.00            |               | \$6,500.00               |
|                                       | Initial Fee        | Annual Fee            |               |                          |
| <b>Miscellaneous Paying Requests</b>  |                    | Inclusive - No Charge |               | \$0.00                   |
| <b>Total Paying Agent Fees</b>        |                    |                       |               | <b><u>\$8,500.00</u></b> |

\*Plus wire transfer fees incurred by Fidelity Bank Trust Department, currently \$20 per wire.

4. Guarantee of Paying Agent Service Fees

These fees are guaranteed for the five (5) year term of the contract. Should the City execute its option to renew for additional years, these fees may be renegotiated for successive two-year periods. The parties will meet and discuss service fees at those intervals, as necessary.

5. Paying Agent References

We are proud of the long-standing relationships we have established with our clients and are pleased to provide the following client references, all of whom will be happy to speak with you, should you desire to contact them. For each of the following clients, Fidelity Bank provides paying agent services:

- Abington Regional Waste Water Authority
  - Lauren Elliott, Director (570) 587-2830
- Dunmore School District
  - Antoinette Lopatka, Business Administrator (570) 343-2110
- Mountaintop Sewer Authority
  - Jeff Mylet, Manager (570) 678-7411x 38
- Scranton School District
  - Patrick Laffey, Business Manager (570) 348-3496
- Riverside School District
  - William Drazdowski, Business Manager (570) 650-9921

## **D) Cash Management & Operations**

### **1. Cash Management & Investments**

#### **Insured Cash Sweep Service**

Across the United States, local and state governmental organizations use reciprocal deposit services to access multi-million dollar FDIC insurance through a single bank relationship. Through our affiliation with the Insured Cash Sweep or ICS Network, we can provide this service to the City of Scranton. The City will have quick access to its funds, while earning a competitive rate on all balances.

This service has been approved for use by the Commonwealth of Pennsylvania. Currently there are hundreds of public entities in Pennsylvania that utilize this service with over \$1 billion on deposit. The Bank complies with Pennsylvania Act 10 of 2016 which defines allowable government investments and approves the use of the Insured Cash Sweep service.

#### **a. How it Works**

The Trust Department will open an account for the City that will be linked to the Insured Cash Sweep® service. All funds will be invested daily, available for immediate withdrawal and fully FDIC insured through this program.

Fidelity Bank will act as the City's agent in placing funds through ICS and as its custodian for its deposit accounts at other banks. Through the ICS network, a \$250,000 balance will be maintained in the Muni Choice Checking account and excess funds will be placed in deposit accounts at other FDIC-insured institutions that are members of the ICS Network. The amount of funds placed in a deposit account at any one other bank will not exceed the FDIC standard maximum deposit insurance amount of \$250,000. The program allows unlimited program withdrawals and deposits.

The City will receive a regular monthly statement from Fidelity Bank showing the balances and other key information, including the amount of funds on deposit at any other banks. The City can check its Trust account and track other important information online.

#### **b. Interest Rate**

All balances will earn a fixed rate of 1.50% for the first year. This rate will be adjusted annually, on the anniversary date, to equal 25% of the current WSJ Prime Rate and will be fixed at that rate for the next year.



c. Fees

There is no fee for this service.

d. Collateralization of Funds

Should the City select to use the Insured Cash Sweep service, there will be no need to collateralize the funds. The Insured Cash Sweep service, offered through Promontory Interfinancial Network, provides full FDIC insurance for all funds on deposit.

If the city does not elect to use the ICS, all time and savings deposits owned by the City will be insured up to \$250,000. Separately, all demand deposits owned by the City will be insured up to \$250,000. Funds in excess of these FDIC limits will be fully collateralized according to Pennsylvania's Act 72 of 1971.

Public funds are collateralized through the pledging of appropriate securities or other instruments, as noted below:

- US Government Agency Bonds and Mortgage Backed Securities held in a Pooled Asset Account at the Federal Reserve Bank of Philadelphia. Municipal Securities are held in a Pooled Asset Account at First Tennessee Bank, Memphis, TN.
- A letter of credit maintained in the City's name at the Federal Home Loan Bank of Pittsburgh

The pooled collateral is marked to market monthly by an independent third party and is verified and tested quarterly by a different third party.

2. Insurance & Regulatory

The primary insurance carrier for Fidelity Deposit & Discount Bank is ABA Insurance Services, Inc. based out of Shaker Heights, OH. Through ABA, we have:

- D&O Liability Insurance with annual coverage limit of \$10 Million
- Securities Liability with annual coverage limit of \$10 Million
- Broad Form Company Liability with annual coverage limit of \$5 Million
- Fiduciary Liability with annual coverage limit of \$5 Million
- Trust Services liability insurance with annual coverage limit of \$5 Million
- Employment Practices Liability with annual coverage limit of \$5 Million

Additionally, through Great Northern Insurance Company, Federal Insurance Company, and Lackawanna National Insurance Company, we maintain commercial general liability, automobile liability, umbrella liability, and workers compensation and employers' liability insurances. All have limits of at least \$1,000,000.

It would not be required to notify our clients of the cancelation of these policies. However, the policies are crucial in mitigating risk to the bank, its shareholders, its employees and its clients. We have added a non-cancellation endorsement to these policies. No claims have ever been submitted.

Please see attached in Exhibit G detailing Fidelity Bank's insurance coverage.

There have been no regulatory censure, litigation, or other legal proceedings that have been instituted against Fidelity Bank or its principals, owners or advisors within the last three years that would have an impact on Fidelity Bank's operations. Fidelity Bank is not involved in any current litigation with the City of Scranton.

### 3. Implementation Schedule

Our implementations will be structured as follows:

#### a. Within one business day of acceptance of proposal:

- Schedule a meeting with the City of Scranton to determine its needs and obtain all information necessary for opening accounts, including all pertinent documentation.
- Fidelity Bank will draft and deliver the appropriate notice to the Depository Trust Company indicating the change of paying agent for the City's bond issues.

#### b. Within two business days after the above meeting:

- Establish necessary accounts on Fidelity Bank's Trust accounting systems to track and receive debt service payments.
- Establish the Insured Cash Sweep service for the City's accounts.
- Provide the City of Scranton with documentation required to implement all Treasury Management services.

#### c. At a date decided upon by the City of Scranton:

- Provide training for all online services, including Business Online Banking and Portfolio Link for TAN
- d. Conduct ongoing meetings with the City of Scranton during the training and implementation process to ensure all accounts and services are working properly and to resolve any issues that may arise. After implementation, there will be a quarterly meeting, or as necessary, with representatives of the City and the Fidelity team to review your overall relationship and potential opportunities.

#### 4. Your Service Team

- Daniel J. Santaniello, President & Chief Executive Officer
  - Email: Dan.Santaniello@fddb.com
  - Office Phone: (570) 504-8035
  - Cell Phone: (570) 430-6499
- Timothy P. O'Brien, Senior Executive Vice President & Chief Lending Officer
  - Email: Tim.O'brien@fddb.com
  - Office Phone: (570) 504-2230
  - Cell Phone: (570) 313-1807
- Jack Ferrett, Senior Vice President, Business Relationship Manager
  - Email: Jack.Ferrett@fddb.com
  - Office Phone: (570) 504-2235
  - Cell Phone: (570) 466-8924
- Theresa Hinton, Vice President & Trust Officer
  - Email: Theresa.Hinton@fddb.com
  - Office Phone: (570) 504-2260
  - Cell Phone: (570) 561-5081
- Sharon Mullaney, Vice President & Business Services Manager
  - Email: Sharon.Mullaney@fddb.com
  - Office Phone: (570) 504-8079
  - Cell Phone: (570) 780-8391
- Diane Fonner, Assistant Vice President & Corporate Trust Officer
  - Email: Diane.Fonner@fddb.com
  - Office Phone: (570) 504-2245
  - Cell Phone: (570) 493-0193

# **Exhibit A**

## **Affirmative Action Certification**

**ATTACHMENTS  
DATA SUBMISSION DOCUMENTS**

**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

(8) 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.

(9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(11) 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: 5/20/2019

NAME OF PROPOSER: Fidelity Deposit & Discount Bank  
BY: [Signature]  
TITLE: President & CEO

## **Exhibit B**

### **Certification of Non-Segregated Facilities**

## 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: 5/20/2019

NAME OF PROPOSER: Fidelity Deposit & Discount Bank

BY: [Signature]

TITLE: President & CEO



## **Exhibit C**

# **Non-Collusion Affidavit of Prime Bidder**

Attachment C.  
Non-Collusion Affidavit of Prime Bidder

STATE OF

Pennsylvania

COUNTY OF

LACKAWANNA

TIMOTHY O'BRIEN, being first duly sworn, deposes and says that:

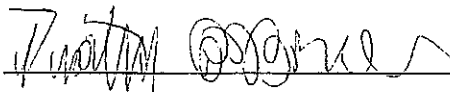
1. He is A Representative

(Owner, partner, officer, representative or agent)

of Fidelity Bank, 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.

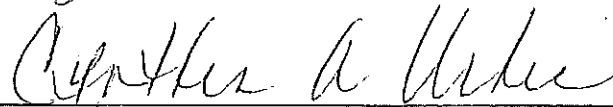
Non-Collusion Affidavit  
Signature Page

Signed   
TIMOTHY O'BRIEN, SEVP & Chief Lending Officer

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 20th DAY OF May 2019

(TITLE)   
2/17/23

MY COMMISSION EXPIRES

2/17, 2023

Commonwealth of Pennsylvania - Notary Seal  
Cynthia A Uchle, Notary Public  
Lackawanna County  
My commission expires February 17, 2023  
Commission number 1288509

## **Exhibit D**

### **Disclosures by Firm or Contractor**

**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 Timothy O'Brien, hereby state that I am (title) SEVP + CLO for,

Fidelity Bank and am authorized to make this verification.

Signature: \_\_\_\_\_

Timothy O'Brien

## **Exhibit E**

### **Collateralization Certification**

May 20, 2019

City of Scranton  
Ms. Roseann Novembrino, City Controller  
340 North Washington Avenue  
Second Floor  
Scranton, PA 18503

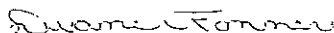
RE: Request for Paying Agent Services

Dear Ms. Novembrino:

Kindly allow this letter to confirm our bank understands the City requires the use of the Pooling Method of collateralization for public deposits in excess of the FDIC \$250,000 coverage. Please know Fidelity Deposit and Discount Bank will be investing the City's funds in accordance with Act 72 of 1971 and Act 10 of 2016 and adhering to this requirement.

Should you need anything else in this regard please do not hesitate to call me at the number below.

Very Truly Yours,



Diane Fonner  
AVP, Corporate Trust Officer  
Fidelity Deposit and Discount Bank  
101 N. Blakely St.  
Dunmore, PA 18512  
(570) 504-2245  
Diane.Fonner@fddb.com

## **Exhibit F**

### **Operations, Litigation, Confidentiality**



May 20, 2019

City of Scranton  
Ms. Roseann Novembrino, City Controller  
340 North Washington Avenue  
Second Floor  
Scranton, PA 18503

RE: Request for Paying Agent Services

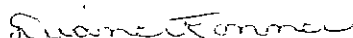
Dear Ms. Novembrino:

Kindly allow this letter to confirm the following:

1. Fidelity Bank is not currently in violation of any regulatory rules or regulations that have any impact on our operations.
2. Fidelity Bank is not involved in any current litigation with the City of Scranton
3. This proposal will remain confidential until the Paying Agent is selected and the contract is executed.

Should you need anything else in this regard please do not hesitate to call me at the number below.

Very Truly Yours,



Diane Fonner  
AVP, Corporate Trust Officer  
Fidelity Deposit and Discount Bank  
101 N. Blakely St.  
Dunmore, PA 18512  
(570) 504-2245  
Diane.Fonner@fddb.com

## **Exhibit G**

### **Liability Insurance Coverage**

**EVEREST NATIONAL INSURANCE COMPANY**  
(A Stock Insurance Company, herein called the **Insurer**)

**DIRECTORS & OFFICERS LIABILITY POLICY**  
**Declarations Page**

**Policy Number:** 8100004514-181

**IMPORTANT NOTICE:** This is a claims-made policy. Defense Costs are included within the Limit of Liability. Amounts incurred as Defense Costs will reduce the Limit of Liability available to pay judgments or settlements. Please read this Policy carefully.

**Item 1. Named Insured(s):** Fidelity D & D Bancorp, Inc.; Fidelity Deposit and Discount Bank

**Principal Office:** Blakely & Drinker Streets, Dunmore, PA 18512

**Item 2. Policy Period:** From 12:01 a.m. 12/20/2018 To 12:01 a.m. 12/20/2019  
(Local time at the address shown in Item 1)

**Item 3a. Total Policy Aggregate Limit:** The Total Policy Limit for each Policy Year during the Policy Period for all Insuring Agreements, regardless of whether such Insuring Agreement is provided as a sublimit or separate limit, shall not exceed \$38,000,000. ✓

**Item 3b. D&O Policy Limit:** \$10,000,000

**Item 4. Extended Reporting Period:** If the eligibility requirements are met and the Extended Reporting Period is properly exercised, the Insured shall pay 100% of the annual premium set forth in Item 11(a). The length of the Extended Reporting Period shall be 365 days.

**Item 5. Notices:** All notices required to be given to the Insurer under this Policy shall be addressed to ABA Insurance Services Inc., 3401 Tuttle Road, Suite 300, Shaker Heights, Ohio 44122. Telephone: 800-274-5222.

**Item 6. Defense Option:** It shall be the duty of the Insured and not the duty of the Insurer to defend Claims unless the "Insurer's Duty to Defend" is designated "yes" below:

| <u>Insuring Agreement</u>      | <u>Insurer's Duty To Defend</u> |
|--------------------------------|---------------------------------|
| D&O Liability                  | No                              |
| Securities Liability           | No                              |
| Broad Form Company Liability   | No                              |
| Fiduciary Liability            | No                              |
| Trust Services Liability       | No                              |
| Employment Practices Liability | No                              |

**Item 7. Coverage(s) Provided:** It is understood and agreed that coverage will not be provided under any Insuring Agreement unless a Limit of Liability and Retention for such Insuring Agreement are set forth below:

|  | Item 8.<br>"X" Indicates<br>Separate<br>Limit | Item 9.<br>Limit of<br>Liability | Item 10.<br>Retention | Item 11. (a)<br>Annual<br>Premium | Item 11. (b)<br>Actual<br>Premium |
|--|---|----------------------------------|-----------------------|-----------------------------------|-----------------------------------|
| <b>Insuring Agreement</b>  |   |                                  |                       |                                   |                                   |
| <b>Directors &amp; Officers Liability Coverage</b>                           |   |                                  |                       |                                   |                                   |
| (A) Insured Persons Liability  | X   | \$10,000,000                     | \$0                   | Included in (B)                   |                                   |
| (B) Company Indemnification  |   | \$10,000,000                     | \$250,000             | \$30,664                          | \$30,664                          |
| (C) Securities Liability<br>(with Shareholder Demand Investigative Coverage) |   | \$10,000,000                     | \$250,000             |                                   |                                   |
| <b>Additional Liability Coverages</b>  |   |                                  |                       |                                   |                                   |
| Broad Form Company Liability (BFCL)  | X   | \$5,000,000                      | \$250,000             | \$22,699                          | \$22,699                          |
| Fiduciary Liability  | X   | \$5,000,000                      | \$10,000              | \$1,912                           | \$1,912                           |
| Trust Services Liability   | X   | \$5,000,000                      | \$75,000              | \$12,619                          | \$12,619                          |
| Employment Practices Liability   | X   | \$3,000,000                      | \$75,000              | \$8,055                           | \$8,055                           |

**Item 12. Excess "A Side" Coverage:** N/A

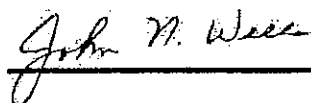
**Item 13. Prior/Pending Litigation Dates:**

| <u>Insuring Agreement</u>      | <u>Prior/Pending<br/>Litigation Date</u> |
|--------------------------------|--|
| D&O Liability                  | 12/20/2008                               |
| Securities Liability           | 12/20/2008                               |
| Broad Form Company Liability   | 12/20/2008                               |
| Fiduciary Liability            | 12/20/2008                               |
| Trust Services Liability       | 12/20/2008                               |
| Employment Practices Liability | 12/20/2008                               |

**Item 14. Endorsements:** This Policy is subject to the terms of the following Endorsements attached hereto and incorporated herein by reference at the effective date of this Policy and to all other Endorsements attached hereto after the effective date of this Policy: EEO 40-610 (03 17), EEO 40-308 (03 17), EEO 40-309 (03 17), EEO 40-314 (03 17), EEO 40-324 (03 17), EEO 40-336 (03 17), EEO 40-535 (07 09), EEO 40-543 (07 09), EEO 40-583 V3 (03 17), EEO 40-589 M8 (07 09), EEO 40-613 (03 17), EEO 40-614 (03 17), EEO 40-620 (03 17), EEO 40-623 (03 17), EEO 40-629 (07 09), EEO 40-978 (07 09), EEO 41-248 PA (03 17), EN IL PV 1 (07 09).

These Declarations, along with the completed and signed Application, including attachments, the Policy and all Endorsements hereto, shall constitute the contract between the Insured and Everest National Insurance Company, 477 Martinsville Road, Liberty Corner, NJ 07938.

Date: January 24, 2019

  
\_\_\_\_\_

Company Officer or Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2019

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).

|  |                     |  |  |   |                     |   |       |  |       |                   |  |                   |  |                   |  |
|--|---------------------|--|--|---|---------------------|---|-------|--|-------|-------------------|--|-------------------|--|-------------------|--|
| <b>PRODUCER</b><br>Joyce, Jackman & Bell, LLC<br>9 N. Main Street<br><br>Pittston PA 18640-0490  |                     | <b>CONTACT NAME:</b> Janice Waleski<br><b>PHONE (A/C, No, Ext):</b> (570) 654-5505<br><b>E-MAIL ADDRESS:</b> jwaleski@jibins.com<br><b>FAX (A/C, No):</b> (570) 654-8275   |  |   |                     |   |       |  |       |                   |  |                   |  |                   |  |
| <b>INSURED</b><br><br>Fidelity Deposit & Discount Bank Inc, DBA: Fidelity D & D Bancorp Inc<br>Drinker & Blakely Streets<br><br>Dunmore PA 18512 |                     | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"><tr><td><b>INSURER A:</b> Great Northern Ins Co</td><td><b>NAIC #</b> 20303</td></tr><tr><td><b>INSURER B:</b> Federal Insurance Company</td><td>20281</td></tr><tr><td><b>INSURER C:</b> Lackawanna National Ins Co</td><td>12274</td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table> |  | <b>INSURER A:</b> Great Northern Ins Co | <b>NAIC #</b> 20303 | <b>INSURER B:</b> Federal Insurance Company | 20281 | <b>INSURER C:</b> Lackawanna National Ins Co | 12274 | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| <b>INSURER A:</b> Great Northern Ins Co  | <b>NAIC #</b> 20303 |  |  |   |                     |   |       |  |       |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> Federal Insurance Company  | 20281               |  |  |   |                     |   |       |  |       |                   |  |                   |  |                   |  |
| <b>INSURER C:</b> Lackawanna National Ins Co   | 12274               |  |  |   |                     |   |       |  |       |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>  |                     |  |  |   |                     |   |       |  |       |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>  |                     |  |  |   |                     |   |       |  |       |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>  |                     |  |  |   |                     |   |       |  |       |                   |  |                   |  |                   |  |

**COVERAGES****CERTIFICATE NUMBER:** CL186526385**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        | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> see attached  |           |  | 35859783      | 06/01/2018              | 06/01/2019              | EACH OCCURRENCE \$ 1,000,000   |
|          |   |           | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |               |                         |                         |  |
|          |   |           | MED EXP (Any one person) \$ 10,000                     |               |                         |                         |  |
|          |   |           | PERSONAL & ADV INJURY \$ 1,000,000                     |               |                         |                         |  |
| A        | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:   |           |  | 73542301      | 06/01/2018              | 06/01/2019              | GENERAL AGGREGATE \$ 2,000,000                                       |
|          |   |           | PRODUCTS - COMP/OP AGG \$ 2,000,000                    |               |                         |                         |  |
|          |   |           | Employee Benefits \$ 1,000,000                         |               |                         |                         |  |
|          |   |           | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000       |               |                         |                         |  |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> 10<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY |           |  | 79851556      | 06/01/2018              | 06/01/2019              | BODILY INJURY (Per person) \$  |
|          |   |           | BODILY INJURY (Per accident) \$                        |               |                         |                         |  |
|          |   |           | PROPERTY DAMAGE (Per accident) \$                      |               |                         |                         |  |
|          |   |           | Underinsured motorist \$ 1,000,000                     |               |                         |                         |  |
| C        | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/><br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |  | AM0610181511  | 06/01/2018              | 06/01/2019              | EACH OCCURRENCE \$ 15,000,000  |
|          |   |           | AGGREGATE \$ 15,000,000                                |               |                         |                         |  |
|          |   |           |  |               |                         |                         |  |
|          |   |           |  |               |                         |                         |  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A  |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          |   |           | E.L. EACH ACCIDENT \$ 1,000,000                        |               |                         |                         |  |
|          |   |           | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                |               |                         |                         |  |
|          |   |           | E.L. DISEASE - POLICY LIMIT \$ 1,000,000               |               |                         |                         |  |

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Scranton

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



DEPARTMENT OF LAW

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

June 14, 2019

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

RECEIVED

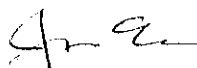
JUN 14 2019

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 FIDELITY DEPOSIT AND DISCOUNT BANK TO PROVIDE  
PAYING AGENT SERVICES FOR THE CITY OF SCRANTON FROM AUGUST 1,  
2019 THROUGH DECEMBER 31, 2024.

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 MCCLURE COMPANY AS ENERGY SERVICES COMPANY (ESCO) FOR THE CITY OF SCRANTON TO PROVIDE THE MOST IMPACTFUL CITY-WIDE ENERGY SAVINGS STRATEGY TO IMPROVE THE EFFICIENCY OF CITY OWNED FACILITIES.**

WHEREAS, a request for Qualifications was advertised for the City of Scranton Energy Services Company (ESCO) for the most impactful city-wide energy savings strategy to improve the efficiency of city owned facilities and three (3) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the contract to McClure Company for the reasons provided in the Memo attached hereto 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 McClure Company.

**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 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.

# CONTRACT

This contract entered into this \_\_\_\_ day of \_\_\_\_\_ 2019 effective from  
April 30, 2019 to March 30, 2022 by and between the City of Scranton, 340 North  
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

MCCLURE COMPANY  
4101 NORTH SIXTH STREET  
HARRISBURG, PA 17110  
PHONE NO. (717) 574-6539

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in  
accordance with the terms and conditions hereinafter set forth and the Contractor is ready,  
willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises  
each to the other made, the parties do agree and intend to be legally bound as follows:

## ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of  
provide energy services company (ESCO) energy savings strategy to improve the efficiency of  
city owned facilities. The Contractor hereby covenants, contracts and agrees to furnish Scranton  
with:

CITY OF SCRANTON  
ENERGY SERVICES COMPANY (ESCO)  
FOR ENERGY SAVINGS STRATEGY TO  
IMPROVE THE EFFICIENCY OF  
CITY OWNED FACILITIES  
PER THE ATTACHED BID PROPOSAL  
AND SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's  
Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference  
thereto and the Bid Proposal submitted by McClure Company dated April 8, 2019 attached  
hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal  
and Specifications are hereby made part of this Agreement as fully and with the same effect as if  
set forth at length herein.

## ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely  
as an independent contractor, and nothing contained or implied shall at any time be so construed  
as to create the relationship of employer and employee, partnership, principal/agent, or joint  
adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a  
waiver of such rights, or of any other rights hereunder.



### ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

### ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

### ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

| <u>TYPE OF INSURANCE</u>   | <u>LIMITS OF LIABILITY</u>   |
|--|--|
| Workers' Compensation  | Statutory  |
| Employer's Liability   | \$ 500,000.00  |
| Professional Liability   | \$1,000,000.00 each occurrence<br>\$1,000,000.00 aggregate                         |
| Comprehensive General Liability (including<br>Blanket Contractual Liability Insurance) |  |
| Bodily Injury  | \$ 1,000,000 each person<br>\$ 1,000,000 each occurrence<br>\$ 1,000,000 aggregate |
| Property Damage  | \$ 500,000 each occurrence   |
| Personal Injury  | \$ 500,000   |
| Comprehensive Automobile Liability:  |  |
| Bodily Injury  | \$ 300,000 each person<br>\$ 500,000 each occurrence                               |
| Property Damage  | \$ 500,000 each occurrence   |

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration data;
- (b) The coverage required and the limits on each, including the amount of

- 
- deductibles or self-insured retentions (which shall be for the account of the Contractor);
  - (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
  - (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
  - (e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

#### ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

#### ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

#### ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

#### ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council.

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

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

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

COUNTERSIGNED:

\_\_\_\_\_  
CITY CONTROLLER

\_\_\_\_\_  
BUSINESS ADMINISTRATOR

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY SOLICITOR

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

MCCLURE COMPANY

\_\_\_\_\_  
BY:

TITLE: \_\_\_\_\_

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

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



SCRANTON

May 13, 2019

**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 Services Company Recommendation**

All,

The City of Scranton received three proposals for the Energy Services Company (ESCO) to undertake the energy related improvements to the Public Safety Building, as well as those associated utility components of the Police Department headquarters, Department of Public Works facility, and the remaining fire house lighting upgrades. The fire house project is the upgrade of the existing facility standard lighting to LED lighting. LED lighting was omitted from the fire house upgrade project until an interpretation was obtained on the effect on the lighting on sensitive equipment; it was determined that the lighting effect was negligible. The retention process for the ESCO was subject to a thorough review by the City's Energy Consultant, Commonwealth Energy. The ESCO follows the same protocol as the street lighting project by funding through a lease transaction. The City has been negotiating the lease with M&T Bank. The prospective lease component has been included in the 2019 operating budget.

The following firms submitted qualifications proposals:

1. McClure Company
2. CM3 Building Solutions
3. Engie

All are qualified firms which have measurable backgrounds in completing energy services projects. ESCO costs are typically based on a percentage of total project costs, or individual project components, or both. All proposals provide a similar methodology in determining their "fee". The purpose of the City's Energy Savings Consultant is to manage those costs as aggressively as possible on behalf of the City. A standard 'mark-up' by the ESCO is 30 – 40% of either project components or the total project cost. That mark-up would include much of the soft costs associated with the project completed by the ESCO such as engineering and design work. The benefit of the McClure selection is their "hands on" approach to the mechanical project component. Most ESCO projects are typically weighted to mechanical work. As a mechanical engineering and contracting firm, McClure would not be required to subcontract this specific project effort. McClure is advantageous mainly due to the fact that they self-perform their own mechanical work. The average margin for an ESCO to hire a sub-contractor, is roughly 10%. In choosing McClure, the City would be able to secure 10% more project scope instead of paying an additional mark-up on this project component.

The ability to self-perform mechanical construction and emergency services work is not insubstantial.

Keep in mind that all of the submissions represent very viable candidates for selection. On a relative scoring basis, each is capable and checks all the boxes for selection. McClure, while based in Harrisburg does have a local presence through an office in Wilkes-Barre. All offer references on projects completed for governments locally, principally counties and school districts. A project cost update on the Public Safety Building was provided in a copy of the recent bid results for interior and exterior work. The investment grade audit, provided by McClure at no cost to the City, will further define those costs associated with this component of the Public Safety Project and costs associated with the upgrade of utility components in the police headquarters and public works facility, as well as the lighting upgrade in the fire houses. The intent of every energy services contract is to offset the cost of the lease payments by the estimated amount of energy savings associated with the project. The firm will assist in securing utility rate adjustments based on the use of the savings features, such as in lighting. The City will likely incorporate what is termed a hybrid approach, which will include limited public safety project components which may not directly impact the energy savings calculation, such as new plumbing fixtures, but will assist in amortizing the cost of that project component. The energy audit will define those potential savings and the lease will be amortized accordingly to realize those savings annually needed to fund the lease payments.

**Based on the above cost proposals, the Office of the Business Administrator and the City's Energy Services Consultant recommends the approval of the proposal submitted by the McClure Company. The firm has an excellent team assembled to complete the energy services projects. The firm brings a local presence to the project and has a similar scope of experience in comparable local energy savings projects.**

Department of Business Administration

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



SCRANTON

April 8, 2019

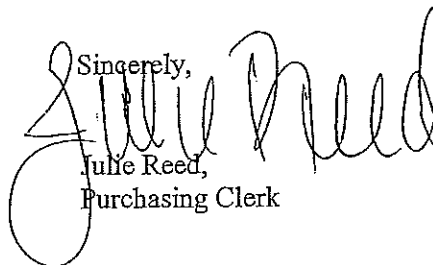
Mr. David Bulzoni  
Municipal Building  
340 N. Washington Ave.  
Scranton, Penna. 18503

Dear Mr. Bulzoni,

This is to inform you that bids were opened on Monday, April 8, 2019 in Council Chambers for the City Of Scranton Energy Services Company April 3, 2019-March 30, 2022. I attached copies of the bid submitted by the following companies:

**CM3 Building Solutions Company**  
**Engie Services U.S., Inc.**  
**McClure Company**

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

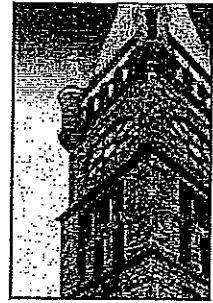
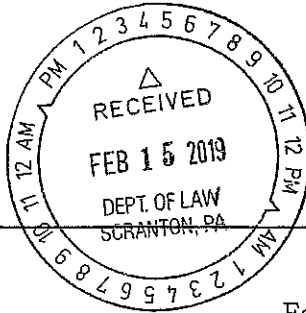
Sincerely,  
  
Julie Reed,  
Purchasing Clerk

Attachments

Cc: Mrs. Roseann Novembrino, City Controller  
Mr. David Bulzoni  
Mrs. Lori Reed, City Clerk  
✓ Mrs. Jessica 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

February 15, 2019

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 Monday, April 8<sup>th</sup> 2019 at 10:00 AM for the following:

**City of Scranton  
Energy Services Company  
April 30, 2019-March 30, 2022**

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

## REQUEST FOR QUALIFICATIONS PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. April 8, 2019, at which time such proposals will be opened in the City Council Chambers for the following:

### **CITY OF SCRANTON ENERGY SERVICES COMPANY APRIL 30, 2019 – MARCH 30, 2022**

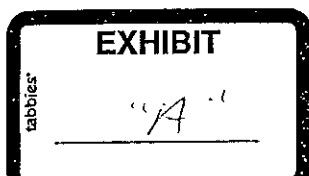
The City of Scranton will award the qualifications proposal to assist with the Project described in the Request for Qualifications Proposal. All proposals shall be in accordance with the Request for Qualifications Proposal (RFP) specifications which are now available and can be picked up at the Office of the Bureau of Purchasing, 4<sup>th</sup> Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503.

Sealed envelopes containing the proposals will be received and identified by "City of Scranton Energy Services Company". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require one digital and four (4) copies of this proposal.

If you have any questions, please call David M. Bulzoni, Business Administrator, at (570) 348-4118.

David M. Bulzoni

Business Administrator





# REQUEST FOR QUALIFICATIONS

## Introduction

The City of Scranton (the "City") is seeking qualifications from Energy Services Companies (hereinafter "Firm" or "Company") capable of developing and implementing comprehensive supply and demand side energy cost savings initiatives. The City is also interested in the implementation of related capital improvements in City buildings/facilities ("Facilities") and systems that are designed to reduce energy costs through the installation of energy efficient equipment, implementation of Energy Conservation Measures ("ECMs") and capital improvements that will be principally paid for with the verified savings from the City's reduced annual energy costs in accordance with the guaranteed energy savings contract requirements of the Guaranteed Energy Savings Act, 62 Pa. C.S. §3751-3757.

The City's goal is to develop a long-term relationship with a qualified firm that has the ability to implement supply side and demand side strategies as needed throughout the course of the statutory contract term. This relationship and any subsequent projects during the contract term will remain subject to the best interests of the City.

This RFQ, with any addenda, contains the only instructions governing the proposals and material to be included therein; a description of the service to be provided; general evaluation criteria; and other proposal requirements.

Date due: Monday, April 8, 2019

All questions are to be directed to:

David Bulzoni, City of Scranton Business Administrator  
[dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov)

## PART I. GENERAL INFORMATION

### 1. ISSUING OFFICE

This RFQ is issued by the City of Scranton by the Office of Business Administration listed below. Prospective respondents to this RFQ shall request, via email to the contact below, copies of all documents and to be listed to receive any applicable Addendum to this RFQ.

David Bulzoni  
Business Administrator  
City of Scranton  
340 North Washington Avenue  
Scranton, PA 18503

David Bulzoni is the principal point of contact for this RFQ. All questions pertaining to this document are to be provided in writing via email to [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). No verbal inquiries will be addressed.

### 2. PROJECT

It is the intent, through this solicitation, to provide the most impactful district-wide energy savings strategy to improve the efficiency of City owned facilities. The intent is further to achieve significant long-term energy cost savings with infrastructure renewal and capture additional benefits that might result from energy related services and capital improvements, such as environmental protection, improved operating efficiency and indoor air quality, additional building improvements, as well as an improved work environment.

The City recognizes the development and implementation of a comprehensive energy savings strategy as being a financial mechanism principally used to make capital improvements to existing facilities and

systems by minimizing any additional costs to the City and its residents. The services performed by the Firm are directly associated with the City's short-term and long-term energy and environmental reduction goals/targets and through this procurement process a qualified Firm will be selected that has the capability to maximize the net economic benefit and energy efficiency while reducing the City's risk in this undertaking.

It is not the intent of the City through this procurement to enter into long term maintenance contracts with the selected Firm. All future maintenance contracts will be procured outside of this RFQ process on a case by case basis.

The City has contracted with a qualified third party verifier, prior to the adoption of the Guaranteed Energy Services Agreement (GESA), to verify the calculated projected energy savings based on guidelines of the International Performance Measurement Protocol (IPMVP). This third party may also be required to verify the projected energy savings in the energy optimization strategy, when energy conservation measures are placed in service or commissioned. The City reserves the right to accept or reject any proposed energy conservation measures or energy savings guarantee if proposed.

The City reserves the right to modify the terms of this RFQ during the RFQ process. All such changes will be made by written addendum issued to all Firms registered to receive the procurement documents.

### **3. ENGAGEMENT TERMS**

Under any Contract awarded, the selected Firm will be required to evaluate current supply and demand side structure and identify, recommend, design/engineer, finance, implement, train staff on new systems, monitor performance and provide 100% savings guarantee of ECMs at the City's option.

The services shall be performed in two parts in accordance with Act 39:

- Phase I: Conduct an Investment Grade Energy Audit (IGEA) of the buildings/facilities identified by the City and to develop an energy savings strategy to be reviewed and approved by the City. Subsequent to the approval of the strategy, the City, in its sole discretion, may authorize the Firm to proceed to the next phase.
- Phase II: The GESA. The City is under no obligation to proceed past the receipt and review of the energy savings strategy.

As a result of this RFQ process, the City intends to select one Firm for the implementation of the defined project and will implement all mutually agreed upon cost saving measures comprising the City's energy strategy through a GESA, in accordance with all public procurement policies applicable to the City.

The selected Firm will:

- i. Identify, develop and finalize the energy savings strategy that is customized to specifically address the needs and requirements of the City,
- ii. Design and prepare all construction plan documents and bid specifications for project implementation,
- iii. Arrange for all necessary program financing, if applicable,
- iv. Identify and apply for all energy-related grant/rebate/incentive programs available to the City, and
- v. Contract with and supervise all subcontractors retained through a competitive bidding process.

The selected Firm will, as part of the final agreement with the City:

- i. Offer a first party savings guarantee as part of the Firm's proposal, which shall be in accordance with the Pennsylvania Guaranteed Energy Savings Act, Act 39 of 2010, as amended 62 Pa.C.S. §3751, et al.

- ii. Ensure that the City does not incur initial start-up costs. The Firm will provide a financial package which will allow payments over a specified term. This will allow the City to pay for the program within current budget allocations. The City will make progress payments according to a predefined schedule, but the City will make no mobilization payments as part of this contract.
- iii. Ensure the City will retain all energy and operational savings.
- iv. Guarantee energy and cost savings on an annual basis and over the term of the guaranteed energy savings contract. No credit for 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. Excess savings will be retained by the City and will not be allocated to shortfalls in savings in other years.
- v. Identify a package of demand side strategies and other cost saving measures, which if implemented and as meeting terms of this RFQ, will provide the City payments of all costs and fees associated with the guaranteed energy savings contract. The City shall have no payment obligations in the event the Company cannot identify a project that meets these requirements.
- vi. Provide a fixed price guaranteed energy savings contract. Any fee for the IGEA and preparation of the project proposal shall be incorporated into the project costs in the guaranteed energy savings contract funding.
- vii. Ensure the work performed under the contract is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 981, as amended, 43 P.S. Section 165-1 et seq.
- viii. Provide Performance and Payment bonds in the amount of 100% of the total contract amount.

## 1. DESCRIPTION OF PROCUREMENT PROCESS

It is anticipated that the process for the procurement of these energy services will proceed as follows:

- 1) **SUBMISSION OF WRITTEN PROPOSALS** -Firms will be required to submit their qualifications to the City as specified in this RFQ. The City, with third party assistance, will review and evaluate qualifications submitted in accordance with the evaluation criterion specified in Part III of the RFQ.
- 2) **SELECTION OF FIRM**- Through the review of the submitted qualifications the City will select the most qualified Firm to negotiate a contract to proceed to an IGEA.
- 3) **CONTRACT PREPARATION**- The selected Firm will then enter into a contract development phase which will outline all guaranteed savings and the term of the contract(s) based upon the ECMs selected by the District as proposed in the RFQ.
- 4) **NOTICE TO PROCEED**- Upon approval of a contract between the City and the Firm, a "Notice to Proceed" will be issued by the City for any or all supply and demand side strategies contracted for in the process.

## 1. REJECTION OF PROPOSALS

The City reserves the right to reject at any time any and all proposals received or any parts therein, or to negotiate separately with any and all competing Firms.

## 2. INCURRING COSTS

The City is not liable for any cost or expenses incurred by Firms in the preparation of their written responses related to this RFQ. Any cost or expense incurred by Firms in performing any analysis associated with this RFQ shall be borne by the Firm.

### **3. ADDENDA TO THE RFQ**

If it becomes necessary to revise any part of this RFQ, an addendum will be issued to all proposers who request via email to the City of Scranton Purchasing Department to receive the basic RFQ.

### **4. RESPONSE DATE**

One (1) digital copy, (1) original and three (3) copies of Firm proposals must be delivered to the issuing office not later than April 8, 2019 at 10:00 AM. Proposals delivered after that time will not be considered.

### **5. POLICIES**

All submittals shall become the property of the City and will not be returned. Deadline extensions will not be granted. Late or incomplete proposals will not be accepted regardless of the reason and will be returned to the respondent unopened. The City reserves the right to reject any and all submittals on the basis of being unresponsive to these guidelines or for failure to disclose requested information.

#### **1. CONFIDENTIALITY**

To the extent allowed by law, proposals will be held in confidence by the City.

#### **2. RESTRICTION OF CONTACT**

From the issue date of this RFQ until a determination is made regarding the Firm selected, all contact with City personnel concerning this RFQ must be made through email to David Bulzoni at [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). No verbal inquiries will be addressed. Any communication with others affiliated with the City regarding this project is prohibited and may be grounds for disqualification. The Proposal package may be requested from the City of Scranton Purchasing Department, 340 North Washington Avenue, Scranton, PA 18503. Inquiries to obtain the Proposal package may be directed to the Purchasing Department at 570-348-4118 or [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov).

#### **3. PROPOSALS**

To be considered, proposals must be a complete response to the RFQ. Responses are to be straightforward, concise presentations without extraneous material. Original proposal shall contain a signature of an Executive level officer of the Firm.

## **PART II. PROPOSED RFQ SCHEDULE**

The following schedule has been established for this project. The schedule is being provided for reference only and may be subject to change at the City's sole discretion.

Issue Request for Qualifications (RFQ): week of February 11, 2019

Cut-off for Questions related to the RFQ: April 1, 2019

Due Date for Receipt of Qualifications: April 8, 2019 / 10AM

Qualifications Reviewed, Evaluated: April 3 – April 30

Anticipated Selection of Firm: by May 31

## **PART III. EVALUATION CRITERIA**

### **1. Evaluation of Qualifications:**

Qualifications will be evaluated based on the completeness of the information provided in Part IV INFORMATION REQUIRED FROM PROPOSERS. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written qualifications.

#### **Firm Qualifications / Corporate Background**

Please provide the below as it relates to the individuals / team to be assigned to project if successful.

Assigned teams experience

Assigned teams industry qualifications/accreditations

Assigned teams demonstrated importance of safety and safety record

#### **Guaranteed Savings History**

Minimum of (3) Guaranteed Energy projects implemented within Pennsylvania in the past five years of similar size and magnitude, and that are currently under contract by the Firm to perform ongoing measurement and verification services

Qualifications and experience of Company with implementing energy savings plans via contracts in Pennsylvania

Quality and completeness of documentation of achieved energy savings from previous projects

#### **Project Financing**

Demonstrated in-house ability to provide or arrange project financing

Company's experience with energy and utility incentives and grant programs

#### **Project Implementation**

Approach to subcontractor engagement, selection, qualification process and utilization of local contractors

Approach to equipment identification/selection. If the responding firm manufactures equipment explain how the City knows the Firm will maintain an unbiased view to recommend the best equipment for the City

#### **Ongoing Support**

Quality of ongoing measurement and verification services

## PART IV. INFORMATION REQUIRED FROM PROPOSERS

Each Firm shall submit the following information, in four (4) bound copies and one (1) electronic copy, with responses to each item numbered accordingly. Each Firm is required to fully answer all questions in each category listed below. Provide your responses on 8" x 11" sheets of paper and number and title each answer to the corresponding category. Font size should be no smaller than 10 point. All pages in your response should be numbered sequentially. Firms must also include a table of contents which indicates the section and page numbers corresponding to the information included. Do not embellish the proposal with marketing information.

All questions must be addressed by the Firm in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by the District as grounds to find the Firm ineligible. If a question or directive does not pertain to your Firm in any way, please indicate with the symbol N/A.

### Section 1 FIRM Qualifications

Firm Name \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_

Names and Titles of the Two Primary Contact People

\_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Submittal is for:

- ☐ Parent Company (List any Division or Branch Offices to be involved in this project)
- ☐ Division (attach separate list if more than one is to be included)
- ☐ Subsidiary

Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Type of Firm: ☐ Corporation ☐ Partnership ☐ Sole Ownership ☐ Joint Venture

Federal Employer Identification Number \_\_\_\_\_

Year Firm was Established \_\_\_\_\_

Name and Address of Parent Company, if applicable

## Section 2 Corporate Background

- a. How many years has your firm been in business under its present business name? \_\_\_\_\_
- b. How many years has your firm developed, installed and guaranteed energy conservation projects?  
\_\_\_\_\_
- c. Certify that your company does not owe the City of Scranton or Commonwealth of PA any taxes.
- d. Provide a letter from Corporate Safety Director listing Company's EMR (Experience Modification Rate) and IR (OSHA Incident Rate.) Provide a brief explanation if EMR is above 1.0.
- e. Certify that your company is not currently under suspension or debarment by the Commonwealth of PA, or the federal government.
- f. Indicate your firm's current annual gross revenues.
- g. Indicate whether your firm is pre-qualified by the US DOE & DOD for energy services and provide documentation to this fact. Preference will be given to those firms who meet this requirement.
- h. Please enclose banking references including financial institution, address, contact person, telephone number.
- i. Provide a statement of financial soundness and stability to preform this project.
- j. Enclose bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability.

## Section 3 Executive Summary

Please provide a summary of the scope of services that your company plans to provide should you be selected as the Firm for this project. The Executive Summary shall be limited to three (3) pages. Please highlight any unique services your firm can offer as part of this project.

## Section 4 Guaranteed Energy Savings Project History and Client References

Include at least two (3) Pennsylvania projects currently in repayment and currently under contract with your firm where your firm holds the savings guarantee. For each of these projects, provide the following data:

- a. Customer name and address
- b. Customer contact name and phone number
- c. Project size and value
- d. Contract terms (length of guarantee)
- e. Guarantee start date
- f. List of improvements
- g. For each project show baseline consumption, projected annual savings and savings achieved for each year during the performance assurance period.

## Section 6 Project Financing

Describe your firm's preferred approach to providing or arranging financing for this project. Please describe how your firm assists in facilitating financing and provide a detailed analysis of financing options prepared by your firm for a similar project.

Describe Company's experience with energy and utility incentives and grant programs that may be applicable to this project.

## Section 7 Project Implementation

Describe Company's equipment selection approach for this project. If the responding firm manufactures equipment explain how the City knows the firm will maintain an unbiased view to recommend the best equipment for the City.

Describe Company's sub-contractor engagement, selection and approval process.

## Section 8 Ongoing Support

Describe Company's approach to ensuring ongoing performance of the energy savings strategy.

## Section 9 Insurance Requirements

The auditor shall assume the defense of and indemnity and hold harmless the City of Scranton, its officers, agents, and employees from and against any and all claims, demands, actions, suits, and proceedings by others and against all liability, both negligent and non-negligent, arising directly out of the actions of the firm/proposer in their performance of this contract.

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<br>\$1,000,000 aggregate                            |
| Comprehensive General Liability (including<br>Blanket Contractual Liability Insurance) |   |
| Bodily Injury  | \$1,000,000 each person<br>\$1,000,000 each occurrence<br>\$1,000,000 aggregate |
| Property Damage  | \$500,000 each occurrence   |
| Personal Injury  | \$500,000   |
| Comprehensive Automobile Liability   |   |
| Bodily Injury  | \$300,000 each person<br>\$500,000 each occurrence                              |
| Property Damage  | \$500,000 each occurrence   |

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

## Section 10 Miscellaneous

### 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 proposers economic capability.



## TRANSFERS AND ASSIGNMENTS

1. 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.
2. 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.

## ATTACHMENTS

### DATA SUBMISSION DOCUMENTS

#### 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.

THIS PROPOSAL, WHICH INCLUDES ATTACHMENTS A, B, C AND D

MUST BE RECEIVED IN THE

OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN

10:00 a.m. April 8, 2019

TO THE ATTENTION OF:

Roseann Novembrino

City Controller

City of Scranton

340 North Washington Avenue

2<sup>nd</sup> Floor

Scranton, PA 18504

NAME OF FIRM: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



# Request for Qualifications Response for Energy Services Company

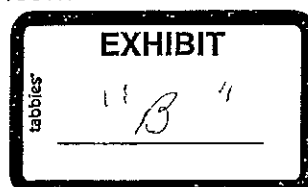
Prepared for:  
City of Scranton  
Office of the City Controller  
4<sup>th</sup> Floor, City Hall  
340 North Washington Avenue  
Scranton, PA 18503

April 8, 2019

Submitted by:



4101 North Sixth Street, Harrisburg, PA 17110  
Mark Gallick, Account Executive  
(717) 574-6539 (phone)  
(717) 236-5239 (fax)  
markgallick@mcclureco.com





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## Section 1: Firm Qualifications

1. **Firm Name:**

McClure Company

McClure Company is a wholly owned subsidiary of MB Mechanicals Holdings, LLC.

2. **Business Address:**

4101 North Sixth 6<sup>th</sup> Street

Harrisburg, PA 17105

3. **Names & Titles of the Two Primary Contact People:**

a. Mark J. Gallick – Account Executive

[markgallick@mcclureco.com](mailto:markgallick@mcclureco.com)

(717) 574-6539

b. Shayne Homan – Vice President of Energy Services

[shaynehoan@mcclureco.com](mailto:shaynehoan@mcclureco.com)

(717) 232-9743

4. **Submittal is for:**

o Parent Company (List and Division or Branch Offices to be involved in this project)

o Division (attach separate list if more than one is to be included)

• Subsidiary

McClure Company

4101 North 6<sup>th</sup> Street

Harrisburg, PA 17105

5. **Date Prepared:**

April 8, 2019

6. **Type of Firm**

• Corporation

o Partnership

o Sole Ownership

o Joint Venture

7. **Federal Employer Identification Number:**

EIN: 23-1420865

8. **Year Firm was Established:**

McClure Company has worked in areas directly impacting building energy consumption since its inception in 1953 (66 years). McClure Company has offered Energy Performance Contracting Services since 1998 (21 years).

9. **Name and Address of Parent Company, if applicable:**

MB Mechanicals Holdings, LLC

4101 North 6<sup>th</sup> Street

Harrisburg, PA 17105





## Section 2: Corporate Background

- a. **How many years has your firm been in business under its present business name?**

McClure Company has worked in areas directly impacting building energy consumption since its inception in 1953 (66 years).

- b. **How many years has your firm developed, installed and guaranteed energy conservation projects?**

McClure Company has offered Energy Performance Contracting Services since 1998 (21 years).

- c. **Certify that your company does not owe the City of Scranton or Commonwealth of PA any taxes.**

McClure Company certifies that they, MB Mechanicals Holdings, LLC, and other subsidiaries of MB Mechanicals Holdings, LLC do not owe taxes to the City of Scranton or the Commonwealth of PA.

- d. **Provide a letter from your Corporate Safety Director listing your Company's EMR (Experience Modification Rate) and IR (OSHA Incident Rate). Provide a brief explanation if EMR is above 1.0.**

Our EMR is .792 and our TRIR (IR) is 2.87. A letter from our Safety Manager is included in Appendix A.

- e. **Certify that your company is not currently under suspension or debarment by the Commonwealth of PA, or the federal government.**

McClure Company certifies that they, MB Mechanical Holdings, LLC, and other subsidiaries of MB Mechanical Holdings, LLC are not under suspension or debarment by the Commonwealth of PA, or the federal government.

- f. **Indicate your firm's current annual gross revenue.**

| Year | Corporate Revenue | ESCO Revenue  | No. ESCO Projects |
|------|-------------------|---------------|-------------------|
| 2018 | \$194 Million     | \$104 Million | 25 Projects       |
| 2017 | \$114 Million     | \$55 Million  | 20 Projects       |
| 2016 | \$115 Million     | \$49 Million  | 14 Projects       |

- g. **Indicate whether your firm is pre-qualified by the US DOE & DOD for energy services and provide documentation to this fact. Preference will be given to those firms who meet this requirement.**

McClure Company is pre-qualified with the US DOE & DOD. The list of firms that are prequalified can be found at [https://www.energy.gov/sites/prod/files/2019/03/f61/doe\\_q1.pdf](https://www.energy.gov/sites/prod/files/2019/03/f61/doe_q1.pdf). A hard copy of our listing is also provided in Appendix B.

- h. **Please enclose banking references including financial institutions, address, contact person, telephone number.**

Mid Penn Bank  
Ms. Heather Hall  
2148 Market Street  
Camp Hill, PA 17011  
(717) 985-1719

- i. **Provide a statement of financial soundness and stability to perform this project.**

Bond Letter is included in Appendix C.



- j. **Enclose bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability.**

Bonding Agent: Rob Striewig  
Striewig Bonding  
430 North Front Street  
Wormleysburg, PA 17043  
(717) 737-1947

Bonding Company: Arch Insurance Company  
Three Parkway  
1601 Cherry Street  
Philadelphia, PA 19102

Bonding Capacity: \$40 Million Per Job  
\$150 Million Aggregate







### Section 3: Executive Summary

McClure Company appreciates the opportunity to provide our qualifications for a guaranteed energy savings program. Below are the factors that illustrate why McClure Company is an ideal candidate for the Energy Savings project at the City of Scranton.

McClure Company is the only locally qualified ESCO with the ability to self-perform mechanical construction and emergency services work. This has proven to be a substantial benefit in the way of cost savings (1 less layer of markup) on mechanical intensive projects. Our Project Managers and field supervisors can effectively deliver complex projects on time and in a short time period.

Since 1996, we have executed over \$130,000,000 in guaranteed energy services contracts. Over 95% of these projects are located within 150 miles or less of your City. Also, within the past three (3) years, McClure company has helped our GESA customers secure approximately \$4.0M in grants, low interest loans and utility rebates.

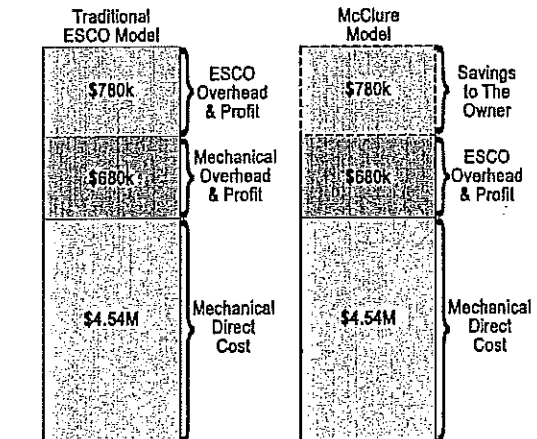
#### *Challenges and Opportunities*

We understand the fiscal challenges Government agencies face when attempting to address facility upgrades. Increasing costs coupled with flat or reduced tax revenues have dramatically reduced Government agencies ability to fund needed upgrades. McClure Company has assisted customers experiencing these and similar challenges. Our years of experience in implementing ESCOs make us the provider of choice. Our in-house team of engineers, architects and construction managers take great pride in accepting these challenges and strive to develop solutions that help our clients to do more with less.

#### *Cost Advantage*

Mechanical design and construction are typically the single most dominant cost factor of any guaranteed energy savings project. Our unique ability to self-perform mechanical construction eliminates the need to subcontract this work resulting in one less layer of markup. When compared to other ESCOs serving solely as construction managers, self-performing mechanical construction has proven to provide a significant cost savings to the City. For this reason, McClure Company is able to incorporate a larger scope of work without increasing costs.

McClure Company offers transparent pricing strategies including **open book pricing**. McClure will provide a guaranteed maximum price with cost plus pricing. Included would be fixed-fee markups and maximum overhead and profit percentages.



#### *McClure Hybrid Approach*

McClure Company has extensive experience with Hybrid Projects. These projects use the Guaranteed Energy Services Agreement (GESA) Model and include targeted renovations. It has been shown as an efficient, cost effective method for public entities to target the most impactful upgrades and still leverage the energy savings and control of quality for the project.

McClure Company's business model allowed the City to invest more of their budget into the architectural aspects of the project. As the only ESCO that self performs the mechanical systems installations, we are in the unique position to reduce layers of mark-up and by extension, costs to the City.



### *Change Orders*

The pricing and savings that is provided within the GESA contract with McClure Company is final. Because we are a truly integrated design/build ESCO, our projects contain no risk to the City. The only situation that would generate a change order would be a customer requested change to the scope of the project after the contract is executed.

### *NAESCO*

In addition to having a strong local presence and reputation, we are accredited with the National Association of Energy Services Companies (NAESCO). These qualifications require extensive project history review and customer reference interviews to ensure company performance prior to receiving accreditation.

### *Complimentary Investment Grade Audit*

McClure will provide an investment grade audit which shall include a measurement & verification plan, sample periodic savings report and final proposal with a financial model showing all costs, expected guaranteed savings and annual cash flow to the City at no cost.

### *Alternative Funding Sources*

In the past 3 years, McClure Company has helped our GESA customers secure approximately \$3.5M in grants, low interest loans, and utility rebates to help subsidize renewable technology installations such as geothermal, biomass boilers, solar photovoltaic and solar thermal heating systems.

### *Brand Non-Specific*

We do not represent any types of major equipment or proprietary controls systems. We work with you to select the best equipment, controls, products and systems for your City.

### *Bid Procurement Experience*

McClure Company has the ability to utilize this legislation to maximize savings for our clients rather than going through the traditional "lowest responsible bidder" procurement method, the City has the option of implementing energy related upgrades through a Guaranteed Energy Savings Agreement (GESA). The dominant energy upgrades specific to this renovation is replacement of the existing HVAC system. The City will reap the following benefits by incorporating the HVAC upgrades through a Guaranteed Energy Savings Agreement:

- **Guaranteed Energy Savings** - The City's investment in the new system will be validated based on actual energy consumption.
- **Removed Budget Variables with Fixed Cost** - Upon completion of the final system selection and analysis, we will deliver fixed hard and soft costs associated with the system. This is possible through the Integrated Project Delivery method where all major stakeholders (engineer, contractors, subcontractors, estimators, Architect and City) are able to openly and effectively communicate upfront. This enables "unknowns" to be identified upfront and not subjected to multiple change orders.
- **High Quality Installation** - McClure Company is a highly reputable mechanical engineering and contracting firm and will be the single source of responsibility for all aspects of the new system; initial specifications, procurement, installation, commissioning, measurement and verification.
- **City of Scranton Control** - A Guaranteed Energy Savings Agreement is a performance based contract, therefore not subjected to the typical "lowest responsible bidder" procurement method. Collectively, the City, and McClure Company can determine and specify the exact equipment and building automation systems to be utilized for the project.

### *Support after the Project*

McClure Company has 24/7 routine and emergency service offices located throughout Pennsylvania. This provides us with the ability to respond quickly before, during and after the project completion giving our customers a true one-point contact.



*On-Going Training Program*

McClure Company will provide an on-going annual training program, which can be used to provide training to new employees or aid the maintenance staff to resolve on-going issues.

*Best Value Approach*

McClure Company's approach to performance contracting delivers the best value for City of Scranton's investment. Our best value approaches include but are not limited to:

- **No Premium for the ESCO Process.** Our margins are in line with traditional construction industry standards. Increased project costs are a result of improved performance, quality equipment and efficient operation, not higher profit margins.
- **Open Book Pricing.** We are happy to provide a guaranteed maximum price with cost plus pricing. Included would be fixed-fee markups and maximum overhead and profit percentages.
- **Single-Point Accountability.** McClure Company is solely responsible for the entire project from the design through measurement & verification. Our process enables the Project Manager to maintain decision making authority throughout the project.

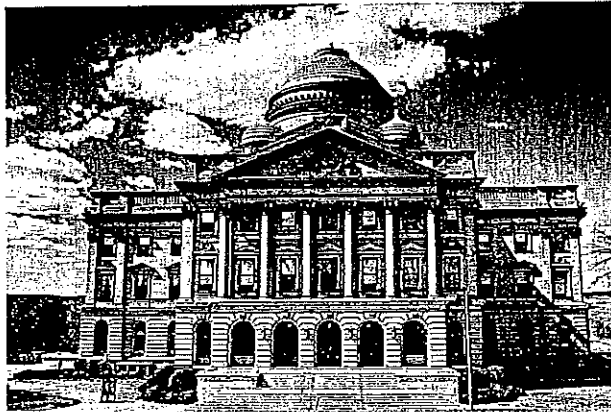
*Our Commitment to the City of Scranton*

McClure Company is committed to provide our Nineteen (19) year ESCO expertise to help the City of Scranton navigate their energy savings contract. Our goal is to be responsive and provide solutions that embody the vision and goals of the City.



## Section 4: Guaranteed Energy Savings Project History and Client References

### Luzerne County Wilkes-Barre, PA



#### Primary ECMs:

County Wide Lighting  
Upgrades

County Wide Building  
Envelope Upgrades

County Wide Mechanical  
System Insulation Upgrades

Building Re-Commissioning

Prison Plumbing Upgrades

County Wide Plumbing  
Upgrades

Courthouse Boiler Upgrades

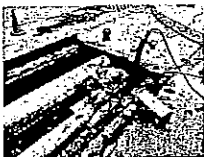
Central Steam Plan  
Upgrades

Prison Domestic Hot Water  
System Upgrades

## Annual Savings: \$394,677

|                                  |  |
|----------------------------------|--|
| Project Owner Name and Location  | Luzerne County<br>200 North River Street, Wilkes-Barre, PA 18711   |
| Project Cost                     | \$7,908,111  |
| Date Started                     | November, 2017   |
| Date Completed                   | June, 2018   |
| Contract Start & End Dates       | November 2017 to June 2019   |
| Annual Operational Savings, Type | \$418,600, Equipment and Maintenance Savings   |
| Method of Savings, M&V           | IPMVP Option A, B, C & D   |
| Project References               | Mr. David Pedri, County Manager<br>Telephone Number: (570) 825-1635<br>Email: county.manager@luzernecounty.org |

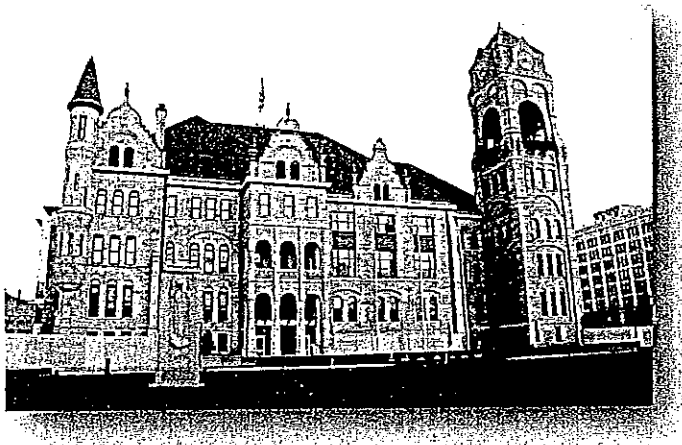
#### ESCO Project Team



Shayne Homan, PE, CEM – Vice President  
Brian Moore, LEED GA – Engineering Manager  
John Gunning, PE, LEED GA – Engineering  
Chris Stultz, PE, CEM – Sr. Energy Engineer  
Bill Smith – Measurement and Verification

# Lackawanna County

## Scranton, PA



### Primary ECMs:

County Wide Lighting  
Upgrades

County Wide Building  
Envelope Upgrades

Prison Combine Heat and  
Power / Emergency  
Generator

Prison Kitchen Hood  
Controls / Refrigeration  
Upgrade

Prison Plumbing Upgrades

Prison Steam and Hot Water  
Conversion

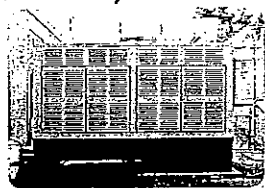
Prison Cell Cable / Power &  
Other Upgrades

Courthouse Re-Commission

## Annual Savings: \$705,070

|   |   |
|---|---|
| <b>Project Owner Name and Location</b>  | Lackawanna County<br>200 Adams Avenue<br>Scranton, PA 18503           |
| <b>Contract Type</b>                    | GESA  |
| <b>Project Size</b>                     | 328,149 Square Feet   |
| <b>Project Cost</b>                     | \$7,476,933   |
| <b>Date Started</b>                     | July 2014   |
| <b>Date Completed</b>                   | December 2014   |
| <b>Contract Start &amp; End Dates</b>   | July 2014 – July 2033   |
| <b>Annual Operational Savings, Type</b> | \$403,555, Equipment and Maintenance Savings                          |
| <b>Method of Savings, M&amp;V</b>       | IPMVP Option A, B & C   |
| <b>Project References</b>               | Tom Durkin<br>Chief Financial Officer<br>durkint@lackawannacounty.org |

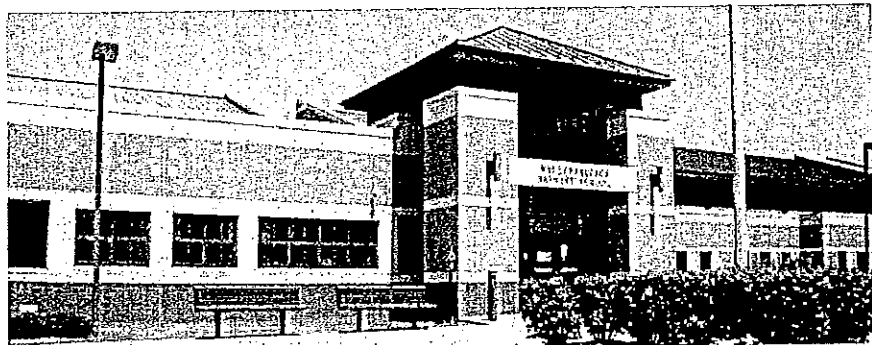
### ESCO Project Team



Shayne Homan, PE, CEM – Vice President  
Michael Grochalski, CEM, – Energy Engineer  
Dean Badorf – Construction Management  
Bill Smith – Measurement and Verification

# Wallenpaupack Area School District

## Hawley, PA



### Primary ECMs:

Middle School Roofing  
Upgrades

District Wide Lighting

Building Envelope Upgrades

High School HVAC  
Geothermal Conversion

Middle School HVAC  
Geothermal Conversion

North Intermediate HVAC  
Geothermal Conversion

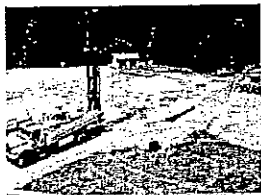
North Primary HVAC  
Geothermal Conversion

South Elementary School  
Boiler Burner Upgrades

## Annual Savings: \$605,305

|                                  |  |
|----------------------------------|--|
| Project Owner Name and Location  | Wallenpaupack Area School District<br>2552 Route 6, Hawley, PA 18428                                 |
| Project Cost                     | \$12,018,012   |
| Date Started                     | June 11, 2012  |
| Date Completed                   | October 31, 2012   |
| Contract Start & End Dates       | May 14, 2012 to May 14, 2027   |
| Annual Operational Savings, Type | \$193,012, Equipment and Maintenance Savings   |
| Method of Savings, M&V           | IPMVP Option A, B, C & D   |
| Project References               | Mr. Michael Silsby, Superintendent<br>Telephone Number: (570) 226-4557<br>Fax Number: (570) 226-0638 |

### ESCO Project Team



Shayne Homan, PE, CEM – Vice President  
Brian Moore, LEED GA – Engineering Manager  
John Gunning, PE, LEED GA – Engineering  
Chris Stultz, PE, CEM – Sr. Energy Engineer  
Bill Smith – Measurement and Verification

# Northampton County

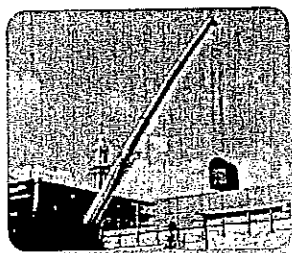
## Easton, PA



**Annual Savings: \$1,625,000**

|                                  |   |
|----------------------------------|---|
| Project Owner Name and Location  | Northampton County<br>669 Washington Street<br>Easton, PA 18042   |
| Contract Type                    | GESA  |
| Project Size                     | 328,149 Square Feet   |
| Project Cost                     | \$19,089,413  |
| Date Started                     | June 1, 2010  |
| Date Completed                   | October 31, 2012  |
| Contract Start & End Dates       | February 25, 2011 to June 1, 2026   |
| Annual Operational Savings, Type | \$81,866, Equipment and Maintenance Savings   |
| Method of Savings, M&V           | IPMVP Option A, & C   |
| Project References               | Mr. Scott Parsons, Deputy Directory<br>Telephone Number: (610) 829-6396<br>Sparsons@northamptoncounty.org |

### ESCO Project Team



Shayne Homan, PE, CEM – Vice President  
Brian Moore, LEED GA – Engineering Manager  
John Gunning, PE, LEED GA – Engineering  
Chris Stultz, PE, CEM – Sr. Energy Engineer  
Bill Smith – Measurement and Verification



### Primary ECMs:

County Wide Lighting  
Steam Trap Upgrade  
RTU Replacements  
Boiler Replacements  
Prison BAS  
Window Replacements  
Plumbing Upgrades  
Chiller Replacements  
Roof Replacement  
Electrical Upgrade  
HVAC System Upgrade  
Sewer Line Installation



## Centre County

Bellefonte, PA



### Primary ECMs:

County Wide LED Lighting Upgrades

County Wide Building Envelope Upgrades

Courthouse HVAC & Controls Upgrades

Prison Cooling Tower

Prison DWH & Kitchen RTU Replacement

County Office MUA Unit & Fluid Cooler Upgrades

County Office Boiler Plant & Controls Upgrade

Sheriff's Office Heating & Controls Upgrade

Sheriff's Office Roof Replacement

Sheriff's Office Window Replacement

Sheriff's Office Interior Repairs

Prison Solar System

## Projected Annual Savings: \$506,057

|                                  |  |
|----------------------------------|--|
| Project Owner Name and Location  | Centre County<br>420 Holmes Street, Bellefonte, PA 16823-1488  |
| Contract Type                    | GESA   |
| Project Size                     | 237,924 Square Feet  |
| Project Cost                     | \$5,425,347  |
| Date Started                     | DEVELOPMENT PHASE  |
| Date Completed                   |  |
| Contract Start & End Dates       | Summer 2018  |
| Annual Operational Savings, Type | \$4,380 Maintenance Savings  |
| Utility, O&M Savings Escalation  | 3%   |
| Method of Savings, M&V           | IPMVP Option A & C   |
| Project References               | Mr. Robert Jacobs, Director<br>Centre County Planning & Community Development<br>(814) 355-6791<br>rbjacobs@centrecountypa.gov |
| ESCO Project Team                | Shayne Homan, PE – Vie President<br>Brian Moore, LEED GA – Engineering Manager<br>Chris Stultz, PE, CEM – Sr. Energy Engineer  |



## West Perry School District

Elliottsburg, PA



### Primary ECMs:

District Wide Lighting Upgrade

District Wide Building Envelope Upgrade

ADA Upgrades

HVAC Upgrades

Administration Suite Renovation

Art Suite Renovation

Secure Entrance Upgrade

Bathroom Renovations

Gym Upgrades

Window & Roof Upgrades

Sidewalk & Paving Replacement

Site Drainage Upgrades

Playground Upgrades

Flooring Replacement

Painting

Well System Upgrades

Brick Repointing and Caulking

Clock System Upgrades

## Annual Savings: \$438,643

|                                  |   |
|----------------------------------|---|
| Project Owner Name and Location  | West Perry School District<br>2606 Shermans Valley Road, Elliottsburg, PA 17024               |
| Contract Type                    | Guaranteed Energy Services Agreement (GESA)   |
| Project Size                     | 456,928 Square Feet   |
| Project Cost                     | \$8,772,859   |
| Date Started                     | May 2018  |
| Date Completed                   | October 2018  |
| Contract Start & End Dates       | June 2018 to May 2038   |
| Annual Operational Savings, Type | \$148,567 Equipment and Maintenance Savings   |
| Method of Savings, M&V           | IPMVP Option A & B  |
| Project References               | Mr. Christopher Rahn, HS Principal<br>Telephone Number: (717) 789-3931<br>crahn@westperry.org |

### ESCO Project Team



Mark Gallick – Account Manager  
Shayne Homan, PE, CEM – Vice President  
Brian Moore, LEED GA – Engineering Manager  
Christopher Stultz, PE – Sr. Energy Engineering



## Section 5: Project Personnel Resumes (addition to the original RFP)

### Mark Gallick

*Account Executive*

#### Job Responsibilities

Primary contact responsible for engineering, design and coordination tasks for successful project completion.

#### Educational Background

Bachelor of Science, Mechanical Engineering Technology, The Pennsylvania State University

#### Previous Employment

Johnson Controls, Business Development, New Cumberland, PA, 17 Years

#### Professional Affiliations/Publications/Technical Training

- Harrisburg Area Community College (HACC) HVAC Advisory Board
- Association of Independent Colleges And Universities of Pennsylvania (AICUP)
- American Society for Healthcare Engineering (ASHE)
- APPA – Leadership in Educational Facilities (formerly known as the Association of Physical Plant Administrators)

#### Recent Projects

| Project                                    | Type       | Year    | Cost     | Role            |
|--|------------|---------|----------|-----------------|
| Conewago Valley SD, New Oxford, PA         | K-12       | 2018    | \$12.8 M | Account Manager |
| Riverside SD, Taylor, PA                   | K-12       | 2018    | \$2.9 M  | Account Manager |
| West Perry SD, Ellittsburg, PA             | K-12       | 2018    | \$8.5 M  | Account Manager |
| Athens Area SD, Athens, PA                 | K-12       | 2017    | \$8.3 M  | Account Manager |
| Elizabethtown Area SD, Elizabethtown, PA   | K-12       | 2017    | \$3.7 M  | Account Manager |
| Southern Tioga SD, Blossburg, PA           | K-12       | 2016    | \$7.5 M  | Account Manager |
| Greencastle-Antrim SD, Chambersburg, PA    | K-12       | 2015-17 | \$16.7 M | Account Manager |
| Lackawanna Trail SD, Factoryville, PA      | K-12       | 2015    | \$4.9 M  | Account Manager |
| Bedford County, Bedford, PA                | Government | 2014    | \$1.7 M  | Account Manager |
| Penn State Hershey Medical Center, Hershey | Healthcare | 2012    | \$2.5 M  | Account Manager |

#### Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Mark acted as the primary conduit between the customer and the project development team. This included identifying customer project goals, financing and final contract terms. As an Account Manager with an engineering background, he is able to help streamline the development process by communicating the project approach to both technical and non-technical decision makers.

#### Project Team – Individual Selection Criteria

Mark was selected as primary point of contact for the State because of his proven record of working with customers.

#### Phases of Involvement

| Project Phase | Energy Audit | Project Development | Construction | Measurement and Verification |
|---------------|--------------|---------------------|--------------|------------------------------|
| Involvement   | ☆            | ☆                   | ☆            | ☆                            |

## Shayne Homan, P.E., CEM, LEED AP

*Vice President Energy Services*

### Job Responsibilities

Responsible for oversight of all energy services departmental activities. Shayne will coordinate the entire pre-construction effort and maintain communication with the engineers and account manager to ensure design, energy calculations, life cycle costs and equipment selections meet the proposed energy solutions.

### Educational Background

Bachelor of Science, Mechanical Engineering Technology, The Pennsylvania State University

### Professional Affiliations/Publications/Technical Training

- Professional Engineer, Pennsylvania
- Certified Energy Manager, Association of Energy Engineers
- Accredited Professional, Leadership In Energy and Environmental Design (LEED), USGBC

### Recent Projects

| Project                                      | Type       | Year    | Cost     | Role            |
|--|------------|---------|----------|-----------------|
| Delaware County Intermediate Unit, Aston, PA | Commercial | 2017-18 | \$17.8 M | Director        |
| Pine Grove Area SD, Pine Grove, PA           | K-12       | 2017    | \$3.4 M  | Director        |
| West Shore SD, Redland, PA                   | K-12       | 2016-18 | \$11.4 M | Director        |
| Lehigh SD, Lehigh, PA                        | K-12       | 2016    | \$7.7 M  | Director        |
| Salisbury SD, Allentown, PA                  | K-12       | 2013-16 | \$5.8 M  | Director        |
| Northwestern Lehigh SD, New Tripoli, PA      | K-12       | 2015    | \$3.9 M  | Director        |
| Harrisburg SD, Harrisburg, PA                | K-12       | 2015    | \$5 M    | Director        |
| Northern York SD, Dillsburg, PA              | K-12       | 2015    | \$3.9 M  | Director        |
| Moon Area SD, Moon Township, PA              | K-12       | 2015    | \$4.3 M  | Director        |
| Minersville Area SD, Minersville, PA         | K-12       | 2014    | \$7.1 M  | Director        |
| Williamsport Area SD, Williamsport, PA       | K-12       | 2014    | \$9.1 M  | Director        |
| Susquehanna Twp SD, Harrisburg, PA           | K-12       | 2014    | \$7.8 M  | Director        |
| Danville Area SD, Danville, PA               | K-12       | 2014    | \$6.2 M  | Director        |
| York County, York, PA                        | Gov't      | 2010-16 | \$9.5 M  | Account Manager |

### Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Shayne coordinated the entire pre-construction effort and maintained communication with the engineers and account manager to ensure design, energy calculations, life cycle costs and equipment selections met the proposed energy solutions.

### Project Team – Individual Selection Criteria

Shayne was selected for the project team to successfully oversee the day to day operations of project staff.

### Phases of Involvement

| Project Phase | Energy Audit | Project Development | Construction | Measurement and Verification |
|---------------|--------------|---------------------|--------------|------------------------------|
| Involvement   | ☆            | ☆                   | ☆            | ☆                            |

## Brian Moore, LEED GA, CIPE

*Engineering Operations Manager*

### Job Responsibilities

Responsible for the day to day management of our engineering efforts

### Educational Background

Mechanical Design Technology Degree, Thompson Institute

### Previous Employment

Gatter and Diehl, Inc., Senior Designer/Project Manager, Mechanicsburg, PA, 16 Years

### Professional Affiliations/Publications/Technical Training

- LEED Green Associate, Leadership In Energy and Environmental Design (LEED), USGBC
- Certified in Plumbing Engineering (CIPE), American Society of Plumbing Engineers (SAPE)

### Recent Projects

| Project                                      | Type       | Year    | Cost     | Role            |
|--|------------|---------|----------|-----------------|
| Northern Lehigh SD, Slatington, PA           | K-12       | 2018    | \$10.7 M | Senior Engineer |
| Mifflin County SD, Lewistown, PA             | K-12       | 2018    | \$8.8 M  | Senior Engineer |
| Conewago Valley SD, New Oxford, PA           | K-12       | 2018    | \$12.9 M | Senior Engineer |
| Penns Manor Area SD, Clymer, PA              | K-12       | 2018    | \$7.3 M  | Senior Engineer |
| Luzerne County, Wilkes-Barre, PA             | Government | 2018    | \$4.2 M  | Senior Engineer |
| Delaware County Intermediate Unit, Aston, PA | Commercial | 2017-18 | \$17.8 M | Senior Engineer |
| Central York SD, York, PA                    | K-12       | 2017    | \$5.6 M  | Senior Engineer |
| Annville-Cleona SD, Annville, PA             | K-12       | 2017    | \$5 M    | Senior Engineer |
| Clearfield Area SD, Clearfield, PA           | K-12       | 2017    | \$2.8 M  | Senior Engineer |
| Pine Grove Area SD, Pine Grove, PA           | K-12       | 2017    | \$3.4 M  | Senior Engineer |
| Salisbury SD, Allentown, PA                  | K-12       | 2016    | \$3.3 M  | Senior Engineer |
| Tuscarora SD, Mercersburg, PA                | K-12       | 2016    | \$2.8 M  | Senior Engineer |
| Southern Tioga SD, Blossburg, PA             | K-12       | 2016    | \$7.5 M  | Senior Engineer |
| Lehigh Area SD, Lehigh, PA                   | K-12       | 2016    | \$7.7 M  | Senior Engineer |
| Northwestern Lehigh SD, New Tripoli, PA      | K-12       | 2015    | \$3.9 M  | Senior Engineer |
| Harrisburg SD, Harrisburg, PA                | K-12       | 2015    | \$5 M    | Senior Engineer |
| Lackawanna Trail SD, Factoryville, PA        | K-12       | 2015    | \$4.9 M  | Senior Engineer |

### Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Brian's responsibilities included design assistance, equipment selection and specification verification when submittals are received from equipment suppliers.

### Project Team - Individual Selection Criteria

Brian's ability to improve communication and interaction between engineering and project management make him a great candidate for this job. It is his philosophy that engineering staff stay involved with projects all the way until the project is commissioned which has led to happier clients and better projects.

### Phases of Involvement

| Project Phase | Energy Audit | Project Development | Construction | Measurement and Verification |
|---------------|--------------|---------------------|--------------|------------------------------|
| Involvement   |              | ☆                   | ☆            |                              |

## Christopher Stultz, P.E., CEM

*Manager of Energy Services Project Development*

### Job Responsibilities

Responsible for facility scoping and investment grade audits to identify and qualify technical energy conservation measures.

### Educational Background

Master of Architectural Engineering, Architectural Engineering, The Pennsylvania State University  
Bachelor of Architectural Engineering, Architectural Engineering, The Pennsylvania State University

### Professional Affiliations/Publications/Technical Training

- Professional Engineer, Pennsylvania
- Certified Energy Manager, Association of Energy Engineers
- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

### Recent Projects

| Project                                      | Type       | Year    | Cost     | Role            |
|--|------------|---------|----------|-----------------|
| Kutztown Area SD, Kutztown, PA               | K-12       | 2018    | \$4.2 M  | Energy Engineer |
| Penns Manor Area SD, Clymer, PA              | K-12       | 2018    | \$7.3 M  | Energy Engineer |
| West Perry SD, Shermans Dale, PA             | K-12       | 2018    | \$8.5 M  | Energy Engineer |
| Mifflin County SD, Lewistown, PA             | K-12       | 2018    | \$8.8 M  | Energy Engineer |
| Northern Lehigh SD, Slatington, PA           | K-12       | 2018    | \$10.7 M | Energy Engineer |
| West Shore SD, Redland, PA                   | K-12       | 2016-18 | \$11.4 M | Energy Engineer |
| Delaware County Intermediate Unit, Aston, PA | Commercial | 2017-18 | \$17.8 M | Energy Engineer |
| Luzerne County, Wilkes-Barre, PA             | Government | 2018    | \$4.2 M  | Energy Engineer |
| Elizabethtown Area SD, Elizabethtown, PA     | K-12       | 2017    | \$3.7 M  | Energy Engineer |
| Annaville-Cleona SD, Annville, PA            | K-12       | 2017    | \$5 M    | Energy Engineer |
| Forest Area SD, Marienville, PA              | K-12       | 2017    | \$3.9 M  | Energy Engineer |
| Central York SD, York, PA                    | K-12       | 2017    | \$5.6 M  | Energy Engineer |
| Pine Grove Area SD, Pine Grove, PA           | K-12       | 2017    | \$3.4 M  | Energy Engineer |
| Williams Valley SD, Tower City, PA           | K-12       | 2015    | \$7.4 M  | Energy Engineer |
| Lackawanna Trail SD, Factoryville, PA        | K-12       | 2015    | \$4.9 M  | Energy Engineer |
| Harrisburg SD, Harrisburg, PA                | K-12       | 2015    | \$5 M    | Energy Engineer |
| Lackawanna County, Scranton, PA              | Government | 2015    | \$7.9 M  | Energy Engineer |

### Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Chris performed facility building audits to identify and qualify technical energy conservation measures (ECMs). Along with a benchmarking, the ECMs were developed into an action plan for implementation and coordination with account managers. Chris developed a preliminary design to relate the ECMs to buildable construction projects with budgetary savings, costs, and technical scopes of work.

### Project Team – Individual Selection Criteria

Chris was selected due to his extensive energy development history and experience on working on multiple phased large-scale building projects.

### Phases of Involvement

| Project Phase | Energy Audit | Project Development | Construction | Measurement and Verification |
|---------------|--------------|---------------------|--------------|------------------------------|
| Involvement   | ☆            | ☆                   |              | ☆                            |



## Doug Boswell, P.E., LEED AP

*Project Development Engineer*

### Job Responsibilities

Responsible for oversight of mechanical design estimating and project costs.

### Educational Background

Bachelor's Degree in Architectural Engineering, The Pennsylvania State University – 2008

Master's Degree in Architectural Engineering, The Pennsylvania State University – 2008

### Professional Affiliations/Publications/Technical Training

- Professional Engineer, Pennsylvania and Virginia
- Accredited Professional, Leadership In Energy and Environmental Design (LEED), USGBC
- ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers)

### Recent Projects

| Project                                  | Type       | Year    | Cost     | Role                |
|--|------------|---------|----------|---------------------|
| Smethport Area SD, Smethport, PA         | K-12       | 2018    | \$6 M    | Mechanical Engineer |
| Allegheny-Clarion Valley SD, Foxburg, PA | K-12       | 2018    | \$5.3 M  | Mechanical Engineer |
| Kane Area SD, Kane, PA                   | K-12       | 2018    | \$6.6 M  | Mechanical Engineer |
| Millersburg Area SD, Millersburg, PA     | K-12       | 2018    | \$724K   | Mechanical Engineer |
| Riverside SD, Taylor, PA                 | K-12       | 2018    | \$2.9 M  | Mechanical Engineer |
| Athens Area SD, Athens, PA               | K-12       | 2017    | \$8.3 M  | Mechanical Engineer |
| Clearfield Area SD, Clearfield, PA       | K-12       | 2017    | \$2.8 M  | Mechanical Engineer |
| Pine Grove Area SD, Pine Grove, PA       | K-12       | 2017    | \$3.4 M  | Mechanical Engineer |
| Annville-Cleona SD, Annville, PA         | K-12       | 2017    | \$5 M    | Mechanical Engineer |
| Greencastle-Antrim SD, Chambersburg, PA  | K-12       | 2015-17 | \$16.7 M | Mechanical Engineer |
| Salisbury SD, Allentown, PA              | K-12       | 2016    | \$3.3 M  | Mechanical Engineer |
| Millville Area SD, Millville, PA         | K-12       | 2016    | \$1.3 M  | Mechanical Engineer |
| Greenwood SD, Millerstown, PA            | K-12       | 2016    | \$1.2 M  | Mechanical Engineer |
| Juniata County, Mifflintown, PA          | Government | 2105    | \$350K   | Mechanical Engineer |

### Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Doug was responsible for overseeing all engineering tasks, including load calculations, equipment procurement, and HVAC / Plumbing design. He works with the client and the energy services team to provide mechanical solutions to building systems.

### Project Team - Individual Selection Criteria

With over 7 years of experience in engineering, Doug has designed numerous design build projects. With his extensive experience, engineering knowledge, and estimating expertise, Doug will oversee advanced mechanical project development efforts.

### Phases of Involvement

| Project Phase | Energy Audit | Project Development | Construction | Measurement and Verification |
|---------------|--------------|---------------------|--------------|------------------------------|
| Involvement   |              | ☆                   | ☆            |                              |



## Christina Domanski, P.E., CEM

*Controls Specialist*

### Job Responsibilities

Responsible for coordinating the measurement and verification of the energy conservation measures (ECMs), and accurately recording and analyzing pre-retrofit and post-retrofit energy use.

### Educational Background

Bachelor of Science, Mechanical Engineering Technology, The Pennsylvania State University  
AA in Business Management, Harrisburg Area Community College

### Previous Employment

Automated Logic Corporation, Engineering Supervisor, Harrisburg, PA, 5 Years  
Intercon Automation, Controls Project Engineer, Harrisburg, PA, 5 Years  
Trane, Controls Project Engineer, Harrisburg, 2 Years

### Professional Affiliations/Publications/Technical Training

- Professional Engineer, Pennsylvania
- Certified Energy Manager, Association of Energy Engineers
- Achieving Competitive Excellence (ACE) Associate Level Status

### Recent Projects

| Project                                  | Type | Year | Cost    | Role                |
|--|------|------|---------|---------------------|
| Smethport Area SD, Marienville, PA       | K-12 | 2018 | \$6 M   | Controls Specialist |
| West Perry SD, Elliptsburg, PA           | K-12 | 2018 | \$8.5 M | Controls Specialist |
| Central Columbia SD, Bloomsburg, PA      | K-12 | 2018 | \$500k  | Controls Specialist |
| Centre County, Bellefonte, PA            | Gov  | 2018 | \$5.4 M | Controls Specialist |
| Northern Lehigh SD, Slatington, PA       | K-12 | 2018 | \$10 M  | Controls Specialist |
| Elizabethtown Area SD, Elizabethtown, PA | K-12 | 2017 | \$3.7 M | Controls Specialist |
| Williamsport Area SD, Williamsport, PA   | K-12 | 2016 | \$1.7 M | Controls Specialist |

### Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Christina's responsibilities included energy audits, measurement and verification, comparative energy use, and implementing corrective steps if savings guarantee is not being met.

### Project Team - Individual Selection Criteria

With her building automation systems expertise, coupled with her energy service project background, Christina is a clear choice to be selected for this team.

### Phases of Involvement

| Project Phase | Energy Audit | Project Development | Construction | Measurement and Verification |
|---------------|--------------|---------------------|--------------|------------------------------|
| Involvement   | ☆            | ☆                   | ☆            | ☆                            |

## Richard Skinner, P.E., CEM, CPQ

*Measurement and Verification Specialist*

### Job Responsibilities

Responsible for energy audits, measurement and verification, and comparative energy use.

### Educational Background

Bachelor of Science, Mechanical Engineering, University of Maryland

### Previous Employment

Research Management Consultant, Inc., Project Manager, Washington, DC, 4 years  
Southern Maryland Electric Cooperative, Commercial Energy Analyst, 9 years

### Professional Affiliations/Publications/Technical Training

- Certified Energy Manager & Certified Power Quality Professional, Association of Energy Engineers (AEE)
- Author of 'A Tale of Two Biomass Boilers' article, Journal Energy Engineers Journal, 2012
- Author of 'The Ultimate Three-Legged Stool: Using Energy Efficiency, Fuel Switching , and Renewable Energy' article, Association of Energy Engineers Journal, 2013
- Speaking Engagements/Training Events Leader: USGBC Central PA, Association of Energy Engineers, Biomass Boot Camp, PA Biomass Energy Association, Northeast Biomass Heating Expo

### Recent Projects

| Project                                  | Type | Year    | Cost     | Role           |
|--|------|---------|----------|----------------|
| Kutztown Area SD, Kutztown, PA           | K-12 | 2018    | \$4.2 M  | M&V Specialist |
| West Perry SD, Shermans Dale, PA         | K-12 | 2018    | \$8.5 M  | M&V Specialist |
| Central Columbia Area SD, Bloomsburg, PA | K-12 | 2017-18 | \$1.1 M  | M&V Specialist |
| Selinsgrove Area SD, Selinsgrove, PA     | K-12 | 2014-18 | \$6 M    | M&V Specialist |
| Allegheny-Clarion Valley SD, Foxburg, PA | K-12 | 2018    | \$5.3 M  | M&V Specialist |
| Penns Manor Area SD, Clymer, PA          | K-12 | 2018    | \$7.3 M  | M&V Specialist |
| Bloomsburg Area SD, Bloomsburg, PA       | K-12 | 2018    | \$6 M    | M&V Specialist |
| Kane Area SD, Kane, PA                   | K-12 | 2018    | \$6.6 M  | M&V Specialist |
| Mifflin County SD, Lewistown, PA         | K-12 | 2018    | \$8.8 M  | M&V Specialist |
| Northern Lehigh SD, Slatington, PA       | K-12 | 2018    | \$10.7 M | M&V Specialist |
| West Shore SD, Redland, PA               | K-12 | 2016-18 | \$11.4 M | M&V Specialist |
| Tuscarora SD, Mercersburg, PA            | K-12 | 2016-17 | \$4.5 M  | M&V Specialist |
| Williams Valley SD, Tower City, PA       | K-12 | 2015    | \$7.4 M  | M&V Specialist |
| Southern Tioga SD, Blossburg, PA         | K-12 | 2016    | \$7.5 M  | M&V Specialist |
| Greencastle-Antrim SD, Chambersburg, PA  | K-12 | 2015-16 | \$7.9 M  | M&V Specialist |

### Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Richard performed for energy audits, developed measurement and verification plans, and compared pre-retrofit and post-retrofit energy use.

### Project Team - Individual Selection Criteria

With over 8 years' experience, Richard was selected because of his ability to work with the client and the account manager to provide the technical engineering support for the energy-related issues and energy cost savings.

### Penn State Project - Phases of Involvement

| Project Phase | Energy Audit | Project Development | Construction | Measurement and Verification |
|---------------|--------------|---------------------|--------------|------------------------------|
| Involvement   | ☆            | ☆                   | ☆            | ☆                            |



## Andrew McKenna

*Commissioning Manager*

### Job Responsibilities

Responsible for oversight of project from scope of work development through system commissioning and project close-out.

### Educational Background

European Master Craftsman License in Industrial Automation

### Previous Employment

Bridge Source Management Ltd., Senior Project Manager, Dublin, Ireland, 4 years  
Polytec Pl, Automation Engineer, Tustin, CA, 3.5 years

### Professional Affiliations/Publications/Technical Training

- Registered Site Inspector, National Guild of Master Craftsmen, Ireland
- LABVIEW programmer, California State University – Fullerton, CA
- Telecommunications Technician Level 4 & Electronics Level 2, City & Guilds of London Institute, England
- Hitachi PLC In-Company training, Ireland
- Cylon Building and Plant Controls training, Cylon Headquarters, Ireland
- IRD Mechanalysis Vibration Monitoring & Trend Building and Plant Controls, In-Company training, Intel, Ireland
- State Licensed Electrician, Ireland

### Recent Projects

| Project                                  | Type | Year    | Cost     | Role              |
|--|------|---------|----------|-------------------|
| Kutztown Area SD, Kutztown, PA           | K-12 | 2018    | \$4.2 M  | Commissioning Mgr |
| Selinsgrove Area SD, Selinsgrove, PA     | K-12 | 2014-18 | \$6 M    | Commissioning Mgr |
| Bloomsburg Area SD, Bloomsburg, PA       | K-12 | 2018    | \$6 M    | Commissioning Mgr |
| Conewago Valley SD, New Oxford, PA       | K-12 | 2018    | \$12.8 M | Commissioning Mgr |
| Northern Lehigh SD, Slatington, PA       | K-12 | 2018    | \$10.7 M | Commissioning Mgr |
| Athens Area SD, Athens, PA               | K-12 | 2017    | \$8.3 M  | Commissioning Mgr |
| Central York SD, York, PA                | K-12 | 2017    | \$5.6 M  | Commissioning Mgr |
| Southern Columbia Area SD, Catawissa, PA | K-12 | 2017    | \$4 M    | Commissioning Mgr |
| West Shore SD, Redland, PA               | K-12 | 2016-17 | \$7.1 M  | Commissioning Mgr |
| Pine Grove Area SD, Pine Grove, PA       | K-12 | 2017    | \$3.4 M  | Commissioning Mgr |
| Greencastle-Antrim SD, Chambersburg, PA  | K-12 | 2015-17 | \$16.7 M | Commissioning Mgr |
| Tuscarora SD, Mercersburg, PA            | K-12 | 2016-17 | \$4.5 M  | Commissioning Mgr |
| Southern Tioga SD, Blossburg, PA         | K-12 | 2016    | \$7.5 M  | Commissioning Mgr |
| Lehigh Area SD, Lehigh, PA               | K-12 | 2016    | \$7.7 M  | Commissioning Mgr |

### Specific Individual Role on Recent Energy Services Projects

For the projects listed above, Andrew was involved from the design phase through construction, processing all commissioning, safety and site inspections for close-out.

### Project Team - Individual Selection Criteria

With over 10 years' experience, Andrew has the keen ability to work well with the clients and oversee the commissioning activities with his background in equipment installation and operation of building controls.

### Phases of Involvement

| Project Phase | Energy Audit | Project Development | Construction | Measurement and Verification |
|---------------|--------------|---------------------|--------------|------------------------------|
| Involvement   | ☆            | ☆                   | ☆            | ☆                            |



## Section 6: Project Financing

McClure Company will assist the City of Scranton in facilitating the most beneficial financing mechanism for this project. McClure Company understands that the State may choose to finance all or part of the funds necessary to implement this project through its own sources.

The options listed in this section are for submission purposes only and should not be considered recommendations. For final recommendations, McClure Company will work under the advisement of professionals registered with the Security and Exchange Committee (SEC) and authorized to provide opinions as a Municipal Advisor.

Typical financing structures include:

- Tax Exempt Municipal Lease Purchase Agreements
- Tax Exempt Municipal Bonds - new source, refinancing, wrap around
- Federally Issued Construction Bonds
- Utility Rebates
- Any combination of all of the above

### *Municipal Lease Purchase Agreement (MLPA)*

A MLPA is a financing arrangement to acquire much needed equipment and facilities. A Lessee is defined as: any political subdivision of a state with taxing authority, police powers or power of eminent domain.

Aside from low interest rate and the ability to quickly "close" on the financing, one of the other greatest benefits of a MLPA is the fact it does not affect debt capacity. A non-appropriation clause is included in the lease agreement, which allows the lease/purchase payment to be categorized as "current expense," instead of "long-term" debt.

The payments to the Lessor are divided into principal and interest portions. Since the Lessee is a governmental unit (RSD), the interest portion of the lease payment is considered tax-exempt income for the Lessor. Thus, interest rates are substantially lower than the commercial loan market.

The City of Scranton retains title and ownership of the equipment or project. A first lien is filed to secure the collateral. Then, at the conclusion of the agreement, with payment in full the lien is released.

At the inception of the lease, the Lessor deposits a lump sum for funding of the project in an escrow account at a bank or other financial institution mutually acceptable to both parties. Invoices from McClure Company ("Contractor") are paid as needed upon written authorization from the Lessee.

Payments are set and can be made monthly, quarterly, semiannually, or annually. The term for this project per Act 39 may be a maximum term of 20 years. Payments can be linear or non-linear depending on the budget neutral cash flow of each contract year.

### *Municipal Bonds*

Municipal bonds are an attractive funding source because of their ability to go beyond 15 years and the available low interest rates. The rates are typically lower compared to a MLPA.

Bonds, compared to MLPAs, typically come at the expense of a longer closing period, higher issuance costs and considered long term debt.

Projects with Similar Financing Approach

| Owner                                | Project Type  | Funding Vehicle  | Phases |
|--------------------------------------|---------------|------------------|--------|
| Bald Eagle Area School District      | GESA          | Municipal Bond   | 3      |
| Chichester School District           | GESA / Hybrid | Municipal Bond   | 2      |
| Danville Area School District        | GESA          | Municipal Bond   | 3      |
| Delaware County Intermediate Unit    | GESA / Hybrid | Municipal Bond   | 1      |
| East Lycoming School District        | GESA/Hybrid   | Municipal Bond   | 14     |
| Greencastle Antrim School District   | GESA          | Municipal Bond   | 4      |
| Greenwood School District            | GESA          | Municipal Bond   | 2      |
| Juniata County School District       | GESA          | Municipal Bond   | 3      |
| Mifflin County Area School District  | GESA          | Municipal Bond   | 3      |
| Millville Area School District       | GESA          | Municipal Bond   | 3      |
| Mount Carmel Area School District    | GESA          | Municipal Bond   | 2      |
| Northern York County School District | GESA          | Municipal Bond   | 3      |
| Salisbury Township School District   | GESA          | Municipal Lease* | 2      |
| Tamaqua Area School District         | GESA          | Municipal Lease* | 3      |
| Upper Dauphin Area School District   | GESA          | Municipal Bond   | 2      |
| Waynesboro Area School District      | GESA          | Municipal Bond   | 4      |
| West Branch Area School District     | GESA          | Municipal Bond*  | 2      |
| PA DPW – Selinsgrove Center          | GESA          | Municipal Lease  | 1      |
| PA DPW – White Haven Center          | GESA          | Municipal Lease* | 1      |
| Northampton County Government        | GESA          | Municipal Lease* | 2      |
| Lackawanna County Government         | GESA          | Municipal Lease* | 2      |

\*McClure Company arranged financing on behalf of the Client



## Section 7: Project Implementation

### *Equipment*

McClure Company is not a manufacturer of either equipment or controls. As such, we approach the project from the customer's perspective rather than from a product sales perspective. This allows us to offer the customer a non-specific brand approach to projects and allows selection of equipment and systems that best meets the needs of the City. Our goal is to provide our customers the brands and types of equipment and control systems preferred by the City. If selected, McClure will meet with the City to discuss what brands and types of control systems (and other equipment) should be implemented during Investment Grade Study for the City.

### *Subcontractors*

Some of McClure Company's work outside our internal corporate offerings is often times conducted by outside consultants, architectural/engineering firms, vendors, and other subcontractors. We have long-established relations with our existing subcontractors and a rigorous quality review for new subcontractors. Our preferred partners have worked on countless projects with McClure Company and have been instrumental to operational efficiencies with the depth of experience needed in exceeding expectations.

Our selection of outside partners is typically completed through one of the following three methods:

1. Method 1: Owner Recommendation – Owner recommends a preferred vendor
2. Method 2: Performance Specifications – McClure releases performance specifications for local firms to bid and facilitates a selection process with the owner
3. Method 3: McClure Recommendation – McClure recommends a previous partner who has similar project experience and facilitates a selection process with the owner

McClure Company recognizes the quality of work and benefits derived from the project are a direct reflection of the people devoted to ensuring the project goals are met. This process is an integral component of ensuring the results are met. It is therefore essential to select the right contractor for the right reasons. McClure Company is committed to ensuring that the Owner realizes the maximum economic benefit from the project. We accomplish this through a policy of using local contractors and local people to accomplish the objectives of the projects we develop. The McClure Company subcontracting process involves three critical steps:

- Identify qualified contractors
- Define and clearly communicate requirements to contractor
- Manage contractor performance

Additionally, McClure Company requires potential contractors to supply the following information:

- Their technical capability, including all applicable licenses
- Expertise of in-house staff including resumes of key personnel
- Familiarity with the Owner
- Previously completed jobs including references
- Financial stability to include bonding capacity and bond history
- Legal proceedings pending with contractor and legal history
- Minority Business Enterprise (MBE) or Woman Business Enterprise (WBE) status with the state
- Verification of financial information through outside services, such as Dun & Bradstreet







## Section 8: Ongoing Support

McClure Company offers on-going maintenance, which can either be included in the project or as a separate entity. McClure Mechanical Services is a customer focused Service Company committed to providing a complete range of HVAC maintenance programs including repair, replacement, building automation, temperature control services and support and emergency service.

McClure has four (4) service offices located in Harrisburg, State College, Williamsport and Wilkes-Barre. McClure Company's service fleet includes twenty (20) full time employees and forty-eight (48) service technicians. Our service has special divisions dedicated specifically to boilers and chillers.

McClure Company's service technicians' trades and expertise lie in automatic system controls, boilers, chillers, plumbing, sheet metal, and other heating, ventilation and air-conditioning skills. McClure Company's service department serves industrial, healthcare, government, commercial education and pharmaceutical clients. Corporate resumes of all service technicians, which include education, certifications, and work experience, can be received upon request.

We help clients save money by improving energy efficiency in such areas as lighting, heating and air conditioning, building automation, and thermal envelope systems. We can install modern energy-information systems to improve decision-making. McClure is Brand Non-Specific, meaning that we do not manufacture any equipment. We will work with you to provide the best value products and systems for the City. We have taken competitive proposals on major equipment and automatic temperature controls. These and all subcontractor selections in our pricing reflect best value decisions on behalf of the City, based on the criteria of price, performance, and quality.





## Section 9: Insurance Requirements

| ACORD®  |  | CERTIFICATE OF LIABILITY INSURANCE  |  | DATE (MM/DD/YYYY)<br>5/25/2018 |                         |  |
|---|--|---|--|--------------------------------|-------------------------|--|
| <b>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.</b>  |  |   |  |                                |                         |  |
| <b>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).</b>  |  |   |  |                                |                         |  |
| <b>PRODUCER</b><br>The Graham Company<br>The Graham Building<br>One Penn Square West 25th Floor<br>Philadelphia, PA 19102<br><br>www.grahamco.com   |  | <b>CONTACT</b><br>NAME: Jim Bonner<br>PHONE (A/C No. Ext): 215-701-5284 FAX (A/C No): 215-525-0234<br>E-MAIL: Bonner_Unit@grahamco.com<br>ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #<br>INSURER A: ACE American Insurance Co. 22667<br>INSURER B: XL Specialty Insurance Company 37885<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |                                |                         |  |
| <b>INSURED</b><br>McClure Company<br>P.O. Box 1579<br>4101 North Sixth Street<br>Harrisburg PA 17105  |  |   |  |                                |                         |  |
| <b>COVERAGES</b> <b>CERTIFICATE NUMBER: 42092038</b> <b>REVISION NUMBER:</b>  |  |   |  |                                |                         |  |
| 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 SUBR INSD WVD  | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY)        | POLICY EXP (MM/DD/YYYY) | LIMITS   |
| A   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |   | HDG028114680   | 3/31/2018                      | 3/31/2019               | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$4,000,000<br>PRODUCTS - COM/PROP AGG \$4,000,000<br>\$ |
| A   | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY   |   | CALH0909216A   | 3/31/2018                      | 3/31/2019               | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B   | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |   | US00078756L18A   | 3/31/2018                      | 3/31/2019               | EACH OCCURRENCE \$25,000,000<br>AGGREGATE \$25,000,000<br>\$   |
| A   | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N N/A  | WLRC48580944   | 3/31/2018                      | 3/31/2019               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  |  |   |  |                                |                         |  |
|   |  |   |  |                                |                         |  |
| <b>CERTIFICATE HOLDER</b>   |  |   | <b>CANCELLATION</b>  |                                |                         |  |
| Evidence of Coverage  |  |   | 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<br>William A. Graham IV  |                                |                         |  |



### SCHEDULE OF OTHER POLICIES

DATE ISSUED  
5/25/2018

**NAMED INSURED:**

McClure Company  
P.O. Box 1579  
4101 North Sixth Street  
Harrisburg PA 17105

**CERTIFICATE HOLDER:**

Evidence of Coverage

| OTHER COVERAGE                     | INSURER NAIC#                         | POLICY NO.   | EFF - EXP DATE         | LIMITS   |
|------------------------------------|---------------------------------------|--------------|------------------------|--|
| Contractors Pollution/Professional | Indian Harbor Insurance Company 36940 | CPL744607301 | 5/17/2018 - 3/31/2019  | \$5,000,000 Per Claim                                      |
| Property                           | AGCS Marine Insurance Company 22837   | MXI93076663  | 3/31/2018 to 3/31/2019 | \$1,000,000 Unnamed/Unscheduled Locations                  |
| Contractors Equipment              | AGCS Marine Insurance Company 22837   | MXI93076663  | 3/31/2018 to 3/31/2019 | \$2,000,000 Equipment Leased, Rented, Borrowed From Others |
| Builders Risk/Installation Floater | AGCS Marine Insurance Company 22837   | MXI93076663  | 3/31/2018 to 3/31/2019 | \$10,000,000   |
| Rigger's Liability                 | AGCS Marine Insurance Company 22837   | MXI93076663  | 3/31/2018 to 3/31/2019 | \$1,500,000  |

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SCHEDULE OF OTHER POLICIES



## 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 ensure 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 obligation. 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 purpose 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 id for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually products.

DATE: 4/8/19

McClure Company

(Name of Bidder)

BY 

SHAYNE HOMAN

TITLE Vice President







**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: 4/8/19

McClure Company

(Name of Bidder)

BY 

SHAYNE HOMAN

TITLE Vice President





Attachment C: Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania

COUNTY OF Dauphin

Shayne A. Homan, PE, being first duly sworn, deposed  
and says that:

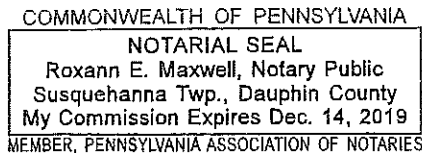
1. He is Vice President  
(Owner, partner, officer, representative or agent)  
  
Of McClure Company, the Bidder that has submitted the bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine 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 the affiant.

Signed

Vice President

(Title)

SHAYNE HOMAN



SUBSCRIBED AND SWORN TO BEFORE ME

THIS 8<sup>th</sup> DAY OF April, 2019

MY COMMISSION EXPIRES





## Attachment D: Disclosures by Firm or Contractor

1. Included in the proposal shall be 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 of discounted value.
5. Regarding the provisions 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 response required in questions one through five may result in disqualification of the proposal.

### VERIFICATION

I, Shayne A. Homan, PE, hereby state that I am Vice President

for McClure Company, and am authorized to make this verification.





4101 North Sixth Street  
P.O. Box 1579  
Harrisburg, PA 17105-1579  
717.232.9743 T • 717.236.5239 F  
[www.mcclureco.com](http://www.mcclureco.com)

April 3, 2019

RE: McClure Company 2018 EMR & TRIR

TO: Whom it may concern,

McClure Company's EMR is .792.

McClure Company's TRIR is 2.87.

Regards,

A handwritten signature in black ink, appearing to read 'Tom Scott'.

Tom Scott, CSP

Safety Manager

(717) 648-0231

[tomscott@mcclureco.com](mailto:tomscott@mcclureco.com)







# DEPARTMENT OF ENERGY'S QUALIFIED LIST OF ENERGY SERVICE COMPANIES

March 2019

|   |   |  |                                    |   |
|---|---|--|------------------------------------|---|
| Honeywell International, Inc.                               | Steven Craig<br>General Manager,<br>Honeywell Federal Energy<br>Solutions | 1280 Kemper Meadow Drive<br>Cincinnati, OH 45240       | P: 513-745-7141<br>F: 888-573-9494 | E-mail: <a href="mailto:steven.craig@honeywell.com">steven.craig@honeywell.com</a><br>Website: <a href="http://www.honeywell.com">www.honeywell.com</a>                       |
| Johnson Controls<br>Government Systems, LLC                 | Stephen Kachmar<br>Senior Director of Sales                               | 2101 Gaither Road<br>Suite 400<br>Rockville, MD 20850  | P: 843-637-0027                    | E-mail: <a href="mailto:stephen.m.kachmar@jcfederal.com">stephen.m.kachmar@jcfederal.com</a><br>Website: <a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a> |
| Juice Technologies, Inc. dba<br>Plug Smart                  | Mark Himmel<br>Director of Project<br>Development                         | 350 E. First Avenue<br>Suite 210<br>Columbus, OH 43215 | P: 614-935-0041<br>F: 800-518-5576 | E-mail: <a href="mailto:mark.himmel@plugsmart.com">mark.himmel@plugsmart.com</a><br>Website: <a href="http://www.plugsmart.com">www.plugsmart.com</a>                         |
| Legatus6  | John McCann<br>President  | 6411 Stratford Road<br>Chevy Chase, MD 20815           | P: 301-351-1979                    | E-mail: <a href="mailto:john.mccann@legatus6.com">john.mccann@legatus6.com</a><br>Website: <a href="http://www.legatus6.com">www.legatus6.com</a>                             |
| Leidos Engineering, LLC                                     | William Steen<br>Senior Program Manager                                   | 1250 N. Pontiac Trail<br>Walled Lake, MI 48390         | P: 248-926-3575<br>F: 248-669-1150 | E-mail: <a href="mailto:william.r.steen@leidos.com">william.r.steen@leidos.com</a><br>Website: <a href="http://energy.leidos.com">energy.leidos.com</a>                       |
| Lockheed Martin<br>Corporation, Federal Energy<br>Solutions | Paul Wenner<br>Program Manager  | 700 King Farm Boulevard<br>Rockville, MD 20850         | P: 571-422-3752<br>F: 301-556-1499 | E-mail: <a href="mailto:paul.wenner@lmco.com">paul.wenner@lmco.com</a><br>Website: <a href="http://www.lockheedmartin.com">www.lockheedmartin.com</a>                         |
| Matrix Energy Services, Inc.                                | Lillie Mozaffari<br>President   | 3221 Ramos Circle<br>Sacramento, CA 95827              | P: 916-363-9283<br>F: 916-368-9389 | E-mail: <a href="mailto:lillie@matixescorp.com">lillie@matixescorp.com</a><br>Website: <a href="http://www.matixescorp.com">www.matixescorp.com</a>                           |
| McClure Company   | Shayne Homan<br>Director of Energy Services                               | 4101 North Sixth Street<br>Harrisburg, PA 17105        | P: 717-232-9743                    | E-mail: <a href="mailto:shaynehoman@mcclureco.com">shaynehoman@mcclureco.com</a><br>Website: <a href="http://www.mcclureco.com/">http://www.mcclureco.com/</a>                |
| M.C. Dean, Inc.   | Mark Tibbets<br>Global Capture Director,<br>FM & Energy Programs          | 1765 Greensboro Station Place<br>Tysons, VA 22102      | P: 678-409-6972<br>F: 703-421-4670 | E-mail: <a href="mailto:mark.tibbets@mcdean.com">mark.tibbets@mcdean.com</a><br>Website: <a href="http://www.mcdean.com">www.mcdean.com</a>                                   |
| McKinstry Essention, LLC                                    | Maria McDaniel<br>Marketing Development<br>Manager                        | 5005 Third Avenue South<br>Seattle, WA 98134           | P: 206-832-8380<br>F: 206-762-2624 | E-mail: <a href="mailto:mariam@mcckinstry.com">mariam@mcckinstry.com</a><br>Website: <a href="http://www.mckinstry.com">www.mckinstry.com</a>                                 |
| McNeil Rhoads, LLC  | Chris McNeil<br>President   | 980 North Biedeman Road<br>Pearl, MS 39208             | P: 601-398-4836                    | E-mail: <a href="mailto:chris@mcneilrhoads.com">chris@mcneilrhoads.com</a><br>Website: <a href="http://www.mcneilrhoads.com">www.mcneilrhoads.com</a>                         |





American Insurance Administrators  
AN ALERA GROUP COMPANY

April 8, 2019

Mr. Thomas F. Brown, Jr.  
McClure Company  
4101 North Sixth Street  
Harrisburg, PA 17105

Re: Surety Bond Program

Chip:

As per your request, we are pleased to review with you the bonding program for your fine company.

We can confirm to your company a working line of surety support of \$40,000,000 per single job and a \$150,000,000 aggregate program based on costs left to complete. Bonds will be provided by Arch Insurance Company, Philadelphia, PA who is rated A+ by AM Best. This program is subject to our usual ongoing underwriting considerations and is designed to facilitate your normal bonding needs. We would promptly consider any program or single project in which your company is interested in pursuing.

As you know, we have been very pleased by the positive feedback we have received from project owners over the years. We have the utmost confidence in you and your company to perform any contract it may wish to undertake in the most commendable manner.

Please let me know if you should have any questions or need additional information.

Very truly yours,

AIA American Insurance Administrators, LLC

Robert N. Striewig, Jr.  
Senior Vice President

*A member of The Insurance Alliance of Central Pennsylvania, Inc.*

4550 Lena Drive • Mechanicsburg, PA 17055 • P: 717-591-8280 • F: 717-591-8193 •  
[www.aiaworld.com](http://www.aiaworld.com)





DEPARTMENT OF LAW

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

June 14, 2019

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

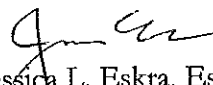
RECEIVED  
JUN 14 2019

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 MCCLURE COMPANY'S ENERGY SERVICES COMPANY  
(ESCO) FOR THE CITY OF SCRANTON TO PROVIDE THE MOST IMPACTFUL  
CITY-WIDE ENERGY SAVINGS STRATEGY TO IMPROVE THE EFFICIENCY OF  
CITY OWNED FACILITIES.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl