

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**July 31, 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 TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD JULY 17, 2019.  
  
[Tax Assessor's Results Report for 7-17-19.pdf](#)
  - 3.B TAX ASSESSOR'S REPORTS FOR HEARING DATES TO BE HELD AUGUST 14 AND AUGUST 21, 2019.  
  
[Tax Assessor's Reports for 8-14-19 & 8-21-19.pdf](#)
  - 3.C AGENDA FOR THE BOARD OF ZONING APPEALS MEETING TO BE HELD AUGUST 14, 2019.  
  
[Zoning Board Meeting Agenda 8-14-19.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 – RESOLUTION NO. 134, 2019 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON POLICE DEPARTMENT AND THE BOROUGH OF DUNMORE POLICE DEPARTMENT TO IMPLEMENT A NEW USE-OF-FORCE TRAINING PROGRAM.

[Resolution-2019 MOU with SPD & Dunmore PD for Use of Force Training Program.pdf](#)

7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 135, 2019 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH TROY & BANKS, INC. FOR THE CITY OF SCRANTON UTILITY AND TELECOMMUNICATIONS AUDIT SERVICES FROM APRIL 30, 2019 THROUGH MARCH 30, 2021.

[Resolution-2019 Contract with Troy & Banks for Utility & Telecomm Audit.pdf](#)

7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 136, 2019 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH HERBERT, ROWLAND & GRUBIC, INC. (HRG) FOR THE CITY OF

SCRANTON STORM WATER PROJECT ENGINEERING SERVICES.

[Resolution-2019 Contract with HRG for Storm Water Project Svcs.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS – FOR ADOPTION – RESOLUTION NO. 137, 2019 – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A TAX-EXEMPT MUNICIPAL LEASE PURCHASE AGREEMENT BETWEEN THE CITY OF SCRANTON AND MANUFACTURERS AND TRADERS TRUST COMPANY (“M & T BANK”) FOR THE LEASE OF 2 NEW FREIGHTLINER/HEIL HIGH COMPACTION REAR LOADER DURAPACK 5000 TRUCKS FOR THE CITY OF SCRANTON DEPARTMENT OF PUBLIC WORKS FOR A TERM OF FIVE (5) YEARS.

[Resolution-2019 Lease Purchase 2 Trucks for DPW.pdf](#)

## 8. ADJOURNMENT

**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	20000
10:20 AM	HOULIHAN PATRICK J & TARA P	NORTH ABINGTON TWP	06902030012	KEVIN SMITH	51000	51000
10:20 AM	SCHEATZLE JOHN R & CANDY B	SCRANTON CITY	1341601003401	KEVIN SMITH	41750	34375
10:20 AM	COOK LAWRENCE D & CAROLYN	SCRANTON	14420030037	KEVIN SMITH	23051	21500
10:20 AM	NANCY B CERESKO REV TRUST ET	MOOSIC	1860101004001	KEVIN SMITH	31500	31500
10:40 AM	SAWKO MICHAEL JR & PATRICIA	CLIFTON TWP	23302110041		19000	19000
10:50 AM	IRELAN VICTOR P JR & WESLEY S	COVINGTON TWP	22002090791		5650	4150
11:00 AM	KEGG BARRY K & FISHER JUDITH	COVINGTON	22701020053		5000	4150
11:10 AM	CHEESMAN JOSHUA CAINE & PARI	DALTON	0690101000101		33500	33500
11:20 AM	CONABOY JAMES & JOETTE LYNN	DUNMORE	1580302013132	JAMES CONABOY	36500	35500
11:30 AM	GRECO JEREMY	SCOTT TWP	06102020010	JEFFREY NEPA	6500	2500
11:40 AM	VENTRE ROSS J II	SPRINGBROOK TWP	2180301000109		63750	41000
11:50 AM	TRACY MICHAEL R & KIERA	ROARING BROOK	1600102000593		74690	62000
12:00 PM	SMOLLY JOHN & DANIELLE	THROOP	1250103004990		45500	27500
12:10 PM	CRAVATH MICHAEL	THROOP	1241603000127		31940	31940
12:20 PM	DUFFY DONALD & M-REGAN P & F	NEWTON TWP	1310301000304		75000	51234
12:40 PM	WOLSKI JOSE Y A & PAUL & YVONN	MADISON TWP	1990201000401	JOSEPH TOCZYDLOWS	10000	2500
12:40 PM	WOLSKI JOSE Y & PAUL-WORMAN Y	MADISON	19902010005	JOSEPH TOCZYDLOWS	5000	2000
12:50 PM	MAGLIOCCHI ROBERT & MARIA	THROOP	1250302000162		69500	38500

TOTAL RECORDS 19

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JUL 22 2019

OFFICE OF CITY COUNCIL/CITY CLERK

02/02 07/19/2019 08:21:19 PM

Melissa Maguire 5709636385

# TAX ASSESSOR'S REPORT

Hearing Date: 08/14/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assesed Value	After Appeal Value
10:00 AM	JEFFERS MICHAEL	SCRANTON	16717040049		15500	
10:10 AM	BIENVENIDA PROPERTY AND RENT	SCRANTON CITY	15660020033	CHRISTOPHER SZEWC	25000	
10:20 AM	LATORE JOSEPH M & PATRICIA A	SCRANTON	13510040020		14000	
10:30 AM	BELARDI RICHARD & CINDY	SCRANTON	14653010020	GLENN CASHURIC	24260	
10:40 AM	SCOTT PATRICK T JR & CATHERIN	SCRANTON	15516030036		15722	
10:50 AM	MOLETSKY MARK J & SHANNON B	SCRANTON	1451501001402	PAUL KELLY	2000	
10:50 AM	MOLETSKY MARK S & SHANNON B	SCRANTON	14514080024	PAUL KELLY	35000	
10:50 AM	LYONS JAMES T	SCRANTON	13412080029	PAUL KELLY	13000	
10:50 AM	LYONS JAMES T	SCRANTON	13412080030	PAUL KELLY	13000	
11:10 AM	GARCIA ELIZABETH M	SCRANTON	15705020002	AMIL MINORA	35000	
11:20 AM	ALSQSTOP REAL ESTATE LLC	DUNMORE	14714030018		47100	
11:30 AM	SREBRO KENNETH P	SCOTT TWP	06211020001		56000	
11:40 AM	JORDAN ANTHONY	ROARING BROOK TWP	18901040015		21000	
11:50 AM	NESTER SHEILA & BUSCEMI LAURIE	COVINGTON TWP	22701020331		5000	
12:00 PM	MCALLISTER JEFFREY & ROCHELLE	SPRINGBROOK TWP	2110402000110		14000	
12:10 PM	TURANO JOSEPH&DAVID&LEININGE	FELL	01504010007	WALTER CASPER	40500	
12:20 PM	CALJEAN ANTHONY	JERMYN	0731204001900		11200	
12:30 PM	T & D ALLIANCE INC	BLAKELY	10302010014	SEAN GALLAGHER	124800	
12:40 PM	ONEILL SEAN PATRICK	DICKSON CITY	11320030014		41250	
12:40 PM	LPO HOLDINGS LLC	DUNMORE	13519010046		24600	
12:55 PM	MANG MICHAEL	CARBONDALE TWP	0550401000201		6000	
1:00 PM	MARTIER REALTY CO LLC	CARBONDALE CITY	05521010023		23000	
1:10 PM	SNYDER CHRISTOPHER J & GAYLE	OLD FORGE	16518020046		36000	
1:20 PM	WALLACE STEVEN J & DAVIS ADAM	JEFFERSON TWP	13802050013		25500	
1:30 PM	YOFFE LUBOV & ELAINE	MADISON TWP	1820201000115		60500	
1:40 PM	BRUNDAGE P J&C- DESANDO F & L	JEFFERSON	14001030007		12500	
1:50 PM	CALI DEAN & CAITLIN	ROARING BROOK TWP	1700101000172		9375	
2:00 PM	SHEN MANUFACTURING COMPANY	BLAKELY	10319LL0002	EDWIN ABRAHAMSEN	707000	

TOTAL RECORDS 28

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JUL 24 2019

OFFICE OF CITY COUNCIL/CITY CLERK

**TAX ASSESSOR'S REPORT**

Hearing Date: 08/21/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
10:00 AM	ARCHIBALD GEORGE E	BLAKELY	1041305000101		13000	
10:10 AM	MUNLEY JASON T & JESSICA D	JESSUP	1041405000112	JOHN PESOTA	30400	
10:10 AM	MUNLEY JASON T& JESSICA D	CARBONDALE CITY	05505030035	JOHN PESOTA	10550	
10:25 AM	ORLANDO JUDITH	GREENFIELD TWP	0141901000801		1500	
10:25 AM	ORLANDO JUDITH	GREENFIELD TWP	01419010008		1500	
10:35 AM	DESTEFANO JOS JR& JILLIAN	OLD FORGE	1750302000554		29800	
10:45 AM	BOTKE WILLIAM T& ERIN E	WAVERLY	0810103000210		48500	
10:55 AM	FENICK MICHAEL J & PAMELA	NEWTON	11004010008		22000	
11:05 AM	CONTE RICHARD PAUL JR	DUNMORE	15801020019	KIMBERLY KOST SCANL	51900	
11:15 AM	ILINA ALISA	CLIFTON	23304130002		28800	
11:25 AM	MILLER CHRISTOPHER J	COVINGTON TWP	2130201000208		40500	
11:35 AM	ZVEREV ANZHELIKA	COVINGTON	22701020293		5400	
11:45 AM	CEBULKO BRIAN M & KELLEHER A	COVINGTON	2050204000103	MARK RUDALAVAGE	42000	
11:55 AM	KAMINSKI ANDREW & JONES LILLIA	MOSCOW	19806030003		20000	
12:05 PM	KRAMER DALE A & LISA M	SCRANTON	16805020014		31000	
12:15 PM	NAPPI PATRICK J & DEBRA G	SCRANTON	1440402000204		19000	
12:25 PM	DREWES THOMAS&FAGE KATHLEE	SCRANTON	1571602000301	JUSTIN SULLA	30000	
12:35 PM	ALTENBURGER RAYMOND E	SCRANTON	1341504000110	JUSTIN SULLA	22000	
12:45 PM	DONOVAN KEVIN P	SCRANTON	14518020053		10000	
12:55 PM	GENELLO STEPHEN H & DENISE	SCRANTON	15706080049		25000	
1:05 PM	MAIN DRAG REALTY LLC	SCRANTON	1465302000101		22151	
1:15 PM	STEVENS WILLIAM J JR&SCHOFIEL	SCRANTON	12320020002		17000	
1:25 PM	SCHOFIELD JOHN T & ANN E	SCRANTON	13509040007	DAVID RINALDI	10000	
1:35 PM	FABRICATORE G&M&G J&COLEMAN	SCRANTON	13416020003		10000	
1:45 PM	SAVINO REALTY LLC	SCRANTON	14518060011		12500	
1:55 PM	ROSIK EUGENE S & MARIE K	DUNMORE	1580302001322		36000	

TOTAL RECORDS 26

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JUL 29 2019

OFFICE OF CITY COUNCIL/CITY CLERK

(02/02) 07/26/2019 08:48:09 PM

Melissa Maguire 5709636385



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JUL 29 2019

DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

OFFICE OF CITY

PENNSYLVANIA

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4173 • FAX: 570-348-4174

**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, AUGUST 14, 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) 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.**
- 3) Martin J. Walsh Seeks Variance to convert 2 unit home into 3 unit home at 934 Woodlawn St. R-1A Zone**
- 4) Raymond Bartolai Seeks Variance to construct parking lot on vacant lot at the corner of Taylor Ave and Vine St. R-1A Zone.**
- 5) Birdhouse Outdoor LLC appeals the decision of the Zoning Officer denying permit for off-premise sign, seeks an interpretation on whether parcel is a legal non-conforming use for the requested off premise sign and in the alternative seeks a special exception for change of one non-conforming use into another and/or an variance for off premise sign at 141 Jefferson Ave, C-D Zone.**
- 6) AASSKK LLC. Seeks a Rear Setback Variance to rebuild non-conforming (setbacks) structure that to meet code requirements had to be razed and reconstructed. Seeks 9' rear setback instead of required 25' at 1012 Oxford St.**

- 7) Mariano Moreno Estevez Seeks Variance to construct parking lot on vacant lot at 524 Alder St. R-2 Zone.
- 8) Madison Jefferson Realty, LLC Seeks Variance to use property as 7 unit apartment building, 544 Jefferson Ave. R-2/O zone.
- 9) Frank T. Wheeler seeks special exception pursuant to Section 806.E.3 to re-use the structure at 520 Madison Ave as a 5 unit apartment building (previous use, Bed and Breakfast) or in the alternative seeks a variance to use property as 5 unit apartment building. R-2 Zone.
- 10) Kenneth & Mary Ellen Lake, Seeking variance for Commercial Indoor Recreation use (batting and throwing practice and baseball coaching) 1000 Blk. Engle Ct. (in the Rear of 1023 Wheeler Ave) R-1A 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.**

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

2019

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON POLICE DEPARTMENT AND THE BOROUGH OF DUNMORE POLICE DEPARTMENT TO IMPLEMENT A NEW USE-OF-FORCE TRAINING PROGRAM.**

WHEREAS, the Dunmore Police Department is requesting \$50,000 in funding to implement a new Use-of-Force Training Program utilizing simulation training, and the City of Scranton Police Department is willing to provide the cash match, approximately in the amount of \$48,160, that is required; and

WHEREAS, the project goals are: (1) utilize technology to target prevention efforts and improve officer performance; and (2) utilize technology to help law enforcement foster a positive relationship with the community they serve. A copy of the complete Project Description is attached hereto as Exhibit "A"; and

WHEREAS, the proposed project aligns with PCCD Goals:

- a. To provide law enforcement with the appropriate and/or necessary tools and equipment to combat crime and gang activity
- b. To provide law enforcement with training opportunities that would assist them in combating and preventing crime

WHEREAS, Dunmore Police Department will be partnering with the Scranton Police Department on this proposal in order to share the benefits that this type of training can provide. In order to target prevention efforts and improve officer performances both departments will utilize technology to develop and implement a new Use-of-Force Training Program.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate city officials are authorized to execute and enter into a Memorandum of Understanding by and between the City of Scranton Police Department and the Borough of Dunmore Police Department to implement a new Use-of-Force Training Program.

**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.

Project Description:

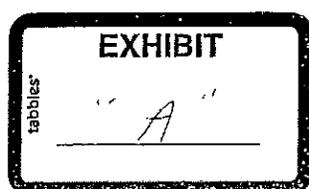
The Dunmore Police Department (DPD) is requesting \$50,000 in funding to implement a new Use-of-Force Training Program utilizing simulation training. The project goals are (1) utilize technology to target prevention efforts and improve officer performance and (2) utilize technology to help law enforcement foster a positive relationship with the community they serve.

The proposed project aligns with PCCD Goals:

- a. To provide law enforcement with the appropriate and/or necessary tools and equipment to combat crime and gang activity
- b. To provide law enforcement with training opportunities that would assist them in combating and preventing crime

DPD will be partnering with the Scranton Police Department (SPD) on this proposal in order to share the benefits that this type of training can provide. In order to target prevention efforts and improve officer performances both departments will utilize technology to develop and implement a new Use-of-Force Training Program. First, DPD will start the procurement process for the training simulator system while both departments develop training policies that incorporate this use-of-force training as part of the mandatory annual training program. SPD will provide match funding for the purchase of the training technology and equipment, officers to be trained as instructors and a location to house the equipment and hold training. Members of the Scranton Police Training Division will be trained as instructors and be ready to begin the training program within five months of procurement; the training system will be housed at the SPD Training Division located on Colfax Avenue at the former Serrenti Memorial Army Reserve Center. The Use-of-Force training program will be designed to fit the needs of the trainee- all regular Dunmore and Scranton patrol officers will go through one set of training scenarios while School Resource Officers, the Crisis Intervention Team and Special Operations Group will go through additional specialized trainings.

Currently officer annual training consists of classroom and online sessions for legal updates and firearms qualifying at a shooting range. It is crucial that not only certain skills are mastered through training, such as marksmanship, but also multi-tasking and decision making



are equally emphasized; however the ability to apply those skills appropriately under realistic and complex conditions is lacking. The proposed project would address this training gap.

The firearms training simulation system that would be procured with this funding utilizes high definition screens to bring 300° field view to the user providing realistic, engaging training. As the scenario eye point moves, all screens reflect the motion. This provides an immersive experience than highlights realistic conflict situations and awareness in a training environment. The system comes pre-loaded with a variety of video scenarios with the main focus being on de-escalation and use of force. This system provides two training modes: Marksmanship and Judgmental. The system also provides a “Lookback” option which allows the instructor to see the trainee from the front screen perspective. From there, the instructor can help the trainee through visual coaching and record the trainee’s performance to go over with the trainee in the After Action Review. This review will indicate to the trainee where mistakes were made so that their performance can improve as necessary.

The trainee will sit down with the instructor for a debriefing following each session. During the training, the actions of the trainee create markers that are then assessed by the instructor, according to predetermined standards of performance, such markers pertain specifically to the accuracy of force applied and whether the trainee’s response represented an appropriate or inappropriate judgement. The trainee can then be exposed to additional training to further refine their skills and decision making. In addition, these post training reports will help track the trainee’s progress throughout their career.

The new Use-of-Force Training Program utilizing the virtual training system will be a regional asset as it will be available for use by any law enforcement agency in the area. Currently there is no virtual simulation training available for law enforcement in Northeastern Pennsylvania; both Dunmore Police Department and Scranton Police Department would assist any law enforcement agency willing to partake in this training.

The objective of the training is to ensure that officers know how to appropriately respond to potential use of force situations using all options available to them including both non-lethal and lethal methods, in order to de-escalate the situation. One of the primary focuses of this new training will be on encounters with individuals suffering from behavioral or mental health issues. Law enforcement acts as first responders in the nation’s mental health and addiction crisis and yet a majority of officers are not trained on how to safely interact with people experiencing a

mental health or addition crisis leaving both the officer and community members at risk. This issue can be resolved by designing different trainings to include interaction with individuals with behavioral/mental health issues to ensure that officers are properly trained for these encounters.

The proposed training program will also help law enforcement foster a positive relationship with the community by utilizing technology as an olive branch to build trust and understanding. The Scranton Police Department annually hosts a Citizen Police Academy-tuition free, ten-week program designed to teach citizens about the philosophy, policies and guiding principles of law enforcement. Students receive classroom instruction by Scranton Police personnel and complete ride along with a police officer. Once the proposed Use-of-Force Training Program is implemented this system will become part of the Citizen Police Academy program; this training will also be open to members of the media upon request. Through this training the citizens will gain first-hand experience on how law enforcement officers are trained and what is expected of them. This technology will enhance transparency by allowing the public to become more empathetic to what police do every day and encourage conversation and understanding between law enforcement and the community they serve.

**Police Department  
Superintendent of Police  
Chief Carl Graziano**

Scranton Police Headquarters  
100 South Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 348-4130  
Fax: (570) 207-0413  
E-mail: cgraziano@scrantonpa.gov



**Be Part of  
The Solution**

SCRANTON

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SCRANTON POLICE DEPARTMENT  
AND  
THE BOROUGH OF DUNMORE POLICE DEPARTMENT**

This Memorandum of the Understanding (“MOU”) is entered into as of \_\_\_\_\_, 2019, between the City of Scranton Police Department with principal offices located at \_\_\_\_\_ North Washington Avenue, Scranton, Pennsylvania, 18503, and the Borough of Dunmore Police Department with principal offices located at \_\_\_\_\_, Dunmore, PA 18512.

WHEREAS, the Dunmore Police Department is requesting \$50,000 in funding to implement a new Use-of-Force Training Program utilizing simulation training, and the City of Scranton Police Department is willing to provide the cash match, approximately in the amount of \$48,160, that is required.

WHEREAS, the project goals are: (1) utilize technology to target prevention efforts and improve officer performance; and (2) utilize technology to help law enforcement foster a positive relationship with the community they serve. A copy of the complete Project Description is attached hereto as Exhibit “A.”

WHEREAS, the proposed project aligns with PCCD Goals:

- a. To provide law enforcement with the appropriate and/or necessary tools and equipment to combat crime and gang activity
- b. To provide law enforcement with training opportunities that would assist them in combating and preventing crime

WHEREAS, Dunmore Police Department will be partnering with the Scranton Police Department on this proposal in order to share the benefits that this type of training can provide. In order to target prevention efforts and improve officer performances both departments will utilize technology to develop and implement a new Use-of-Force Training Program.

WHEREAS, the Scranton Police Department and the Dunmore Police Department, for good and valuable consideration, agree as follows:

The PCCD JAG Under \$10K Initiative is a law enforcement agreement entered into by both the Dunmore Police Department and the Scranton Police Department and will be implemented according to the following components:

1. Grant funding will be used to purchase Interactive Firearms Training Simulators.
2. The Scranton Police Department will provide \$48,160 cash match to be utilized for this purchase.
3. The technology procured with this grant funding will be housed in the Scranton Police Department Training Division located at the site of the former Serrenti Memorial Army Reserve Center and is under the discretion of the Scranton Police Department.
4. The Scranton Police Training Division will provide all trainings related to this purchase to Scranton and Dunmore police officers.
5. Termination. Any party hereto may terminate this agreement on thirty (30) days within written notice. Unless terminated by mutual agreement, or as stated in this paragraph, this Agreement shall remain in effect.
6. Independent Contract. Notwithstanding anything contained herein, each of the parties hereto are and shall remain independent contractors and this Agreement shall not create any employment, agency, partnership, or co-venture relationship and, except as specifically set forth herein, neither party may incur debt or financial obligation in the name of the other.
7. Compliance with Laws, Ordinances, Rules and Regulations. All activities performed by any party hereunder shall be performed in accordance with all applicable statues and ordinances, including those of the Commonwealth of Pennsylvania and Lackawanna County.
8. Entire Agreement and Agreement Interpretation. This Agreement and the attachments hereto constitute the full and complete understanding and agreement between the parties. No provision of this Agreement shall be conveyed to create any

rights in any third party not a party to this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under the jurisdiction and venue of the Lackawanna County Court of Common Pleas.

Signed:

\_\_\_\_\_

Scranton Chief of Police

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

\_\_\_\_\_

Dunmore Chief of Police

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

CITY OF SCRANTON

ATTEST:

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

BY: \_\_\_\_\_  
\_\_\_\_\_, Mayor

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

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

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

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jessica Eskra, Esquire  
City Solicitor/Deputy Mayor

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



DEPARTMENT OF LAW

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

RECEIVED

JUL 16 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

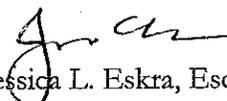
July 15, 2019

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON POLICE DEPARTMENT AND THE BOROUGH OF DUNMORE POLICE DEPARTMENT TO IMPLEMENT A NEW USE-OF-FORCE TRAINING PROGRAM.

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 TROY & BANKS, INC. FOR THE CITY OF SCRANTON UTILITY AND TELECOMMUNICATIONS AUDIT SERVICES FROM APRIL 30, 2019 THROUGH MARCH 30, 2021.**

WHEREAS, a request for Proposals was advertised for the City of Scranton Utility and Telecommunications Audit Services and two (2) 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 Troy & Banks, Inc. for the reasons provided in the attached Memorandum from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Troy & Banks, Inc. for the City of Scranton Utility and Telecommunications Audit Services from April 30, 2019 through March 30, 2021.

**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  
April 30, 2019 to March 30, 2021 by and between the City of Scranton, 340 North  
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

TROY & BANKS, INC.  
2216 KENSINGTON AVENUE  
BUFFALO, NEW YORK 14226  
PHONE NO. (716) 839-4402  
FAX NO. (716) 839-4452

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 the City of Scranton Utility and Telecommunication Audit Services. The Contractor  
hereby covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON  
UTILITY AND TELECOMMUNICATION AUDIT SERVICES  
APRIL 30, 2019 THRU MARCH 30, 2021

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 Troy & Banks, Inc. 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 \$1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$ 1,000,000 each person \$ 1,000,000 each occurrence \$ 1,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
Personal Injury	\$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	\$ 300,000 each person \$ 500,000 each occurrence
Property Damage	\$ 500,000 each occurrence

- (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: \_\_\_\_\_

TROY & BANKS, INC.

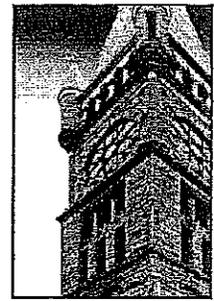
\_\_\_\_\_  
BY:

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

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

## BUSINESS ADMINISTRATION

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



SCRANTON

June 25, 2019

### **Memo**

To: William Courtright, Mayor  
Jessica Eskra, Solicitor  
Lori Reed, City Clerk  
Patrick Hinton, Director, Licenses and Permits

From: David Bulzoni, Business Administrator

**Re: Appointment of a Utility and Telecommunications Audit Firm**

All,

I reviewed the two proposals received on April 10, as noted below. I was more pragmatic with the process as I wanted to discuss the service with references provided by both firms. The firms submitting proposals were Troy and Banks, Inc., and Cost Control Associates. Troy and Banks is based in Buffalo, New York, and Cost Control is located in Queensbury, New York.

Both firms are highly qualified in their respective fields and offered a duplicate fee schedule. The payments for services are not a direct for service cost but based on the amount of savings identified in utility bills reviewed by the firm. As an example, the firm recently undertook an audit of the City of Allentown street lighting electricity bills. Two cities which I contacted are the City of Buffalo, New York, and the City of Huntington, West Virginia. Both city representatives indicated that the services were completed as contracted although the exact number of savings was not provided. The city of Glens Falls was also contacted and indicated that the savings realized through the audit was approximately \$73,000 annually. The referenced cities had a more complete audit, including electric and gas utilities and telecommunications services. Our principal interest is gas and electric bills. Telecommunications bills have been reviewed by the Information Technology department previously and we'll discuss whether any advantage is presented by reviewing sewer and water bills.

Savings is determined by any recalculation of a new rate or tariff compared to the existent rate at the time of contract. The difference is the savings. The firm will bill the City for 20% of the future savings over a twelve month period. The firm would receive 20% of any past savings identified by the firm. Past savings may be in the form of refunds or credits. If the City does not receive a refund, reduction, or credit based on future billings, no fee will be assessed for services. Case studies have been offered as a

testament to the savings potential. The City of Buffalo achieved a savings of greater than \$1.10 million based on data entry errors. Most of the other cities references in the case studies had more modest savings, such as Glens Falls, Dewitt, New York (\$261,000), and Virginia Beach, Virginia (\$16,000).

A spreadsheet of various utility bills is attached for review. Excluding sewer, water, and telecommunications, the utility costs are modest. The gas utility budget for 2019 is \$135,000; Street lighting, traffic signals, and other electric utility charges total approximately \$425,000 in the 2019 budget. Water services are budgeted at \$475,000. The firm will issue invoices to the City based on the savings amount. A spreadsheet will be provided by the firm delineating any savings realized as a result of their efforts.

**Based on the above review, the Office of the Business Administrator recommends the retention of the Troy and Banks, Inc. to undertake the utility audit.**

PPL Electric Utilities-TRAFFIC SIGNALS

7/8/2019

ACCT NUMBER	ADDRESS	RATE COD	DUE DATE	PRIOR BAL.	CREDIT	CURRENT	EGS CURRENT CHARGES	TOTAL PAID
	01.080.00083.4467 (2019)		7/8/2019					
TS 01980-51008	Prov. & 7th	GS1				\$ 27.84	\$ 15.15	\$ 42.99
TS 02432-01014	630 Keyser and SR 8031	GS1				\$ 27.79	\$ 10.27	\$ 38.06
TS 06781-15001	Vine & Jefferson	GS1				\$ 27.74	\$ 9.02	\$ 36.76
TS 12181-15006	Linden & Jefferson	GS1				\$ 27.80	\$ 13.46	\$ 41.26
TS 13091-08004	Wyoming & Ash	GS1				\$ 27.77	\$ 11.01	\$ 38.78
TS 13381-15004	Linden & Adams	GS1				\$ 27.75	\$ 9.92	\$ 37.67
TS 16281-07005	7th & Lacka	GS1				\$ 27.75	\$ 9.97	\$ 37.72
TS 16761-07002	Vine & Penn	GS1				\$ 27.75	\$ 9.92	\$ 37.67
TS 17391-24005	Linden & Harrison	GS1				\$ 27.76	\$ 10.32	\$ 38.08
TS 17681-07009	7th Ave & Linden St	GS1				\$ 27.76	\$ 10.82	\$ 38.58
TS 17761-07004	Mulberry & Penn	GS1				\$ 27.74	\$ 9.32	\$ 37.06
TS 18081-07003	7th Ave & Expsrwy A A	GS1				\$ 27.79	\$ 12.76	\$ 40.55
TS 18181-15008	Spruce & Jefferson	GS1				\$ 27.85	\$ 15.75	\$ 43.60
TS 25361-07009	Linden & Penn	GS1				\$ 27.73	\$ 8.82	\$ 36.55
TS 26051-39000	Inters of River & Mead Ave	GS1				\$ 27.77	\$ 11.56	\$ 39.33
TS 26581-19005	Mulberry & Adams	GS1				\$ 27.73	\$ 8.57	\$ 36.30
TS 27981-19009	Vine & Adams	GS1				\$ 27.66	\$ 4.93	\$ 32.59
TS 29811-21002	Moosic Front & Spruce	GS1				\$ 31.89	\$ 17.15	\$ 49.04
TS 29811-25000	Capouse & G Ridge	GS1				\$ 27.71	\$ 7.97	\$ 35.68
TS 31401-63009	Keyser & Division	GS1				\$ 27.83	\$ 12.16	\$ 39.99
TS 34478-27011	Keyser Ave and Ferdinand Street	GS1				\$ 31.61	\$ 0.50	\$ 32.11
TS 35014-22012	Mulberry St	GS1				\$ 27.75	\$ 9.69	\$ 37.44
TS 35091-08000	Wyoming & Gibson	GS1				\$ 27.66	\$ 10.37	\$ 38.13
TS 37659-09012	Keyser Ave, OH-Traffic Signal for Shopping Centers	GS1				\$ 27.69	\$ 6.88	\$ 34.57
TS 37781-19004	Linden & Washington	GS1				\$ 27.70	\$ 5.88	\$ 33.58
TS 41721-09003	Cedar & Cherry	GS1				\$ 27.77	\$ 11.21	\$ 38.98
TS 41899-47004	S. Main Ave & Luzerne St. - NEW 7/25/08	GS1				\$ 27.74	\$ 8.97	\$ 36.71
TS 42181-19007	Mulberry & Washington	GS1				\$ 27.66	\$ 4.88	\$ 32.54
TS 42981-19001	Vine & Washington	GS1				\$ 27.78	\$ 11.71	\$ 39.49
TS 44130-42005	Breck & Pittston	GS1				\$ 27.78	\$ 12.07	\$ 39.85
TS 45141-04006	Moosic & Crown	GS1				\$ 27.73	\$ 7.28	\$ 35.01
TS 45253-66012	Meadow&Moosic	GS1				\$ 27.71	\$ 7.97	\$ 35.68
TS 45638-68015	1700 Keyser Ave, UG-Traffic Signal for Shopping Centers	GS1				\$ 27.73	\$ 7.28	\$ 35.01
TS 46241-13000	Wyoming & G Ridge	GS1				\$ 27.71	\$ 7.97	\$ 35.68
TS 47571-10002	Mulberry & N. Webster	GS1				\$ 27.73	\$ 8.67	\$ 36.40
TS 49531-07003	Birney & Davis	GS1				\$ 27.73	\$ 8.77	\$ 36.50
TS 51739-79000	N. Main & W. Lackawanna Ave	GS1				\$ 27.70	\$ 5.68	\$ 33.38
TS 52441-12002	Wash. & G Ridge	GS1				\$ 27.65	\$ 4.04	\$ 31.69
TS 52591-29000	Lacka. & Adams	GS1				\$ 27.79	\$ 12.51	\$ 40.30
TS 53361-07008	Spruce & Penn	GS1				\$ 27.71	\$ 8.22	\$ 35.93
TS 55581-14001	Mulberry & Harrison	GS1				\$ 27.75	\$ 9.72	\$ 37.47
TS 57761-07008	Mifflin & Spruce	GS1				\$ 36.02	\$ 23.97	\$ 59.99
TS 58161-07011	Spruce & Franklin Traffic	GS1				\$ 27.74	\$ 9.52	\$ 37.26
TS 58771-11008	Lacka. & Ninth	GS1				\$ 32.00	\$ 23.67	\$ 55.67
TS 59961-07008	Linden & Mifflin	GS1				\$ 27.73	\$ 8.92	\$ 36.65
TS 60330-42005	Fig & Pittston	GS1				\$ 27.66	\$ 4.78	\$ 32.44
TS 61161-07009	Linden & Franklin	GS1				\$ 27.74	\$ 9.37	\$ 37.11
TS 62560-43004	Mifflin & Mulberry	GS1				\$ 27.77	\$ 11.36	\$ 39.13
TS 62561-07003	Mulberry & Franklin	GS1				\$ 27.74	\$ 9.12	\$ 36.86
TS 63091-09006	Linden & Wyoming	GS1				\$ 27.78	\$ 12.00	\$ 39.78

PPL Electric Utilities-TRAFFIC SIGNALS

7/8/2019

01.080.00083.4467 (2019)

ACCT.NUMBER	ADDRESS	RATE CODE	DUE DATE	PRIOR BAL.	CREDIT	CURRENT	EGS CURRENT CHARGES	TOTAL PAID
TS 63581-19003	Spruce & Adams	GS1				\$ 27.77	\$ 11.31	\$ 39.08
TS 64291-09004	Mulberry & Wyoming	GS1				\$ 27.82	\$ 14.19	\$ 42.01
TS 65490-42002	Lake Scranton Rd. & RT 307	GS1				\$ 27.67	\$ 5.41	\$ 33.08
TS 65691-09008	Vine & Wyoming	GS1				\$ 27.76	\$ 10.33	\$ 38.09
TS 65931-08006	Cor of Pittston and Davis	GS1				\$ 27.71	\$ 8.17	\$ 35.88
TS 66181-19007	Spruce & Washington	GS1				\$ 27.77	\$ 11.21	\$ 38.98
TS 66721-08008	Sanderson & G.Ridge	GS1				\$ 31.95	\$ 20.78	\$ 52.73
TS 68491-09008	Wyoming & Olive Traffic	GS1				\$ 27.77	\$ 11.12	\$ 38.89
TS 69374-46007	River Street & 81 New 10/16/08	GS1				\$ 27.68	\$ 6.18	\$ 33.86
TS 69680-44006	7th & Expressway	GS1				\$ 31.91	\$ 18.44	\$ 50.35
TS 71091-09003	Keyser & Jackson	GS1				\$ 27.74	\$ 9.60	\$ 37.34
TS 71391-29013	Wyoming & Lackawanna Ave	GS1				\$ 27.77	\$ 9.78	\$ 37.55
TS 71480-44005	Luzerne & Meridian	GS1				\$ 27.71	\$ 7.87	\$ 35.58
TS 71591-29028	Penna & Lackawanna Ave					\$ 27.76	\$ 8.85	\$ 36.61
TS 71791-29024	Lackawanna Ave & Wash					\$ 32.00	\$ 20.32	\$ 52.32
TS 71991-29011	Mifflin & Lackawanna Ave					\$ 32.14	\$ 26.88	\$ 59.02
TS 72111-06005	Cor. Capouse & Ash	GS1				\$ 27.67	\$ 5.18	\$ 32.85
TS 72791-29008	Lacka. & Franklin	GS1				\$ 27.77	\$ 11.11	\$ 38.88
TS 75771-16009	Ridge Row-traffic control at U of S over expressway	GS1				\$ 31.90	\$ 17.94	\$ 49.84
TS 76931-10009	Pitston & Elm	GS1						\$ -
TS 79029-96004	Parker Street	GS1				\$ 27.75	\$ 9.92	\$ 37.67
TS 79181-14009	Wash. & Gibson	GS1				\$ 27.68	\$ 5.78	\$ 33.46
TS 80177-50004	St. Ann & S. Main	GS1				\$ 27.68	\$ 6.18	\$ 33.86
TS 82235-14018	Keyser Ave and SR8031	GS1				\$ 27.77	\$ 8.92	\$ 36.69
TS 83259-97008	N Main Ave at Market Traffic Signal	GS1				\$ 32.03	\$ 25.47	\$ 57.50
TS 86281-08009	Luzerne & Railroad	GS1				\$ 27.66	\$ 4.78	\$ 32.44
TS 88001-66007	Pitston & Front-traffic control (B) at Haas Funeral Home	GS1				\$ 65.78	\$ 119.62	\$ 185.40
TS 88636-46019	Cedar Ave. Traffic Light					\$ 27.70	\$ 7.38	\$ 35.08
TS 92556-84004	INTS RTE 81 River St.	GS1				\$ 27.61	\$ 2.29	\$ 29.90
TS 92671-34000	W. Linden St. Traffic Signal NEW 12/09	GS1				\$ 27.80	\$ 13.16	\$ 40.96
TS 93376-25009	Mulberry and Madison	GS1				\$ 27.69	\$ 6.73	\$ 34.42
TS 96051-17001	Wyoming and Larch Trffi	GS1				\$ 27.74	\$ 9.27	\$ 37.01
TS 96069-77001	Penn Olive & Capouse St.	GS1				\$ 27.76	\$ 10.52	\$ 38.28
TS 96179-64001	Mulberry and Jefferson Ave.	GS1				\$ 27.71	\$ 7.87	\$ 35.58
TS 97208-69008	Wyoming & Poplar St	GS1				\$ 27.75	\$ 10.17	\$ 37.92
TS 97241-40004	N Main & Oak	GS1				\$ 27.70	\$ 7.58	\$ 35.28
TS 98215-87016	N Main Ave and Green Ridg S.	GS1				\$ 31.82	\$ 13.56	\$ 45.38
TS 99481-08002	Eynon St. Viaduct	GS1				\$ 31.79	\$ 11.61	\$ 43.40
	TOTAL			\$ -	\$ -	\$ 2,505.38	\$ 1,013.53	\$ 3,518.91

PPL Electric Utilities

Invoices Due: 7/8/2019 01.051.00082.4450

ACCT NUMBER	ADDRESS	RATE CODE	DUE DATE	PRIOR BAL	ADJ+OTHE R CREDITS	CURRENT	ESS CURRENT CHARGE	TOTAL PAID	V. #
01891-23003	400 Lackawanna-Not a TS per Janet at PPL	GS1	7/8/2019			\$ 40.45	\$ 50.64	\$ 91.13	
02466-06011	Mulberry St. NEW 12/2/2003 WAS 02466-06002	GS1				\$ 27.58		\$ 27.58	
05001-67000	Mulberry & Dix Ct	SA				\$ 12.38	\$ 0.65	\$ 13.01	
05856-19009	Gibson St. X-Mas Display NEW	GS1				\$ 27.60	\$ 1.20	\$ 28.80	
06951-08002	Murray&Davis St.	GS1				\$ 27.60	\$ 1.64	\$ 29.24	
12286-33007	Arthur Ave Rides/Slides	GS1				\$ 35.83	\$ 0.55	\$ 36.18	
12862-1018	00 Arthur Ave - NEW 12/3/2003	GS1				\$ 27.58		\$ 27.58	
12995-35024	Downtown Scranton Business Assoc Holiday Lighting								
13591-30001	1913 Luzerne	GS1				\$ 90.74	\$ 169.96	\$ 260.70	
13691-08002	940 Wyoming	GS1				\$ 118.53	\$ 149.02	\$ 267.55	
1442-17009									
1442-17015	101 N.Bromley	GS1				\$ 48.29	\$ 29.46	\$ 77.75	
14731-97028	1695 Keyser Ave Shop 4	GS1				\$ 44.29	\$ 37.03	\$ 81.32	
15377-58009	Arthur Avenue	GS1				\$ 27.58		\$ 27.58	
15981-30002	900 Albright - CAUTION LIGHT	GS1				\$ 27.58		\$ 27.58	
18455-67005	800 Gibbons St. Dog Park - Pole Light, Sprinkler System	GS1				\$ 27.58		\$ 27.58	
19131-12009	Robinston Pk.Acl.Bldg								
20701-12006	31 W. Market	GS1				\$ 45.91	\$ 97.74	\$ 143.05	
24651-18013	740 Morgan Hwy (SPD Range)	GS1				\$ 44.12	\$ 25.96	\$ 71.08	
25301-12008	Park. Lot-100 W.Mkt.	GS1				\$ 27.71	\$ 7.92	\$ 35.63	
27381-13005	Weston Fld-982 Prov. - requested only one copy be sent to city 10/	GS3				\$ 258.57	\$ 948.97	\$ 1,207.54	
27791-12008	Nay Aug-Arthur & Olive-10/1/03 requested only one copy be sent to	GS1				\$ 96.18	\$ 33.18	\$ 69.37	
27991-12004	Nay Aug - Pools	GS3				\$ 79.71	\$ 143.64	\$ 223.25	
28191-124002	Nay Aug.Zoo-10/1/03 requested only one copy be sent to city	GS1				\$ 110.37	\$ 141.55	\$ 251.92	
28391-124017	Nay Aug. Park Lav	GS1				\$ 31.62	\$ 1.15	\$ 32.77	
28791-124117	Nay Aug-Outdoor Pav Mulberry St	GS1				\$ 43.84	\$ 14.23	\$ 58.17	
28991-124006	Nay Aug Brooks Mine	GS1				\$ 27.58		\$ 27.58	
29611-121006	Front St and Pittston Ave	GS1				\$ 44.59	\$ 51.83	\$ 96.36	
31101-12003	FIRE-Market&Wayne	GS1				\$ 78.20	\$ 141.25	\$ 219.45	
34190-58006	Nay Aug - Concession	GS1				\$ 75.89	\$ 70.03	\$ 147.02	
34331-08000	S. Wash. & Cherry Pump Station	GS1				\$ 27.67	\$ 4.98	\$ 32.65	
34531-09006	S. Wash. & Cherry Pump Station	GS1				\$ 66.65	\$ 168.81	\$ 236.44	
35014-22003	00 Mulberry Street NEW 12/1/2003								
38791-124001	Park&Rec-214 Arthur								
39274-127006	Arthur Ave.-Big Pav.	GS1				\$ 31.61	\$ 0.45	\$ 32.06	
40961-19007	340 N. Wash. City Hall	OP3				\$ 658.49	\$ 1,794.26	\$ 2,452.75	
41421-17015	WS Crime-Price&N.Main	GS1				\$ 27.58		\$ 27.58	
41444-14002	500 Orchard Street Park Lighting New 10/10/08	GS1				\$ 51.75	\$ 8.92	\$ 40.67	
45001-60005	Egan & Davis	GS1				\$ 27.60	\$ 1.64	\$ 29.24	
46254-17007	Arthur Avenue Power Box near Amphitheater	GS1				\$ 27.58		\$ 27.58	
46401-64007	Pump.St.-103 N.Dewey Keyser Valley	GS1				\$ 178.95	\$ 38.13	\$ 215.08	
46511-101005	1325 Capouse Ave.	GS1				\$ 27.58		\$ 27.58	
48601-60005	N.Main & Price	SA				\$ 24.73	\$ 1.90	\$ 26.03	
51731-12005	E. Mountain Rd.	GS1				\$ 89.66	\$ 110.65	\$ 180.31	
55241-15003	Weston Park-Fairview Av	GS1				\$ 99.94	\$ 17.94	\$ 57.88	
59381-17004	Connell Pk Swim Pool	GS1				\$ 31.77	\$ 9.97	\$ 41.74	
61291-09008	200 Blk Wyoming Ave - traffic signal box	GS3				\$ 70.67	\$ 42.32	\$ 112.99	

PPL Electric Utilities  
Invoices Due: 7/8/2019 01.051.00082.4450

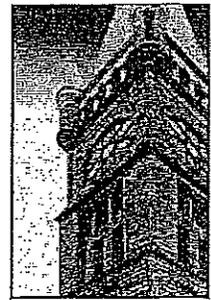
ACCT NUMBER	ADDRESS	RATE CODE	DUE DATE	PRIOR BAL R	ADJ+OTHE	CURRENT	EGS	TOTAL PAID	V. #
					CREDITS	CHARGE	CURRENT		
61735-40000	2927 Coillery Avenue-Billy Barrett Park Minooka 9/29/08	GS1				\$ 27.58		\$ 27.58	27.58
61941-03007	Duffy Park-Harrison Ave	GS1							
88217-84023	S 7th & Scranton St	GS1				\$ 31.85	\$ 20.73	\$ 52.68	
71472-85012	520-2 Lackawanna Avenue	GS3				\$ 95.23	\$ 192.63	\$ 287.86	
74072-84008	N. Main St. Fellows Park	GS1				\$ 31.99	\$ 23.43	\$ 55.42	
74261-10003	417 S. Tenth Pool	GS1				\$ 27.58		\$ 27.58	
74374-55007	W. Olive St. Trail Lighting	GS1				\$ 31.77	\$ 19.72	\$ 41.49	
74641-16002	FIRE-Main & Ravine	GS1				\$ 103.04	\$ 184.96	\$ 288.00	
75372-30011	N 7th Ave & Mulberry St	GS1				\$ 36.10	\$ 28.41	\$ 64.51	
82947-10006	200 Arthur Ave	GS1				\$ 52.85	\$ 68.23	\$ 121.08	
85974-13005	1409 Ash - 10/2/03 requested only one copy be sent to city	GS1				\$ 40.02	\$ 22.48	\$ 62.50	
86536-59000	Nay Aug Park NEW 11/8/05	GS1				\$ 27.59	\$ 0.34	\$ 27.93	
87016-83005	100 Poplar St. DPW COMPLEX NEW	GS3				\$ 413.29	\$ 2,282.70	\$ 2,696.99	
92477-10019	Harrison Ave Bridge	GS1				\$ 27.73	\$ 7.16	\$ 34.89	
92652-83000	N. Main Ave. Decorative Lighting	GS1				\$ 27.73	\$ 8.92	\$ 36.65	
94331-08009	2100 Pittston-Fire House Engine Co #2	GS1				\$ 86.12	\$ 134.57	\$ 220.69	
95111-53002	S. Washington Avenue Police Station	GS3				\$ 345.18	\$ 1,291.87	\$ 1,637.05	
95321-06016	1510 Ross Avenue	GS1				\$ 48.84	\$ 68.73	\$ 117.57	
97671-89001	2600A N. Washington Ave-Crowley Park Clock	GS1				\$ 31.78	\$ 9.15	\$ 40.93	
98047-72002	1759 Dorothy St-Light at Playground	GS1				\$ 27.60	\$ 1.06	\$ 28.66	
99681-34008	Weston Field Soccer Field	GS1				\$ 36.09	\$ 18.29	\$ 54.38	
	AMOUNT TO BALANCE ACCOUNT								
	TOTAL			\$ -	\$ -	\$ 4,378.53	\$ 8,692.26	\$ 13,070.79	

PPL Electric Utilities Street Lighting and Traffic Signal Station 7/24/2019											
ACCT NUMBER	ADDRESS	DUE DATE	GENERATION & TRANSMISSION (CHAMPION ENERGY SERVICES OR PPL)	DISTRIBUTION CHARGES (PPL ELECTRIC)	PRIOR BAL	LATE PAYMENT	SERVICE DATE	EXCESS CREDIT	TOTAL PAID	V #	EXPENSE ACCOUNT #
12096-42009	Traffic Signal Station	6/3/2019	\$ 984.65	\$ 1,896.56			3/28-4/30/2019		\$ 2,881.21		01,080,00083. 4467
19131-12036	Robinson Park	7/24/2019	\$ 202.92	\$ 86.31			5/17-6/18/2019		\$ 289.23		01,051,00082. 4450 X
19380-51061	735 Gibbons St	5/30/2019	\$ 0.45	\$ 27.56			3/25-4/24/2019		\$ 28.01		01,051,00082. 4450
24355-08000	Keyser & Ransom Rd Traffic Signal	7/5/2019	\$ 8.62	\$ 27.73			4/30-5/30/2019		\$ 36.35		01,051,00082. 4450
27201-67002	N. Scr. Expressway	6/3/2019	\$ 6,919.05	\$ 11,432.09			3/28-4/30/2019		\$ 18,351.14		01,080,00083. 4460
28515-00002	Spruce & Wyoming Traffic Signal	5/28/2019	\$ 17.34	\$ 31.85			3/21-4/22/2019		\$ 49.19		01,080,00083. 4467
53639-22002	Hickory & Pittston Traffic Signal	5/30/2019	\$ 9.74	\$ 27.75			3/25-4/25/2019		\$ 37.49		01,080,00083. 4467
54374-07009	Birch St, Traffic Signal 700 Colfax Ave	7/24/2019	\$ 9.61	\$ 28.04			5/20-6/19/2019		\$ 37.65		01,080,00083. 4467 X
54991-24010	Serrenti Center	5/30/2019	\$ 84.68	\$ 97.32			3/25-4/25/2019		\$ 182.00		01,051,00082. 4450

	B	C	D	E	F	G	H	I
UGI PENN NATURAL GAS - PG Energy								
DUE DATES: 6/17, 7/1, 7/5								
	ADDRESS	DUE DATE	PAST BALANCE	LATE CHARGES	CURRENT BAL.	TOTAL PAID	V #	CREDIT
1								
2								
3								
4	1047 N. Main	7/10/2019			48.85	48.85	X	
5	2125 Belmont Tr.- Weston Park	7/10/2019			34.86	34.86	X	
6	1409 Ash	7/15/2019	\$		47.07	47.07	X	
7	1921 Luzerne St.-Fire	7/5/2019			42.24	42.24	X	
8	Arthur Ave.	6/17/2019		5.83	66.41	72.24	X	
9	101 N. Bromley	7/5/2019			36.65	36.65	X	
10	100 Poplar St DPW Building NEW 10/7/04	6/17/2019		17.10	125.80	142.90	X	
11	100 S. Washington Avenue-include Air Cond	6/17/2019		22.39	196.37	218.76	X	
12	Arthur Ave.	7/15/2019			34.86	34.86	X	
13	340 N. Washington Ave	7/1/2019			106.61	106.61	X	
14	982 Providence Rd.	7/1/2019			415.52	415.52	X	
15	1510 Ross Avenue	6/27/2019			66.66	66.66	X	
16	946 Wyoming	7/1/2019			41.99	41.99	X	
17	1110 S. Washington	7/5/2019			33.59	33.59	X	
18	1696 N Keyser Ave Unit 4	6/26/2019			35.87	35.87	X	
19	207 W. Market	7/10/2019			70.23	70.23	X	
20	214 Arthur Ave	7/1/2019			67.43	67.43	X	
21	530 Mulberry St.	7/1/2019			80.15	80.15	X	
22	E. Mountain Rd.	7/5/2019			45.05	45.05	X	
23	2101 Pittston	7/5/2019			54.96	54.96	X	
24	1833 Pine St Army Reserve	6/17/2019		5.38	46.81	52.19	X	
25	Nay Aug Zoo							
26	Nay Aug Greenhouse - closed							
27	1390 Diamond Ave. - FINAL 9/29/2010							
28			\$	50.70	1,697.98	1,748.68		
29								
30								
31								

Department of Business Administration

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



SCRANTON

April 10, 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 Wednesday, April 10, 2019 in Council Chambers for the City Of Scranton Utility & Telecommunications Audit Services for the Period of April 30, 2019 thru March 30, 2019. I attached copies of the bid submitted by the following companies:

**Cost Control Associates, Inc.**  
**Troy and Banks, Inc.**

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,

A handwritten signature in black ink, appearing to read "Julie Reed".

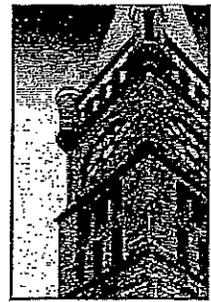
Julie Reed,  
Purchasing Clerk

Attachments

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

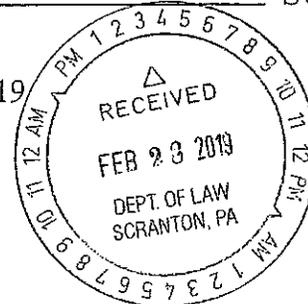
Department of Business Administration

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



SCRANTON

February 27, 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 Wednesday, April 10, 2019 for the following:

**City of Scranton  
Utility and Telecommunication Audit Services  
April 30, 2019 thru March 30, 2021**

Attached, please find RFP and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,  
Purchasing Clerk

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

## 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 10, 2019, at which time such proposals will be opened in the City Council Chambers for the following:

### CITY OF SCRANTON UTILITY AND TELECOMMUNICATIONS AUDIT SERVICES APRIL 30, 2019 - MARCH 30, 2021

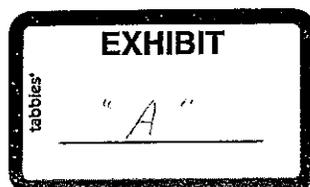
The City of Scranton will award the qualifications proposal to assist with the Project described in the Request for Qualifications Proposal. All proposals shall be in accordance with the Request for Qualifications Proposal (RFP) specifications which are now available and can be picked up at the Office 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 Utility and Telecommunications Audit 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 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



## 1. PURPOSE

The City of Scranton (hereinafter the "City") is a Class 2-A 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 qualifications proposals to identify utility savings through an audit of those services. The principal City of Scranton office location is 340 North Washington Avenue, Scranton, Pennsylvania, 10503.

In accordance with applicable Federal and Commonwealth of Pennsylvania requirements, the City is accepting qualifications proposals for **Utility and Telecommunications Audit Services**. It is the desire of City officials to retain the services of a qualified firm to conduct a full utility audit of the City and its properties.

All services must be provided in accordance with applicable international, federal, state, and local statutes, rules, regulations, ordinances, orders, and codes (including but not limited to the rules, orders, directives, and regulations promulgated by requisite federal and state agencies).

## 2. SCOPE OF SERVICES

The successful respondent shall be required to provide the full range of utility audit services for the following utilities: telecommunications; electric; gas; water; sewer, and refuse. The utility audit shall include all City facilities, including, but not limited to, City Hall, Police Headquarters, Public Works facility, the City's firehouses, and other facilities for which the City is directly or indirectly responsible.

The Scope of Services shall include, but not be limited to, the following:

- a. Conduct an extensive technical analysis of all utility rates, schedules, metering, and bills;
- b. Identify any utility overcharges, obtain refunds of any overpayments, and correct errors that resulted in the overcharges;  
Negotiate with the City's utility companies where applicable and within the scope of contractual requirements;
- c. Obtain the proper utility rates;
- d. Review the City's utility contracts and service agreements;
- e. Submit recommendations for all possible savings to ensure the City is paying the lowest possible amount for utility services based on industry and usage; and
- f. Establish and review pre-opening rates.

## QUALIFICATIONS

In addition to the ability to perform the above, all respondents shall meet the following minimum requirements:

- A. Is authorized to do business in the Commonwealth of Pennsylvania;
- B. Has the capability to provide the full scope of services described herein.
- C. Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban Development, the Department of Justice, the General Services Administration, the Internal Revenue Service, or any other federal agency or the Federal Government, and/or the Pennsylvania Department of Labor and Industry or any other state agency or the Commonwealth of Pennsylvania.

**Failure to meet any of the foregoing qualifications is considered a material defect and shall result in the disqualification of the Respondent.**

### 3. SUBMISSION OF PROPOSALS

All Proposals must be sealed and received to the City of Scranton, Office of the City Controller (via mail, courier service such as Fed Ex or UPS, or hand-delivery only) no later than **10:AM on April 10, 2019** at the following address:

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

ATTN: Roseann Novembrino, City Controller

The sealed envelope must be marked "**Proposal for Utility and Telecommunication Audit Services**".

### 4. PROPOSAL REQUIREMENTS

**A. General** - Proposals shall be submitted on the company letterhead and signed by the owner or executive officer of the firm. Interested firms should have at least five (5) years' experience.

**B. Executive Summary** - Provide a brief non-technical overview of the Respondent's business including the range of services offered. Respondents should demonstrate how and why their

services meet the City's needs and qualification requirements.

- C. Company Profile** - Provide a history of the business and resumes of key staff to be involved in all aspects of the utility audit process. This shall include both the company's history providing utility audit services generally as well as its experience providing such services for cities and other public entities.
- D. Proposed Fee** - Respondents must specify their proposed fee for the performance of all utility audit services. The proposed fee shall be a commission, expressed as a percentage of total savings achieved by the utility audit, or a flat fee, or a combination of both methods of compensation. The commission and or fee shall be the only amount paid by the City of Scranton in connection with the utility audit. The award may or may not be made to the firm with the lowest cost.

**Note: The amount of the proposed commission shall not exceed 25% of total savings achieved by the utility audit.**

- E. Required Documentation** - Each respondent shall execute and submit the following documents as part of their formal proposal:
- a) One (1) Original and Three (3) Copies of the Proposal
  - b) Proposal Checklist
  - c) Acknowledgement and Completion of Addenda Affidavits
  - d) Officers Certifications and Representations
  - e) Certification of Non-Debarment, Suspension, Ineligibility, and Voluntary Exclusion
  - f) Statement of Corporate Ownership
  - g) Pennsylvania Business Registration Certificate
  - h) Certificate of Insurance

Failure to provide any of the above documentation at the time of submission may be considered a fatal defect warranting rejection of the proposal.

- F. Insurance-** Respondents shall possess the following insurance coverages:

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

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

### 5. PROPOSAL REVIEW

A. All proposals will be reviewed in accordance with the City's evaluation criteria, which is based on the following table:

<b>Categories</b>	<b>(Weighting, Maximum Points)</b>
Qualifications and experience providing utility audit services generally	30
Experience providing utility audit services to cities	30
Capability to provide the full scope of requested services	20
Reasonableness of proposed fee(s)	20
<b>TOTAL</b>	<b>100</b>

## 6. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

#### J. AUTHORITY

The Business Administrator, as the designee of the Mayor, has the sole responsibility to respond to inquiries regarding the Request for Qualifications Proposal.

#### K. COMPLIANCE WITH LAWS

The firm selected shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract. If applicable, the firm selected shall also maintain any licenses issued by the City and/or its third party, including, but not limited to licenses to perform electrical, plumbing, HVAC, construction, etc. and be in good standing with all City departments and its affiliates. Failure to maintain required licenses and be in good standing may result in bid disqualification and/or voiding of any contract that may result therefrom.

#### L. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements. Failure to be in compliance with City of Scranton local tax requirements may result in bid disqualification and/or voiding of any contract that may result therefrom.

#### M. CONTRACT TERMINATION

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

#### N. CONTROLLING LAW

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

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

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

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

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

contract.

#### Q. INDEMNIFICATION

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

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

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

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

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

#### S. 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 received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with

affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess
- (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: \_\_\_\_\_

**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 10, 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:** \_\_\_\_\_

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Roseann Novembrino

City Controller

City of Scranton

340 North Washington Avenue

2<sup>nd</sup> Floor

Scranton, PA 18504

NAME OF FIRM: Troy & Banks, Inc.

CONTACT PERSON: Thomas T. Ranallo, President

STREET ADDRESS: 2216 Kensington Avenue

CITY/STATE/ZIP: Buffalo, New York 14226

TELEPHONE NUMBER: 716-839-4402, ext. 1005

FAX NUMBER: 716-839-4452

EMAIL ADDRESS: tranallo@troybanks.com

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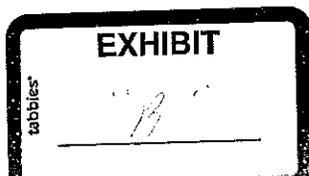
STREET ADDRESS: 2216 Kensington Avenue

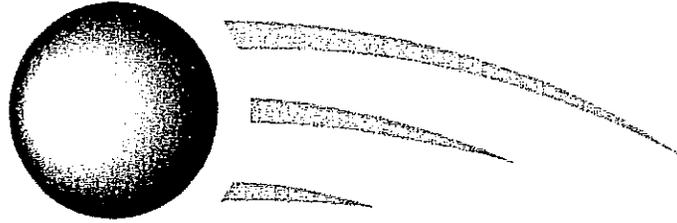
CITY/STATE/ZIP: Buffalo, New York 14226

TELEPHONE NUMBER: 716-839-4402, ext. 1005

FAX NUMBER: 716-839-4452

EMAIL ADDRESS: tranallo@troybanks.com





# TROY & BANKS

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## Request for Qualifications Proposal UTILITY AND TELECOMMUNICATIONS AUDIT SERVICES

**DUE: Wednesday, April 10, 2019**

**CONTACT:**

Troy & Banks, Inc.  
Thomas T. Ranallo, President  
2216 Kensington Avenue  
Buffalo, New York 14226  
(716) 839-4402 / (716) 839-4452 fax  
[tranallo@troybanks.com](mailto:tranallo@troybanks.com)  
[www.troybanks.com](http://www.troybanks.com)

## Table of Contents

- A. General
- B. Executive Summary
- C. Company Profile
- D. Proposed Fee
- E. Required Documentation
  - a. One (1) original and three (3) copies of the proposal;
  - b. Proposal checklist;
  - c. Acknowledgement and Completion of Addenda Affidavits;
  - d. Officers Certifications and Representations;
  - e. Certification of Non-Debarment, Suspension, Ineligibility, and Voluntary Exclusion;
  - f. Statement of Corporate Ownership;
  - g. Pennsylvania Business Registration Certificate;
  - h. Certificate of Insurance.

### **Attachments:**

City of Buffalo Street Light Overcharges Case Study  
City of Virginia Beach Case Study  
City of Buffalo Case Study  
City of Glens Falls Reference Letter  
City of Manhattan Beach Reference Letter  
City of Virginia Beach Reference Letter  
City of Pleasanton Reference Letter



**TROY & BANKS**  
*Utility and Telecommunication Consultants*

**A. General**

April 10, 2019

City of Scranton  
Office of the City Controller  
2<sup>nd</sup> Floor City Hall  
340 North Washington Avenue  
Scranton, Pennsylvania 18503  
ATTN: Roseann Novembrino, City Controller

***RE: Utility and Telecommunications  
Audit Services***

Dear Ms. Novembrino:

It is with great pleasure that Troy & Banks, Inc. ("T&B") offers to serve the City of Scranton ("City") at the same high level of service and professionalism that makes Troy & Banks the choice of thousands of government and private clients, many throughout the State of Pennsylvania.

We gladly submit this Response to the Request for Qualifications Proposal for Utility and Telecommunications Audit Services. Our purpose will be to provide the full range of utility audit services for the following utilities: telecommunications; electric; gas; water; sewer, and refuse.

Our review will determine whether erroneous charges have been imposed in the past. If overcharges have occurred, we will work with the utility provider to recoup refunds. T&B will also determine whether ongoing utility charges can be reduced by application of new rate schedules, rate options, or other billing adjustments. We will work with the utility providers to implement the rate changes and other billing adjustments we identify.

Troy & Banks, founded in 1991, is the nation's #1 utility and telecommunications auditing company, with over 15,000 clients served and over \$500 million recovered from utility and telecommunications overcharges, billing errors, meter defects, improper tariffs applied, charges for non-existent services identified and future savings achieved.

Troy & Banks is a privately held, independent energy and telecommunications consulting company with operations throughout the United States. We have extensive experience working with municipalities, counties, government agencies, school districts and businesses in the audit and analysis of utility and communications systems.

**Corporate Offices:**

**BUFFALO - NEW YORK**  
2218 Kensington Avenue  
Kensington at Saratoga  
Buffalo, NY 14226  
(800) 489-8599  
(716) 839-4402  
Telefax (716) 839-4452

**Branch Offices:**

**ARIZONA**  
10641 East Arbor Ave.  
Mesa, AZ 85208

**CALIFORNIA**  
398 E Carob Ave.  
Fresno, CA 93654

**FLORIDA**  
11048 Main Sail Dr.  
Ft. Lauderdale, FL 33026

2330 Warbler Circle  
Lakeland, FL 33810

7670 Taft Street  
Pembroke Pines, FL 33024

**GEORGIA**  
P.O. Box 923474  
Norcross, GA 30010

**NEW YORK**  
2121 Hillside Ave. #93  
Long Island, NY 11040  
(516) 746-0992

4764 Summerhurst Dr.  
Liverpool, NY 13088

**OREGON**  
21370 Serango Dr.  
West Linn, OR 97068

**CANADA**  
129 Elme Street  
St. Catharines, ON L2N 6A1  
(416) 203-8345

**e-mail:**  
save@troybanks.com

**internet address:**  
www.troybanks.com

Among its over 15,000 clients, T&B has successfully performed utilities audits for the United States Postal Service, Amtrak, JPMorgan Chase, New York Stock Exchange, Procter & Gamble, Port Authority of New York and New Jersey (including JFK Airport, LaGuardia Airport, Newark Liberty Airport, all New York City tunnels, docks, warehouses and the new World Trade Center building – Liberty Tower), and hundreds of cities, counties and public school districts, and universities.

Just since January 2018, Troy & Banks has recovered over \$497,000 from auditing the utilities and telecommunications bills for various cities throughout the United States. Some current city clients include Clayton, Lafayette, Lake Forest, Manhattan Beach and Montebello CA; Evansville IN; Parkville MO; Elizabeth NJ; Amsterdam, Hornell, Ithaca, Lockport, Newburgh, Olean and Rome NY; York PA; Colonial Heights, Newport News, Poquoson, Suffolk and Virginia Beach VA; and, Morgantown WV.

*Troy & Banks' proprietary methodology combines full data review with extensive "on the ground" inventory and if necessary, inspection of a city's utility infrastructure including meters, transformers, back-ups, switches, lighting and a comprehensive of all a city's facilities. Troy & Banks believes it is the only firm in the United States that engages in this "dig deep" methodology.*

The result is an outstanding track record of delivering actual cash refunds and cash credits to cities, counties, school districts and other government customers plus substantial and *verified* (not theoretical) future savings. (We are aware of the "base line" theories used by other companies to "project" savings that are never actually realized.) Troy & Banks thoroughly documents and proves actual savings – not theory.

Of note is the fact that Troy & Banks has achieved excellent results for its municipal clients in the area of street lights – an often-overlooked and difficult-to-identify source of overcharges and incorrect billings. To identify these errors, unlike any other provider in this field, Troy & Banks conducts on-the-ground inventory and inspection of all city street lights. An example: Troy & Banks obtains a refund of over \$1.2 million for the City of Buffalo NY after confirming over 3,500 street lights were charged but no longer existed. Please see the attached "City of Buffalo NY Street Light Overcharges" case study.

T&B is an S-Corporation incorporated in 1994. Headquartered in Buffalo NY, we have branch offices in six other states. Troy & Banks, Inc., is qualified to do business in the State of Pennsylvania by the Pennsylvania Secretary of State (PA Entity #: 6849038). We do not utilize sub-consultants.

***Minimal Staff Time:*** An audit by Troy & Banks involves very little involvement on the part of the City after we have obtained the initial paperwork. To initiate a review, the City will simply provide us with one copy of each bill for every utility (telecommunications; electric; gas; water; sewer, and refuse) service invoice issued to the City for the purpose of securing

refunds for overpayment of utility costs. Troy & Banks is capable of extracting the necessary billing detail electronically. Our auditors will review the utility billing history for the previous four (4) years as per the State of Pennsylvania Statute of Limitations.

*Unlike other firms that offer "utility billing services," Troy & Banks actually cross-checks the billings against actual physical inspection and inventory of a city's facilities.*

Our auditors will implement our sophisticated and proven audit techniques on your historical billing in search of recovery and savings opportunities. Once errors are found, we will implement the necessary changes and recover overcharge refunds due as you approve them. We will monitor the accounts to verify that all changes are executed and refunds or credits are issued to the City. Troy & Banks is only compensated from the amount of the refund or credit in the costs of service; we do not add to your overhead.

*All refunds and credits are issued in the name of the City, not Troy & Banks. We do not "handle" your money. Our fee for refunds is paid from funds you receive in refunds.*

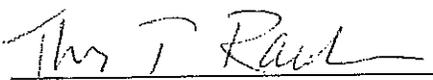
Troy & Banks is completely familiar with the rates, tariffs, rulings and regulations of the Pennsylvania Public Utility Commission, the rate structures of the various telecommunications operators, data transmission companies and related utilities providers. *This in-depth knowledge of Pennsylvania allows Troy & Banks to offer a comprehensive utility and telecommunications cost audit.*

We are confident that the City of Scranton, Pennsylvania will conclude that our firm is the most experienced and qualified firm to conduct the Utility and Telecommunications Audit Services.

Troy & Banks understands, agrees with and accepts the scope of services and accepts all other requirements, obligations, terms, and conditions set by the City for the audit services. Our cost proposal will remain valid for a period of at least 180 days.

I appreciate the opportunity to submit the enclosed proposal for your review. I can be reached at 1-800-499-8599, ext. 1005. Thank you.

Sincerely,  
TROY & BANKS, INC.

BY:   
Thomas T. Ranallo, President

TTR/mbp

## **B. EXECUTIVE SUMMARY**

Troy & Banks, Inc. is a professional cost management and consulting firm specializing in solutions to reduce utility (electricity, gas, water, sewer, propane) and telecommunications expenses. Troy & Banks' services include invoice audit and verification, rate analysis and optimizations, negotiation and procurement, and other related utility and telecommunications cost recovery, management and consulting services.

Troy & Banks is the nation's leader in auditing and reviewing government utility costs, billings, infrastructure and telecommunications. Since 1991, T&B has partnered with over 15,000 clients throughout the United States including over 2,500 cities, towns and villages; 2,000 public school districts; 1,000 colleges/universities; 1,000 hospitals; 500 library systems and more than 1,500 state agencies. As you will see, the size of the institution has never presented an obstacle for Troy & Banks.

T&B is committed to ensuring a timely and successful completion of every audit undertaken. All our audits are monitored by an audit coordinator and tracked in our database. This helps to ensure that all audits are progressing smoothly. T&B also has a team dedicated to following up on requests for billing history, as well as claims submitted on your behalf, ensuring that requests for information and claims are responded to promptly.

The utility and telecommunications audit program, as envisioned in the scope of services, consists of at least past cost recovery services and future cost containment services. We will provide a full range of utility audit services for the following utilities: telecommunications; electric; gas; water; sewer; and refuse.

The Scope of Services will include, but not be limited to, the following:

- a. Conduct an extensive technical analysis of all utility rates, schedules, metering, and bills;
- b. Identify any utility overcharges, obtain refunds of any overpayments, and correct errors that resulted in the overcharges; Negotiate with the City's utility companies where applicable and within the scope of contractual requirements;
- c. Obtain the proper utility rates;
- d. Review the City's utility contracts and service agreements;
- e. Submit recommendations for all possible savings to ensure the City is paying the lowest possible amount for utility services based on industry and usage;
- f. Establish and review pre-opening rates.

To obtain the information necessary **to assess accuracy of billing and charges**, Troy & Banks conducts inspections of City facilities, meters, transformers, and all related equipment (if deemed necessary, we will conduct actual physical inspections) including a physical inventory and examination of all street lights in the City.

Without these thorough inspections, it is not possible to gain an accurate view of the City's facilities and what is it being charged for. Troy & Banks believes it is the only firm in the United States that conducts such thorough inspections.

At a minimum, T&B shall identify errors related to:

1. Meter reading errors
2. Rates not in accordance with the City's contracts
3. Charges billed for incorrect or nonexistent equipment
4. Meter malfunctions types
5. Incorrect meter installed by the utility company
6. Clerical errors in bill computation
7. Wrong factors applied
8. Incorrect tax charges

In addition to error detection, T&B will analyze rates and provide recommendations to reduce on-going costs. We will identify possible cost saving recommendations that will result in reduced expenses primarily through the identification of alternate tariffs and rates that may be available. Cost-savings recommendations are always subject to the review and approval of the City prior to implementation. Cost savings recommendations may include, but are not limited to:

1. Alternate rates and riders offered by existing suppliers that may result in lower costs
2. Combination or splitting of meters for billing purposes
3. Correction of power factor penalties
4. Negotiation of special contracts to eliminate punitive clauses

Troy & Banks will provide a written report that identifies and describes the basis for any refund and on-going reduction of charges. The report shall include possible cost savings recommendations that would result in reduced expenses for the City. At a minimum, the report will include:

1. Utility bills reviewed and evaluated
2. Refunds due to the City
3. Current list of all accounts/meters will include: buildings/facilities covered under utility franchise agreements. Listing at a minimum, facility name, address, utility usage, meter numbers, account numbers, total annual cost by meter, and general usage information.
4. Correspondence from utility providers agreeing to amounts of the refund due to the City, and methods to be used to refund money owed the City.
5. Recommendation and guidance on industry best practices for utility bill intake, processing, data entry, and record keeping.
6. User-friendly guide to identify common utility billing errors for each type of utility bill reviewed by City staff for training purposes.

T&B will audit invoices from and payments to your utilities suppliers. The audit will include a review of all applicable tariffs and riders. Our audit will ascertain whether the invoices are accurate and appropriate under tariffs and regulations. Our specialized

rate analysis data bank is designed to check for billing errors. If overbilling has occurred, we will prepare a claim letter, document our findings, and forward to the service providers requesting reimbursement plus interest.

Once discrepancies or potential changes to accounts are identified, Troy & Banks prepares a claim letter for the utility provider, documenting our findings. If necessary, we then personally follow up with each utility provider to ensure that the changes specified have taken place. We then continue to monitor your accounts to ensure that the billing errors have stopped, and the appropriate changes were implemented.

### C. COMPANY PROFILE

An intricate part of Troy & Banks' success is the implementation of a "team approach" of specialists. Our staff has accumulated over 300 years of combined professional, "in the field", auditing and consulting experience. What distinguishes our firm from others is our comprehensive staff which includes former utility and telecommunication company executives, managers and field personnel. Our regulatory consultants worked extensively at the New York State Public Service Commission (PSC) in both the utility and telecommunications divisions.

The T&B "team" has successfully produced the following work product for our clients:

- \* Negotiated over \$20 million in utility and telecommunication refunds
- \* Reduced our clients' expenses in excess of \$250 million
- \* Designed and negotiated over 75 specialized contracts
- \* Secured over two million dollars in payments for our clients through electric curtailment programs

Our consultants have:

- \* Served with various State Public Service Commissions
- \* Served as municipal account managers
- \* Testified in Public Service Commission rate case proceedings
- \* Executed over 1,000 electrical engineer site surveys
- \* Represented major industrial consumers with respect to natural gas transportation contracts, cogeneration development, electric and natural gas litigation, hydroelectric power allocations and international trade law enforcement
- \* Represented clients in a number of electric rate cases on a variety of avoided cost and rate matters
- \* Represented major corporations and associations with respect to telecommunication tariffs, contracts, and FCC regulatory matters

T&B has clearly assembled a first-class consulting team with a proven track record of success. Our firm will bring the knowledge, professionalism and expertise of our team to effectively and successfully handle all work required under this project. The team for the City of Scranton will consist of the following personnel, with others added as required:

#### THOMAS T. RANALLO, President and Owner

- Founder - Troy & Banks, Inc.
- 28 years of management experience in the utility and telecom-auditing fields
- Successfully negotiated over \$50 million in over billing refunds
- Successfully managed multiple site, multi-faceted audits for the following large clients: Port Authority of New York & New Jersey, AMTRAK, New York Stock Exchange, Bausch & Lomb, City of Albany, City of Buffalo, U.S. Postal Service - Northeast Region, M&T Bank, Niagara Frontier Transportation Authority, HSBC Bank, Buffalo and Rochester City School Districts, and Off-Track Betting Corporation - Capital & Western Region.

- He has had professional consulting training from the Center for Communications Management Information including courses in the following:
  - 1998 – *“Telecommunication Audit Secrets”* – Covering rules and regulations, options with competing providers and auditing essentials
  - 1999 & 2003 – *“Advanced Auditing Sessions”* - Covering frame relay technology, FCC’s de-tariffing order, traffic analysis essentials and precision auditing exercises
  - 2002 – *“Frame Relay Service and Billing”* - Covering frame relay technology
- Institute on Public Utility Law
  - 2006 – This continuing educational conference included sessions on Network Reliability and Security, status of Telecom Competition Three, Wind Energy, Fixed-Price Commodity Option, and Utility Land Use Issues

KEITH WIESE, Pre-Audit and Audit Coordinator

- Organize audit data
- Order utility and telecommunication histories and customer service records
- Coordinate the distribution of audit information to the appropriate auditors
- Perform follow-up work for the auditors
- Verify applicable credits and refunds
- 26 years with Troy & Banks

EDGAR FOSTVEIT, Regulatory Consultant

- 26 years with the New York State Public Service Commission, first as an investigator, and later as a hearing officer (15 years).
- Ruled on gas and electric complaints submitted to the Commission by consumers, and he is also experienced in tariff and Public Service Law.
- Served as a consultant for the Pennsylvania Public Utility Commission and Vermont Public Service Commission, and has provided frequent testimony in three states as either a staff member or consultant, in cases involving utilities.

Energy Team:

JUSTIN D. RAYBECK, Energy Analyst

- 15 years’ experience in the deregulated utilities industry
- Lead energy auditor conducting forensic audits of electric and natural gas accounts to identify billing errors and recover over-payments made by our clients to their vendors.
- Assist clients with the development of an energy purchasing strategy and competitively bid their accounts to identify the best possible product and price.
- Conduct detailed review of all monthly charges including rates, demand reads, taxes, riders, adjustments and special contracts
- Validate monthly charges against applicable rate cards, tariffs, and rate spreadsheets
- Identify billing errors and cost saving recommendations
- Report billing errors to utility vendors, requesting refunds
- Negotiate appropriate credits or refunds
- Prepare cost saving proposals for client approval
- Create Final Management Summary Report documenting refund and cost saving issues

- File complaints with the Public Service Commission
- Managed audits for clients such as:
  - United States Postal Service
  - City of Manhattan Beach CA
  - City of Buffalo NY
  - New York State Police Department
  - New York State Thruway Authority
  - City of Lafayette CA
  - City of Corona CA
  - City of Montebello CA
  - New York Stock Exchange
  - Onondaga-Cortland-Madison BOCES

KEITH TYSON, VP of Strategic Initiatives & Energy Services

- Client representative for major accounts such as General Electric, City of Buffalo, Erie County, Rockland County, Hanson Aggregates, Buffalo Public Schools, Western and Capital District Off-Track Betting Corporations, New York Racing Association, Inc., General Mills, and OxyChem; many municipalities, school districts, and manufacturers.
- Research analyst responsible for investigating accounts and working with senior auditors on claim development and resolution.
- Coordinator of Public Service Commission cases representing approximately 80 municipalities and numerous religious organizations. These resolved cases have returned over \$6 million in refunds and has provided thousands of dollars in future cost savings to these entities.
- Directs T&B's electrical Demand Response programs in New York (SCR) and nationally.

JAMES CAMPAGNA, Street Light Specialist

- 12 years' experience in the Street Lighting sector
- Prepares inventories of all street lighting accounts and verifies correct billing for each light
- Researches and identifies over-billings, preparing necessary supporting evidence for over-billing claims
- Prepares discrepancy claim letters, documenting the over-billing, as well as developing status reports
- Knowledge of tariffs for various utilities assures clients that they are being placed on the correct street light rate
- Managed Street Light Audits for clients such as:
  - Geneva City Schools, NY
  - City of Virginia Beach, VA
  - James City County, VA
  - City of Utica, NY
  - City of Buffalo, NY
  - City of Syracuse, NY
  - City of Olean, NY
  - Village of Royal Palm Beach, FL

RICK STAYCHOCK, Client Services – Street Light Auditor

- Undergraduate and Graduate education in Geography and Planning with GIS coursework
- Utilization of GIS technology to create digital street light map inventories with desired attributes and photography for municipal clients
- Researches and identifies over-billings to prepare supporting evidence for over-billing claims

- Prepares discrepancy claim letters, documents over-billing, as well as development of status reports
- Conducted Street Light Field Audits for clients such as: Manhattan Beach, San Diego and Pleasanton CA, Macon-Bibb GA, City of Huntington WV, and City of Allentown PA

JACK RANALLO, Consultant – Street Light Auditor

- Three years' experience in the Street Lighting sector
- Organizes GIS street light inventories
- Performed Street Light Audits for clients such as:
  - City of Allentown, PA
  - Town of Watertown, CT
  - Village of Great Neck, NY
  - Town of Holden, MA
  - City of Macon-Bibb, GA
  - City of San Diego, CA

LYNN WORKMAN KERWIN, Water Analyst

- Seven years' experience in the Water Auditing sector
- Reviews billing history, looking for excessive water consumption and spikes in water usage
- Researches and identifies over-billings, preparing necessary supporting evidence for over-billing claims
- Prepares discrepancy claim letters, documenting the over-billing, as well as developing status reports
- Knowledge of tariffs for various water agencies assures clients that they are being placed on the correct water rate
- Managed Water Audits for:
  - Port Authority of NY & NJ
  - St. Lawrence University
  - Virginia Beach Public Schools, VA
  - Suffolk County Community College
  - Isle of Wight County Schools, VA
  - Maidstone, Inc.

Telecommunications Team:

JOHN J. COYNE, Senior Auditor

- 25 years' experience as a telecommunication auditor
- Specializes in billing verification and IT Financial Management
- Handles more complex telephone service and billing complaints
- Worked for various telecommunications companies in marketing/sales and managing of installation and repair work

GARY L. SHARP, Senior Telecommunications Audit Manager

- Former New York Telephone employee
- 26 years' experience managing large scope telecommunication audits
- 27 years of private communications consulting
- Specialized in telecommunications consulting for numerous brokerage firms and financial institutions, including: Kidder Peabody, Shearson Lehman, Bear Sterns, First Boston, A.G. Edwards, and CBOE
- Successfully negotiated over \$20 million in over-billing refunds

Additional Support Staff:

The following individuals are responsible for the coordinating of office and support work. Their primary responsibilities in support of the audit process are records attainment and retention, data entry and management, application development and claim generation.

Ms. Jacki Minchen  
Ms. Molly Pancurak  
Mr. Christopher Smith

**Project Schedule:**

The schedule of the audit will be tailored to the needs of the City of Scranton. Typically, we follow a three-phase process - an organizational phase (phase 1), an audit phase (phase 2), and a claims resolution phase (phase 3). They are described as follows:

PHASE I — AUDIT SET UP (Approx. 45 days)

- Compile client information (including invoice copies, account lists, facilities list, contact information, and contracts)
- Order transcripts from investor-owned, municipal and cooperative utility and telecom providers
- Organize data for audit phase

PHASE II — DETAILED AUDIT/Audit Software (Approx. 2-8 weeks)

- Conduct detailed review of all monthly charges including rates, demand reads, taxes, riders, adjustments and special contracts
- Validate monthly charges against applicable rate cards, tariffs, and rate spreadsheets
- Identify billing errors and cost saving recommendations

PHASE III — REFUND CLAIM NEGOTIATIONS  
& COST SAVINGS IMPLEMENTATIONS (Approx. 4-8 weeks)

- Report billing errors to utility and telecom vendors, requesting refunds
- Negotiate appropriate credits or refunds
- Prepare cost saving proposals for client approval
- Provide Final Summary Report documenting refund and cost saving issues

In addition to Troy & Banks' utility and telecom management services, T&B handles commodity procurement for numerous municipalities, state agencies, public authorities, manufacturers and non-profit organizations and has been doing so for many years along with our bill auditing services for those agencies. T&B's energy procurement services team works together with our clients to develop a purchase strategy that fits the client's specific needs. Our knowledge of the marketplace and the products available will assist the City in making the best possible purchase of their energy. Due to our experience and reputation, suppliers are aware they need to provide the best possible price in order to compete for our clients' business.

The following is a general time schedule for the scope of work for the audit:

1. Analyze historical account billing for accuracy of charges for the utility vendors:
  - ✓ We will be able to start the audit immediately upon notification of award by the City. It will take approximately 30-45 days to obtain the historical account billing. As soon as account information is received, we will start the analysis. It will then take about two to eight weeks to conduct the audit of all monthly charges.
2. Prepare a written report to the City on any billing inaccuracies or discrepancies:
  - ✓ It will take about two weeks to prepare the written report on any billing inaccuracies or discrepancies following our detailed audit.
3. Prepare a written report on the recommended steps for the City to take to correct billing inaccuracies and procure refunds, if applicable:
  - ✓ We estimate about two weeks to prepare the written report on the recommended steps for the City to take, if applicable, following our analysis.
4. Prepare a detailed list of recommendations, including implementation plan and estimated cost savings for each recommendation:
  - ✓ T&B will prepare the detailed list of recommendations at the conclusion of our audit.
5. Assist the City in correcting billing inaccuracies, implementing recommendations and procuring refunds:
  - ✓ In general, it will take approximately six to eight months to assist the City in correcting billing inaccuracies, implementing recommendations and procuring refunds.

T&B will provide the reports over the course of the audit. Standard reports include: Credit/Refund Request, Claim Spreadsheet, Inventory Report, Report on Refunds and Savings, and Audit Summary. These reports will be provided on a regular basis as we obtain the information, generally monthly but can be altered as desired by the City.

#### **Experience:**

T&B is proud to note that our current municipality client list includes the Cities of Clayton, Lafayette, Montebello and Manhattan Beach CA; Evansville IN; Parkville MO; Elizabeth NJ; Newburgh, Olean, Amsterdam, Hornell, Rome, Lockport and Ithaca NY; Woodward OK; Colonial Heights, Suffolk, Newport News and Poquoson VA; and Lewisburg and Morgantown WV, to name just a few.

#### **References:**

City of Huntington, WV  
Ericka Hernandez Hostetter, Assistant City Attorney  
(304) 696-4480

City of Virginia Beach, VA  
Lyndon Remias, City Auditor  
(757) 385-5872

City of Pleasanton, CA  
Tina Olson, Director of Finance  
(925) 931-5402

City of Manhattan Beach, CA  
Cynthia Mickschl, Acting Revenue Services Manager  
(310) 802-5492

City of Buffalo, NY  
Kevin Kaufman, City Auditor  
(716) 851-5265

Please also refer to the Attachments section for case studies and reference letters.

### D. Proposed Fee

Troy & Banks standard compensation methodology encompasses the following:

1. City of Scranton, Pennsylvania ("City") engages T&B to conduct an audit or survey of the City's utilities (telecommunications, electric, gas, water, sewer, and refuse) services accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. T&B agrees to conduct such audit.
2. Overcharges – For any refunds, credits or rebates obtained by T&B for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations, T&B shall be paid 20% of all monies refunded or credited to the City.
3. Future Cost Reductions - For any reductions in future costs for water, gas, electric, and telephone services accounts resulting from T&B analysis, the fee is 20% of the amount saved each month for 12 months shall be paid to T&B. T&B will document actual monthly savings obtained by analysis of tariff cost applications.
4. T&B has made and makes no guarantee or assurance of any credit or refund amount or cost saving results.
5. **If the City of Scranton, PA does not receive refunds, credits, or reductions in future billings, there will be no fee for T&B services.** No monthly or annual fees will apply.

Troy & Banks auditors make sure that customers are only charged approved and agreed upon utility rates and service options. We research tariff options, billing histories, service classifications, rate changes, service option modifications, and contract changes. We uncover the mistakes that increase your operating costs. In some circumstances these mistakes have been ongoing for months or even years. We make sure those mistakes are corrected immediately to reduce your costs and secure any refunds due. Your refunds will include the overcharges plus all interest according to applicable laws and regulations.

T&B will issue invoices to the City when a refund and/or credit is seen on the bill or a check is sent to the City for the recovered amount. Our will specify all calculations, assumptions, and inputs used to determine on-going savings.

Further, T&B may also determine whether ongoing utility charges can be reduced by application of new rate schedules, rate options or other billing adjustments. T&B will work with the telecom providers to implement the rate changes and other billing adjustments it identifies.

### Futures Savings and Billing

For future savings, to measure the savings on which payments will be made, the existing bill which will be under the new rate or tariff will be recalculated using the old rate or tariff; the difference between the bill under the new rate or tariff and the bill recalculated under the old rate or tariff shall be the savings.

The fee to the City is based on the rate of savings. We will bill the City for 20% of savings over a 12-month period of time. Therefore, your fee to pay T&B is equal to a percentage of whatever the City saves over the course of the year.

**E. Required Documentation**

Please see the next pages for the following documents:

- a. One (1) original and three (3) copies of the proposal;
- b. Proposal checklist;
- c. Acknowledgement and Completion of Addenda Affidavits;
- d. Officers Certifications and Representations;
- e. Certification of Non-Debarment, Suspension, Ineligibility, and Voluntary Exclusion;
- f. Statement of Corporate Ownership;
- g. Pennsylvania Business Registration Certificate;
- h. Certificate of Insurance.

## Proposal Checklist

- ✓ A. General
- ✓ B. Executive Summary
- ✓ C. Company Profile
- ✓ D. Proposed Fee
- ✓ E. Required Documentation
  - ✓ a. One (1) original and three (3) copies of the proposal;
  - ✓ b. Proposal checklist;
  - ✓ c. Acknowledgement and Completion of Addenda Affidavits;
  - ✓ d. Officers Certifications and Representations;
  - ✓ e. Certification of Non-Debarment, Suspension, Ineligibility, and Voluntary Exclusion;
  - ✓ f. Statement of Corporate Ownership;
  - ✓ g. Pennsylvania Business Registration Certificate;
  - ✓ h. Certificate of Insurance.
  
- ✓ **Attachments:**
  - ✓ City of Buffalo Street Light Overcharges Case Study
  - ✓ City of Virginia Beach Case Study
  - ✓ City of Buffalo Case Study
  - ✓ City of Glens Falls Reference Letter
  - ✓ City of Manhattan Beach Reference Letter
  - ✓ City of Virginia Beach Reference Letter
  - ✓ City of Pleasanton Reference Letter

**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 or 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

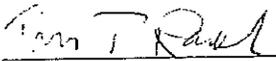
affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

- (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.

4/8/2019

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

NAME OF PROPOSER: Troy & Banks, Inc. \_\_\_\_\_

BY:  Thomas T. Ranallo

TITLE: 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:

4/8/2019

NAME OF PROPOSER:

Troy & Banks, Inc.

BY:

Thomas T. Ranallo Thomas T. Ranallo

TITLE:

President

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

STATE OF NEW YORK  
                  erie  
COUNTY OF Thomas T. Ranallo

, being first duly sworn, deposes and says that:

1. He is Owner

(Owner, partner, officer, representative or agent)

of Troy & Banks, Inc., 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 Thomas T. Ranallo Thomas T. Ranallo  
\_\_\_\_\_  
President

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 8th DAY OF April  
\_\_\_\_\_, 20 19

Molly B. Pancurak Molly B. Pancurak  
\_\_\_\_\_  
Notary Public / Office Manager  
(TITLE)

MY COMMISSION EXPIRES July 31  
\_\_\_\_\_, 20 22

MOLLY B PANCURAK  
Notary Public, State of New York  
No. 01PA4813452  
Qualified in Erie County  
Commission Expires July 31, 2022

**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**

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

I, Thomas T. Ranallo  
Troy & Banks, Inc.

Signature: *Thomas T. Ranallo*

**Officers Certifications and Representations**

Troy & Banks, Inc. represents and certifies as part of its offer that it operates as a S-Corporation incorporated in the State of New York.

TROY & BANKS, INC.

BY: Thomas T. Ranallo  
Thomas T. Ranallo, President

**Certification of Non-Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Troy & Banks, Inc. certifies, to the best of its knowledge and belief, that:

1. The Offeror and/or any of its Principals:
  - Are not at present debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental or municipal agency.
  - Have not, within a three-year period (or ever) preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any offenses.

TROY & BANKS, INC.

BY: Thomas T. Ranallo  
Thomas T. Ranallo, President

STATEMENT OF CORPORATE OWNERSHIP

Name of Organization: Troy & Banks, Inc.

Organization Address: 2216 Kensington Avenue, Buffalo, NY 14226

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  
 Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  
 For-Profit Corporation (any type)     Limited Liability Company (LLC)  
 Partnership     Limited Partnership     Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

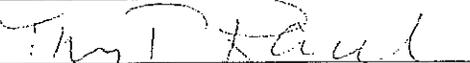
No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Thomas T. Ranallo	126 Southwedge Drive, Getzville, NY 14068

**Part III** Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Scranton PA is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Scranton PA to notify the City of Scranton PA in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Scranton PA to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Thomas T. Ranallo	Title:	President
Signature:		Date:	4/8/2019

**PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<p>Document will be returned to the name and address entered below.                  C T Corporation System C T Corporation System</p> <hr/> <p>Name                  4400 EASTON CMNS WAY STE 125, COLUMBUS</p> <hr/> <p>Address                  COLUMBUS                      OH                      43219</p> <hr/> <p>City                                      State                                      Zip Code</p>	<p>Foreign Registration Statement                  DSCB: 15-412                  (rev. 2/2017)</p>  <p>412</p>
---	--

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$250.00

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership                     | <input type="checkbox"/> Business Trust           |
| <input type="checkbox"/> Nonprofit Corporation           | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company       | <input type="checkbox"/> Limited Liability Limited Partnership   |   |

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

Troy & Banks, Inc.

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation: NY

4. The street and mailing address of the association's principal office.

2216 Kensington Avenue,                      Buffalo                      NY                      14226

Number and street                      City                      State                      Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

Number and street                      City                      State                      Zip

5. The (a) address of the association's registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

Complete part (a) OR (b) – not both:

(a)	2033 Enfield Lane,	Erie	PA	16509	Erie
	Number and street	City	State	Zip	County

OR

(b) c/o: \_\_\_\_\_  
 Name of Commercial Registered Office Provider County

6. Check one of the following:

- The association may not have series.
- The association may have one or more series.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

- The Foreign Registration Statement shall be effective upon filing in the Department of State.
- The Foreign Registration Statement shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
 Date (MM/DD/YYYY) Hour (if any)

8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

- The association is a limited liability company which is not organized to render any of the below professional service(s).
- The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)
 

___ Chiropractic	___ Dentistry	___ Law	___ Medicine and surgery
___ Optometry	___ Osteopathic medicine and surgery	___ Podiatric medicine	___ Public accounting
___ Psychology	___ Veterinary medicine		

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this \_\_\_\_\_ 7th day of March, 2019

Troy & Banks, Inc.  
 \_\_\_\_\_  
 Name of Association  
 Molly B. Pancurak  
 \_\_\_\_\_  
 Signature  
 Corporate Secretary/Office  
 Manager  
 \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2019

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> M & T Insurance Agency, Inc. 285 Delaware Avenue, Ste 4000 Buffalo NY 14202.	<b>CONTACT NAME:</b> Commercial Lines Department	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b> 855-595-4605
<b>E-MAIL ADDRESS:</b> CLServicing@mtb.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hartford Fire Insurance Co.		19682
<b>INSURER B:</b> Philadelphia Indemnity Ins Co		18058
<b>INSURER C:</b> Travelers Casualty Insurance Company of America		25674
<b>INSURER D:</b> Hartford Casualty Ins. Co.		29424
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** TROYA-1  
Troy and Banks, Inc.  
2216 Kensington Ave  
Buffalo NY 14226

**COVERAGES**      **CERTIFICATE NUMBER:** 1362581548      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			01SBAAN3261	10/6/2018	10/6/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA8L611707	10/6/2018	10/6/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01SBAAN3261	10/6/2018	10/6/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	01WBCGH3216	10/6/2018	10/6/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability			PHSD1339621	6/7/2018	6/7/2019	Aggregate Each Occurrence	2,000,000 2,000,000

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

<b>CERTIFICATE HOLDER</b>  City of Scranton City Hall 340 North Washington Avenue Scranton PA 18503	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for insured information (1a, 1b, 1c, 1d), entity information (2), carrier information (3a, 3b, 3c, 3d), and checkboxes for partner/officer inclusion.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law.

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? [ ] YES [X] NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kyle Samuel (Print name of authorized representative or licensed agent of insurance carrier)
Approved by: [Signature] 3/5/2019 (Signature) (Date)
Title: \_\_\_\_\_

Telephone Number of authorized representative or licensed agent of insurance carrier: \_\_\_\_\_

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

# Attachments



## Street Light Overcharges Recovered for City of Buffalo

---

**Client profile:** The City of Buffalo, New York stretches over 52 square miles and has a population greater than 250,000, making it the second most populous city in the state. With over 32,000 streetlights and electric bills exceeding \$16 million a year, Buffalo Comptroller Mark J.F. Schroeder looked for outside help from an experienced bill auditing company – managing a city’s extensive utility billing can require expert assistance. The City of Buffalo issued an RFP bid, which was subsequently awarded to Troy & Banks.

**The results:** Over the course of the street light portion of the audit, Troy & Banks found that the City of Buffalo was being charged for 3,500 street lights that did not exist. The disparity was a data entry error of the part on the city’s electricity provider, National Grid, which resulted in \$1.1 million in overcharges.

**The process:** Troy & Banks compared National Grid’s street light inventory with the city’s bill. An on-sight investigation followed; each street light location was visited and billing components were verified. This comparison revealed significant discrepancies. Troy & Banks then filed a claim on behalf of the city for a refund.

**Why T&B:** Troy & Banks is a contingency-based utility and telecommunications bill auditing company. As Comptroller Mark Schroeder stated on behalf of the City of Buffalo, “We don’t pay a dime unless we get money back...”

**Experience:** Troy & Banks has recovered over \$500 million for its clients and has performed over 10,000 utility audits in all 50 states. Some of its street light audit clients and their savings include: Town of Cheektowaga, NY - \$420,000, Town of Delwitt, NY – \$261,000, City of Buford, GA - \$76,000, Village of Royal Palm Beach, FL - \$21,000, and City of Virginia Beach, VA - \$16,000.

**“We don’t pay a dime unless we get money back...”**  
- Mark Schroeder,  
City of Buffalo  
Comptroller

**Over  
\$1.1 million  
recovered for  
the City of  
Buffalo, NY**

**Street light costs  
amount up to  
40% of  
municipalities'  
energy bills. Are  
you paying for  
more lights than  
you should?**

More testimonials can be found at [troybanks.com](http://troybanks.com).



# Troy & Banks Case Study: City of Virginia Beach

## Utility & Phone Audit Reveals Refunds & Savings Opportunities

Troy & Banks Identifies Ways for City to Reduce Utility and Phone Bills



### Background

The City of Virginia Beach is the most populous city in Virginia, with 450,000 residents. With an annual budget that is in excess of \$1 billion, there are a lot of expenses to keep track of. To help, the city hired Troy & Banks to perform an audit of its utility and phone bills. "Ultimately, every unnecessary expense adds up," said City Auditor Lyndon Remias. "So no matter what the dollar amount is, we always want to make sure we are being good stewards of taxpayer dollars."

Troy & Banks undertook a review of every single utility and phone bill paid by the city, from electricity to natural gas to all telecommunications. Each bill and its corresponding billing/usage history was analyzed line-by-line for incorrect charges and potential savings opportunities.

### Wireless

Troy & Banks' review of the city's wireless accounts resulted in savings of nearly \$56,000, stemming from removal of unused/unnecessary devices. Troy & Banks also used plan optimization reports to analyze the wireless plans for each city department and determine where plan minutes could be pooled, producing an additional \$63,000 in savings.

### Landlines

Troy & Banks discovered a unique billing issue relating to the city's emergency communications account. The firm discovered that, in violation of its own tariff, the city's provider was not keeping an updated landline count for the city's E911 service. Correction of this error resulted in savings of \$24,000 and an additional \$75,000 in retroactive recoveries. Troy & Banks' discovery of this inaccuracy triggered an audit by the provider of all of its customers across the entire Commonwealth of Virginia.

### Electricity

Troy & Banks identified several erroneous demand reads by the city's electric provider, recovering refunds in excess of \$13,000. The firm also negotiated a contractual change on several city accounts to more closely align with actual electric consumption, resulting in over \$52,000 in annual savings.

### Street Lights

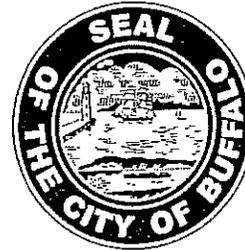
Troy & Banks also conducted several site visits and reviewed street lights throughout the city to determine correct billing for the city's street lighting account. Various issues, from lights not in field to wattage discrepancies, were identified, which produced an additional \$16,000 in refunds.

Troy & Banks' audit resulted in excess of \$300,000 in overall refunds and savings.

About Troy & Banks, Inc.: Since 1994, Troy & Banks, Inc. has saved its clients over \$500 million in utility and telecommunications costs. Other clients include: United States Postal Service, New York Stock Exchange, Amtrak, and the Port Authority of New York & New Jersey. Headquartered in Buffalo, N.Y., Troy & Banks, Inc. serves clients nationwide with representatives in several states. For more information, please call Troy & Banks at 1-800-499-8599 or visit [www.troybanks.com](http://www.troybanks.com).



## Troy & Banks Case Study: The City of Buffalo



### Overview

Stretching over 52 square miles of Western New York, the City of Buffalo has a population exceeding 250,000, making Buffalo the second most populous city in the state. Troy & Banks first contracted with the City of Buffalo in 1998 and multiple times since. The first audit in 1998 included a review of the City's \$30 million annual utility budget and resulted in settlements in excess of \$1.6 million. A large part of the negotiated settlement was refunds in the amount of \$966,000 for various overbilled streetlight districts.

### Gross Receipt Tax Audit

The City of Buffalo hired and engaged Troy & Banks to conduct a Gross Receipts Tax collection (GRT) from the utility and telecommunication providers. During the process of the collection of records it was discovered that National Grid had underpaid the City of Buffalo a couple years prior. This underpayment resulted in a refund correction of \$222,292.98 to the City of Buffalo. As Troy & Banks reviewed the refund, it was determined that National Grid owed the City another \$80,025.15 in penalties and interest, which National Grid tried to get a waiver of exemption from paying. Troy & Banks continued the audit and ultimately, National Grid acquiesced and returned the additional \$80,025.15 payment.

The total refund received was \$302,318.13.

### Cable Franchise Audit

Troy & Banks reviewed the City of Buffalo's Cable Franchise Agreement and payments previously received by the City from cable provider Time Warner. Over \$150,000 was identified in underpayments, penalties and interest that is owed to the City. In the midst of the audit, Time Warner was sold and Troy & Banks has had to navigate the refund process with the new company – Spectrum. We are currently working toward a resolution of the audit in 2017.

### Streetlight Audit

With over 32,000 streetlights and electric bills exceeding \$16 million a year, the City of Buffalo sought help from an experienced bill auditing company. Over the course of the forensic audit, Troy & Banks compared National Grid's streetlight inventory with the City's monthly bill. An on-sight investigation followed involving visiting each streetlight location and verifying the bills' components. Significant discrepancies were revealed in response to the audit.

Troy & Banks found that due to a data entry error on National Grid's behalf, the City of Buffalo was being charged for 3,500 nonexistent luminaries.

This error resulted in recovered overcharges of \$1,013,055.

**In response to Troy & Banks' audits, the City of Buffalo has recovered and saved over \$2,900,000 to date.**

Since 1994, Troy & Banks has saved its clients over \$500 million in utility and telecommunication costs. Headquartered in Buffalo, New York, Troy & Banks serves clients nationwide with representatives in several states.

save@troybanks.com • (716) 839-4452 • www.troybanks.com



January 8, 2019

Mr. Tim Mahoney  
TROY & BANKS  
31 Hidden Valley Road  
Rochester, NY 14624

Dear Tim,

On behalf of the City of Glens Falls, I would like to thank Troy & Banks for an outstanding job in performing the recently-completed streetlight, electric and telecom billings audit for our city.

The audit provided over \$73,000 in refunds from our utility vendors, and involved very little of our time in obtaining the desired results.

I found the Troy & Banks staff to be reliable, courteous and extremely knowledgeable when dealing with our utility vendors.

Since your fee structure is based on refunds generated to our accounts, we had nothing to lose when engaging with the audit.

I highly recommend the services of Troy & Banks to any municipality, company or organization looking to review past utility billings and future savings options.

Happy New Year,

A handwritten signature in black ink, appearing to read "S. Kasitch".

Susanne Kasitch,  
City Controller



City of  
**Manhattan Beach**  
CALIFORNIA



October 9, 2018

To Whom it may Concern:

The City of Manhattan Beach retained Troy & Banks Consultants to perform an audit of the City's energy and telecommunications accounts as well as conduct a streetlight audit. The process was completed by a team of professionals with individual expertise. Their findings resulted in overall savings of approximately \$60,000.00 annually. There were additional credits found for coding issues, such as tax exempt status, of a nominal amount.

Troy and Banks Staff was responsive and provided excellent communication throughout the audit process. They worked directly with our utility vendors to obtain information needed to conduct their analysis and were able to provide an on-sight team to conduct the streetlight audit and telecomm line inspections.

We would be pleased to recommend the services of Troy & Banks consulting to any agency that is looking to engage an audit consulting firm that will provide excellent results, thorough communication and ensure the financial interests of the agency are served.

If you have any questions or if you need further information, please feel free to reach out.

Sincerely,

Cynthia F. Mickschl  
Acting Revenue Services Manager  
[cmickschl@citymb.info](mailto:cmickschl@citymb.info)  
(310) 802-5492



# City of Virginia Beach

OFFICE OF CITY AUDITOR  
(757) 385-5870  
FAX: (757) 385-5875  
TTY: 711

VIRGINIA BEACH  
MUNICIPAL CENTER  
BUILDING 1, ROOM 344  
2401 COURTHOUSE DRIVE  
VIRGINIA BEACH, VA 23456-9012

November 22, 2017

Mr. Thomas T. Ranallo, President  
Troy & Banks, Inc.  
2216 Kensington Avenue  
Buffalo, NY 14226-4812

Dear Tom:

I would like to thank Troy & Banks on an exceptional job that you have performed on our telecommunication, utility and street light audits.

To date, your audit work has been very successful resulting in excess of \$300,000 in overall refunds and savings. The street light portion of the audit exposed various issues, from lights not in the field to wattage discrepancies which produced \$16,000 in refunds.

Your review of our wireless accounts resulted in savings of nearly \$56,000, stemming from the removal of unnecessary devices. Additionally, the plan optimization reports you analyzed allowed for \$63,000 in savings. Due to your discovery that our emergency communication provider was not keeping an updated landline count for the City's E911 service, we received \$24,000 in savings and an additional \$75,000 in retroactive recoveries. This discovery triggered the provider to conduct an audit of all its customers across the entire Commonwealth of Virginia.

Furthermore, we appreciate your assistance with the negotiation of our utility contracts which resulted in annual savings of \$52,000 and the refunds of \$13,000 that you were able to recover in response to several erroneous demand reads by our electric provider.

The process was simple and involved very little of our time and effort. I would highly recommend your services to any company or municipality as a potential source of additional revenue, as well as for future savings as a result of corrected billings.

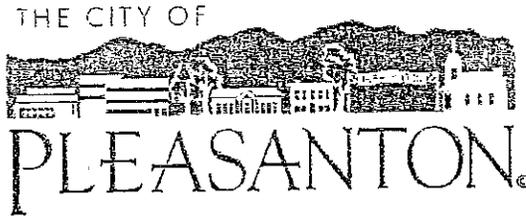
Mr. Thomas T. Ranallo, President  
Troy & Banks, Inc.  
November 22, 2017  
Page 2 of 2

Ultimately, every unnecessary expense adds up so no matter what the dollar amount is, we always want to make sure we are being good stewards of taxpayer dollars.

Sincerely,



Lyndon Remias  
City Auditor



February 17, 2016

Mr. Thomas T. Ranallo  
President  
Troy & Banks, Inc.  
2216 Kensington Ave.  
Buffalo, NY 14226

Re: Utility and Phone Audit

Dear Mr. Ranallo;

On behalf of the City of Pleasanton, I would like to thank you for Troy & Banks' work on our comprehensive utility and phone audit.

You were extremely meticulous in the audit of our utility and phone accounts. The audit to date resulted in reducing the City's telecom bills by \$275,000 over the next two years. These results are a testament to your company's thoroughness and expertise.

We were extremely pleased to realize such large savings. Thanks again for your hard work that produced the kind of results we had hoped for.

Sincerely,



Tina Olson  
Director of Finance

P.O. Box 520, Pleasanton, CA 94566-0802

Finance  
(925) 931-5400  
Fax: 461-6855

Human Resources  
(925) 931-5048  
Fax: 931-5488

123 Main Street

Information Services  
(925) 931-5083  
Fax: 931-5491

RECEIVED

JUL 16 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK



DEPARTMENT OF LAW

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

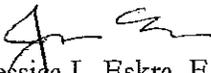
July 15, 2019

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND  
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A  
CONTRACT WITH TROY & BANKS, INC. FOR THE CITY OF SCRANTON  
UTILITY AND TELECOMMUNICATIONS AUDIT SERVICES FROM APRIL 30,  
2019 THROUGH MARCH 30, 2021.

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 HERBERT, ROWLAND & GRUBIC, INC. (HRG) FOR THE CITY OF SCRANTON STORM WATER PROJECT ENGINEERING SERVICES.**

**WHEREAS**, a request for Proposals was advertised for the City of Scranton Storm Water Project Engineering Services and two (2) 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 Herbert, Rowland & Grubic, Inc. (HRG) for the reasons provided in the attached Memorandum from the Business Administrator.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Herbert, Rowland & Grubic, Inc. (HRG) for the City of Scranton Storm Water Project Engineering Services.

**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 receipt of the Notice of Award until completion of the Project by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

HERBERT, ROWLAND & GRUBIC, INC. (HRG)  
P.O.BOX 504  
CLARKS SUMMIT, PA 18411  
PHONE NO. (570) 851-2804  
FAX (717) 564-1158

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 the City of Scranton Storm Water Project Engineering Services. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON  
STORM WATER PROJECT ENGINEERING  
SERVICES  
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 Herbert, Rowland & Grubic, Inc. (HRG) dated April 9, 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:

Table with 2 columns: TYPE OF INSURANCE and LIMITS OF LIABILITY. Rows include Workers' Compensation, Employer's Liability, Professional Liability, Comprehensive General Liability (including Blanket Contractual Liability Insurance), Bodily Injury, Property Damage, Personal Injury, Comprehensive Automobile Liability, Bodily Injury, and Property Damage.

- (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 date;
(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: \_\_\_\_\_

HERBERT, ROWLAND & GRUBIC, INC. (HRG)

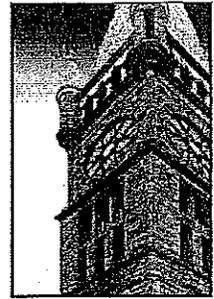
BY: \_\_\_\_\_

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

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

## BUSINESS ADMINISTRATION

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



SCRANTON

May 15, 2019

### **Memo**

To: William Courtright, Mayor  
Jessica Eskra, Solicitor  
Lori Reed, City Clerk  
Dennis Gallagher, Department of Public Works Director

From: David Bulzoni, Business Administrator

**Re: Engineering Recommendation for Storm Water Initiatives**

All,

The City of Scranton received proposals on April 12 for the execution of recommendations provided in the recently completed preliminary storm water analysis as well as compliance assistance with the City's MS4 permit renewal application. As noted in the Request for Qualifications Proposal document, with the sale of the sewer authority assets and the subsequent completion of the preliminary storm water analysis by Arcadis, a focus on compliance with the City's Municipal Separate Storm Sewer System (MS4) permit has elevated the need for assistance with City storm water initiatives to a heightened level of importance. At no other time during the approximate fifty-five years of the National Pollutant Discharge Elimination System (NPDES) regulations developed by the Environmental Protection Agency has the process for City of Scranton permit renewal been subject to this level of focus and scrutiny. The pollution reduction components of the application require a measure of detail not within the City's ability to respond adequately. Additionally, the formation of a storm water authority will become a significant factor in achieving compliance with those regulations and the intent of the permit.

As noted in the Request, the Commonwealth of Pennsylvania adopted Act 68 of 2013 facilitating the creation and funding of storm water authorities by local governments as a viable alternative to managing the NPDES regulatory requirements. The formation of a storm water authority is not the only viable alternative under general consideration and those various alternatives are noted in the preliminary storm water analysis. A viable method of addressing this issue, given the City's specific needs, is the creation of a storm water authority. As an extension of the authority concept, the City will be evaluating the merits of the formation of a regional or multi-jurisdictional authority versus a City specific authority. The engineering firm will assist with this evaluation. The degree of interaction with the Pennsylvania American Water Company and the impact on the prospective storm water

solutions will also require thorough evaluation. This situation is somewhat unique and the retention of an engineering firm with multiple layers of expertise will be critical in this formative process.

A review committee was created for proposal evaluation. The committee convened Thursday, April 18 to discuss the proposals and to provide a recommendation for approval. The committee consisted of the following individuals: David Bulzoni, City Business Administrator, John Pocius, City Engineer, and Don King, City Planner. Following an extensive review, the committee recommended the selection of Herbert, Rowland, and Grubic, Inc. (HRG). The recommendation was based, principally on the firm's experience with the development of both city specific and regional storm water utilities. HRG is the engineer of record for the Wyoming Valley Sanitary Authority Storm Water Division, which consists of thirty-two municipalities located in Luzerne County. The MS4 permit compliance requirements as well as the firm's experience working with pollution reduction plans are highlighted in the attachment and was a factor in the selection recommendation.

The following engineering firms, with associated costs, submitted proposals:

	MS4 Permit	Storm Water Authority
1. Arcadis	\$41,000	\$57,000
2. HRG	\$80,000	\$80,000

As noted , while each firm offers high levels of experience in storm water related projects, the most comprehensive regional storm water utility creation and development experience was found in the HRG proposal. Ultimately, the ability to secure this level of experience, as well as the local presence the firm brings, was an objective of the Request. As noted previously, HRG has worked extensively with the Wyoming Valley Sanitary Authority with the creation of its storm water division and has also been directly involved with county-wide storm water initiative in York County.

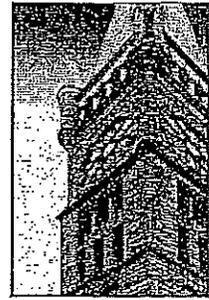
Arcadis has a lower cost proposal with some financial variables. The City has had experience with the firm. Arcadis completed the recently issued preliminary storm water analysis. The firm adequately completed a very difficult project; much information was compiled to create the analysis. Arcadis has also had measurable experience with storm water initiatives but has not had the breadth of experience with regional projects as HRG. This was a defining factor.

HRG offers a completely holistic approach to the storm water evaluation process. The principal team consists of in house personnel with significant planning and field experience. The firm has direct experience in not only developing storm water utilities but also the related fee programs. The firm is recognized an industry leader in storm water compliance and design, green infrastructure initiatives, and business advisory services, including the cost of service delivery and utility fees and rates.

**Therefore, Office of the Business Administrator, with assistance from the Proposal review committee, recommends the approval of the proposal submitted by HRG and the subsequent contract with the firm.**

Department of Business Administration

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



SCRANTON

April 12, 2019

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

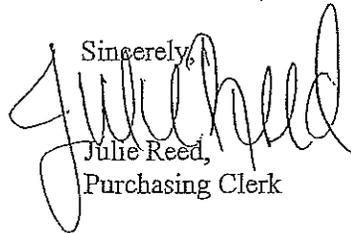
Dear Mr. Bulzoni,

This is to inform you that bids were opened on Friday April 12, 2019 in Council Chambers for the **City Of Scranton Storm Water Project Engineering Services**. I attached copies of the proposals submitted by the following companies:

Arcadis

Herbert, Rowland, & Grubic (HRG)

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.

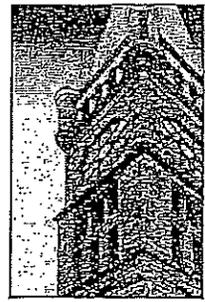
Sincerely,  
  
Julie Reed,  
Purchasing Clerk

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

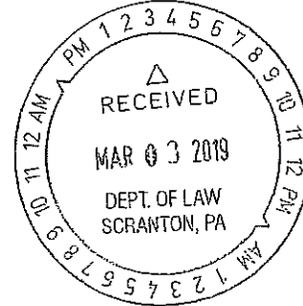
City Hall  
340 North Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 348-4118  
Fax: (570) 348-4225



SCRANTON

March 6, 2019

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



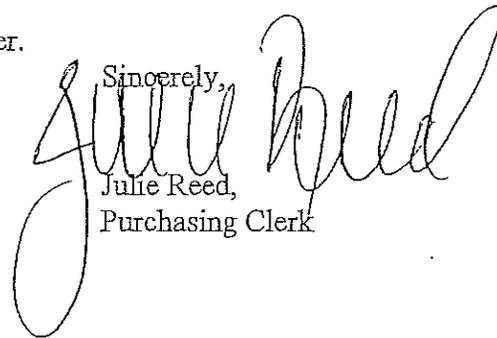
Dear Mr. Bulzoni

This is to inform you that proposals will be opened in City Council Chambers on Friday, April 12, 2019 for the following:

**City of Scranton  
Storm Water Project Engineering Services**

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 am. April 12, 2019, at which time such proposals will be opened in the City Council Chambers for the following:

**\*\* PLEASE NOTE THE CORRECTION OF THE CONTACT PHONE NUMBER\*\***

**570-348-4118 NOT 570-388-4118**

**CITY OF SCRANTON**

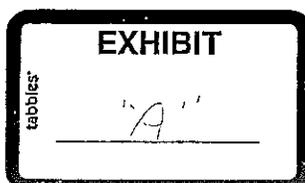
### **STORM WATER PROJECT ENGINEERING SERVICES**

Proposals shall be made according to the attached instructions and may be obtained at the City Purchasing Department, 340 North Washington Avenue, Scranton, PA 18503 and which may be had by bona fide prospective proposers. Copies can be requested by contacting the City of Scranton Purchasing Clerk, at [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov). Sealed envelopes containing the proposals will be received and identified by "City of Scranton Storm Water Project Engineering 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

Each proposal must be accompanied by a signed proposal, certificate of insurance, and signed Affirmative Action Certification, the Certificate of Non-Segregated Facilities, and the Non-Collusion Affidavit of Prime Bidder, and Disclosures by Firm or Contractor.



## PREAMBLE

Urban stormwater runoff is a significant and growing problem that impacts numerous communities throughout the U.S., including the City of Scranton and regional communities. Currently, urban pollutant runoff has been identified as a leading contributor to the degradation of urban water resources and increased chronic flooding. Considering the close tie of storms and wet weather to climate and resiliency, impacts related to stormwater runoff will become increasingly significant with the effects of a changing climatic regime and meeting the aging water infrastructure needs of our communities. According to the National Centers for Environmental Information (NCEI), the nation's scorekeeper for severe weather and climate events, in 2015, there were 10 major weather and climate disaster events in the U. S. with losses collectively exceeding \$ 10 billion. This does not account for the thousands of smaller storm events and affiliated nuisance floods that wreak havoc on local economies, while disrupting quality of life. Over 100 million acres of developed land exists across the U.S. today. Over one quarter of this developed space has been converted to impervious cover (rooftops, streets, driveways, etc.) generating high amounts of stormwater runoff that can overwhelm drainage and sewer systems, flood downstream properties and infrastructure, erode streams, and discharge a multitude of harmful pollutants, such as heavy metals, pesticides, oil, gasoline, grease, viruses, fecal bacteria, nitrogen, and phosphorus into receiving waters. Based upon historical census and land cover data, it is estimated that over 75 percent of existing impervious cover was built prior to 1990, which coincides with the promulgation of the first regulations governing stormwater management at the national level. The implication of this fact is that most urban landscapes across the U.S. are dominated by impervious areas that, coupled with increased runoff events, discharge increasingly higher volumes of nonpoint source pollutant runoff with little or no treatment. These areas will continue to generate greater impacts until treatment is provided.

## BACKGROUND

Increased stormwater runoff due to urban/suburban development has been identified by the US Environmental Protection Agency as the fastest growing source of water quality pollution – nationwide. Its impacts are worsened by the significant increase in localized flooding due to drastic changes in weather patterns across the country. In many cases, it is not only water quality that is diminished, but also water quantity. Clean fresh water is essential to all communities, and indeed, all life. Consequently, developed areas - counties, cities and towns - nationwide are not only faced with the unprecedented regulatory mandate to improve water quality, due to the adverse impacts of stormwater runoff and in many cases, combined sewer overflows, but also to improve mitigation and controls for flooding and other major impacts to community health and resiliency. This means retrofitting a significant portion of the developed area built prior to current stormwater water quality regulations in a timely manner – in accordance with permit conditions. Many jurisdictions are unable to meet these requirements in a timely and cost-effective manner due to a variety of challenges, including limited staffing capacity and burdens of traditional procurement and project-management practices. In general, the typical local government procurement, design and construction methods are not structured to process the magnitude of retrofit projects required in a timely and cost-effective manner. Furthermore, the increased long-term financial burdens of operating and maintaining a new stormwater water quality infrastructure cannot be fully known at this time. Stormwater management has been a significant challenge for many local jurisdictions. The City of Scranton

and other communities in the region have endured a significant amount of urban runoff which is ultimately discharged into local waterways, leaving rivers, streams, and larger waterbodies polluted and not meeting or attaining standards set under the Clean Water Act. Sources of this water pollution include runoff from impervious surfaces, such as roads, parking lots, and buildings (rooftops), in addition to residential lawns, local farms and air deposition. Traditional approaches to treating and managing this stormwater runoff have failed to meet this rising challenge.

On December 29, 2016, the Scranton Sewer Authority and the Pennsylvania American Water Company completed a sale of the authority assets to the company following the sale approval by the Pennsylvania Public Utilities Commission. With the sale of the sewer assets, a focus on compliance with the Municipal Separate Storm Sewer System, or MS4, the City of Scranton will assume responsibility for permit requirements associated with the renewal of the MS4 permit. The permit issuance is accomplished by complying with requirements of the National Pollution Discharge Elimination System. The City of Scranton is responsible for the submission of the MS4 permit renewal application. The existing permit expires on October 31, 2019.

In Pennsylvania, permitted communities must develop a Chesapeake Bay Pollutant Reduction Plan (CBPRP) and implement storm water management plans. For both large and small municipalities in Pennsylvania holding a MS4 permit, dealing with aging infrastructure and the potential for more stringent regulations has left many with the realization that collaboration is necessary in order to cost effectively address future regulatory changes and manage storm water related issues effectively. Storm water management in the City of Scranton has an additional layer of complexity since the City is comprised of both an MS4 and Combined Sewer System (CSS), which is owned and operated by the Pennsylvania American Water Company. Both the City and Pennsylvania American Water play an integral role in local efforts to improve water quality in the Lackawanna River and are under stringent federal and state requirements to do so.

The City of Scranton (also referred to as the "City") is seeking a statement of qualifications and actionable proposals (RFQ/RFP) from qualified engineering firms to provide a comprehensive version of a Design, Build, Finance, Operate, and Maintain (DBFOM) strategy through the construction of a regional authority to achieve and/or maintain compliance with the Clean Water Act (CWA) National Pollutant Discharge Elimination System (NPDES) as the administrator of a Municipal Separate Storm Sewer System (MS4) permit(s). As an administrator of the MS4 permits held by the incorporating municipalities, it is expected the Authority will develop a storm water plan of execution including best management practices (BMPs), to include the use of integrated green storm water infrastructure (GSI). All qualified parties are encouraged to respond. No firm submitting a proposal may make any inquiries or have any discussion with respect to this RFQ/RFP or the selection process to any City employee or official other than those designated as points of contact until final selections have been made. The Program will ideally be a maximum thirty month endeavor to better assist the City to implement the storm water solution to meet regulatory mandates for improving water quality, in addition to providing multiple community benefits and enhancements, supporting health, safety, education, employment and resiliency.

The City of Scranton was recently presented with preliminary storm water analysis prepared by the engineering firm Arcadis. Recognizing the complexities and costs associated with the permitting compliance process, the Commonwealth of Pennsylvania adopted Act 68 in 2013 facilitating the creation and funding of Storm Water Authorities by local governments. The City of Scranton seeks to identify the benefits of the creation of a regional municipal storm water authority under the Act.

Therefore, the intent of the Request for Qualifications Proposal is two-fold: Construct the optimal method of executing the storm water plan through the creation of a regional storm water authority; the secondary method of executing a storm water plan will be accomplished by the creation of municipal authority within the City jurisdiction if the regional authority is not feasible. Much of the preliminary analysis will support the creation of either a single jurisdiction or regional authority.

The City of Scranton is also soliciting proposals for a qualified professional engineering firm to draft a Pollutant Reduction Plan (PRB) as defined in the latest PA DEP PRP Instructions (Document 3800-PMBCW0100k) (attached), and a TMDL plan as defined in the latest PA DEP PRP Instructions (Document 3800-PM-BCW0200d) (attached) to meet the requirement of the final NPDES permit.

#### SCOPE OF SERVICES – MS4 Permit Renewal

The engineering firm will assist in the creation of the Pollutant Reduction Plans (PRPs) for stormwater discharges of nutrients and sediment to surface waters in the Chesapeake Bay watershed, and for stormwater discharges to local surface waters impaired for nutrients and/or sediment and as it pertains to City of Scranton MS4 permit requirements. The National Pollutant Discharge Elimination System (NPDES) Individual Permit Checklist is attached as an addenda item. The City will principally require assistance with the completion of numbers 6, 7, and 8 in the Applicant's Checklist. The scope of work shall include all work necessary to complete the PRB and TMDL plan in accordance to the DEP instructions referenced above and have them accepted by the Pennsylvania Department of Environmental Protection (DEP). Of particular importance will be mapping of the storm sewer shed as large areas of the City of Scranton drain to a combined sewage system covered under separate NPDES permits and shall be parsed from the Planning Area in order to calculate the actual or target pollutant loads that are applicable to the City of Scranton MS4 system as per Attachment A of the DEP PRP instructions. It is the intent of these plans to address all aspects of the above referenced instructions as well as the PA

DEP identified requirements and pollutant aggregation suggestions shown in the tables below. All mapping shall be provided to the City of Scranton in an ARCGIS compatible format.

MS4 Requirements Table:

MS4 Name	NPDESID	Individual Permit Required?	Reason	Impaired Downstream Waters Applicable TMDL Name	Requirement(s)	Other Cause(s) of Impairment
Scranton City	PAI32203	Yes	IP	Lackawanna River	Appendix A - Metals ph(4a) Appendix B - Pathogens (5) Appendix E - Siltation (5)	Flow Alterations (4c)
				Unnamed tributaries to Lackawanna River		Other Habitat Alterations
				Roaring Brook	Appendix A - Appendix B	Other Habitat Alterations
				Leggetts Creek	Appendix B - Appendix E	
				Unnamed tributaries to Stafford Meadow Brook Creek	Appendix B	Other Habitat Alterations
				Keyser Creek	Appendix A	Cause Unknown
				Chesapeake Bay Nutrient Sediment	Appendix D	

Pollutant Aggregation Suggestions for MS4 Requirements Table

MS4 Name	NPDESID	HUC 12 Name	Impaired Downstream Waters or Applicable TMDL Name	Requirement(s)
Scranton City	PAI32203	City of Wilkes-Barre- Susquehanna River	Chesapeake Bay Nutrients Sediment - Lackawanna River	Appendix A- Metals ph(4a) Appendix D - Siltation - Nutrients Appendix E - Siltation
		City of Scranton - Lackawanna River	Keyser Creek - Lackawanna River	Appendix A - Metals ph
		Grassy Island Creek - Lackawanna River	Roaring Brook	
		Lackawanna River -Susquehanna River		
		Roaring Brook		
		City of Scranton - Lackawanna River	Keyser Creek - Lackawanna River - Roaring Brook	Appendix B - Pathogens
		Grassy Island Creek - Lackawanna River		
		Leggetts Creek	Lackawanna River - Roaring Brook - Leggetts Creek - Unnamed tributaries to Stafford Meadow Brook Creek	
		Roaring Brook		
		City of Scranton - Lackawanna River	Chesapeake Bay Nutrients Sediment	Appendix D - Siltation/Nutrients
		Grassy Island Creek - Lackawanna River	Lackawanna River	Appendix E - Siltation
		Lackawanna River -Susquehanna River	Leggetts Creek	
		Roaring Brook		
		Lackawanna River- Susquehanna River Leggetts Creek	Lackawanna River Leggetts Creek	Appendix E - Siltation

### SCOPE OF SERVICES – Creation of a Storm Water Authority

The City of Scranton is seeking proposals from a qualified team with expertise in stormwater utility engineering and financial services to provide the City with a comprehensive solution for developing a regional storm water authority. The services will include the stormwater capital and financial needs necessary to establish a successful regional stormwater authority in designated areas of Lackawanna County. The City intends to award a contract to the team whose solution most closely meets the requirements defined in this request for proposal (RFP). The team’s ability to provide a clear project plan and approach towards the successful implementation of a stormwater authority are critical factors in the selection process.

The goal of this project is to develop a stormwater authority plan of execution that will incorporate the specific needs of the City defined in the Arcadis Preliminary Storm Water Analysis. The Plan will include the following:

- Development of a preliminary customer service model.
- Estimate potential costs to initiate and implement a stormwater utility.
- Development of a cost structure for operation and maintenance.
- Billing options.
- Identification of rate structure models to be considered.
- Provide matrix of proposed

services a stormwater authority would provide to the citizens of the region. • Provide a detailed report of required staffing levels based on the level of service. • Provide recommendations of approaches to include county wide services, watersheds, drainage districts and other methods and strategies to accomplish the identified drainage maintenance needs of the region. • Determine how permitted stormwater controls on existing commercial and residential properties would be affected. • Develop methods that would measure the effectiveness of the program. • Provide strategies to integrate a stormwater utility with the stormwater management techniques currently utilized per municipal storm water ordinances or legislation. • Recommended course of action.

The selected vendor will assist the City of Scranton in development and implementation of the regional storm water utility concept to meet the City of Scranton long-term stormwater management program needs. The selected firm will work with the City of Scranton to develop project phases for the study of and implementation of the stormwater authority, as either the regional or single jurisdiction approach. The Arcadis Preliminary Storm Water presentation is attached as an addendum to the Request.

#### SCOPE OF SERVICES – General

This section should include a general discussion of the proposer’s overall understanding of the project and the scope of work proposed. The scope statement should include all work from project inception to the completion of the study.

#### Company Background

Each proposal must provide information to include: i. How many years has your company been in business? ii. Please describe the ownership of your organization (Sole proprietorship, partnership, privately or publicly held corporation). If a corporation, please provide evidence that the firm is in good standing and qualified to conduct business in Pennsylvania. iii. What is the main focus of your firm? iv. How many stormwater authorities are you currently involved with providing assistance? How many of these are with cities in Pennsylvania? How many are regional authorities? Please provide examples. vi. Do you contract with a third party for services/resources? If yes, please describe. vii. Please provide an estimated schedule to complete the study.

#### Proposed Stormwater Utility Strategies

Description of Strategies- What are the proposed strategies or alternatives your team would investigate in a regional stormwater utility feasibility study? What methodology would be utilized to determine the preferred alternative?

#### Goals and Objectives

Proposers should clearly address how they would accomplish the goal of developing a stormwater authority that specifically

addresses the needs of the City and participating local government units.

#### Cost Proposal

Proposers should submit an estimate of project costs in the proposal. The proposer should also provide an hourly cost for the work since the Request has two distinct components. A maximum cost should be referenced in the proposal. Cost is not the principal basis for selection.

#### Professional References

Include other counties, municipalities or agencies that have used your services to develop or implement a stormwater authority plan. Experience with Pennsylvania municipalities will be extremely beneficial.

#### Exceptions to the RFP

All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of exceptions, the ramifications of the exceptions for the City, and the description of the advantages or disadvantages to the City as a result of exceptions. The City, in its sole discretion, may reject any exceptions or specifications within the proposal. Proposers may also provide supplemental information, if necessary, to assist the City in analyzing responses to this RFP.

#### Interpretations and Clarifications:

Requests for information or clarification of this RFQ must be made in writing and addressed to David Bulzoni, City of Scranton Business Administrator, at the address, or email address listed below, with email being the preferred method of communication. Please reference the RFQ page and topic: David M. Bulzoni, Business Administrator, City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 Phone (570) 348-4118, Email: [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). The answers to questions submitted that require a response will be available to all firms in the form of an addendum via email.

City of Scranton reserves the right to reject any or all respondents.

Any firm who has demonstrated poor performance during either a current or previous agreement with the City of Scranton may be considered as an unqualified source and their proposal may be rejected. The City of Scranton reserves the right to exercise this option as is deemed proper and/or necessary.

Employment category rate schedules, administrative function fees and associated unit costs may be considered as factors in determining contract award. All other factors will be equally considered.

Other factors include : Demonstrated prior experience and reputation of the proposer in the preparation of PRP/TMDL plans of similar complexity and reference checks of clients, past and present;

Overall qualifications, skills and experience of the consultants and the personnel to be assigned to this project;

The City of Scranton will issue an affirmation of approval to the selected firm. Final award is contingent on approval by Scranton City Council.

### General Conditions

**Insurance-** Respondents shall possess the following insurance coverages:

The proposer 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 \$1,000,000 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	

Bodily Injury	\$300,000 each person \$500,000 each occurrence
Property Damage	\$500,000 each occurrence

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

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

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

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

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

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

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

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

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

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

J. AUTHORITY

The Business Administrator, as the designee of the Mayor, has the sole responsibility to respond to inquiries regarding the Request for Qualifications Proposal.

K. COMPLIANCE WITH LAWS

The firm selected shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract. If applicable, the firm selected shall also maintain any licenses issued by the City and/or its third party, including, but not limited to licenses to perform electrical, plumbing, HVAC, construction, etc. and be in good standing with all City departments and its affiliates. Failure to maintain required licenses and be in good standing may result in bid disqualification and/or voiding of any contract that may result therefrom.

L. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements. Failure to be in compliance with City of Scranton local tax requirements may result in bid disqualification and/or voiding of any contract that may result therefrom.

M. CONTRACT TERMINATION

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

N. CONTROLLING LAW

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

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

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

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

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

#### Q. INDEMNIFICATION

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

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

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

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

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

#### S. TRANSFERS AND ASSIGNMENTS

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

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

**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 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 subcontractors 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/she 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 \_\_\_\_\_

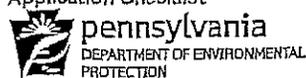
**Attachment D. Disclosures by Firm or Contractor**

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

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

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



NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
INDIVIDUAL PERMIT TO DISCHARGE STORMWATER FROM  
SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4s)  
CHECKLIST

APPLICANT'S ✓ CHECKLIST

Applicant Name

Check the following list to make sure you have included all the required information. Place a checkmark in the box provided for all items completed and/or provided. Failure to provide all of the requested information will delay the processing of the application.

ENCLOSE THIS CHECKLIST WITH YOUR COMPLETED APPLICATION.

	REQUIREMENTS FOR ALL DISCHARGES	Check ✓ If Included	DEP Use Only
1.	One original and two copies of the completed application (3800-PM-BCW0200b).	<input type="checkbox"/>	
2.	Application fee (\$2,500 for renewal, \$5,000 for new).	<input type="checkbox"/>	
3.	One original and two copies of the completed Waiver Application (3800-PM-BCW0100e), if applicable.	<input type="checkbox"/>	
4.	Stormwater map(s) (existing permittees) or topographic map(s) (MS4s with previous waivers and new applicants).	<input type="checkbox"/>	
5.	Memorandum of Understanding (MOU) or other written agreement with parties that will implement one or more BMPs, if applicable.	<input type="checkbox"/>	
6.	Chesapeake Bay Pollutant Reduction Plan (PRP), if applicable. (In addition, submit an electronic version or hard copy to DEP's Bureau of Clean Water).	<input type="checkbox"/>	
7.	PRP for Impaired Waters, if applicable. (In addition, submit an electronic version or hard copy to DEP's Bureau of Clean Water).	<input type="checkbox"/>	
8.	TMDL Plan, if applicable. (In addition, submit an electronic version or hard copy to DEP's Bureau of Clean Water).	<input type="checkbox"/>	
9.	Stormwater Management Ordinance (municipal applicants seeking renewed coverage only).	<input type="checkbox"/>	
10.	Stormwater Management Ordinance Checklist (3800-PM-BCW0100g), if applicable.	<input type="checkbox"/>	
11.	Standard Operating Procedure(s) (non-municipal applicants seeking renewed coverage only).	<input type="checkbox"/>	
12.	Complete application packages for each co-applicant (joint applications only).	<input type="checkbox"/>	

MS4 Name	MPDES ID	Individual Permit Required?	Reason	Impaired Downstream Waters or Applicable TMDL Name	Requirements	Other Cause(s) of Impairment
SCOTT TWP	PA1132242	Yes	IP	Lackawanna River	Appendix A-Metals, pH (4a), Appendix B-Pathogens (5)	
				South Branch Tunkhannock Creek	Appendix B-Pathogens (5)	
				Kennedy Creek	Appendix B-Pathogens (5)	
				Lackawanna Lake	Appendix E-Organic Enrichment/Low D.O. (5)	Mercury (Lakes) (5)
				Leggett's Creek	Appendix B-Pathogens (5), Appendix E-Siltation (5)	
				Chesapeake Bay Nutrients/Sediment	Appendix D-Nutrients, Siltation (4a)	Other Habitat Alterations (4c)
SCRANTON CITY	PA1132203	Yes	IP	Lackawanna River	Appendix A-Metals, pH (4a), Appendix B-Pathogens (5), Appendix E-Siltation (5)	Flow Alterations (4c)
				Unnamed Tributaries to Lackawanna River		Other Habitat Alterations (4c)
				Roaring Brook	Appendix A-Metals (4a), Appendix B-Pathogens (5)	Other Habitat Alterations (4c)
				Leggett's Creek	Appendix B-Pathogens (5), Appendix E-Siltation (5)	Other Habitat Alterations (4c)
				Unnamed Tributaries to Stafford Meadow Brook	Appendix B-Pathogens (5)	Other Habitat Alterations (4c)
				Keyser Creek	Appendix A-Metals, pH (4a)	Cause Unknown (5)
				Chesapeake Bay Nutrients/Sediment	Appendix D-Nutrients, Siltation (4a)	
				Chesapeake Bay Nutrients/Sediment	Appendix D-Nutrients, Siltation (4a)	
				Ackerly Creek	Appendix B-Pathogens (5), Appendix E-Siltation (5)	
				Lackawanna River	Appendix A-Metals, pH (4a), Appendix B-Pathogens (5)	
SOUTH ABINGTON TWP	PAG132208	No		Leggett's Creek	Appendix B-Pathogens (5), Appendix E-Siltation (5)	
				South Branch Tunkhannock Creek	Appendix B-Pathogens (5)	
				Unnamed Tributaries to Summit Lake Creek	Appendix B-Pathogens (5)	Cause Unknown (5), Flow Alterations, Water/Flow Variability (4c)
				Summit Lake Creek	Appendix E-Siltation (5)	Thermal Modifications (5)
				Unnamed Tributaries to Saint Johns Creek		Cause Unknown (5)
				Chesapeake Bay Nutrients/Sediment	Appendix D-Nutrients, Siltation (4a)	
				Keyser Creek	Appendix A-Metals, pH (4a)	Cause Unknown (5)
				Susquehanna River	Appendix A-Metals (4a), Appendix C-PCB (4a), Appendix A-pH (5), Appendix E-Siltation (5)	Flow Alterations (4c), Mercury (5)
				Lackawanna River	Appendix A-Metals, pH (4a), Appendix B-Pathogens (5), Appendix E-Siltation (5)	Flow Alterations (4c)
				Saint Johns Creek	Appendix E-Siltation (5)	Flow Alterations (4c)
TAYLOR BORO	PAG132205	No		Unnamed Tributaries to Saint Johns Creek		Flow Alterations (4c)
				Chesapeake Bay Nutrients/Sediment	Appendix D-Nutrients, Siltation (4a)	
				Keyser Creek	Appendix A-Metals, pH (4a)	Cause Unknown (5)
				Susquehanna River	Appendix A-Metals (4a), Appendix C-PCB (4a), Appendix A-pH (5), Appendix E-Siltation (5)	Flow Alterations (4c), Mercury (5)
THROOP BORO	PAG132253	No		Lackawanna River	Appendix A-Metals, pH (4a), Appendix B-Pathogens (5), Appendix E-Siltation (5)	Flow Alterations (4c)
				Saint Johns Creek	Appendix E-Siltation (5)	Flow Alterations (4c)
				Unnamed Tributaries to Lackawanna River		Flow Alterations (4c)
				Chesapeake Bay Nutrients/Sediment	Appendix D-Nutrients, Siltation (4a)	Flow Alterations (4c)
Lackawanna River	Appendix A-Metals, pH (4a), Appendix B-Pathogens (5)	Flow Alterations (4c)				
Eddy Creek			Flow Alterations (4c)			

**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 12, 2019**

**TO THE ATTENTION OF:**

Roseann Novembrino

City Controller

City of Scranton

340 North Washington Avenue

2<sup>nd</sup> Floor

Scranton, PA 18504



Herbert, Rowland & Grubic, Inc.  
Engineering & Related Services

AN EMPLOYEE-OWNED COMPANY

P.O. BOX 504  
Clarks Summit, PA 18411  
(570) 851-2804  
eFAX (570) 524-6779  
www.hrg-inc.com

April 24, 2019

Mr. David M. Bulzoni  
Business Administrator  
City of Scranton  
340 North Washington Avenue  
Scranton, Pennsylvania 18503

Re: City of Scranton  
Proposal for Professional Consultant for  
Storm Water Project Engineering Services

Dear Mr. Bulzoni:

Please find the enclosed Pollutant Reduction Plan (PRP) Experience sheet, per your request, that highlights our qualifications for preparation of the City's Plan.

**HRG realizes that Cost Effective Implementation is Key!** Upfront funding and streamlining implementation costs are important in dealing with new or expanded municipal authorities. HRG routinely brings financing solutions to our clients to lower cost and ease implementation road blocks.

In the case of WWSA, HRG assisted the authority in contracting with a team of leaders in the geospatial community to provide highly detailed and accurate impervious area mapping information, within a limited timeframe, for an efficient cost. In order to develop the impervious area dataset, state of the art remote sensing technologies and patented applications were utilized. This state of the art technology is not widely available and yielded the following benefits:

- Using these methods saved approximately \$1.9M compared to traditional methods.
- Data processing time was reduced by 12 months, enabling WWSA to start generating revenue at the beginning of 2019. This allowed for roughly \$7M in additional revenue to be generated; aiding in lower rates for property owners over the permit term.
- Due to the quality of the mapping, USGS purchased the LIDAR data from WWSA for its federal mapping database.
- The high accuracy of this data provides for engineering grade base mapping throughout the entire service area. This data was given to WWSA's member municipalities free of charge for any type of municipal design and construction projects.

Selection of HRG can yield benefits to the City and the region beyond the scope of services requested in the RFP. We routinely assist clients in forming partnerships with local, state and federal agencies for more cost effective implementation of stormwater utilities. This includes the provision of technical services from the United States Army Corps of Engineers (USACE) in support of implementing a Stormwater Utility in addition to the National Fish and Wildlife Foundation (NFWF). USACE has assisted our clients in gathering information and data for justification of the stormwater fee, stormwater system modeling, and condition assessment of stormwater facilities, pollution reduction planning, and the like. In the case of the other regional stormwater authority initiative's which HRG has supported, including WWSA and York County,

City of Scranton  
April 24, 2019  
Page 2

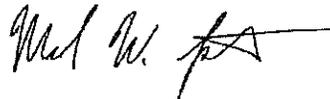
we have secured on-going multi-year technical assistance from USACE, which is done through a 50/50 partnership. These clients receive over \$500,000 in ongoing annual support to complete efforts such as stormwater infrastructure mapping and data development necessary to implement and sustain a regional authority.

HRG is passionate about sustaining local communities and we enjoy leveraging our relationships to ensure costs savings and that government subsidized funding are realized by our clients. For example, as an added service to WVSA over the two years we've worked together, **HRG's relationships provided \$3M in funding (for startup/non-construction costs) and \$7M in additional revenue.**

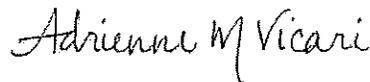
We hope you find the enclosed and above information helpful in your selection decision. As always, please don't hesitate to call me at **570-954-7589** (c) if you require any additional information.

Respectfully,

**Herbert, Rowland & Grubic, Inc.**



Mark W. Spatz, P.E.  
Project Manager



Adrienne M. Vicari, P.E.  
Financial Services Manager

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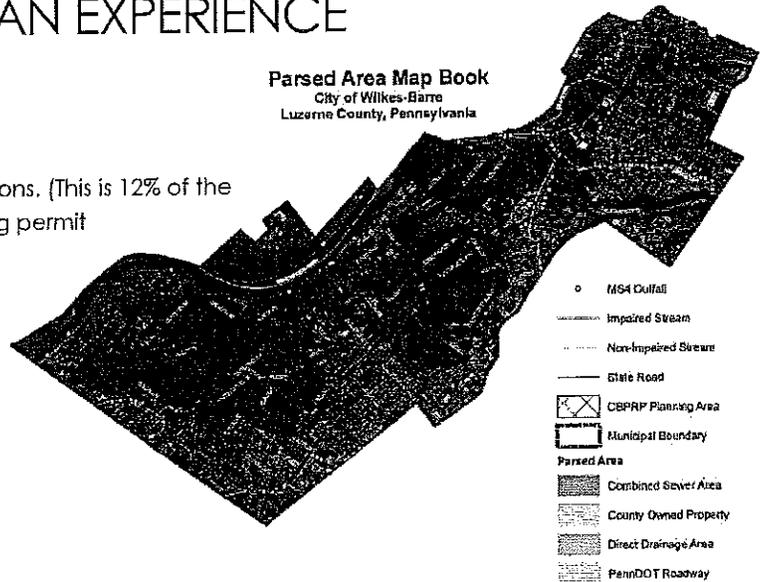
Enclosure

Pollutant Reduction Plan Experience sheet

## POLLUTANT REDUCTION PLAN EXPERIENCE

Over the last two years, HRG assisted:

- 106 municipalities with MS4 permit applications. (This is 12% of the total number of municipalities submitting permit applications across the State.)
- 99 municipalities with Pollutant Reduction Plans
- 92 municipalities with Chesapeake Bay Pollutant Reduction Plans
- 4 municipalities with TMDL Plans
- 8 municipalities with waiver applications



This includes more than 80 municipalities we brought together to participate in regional permit applications. Regional cooperation like this is expected to be a growing trend over the next few years, as municipalities struggle to address aging infrastructure and meet increasing regulatory requirements.

**HRG has been a statewide leader in regional storm water cooperation**, pioneering an approach that produces better water quality results at a reduced cost. Construction costs are lowered because cooperating municipalities receive credit for projects anywhere in the watershed. This allows them to choose fewer, more effective projects and bundle projects together to achieve economies of scale. It also gives them access to more publicly owned land for construction, reducing expensive land acquisition costs. Economies of scale lower long-term operations and maintenance costs, too, while cooperation gives communities more purchasing and borrowing power.

Three of our most significant regional partnerships are:

### Wyoming Valley Sanitary Authority

HRG worked with a coalition of more than 30 municipalities in Luzerne County to submit a regional approach to MS4 compliance, including Nanticoke City, Pittston City, and Wilkes-Barre City. It is the **second largest regional network for MS4 compliance in the State** and has been honored with both a Governor's Award for Local Government Excellence and a Governor's Award for Environmental Excellence. Under this model, the regional sanitary authority formed an intergovernmental agreement with municipalities throughout the county to serve as their MS4 Permit Coordinator, implement the region's Pollutant Reduction Plans, and take responsibility for operations and maintenance of storm water infrastructure. The authority will also collect a storm water fee to fund the improvements. Regional cooperation is projected to save participating communities millions of dollars over the next 20 years. Savings include:

- > 90% reduction in the cost of Pollutant Reduction Plan Preparation
- > 70% reduction in the cost of implementing Best Management Practices
- > More than \$200 million reduction in costs associated with operations, maintenance, and capital improvements through 2037

## [POLLUTANT REDUCTION PLAN EXPERIENCE]

### York County Storm Water Consortium

The York County Storm water Consortium is a partnership between York County, the City of York, and 45 other municipalities on a regional Pollutant Reduction Plan, making it the **largest collaboration of its kind in Pennsylvania**. This plan reduces sediment and other pollutants of concern in discharges to several impaired waters and the Chesapeake Bay. The planning area covers approximately 136,000 acres and encompasses portions of the county's four primary watersheds: Codorus Creek, Conewago Creek, Kreuz-Muddy Creek, and Yellow Breeches Creek. The regional pollutant reduction plan identifies 45 projects to be completed during the 2018 permit cycle that will reduce sediment loadings by 2,642,192 lbs/year. Regional cost-efficiencies, public-private partnership opportunities, grant eligibility, and other factors are anticipated to reduce this cost by more than \$2 million. The majority of sediment reduction will be achieved through streambank restoration. Other projects include detention basin/swale retrofits, tree plantings and riparian buffers, water re-use, wetland reconstruction, and infiltration Best Management Practices.

### Capital Region Water | Lower Paxton Township | Susquehanna Township

Lower Paxton Township, Susquehanna Township, and Capital Region Water (CRW) began collaborating on water quality for a joint TMDL strategy we developed for them and submitted to PA DEP in 2015. Both townships and the City of Harrisburg discharge to the Paxton Creek Watershed, which is subject to a sediment TMDL. As a result, each township and CRW has been assigned a sediment waste load allocation and is required to reduce sediment loadings by 35%. (CRW owns and operates an MS4 that drains a portion of the City of Harrisburg. The city also owns and operates an MS4, but the majority of its system drains to CRW's facilities, making CRW the primary party to reduce the city's storm water pollutants. Based on this successful collaboration and similar sediment reduction goals for the 2018 permit cycle, the entities embarked on a second collaboration for a Joint Pollution Reduction Plan that addresses requirements associated with the Paxton Creek TMDL as well as drainage to the Chesapeake Bay, Wildwood Lake, and an unnamed tributary to Spring Creek. (The latter two are impaired waters). This approach allows them to implement cost-effective BMPs in the locations that offer the greatest water quality benefit.

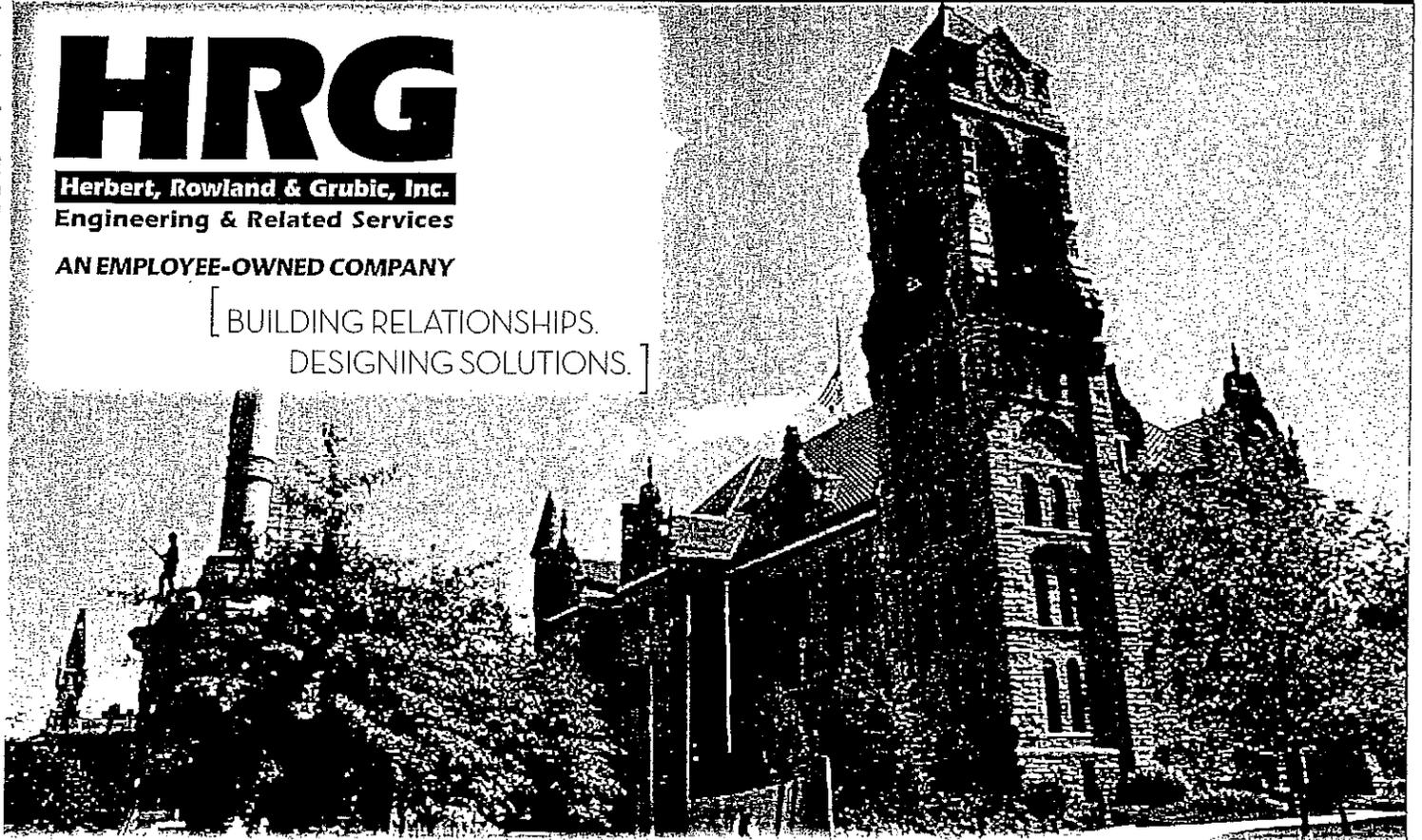
Modeling and field work confirmed that streambank erosion is the primary source of sediment in the joint planning area, so the plan emphasizes stream restoration projects as a solution. It proposes 16 Best Management Practices with a total sediment reduction of 2,699,906 lbs/year.

# HRG

**Herbert, Rowland & Grubic, Inc.**  
Engineering & Related Services

AN EMPLOYEE-OWNED COMPANY

[ BUILDING RELATIONSHIPS.  
DESIGNING SOLUTIONS. ]



## CITY OF SCRANTON

Storm Water Project Engineering Services

April 12, 2019

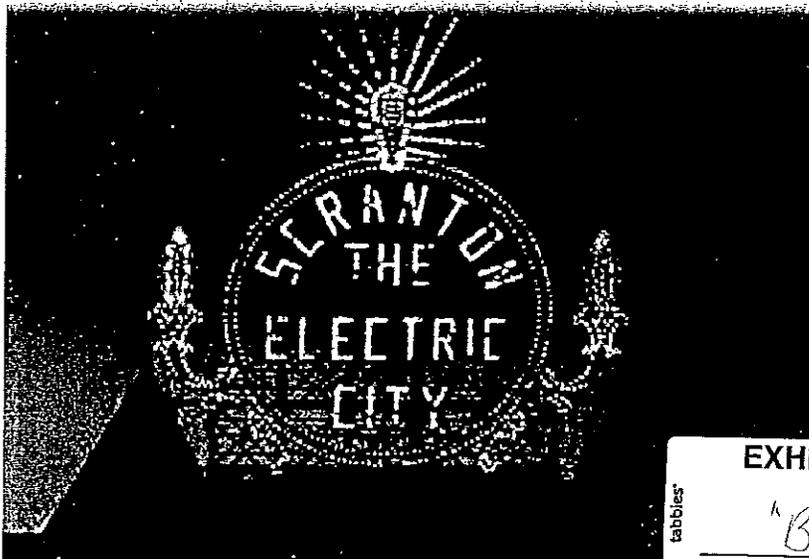


EXHIBIT  
tabbies  
"B"

# Request for Proposal City of Scranton

## Table of Contents

1. Cover Letter and Stormwater Management Questionnaire
2. Project Approach & Scope of Services
3. Company Background
4. Description of Strategies/Goals and Objectives
5. Financial Experience
6. Public Outreach and Education Experience
7. Stormwater Management Utility Experience
8. Professional References
9. Project Team
10. Cost Proposal and Schedule
11. Certificate of Insurance
12. Attachments A, B, C & D





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P.O. BOX 504  
Clarks Summit, PA 18411  
(570) 851-2804  
eFAX (570) 524-6779  
www.hrg-inc.com

April 12, 2019

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

Re: City of Scranton  
Proposal for Professional Consultant for  
Stormwater Project Engineering Services

Dear Ms. Novembrino:

In response to your Request for Proposals (RFP), Herbert, Rowland & Grubic, Inc. (HRG) is pleased to submit this proposal for a Professional Consultant to develop a Stormwater Authority Plan of Execution. Our work will include consideration as to the feasibility and benefit of a regional stormwater solution in the Lackawana region, stormwater programming to be offered, regulatory requirements, pollution reduction planning, cost and rate structures and effective implementation solutions. A complete project approach and detailed scope of services is enclosed.

**HRG is the most qualified** to serve the City of Scranton with this analysis, recognizing that there may be other engineering firms capable of providing technical assistance. We set ourselves apart from a *standard* engineering firm with our unique, stand-alone Financial Services division. We partnered with **Wyoming Valley Sanitary Authority (WVSA)** to successfully implement Pennsylvania's first regional stormwater approach for thirty-two (32) municipalities in Luzerne County; are currently working with Dauphin County on a feasibility study for County-wide stormwater management and have implemented stormwater fees benefiting over forty (40) municipalities in the Commonwealth.

HRG is a leader in considering the costs and benefits of regional stormwater authority implementation in Pennsylvania. With our unique focus on Financial Services; our local presence in Clarks Summit; our local engagements with assessments of this nature; HRG's depth of experience and staff as a mid-size engineering firm; and our emphasis on "*Building Relationships, Designing Solutions*", I'm confident **HRG is the BEST choice** to perform this work.

HRG has assisted new startup utilities/authorities throughout the Commonwealth of Pennsylvania. We **currently represent over 110 local governments and authorities in Pennsylvania, which is more than any other engineering consultant**. This yields us extensive experience with municipalities, utilities, municipal authorities, the Municipal Authorities Act, and an understanding of the concerns of Pennsylvania

residents (local). In addition, our project team has worked with over ninety (90) **municipalities in Pennsylvania with stormwater utility feasibility, implementation and/or regional stormwater management**. This experience and our technical ability enables us to understand the unique and sensitive challenges that accompany an analysis of this type, providing the best path to a successful business plan that is equitable for all the stakeholders in the community.

Our experience with Pennsylvania municipalities has shown us the true need for better stormwater management solutions. The state of aging stormwater infrastructure, coupled with costly regulatory requirements, has placed a financial and administrative burden on communities throughout the Commonwealth. Our clients are struggling and our project team is passionate about working hand in hand with local communities to find cost effective solutions to provide dedicated revenue streams which sustain municipalities while also lowering the cost burden placed on constituents. **The passion we bring in serving you is unmatched by our competition.**

In order to provide benefit to surrounding municipalities, time is of the essence in completing the feasibility study and pollutant reduction plan. In the case of WVSA, HRG effectively completed the regional stormwater authority feasibility study/business plan, pollution reduction planning and supported WVSA with the execution of thirty-one (31) intergovernmental cooperation agreements within nine (9) months of initial engagement. This schedule enabled WVSA and its partner municipalities to meet regulatory requirement deadlines. Similarly, the WVSA's stormwater division was fully operational within roughly two years of feasibility study commencement, providing municipalities with maximum support and cost savings in the new permit term.

We are eager to bring similar support to the City and surrounding community.

## **PROPOSAL STRUCTURE**

Enclosed please find the following:

- **Section 01: Cover Letter and Stormwater Management Questionnaire** – Summaries of our experience with similar projects and what sets us apart from other firms for these requested services.
- **Section 02: Project Approach & Scope of Services** - Description of the detailed services we propose to perform in response to the City of Scranton's request for a proposal relative to a Preliminary Stormwater Analysis and Authority Implementation, as well as the Pollutant Reduction Plan creation.
- **Section 03: Company Background** – Description of HRG's core service offerings, technical capabilities and client satisfaction summary.
- **Section 04: Description of Strategies/Goals and Objectives** – Explanation of HRG's alternatives analysis as part of the Feasibility Study & Execution Plan. Explanation of HRG's goals and objectives in response to the City of Scranton's request for a proposal relative to a Preliminary Stormwater Analysis and Authority Implementation, as well as the Pollutant Reduction Plan creation.
- **Section 05: Financial Experience** – Outline of HRG's Financial Services Division and support provided to enhance the affordability of projects implemented by HRG clients.

- **Section 06: Public Outreach and Education Experience** – Examples of HRG’s experience engaging the public to enhance project success.
- **Section 07: Stormwater Management Utility Experience** – Summary of HRG’s extensive stormwater management experience, similar work performed, and experience working with start-up authorities.
- **Section 08: Professional References** – Summary of HRG’s professional references for similar work and client testimonials.
- **Section 09: Project Team** – Overview of the organizational structure of the proposed Project Team, description of key team members’ roles and qualifications, and resumes of Project Staff engaged in the assignment.
- **Section 10: Cost Proposal and Schedule** – Outline of the Project Schedule and Compensation for Basic & Optional Services, General Provisions for Consulting and Design services, and listing of services which our proposal assumes will be provided by the City.
- **Section 11: Certificate of Insurance** – A copy of HRG’s Certificate of Insurance.
- **Section 12: Attachments A, B, C & D** – Copies of the following required certifications: Affirmative Action Certificate, Certificate of Non-Segregated Facilities, Non Collusion Affidavit of Prime Bidder, and Disclosures by Firm or Contractor.

**BASIS FOR PAYMENT**

HRG’s services and compensation will be provided on the basis of our General Provisions for Consulting and Design. Compensation will be at our hourly rates in effect at the time that the work is performed. Copies of our Hourly Rate Schedule, Billable Expense Schedule and General Provisions for Consulting and Design are included in the *Cost Proposal and Schedule* section of this proposal. We propose to complete this work on an hourly basis, plus reimbursable expenses for an estimated total compensation as follows:

<b>Breakdown of Basic Scope of Services &amp; Associated Estimated Fees</b>	
<b>Part 1: Feasibility Study</b>	
Feasibility Study	\$ 80,000
<b>Part 2: Pollutant Reduction Plan / TMDL Plan</b>	
Pollutant Reduction Plans (PRPs)	\$ 50,000
Storm Sewer Shed Mapping	\$ 20,000
Parsing of Regulated Facilities	\$ 10,000
<b>Part 2 Total</b>	<b>\$ 80,000</b>

Our policy is to render invoices monthly based on the time and expenses incurred. As described above, our fees will be based on work directly chargeable to the project. The magnitude of our fees will depend largely on the dynamic challenges encountered throughout the project and the amount of work undertaken by City Staff.

Our fee is based on our understanding of the assignment; however, our Scope of Services and associated compensation is open to discussion to meet the City’s specific requirements.

**AUTHORIZATION**

We have developed the above Scope of Services specifically with your needs in mind. To indicate your acceptance of these terms, and authorize the work to begin, please sign the statement of authorization below, return one original to our office, and keep the other original for your files.

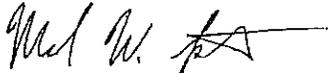
Should you have any questions concerning our proposal, including the Scope of Work, the cost, or the attached General Provisions, please feel free to contact me to discuss in greater detail. As always, we appreciate the opportunity to provide the City with professional services in this capacity and look forward to working with you on this project.

Respectfully,

**Herbert, Rowland & Grubic, Inc.**



Adrienne M. Vicari, P.E.  
Practice Area Leader – Financial Services



Mark W. Spatz, P.E.  
Project Engineer

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Enclosures

**ACCEPTED BY:**

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**CITY OF SCRANTON**

**TITLE**

**DATE**

**Proprietary Notice**

This proposal contains proprietary information regarding Herbert, Rowland & Grubic, Inc. and is a work product containing business sensitive materials. This proposal was prepared in response to your request for your specific project and no portion of this proposal may be shared with any other party.

## Storm Water Management Questionnaire

1. How many storm water utilities has the firm assisted in developing?

HRG is a leader in assisting Pennsylvania municipalities with the study, development and implementation of stormwater utilities and authorities. We assisted the **Wyoming Valley Sanitary Authority** in their regionalization efforts for 32 municipalities and currently provide Program Management of their Stormwater Utility. In addition, we have worked with York County completing the same assessment and recently completed this work for the Hemlock Farms Community Association (Pike) in regard to creating an authority for necessary stormwater improvements in the community (\$40M).



HRG has worked to implement stormwater fees benefiting over forty (40) municipalities in Pennsylvania. See the *Stormwater Management Utility Experience* section of this proposal for more details on our breadth of deep experience in stormwater utility and authority creation expertise throughout the Commonwealth.

2. How many utility fee calculations studies has your firm completed?

HRG has completed well **over 100 utility fee calculation studies** for municipalities and authorities in Pennsylvania. This ranges from sanitary sewer service rate studies, to most recently with the enactment of Act 68 of 2013, to stormwater utility rate studies.

3. Do you have in-house GIS capabilities?

HRG has extensive in-house GIS capabilities. We implement **innovative, multi-tiered GIS solutions** of all types (server, desktop, web-based and cloud-based applications), and we can configure a hybrid of these options to meet your very specific needs. We know that the foundation of any GIS is quality data, so we use high precision GPS/GNSS, mobile computing, and web-based GIS applications to collect the most accurate, comprehensive data possible. As a business partner with ESRI, we have access to the latest GIS resources and solutions and will leverage them to meet your organization's goals.

4. Does your firm have experience with storm water systems under multiple agency jurisdictions?

HRG has represented **over 50 regional authorities throughout Pennsylvania in our history**. Utilities managed by these authorities included: stormwater, sanitary sewer, trash, and electric services.

5. Does your firm use in-house public relations staff?

The HRG project team facilitates public outreach and relations as a part of our services. Depending on the level of effort desired in the campaign, HRG has partnerships with various public relation firms that we can review with the City to see who can be the best fit for the local theater.



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## Relevant Experience:

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**\*\* PLEASE REFER TO SECTION 7 – Stormwater Utility Experience** for a full listing of Pennsylvania clients in which HRG has assisted in authority implementation/feasibility assessment. \*\*

Wyoming Valley Sanitary Authority  
Luzerne County, PA

### Project Highlights:

- Effectively completed the regional stormwater authority feasibility study/business plan, pollution reduction planning (PRP) and supported WVSA with the execution of thirty-one (31) intergovernmental cooperation agreements within nine (9) months of initial engagement.
- Developed a PRP which works within the unique stormwater drainage system of the region to reduce regulatory compliance cost by \$59M over the initial five years.
- Demonstrated cost savings for partner municipalities between 50% - 80%.
- Full stormwater program implementation occurred within 26 months of feasibility study commencement.
- Unique approach to regional impervious area development saved \$1.9M in data development costs and allowed for roughly \$7M in additional revenue to be generated by the authority.

York County Planning Commission  
York County, PA

### Project Highlights:

- Assisted the County in developing a long-term relationship with the United States Army Corps of Engineers for multi-year technical assistance funding through a 50/50 partnership.
- Completed regional pollution reduction planning for roughly thirty-six (36) municipalities in York County.
- Supported the County in program development and cost share options which lead to fifty (50) municipalities joining the stormwater program.
- Worked with the County, local governments, PADEP and large stakeholders to define both single and regional Best Management Practices (BMPs) to meet permit requirements in the most administratively efficient and cost effective manner.

Bradford Sanitary Authority  
McKean County, PA

### Project Highlights:

- Assisted the Authority to the redevelopment of the stormwater program, associated fees and credit policy developed by their previous national engineering consultant.
- Developed a budget to along for an expanded level of stormwater service over the first five years of authority implementation.



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- Developed cost causative financial models to create a credit policy which was financially and administratively justifiable for property owners.
- Assisted the Authority in successfully educating large property owners who had threatened rate litigation against the Authority (based upon work performed by other consultants.) Resulted in full payment of stormwater fees by said property owners.

Stormwater Authority Implementation  
*Derry Township, Dauphin County, PA*

**Project Highlights:**

- Developed several cost-saving strategies for the collection of impervious area data when this data was not available, as originally planned.
- Utilized our unique partnership with the US Army Corps of Engineers to offset start-up costs through funding and technical assistance from the Corps for mapping, condition assessment and flood modeling tasks.
- Assisted with the formation of a stakeholder advisory committee, facilitated public meetings, and prepared public outreach materials.

Stormwater Fee Feasibility Study  
*State College Borough, Centre County, PA*

**Project Highlights:**

- Determined how much money the borough would need to manage its stormwater program over the next 5 years.
- Evaluated whether using tax revenue or charging a stormwater fee would be more cost-effective for users.
- Determined that a stormwater fee could reduce average residential user costs by more than 60%.

YBWA River Conservation Plan and Watershed Assessment  
*Lower Allen Township, Cumberland County, PA*

**Project Highlights:**

- Worked with Lower Allen Township representatives to obtain community involvement through public notices and meetings.
- \$315,000 Project Funding through a DEP Growing Greener Grant and a DCNR Community Conservation Partnership Program Grant.
- HRG developed a River Conservation Plan and conducted a Watershed Assessment for the Yellow Breeches Creek.



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Stormwater Improvement Project  
*Township of Derry, Dauphin County, Pennsylvania*

**Project Highlights:**

- Assisted the Township of Derry in the design and implementation of solutions to overcome significant and reoccurring stormwater challenges in their community.
- HRG determined anticipated costs, developed a rate structure and billing program, and conducted public outreach.
- Total project cost was estimated at over \$6 million and the scope of work included drainage design, stream restoration, obtaining 2 Water Obstruction & Encroachment permits, 3 NPDES permits, and 5 HOP permits.
- HRG successfully guided, applied for, and secured a \$1.8 million Pennsylvania Infrastructure Bank Loan and a \$4.3 million H2O Grant through the Commonwealth Financing Agency for the Township of Derry.

Mobile GIS Development for Municipal Separate Storm Sewer System (MS4) Inspections  
*Hampden Township, Cumberland County, PA*

**Project Highlights:**

- Assisted Hampden Township's staff in developing a GIS that would aid in Municipal Separate Storm Sewer (MS4) inspection.
- Resulted in an application that can be utilized in the field to access/update the GIS database, enter/edit the MS4 inspection data directly and even take/attach photos in the field; virtually eliminating time consuming data entry in the office.

GIS Utility Geodatabase Development and Data Collection  
*Capital Region Water, Dauphin County, PA*

**Project Highlights:**

- Assisted in all aspects of developing/customizing a GIS database for Capital Region Water's (CRW) potable water, storm sewer and public sanitary sewer infrastructure networks.
- CRW facilities include approximately 23 miles of cross-country water transmission line, 250 miles of water distribution facilities, and 166 miles of sanitary sewer facilities.

GIS Infrastructure Development For Sanitary, Water, And Storm Sewer Networks  
*Upper Leacock Township, Lancaster County, PA*

**Project Highlights:**

- Developed a GIS for the Township's public sanitary, potable water and storm sewer infrastructure networks.
- A final ESRI file-based geodatabase was delivered to the Township for incorporation into their GIS and connected to a stand-alone asset management database for extended infrastructure management capabilities.



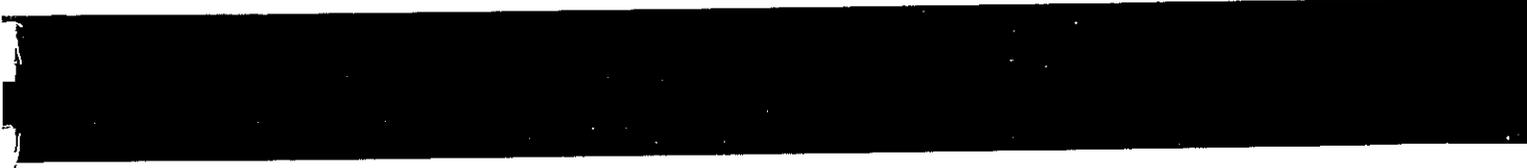
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- An ArcGIS Server custom web-based application was developed as a deliverable to enable Township staff and public works crews to access the data remotely and without stand-alone desktop software.





## 2. Project Approach & Scope of Services



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## Project Approach & Scope of Services

### PROJECT APPROACH

HRG understands that the City of Scranton is seeking a statement of qualifications and actionable proposals (RFQ/RFP) from qualified engineering firms to provide a comprehensive version of a Design, Build, Finance, Operate, and Maintain (DBROM) strategy through the implementation of a storm water authority to achieve and/or maintain compliance with the Clean Water Act (CWA) National Pollutant Discharge Elimination System (NPDES) as the administrator of a Municipal Separate Storm Sewer System (MS4) permit(s). As an administrator of the MS4 permits held by the incorporating municipality(ies), it is expected the Authority will develop a storm water plan of execution, including best management practices (BMPs) to include the use of integrated green storm water infrastructure (GSI).



HRG is prepared to support the City in:

- Engaging the City, surrounding municipalities, legislators and regulators in a collaborative process to consider the benefits of regionalization and define the specific storm water management programming to be provided through local partnerships,
- Developing a business plan model to demonstrate to each municipality the cost savings of a regional approach and benefits gained by opting into the proposed program,
- Evaluating equitable funding alternatives for implementing the program, along with cost allocation formulations which match the level of service provided,
- Developing strategic partnerships with local municipalities, Lackawanna County, legislators, regulators, state and federal agencies and property owners to provide enhanced service while yielding demonstrated cost savings, and
- Effectively communicating the vision of the program throughout the region to garner support and collaboration from participants of each level.

Political boundaries and watersheds seldom coincide. A multi-municipal or joint authority can provide a specific utility service for a larger geographical area. This multi-jurisdictional approach to storm water management supports watershed planning and management, which establishes the platform for addressing water quality and public safety concerns over the larger impacted Region. This enables a holistic analysis of the problem allowing for both the source and impacts to be addressed together. Strategic solutions such as these enable cost effective approaches as opposed to a "per municipality" approach. As regulatory requirements and the cost of compliance increase, considering ways to reduce costs through regional collaboration, sharing of resources and economies of scale is critical. We applaud the City of Scranton for being a leader in considering this type of solution in Lackawanna County.

## [PROJECT APPROACH & SCOPE of SERVICES]

The benefits of a regional authority to provide area wide planning, coordination, design, and construction is rooted in a number of related challenges in the Lackawanna River basin. Most notably, the problem cannot be solved within one municipality. Storm water challenges such as flooding, water quality and inefficient infrastructure are examples of problems that spill over municipal boundaries. The regional storm water management approach is aimed at maintaining local input and decision-making while addressing a fragmented government structure to provide benefit to numerous boroughs, cities and townships.

The study will focus on positioning a regional authority as the lead entity for supporting, facilitating, coordinating and advocating for a more strategic approach to storm water management across the Lackawanna region. In doing so, it will establish key goals and specific deliverables for the authority over the short, medium, and long term that will be the basis for its engagement with local government, state agencies and the broader community on storm water issues.

### **REQUESTED SCOPE OF SERVICES**

The intent of the RFQ/RFP is two-fold:

1. Construct the optimal method of executing the storm water plan through the creation of a regional storm water authority. If the regional storm water authority is not feasible, then executing the storm water plan through the creation of a municipal authority within the City jurisdiction will be necessary. Much of the preliminary analysis will support the creation of either a single jurisdiction or regional authority.
2. Soliciting proposals for a qualified professional engineering firm to draft a Pollutant Reduction Plan (PRP) as defined in the latest PADEP PRP Instructions (Document 3800-PMBCW0100k), and a Total Maximum Daily Load (TMDL) plan as defined in the latest PADEP PRP Instructions (Document 3800-PMBCW0200d) to meet the requirement of the final NPDES permit.

This section of HRG's proposal focuses specifically on Item 1 (above) – Storm Water Authority Plan of Execution.

### **PART 1 –STORM WATER AUTHORITY PLAN OF EXECUTION**

#### **A. Develop a Preliminary Customer Service Model:**

A customer service model is critical in determining the feasibility and benefits of a regional approach for the City of Scranton and the surrounding area. Local municipalities are required to comply with new regulations relating to the control of storm water as part of their operation of a combined sanitary sewer system (CSS) and /or a municipal separate storm sewer system (MS4). The Pennsylvania Department of Environmental Protection (DEP) has indicated that a regional approach may provide a more cost-effective solution compared to individual municipal permits.

In order to ensure community "buy-in" of the storm water program, services provided by the Authority should reflect community needs. This is best done by utilizing a multi-pronged dialogue, which includes:

- Education and outreach to municipal leaders,
- Discussions as to the appropriate role and responsibilities of the Authority relative to storm water management, and
- Use of a municipal questionnaire to gauge municipal storm water needs and areas of interest for collaboration.

[PROJECT APPROACH & SCOPE of SERVICES]

1. HRG will work with the City of Scranton to obtain data and information from surrounding municipalities in terms of current storm water infrastructure and storm water management programs to develop a checklist for the creation of a municipal profile. This will include development of a storm water survey distributed to potential municipal partners. (We assume the City will provide support in distributing and tallying survey results for review and analysis by HRG.)

Prior to distribution of surveys, a presentation will be made by HRG (and possibly PA DEP) to gain the support of local municipalities in completing the feasibility study/execution plan and gain their support in responding to the survey.

*Note: Due to the City's likely familiarity with surrounding municipalities, it is assumed that City staff will distribute invitations to the initial meeting and the follow up municipal surveys, in addition to tallying survey results. If the City would prefer that HRG to lead this effort, we would be happy to expand our scope of work accordingly.*

2. HRG will consider responsibilities of municipalities in terms of current and future MS4 Permit requirements to preliminarily consider the required BMPs. A cursory review will be completed of existing PRP's from surrounding municipalities and a preliminary evaluation of regional BMP opportunities will be considered. BMP placement within the City will be further refined through the PRP phase of the project.
- B. Provide recommendations of approaches to include countywide services, watersheds, drainage districts and other methods and strategies to accomplish the identified drainage maintenance needs of the region.

HRG will accomplish this through review of the survey responses designed to consider how various storm water management functions are currently being completed on a municipal level, which municipalities may be willing to partner, if financial or administrative efficiencies could be demonstrated and where the greatest cost savings from regional operations can be determined.

- C. Provide a matrix of proposed services a storm water authority would provide to the citizens of the region:

Each community has programmatic, regulatory, and drainage-related needs. These needs may be unique or may be similar from community to community. Therefore, they can be best served regionally through a customized evaluation and strategy development. As part of the study, benefits and feasibility of using a regional storm water authority to manage and/or support storm water programs throughout the surrounding municipalities will be considered, including:

1. What services an authority should provide,
2. Who will benefit,
3. Types of facilities which are needed,
4. How costs will be calculated and apportioned, and
5. If the use of an authority is in the long-term best interest of the Region and its various municipalities.

More succinctly, **the objective of the study is to determine if a regional authority can assist participating municipalities in achieving compliance with federal and state mandates governing storm water in a more cost effective and coordinated manner** than if the municipalities continue to manage their regulatory requirements on their own.

[PROJECT APPROACH & SCOPE of SERVICES]

HRG will accomplish this by using the results of Items A and B to evaluate alternatives and outline the appropriate role and responsibilities between an authority and partnering municipalities.

A long-term vision for storm water management in the Lackawanna River basin would be developed, which may include an expanded role of the authority over a determined period of time. It is assumed that a twenty-year (20-yr) planning period would be used in the analysis.

As part of this analysis, consideration will be made to any support currently provided at the County level and any benefits to expanding the role of the County to further partner with the authority in storm water management.

D. Provide a detailed report of required staffing levels based on the level of service:

Based upon the proposed role of the storm water authority over an initial twenty (20) year period, and opportunities for partnership with the county and other local groups, necessary staffing of the storm water authority will be considered. Management and Service Agreements with the County, municipalities or other local organizations will be considered as appropriate to ensure the adequate functioning of the authority. HRG will recommend positions and scope of roles, along with timeframe for hiring. Ultimately these positions will need to be finalized based upon the number of municipalities joining the program.

E. Estimate potential costs to initiate and implement a storm water utility:

1. HRG will determine funding opportunities to support regional storm water management approaches, including both initial start-up funding opportunities and long-term, sustainable funding mechanisms.
2. HRG will develop a preliminary business plan model which considers financial benefit to the municipalities and residential property owners based upon the long term vision for storm water management. The business plan model will be a tool for demonstrating to municipalities the short and long term cost savings provided by the regional approach, and the **cost savings to residential property owners in paying for storm water management through a fee as opposed to property taxes**. This stage will be key in providing elected officials the information necessary to make informed decisions for opting into the regional approach.

The Business Plan Model will detail anticipated startup costs to be incurred by the Authority relative to storm water authority implementation, program administration, preparation of regional Pollution Reduction Plans, BMP design/implementation, impervious area estimate development, system wide mapping and costs related to compliance with Minimum Control Measures (MCMs).

F. Development of a cost structure for operation and maintenance:

As part of the Business Plan Model, HRG will provide an initial cost allocation amongst the municipalities. Allocation parameters will be based upon differing levels of service which may include the following:

1. For costs in which there is little variation to provide service amongst municipalities, equal distribution will be used.
2. Costs impacted by the rate, volume or water quality of storm water are allocated based upon approximate impervious area per municipality.
3. Costs related to operating, maintaining and improving storm water facilities are allocated based upon the approximate quantity of storm water assets per municipality.

[PROJECT APPROACH & SCOPE of SERVICES]

4. Any differing levels of service, whether they be differing regulatory requirements between municipalities or differing levels of support, maintenance, etc. will be considered in the development of additional formulas used to preliminarily allocate costs.

Allocating costs in this manner will enable the City to better understand potential costs for the authority to provide service and how these costs may be impacted based upon the number of municipalities which participate, including if the authority's service area is tied to City limits.

G. Identification of rate structure models to be considered:

User charges from storm water utilities typically rely on impervious surface for the development of the charge. There are various options for developing impervious surface estimates per property, including:

1. Development of an impervious layer database through GIS.
2. Measurement of impervious area per property using heads-up digitizing techniques in ESRI software.
3. Estimates based on the review of aerial mapping.
4. Review of existing permits and land development plans.
5. Property owner surveys.

Each of the options listed above vary in cost, accuracy and effort/time in advance of billing. HRG is available to guide the City and authority through the various alternatives for impervious area development.

***In the case with the Wyoming Valley Sanitary Authority (WVSA) in Luzerne County, HRG developed a solution that reduced data development costs by over 50% and delivered impervious area data in roughly 30% of the traditional time. In addition, HRG developed a partnership with WVSA and USGS in which USGS purchased the data from WVSA, resulting in additional cost savings.***

Ultimately the method for developing impervious area estimates, coupled with the accuracy of the County parcel data will impact HRG's recommendations on the rate structure models to be considered.

1. HRG will outline options and costs for impervious area data development and associated rate structure options.

***HRG understands the requirements of the Pennsylvania Municipalities Authority Act and is routinely hired to redo the rates implemented by other consultants to ensure the rate structure and credit policy are justifiable and legally defensible.***

2. HRG will also evaluate revenue sources and determine a potential fee schedule for both residential and commercial properties. Cost sharing alternatives will be considered until the fee is established.

H. Billing options:

Use of an efficient billing system, with appropriate pre-defined billing policies and updated procedures will assist in the effective implementation of storm water fees. HRG proposes to assist the City with this process through the following procedures:

1. HRG will review options for billing the storm water fee, whether that be directly by the authority or through a partnership with other utility billing providers or entities which distribute bills within the service area. This will include evaluating information provided by entities, such as the Pennsylvania American Water Company, to determine if efficiencies and cost savings could be achieved through a billing partnership.

[PROJECT APPROACH & SCOPE of SERVICES]

2. Staffing, bill processing, bill collection and authority billing file updates will be considered in this analysis.
3. Several policy issues should be addressed in implementing the billing system, including items such as billing cycles, billing of owners vs. occupants, etc. HRG will assist in identifying policy needs for discussion during implementation.

I. Determine how permitted storm water controls on existing commercial and residential properties would be affected:

A credit policy is typically used to reflect the varying levels of service within a community and provide an opportunity for property owners to control the magnitude of their storm water fee based upon their own actions. Typically, these policies consider the quality and quantity improvements on private property, maintenance of private storm water facilities, and assistance with implementation of MS4 minimum control measures or the like. These policies can be an effective way to gain property owner support of the fee and gain partners in the community for help in meeting regulatory permit requirements in the most cost effective manner. However, these policies can differ in terms of administrative complexity to implement and all should be weighed to ensure a holistic, cost effective program is offered to the rate payers.

1. HRG will consider how controls on existing properties will operationally and financially impact the proposed storm water management program, and provide advice as to how to include existing property owners as partners in meeting regulatory requirements, making them champions for the authority's program. Recommendations will also be provided as to the type and magnitude of storm water credits to be considered for implementation.

J. Develop methods that would measure the effectiveness of the program:

Throughout the course of implementing and providing regional storm water programming, there are various opportunities and ways of measuring effectiveness. Taking the time to measure and complete this step is vital in providing key communication to stakeholders and the public, necessary to maintain long-term support. Ways of measuring program effectiveness may include:

1. Implementation of a regional authority through action of municipalities,
2. Acceptance by property owners,
3. Ability to meet regulatory requirements,
4. Demonstrated reduction of pollutants into local waterways,
5. Demonstrated cost savings,
6. Development of effective partnerships at the local, state and federal level to reduce the administrative and cost burden of storm water management,
7. Improvements to existing storm water systems,
8. Alleviation of regional storm water problems, and
9. Low delinquency rates on storm water bills.

Based upon the role of the authority, as recommended through the feasibility study, methods for measuring the effectiveness of the program will be further outlined.

K. Recommended course of action:

A feasibility study/execution plan will be provided which summarizes all tasks listed above and outlines the recommended course of action. The plan will include recommendations as to the course of action and steps necessary to effectively implement the regional authority. Details will include other important aspects to regional implementation, which are not listed above, such as implementing a robust public

[PROJECT APPROACH & SCOPE of SERVICES]

education and outreach strategy and leveraging ratepayer dollars with government subsidized financing to implement storm water solutions in the most cost effective manner.

Timelines for phased implementation will be outlined along with regulatory transition plans, as appropriate.

A key component to this Execution Plan will be recommendations for financing upfront and long-term operations and the business plan model which will be used to demonstrate the benefits of municipalities opting into this approach. It is assumed the written report will be presented to City Council and staff.

- L. Provide strategies to integrate a storm water utility with the storm water management techniques currently utilized per municipal storm water ordinances or legislation:

Ultimately, the ability to implement the execution plan will be rooted in its overall feasibility from legal, regulatory, financial and operational perspectives. HRG services more municipalities/authorities than any other engineering consulting firm in the Commonwealth and has the most in-depth storm water utility experience in Pennsylvania. We are routinely hired to re-do rates, charges, and improve ordinances developed by other consultants. HRG is eager to partner our professional knowledge with the local knowledge of City staff to provide holistic strategies for implementation.

As part of our work, HRG will consider existing local storm water ordinances and benefits of more standardized ordinances. We will specifically keep in mind ordinance updates required as part of the current MS4 Permit term. HRG will work with the City solicitor or special counsel to outline implementation parameters which are legally defensible and identify other ordinances, documents, etc. which should be included in the implementation of a regional or single municipality approach.

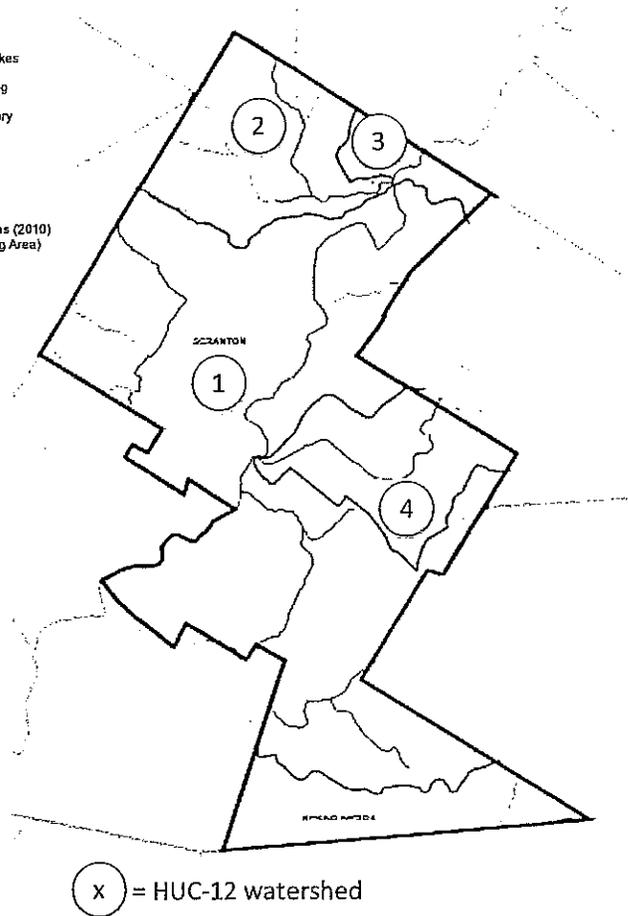
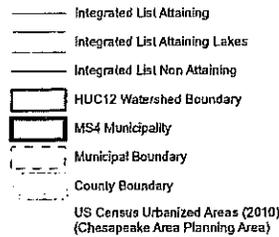
**Efficient implementation is key to gaining support from the local municipalities and property owners. HRG will set ourselves apart from our competition by providing the information and strategy necessary to fully implement a storm water approach in a succinct and timely manner.**

**If the City chooses to proceed with an authority serving solely within City limits, our implementation plan will address recommendations and next steps for smaller scale implementation.**

## Project Approach & Scope of Services

### PART 2 – PRP/TMDL PLAN CREATION

1. Facilitate the creation of a PRP/TMDL Plan for storm water discharges of nutrients and sediment to surface waters in the Chesapeake Bay watershed, and for storm water discharges to local surface waters impaired for nutrients and/or sediment and as it pertains to the City of Scranton MS4 permit requirements.
  - a) Determine existing baseline pollutant loads using the Simplified Method, for up to four (4) HUC-12 areas.
  - b) Determine proposed number, type and location of necessary BMPs to meet pollutant load reductions as outlined in the permit in each of the HUC-12 areas. Consider cost effectiveness and impact of various BMPs in modeling and Plan development.
  - c) Determine budget-level construction cost estimates for proposed BMP projects to aid in selection of BMP installation schedule and overall feasibility for five-year implementation.
  - d) Provide assistance to the City in the identification of responsible parties for continued operation and maintenance of BMPs.
  - e) Provide support to the City on educational content on permit requirements and the proposed Plan for the purpose of maintaining public buy-in.
  - f) Provide support to the City in coordinating, addressing and documenting required public participation and comments/input/feedback.
  - g) Meet with DEP on two occasions to discuss Plan Strategy and receive approval.
  - h) Meet with stakeholders up to three (3) times during plan development.
  - i) Meet with the City staff up to ten (10) times during plan development, either in person or via conference call.
  - j) It is assumed the PRPs will be restricted to the City boundary at this time. If a regional authority is established, a regional PRP will be developed as an additional service.



## [PROJECT APPROACH & SCOPE of SERVICES]

2. Perform mapping to establish the City storm sewer sheds.
  - a) Develop required mapping to outline/define storm water sewer shed boundaries to the HUC-12 level with outfall locations and available storm sewer system mapping. Up to four (4) HUC-12 watersheds will be modeled either on an individual basis or as combined watershed models according to PADEP acceptance.
  - b) Define watershed planning boundaries/areas. Migrate mapping from municipal base to defined HUC-12 watersheds.
  - c) It is assumed the City will provide outfall mapping, combined sewers and separate storm sewer systems to complete this task.
3. Perform parsing to remove areas that are already covered by separate NPDES/MS4 permits (combined storm sewers, industrial storm water discharges, county owned parcels, PennDOT right-of-way/parcels, etc). Direct discharge areas to streams will also be parsed.

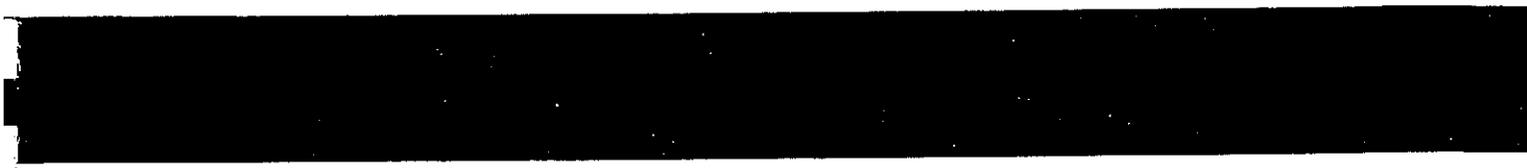
### OPTIONAL SERVICES

**MCM Development** – HRG can assist the City with drafting standard documents for MCM implementation. This includes, providing template documents for the City to review and finalize, working with staff to address questions, and assistance with preparing training materials. Materials will include template documents for the Public Education and Outreach Plan (PEOP); the Public Involvement and Participation Plan (PIPP); and the Illicit Discharge Detection and Elimination program (IDD&E). An estimated fee for these additional services is available upon request.

**Standards Documents** – HRG can provide the City staff with standard documents related to the construction and operation of the storm water utility. Documentation can include construction contract front-ends (EJCDC-based), general item technical specifications, and construction details and specifications for typical storm water best management practices (BMPs), design standards, and bidding procedures. An estimated fee for these additional services is available upon request.

**Program Management** – After the PRP is approved, implementation is the next hurdle to stage and complete the projects within the 5-year window provided within the permit. HRG can provide City staff with technical assistance regarding staging; various regulatory questions that may arise related to the storm water program; and annual reporting on the MCMs and projects within the PRP to meet the pollutant reduction requirements. An estimated fee for these additional services is available upon request.





### 3. Company Background



**Herbert, Rowland & Grubic, Inc.**  
Engineering & Related Services

AN EMPLOYEE-OWNED COMPANY

[ BUILDING RELATIONSHIPS.  
DESIGNING SOLUTIONS. ]

## Company Background

### Years in Business:

Originally founded in 1962, HRG is an employee-owned, full-service civil engineering and related services firm that provides quality, cost-effective design solutions to public and private sector clients throughout Pennsylvania, Ohio, and West Virginia. In that time, we have come to represent hundreds of local governments — some for more than thirty years!



### Ownership of the Company:

HRG is an Employee-Owned Company working under an ESOP. We have unrivaled knowledge of municipal processes and regulatory procedures. This expertise enables us to design solutions that meet local, state, and federal government standards while maintaining project goals.

### Main Focus of the Firm:

As a **FULL-SERVICE** Civil Engineering firm, we have amassed a team of civil engineers, planners, landscape architects, surveyors, construction representatives, environmental scientists, and financial specialists. We do it all in-house, which expedites project delivery and eliminates delays that endless coordination between different firms can cause.

HRG is **UNIQUE with a stand-alone Financial Services Division** that has broad experience assisting start-up utilities throughout the Commonwealth of Pennsylvania. We have assisted municipalities in understanding advantages and disadvantages of authority formation and the various forms of authorities (operating versus leaseback). Our project team has guided the development of rules and regulations, policies, internal and external reporting protocols, and associated operating documents. We have also assisted our clients in developing operating budgets, capital plans, financing strategies, user rates and capital charges. Throughout these processes, we have assisted clients with engaging the public and maintaining open communication with proposed rate payers. Project team experience with startup utilities includes the following entities for which we are either currently working with or have worked with in the past:

- Wyoming Valley Sanitary Authority (Stormwater), Luzerne County, PA
- Derry Township Municipal Authority (Stormwater), Derry Township, PA
- Bradford Sanitary Authority (Stormwater), McKean County, PA
- Chambersburg Borough (Stormwater), Franklin County, PA
- Clarion Borough Stormwater Authority, Clarion County, PA
- Cranberry Township (Stormwater), Butler County, PA
- Camp Hill Borough, Cumberland County, PA
- Lower Swatara Township, Dauphin County, PA
- Susquehanna Township, Dauphin County, PA

[PROJECT APPROACH & SCOPE of SERVICES]

- West Goshen Township (Stormwater Utility), West Chester, PA
- Valley Forge Sewer Authority, Phoenixville, PA
- White Run Regional Sewer Authority, Gettysburg, PA
- Penn Township Sewer Authority, Irwin, PA
- East Waterford Sewer Authority, Mifflin, PA
- Woodland-Bigler Sewer Authority, Woodland, PA
- Mountaintop Area Municipal Authority, Snow Shoe, PA
- Bear Creek Watershed Authority, Petrolia, PA
- Possum Valley Sewer Authority, Aspers, PA
- Benner Township Water Authority, Bellefonte, PA

**Third Party Services/Resources:**

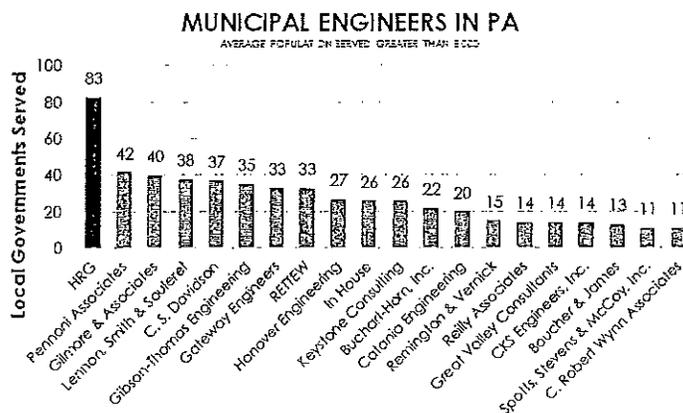
As a full-service engineering firm, we complete most of our work in-house. However, when advantageous to our client, we do partner with specialty firms and governmental units. For the scope of work outlined by the City, we envision all the work will be handled in-house. If more extensive City asset mapping would be desired, we can work to broker an agreement with a mapping partner that can assist the City with partial funding of the effort and resources to complete the work.

**Estimated Schedule:**

See the *Cost Proposal and Schedule* section of this proposal for an estimated schedule to complete this work.

**Our Experience in Pennsylvania:**

HRG has been providing quality, cost-effective design solutions to municipalities, municipal authorities, and counties throughout Pennsylvania for over 50 years. Unlike large national firms, we have tailored our technical expertise and diversity of engineering disciplines to each and every municipal client's specific issues and needs. It's who we are. It's what we do best. We pride ourselves on the belief that we do it better than anyone else in Pennsylvania. Each year, we analyze data provided by the PA Department of Community and Economic Development (DCED) to validate this belief. Based on 2018 data, HRG ranked #1 in local governments represented with an average population served greater than 5,000 people.





**Herbert, Rowland & Grubic, Inc.**  
Engineering & Related Services

AN EMPLOYEE-OWNED COMPANY

[ BUILDING RELATIONSHIPS.  
DESIGNING SOLUTIONS. ]

## Client Satisfaction

### TRUSTING RELATIONSHIPS

As evidence from the duration of many of our retainer contracts, HRG prides itself on developing longstanding relationships with our clients. We understand the importance of listening to our clients' needs and partnering with them to achieve their goals. We are committed to doing the same for the City of Scranton.

### DEDICATION TO QUALITY & ACCURACY

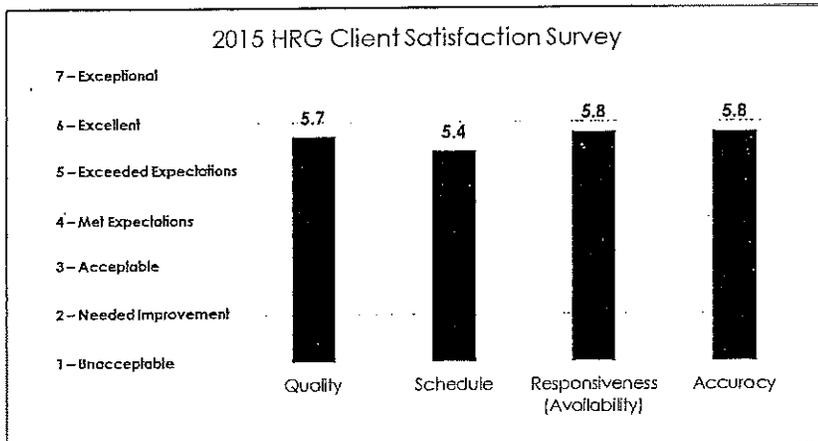
Our quality assurance approach follows the ISO 9001 outline with regard to factors such as organization, responsibility and authority, process controls, sub-consultants, identification and correction of non-conforming work, and maintenance of schedules and budgets. Submission milestones are coupled with a checklist of QA/QC issues that require signoff from the responsible professional and project manager. In addition, all of our service groups have individual Quality Management Plans that were developed based on ISO 9001 principals that outline processes that ensure cost control, schedule compliance, and quality deliverables.

### ABILITY TO MEET SCHEDULES

We utilize active project management techniques to track design progress and manage outside commitments. Regular schedule updates are overseen by the project manager. In addition, tracking the projects approval status is monitored by the project team once outside agency approval is requested. HRG can provide a critical path analysis, and typical tasks that may be identified include Permitting, Right-of-Way, Utility Coordination, and Environmental Clearance.

### CLIENT SATISFACTION

HRG conducted a client satisfaction survey in July 2015 using a third-party provider (PSMJ Resources). The purpose was to gather feedback from our clients on the service we are providing them and to identify our strengths, improvement areas, and to benchmark performance against others in our industry. Results from the survey were overwhelmingly positive when comparing HRG to others in our industry. As a result, **PSMJ awarded HRG the 2015 Premier Award for Client Satisfaction**, which recognizes firms within the top 20% based on scores from the 100+ firms that participated in this nationwide survey. Specific results from the survey are provided below.



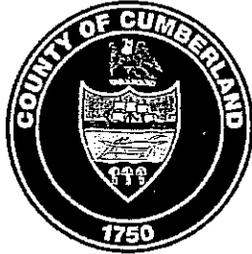
**95%**  
**SATISFACTION**

*In a 2015 survey completed by 55 HRG clients, 95% of them rated us as meeting or exceeding their expectations.*



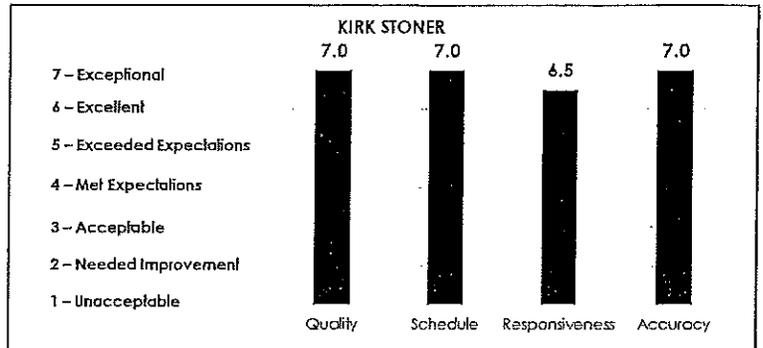
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Below are survey ratings and comments to open-ended questions from select 2015 HRG Client Satisfaction Survey participants.



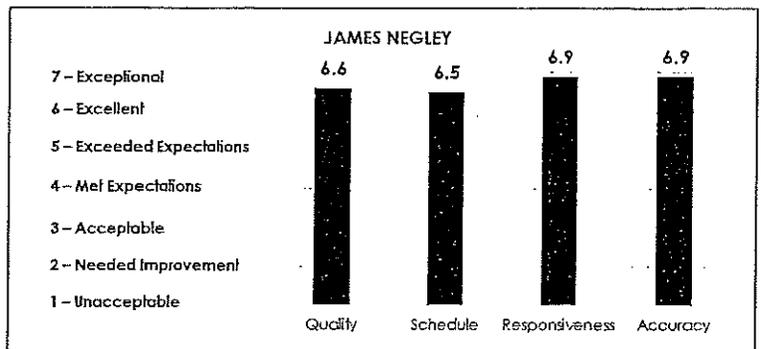
**Kirk Stoner – Director of Planning  
Cumberland County, PA**

*"HRG brings innovation to the table to suggest new solutions to problems. They have a deep staff with a well-defined client service model. If my client manager is not available, I can quickly access a number of other staff that can help. Work is always completed to the highest quality standards and rarely needs rework. They've done a great job for us and their results speak volumes about their ability. When you want a job done right, HRG is the firm to call."*



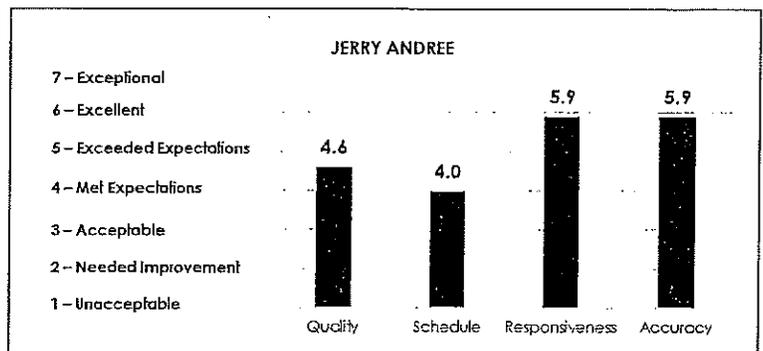
**James Negley – Township Manager  
Derry Township, PA**

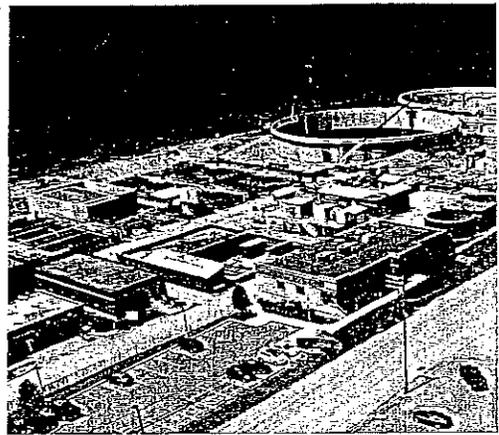
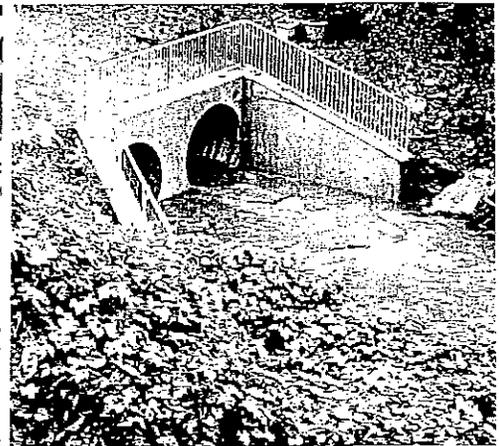
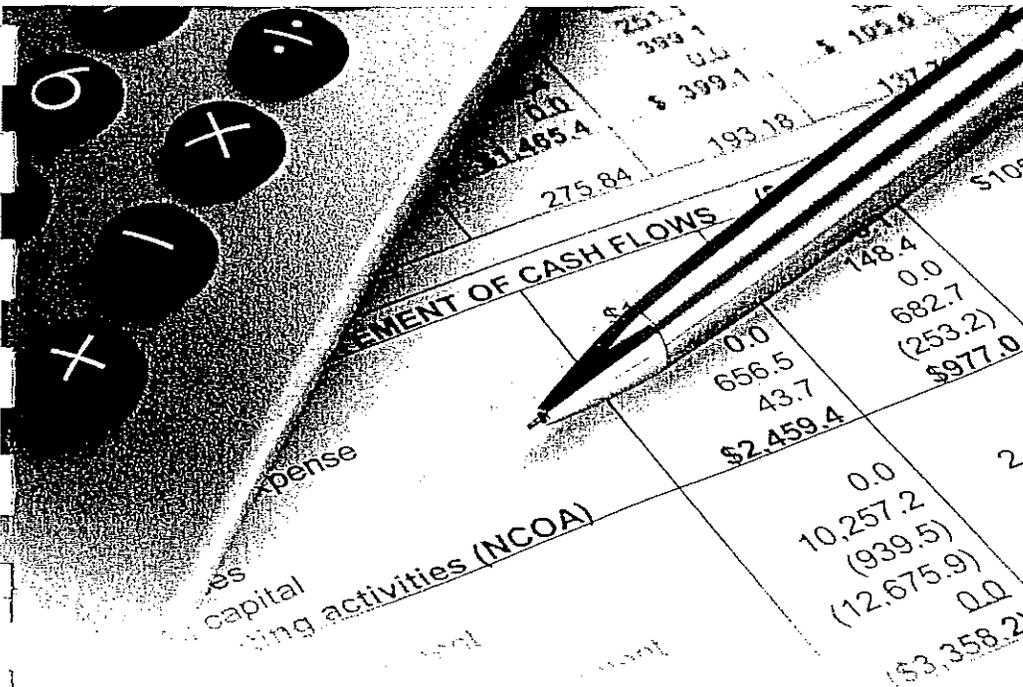
*"Excellent firm – Excellent professional staff!"*



**Jerry Andree – Township Manager  
Cranberry Township, PA**

*"Very professional, responsive, and respectful of their role as advisors to our professional staff."*





**HRG**

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# Financial Services

Our comprehensive financial services help to maximize available dollars to fund long-term needs.

**IMPLEMENTING A STRATEGIC APPROACH TO INFRASTRUCTURE MANAGEMENT SAVES TIME AND MONEY.**  
We use strategies such as asset management and capital improvement planning to identify needs and define, prioritize, and schedule solutions. Our thorough analysis provides the detailed information necessary to develop a comprehensive plan and funding strategy that address budget shortfalls associated with the long-term maintenance of aging infrastructure.

**KNOWLEDGE AND EXPERIENCE ALLOWS US TO HELP CLIENTS MAKE INFORMED DECISIONS.**  
We take pride in helping our clients find long-term solutions to address budget shortfalls. Our professionals offer an unbiased qualitative and quantitative financial analysis to determine if pursuing complex financial transactions, such as the creation of stormwater authorities and leasing of utilities, achieves short-term gains or meets the long-term needs of a community. Our knowledge and experience allows us to help clients make informed decisions.

**PROVEN SUCCESS IN SECURING PROJECT FUNDING TO MOVE PROJECTS FORWARD.**  
Our comprehensive knowledge of available funding programs enables us to design a unique package of bonds, loans, and grants to fit your project goals. We help navigate through the complex funding application process and, once funding is secured, our specialists are available to carefully monitor projects from design through construction to completion to ensure they meet funding agencies' stringent eligibility criteria. HRG's clients benefit from our unique position as a trusted source to perform project compliance audits directly for state funding agencies. This experience provides us with an innate understanding of what it takes to keep your project eligible and moving forward.

## Technical Capabilities

- Long-range Capital Plans and Funding Strategies
- Grant & Loan Financing/Administration
- Utility Rate Studies/Cost of Service Studies
- Capital Charge Studies
- Asset Management Plans
- Stormwater Authority Development
- Valuation Studies/Utility Sale & Lease Analysis
- Program Management
- Expert Testimony on Charge Related Matters
- Budget Assistance & Review
- Intermunicipal Agreements/Wholesale Service Fee Development
- Economic Impact Studies
- Impact Fees/Assessment Programs
- Recovery Plans
- Infrastructure Management

# MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM



# HRG

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## MS4 PROGRAMS

Regulation of municipal stormwater continues to grow, and the penalties for non-compliance can be costly. HRG can help.

The Pennsylvania Department of Environmental Protection (PA DEP) requires an MS4 stormwater permit for certain municipalities that collect or convey stormwater in infrastructure such as pipes, ditches, and even roads. HRG can help you determine how this regulation impacts your community and ensure you meet all state and federal requirements.

While many municipal leaders think the MS4 permit requirement applies only to large cities and suburbs, small MS4s have been regulated since 2003 if they are located in an urbanized area, as determined by the U.S. Census.

### WHAT DOES THE REGULATION REQUIRE?

Regulated municipalities must have a stormwater management program that includes:

- Public education and outreach
- Public involvement and participation
- Illicit discharge detection and elimination
- Construction site runoff control
- Post-construction stormwater management
- Pollution prevention and good housekeeping

These programs must be approved in a permit application to PA DEP. Some communities can apply to be covered under PA DEP's General Permit by following their program, but others, in areas with more stringent water quality requirements, will need to apply for an individual permit and/or meet additional requirements related to limiting certain pollutants in stormwater runoff that will ultimately drain to a stream.

### WHAT IS THE COST OF NON-COMPLIANCE?

Communities that do not comply with the requirements of the MS4 permitting program can be subject to fines from PA DEP and EPA. They may also suffer the consequences of low watershed quality and encounter resistance to expensive capital improvement projects from citizens who do not understand why they are needed.

### How can HRG help?

HRG has helped more than a dozen municipalities in 6 counties create and/or manage their stormwater program.

Our services include:

- Preparation of General Permit and Individual Permit applications and renewals
- Development of stormwater ordinances
- Design and implementation of Best Management Practices (BMPs)
- Development of Total Maximum Daily Load (TMDL) Plans and Pollution Reduction Plans
- Development of public education materials and public involvement initiatives
- Inspections for illicit discharge detection and elimination, erosion and sedimentation controls at development sites
- Reporting and record management
- Preparation for and participation in EPA/PA DEP inspections and audits



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# Geomatics - GIS

Managing your infrastructure and planning for long-range capital needs can be a complex task. Our GIS professionals ensure you have the information needed to make decisions efficiently and confidently.

**WE WORK WITH YOU EVERY STEP OF THE WAY.**

From the planning stages through design and implementation and even after a project is "complete," we provide ongoing support, as needed.

**YOUR SYSTEM IS CUSTOMIZED TO YOUR UNIQUE NEEDS.**

Based on the data you manage, the size and technical capability of your staff, and the budget you have available, we tailor a system to meet your needs. Our GIS professionals can develop a GIS from scratch or enhance one you already have in place.

**OUR SOLUTIONS GROW AND CHANGE AS YOU DO.**

HRG works closely with you and your staff to provide a solution that meets your current needs while establishing the building blocks for future enhancements and expansion.

**STATE-OF-THE-ART TECHNOLOGY ENABLES LEADING EDGE SOLUTIONS.**

We implement innovative, multi-tiered GIS solutions of all types (server, desktop, web-based and cloud-based applications), and we can configure a hybrid of these options to meet your very specific needs. We know that the foundation of any GIS is quality data, so we use high precision GPS/GNSS, mobile computing, and web-based GIS applications to collect the most accurate, comprehensive data possible.

As a business partner with ESRI, we have access to the latest GIS resources and solutions and will leverage them to meet your organization's goals.

**Technical Capabilities**

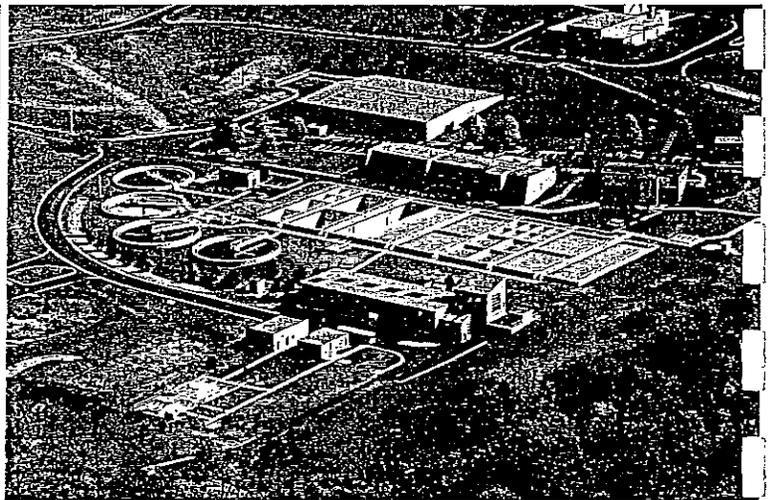
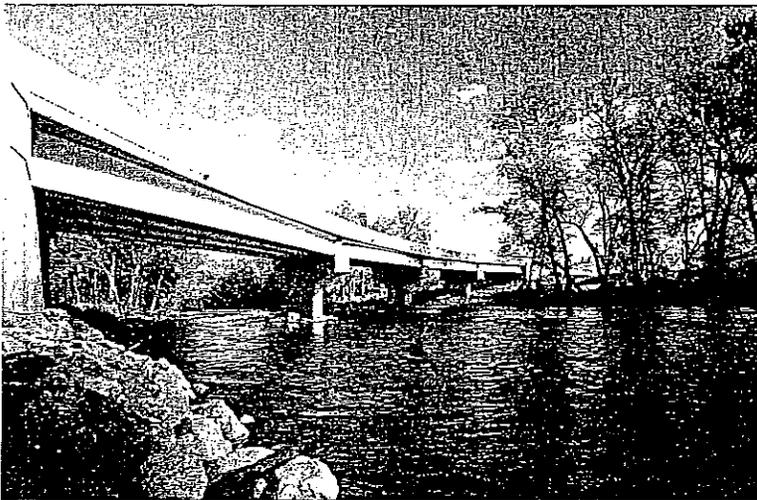
- GIS Design/Implementation/Training
- Enterprise GIS Design & Implementation
- Enterprise Geodatabase Management
- Database Design, Data Entry, Implementation
- Data Management, Analysis, & Modeling
- Infrastructure Asset Management
- Web-Based GIS Services
  - Customized System Development
  - ArcGIS Online Implementation
- Custom Tool and Application Development
- Solutions Integration (i.e., BIM, document management, etc.)
- Field Data Collection (Mobile GIS & GNSS/GPS)
- Base Mapping Development
- 3D Visualization & Modeling
- Facility Management
- Utility Management & Modeling
- Sign Inventory & Management
- Roadway & Pavement Management
- Watershed Planning & Analysis

# FIRM PROFILE

# HRG

**Herbert, Rowland & Grubic, Inc.**  
Engineering & Related Services  
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DESIGNING SOLUTIONS. ]



Originally founded in 1962, HRG is an employee-owned, full-service civil engineering and related services firm that provides quality, cost-effective design solutions to public and private sector clients throughout Pennsylvania, Ohio, and West Virginia.



### Services

- Municipal
- Water & Wastewater
- Land Development
- Transportation
- Water Resources
- Planning
- Financial
- GIS
- Survey
- Environmental
- Construction Phase Services

# FIRM PROFILE



## WHO WE ARE

Over 200 employees including:

- Professional Engineers
- Certified Planners
- Geologists
- Environmental Scientists
- Surveyors
- GIS Specialists
- Landscape Architects
- Related Support Personnel



## WHAT WE DO

We do it all in-house, offering a full complement of technical expertise and engineering services, including:

- Municipal
- Water & Wastewater
- Land Development
- Transportation
- Water Resources
- Planning
- Financial
- GIS
- Survey
- Environmental
- Construction Phase Services

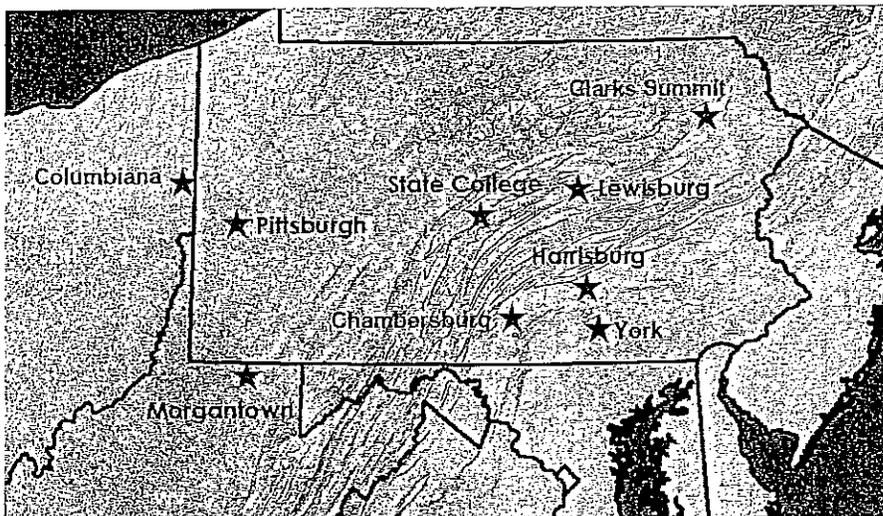


## MARKETS WE SERVE

- Local Government & Authorities
- State & Federal Government
- Commercial & Residential Developers
- Educational Institutions
- Healthcare Institutions
- Hospitality
- Industrial & Manufacturing
- Parks & Recreation
- Oil & Gas - Upstream
- Oil & Gas - Midstream
- Telecommunications



## WHERE WE WORK



HARRISBURG, PA  
369 East Park Drive  
Harrisburg, PA 17111  
717.564.1121 [phone]

LEWISBURG, PA  
776 Bull Run Crossing, Suite 200  
Lewisburg, PA 17837  
570.524.6744 [phone]

CLARKS SUMMIT, PA  
P.O. Box 504  
Clarks Summit, PA 18411  
570.851.2804 [phone]

PITTSBURGH, PA  
200 West Kensing Drive  
Suite 400  
Cranberry Township, PA 16066  
724.779.4777 [phone]

CHAMBERSBURG, PA  
207 Grant Street  
Chambersburg, PA 17201  
717.263.2070 [phone]

STATE COLLEGE, PA  
474 Windmere Drive, Suite 100  
State College, PA 16801  
814.238.7117 [phone]

YORK, PA  
CGA Professional Center  
135 North George Street, Suite 215  
York, PA 17401  
717.819.2158 [phone]

COLUMBIANA, OH  
P.O. Box 238  
Columbiana, OH 44408  
330.787.3669 [phone]

MORGANTOWN, WV  
829 Fairmont Road, Suite 201  
Morgantown, WV 26501  
304.284.9222 [phone]

## ESOP

## EMPLOYEE-OWNED COMPANY

What it means to us.

What it means to us is that we are vested in the success of the company. It means we hold one another accountable. It means we make decisions that are best for the company, not any one individual.

What it means to you.

What it means to you as a client is that we care. It means an unwavering dedication to quality, accuracy, and budget. It means a customer experience nothing short of exceptional.



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Engineering & Related Services

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[ BUILDING RELATIONSHIPS.  
DESIGNING SOLUTIONS. ]

## Technical Capabilities

### LAND DEVELOPMENT

- Site Analysis, Planning & Design
- Subdivision & Land Development Plans
- Zoning & Land Use Applications
- Erosion & Sedimentation Control Plans
- Regulatory Permitting & Approvals
- Feasibility Studies & Concept Planning
- Due Diligence Studies
- Master Planning
- Environmental Investigations & Remediations
- Wetland Delineation & Mitigation
- Floodplain Delineation & Analysis
- Landscape Architecture
- Parks/Recreation Planning & Design
- Trail & Greenway Design
- LEED Design Services
- Sustainable Design
- Property & Topographic Surveying
- Traffic Impact Studies
- Roadway Design
- Utility Planning & Design
- Expert Testimony
- Builder Services
- Construction Phase Services
- Right-of-Way Acquisition Services
- Wellpad/Pipeline Design & Permitting

### WATER RESOURCES

- Stormwater Feasibility Studies
- Floodplain Delineation, Mapping, & Analysis
- Erosion & Sedimentation Control
- Waterway Permits
- Comprehensive Watershed Consulting & Management
- Stream Restoration Design
- Hydrologic & Hydraulic Modeling
- Stormwater Ordinance Writing
- NPDES Permitting & MS4 Compliance
- Regulatory Agency Assistance
- Levee Certification
- Dam Services
- Stormwater Master Plans
- Structure Design
- Scour Analysis
- Drainage Design

### ENVIRONMENTAL STUDIES & DESIGN

- Investigations & Remediation
  - Phase I, II, and III Environmental Site Assessments (ESA)

- Underground Storage Tank Management
- Asbestos, Lead-Based Paint, Radon
- Environmental Baseline Studies (EBS)
- Site Characterization Studies
- Brownfields Remediation
- PA Act 2 Remedial Investigation Reports
- Regulatory Compliance
  - Preparedness, Prevention, and Contingency Plans (PPC Plans)
  - Spill Prevention Control & Countermeasure Plans (SPCC Plans)
  - Waste Characterization Studies
  - PA DEP Permitting & Report Preparation
- Natural Resources & Water Supply
  - Wetland Surveying, Delineation, Mitigation, & Aquatic Habitat Assessments
  - Obstruction & Encroachment Permits
  - Section 404/401 Army Corps of Engineers (ACOE) Jurisdictional Determinations
  - Categorical Exclusion Evaluations
  - In-Stream Macro-Invertebrate Studies
  - Watershed Assessment & Protection
  - Soil Analysis & Infiltration Testing
  - Erosion & Sedimentation Inspection
  - Stream Classifications/Habitat Assessments
  - Groundwater Availability Studies
  - New Water Source Exploration, Drilling, & Performance Testing

### WATER & WASTEWATER

- Water Storage Facilities Design
- Water Distribution and Booster Station Design
- Water Treatment Plant Design
- Drinking Water Supply Well Development
- Water Modeling & Analysis
- Emergency Response Plans
- Operation & Maintenance (O&M) Plans
- Safe Drinking Water Act Compliance
- Water Supply Planning
- Wastewater Treatment Plant Design
- Wastewater Pumping Station & Collection System Design
- Infiltration & Inflow Studies
- Combined Sewer Systems
- Sewer System Capacity Studies
- NPDES & MIPP Assistance
- Toxic Reduction Evaluation Studies
- Whole Effluent Toxicity Testing
- Act 537 Planning
- Wastewater Treatability Studies
- Sustainability and Reuse Planning

- Biosolids Management
- Construction Phase Services
- Operations Assistance
- Regionalization
- Asset Management

### TRANSPORTATION

- Traffic Studies & Analyses
  - Impact Studies
  - Origin & Delineation Studies
- Traffic Signal Design
- Intersection Improvements
- Highway Occupancy Permits
- Parking Facilities
- PENNDOT Compliance & Permits
- Structural Systems Design
  - Retaining Walls
  - Building Systems
- Highway & Interchange Design
  - Corridor Location Studies
  - Widening for Auxiliary Lanes
  - Rehabilitation/Realignment/Reconstruction
  - Pavement Design
  - Environmental Documentation
  - Drainage Design
  - Maintenance & Protection of Traffic for Construction
  - Right-of-Way Plan Preparation
  - Utility Coordination
  - Construction Cost Estimates
  - Stormwater Management Facilities Design
- Right-of-Way Acquisition Services
- Bridge Design, Inspection & Rehabilitation
  - Hydraulic Analyses
  - NBIS Inspection & Testing
  - Structural Ratings & Analyses
  - Single & Multiple Span Pedestrian, Highway & Railway Bridges
- Rail Services (Class 1 & Class 2)
  - Mainline Siding
  - Freight Yard Expansion
  - Track Rehabilitation
  - Track Evaluation
  - Construction Management & Inspection
  - New Track Design
  - Feasibility Studies
- Aviation
  - Airport Runway Design
  - Airport Taxiway Design
  - Helipad Design
  - Landside and Airside Design for Fixed Wing and Rotary Aircraft Operations

## SURVEY

- Boundary & Topographic Surveys
- Terrestrial Laser Scanning
- Record/As-built Surveys
- Geodetic Control Surveys
- Subdivision & Land Development
- Construction Layout Stakeout
- Control Surveys for Remote Sensing, Photogrammetry & LiDAR Acquisition
- Transportation Surveys
- Route/Right-of-Way & Easement Surveys
- Wetland & Drainage Surveys
- GIS Surveys
- Field Data Acquisition for GIS Database Development
- Web-Hosting for Municipal GIS Databases
- ALTA/ACSM Land Title Surveys
- Court Exhibit Surveys
- Expert Witness/Testimony
- Stormwater Management, FEMA & Floodplain Management Surveys
- GPS Control Networks
- Utility Surveys & Mapping (Electric, Telephone, CATV, Sewer, Water, Gas)
- Data Acquisition for Geographic Information Systems (GIS) Development

## FINANCIAL

- Long-range Capital Plans and Funding Strategies
- Grant & Loan Financing/Administration
- Utility Rate Studies/Cost of Service Studies
- Capital Charge Studies
- Asset Management Plans
- Stormwater Authority Development
- Valuation Studies/Utility Sale & Lease Analysis
- Program Management
- Expert Testimony on Charge Related Matters
- Budget Assistance and Review
- Intermunicipal Agreements/Wholesale Service Fee Development
- Economic Impact Studies
- Impact Fees/Assessment Programs
- Recovery Plans
- Infrastructure Management

## MUNICIPAL SERVICES

- Municipal Representation
- Capital Improvement Planning & Design
- Comprehensive Community Planning
- Asset Management
- Geographic Information Systems (GIS)
- Stormwater Management
- Land Use Planning & Zoning
- Land Development Reviews
- Parks & Recreation
- Streetscape Design
- Transportation Planning
- Traffic Engineering
- Bridge Design
- Roadway Design
- Pavement Management
- Water & Wastewater Systems Design
- Financial Services & Grant Applications
- Construction Phase Services

## GEOGRAPHIC INFORMATION SYSTEMS

- GIS Design/Implementation/Training
- Enterprise GIS design and Implementation
- Enterprise Geodatabase Management
- Database Design, Data Entry, Implementation
- Data Management, Analysis and Modeling
- Infrastructure Asset Management
- Web-based GIS Services
  - Customized System Development
  - ArcGIS Online implementation
- Custom Tool and Application Development
- Solutions integration (i.e. BIM, Document Management, etc.)
- Field Data Collection
  - Mobile GIS
  - GNSS/GPS Data Collection
- Base Mapping Development
- 3D Visualization and Modeling
- Facility Management
- Utility Management and Modeling (Sanitary, Water, Stormwater, Electric, Gas, etc.)
- Sign Inventory and Management
- Roadway and Pavement Management
- Watershed Planning and Analysis
- Parks and Recreational Planning

## COMMUNITY & STRATEGIC PLANNING

- Comprehensive Plans
- Zoning Ordinances
- Subdivision and Land Development Ordinances
- Land Use Studies
- Recreation Plans
- Master Plans
- Public Input Facilitation
- Transportation Planning
- Corridor Studies
- Zoning Analysis

## CONSTRUCTION PHASE SERVICES

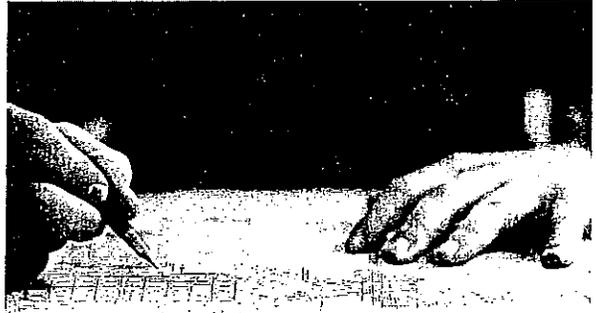
- Constructability Analysis
- Probable Construction Cost Opinions
- Project Schedules/CPM Networks
- Construction Quality Assurance/Control Plans
- Construction Management
- Contract Administration
- Design/Build Engineering
- Construction Monitoring
- Resident Project Representation
- Claim Analysis & Disputes Resolution
- Distressed Project Recovery Consultation



## 4. Description of Strategies

## Description of Strategies/ Goals and Objectives

The following alternative analysis will be included as part of the Feasibility Study/Execution Plan to aid to overall program success and streamline implementation:



### Alternative Analysis #1: Storm Water Service Area

- A. Questions to be addressed through analysis:
- What are the administrative and jurisdictional benefits to a regional authority relative to the Lackawanna River basin?
  - What are the financial benefits to a regional authority in this area?
  - Should the storm water authority provide services solely within City-limits or is a multi-municipal approach feasible and beneficial?
- B. Method for determining and evaluating alternatives: The service area for the authority will be a key consideration throughout the course of developing the Execution Plan. HRG proposes for a kickoff meeting to be held with City staff, local elected officials, state legislators, and PA DEP representatives to provide initial education on the benefits of regionalization and gain an understanding as to the interest of municipalities in the Lackawanna River basin to partner together on storm water management. There may be benefit in surveying municipalities at the conclusion of the meeting to evaluate interest in further considering partnering opportunities.

We recommended for a more detailed questionnaire to be distributed to the municipalities to define current storm water needs throughout the region. This will be utilized to better understand needs, goals and willingness to collaborate, which will aid in understanding which authority services might enhance municipal participation, as well as which services may push municipalities away.

The analysis will include a business plan model, which will serve as a tool for demonstrating to municipalities the short and long term cost savings provided by the regional approach to attempt to gain their buy-in.

### Alternative Analysis #2: Services to Be Provided by the Authority

- A. Questions to be addressed through analysis:
- What are the region's needs relative to storm water management?
  - Are the needs similar from municipality to municipality?
  - In what areas are municipalities willing to cooperate on storm water management?
  - What set of services should the authority provide?
  - Should the authority provide similar services to each municipality or are differing levels of services warranted?

[DESCRIPTION OF STRATEGIES]

- vi. How can the role of storm water management best be divided between municipalities, the county and a regional authority? What political and financial perspectives play into this determination?
- vii. What is the long-term vision of the authority and should the authority's role expand over time?

B. Method for determining and evaluating alternatives: Results of the municipal survey, coupled by the business plan model, will provide key information for evaluating these alternatives. Survey results will specifically provide detail as to which storm water functions the municipalities would like to maintain control over and which they are willing to partner on, if cost savings can be derived. The results may also shed light as to what services are key to get initial municipal buy-in and which should be considered in the long run to take full advantage of economies of scale.

**Alternative Analysis #3: Regulatory Responsibility**

- A. Questions to be addressed through analysis:
  - i. How will DEP streamline permitting requirements?
  - ii. Should the municipalities come under a joint permit or retain separate MS4 Permits?
  - iii. Should the authority serve as permit administrator or co-permittee?
  - iv. What does the regulatory transition plan entail?
  - v. What environmental or legal hurdles may the City need to overcome in implementing a regional approach?
- B. Method for determining and evaluating Alternatives: HRG suggests fostering a dialogue with the regional and central PA DEP offices from the onset of the Feasibility Study/Execution Plan in order to gain their support, partner for educating the municipalities and have a platform for discussing the technical aspects of permit compliance under the role of Administer or Co-permittee. With our other regional collaborations, such as those with Wyoming Valley Sanitary Authority and York County Planning Office, we have found that an open dialogue with DEP is key in assessing true benefits and feasibility. By taking on the role of permit administrator, an authority is also assuming some liability for permit compliance. Understanding the key aspects of permit requirements and regional pollution reduction planning in paramount at the onset of our work. Through our work with WVSA, HRG has a strong relationship with key personal at the Northeast Regional DEP office relative to regional storm water management in addition to working relationships with Patrick McDonnell, PA DEP Secretary, Aneca Atkinson, Acting Deputy Director of DEP, and other key personnel. These relationships will foster open and thorough communication relative to your project.

**Alternative Analysis #4: Cost Benefits**

- A. Questions to be addressed through analysis:
  - i. What economies of scale can be realized?
  - ii. How should costs of a regional program be equitably allocated amongst municipalities and their property owners?
  - iii. What will it cost to get the authority up and running? What is needed from a staffing, equipment, labor perspective?
  - iv. What is the cost benefit to municipalities from a regional approach?
  - v. How much would the typical residential property owner save?
  - vi. Will paying a storm water fee in place of paying for storm water via tax, save residential property owners money?
  - vii. What is the cost impact if only a handful of municipalities join?
- B. Method for determining and evaluating alternatives: HRG sets ourselves apart from other engineering firms through our unique Financial Services Division. Many of these staff members are licensed engineers with

## [DESCRIPTION OF STRATEGIES]

acute financing backgrounds who are equipped to understanding the cost causative parameters of storm water management and allocate these costs through the development of customized models.

Ultimately, the interest of local municipalities in opting into a regional authority will be centered in the cost savings to be realized by each municipality. The local officials who we will need to take specific action to join the program (passing of ordinances, resolutions, etc.) will desire to justify to their constituents that regionalization saves money and paying for storm water through a new fee benefits the majority of property owners.

In addition, municipalities will desire to know short and long term cost commitments to the program and what upfront contributions are needed to get the authority up and running. The business plan model will provide this key information to reduce concern and garner support for a collaborative storm water approach.

### **Alternative Analysis #5: Funding Alternatives**

- A. Questions to be addressed through analysis:
  - i. What funding opportunities exist besides rate revenue?
  - ii. What government subsidized programs should be considered?
  - iii. How should start-up costs be allocated under a storm water fee is in place?
  - iv. What strategic partnerships are available on the local, county, state and federal levels to reduce costs?
  - v. What type of credit policy is recommended?
- B. Method for determining and evaluating alternatives: As mentioned under Item 4 (above) HRG has a specific Financial Services Division. A top focus of this staff is assisting clients with securing cost effective financing for planning, design and construction. In the case of our other regional programs, HRG has formed partnerships with our clients and the United State Army Corps of Engineers as well as the United States Geological Survey to implement programs for a fraction of the cost. HRG is also a registered technical provider for the National Fish and Wildlife Foundation and therefore eligible to both submit grant applications and perform associated planning and design work for our clients. HRG will use our knowledge of eligible funding sources to assist in determining which financing sources should be considered for implementation costs.

HRG will use our expertise in working with over 90 Pennsylvania municipalities on storm water utility implementation/regional storm water collaboration to determine estimated startup and long term utility costs, along with financing strategies.

The backbone of our approach is strategic partnerships on every level, therefore alternatives will be considered as to what services can best be done via the authority as opposed to partnership agreements. Credit policies can be a powerful tool in engaging property owners and gaining support. This opportunity will be considered as part of HRG's work.

## [DESCRIPTION OF STRATEGIES]

### Alternative Analysis #6: Fee Structure Alternatives

- A. Questions to be addressed through analysis:
- i. What levels of service exist throughout the service area?
  - ii. Are services to be provided by the authority similar from municipality to municipality, and property to property?
  - iii. What the cost differential is between levels of service and does it warrant rate districts or specialized credits?
  - iv. Should fees be allocated based upon impervious area?
  - v. What is the most cost effective method for determining impervious area estimates throughout the region considering both time and upfront costs?
  - vi. What storm water fee structures should be considered based upon levels of service between property owners?
- B. Method for determining and evaluating alternatives: Storm water utility rates should be reflective of the level of service provided to the customer class. The levels of service and types of service, as recommended by HRG, will serve as the backbone in developing a rate approach. The objective of this user rate development is for the resulting structure to be fair and reasonable, based upon the levels of service provided. People who can see they are receiving a service and are being fairly charged will most often pay the bill.

HRG's goal is to develop rate methodology that fully funds the revenue needs of the Utility. All properties receiving the same level of service should be charged a uniform rate proportionate to the benefit they receive. If the levels of service are not uniform, the rates should reflect this difference. This is achieved through our holistic approach to the establishment of rates and our evaluation of various rate structure alternatives in which we identify variations in types and levels of service and derive a structure which fits the community. The result will be fair and reasonable rates which mitigate customer resistance and reduce the utility's need to undertake aggressive collection activities. HRG will evaluate and recommend various rate structure alternatives based upon levels of service and the quality of impervious area/Lackawanna County parcel data.

### Alternative Analysis #7: BMP Placement

- A. Questions to be addressed through analysis:
- i. Are there local or regional storm water problems that can be solved through implementation of BMPs associated with the PRP?
  - ii. How does storm water drainage flow throughout the region and can large scale BMPs be used to reduce overall compliance cost?
- B. Method for determining and evaluating alternatives: HRG will perform on-site field assessment for siting of BMPs. Selection on BMP type\locations will be based on a MS4/Flood protection Credit vs. Cost analysis to provide the most cost efficient solution for meeting the MS4 permitting reduction requirements and community value. Opportunity to address existing storm water issues by a planned BMP that shows value in the credit vs. costing ratio is desirable.

### Alternative Analysis #8: Key Implementation Steps

- A. Questions to be addressed through analysis:
- i. What education is currently necessary for elected officials relative to storm water management?
  - ii. What does a robust public education and outreach strategy look like?
  - iii. What is a realistic implementation schedule?
  - iv. Would standardized ordinances or other documents assist a regional solution?
- B. Method for determining and evaluating alternatives: Storm Water Utilities and associated fees are a new concept for Pennsylvania residents and property owners. As such, proactive communication is important in

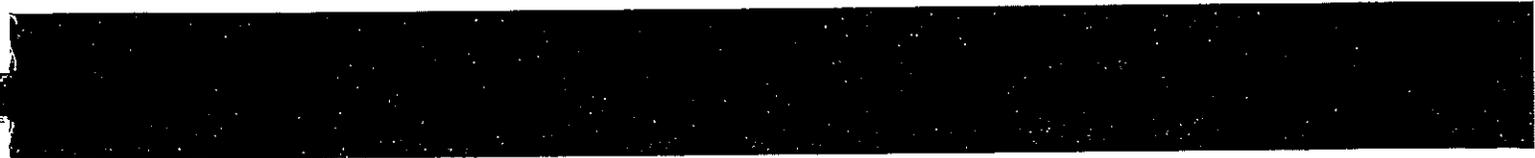
[DESCRIPTION OF STRATEGIES]

mitigating public misunderstanding as to the goals of the utility and the service it provides. Local elected officials should play a critical role in public education. As such, the City/Authority should maintain routine communication with each municipality served.

Similarly, The City/Authority will benefit from engaging the public in the identification of needs and long term goals of the system. Educating the public as to the program's focus on using funds for permit compliance and explaining the differences between drainage issues, storm water management and flood control can also help temper expectations. Through proper public outreach and education, property owners can come to understand that the charge is relevant and has a benefit to the broader community at large.

The Execution Plan will evaluate alternatives for communication throughout the community and make initial recommendations as to the types of methods and level of communication to be used. The ultimate communication strategy will be timed with the overall authority implementation plan. Timeline options should be considered to balance maximum regulatory benefit with ease of implementation and cost impacts. HRG will collaborate with the City's solicitor or special counsel, as needed, to provide analysis and recommendations as to standardized ordinance development or other aspects appropriate to streamline legal hurdles and aid administrative functions.





## 5. Financial Experience



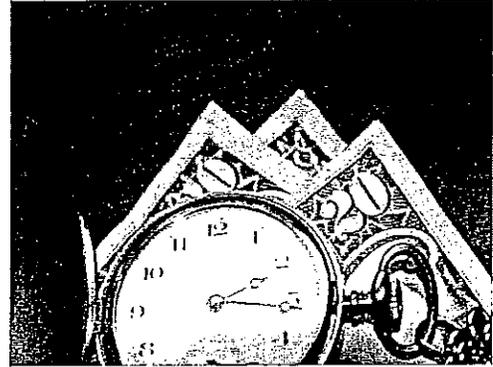
**Herbert, Rowland & Grubic, Inc.**  
Engineering & Related Services

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[ BUILDING RELATIONSHIPS.  
DESIGNING SOLUTIONS. ]

## Financial Experience

HRG understands that successful project implementation requires skilled analysis of all viable funding sources including local, state and federally subsidized programs in addition to private borrowing options. These options should be weighed against project schedule, probable success and likely financing terms to arrive at a cost effective plan which may include a compilation of funds from various sources. HRG's background and experience with the wide array of funding options and multi-source financing strategies makes us uniquely qualified to serve you in this regard.



HRG works directly for the Commonwealth of Pennsylvania, assisting in the administration of both the Commonwealth's Redevelopment Assistance Capital Program (RACP) in addition to the Pennsylvania Infrastructure Investment Authority (PENNVEST). Similarly, HRG assists Dauphin County in administering their Community Development Block Grant (CDBG) Program, which has enabled funding for a wide variety of community investment projects and has assisted Dauphin County in developing their own infrastructure funding program (DCIB-Prime). This work has enabled HRG to understand the depth and complexity of these and other local and state funded programs to ensure our clients looking to secure these funds are poised for effectively competing for, and receiving, cost effective financing. In addition, we routinely assist clients in obtaining and administering funds from the Pennsylvania Infrastructure Bank, Commonwealth Finance Authority, and United States Department of Agriculture, private lenders and bondholders, along with various other sources.

Our joint engineering and financial knowledge becomes even more important throughout the construction process in order to ensure requirements are properly implemented in construction documents, funds are used in the most effective and efficient manners and funding requirements are met every step of the way. By having a team of engineers and accountants working with the design engineers and project managers, we find that there is a seamless transition of project information and ease of implementation.

HRG is uniquely qualified to assist with:

- Establishment of project budget, cash flows and schedule for securing funds.
- Identification of available financing sources and finance strategy development.
- Securing, closing and administration of funds.
- Review of construction documents to ensure compliance with funding requirements and timely reimbursement of costs from funding agencies.

### Experience with Funding for Storm water Authority Implementation

HRG routinely assists clients in forming a partnership with the United States Army Corps of Engineers (USACE) for the provision of technical services in support of implementing a Storm water Utility. USACE has assisted in gathering information and data for justification of the storm water fee and implementation of enhanced storm water management programs. USACE Section 22 Assistance is a 50/50 cost share program allowing for more cost effective implementation of the utility.

[FINANCIAL EXPERIENCE]

Similar to many other municipalities in Pennsylvania, Scranton's storm water system is fairly reactive, and much of the storm water infrastructure is reaching the end of its useful life. Throughout Pennsylvania, HRG has been implementing storm water utilities and including USACE in the process. The Corps has assisted clients such as Derry Township, West Goshen Township, Capital Region Water, and the City of Lancaster with storm water utility mapping, condition assessment, asset management planning, capital improvement planning, impervious area estimates and the like. In fact, we are currently commencing a partnership with USACE to assist in developing a County-Wide Storm Water Authority in York County:

HRG is also a Technical Capacity Provider for the National Fish and Wildlife Foundation (NFWF). NFWF's Chesapeake Bay Stewardship Fund provides funding for various types of storm water planning and design to be completed by a Technical Capacity Provider. As a Technical Capacity Provider, HRG is qualified to apply for technical capacity grants which can fund Storm Water Authority Feasibility Studies.





6. Public Education and  
Outreach

## Public Education and Outreach (PE&O)

As previously discussed in the Project Approach section of this proposal, since stormwater utilities are new to Pennsylvania, their formations will likely result in inquiries from property owners questioning the benefits and fees for services that were previously funded through other mechanisms. These questions are best addressed by a proactive public education and outreach strategy, which includes reaching the public through various communication techniques.

Please refer to the attached article, titled "Thinking About a Stormwater Fee". This document was published by Adrienne Vicari (HRG's proposed project manager for your stormwater project) and discusses how to increase the odds of success in implementing a stormwater utility through a proper PE&O campaign.



An example of HRG's comprehensive PE&O experience can be seen through our work assisting Derry Township Municipal Authority (DTMA) in the implementation of their Stormwater Authority. As part of the process, HRG developed an overall public education plan which took into consideration the following:

- Variety of property owners in the Township.
- Communication methods commonly used in the community.
- Overall messages and content to be conveyed to certain types of property owners.
- Timing of the stormwater program development and fee implementation.

This plan was developed through discussions with DTMA, Derry Township, community leaders, stakeholders and the like with the intent to reach the greatest number of property owners over the course of the project. The plan included over fifteen (15) public education and outreach components implemented by HRG, DTMA or Derry Township and included the following communication vehicles:

1. Use of Stakeholder Advisory Committee (SAC)
2. Public Meetings:
  - New Stormwater Management Program (SWMP)
  - SWMP and Funding Structure
  - Fee Implementation and Credit Policy (2 meetings spaced 3 months apart)
3. Community Education (Public Education Strategy):
  - Information on Township & DTMA Websites
  - E News Blasts
  - Bill Inserts
  - Township Newsletters
  - News Reporter Meetings
  - Pamphlets/Handouts
  - Rain barrel & Other Community Events

Facilitation of the Stakeholder Advisory Committee (SAC) was instrumental in developing and implementing the right stormwater management program to fit this community which includes educational institutions, large industries, medical institutions, small business and a variety of residential property types. HRG assisted DTMA in

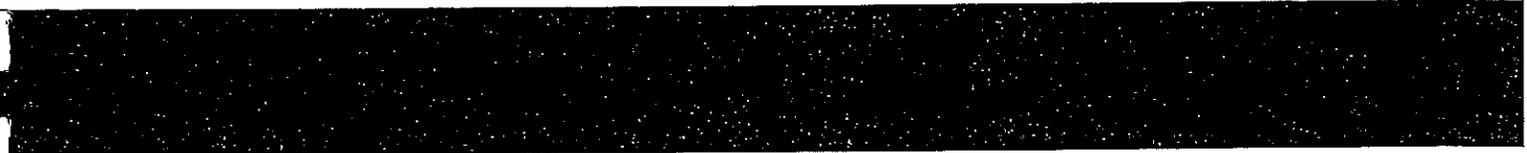
[PUBLIC EDUCATION AND OUTREACH]

the selection of SAC participants to ensure a true cross section of the community was represented in order to provide a diverse set of ideas and opinions. As part of the process, DTMA has asked the SAC to continue meeting through the early years of the Authority to discuss items like asset management and capital improvement planning. Refer to the case study entitled "*Stormwater Authority Implementation: Derry Township, Dauphin County, PA*" for additional detail. This document is included in the *Stormwater Management Utility Experience* Section of our proposal.

At HRG, we understand that active listening is critical to the success of every project. Whether it is an individual client, a committee, or a community-at-large, we work hard to ensure that every voice is heard and that the end product is reflective of that listening process. HRG's team also works with communities to identify unique ways to effectively organize public outreach efforts. Our strategy often builds on the use of multiple engagement techniques, such as a traditional public meeting, SWOT (Strengths, Weaknesses, Opportunities and Threats) exercises, workshops, visioning sessions and design charrettes. Regardless of the technique(s), our team facilitates each meeting to maximize information gathering by promoting interaction, participation, and open communication. Examples of various other types of public education experience include the following:

- **Transportation Improvement projects:** HRG routinely provides written content for municipal newsletters, websites, and newspaper articles and press releases. Public meetings are facilitated by HRG to inform the public of the proposed plan, receive public comments and arrive at solutions which benefit the municipality and meet the unique needs of the community: Project Example – *Orrs Bridge Replacement Project, Dauphin County Commissioners, Dauphin County, PA.*
- **Governmental funding agencies:** HRG assists the Commonwealth of Pennsylvania and county governments in developing and administering their grant and subsidized loan programs. This support often entails assisting the facilitation of grant announcements, program guidelines, FAQs and the like. At times this also includes assisting in educating the public and potential applicants by presenting at public meetings. An example of this experience includes our work with the Pennsylvania Infrastructure Investment Authority, implementing changes to their program and assisting in presenting at Information Exchange Meetings throughout Pennsylvania during the roll out of program changes.
- **Community Master Planning:** Our team of planners, landscape architects and engineers regularly work with community stakeholder groups and officials to set project expectations and details for a comprehensive public engagement process. As a result, our team has facilitated thousands of meetings in an effort to successfully build consensus around solutions to meet the challenging issues facing the communities we serve. We have first-hand experience with the deployment of local government communications programs that efficiently and effectively convey information and engage stakeholders. Example projects that included significant public engagement and facilitation for master planning include:
  1. *Main Street Revitalization – Borough of Zelenople, Butler County, PA*
  2. *Curwensville Lake Park Master Plan – Clearfield County, PA*
  3. *Hillside Farm Park Master Plan – Ferguson Township, Centre County, PA*
  4. *Butler Area Multi-Municipal Comprehensive Plan – Butler County, PA*
  5. *Business District Improvements Plan, New Wilmington Borough, Lawrence County, PA*



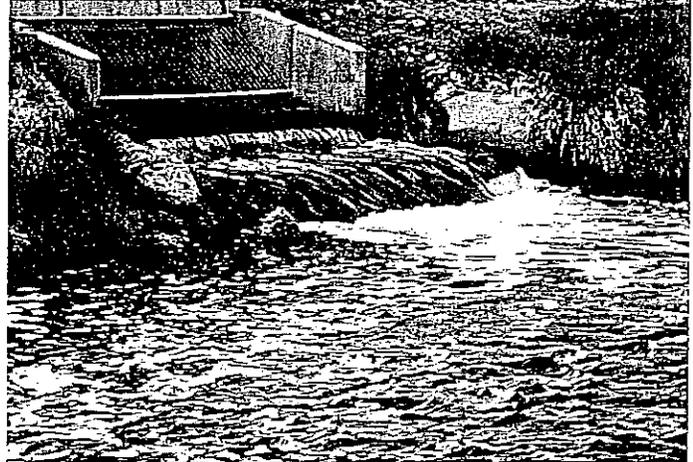


## 7. Storm Water Management Utility Experience

AN EMPLOYEE-OWNED COMPANY

## Storm Water Management Utility Experience

HRG has been serving the needs of municipalities for over 50 years. In that time, we have come to represent more than 120 local governments — some for more than thirty years. As a result, we have perfected our services and amassed a team of engineers, surveyors, construction representatives, and financial specialists capable of addressing all of the challenges facing municipal officials today. Our company has assisted municipal clients in Pennsylvania with storm water management for over fifty years and we are keenly aware of the currently changing state and federal regulations regarding storm water management.



HRG's staff has experience and training in the development of Utilities/Authorities and the emerging Pennsylvania storm water utility landscape. We begin the development stage by working with committees to identify the Utility's vision, mission, and goals, such as NPDES compliance, infrastructure asset management, sustainability, and MS4 compliance. Our knowledgeable team then provides program development services to address the following key components:

- Organization structure key drivers
- Program, practices, and permitting
- Finance
- User fees and rate studies
- Storm water credits and incentives
- Public information/education

HRG provides the level of support to match our client's needs, whether they desire a full-time consulting engineer to address the day-to-day needs of the municipality or simply on-call support for particular projects and meetings. HRG will be there with the knowledge and experience you require. HRG's experience includes:

### STORM WATER

- Storm Water Utilities
- Storm Water Feasibility
- Program Development
- MS4 Implementation
- Storm Water Management
- Drainage Design
- Floodplain Management

### LAND PLANNING

- Comprehensive Planning
- Land Use Planning and Zoning Recommendations
- Capital Improvement Planning
- Feasibility Studies

### WATER & WASTEWATER SYSTEMS

- Act 537 Planning
- Sanitary Sewer/Wastewater Treatment System Design
- Water Treatment System Design
- Water Storage and Distribution Design

### FINANCIAL SERVICES

- Regulatory Assistance and Permitting
- Ordinance Development
- Grantsmanship
- Rate Analysis
- Capital Improvement Program

### SURVEYING AND MAPPING

- GIS Development
- Land Surveying and GPS Data Collection
- Web-Based GIS Hosting and Development
- GIS Utility Data Collection
- Asset Management

### CONSTRUCTION ADMINISTRATION

- Constructability Reviews
- Construction Contract Reviews/Dispute Resolution
- Construction Inspection
- Bidding Services

[STORM WATER MANAGEMENT UTILITY EXPERIENCE]

**Experience in Storm Water Authority Feasibility Studies**

HRG's experience in working with municipalities and municipal authorities located specifically in the Commonwealth of Pennsylvania enables us to provide our clients with key considerations and custom fit analysis for use in considering the benefits of regional storm water authority development.

We are currently engaged in assisting counties, authorities and municipalities throughout the state in considering regional approaches to storm water management due to our inherent knowledge of:

- MS4 Permit requirements specific to the various regions of Pennsylvania.
- PA DEP's stance on regional MS4 Permitting/implementation and options for streaming permitting requirements if a regional approach is implemented.
- The Pennsylvania Municipal Authorities Act which establishes the legal framework under which an authority can operate and establish fees.
- Common issues effecting communities of various sizes and locations throughout Pennsylvania.

HRG does not provide a one-size fits all solution to the storm water needs of our clients. Instead we utilize knowledge specific to the community, county, region and state to provide custom fit solutions. This sets us apart in comparison to other firms providing similar Storm water Authority Feasibility Studies and Storm Water Authority Implementation. **The quality services and solutions we provide enable our clients to implement cost-effective, long-term solutions which save their communities money.**

Throughout Pennsylvania, HRG has been implementing storm water utilities, including USACE in the process. The Corps has assisted clients such as Derry Township, West Goshen Township, Capital Region Water, and the City of Lancaster with storm water utility mapping, condition assessment, asset management planning, capital improvement planning, impervious area estimates and the like. In fact, we are currently commencing a partnership with USACE to assist in developing a County-wide Storm Water Authority in York County.

**Examples of current work assisting clients consider the feasibility of storm water authority implementation include:**

- Wyoming Valley Sanitary Authority (Regional Storm Water Authority Feasibility Study to consider the feasibility, benefits and cost savings in implementing a storm water authority to service 32 municipalities in Luzerne County.)
- York County Planning Commission (Regional Storm Water Permitting/Pollution Reduction Planning/Storm Water Authority Planning benefitting 50+ municipalities in York County.)
- Hemlock Farms Community Association, Pike County, PA (Storm Water Authority Feasibility Study to consider implementing a storm water utility to serve the Community Association located in 3 municipalities in Pike County.)
- Lower Swatara Township, Dauphin County, PA - Storm Water Feasibility Study to consider utilizing the existing municipal authority for the implementation of storm water management solutions for the Township.
- State College Borough, Centre County, PA (Storm Water Feasibility Study to consider a Borough owned storm water utility versus a municipal authority for the implementation of storm water and pavement management solutions inside the Borough.) – **Refer to attached project sheet on the Borough's Storm Water Fee Feasibility Study**
- Lower Paxton Township, Dauphin County, PA (Storm Water Feasibility Study to consider long-term management of the Township's storm water system through either a Township Department or municipal authority.

**Experience Implementing Municipal Authorities in Pennsylvania**

HRG has broad experience assisting start-up utilities throughout the Commonwealth of Pennsylvania. We have assisted municipalities in understanding advantages and disadvantages of authority formation and the various forms of authorities (operating versus leaseback). Our project team has guided the development of rules and regulations, policies, internal and external reporting protocols, and associated operating documents. We have also assisted our clients in developing operating budgets, capital plans, financing strategies, user rates and capital charges. Throughout these processes, we have assisted clients with engaging the public and maintaining open communication with proposed rate payers. Project team experience with startup utilities includes the following entities for which we are either currently working with or have worked with in the past:

- Wyoming Valley Sanitary Authority (Storm Water), Luzerne County, PA – **Refer to attached project sheet on Storm Water Authority Implementation**
- Derry Township Municipal Authority (Storm Water), Derry Township, PA – **Refer to attached project sheet on Storm Water Authority Implementation**
- Bradford Sanitary Authority (Storm Water), McKean County, PA
- Chambersburg Borough (Storm Water), Franklin County, PA
- Clarion Borough Storm Water Authority, Clarion County, PA
- Cranberry Township (Storm Water), Butler County, PA
- Camp Hill Borough (Storm Water), Cumberland County, PA
- Lower Swatara Township (Storm Water), Dauphin County, PA
- East Lampeter Township (Storm Water), Lancaster County, PA
- Susquehanna Township (Storm Water), Dauphin County, PA
- Halifax Borough (Storm Water), Dauphin County, PA
- West Goshen Township (Storm Water Utility), West Chester, PA
- Valley Forge Sewer Authority, Phoenixville, PA
- White Run Regional Sewer Authority, Gettysburg, PA
- Penn Township Sewer Authority, Irwin, PA
- East Waterford Sewer Authority, Mifflin, PA
- Woodland-Bigler Sewer Authority, Woodland, PA
- Mountaintop Area Municipal Authority, Snow Shoe, PA
- Bear Creek Watershed Authority, Petrolia, PA
- Possum Valley Sewer Authority, Aspers, PA
- Benner Township Water Authority, Bellefonte, PA

The following project sheets, case studies and published articles are attached, providing an overview of HRG's experience assisting clients with effective storm water management:

**Case Studies**

- Storm Water Fee Feasibility Study, State College Borough, Centre County, PA
- Storm Water Authority Implementation, Derry Township, Dauphin County, PA

**Project Sheets**

- YBWA River Conservation Plan and Watershed Assessment, Lower Allen Township, Cumberland County, PA
- Storm Water Improvement Project, Township of Derry, Dauphin County, Pennsylvania
- Mobile GIS Development for Municipal Separate Storm Sewer System (MS4) Inspections, Hampden Township, Cumberland County, PA
- GIS Utility Geodatabase Development and Data Collection, Capital Region Water, Dauphin County, PA

[STORM WATER MANAGEMENT UTILITY EXPERIENCE]

- GIS Infrastructure Development For Sanitary, Water, And Storm Sewer Networks, Upper Leacock Township, Lancaster County, PA

**Publications**

- *"Determining if a Storm Water Utility is Right for Your Community"*  
Includes reprints of the following articles written by HRG and previously included in statewide municipal publications:
  - *"The Advantages of Storm Water Authorities for Financing your Storm Water Management Needs"*, Adrienne M. Vicari, PE, 2015.
  - *"Common Questions About Forming a Utility"*, Adrienne M. Vicari, PE, 2015.
  - *"Building Voter Support for Storm Water Fees"*, Adrienne M. Vicari, PE, 2015.
  - *"First Steps in Implementing a Utility"*, Russell F. McIntosh, 2014.



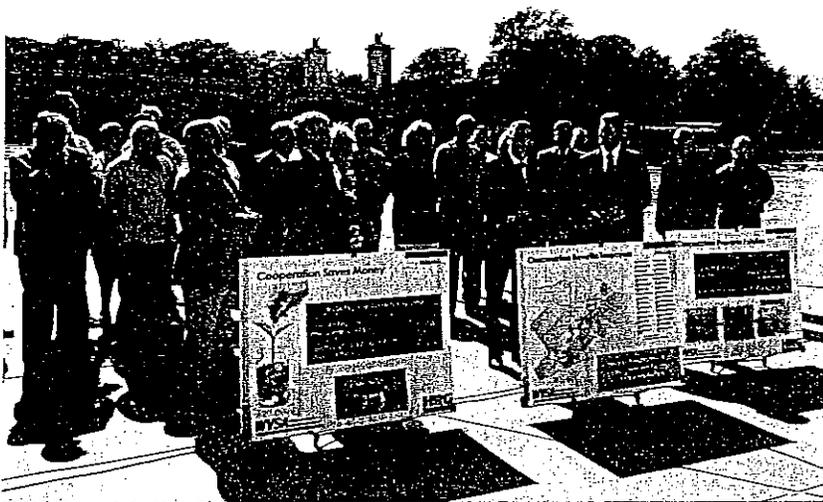
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[ BUILDING RELATIONSHIPS.  
DESIGNING SOLUTIONS. ]

# Regional Stormwater Management Cooperation & MS4 Compliance

Luzerne County, PA



Municipalities in Luzerne County are projected to save up to 90% on the cost of MS4 pollution reduction plan preparation by banding together for a regional approach to stormwater management. They're also projected to save up to 70% on the cost of implementing Best Management Practices (BMPs) over the next five years. The reason is cooperation.

The Wyoming Valley Sanitary Authority (WVSA) believed it could serve its community well by coordinating a regional approach to stormwater management. Increasing regulation and aging infrastructure are placing a major cost burden on municipalities, and WVSA thought the economies of scale achieved through cooperation would make addressing these issues more affordable for a region that is no stranger to flooding and water quality issues.

They asked Herbert, Rowland & Grubic, Inc. (HRG) to determine if regional cooperation could indeed reduce stormwater management costs for area municipalities. Our feasibility study determined that the cost savings would be significant:

- Municipalities joining WVSA's coalition are estimated to save between 58% and 70% in capital costs over the next five years by working together on a regional approach to their MS4 permit compliance.
- As a group, they will save \$274 million on operations, maintenance, and improvements through 2037.

HRG took these stats to the local community and negotiated intergovernmental agreements with more than 30 municipalities to make the collaboration a reality. We conducted an extensive public involvement and communication campaign as part of this process. We also worked with government officials and various community organizations to gather support and promote partnerships that will reduce costs even further.

For example, we negotiated a 50/50 cost-share arrangement with the U.S. Army Corps

## Client/Owner

Wyoming Valley Sanitary Authority  
1000 Wilkes-Barre Street  
Wilkes-Barre, PA 18703  
717.975.7575

## Project Highlights

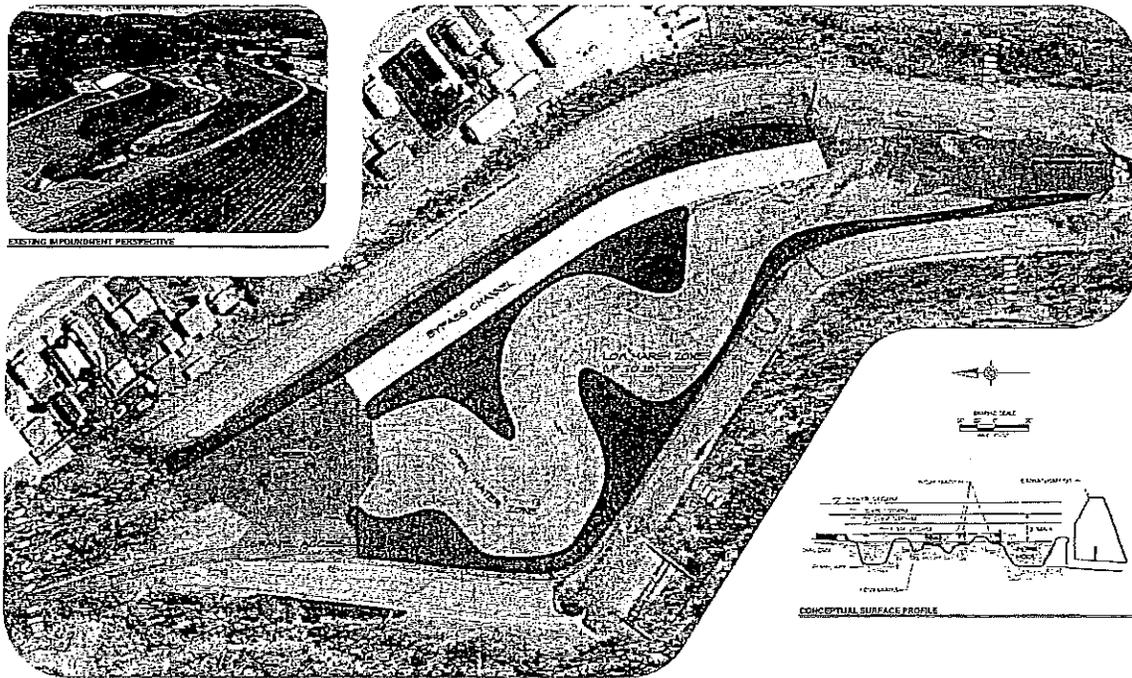
- Participating municipalities are projected to save \$274 million on operations, maintenance, and improvements through 2037.
- Cooperation drastically reduces the paperwork required for permit applications and reduces the number of BMPs that must be constructed to meet pollution reduction goals.
- The regional stormwater fee is lower than other stormwater fees around Pennsylvania and will be more than 70% cheaper for residential property owners than a property tax increase.

“By working together, these municipalities are reducing pollution less expensively than they could if they were making these efforts separately.

I am certain that the rest of the state will be looking at your exemplary leadership.”

— PA DEP Secretary  
Patrick McDonnell

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of Engineers to provide technical assistance with new stormwater mapping. We also commenced a partnership with the Luzerne County Flood Protection Authority to convert one of their flood control levees into a meandering stream with wetland plants that remove sediment and nutrients from the stormwater. This one BMP will help member municipalities meet 70% of their pollution reduction goals in the Chesapeake Bay watershed. As a result, they will need to construct fewer BMPs (saving on land and construction costs).

As part of our ongoing work, we have prepared regional MS4 permit applications and will be helping the authority implement a stormwater fee to finance green infrastructure solutions and assist municipalities in the repair and replacement of aging infrastructure. This fee will save residential property owners more than 70% in comparison to the cost they'd pay for stormwater improvements through a property tax increase.

WVSA's cooperative approach saves money and benefits the taxpayer, but it also benefits the environment. Stormwater doesn't recognize municipal boundaries. Pollution can travel through a watershed across multiple borders. Communities will be more effective at reducing pollution if they cut it off at the source, and that source may be in another municipality. A coordinated, regional approach will be much more effective at solving watershed problems than a fragmented approach where methods used by one municipality may be at odds with those used in another (or may be duplicative).

This is why the Pennsylvania Department of Environmental Protection (PA DEP) is encouraging regional cooperation on stormwater in its latest round of MS4 permitting and why they joined in a celebration of the partnership along the banks of the Susquehanna River in July 2017 (pictured on the front of this sheet).

Senator John Yudichak is also a major champion of the project, saying:

"WVSA's stormwater management program is the most significant environmental initiative in North-East Pennsylvania in the past 40 years. WVSA, its municipal partners, and consultant, HRG, are role models, paving the way for enhanced environmental stewardship through regional programming. The rest of Pennsylvania will look to them and one day follow suit."

## Stormwater Fee Feasibility Study

State College Borough, Centre County, PA



### Client/Owner

State College Borough  
246 South Allen Street  
State College, PA 16801  
814.234.7114

### Project Highlights

- Determined how much money the borough would need to manage its stormwater program over the next 5 years.
- Evaluated whether using tax revenue or charging a stormwater fee would be more cost-effective for users.
- Determined that a stormwater fee could reduce average residential user costs by more than 60%.

Like many municipalities, State College Borough is experiencing the dual pressures of aging infrastructure and increasing stormwater regulation. This is not expected to change any time soon: Regulatory requirements are anticipated to increase at exponential rates in upcoming years, and MS4 permit requirements get tougher with each new permit cycle.

As a result, State College Borough knew it would need to direct more revenue towards stormwater in the future than it has done in the past; what they didn't know was the best way to raise that revenue. This is where HRG was able to help.

We conducted a feasibility study for the borough, which included:

- Reviewing the borough's current stormwater management program and establishing future level of service goals.
- Estimating the revenue requirements to meet those goals over the next five years.
- Evaluating each of the mechanisms for generating revenue (i.e. taxes versus service fees) and the impact each mechanism would have on various customer groups.
- Considering the various advantages and disadvantages of a utility versus an authority structure.
- Outlining next steps for pursuing the recommended alternative.

According to our estimates, the borough would need to invest \$2.1 million per year over the next five years in order to provide the desired level of service to its constituents. HRG conducted a thorough analysis to determine if taxes or fees were the best approach for raising that revenue.

Historically, the borough has used general tax revenue to fund its stormwater program, but continuing to do so would require the borough to collect roughly \$20.74 per month in taxes from the average residential property owner in order to fund the next five years of service. That's \$249 per year.

**Under a stormwater fee program, however, the cost charged to an average residential property owner would drop by approximately 63% to just \$7.70 per month (or \$92 per year).**

That's because more than 20% of the impervious area in the borough is owned by tax-exempt organizations. If stormwater improvements were funded by taxes, service to those areas would essentially be subsidized by the other users, requiring them to pay a higher proportion of the system's costs than they would under a stormwater fee program (where every user – even tax-exempt organizations – pays according to his or her usage of the system).

Because of this, HRG's feasibility study recommended that State College Borough investigate its options for implementing a stormwater fee. This includes an evaluation of whether the borough and its customers would benefit more from operating a stormwater utility or creating a stand-alone stormwater authority.



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# Stormwater Authority Implementation

Derry Township, Dauphin County, PA



Herbert, Rowland & Grubic, inc. (HRG) is helping the Derry Township Municipal Authority (DTMA) assume responsibility for the community's stormwater system. This involves four major tasks:

- Defining the roles and responsibilities of the authority and the township.
- Determining anticipated costs.
- Developing a rate structure and billing program.
- Conducting public outreach.

## Defining Roles and Responsibilities

HRG facilitated discussions with both the township and DTMA (as well as their staff) to determine the best way to divide responsibilities in order to achieve cost savings and economies of scale. For example, money could be saved by assigning billing functions to DTMA, who already had billing software and staff in place for its sanitary service. Using this software and staff saved the township and authority from having to purchase additional software or hire and train a whole new staff. In addition, the township and authority could save on printing and mailing costs by including the bill for stormwater service on the same bill as sanitary service.

DTMA and Derry Township could also save money by assigning tasks like debris removal after a storm to township personnel, who already had the required equipment and expertise to complete the task (as opposed to DTMA purchasing additional equipment or hiring duplicate staff).

DTMA's example shows that the division of responsibilities for a stormwater authority can be customized to a particular community's needs. Derry Township Supervisors were very comfortable assigning responsibility to DTMA because of their history as a leader in water resources and fiscal responsibility.

## Client/Owner

Derry Township Municipal Authority  
670 Clearwater Road  
Hershey, PA 17033  
717.566.3237

## Project Highlights

- Developed several cost-saving strategies for the collection of impervious area data when this data was not available, as originally planned.
- Utilized our unique partnership with the US Army Corps of Engineers to offset start-up costs through funding and technical assistance from the Corps for mapping, condition assessment and flood modeling tasks.
- Assisted with the formation of a stakeholder advisory committee, facilitated public meetings, and prepared public outreach materials.



# Thinking About Adopting a Stormwater Fee?

## Studies Find That Public Outreach Increases the Odds of Success

Many townships realize the need to protect water quality by improving stormwater management. However, local leaders fear that constituents will oppose fees to subsidize these new environmental services. Experience shows that a transparent approach involving community stakeholders can build consensus.

BY ADRIENNE VICARI, P.E. / MANAGER OF FINANCIAL SERVICES, HERBERT, ROWLAND & GRUBIC, INC.

Increasingly stringent regulations are causing municipalities to recognize the negative impact of improper stormwater management on waters across the nation. To protect local water quality and reduce flooding (*as well as address aging infrastructure*), many municipalities are trying to determine the best way to budget for stormwater improvements.

For some communities, general tax revenue will be sufficient, but Act 68 of 2013 provides another option: It allows local governments to charge stormwater management fees through a new or existing municipal authority. Local leaders may worry, however, that this new fee

**Editor's note:** Statements of facts and opinions expressed by contributing authors do not necessarily represent those of PSATS' officers, members, and staff.

will be unpopular with residents and businesses.

Although stormwater utility fees are still largely uncharted territory in Pennsylvania — less than a dozen communities have established one — their use elsewhere has grown steadily over the

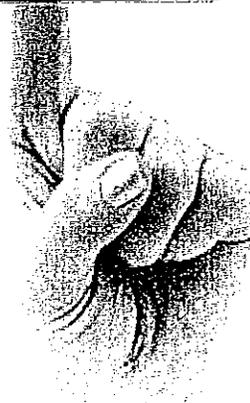
past four decades. Western Kentucky University has identified more than 1,500 stormwater utilities in the United States and Canada, serving communities as small as 88 people to more than 3 million. Their success in building consensus for stormwater fees can show townships a path to approval in their own community.

### Why residents oppose stormwater fees

PSATS and other organizations, including the National Fish and Wildlife Foundation and the Foundation for Pennsylvania Watersheds, supported research by Water Words That Work, which attempted to answer a basic question: Why would residents oppose a stormwater fee?

The group surveyed 1,000 Pennsylvanians to learn if they would approve of such a fee in their community, why

**YES**



Stormwater issues are on the rise for townships, but the infrastructure required to address these problems can be a budget buster. Implementing a stormwater management fee is one option, and it's most likely to succeed if residents have a role in the planning process. (Photos of road flooding, top right, and stormwater solutions courtesy of Herbert, Rowland & Grubic, Inc.)

they might oppose one, and what conditions would change their mind if they did oppose the fee.

Participants were asked at the beginning of the survey how they felt about stormwater fees and again after they were shown images of what the fee would accomplish. At the beginning of the survey, opinions were almost evenly split: 38 percent approved of a stormwater fee, 35 percent opposed it, and 27 percent were neutral.

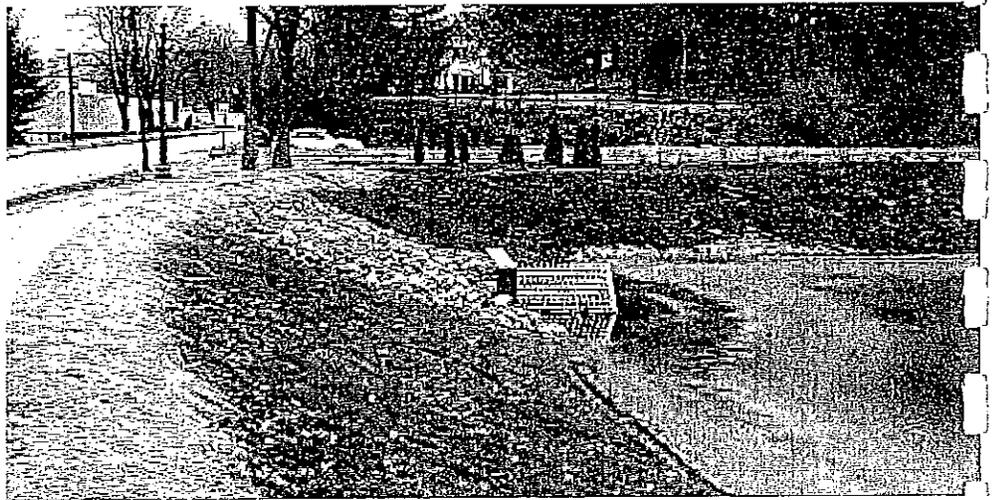
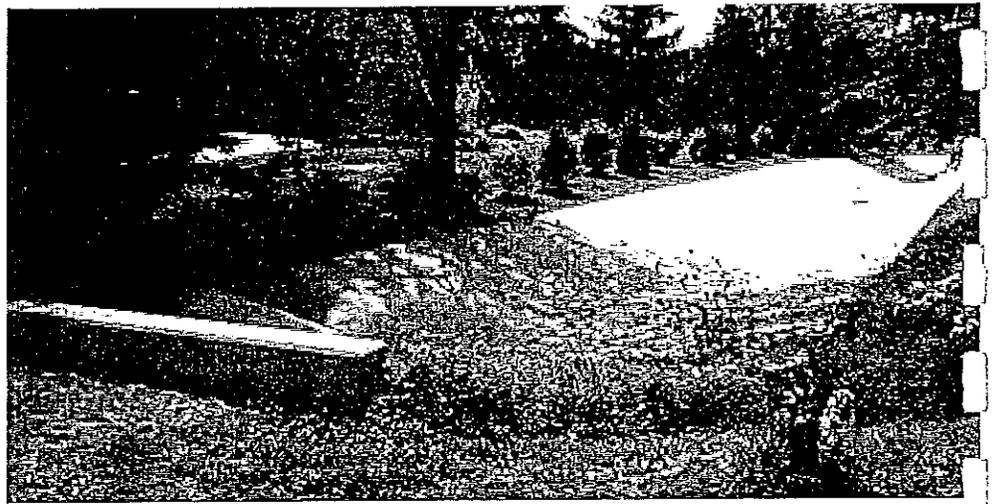
When asked again later, the opposition dropped from 35 percent to 19 percent, but what happened?

Initially, most people said they opposed the stormwater fee because they didn't trust the government to use the money properly. They were afraid the funds would be used for something else or that unnecessary work would be done because there was money to be spent.

The next most popular reason: People worried about the impact on their family's budget, which some said was already stretched to the limit. Others felt the fee was unfair, that churches and nonprofits should not have to pay, and that communities had more important priorities than stormwater.

Like most infrastructure, stormwater management systems and their benefits go largely unnoticed, even when heavy rains and flooding occur. This was the case in Fort Worth, Texas, for many years.

The city's occasional storm bursts were followed by periods of drought. When a major storm would cause flooding, local leaders would commission a study to prevent the problem. However, by the time the study was done, the drive to make changes had dried up with the rain. That's the way it was until 2004, when two major storms hit the area, flooding more than 300 homes and businesses and killing five people.



This motivated local leaders and residents to make a major change. As a result, Fort Worth adopted a stormwater utility program to provide stable funding for infrastructure. In fact, flood damage has convinced more than one community to support similar stormwater utilities.

### How to build support

The U.S. Environmental Protection Agency (EPA) reports that the threat of

flooding and polluted water motivated 11 communities it studied recently to implement stormwater fees. Other factors included:

- the financial consequences of doing nothing (for example, if penalties were about to be imposed due to environmental violations);
- the presence of state legislation authorizing stormwater utilities (similar to the legislation Pennsylvania now has);

# STORMWATER FEES

- the presence of other communities in the region successfully operating stormwater utilities (*which Pennsylvania largely lacks*); and
- the presence of a respected, local champion who can effectively make the case for a stormwater fee.

The most important factor for success, however, appears to be an outreach program that engages community stakeholders and the public.

During its study, the EPA found that each community's approach to engaging stakeholders varied based on its circumstances and budget. The more robust the outreach program is, the more expensive it is.

Officials in Lewiston, Maine, for example, met one-on-one with business leaders before formally presenting their stormwater fee for adoption.

Meanwhile, many other communities have opted to form stakeholder advisory committees that have helped to shape their stormwater programs.

This is the approach that West Goshen Township in Chester County is taking. The committee of 11 residents, commercial and industrial business owners, and local nonprofit and community leaders meets routinely to provide feedback on the township's stormwater program.

"We wanted organizations that were truly a part of this township and people that we knew would give this matter their full attention," assistant township manager Derek Davis says. "Our committee is made up of an array of businesses, nonprofits, homeowners associations, and organizations that are deeply involved in this community. Most of them have been here for a long time, and they'll be here going forward."

The committee is reviewing spending priorities, potential fee structures, a credit policy, and the best ways to engage and educate the public.

The township supervisors like the committee approach because it serves a dual purpose, Davis says. Residents and others on the committee learn about the program first-hand and can share what they learn with friends and neighbors.

"That can be a powerful tool," he says, noting that this personal approach to sharing information is more effective than an advertisement or an announcement in a newsletter or on a website.

In addition, committee members, as customers, will be paying the stormwater fee. Therefore, Davis says, they can provide "valuable input regarding the fee structure and how much a tolerable fee would be for residents."

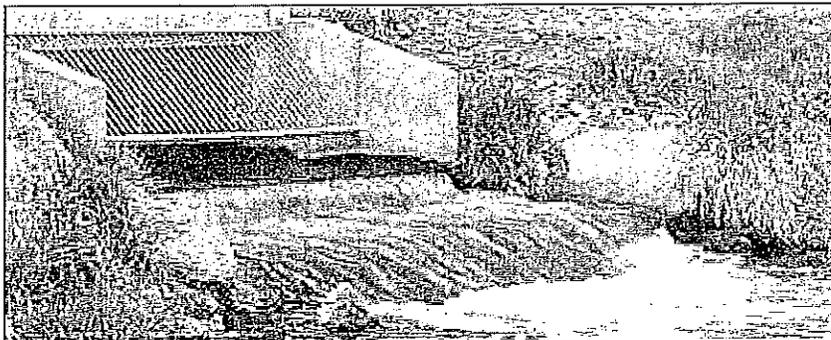
From these discussions, the board of supervisors has learned that a rate tailored to the various levels of stormwater service that the township provides is the key to overall community acceptance. The supervisors have also learned that public outreach is a valuable tool in educating the community about the need for proper stormwater management.

While many of the communities that had stakeholder advisory committees have since formed a stormwater utility, two did not. Based on those experiences, the EPA offers several recommendations to ensure a committee's effectiveness:

1) Make sure your township identifies and involves *all* potential stakeholders, even those who oppose the utility's formation. If you don't address the opposition's concerns at the committee meetings, that decision could come back to haunt you when it's time to pass the resolution.

This happened in Dover, New Hampshire, and Huntsville, Alabama, each of which had small advisory committees that did not engage all community groups. Although there was unanimous consent among the committee members to form a stormwater utility, opposition groups that were not represented on the committee ultimately drowned out their voices, and the municipal leadership declined to pass the resolution.

2) Create an open forum where people feel comfortable expressing all points of view. Again, you want to deal with any potential obstacles proactively, instead of being blindsided by them in the final stretch. Stakeholder advisory committee meetings are more conducive



**Are you looking for a way to fund your MS4 program and stormwater improvements?**

**HRG can help.**

Visit [HRG-INC.COM/stormwater-utility](http://HRG-INC.COM/stormwater-utility) for more articles and insights on how your township can get started.

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# STORMWATER FEES

to problem-solving and negotiating than public meetings are. By including your opposition early in the process and giving everyone a chance to speak freely, you ensure that major obstacles to support are addressed before a public vote.

3) Discuss the stormwater program and what it can accomplish first. Don't

bring up funding until you have established a need and motivated people to support the improvements. People need to know what they're getting before they can be motivated to hand over their money.

## Informing the community

As the examples in Dover and Huntsville show, it is not enough to gain the consensus of your advisory committee members. Your township also needs the support of the broad voting public. This will require the su-

pervisors to introduce a strong outreach program that educates residents about the benefits of stormwater improvements and how the fees will be assessed.

To be successful, a public outreach program must use a variety of channels to reach the broadest audience and make a compelling case in favor of the stormwater fee. Therefore, townships will want to spread the word in local newspapers and other publications, on TV and radio, via direct mail and billing inserts, on its website, and at community meetings (not only municipal meetings but also the meetings of neighborhood civic groups).

Advisory committee members can be especially helpful at these community meetings, serving as ambassadors and local champions of the program.

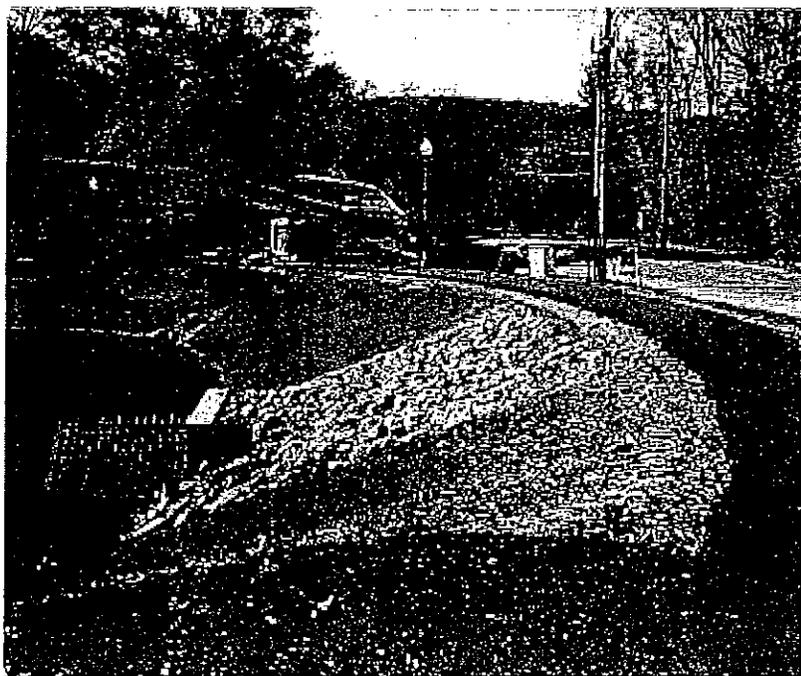
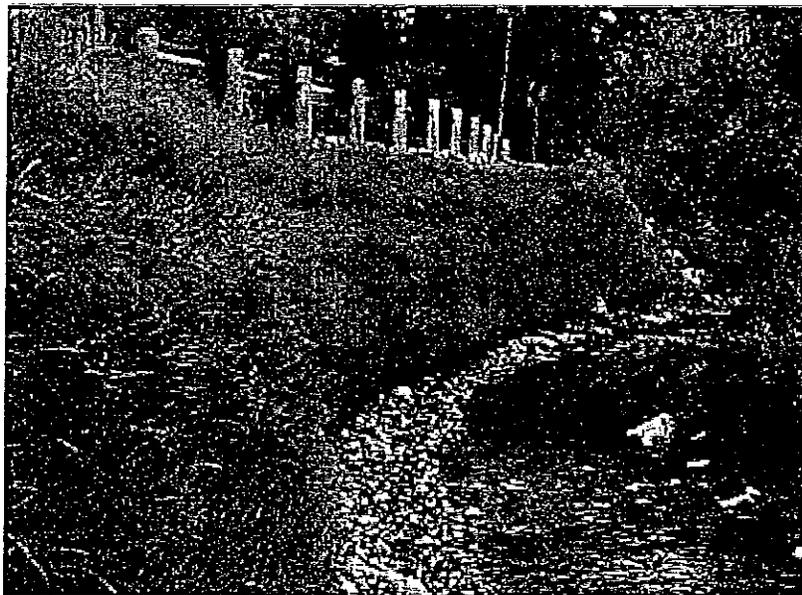
Keep in mind, though, that no matter how carefully the stormwater utility is planned and designed, some residents will still oppose the fee. Unfortunately, these are the people who are most likely to attend your public meetings. It's a good idea for township supervisors to have committee members on hand, too, so they can provide a favorable voice. In fact, after their attempt to create a stormwater utility failed, leaders in Dover said they wished that committee members would have attended their city council meetings to counter the very vocal opposition.

The experience of the EPA's 11 case study communities and the responses to the Water Words That Work survey provide good insight into what makes a compelling message in support of stormwater fees. Townships, therefore, should take the following steps:

1) Clearly define the benefits of the program. Tell people exactly what improvements you intend to make with the money you raise and quantify the benefits. For example, "This project will reduce the likelihood of flooding along Main Street by 75 percent."

2) Show and tell. Visuals are particularly persuasive. Water Words That Work found that showing people photographs of how the funds would be used had the single most dramatic effect in gaining approval for a fee.

3) Choose your words carefully. Give the fee a name that clearly conveys the service you will be providing. "Stormwater management," for ex-



ample, is too vague and largely meaningless to the average person. However, "clean water protection" has obvious value. In the Water Words That Work survey, "pollution control and flood reduction fee" tested better than any other term.

4) **Emphasize fairness.** People generally believe that those who use a service most should pay more for it so show them how your fee does this. Explain why it's important that nonprofits pay the fee because they, too, contribute to stormwater discharges (*often more than residents because of their large impervious parking areas*). Tell residents about credits they can receive if they reduce their stormwater impact by installing green infrastructure on their property.

In general, people perceive fees that are based on actual impervious area to be the most fair and equitable (*as opposed to a flat rate*). However, some of the communities that the EPA studied did successfully enact flat rates with effective public education about why they chose that option.

5) **Demonstrate cost-effectiveness**

and be transparent about finances.

If a stormwater utility is truly the best approach for your community, the numbers will convey that, and detailed economic studies should be an integral part of the planning process. Use those numbers to prove that it makes better sense to use a stormwater fee to accomplish program goals, rather than general fund revenues or other options.

As previously discussed, voters may distrust government's ability to use funds wisely. Being transparent about program finances — how the fee was determined and how it will be used — eases minds and reduces the chance of a legal challenge.

6) **Define this as a local solution to a local problem.** Avoid talk about state and federal mandates or general environmental goals. If flooding is a recurring issue for your community, show how this program will reduce that problem. If pollution is a concern, talk specifically about keeping local waters clean, including the streams where families teach their children to fish and the lake where they go swimming.

## Finding what works

Determining whether a stormwater utility is the most effective way to fund infrastructure needs in your community is a complex process that requires dual expertise in civil engineering and financial consulting. Unfortunately, some communities are afraid to even investigate the option because they believe their constituents will never support a stormwater fee.

In communities where it's not feasible to use general tax revenues, the research by the EPA and others shows that an effective public outreach program that includes key stakeholder groups from the beginning can persuade people to accept stormwater management fees. •

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*About the author:* Adrienne Vicari, PE., is the manager of financial services in HRC's Harrisburg office. She provides strategic financial planning and grant administration services to municipalities and their authorities. She also is managing several projects focused on creating stormwater authorities and adding stormwater to the charter of existing authorities.

# HRG

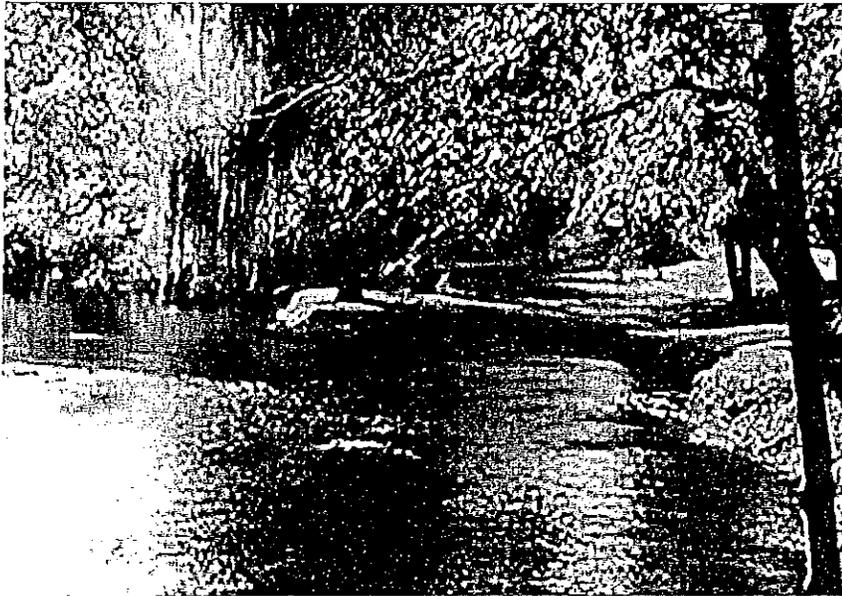
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## YBWA River Conservation Plan and Watershed Assessment

Lower Allen Township, Cumberland County, PA



### Client/Owner

Lower Allen Township  
1993 Hummel Avenue  
Camp Hill, PA 17011-5983  
717.975.7575

### Project Highlight

\$315,000 Project Funding through a DEP Growing Greener Grant and a DCNR Community Conservation Partnership Program Grant

Herbert, Rowland & Grubic, Inc. (HRG) worked with Lower Allen Township to form the Yellow Breeches Creek Watershed Association (YBWA). Yellow Breeches, a world-renowned trout fishery, is a 68.3 river-mile creek that starts in Southampton Township, Cumberland County, and flows east through Adams, York and Cumberland counties before draining into the Susquehanna River.

HRG's first priority was to work with Lower Allen Township representatives to obtain community involvement through public notices and meetings. This process identified a group of enthusiastic and dedicated volunteers who are now active members of the Board of Directors and the YBWA. The Association has obtained 501(c)3 status as a non-profit organization, and has organized committees to oversee Projects, Communication & Education, and Monitoring Activities in the watershed. HRG has served as a liaison between the Association and the Pennsylvania Department of Environmental Protection.

Also, HRG successfully aided the YBWA in obtaining an additional \$315,000 in grant funding from DEP and DCNR. HRG developed a River Conservation Plan and conducted a Watershed Assessment for the Yellow Breeches Creek. This included an inventory and analysis of the watershed's resources; collection of existing and new watershed and stream data; an identification and ranking of needs and problems; and the development of management options and strategies for watershed solutions through extensive public participation.



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# Stormwater Improvement Project

*Township of Derry, Dauphin County, Pennsylvania*



### Client/Owner

Township of Derry  
600 Clearwater Road  
Hershey, PA 17033  
717.533.2057

Herbert, Rowland & Grubic, Inc. (HRG) is assisting the Township of Derry in the design and implementation of solutions to overcome significant and reoccurring stormwater challenges in their community. Addressing stormwater issues was named the #1 priority by the Township Board of Supervisors and HRG was able to address this urgent issue with a stormwater improvement project designed to reduce the frequency of flooding for the Township and their residents.

HRG's professionals performed surveying, preliminary and final design, hydrology and hydraulic analysis, natural stream design, preliminary and final technical specifications, preparation of easement plats and documents, easement acquisitions, estimation of construction costs, permitting, utility coordination, Norfolk Southern coordination, preparation of a project manual and bidding documents, contract award services, contract administration services, and construction observation services.

Total project cost is estimated at over \$6 million and the scope of work included drainage design, stream restoration, obtaining 2 Water Obstruction & Encroachment permits, 3 NPDES permits, and 5 HOP permits. In order to alleviate the high costs associated with this necessary project, HRG successfully guided, applied for, and secured a \$1.8 million Pennsylvania Infrastructure Bank Loan and a \$4.3 million H2O Grant through the Commonwealth Financing Agency for the Township of Derry.

HRG was instrumental in partnering with the Township Board of Supervisors to successfully deliver on a promise to their constituents to solve stormwater issues that previously plagued the community.



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# Mobile GIS Development for Municipal Separate Storm Sewer System (MS4) Inspections

## *Hampden Township, Cumberland County, PA*

The purpose of this project was to assist Hampden Township's staff in developing a Geographical Information System (GIS) that would aid in Municipal Separate Storm Sewer (MS4) inspections.

Working with Township staff, it was decided to leverage existing Township installed IT infrastructure and software to develop and implement a mobile GIS solution using ArcGIS Server and ArcGIS Online through an Android based tablet.

The first step was designing an ESRI based geodatabase that reflected the requirements defined in the Department of Environmental Protection (DEP) MS4 inspection report. Care was taken during the design phase to account for all possible inspection scenarios while minimizing the amount of fields required for data input.

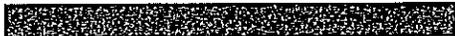
Once the geodatabase design was approved, the database was developed and implemented in ArcSDE running on Microsoft SQL server and populated with existing MS4 outfall locations. Once the information was uploaded into the geodatabase, feature services were created to expose and consume the data with ArcGIS Online.

With the database now accessible through ArcGIS Online, a web map and application were created to enable staff, connected to or remote from the local network, to edit the data. Also, since most outfalls are located in remote areas with limited accessibility, it was decided to deploy an Android based tablet due to its extreme portability and low cost.

The ArcGIS for Android application was loaded on the tablet along with the ArcGIS Collector for Android application. Both applications were configured to access the Townships ArcGIS Online Organizational account providing the end use / field operator the ability to edit the MS4 data and take and attach photos of inspected assets while in the field.

The end result was an application that can be utilized in the field to access/update the GIS database, enter/edit the MS4 inspection data directly, and even take/attach photos in the field; virtually eliminating time consuming data entry in the office.

Finally, in accordance with MS4 documenting requirements, the end data product can be used to generate reports directly out of ArcGIS for inclusion in the Township's MS4 report.



### Client/Owner

Hampden Township  
230 Sporting Hill Road  
Mechanicsburg, PA 17050  
717.761.0119



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Engineering & Related Services

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# GIS Utility Geodatabase Development and Data Collection

*Capital Region Water, Dauphin County, PA*

HRG is developing/customizing a Geographic Information System (GIS) database for Capital Region Water (CRW) potable water, storm sewer and public sanitary sewer infrastructure networks. As CRW's retained engineer, HRG has a long-standing relationship and has partnered to improve their water and wastewater infrastructure. The water system serves approximately 66,000 residents in the City of Harrisburg and portions of the Borough of Penbrook, Susquehanna, Swatara and Lower Paxton Townships. The combined sanitary/storm sewer system serves the City of Harrisburg; Penbrook, Paxtang and Steelton Boroughs; and portions of Susquehanna, Swatara and Lower Paxton Townships. Both systems date back to the early 1900's with sections predating the American Civil War.

HRG is assisting CRW with all aspects of the development of their GIS. The project began with a comprehensive project understanding and planning task to address the existing and future needs/wants of the GIS. In order to meet the defined goals and expectations, high accuracy basemapping including orthophotography, impervious surfaces (e.g., buildings, roads, parking lots, etc.), and surface elevations with contours was developed. Required hardware and the GIS platform (ESRI) were selected, installed and configured. An ESRI enterprise SDE geodatabase was developed, installed, configured on SQL Server, populated and replicated as part of this project. It will also be integrated with an asset management solution for extended infrastructure management capabilities as the project advances.

Also, research was conducted, and discussions and demonstrations were coordinated with various asset management solution vendors in order to assist CRW staff with the selection of the "best fit solution" for their needs. The Asset Management System will provide the vessel to inventory, manage, maintain, analyze and model CRW's water and wastewater systems and enhance emergency response capabilities in the future.

HRG's tasks also include Real Time Kinematic (RTK) GNSS and Conventional Survey data collection of the water, sewer, and storm facilities, and includes managing/coordinating with the SUE (Subsurface Utility Engineering) contractor selected to perform SUE Level B of all utilities and SUE Level A at certain locations. CRW facilities include approximately 23 miles of cross-country water transmission line, 250 miles of water distribution facilities, and 166 miles of sanitary sewer facilities. HRG's survey crews will collect over 100,000 utility features/ locations for this project. Survey efforts will include collecting potable water features such as mainline valves, curb-stops, fire hydrants, water lines; storm water features such as manholes, inlets, outfalls and culverts; and sanitary sewer features such as manholes, clean-outs, valves and pump stations.

As the project progresses, HRG will also assist with additional CRW staff selection/hiring and training. Even after the addition of new personnel, HRG will continue to support and collaborate with existing and future CRW staff to continue the growth, enhancement and update of the implemented GIS.



## Client/Owner

Capital Region Water (formerly The Harrisburg Authority)  
212 Locust Street,  
Suite 302  
Harrisburg, PA 17101  
717.525.7677



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DESIGNING SOLUTIONS. ]

# GIS Infrastructure Development For Sanitary, Water, And Storm Sewer Networks

Upper Leacock Township, Lancaster County, PA



### Client/Owner

Upper Leacock Township  
36 Hillcrest Avenue  
P.O. Box 325  
Leola, PA 17540  
717.656.9755

HRG developed a Geographic Information System (GIS) for the Township's public sanitary, potable water and storm sewer infrastructure networks. The project included Real Time Kinematic (RTK) GPS and conventional survey feature data collection. Mobile GIS technology, ArcGIS Desktop (ArcVlew) on a tablet PC, was then used for feature attribution and network development in the field.

HRG's survey crews have collected over 10,000 utility features to date. Survey efforts included sanitary sewer features such as manholes, grinder tanks, clean-outs, valves and pump stations, potable water features such as mainline valves, curb-stops, fire hydrants, and meter stations, and storm water features such as manholes, inlets, outfalls, and culverts.

A final ESRI geodatabase was delivered to the Township for incorporation into their GIS and connected to a stand-alone asset management database for extended infrastructure management capabilities. An ArcGIS Server web-based application was also developed as a deliverable to enable Township staff and public works crews to access the data remotely and without stand-alone desktop software.

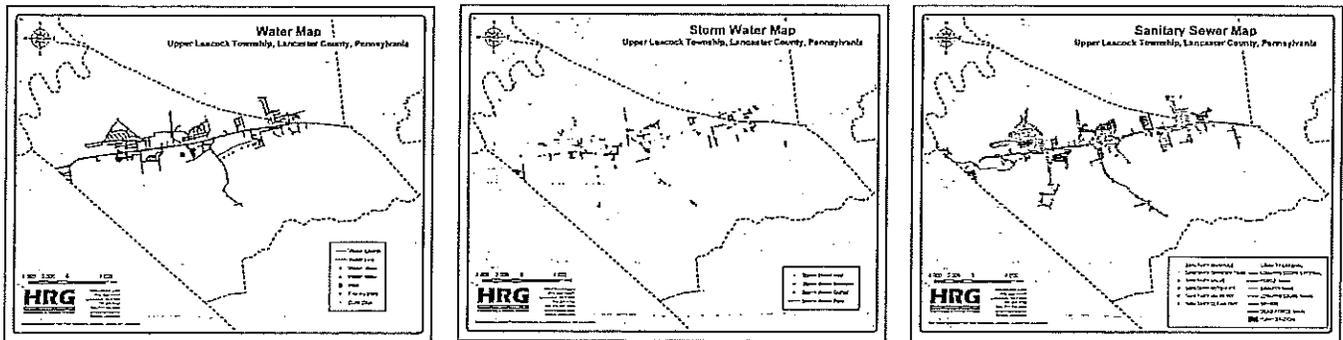
The final utility networks were incorporated with Lancaster County's GIS basemap information (parcels, roads, streams and orthophotography) to develop the final deliverable project for digital analysis within the Township's GIS.

**Schedule of Completion and Description of Time** - Original scope of work was completed within 24 months of the contract's initialization with ongoing infrastructure network support, additions and updates. Phase one collection, GPS locations, of Township responsible signage information has been completed as a follow-up addition to the Township's geodatabase and asset management system.

**Experience Developing and Populating Geodatabases** - A final ESRI file-based geodatabase was delivered to the Township for incorporation into their GIS and connected to a stand-alone asset management database for extended infrastructure management capabilities.

**Experience Collecting and Field Verification of Utility Features** - The project included Real Time Kinematic (RTK) GPS and conventional survey feature data collection. Mobile GIS technology, ArcGIS Desktop (ArcView) on a tablet PC, was then used for feature attribution and network development in the field. HRG's survey crews have collected over 10,000 utility features to date. Survey efforts included sanitary sewer features such as manholes, grinder tanks, clean-outs, valves and pump stations, potable water features such as mainline valves, curb-stops, fire hydrants, and meter stations, and storm water features such as manholes, inlets, outfalls, and culverts.

**Experience with ArcGIS Server** - An ArcGIS Server custom web-based application was developed as a deliverable to enable Township staff and public works crews to access the data remotely and without stand-alone desktop software.

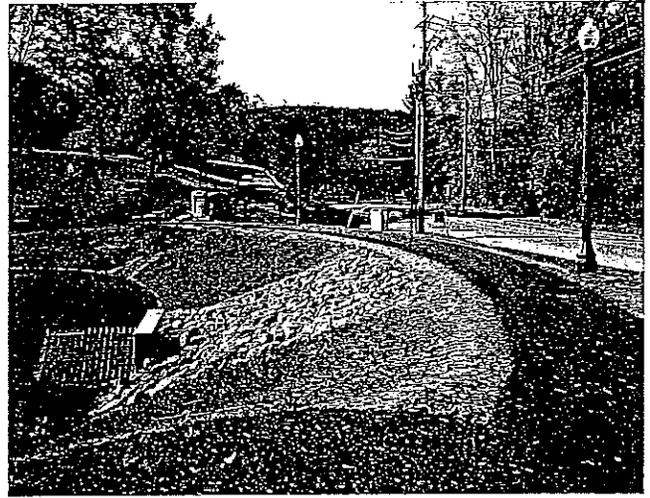


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Determining if a Stormwater  
Utility Is Right For Your  
Community



## ABOUT THE AUTHORS



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# 1 The Advantages of Forming a Stormwater Utility

Aging infrastructure and increasing regulatory obligations from the state and federal government have put a heavy burden on towns across Pennsylvania, and they are searching for ways to finance stormwater management beyond general tax revenue.

The ability to charge stormwater fees via a municipal authority was authorized by Pennsylvania Act 68 in 2013, and new legislation may give municipalities even more options for charging a stormwater fee. Still, many municipalities have questions and concerns about whether fees are right for their community.

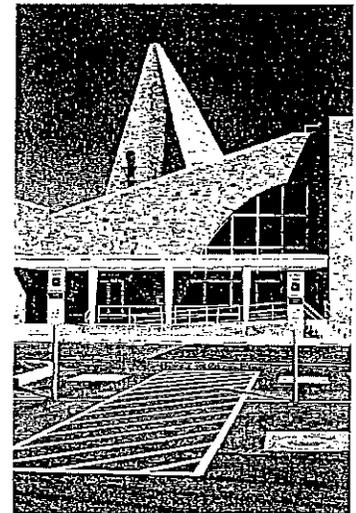
Every municipality's financial situation and stormwater needs are different, so it's wise to seek the counsel of a consultant with dual expertise in engineering and financial consulting to design a custom solution tailored to those unique needs. With that in mind, it's important to consider the many advantages stormwater authorities offer:

Stormwater utilities enable you to collect money from tax-exempt users.

Churches and non-profit organizations like hospitals and universities contribute a lot of stormwater runoff to the local watershed, but a tax would never collect any revenue from them because they are tax-exempt. By using the stormwater utility structure, you can charge fees to these users and collect their fair share contribution to stormwater management efforts.

Stormwater authorities can collect fees from multiple municipalities who may be contributing runoff to their watershed.

Political boundaries and watersheds seldom coincide. Stormwater is not neatly contained by political boundaries, and watersheds often cross through more than one municipality. But townships and cities cannot charge other local governments for stormwater management under state law.



Hospitals, universities, and churches typically feature large expanses of paved surfaces that contribute to stormwater runoff, but these contributions cannot be collected under a tax system because they are tax-exempt.

Watersheds typically cross multiple municipal borders. By forming a joint stormwater authority with neighboring communities, a municipality can ensure that each municipality pays its fair share.

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A multi-municipal (or joint) stormwater authority, however, can be set up to serve an area that extends beyond the boundaries of a single municipality, which enables everyone within a particular watershed to contribute to the stormwater management services it requires.

## Stormwater utility fees are more equitable than a property tax.

As previously stated, stormwater utility fees ensure that everyone who contributes to a community's stormwater pays for the services they use (even tax-exempt organizations, particularly if a utility is set up on a watershed-wide basis).

But stormwater fees are also much more flexible and responsive to the true nature of stormwater than a straight property tax would be. The value of someone's land has little to do with how much stormwater it creates, so a property tax is inherently unfair for this purpose. A property could be appraised at a high value and contribute very little to stormwater, but an experienced financial consultant can help set up an utility's rate structure based on the quantity and/or quality of runoff a property creates (rather than charging a flat fee or basing it on acreage).

A municipality can also offer credits to property owners who install stormwater best management practices (BMPs) for controlling runoff. (This has the added bonus of encouraging good behavior: inspiring people to install stormwater control measures like rain gardens, buffers, etc. on their property.)

Thus, a well-designed stormwater utility ensures everyone pays according to how much he or she uses the service.

## Stormwater utilities provide a dedicated revenue stream for stormwater improvements.

Relying on general tax revenue for stormwater improvements isn't practical for some communities. There simply isn't enough money to cover all of the needs the municipality must address, and stormwater often falls to the bottom of the list because money is allocated to more high profile projects. (For example, a bridge replacement or pavement rehabilitation.) Unless there is major flooding, stormwater is often forgotten and doesn't receive the financial attention it needs.

With a dedicated stormwater fee, the money is there to maintain, repair and replace stormwater infrastructure on a proactive basis, rather than waiting till flooding causes expensive damage or impacts public safety.



Municipalities can encourage good environmental stewardship by offering credits to property owners who install best management practices for controlling stormwater.

Many grant programs require matching funds before making an award, but matching funds over the life of a project can be difficult when relying on overstretched general revenue. The dedicated revenue stream an authority provides can move your project to the top of the selection list.

## A dedicated revenue stream for stormwater can improve the finances of a municipality.

It can do so in several ways. First, now that the municipality no longer directs tax revenue to stormwater management, it has more tax dollars available for its other priorities.

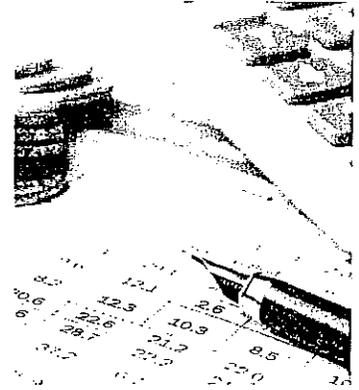
Second, debt associated with stormwater improvements is no longer considered direct municipal debt because it can be self-liquidated by the utility's revenue stream. Therefore, the stormwater debt doesn't count towards the municipality's borrowing limit, and its impact on the municipality's bond rating is reduced. This may enable the utility to implement larger projects or make improvements in a timelier manner than a municipality could using tax revenues.

Third, many agencies that offer grants and loans expect the municipality to put up matching funds, which is hard to do when you don't have a dedicated stormwater revenue stream. Even if matching funds are not an official requirement of the grant or loan, most funding agencies place a higher preference on recipients who have money available for the infrastructure because they have a greater confidence in their ability to complete the project if there are issues and to maintain it after it's done.

## Stormwater utilities are better positioned to raise rates than municipalities are to raise taxes if stormwater obligations increase.

Tax increases are not popular politically, and they are hard to pass. As stormwater infrastructure needs change, municipalities may need a revenue source that is flexible enough to meet those changing demands.

Every municipality's financial situation and stormwater needs are different, so it's wise to seek the counsel of a consultant with dual expertise in engineering and financial consulting to determine if a stormwater utility is right for your community. If it is, your consultant can help you organize a program that maximizes an authority's potential advantages: providing a dedicated revenue stream for stormwater management that is more equitable than other funding sources and freeing up the municipality's tax dollars for other priorities without adding to its direct debt or negatively impacting its bond rating.



Since municipal authorities are not subject to the same restrictions on borrowing and bond rating concerns as municipalities, they are often able to implement larger projects or make improvements in a timelier manner than a municipality could.

Grant and loan agencies often give higher preference to applicants who have dedicated funding for a project because it reassures them the job will be completed and properly maintained. They know these projects will be a good investment of their money.

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## 2 Common Questions About Forming a Stormwater Utility

Though utilities offer many advantages, municipal officials wisely ask many questions before jumping in. The following are the most common questions we receive from our municipal clients about forming a stormwater utility:

### Will voters support new fees for stormwater?

It is true that residents, business owners, and non-profit organizations will initially question the need for another bill; no one likes paying new fees. However, municipalities can win public support with extensive community involvement and educational outreach.

It's important to communicate that the new fee will be used exclusively for stormwater management and will not be "raided" for other purposes. It's also important to show the community exactly how their money will be invested: List the specific improvements you intend to make and use photographs and illustrations whenever possible. Emphasize the fairness of the fee: that everyone pays for the services they use based on the stormwater they contribute to the system (and not simply the value of their property). Accentuate the positive by naming the fee after the benefits it provides to the community (such as a "Clean Water Management Fee"), as opposed to the problems it addresses. Invoice the fee separate from taxes, similar to water and wastewater billing.

### Will it be expensive to get the utility up and running?

Most municipal budgets are stretched to their limit as it is, so investing money in the start-up costs associated with a new utility or authority is a hard sell when that money could be used for maintenance and repair of ailing infrastructure. But, even though the results are not physically tangible like new culverts or pipe repairs, the money you spend on a new stormwater utility or authority is a true investment in your community's future. **It will cost money to get up and running, but it will create revenue in the future that can be used to proactively address stormwater needs before they become costly emergencies. What's more, that dedicated revenue stream makes you eligible for grants and low-interest loan programs that otherwise would've been out of reach because of the need for matching funds.**



A knowledgeable financial consultant can answer all of the questions you have about forming a stormwater utility.

Grant money may be available to help offset the start-up costs associated with a stormwater utility.

Speaking of funding, some programs will help defray the start-up costs associated with organizing a utility. For example, West Goshen Township, Chester County, has entered into a 50/50 cost-share with the Army Corps of Engineers for technical assistance with mapping and inventory of their stormwater infrastructure. This step is necessary to develop the Stormwater Management Program and ultimately determine the revenue requirements necessary to establish and justify the stormwater rate.

Depending upon whether the municipality sells its stormwater assets to the authority or leases them, the municipality can also receive an upfront or annual payment from the authority for the transfer of facilities, which will help to absorb some of the start-up costs, as well.

However, municipalities may be able to avoid a lot of the start-up costs associated with an utility by simply adding stormwater to the charter for their existing water or wastewater utility. If they do, the structure and administrative functions (the board, billing, etc.) will already have been set up; the articles of incorporation will just need to be amended.

## Is it safe to give an authority responsibility over stormwater when the municipality is still liable for its MS4 permit obligations?

Though the municipality can appoint people to its board, ultimately, the authority is an independent body that makes its own decisions. Yet the municipality – not the authority – may be responsible for any fines incurred from not complying with MS4 permit requirements (Municipal Separate Storm Sewer Systems). This arrangement can easily seem dangerous to many municipal officials, but solutions are available.

**A knowledgeable financial consultant can assist in structuring the authority in many different ways to give the municipality flexibility in deciding which powers and purposes it wishes to assign.** One option is to set up an operating authority and pair it with a management and services agreement. Under this arrangement, the municipality transfers its facilities to the authority, who collects a rate and charges from local users to finance their operation, maintenance and improvements. The authority then "hires" the municipality to conduct operations and maintenance and perform administrative functions such as billing.

Another option is the reverse leaseback authority. Under this arrangement the municipality continues to own the facilities and finance capital improvements, but it leases the system to the authority for operation, maintenance and the setting of rates and charges.



Programs like a 50/50 cost share initiative with the Army Corps of Engineer can help defray the cost of stormwater system inventory and mapping, a critical step in forming a stormwater utility.



A consultant can help you negotiate ownership rights and responsibilities that work for you and the utility.

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Hybrid versions of these examples can also be established based upon the priorities and goals of the municipality.

In addition, the PA Department of Environmental Protection (DEP) is currently working through amendments to its program which may allow municipalities to transfer their MS4 permits to a stormwater authority along with the drainage and stormwater facilities. By transferring the permit, the municipality would also transfer the legal obligations and liabilities that go with it.

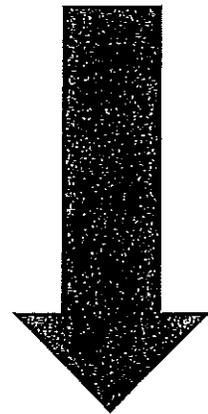
As you can see, the questions that municipalities have about stormwater utilities can be alleviated through joint planning by financial and engineering experts. Though municipalities typically think of their stormwater infrastructure as an issue for their civil engineer, municipal authorities are primarily financial organizations, so a thorough understanding of finance is important to ensure financial and legal obligations are met in the most advantageous way to the municipality as possible. With fears allayed, municipalities are then able to see the many advantages a stormwater utility offers.



### 3 Building Voter Support for Fees



A picture speaks a thousand words. In a study of 1,000 Pennsylvania residents, opposition to stormwater fees dropped from 35% to 19% once participants were shown photos of the improvements the fee would fund.



Many local officials realize the need to improve stormwater management to protect water quality, but fear constituents would oppose a new fee for stormwater services. Experience shows a transparent approach that involves community stakeholders can build consensus.

Though stormwater utility fees are still largely uncharted territory in Pennsylvania (less than a dozen communities have established one here), the use of dedicated stormwater utilities and stormwater fees is a nationwide movement that has seen steady growth over the past four decades. Western Kentucky University reports that there are more than 1,500 stormwater utilities throughout the United States and Canada, serving communities as small as 88 people to more than 3 million. Their success in building consensus among constituents for stormwater fees can show local municipalities a path to approval in their own community.

#### Why Would People Oppose a Stormwater Management Fee?

The Pennsylvania State Association of Township Supervisors (PSATS) and other organizations such as the National Fish and Wildlife Foundation and the Foundation for Pennsylvania Watersheds supported research by an organization

**1,500**  
stormwater  
utilities in  
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Canada

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known as Water Words That Work, which attempted to answer this very question. They asked 1,000 Pennsylvania residents various questions about stormwater fees to determine whether or not they would approve of such a fee in their community, what they might oppose about paying a stormwater fee, and what conditions could potentially change their mind if they did oppose the fee.

Participants were asked at the beginning of the survey how they felt about stormwater fees and again after they had been shown images that depicted exactly what the fee would specifically accomplish. At the beginning of the survey, opinions were evenly split: 38% approved of a stormwater fee, 35% opposed it, and 27% were neutral.

When asked again later – after they had seen photographs and specific information about the improvements a fee could fund, opposition dropped from 35% to just 19%. What happened?

Initially, the biggest reason people gave for opposing the fee was that they didn't trust the government to use the money properly. They were afraid the funds would be used for something else, or unnecessary work would be done just because there was money to be spent.

The next most popular reason for opposing the fee, according to Water Words That Work, was an inability to pay the bill. Several people felt they couldn't afford another monthly fee; their budget was already stretched to the limit.

Some people who opposed the fee felt it was unfair, that churches and non-profit organizations shouldn't have to pay. Others felt the community had bigger priorities than stormwater.

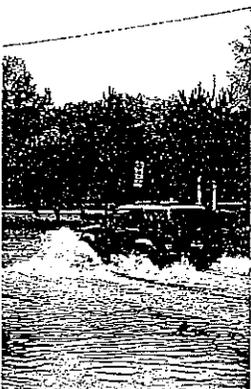
Like much of our infrastructure, the benefits of our stormwater management system go largely unseen and unnoticed. The only time we really think about stormwater is when we get heavy rains and flooding occurs, but instances like these may be very rare. And, even if they do occur, they may be forgotten before failures can be addressed. This was the case in Fort Worth, Texas, for many years.

According to a presentation given by their engineering manager, Don McChesney, in 2009, rain in Fort Worth tends to come in periodic bursts of storm activity separated by periods of drought. When a major storm would cause flooding in the area, local leaders would commission a study to prevent future flooding, but, by the time the study was completed, most people had moved on and the drive to make changes had dried up along with the rain. So it was until 2004 when two major storms hit the area, flooding more than 300 homes and businesses and causing five people to lose their lives.

This motivated local leaders and the community to make a major change, and Fort Worth was able to pass a stormwater utility in order to provide a stable source of funding to address their infrastructure needs. In fact, the damage caused by flooding events is not an uncommon source of support in communities that have successfully passed stormwater utilities.



People may think they can't afford the stormwater bill, but they may imagine it being much higher than it actually will be. This is why education is important.



Often, it takes a crisis for people to act. Damage caused by flooding is a common trigger for the successful passage of stormwater fees.

## How can you build support for a stormwater fee?

Fort Worth is not the only city that has seen flood events motivate local communities to enact stormwater fees. A study by the Environmental Protection Agency found that problems such as flooding and the potential loss of local lakes and streams due to pollution were two of the main factors that coincided with the successful implementation of stormwater fees in 11 communities it examined. Other factors included:

- The financial consequences of doing nothing (for example, if penalties were about to be imposed due to environmental violations).
- The presence of state legislation authorizing stormwater utilities (similar to the legislation Pennsylvania now has).
- The presence of other communities in the region successfully operating stormwater utilities (which Pennsylvania largely lacks).
- The presence of a local champion whose opinion matters to the community and who can effectively make the case for a stormwater fee.

However, whether these conditions existed or not, the most important factor determining if a community would be successful in building consensus for a stormwater fee was whether it successfully engaged community stakeholders and the general public in an outreach program. How is a successful outreach program designed?

### Designing a Stakeholder Outreach Program

According to the EPA's case studies, each community had its own unique approach to engaging local stakeholders based on their local circumstances and budget resources. (The more robust the outreach program is, the more it costs.) One community, Lewiston, Maine, met one-on-one with key commercial businesses in the area before formally presenting their stormwater fee for adoption, but, more often than not, communities formed stakeholder advisory committees who helped to shape the program over a series of periodic meetings.

This is the approach Derry Township Municipal Authority is currently taking here in Pennsylvania. The committee is comprised of residents, commercial and industrial business owners, institutions, and leaders of local non-profit institutions, who routinely meet to provide feedback on the stormwater program. Their discussions involve recommending spending priorities, evaluating potential fee structures, developing an appropriate credit policy, and determining the best ways to engage and educate the public. From these discussions, the authority has learned that a tailor-fit rate solution, which takes into account the



Forming a stakeholder advisory committee is a great way to ensure your plans for a stormwater fee address the concerns of the community.

The most important factor determining if a community would be successful in building consensus for a stormwater fee was whether it successfully engaged community stakeholders and the general public in an outreach program.

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various levels of stormwater service the authority provides, is key to overall community acceptance. They've also learned that public outreach will go far in terms of educating the community about the need for proper stormwater management.

While most of the communities in the EPA study who had stakeholder advisory committees successfully passed a resolution forming a stormwater utility, two did not. Based on the experience in each of those communities, EPA offered several recommendations for ensuring the effectiveness of a stakeholder advisory committee:

1. **Make sure you have identified and involved all the potential stakeholders – even those who oppose the formation of a utility.**

If you don't attempt to address the concerns of your opposition in these committee meetings, they can come back to haunt you later when it comes time to pass the resolution. This is what happened in Dover, New Hampshire, and Huntsville, Alabama. Both communities had small advisory committees, but they did not engage all community groups. Though there was unanimous consent among the committee members to form a stormwater utility, the opposition of certain community groups who had not been represented on the committee ultimately drowned out their voices, and the municipal leadership declined to pass the resolution.

2. **Create an open forum where people feel comfortable expressing all points of view.**

Again, you want to deal with any potential obstacles proactively, rather than be blindsided by them in the final stretch. Stakeholder advisory committee meetings are more conducive to problem-solving and negotiating in a deliberative way than public meetings are. By including your opposition early in the process and giving everyone a chance to speak freely, you ensure that major obstacles to support will have been addressed before a public vote.

3. **Discuss the stormwater program and what it can accomplish first. Don't bring up funding till you've established a need for improvements and motivated people to support them.**

People need to know what they're getting before they can be motivated to hand over their money.



Give the public – including any potential opposition – plenty of opportunities to offer their opinions and ideas.

A successful public outreach program uses many different channels to reach as diverse an audience as possible: newspapers, TV, radio, direct mail or billing inserts, the municipal website or email newsletter, public meetings, etc.

## Informing the Community through Public Outreach

As the examples in Dover and Huntsville show, it is not enough to gain the consensus of your stakeholder advisory committee members; you also need consensus among the broad voting public.

This means a strong public outreach program that educates people about the need for stormwater improvements in their community, the benefits they will receive from a proactive approach, and the manner in which they will be billed.

To be successful, a public outreach program must use a variety of channels to reach the broadest possible audience and must make a compelling case in favor of the stormwater fee. To reach a wide audience, a municipality will want to spread the word in local newspapers, on TV and radio, via direct mail or billing inserts, on the municipal website, and in-person at community meetings (not just municipal meetings but the meetings of neighborhood civic groups).

Stakeholder advisory committee members can be especially helpful at these community meetings, serving as ambassadors and local champions of the program. No matter how carefully the stormwater utility was planned and designed, inevitably some people will still oppose a stormwater fee. Unfortunately, it is those people who are the most likely to attend public meetings, so it's important to have supportive members of your stakeholder advisory committees attend these meetings to explain how the program came to be and provide a favorable voice. After their attempt at a stormwater utility failed, leadership in Dover, New Hampshire, said they wished they'd had members of the advisory committee in attendance at their city council meetings to counter the very vocal opposition they had.

The experience of the EPA's 11 case study communities and the responses to the Water Words That Work survey can provide a good deal of insight into what makes a compelling message in support of stormwater fees:

- 1. Clearly define the benefits of the program.**  
Tell people exactly what improvements you intend to make with the money you raise, and quantify the benefits of those improvements whenever possible. For example: "This project will reduce the likelihood of flooding along Main Street by 75%."
- 2. Show, don't just tell.**  
Visuals are particularly persuasive. Water Words That Work found that showing people photographs of how the fee would be used had the single most dramatic effect of any information provided in gaining approval of the fee.
- 3. Choose your words carefully.**  
Name the fee to clearly convey the service you are providing. "Stormwater management" is too vague and largely meaningless to the average person, but "clean water protection" has obvious value. In the Water Words That Work survey, "pollution control and flood reduction fee" tested better than any other term containing the words stormwater, authority or utility.
- 4. Emphasize fairness.**  
People generally believe that those who use a service most should pay more for it, so show them how your fee ensures that is the case. Explain



Words matter. In a study of 1,000 Pennsylvania residents, "pollution control and flood reduction fee" tested better than any other name for the fee containing words like stormwater, authority, or utility.



People are more likely to support the fee if you tie it to local issues: like protecting a treasured recreational resource. For example, a community lake or fishing hole.

why it's important that non-profits pay the fee because they, too, contribute to stormwater discharges (often more than residents because of their large impervious parking areas). Tell them about credits that people can receive if they lower their stormwater impact by installing green infrastructure on their property. In general, people perceive fees based on actual impervious area to be the most fair and equitable (as opposed to a flat rate), but some of the communities EPA studied did successfully enact flat rates with effective public education about the reasons why that option was chosen.

**5. Demonstrate cost-effectiveness and be transparent about finances.**

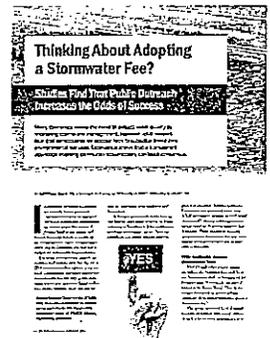
If a stormwater utility is truly the best approach for your community, the numbers will convey that, and detailed economic studies are always an integral part of the planning process. Use those numbers to prove that the stormwater fee will better accomplish program goals than general fund revenue or any other option available. As previously discussed, voters can often be mistrustful of a government's ability to use funds wisely. Being transparent about program finances (how the fee was determined, how it will be used) eases minds and reduces the chance of a legal challenge.

**6. Define this as a local solution to a local problem.**

Avoid talk about state and federal mandates or general environmental goals. If flooding is a recurring problem in your community, show how this program will reduce that problem. If pollution is a concern, talk specifically about keeping local waterways clean: the stream families teach their children to fish in, the lake where they go swimming.

Voters want to know exactly how their money will be used.

Be transparent about how the fee was determined and what improvements it will make possible. This eases voters' minds.



Determining whether a stormwater utility is the most effective way to fund infrastructure needs in your community is a complex process that requires dual expertise in civil engineering and financial consulting. Unfortunately, some communities are afraid to even investigate the option because they believe their constituents will never approve of a stormwater fee. In communities where utilizing general tax revenue is not the best approach, the research by EPA and others cited in this article shows that an effective public outreach program, which includes key stakeholder groups in the earliest planning stages, can be successful in persuading people to accept stormwater management fees.

*This article was originally printed in the October 2015 issue of PA Township News magazine and is reprinted here with permission from the publisher, the Pennsylvania State Association of Township Supervisors.*

## 4 Moving Forward: First Steps in Forming a Stormwater Utility

After weighing the pros and the cons of stormwater fees and learning how to persuade voters to support them, you're almost ready to move forward with implementation. You just have one more question: What exactly will forming the utility involve?

Essentially, the process can be divided into three phases:

- A review of your existing stormwater program
- Public outreach to gain voter support
- Calculation of rate structures and set-up of billing program

During the stormwater program review phase, you will need to inventory all of your existing infrastructure and identify any problems that need to be corrected. You will also need to determine the level of service you intend to provide and how much that will cost.

During the public outreach phase, you will use many of the techniques outlined in the previous chapter to gather feedback from the community and help them see the benefits a stormwater fee will provide them. This can involve forming a stakeholder advisory committee as well as publishing details about the program in local media and municipal communications such as newsletters or billing inserts,

During the final phase of implementation, you will evaluate the various options for calculating user charges, create a cost allocation model, and set up procedures and infrastructure for performing the billing function.

The following is a closer look at some of the steps you will take as you complete this process.

### Conduct an inventory of municipally-owned stormwater facilities.

Put on paper (or, even better, in a geographic information system (GIS) database) a list of all the pipes, inlets, outfalls, and other stormwater structures you own.



Every item in this inventory should include its:

- Location (making sure to note if it is on private property)
- Condition
- Annual maintenance costs

Inventory privately owned facilities that are connected to municipal facilities (as well as those that are not directly connected).

While the municipality does not have to pay to maintain these private facilities, its own system may not function properly if they malfunction, so the municipality must ensure they are being maintained. In order to do so, it will need to examine whether it has the legal authority to compel private owners to conduct maintenance. If it doesn't, it will need to draft that authority into its stormwater ordinance or any authority charter.

Estimate the timing and cost of future projects.

This information will be the basis of a long-term capital improvement plan, which is a list of the improvements the municipality will be making over a specific period of time (most likely 10 years). This information will help determine how much money will be needed by the authority over the 10-year period, so that it can calculate its revenue needs and secure any financing that may be available. With a clearly defined list of anticipated long-term construction costs, a municipality can determine if its existing funding sources will be enough to cover the need or how much debt it would be forced to acquire. If debt is necessary, the municipality should examine whether or not it has sufficient borrowing capacity.

Identify current annual operating costs for stormwater facilities.

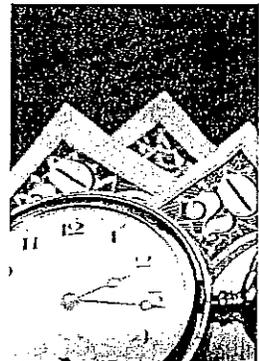
This includes labor, materials and services.

Estimate future annual operating costs and any annual debt service costs that will be associated with existing or planned facilities.

Assess public perception of stormwater costs.

Does the public know the benefits of stormwater management and the cost of providing that service? What is the general opinion of using tax revenue to fund stormwater

Even though you don't have to maintain privately owned facilities, you need to know where they are and what condition they are in. If they malfunction, it could impact your own facilities, so you will have to make sure you have the legal authority to compel private owners to conduct maintenance.



management versus a dedicated user fee? Be sure to quantify the percentage of "uncollectable" fees versus the amount of funding that is lost from a tax revenue approach due to tax-exempt properties.

If pursuing an authority, determine how you want to distribute powers between the municipality and the authority.

Since the municipality will always be responsible for the proper enactment and enforcement of state and federal regulations, the relationship between the municipality and an authority must be cooperative. A knowledgeable financial consultant can help a municipality structure an authority in many different ways to give it flexibility in which powers and purposes it wishes to assign.

One option is to set up an operating authority and pair it with a management and services agreement. Under this arrangement, the municipality transfers its facilities to the authority, who collects a rate and charges from local users to finance their operation, maintenance and improvements. The authority then "hires" the municipality to conduct operations and maintenance and perform administrative functions such as billing.

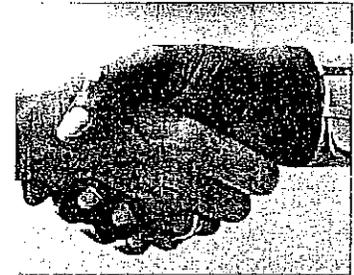
Another option is the reverse leaseback authority. Under this arrangement, the municipality continues to own the facilities and finance capital improvements, but it leases the system to the authority for operation, maintenance and the setting of rates and charges.

Hybrid versions of these examples can also be established based upon the priorities and goals of the municipality.

Be prepared to advance funds to accomplish these steps before the utility is generating revenue.

Stormwater utilities have similar powers and limitations as those placed on other utilities. Charges must be uniform and reasonable. This means that before any billing can occur, the creating body must identify the scope of service and the facilities that are included; determine their costs of acquisition, operation, and maintenance; and adopt a basis for billing. Also, authorities may only bill for service they render; they have no power to "tax" for the general good. Therefore, the municipality may have to put up funds initially to get the ball rolling.

The steps presented above are simply guidelines, and not all steps may be needed for all municipalities. By taking the time to complete the necessary steps, a municipality can be sure that it has designed a customized approach that will most efficiently meet its community stormwater needs.



There are many ways to structure an agreement between the municipality and its authority. An experienced consultant can help you negotiate an arrangement that best suits your community's needs.

**Township Engineer**

**Considering a Stormwater Authority? 12 Steps to Help Townships Make the Decision**

**INSIDE**

Author: [Name], Editor: [Name], Page: [Page]

**S**ome of the most important decisions a township can make are related to stormwater management. This article provides a comprehensive guide to help you make the best decision for your community.

**Stormwater utilities have similar powers and limitations as those placed on other utilities. Charges must be uniform and reasonable. This means that before any billing can occur, the creating body must identify the scope of service and the facilities that are included; determine their costs of acquisition, operation, and maintenance; and adopt a basis for billing. Also, authorities may only bill for service they render; they have no power to "tax" for the general good. Therefore, the municipality may have to put up funds initially to get the ball rolling.**

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This chapter was adapted from an article HRG published in the Winter 2014 issue of the Township Engineer newsletter, as produced by the PA State Association of Township Supervisors.

Are you ready to find a consultant who can help you evaluate the feasibility of a stormwater utility in your community?

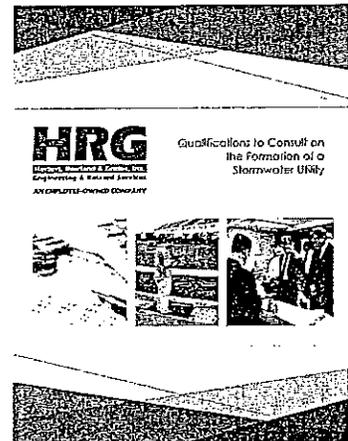
## Request HRG's qualifications package today

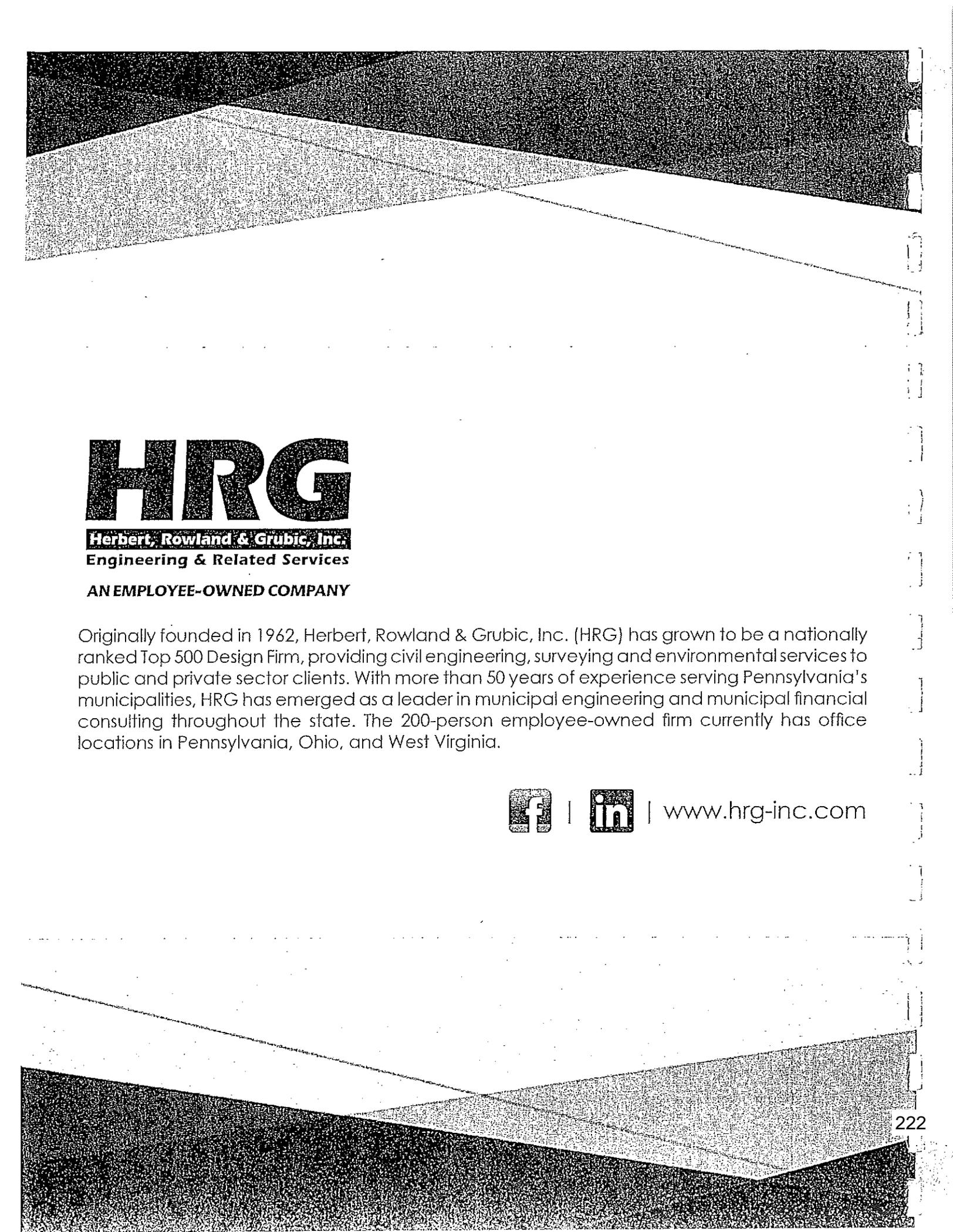
It includes:

- A description of the services we provide related to stormwater utilities
- Example projects we have worked on for other Pennsylvania municipalities
- Bios of our stormwater utility team

HRG is unique among Pennsylvania firms as **one of the leading experts in municipal engineering and municipal financial consulting.**

View our qualifications at  
[www.hrg-inc.com/stormwater-utility-qualifications](http://www.hrg-inc.com/stormwater-utility-qualifications)





# HRG

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Originally founded in 1962, Herbert, Rowland & Grubic, Inc. (HRG) has grown to be a nationally ranked Top 500 Design Firm, providing civil engineering, surveying and environmental services to public and private sector clients. With more than 50 years of experience serving Pennsylvania's municipalities, HRG has emerged as a leader in municipal engineering and municipal financial consulting throughout the state. The 200-person employee-owned firm currently has office locations in Pennsylvania, Ohio, and West Virginia.



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[www.hrg-inc.com](http://www.hrg-inc.com)

# Thinking About Adopting a Stormwater Fee?

## Studies Find That Public Outreach Increases the Odds of Success

Many townships realize the need to protect water quality by improving stormwater management. However, local leaders fear that constituents will oppose fees to subsidize these new environmental services. Experience shows that a transparent approach involving community stakeholders can build consensus.

BY ADRIENNE VICARI, P.E. / MANAGER OF FINANCIAL SERVICES, HERBERT, ROWLAND & GRUBIC, INC.

**I**ncreasingly stringent regulations are causing municipalities to recognize the negative impact of improper stormwater management on waters across the nation. To protect local water quality and reduce flooding (as well as address aging infrastructure), many municipalities are trying to determine the best way to budget for stormwater improvements.

For some communities, general tax revenue will be sufficient, but Act 68 of 2013 provides another option: It allows local governments to charge stormwater management fees through a new or existing municipal authority. Local leaders may worry, however, that this new fee

**Editor's note:** Statements of facts and opinions expressed by contributing authors do not necessarily represent those of PSATS' officers, members, and staff.

will be unpopular with residents and businesses.

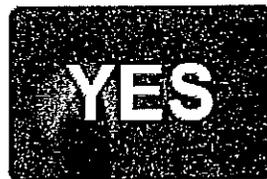
Although stormwater utility fees are still largely uncharted territory in Pennsylvania — less than a dozen communities have established one — their use elsewhere has grown steadily over the

past four decades. Western Kentucky University has identified more than 1,500 stormwater utilities in the United States and Canada, serving communities as small as 88 people to more than 3 million. Their success in building consensus for stormwater fees can show townships a path to approval in their own community.

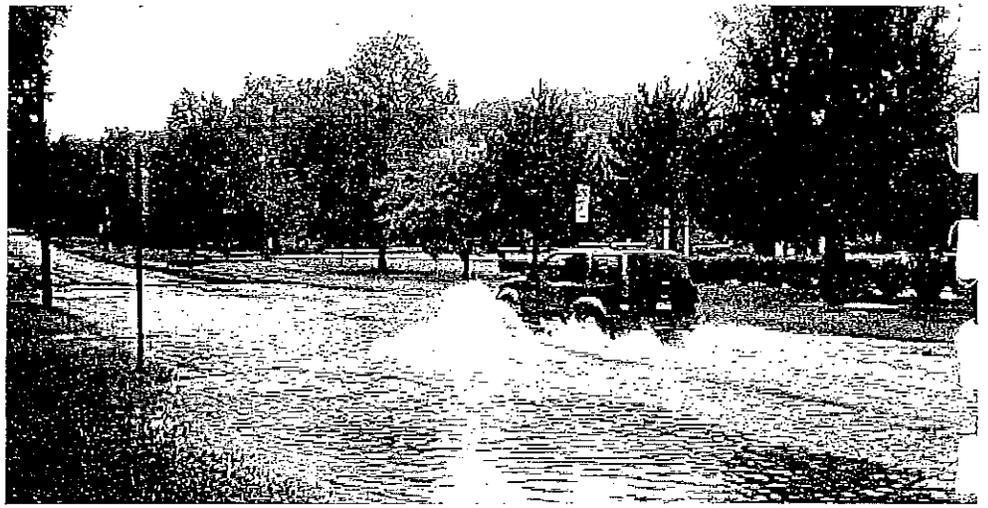
### Why residents oppose stormwater fees

PSATS and other organizations, including the National Fish and Wildlife Foundation and the Foundation for Pennsylvania Watersheds, supported research by Water Words That Work, which attempted to answer a basic question: Why would residents oppose a stormwater fee?

The group surveyed 1,000 Pennsylvanians to learn if they would approve of such a fee in their community, why



Stormwater issues are on the rise for townships, but the infrastructure required to address these problems can be a budget buster. Implementing a stormwater management fee is one option, and it's most likely to succeed if residents have a role in the planning process. (Photos of road flooding, top right, and stormwater solutions courtesy of Herbert, Rowland & Grubic, Inc.)



they might oppose one, and what conditions would change their mind if they did oppose the fee.

Participants were asked at the beginning of the survey how they felt about stormwater fees and again after they were shown images of what the fee would accomplish. At the beginning of the survey, opinions were almost evenly split: 38 percent approved of a stormwater fee, 35 percent opposed it, and 27 percent were neutral.

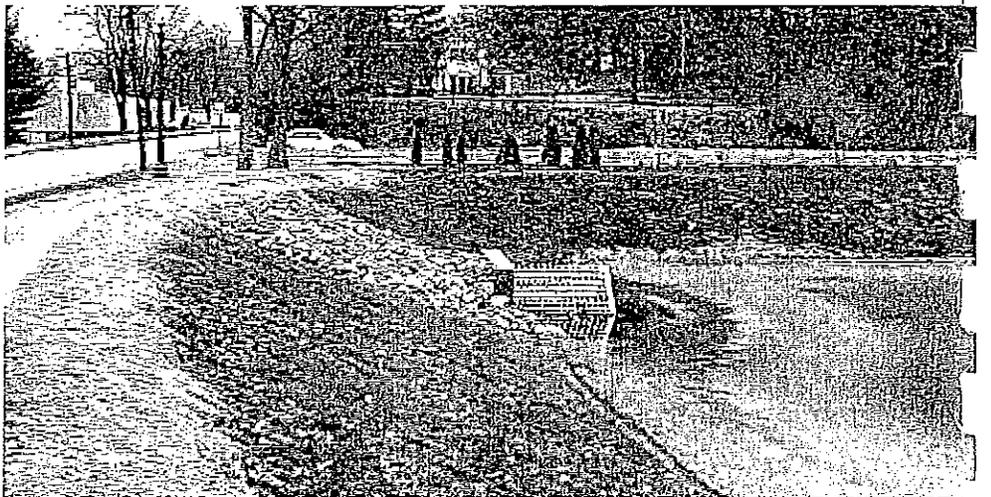
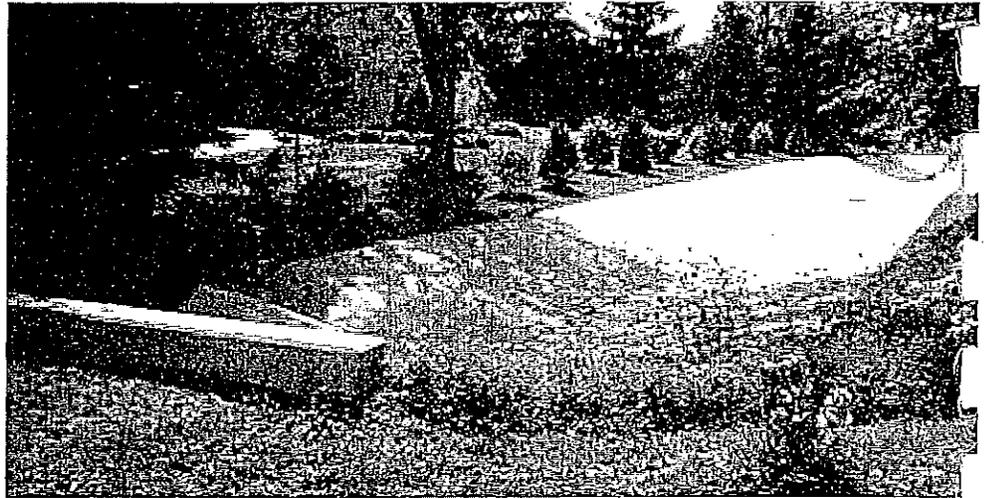
When asked again later, the opposition dropped from 35 percent to 19 percent, but what happened?

Initially, most people said they opposed the stormwater fee because they didn't trust the government to use the money properly. They were afraid the funds would be used for something else or that unnecessary work would be done because there was money to be spent.

The next most popular reason: People worried about the impact on their family's budget, which some said was already stretched to the limit. Others felt the fee was unfair, that churches and nonprofits should not have to pay, and that communities had more important priorities than stormwater.

Like most infrastructure, stormwater management systems and their benefits go largely unnoticed, even when heavy rains and flooding occur. This was the case in Fort Worth, Texas, for many years.

The city's occasional storm bursts were followed by periods of drought. When a major storm would cause flooding, local leaders would commission a study to prevent the problem. However, by the time the study was done, the drive to make changes had dried up with the rain. That's the way it was until 2004, when two major storms hit the area, flooding more than 300 homes and businesses and killing five people.



This motivated local leaders and residents to make a major change. As a result, Fort Worth adopted a stormwater utility program to provide stable funding for infrastructure. In fact, flood damage has convinced more than one community to support similar stormwater utilities.

### How to build support

The U.S. Environmental Protection Agency (EPA) reports that the threat of

flooding and polluted water motivated 11 communities it studied recently to implement stormwater fees. Other factors included:

- the financial consequences of doing nothing (for example, if penalties were about to be imposed due to environmental violations);
- the presence of state legislation authorizing stormwater utilities (similar to the legislation Pennsylvania now has);

# STORMWATER FEES

- the presence of other communities in the region successfully operating stormwater utilities (*which Pennsylvania largely lacks*); and
- the presence of a respected, local champion who can effectively make the case for a stormwater fee.

The most important factor for success, however, appears to be an outreach program that engages community stakeholders and the public.

During its study, the EPA found that each community's approach to engaging stakeholders varied based on its circumstances and budget. The more robust the outreach program is, the more expensive it is.

Officials in Lewiston, Maine, for example, met one-on-one with business leaders before formally presenting their stormwater fee for adoption.

Meanwhile, many other communities have opted to form stakeholder advisory committees that have helped to shape their stormwater programs.

This is the approach that West Goshen Township in Chester County is taking. The committee of 11 residents, commercial and industrial business owners, and local nonprofit and community leaders meets routinely to provide feedback on the township's stormwater program.

"We wanted organizations that were truly a part of this township and people that we knew would give this matter their full attention," assistant township manager Derek Davis says. "Our committee is made up of an array of businesses, nonprofits, homeowners associations, and organizations that are deeply involved in this community. Most of them have been here for a long time, and they'll be here going forward."

The committee is reviewing spending priorities, potential fee structures, a credit policy, and the best ways to engage and educate the public.

The township supervisors like the committee approach because it serves a dual purpose, Davis says. Residents and others on the committee learn about the program first-hand and can share what they learn with friends and neighbors.

"That can be a powerful tool," he says, noting that this personal approach to sharing information is more effective than an advertisement or an announcement in a newsletter or on a website.

In addition, committee members, as customers, will be paying the stormwater fee. Therefore, Davis says, they can provide "valuable input regarding the fee structure and how much a tolerable fee would be for residents."

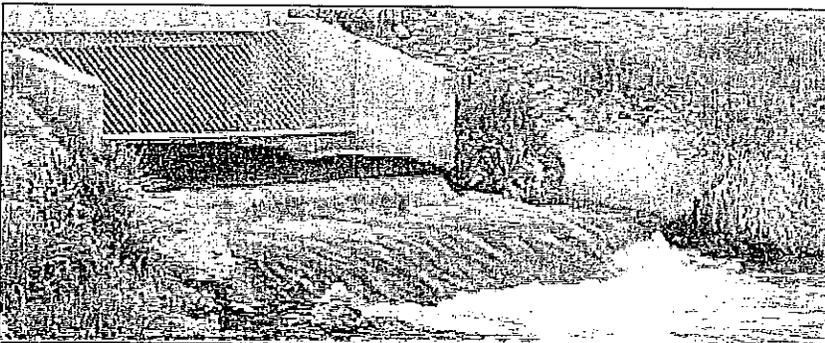
From these discussions, the board of supervisors has learned that a rate tailored to the various levels of stormwater service that the township provides is the key to overall community acceptance. The supervisors have also learned that public outreach is a valuable tool in educating the community about the need for proper stormwater management.

While many of the communities that had stakeholder advisory committees have since formed a stormwater utility, two did not. Based on those experiences, the EPA offers several recommendations to ensure a committee's effectiveness:

1) Make sure your township identifies and involves *all* potential stakeholders, even those who oppose the utility's formation. If you don't address the opposition's concerns at the committee meetings, that decision could come back to haunt you when it's time to pass the resolution.

This happened in Dover, New Hampshire, and Huntsville, Alabama, each of which had small advisory committees that did not engage all community groups. Although there was unanimous consent among the committee members to form a stormwater utility, opposition groups that were not represented on the committee ultimately drowned out their voices, and the municipal leadership declined to pass the resolution.

2) Create an open forum where people feel comfortable expressing all points of view. Again, you want to deal with any potential obstacles proactively, instead of being blindsided by them in the final stretch. Stakeholder advisory committee meetings are more conducive



**Are you looking for a way to fund your MS4 program and stormwater improvements?**

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# STORMWATER FEES

to problem-solving and negotiating than public meetings are. By including your opposition early in the process and giving everyone a chance to speak freely, you ensure that major obstacles to support are addressed before a public vote.

3) Discuss the stormwater program and what it can accomplish first. Don't

bring up funding until you have established a need and motivated people to support the improvements. People need to know what they're getting before they can be motivated to hand over their money.

## Informing the community

As the examples in Dover and Huntsville show, it is not enough to gain the consensus of your advisory committee members. Your township also needs the support of the broad voting public. This will require the su-

pervisors to introduce a strong outreach program that educates residents about the benefits of stormwater improvements and how the fees will be assessed.

To be successful, a public outreach program must use a variety of channels to reach the broadest audience and make a compelling case in favor of the stormwater fee. Therefore, townships will want to spread the word in local newspapers and other publications, on TV and radio, via direct mail and billing inserts, on its website, and at community meetings (not only municipal meetings but also the meetings of neighborhood civic groups).

Advisory committee members can be especially helpful at these community meetings, serving as ambassadors and local champions of the program.

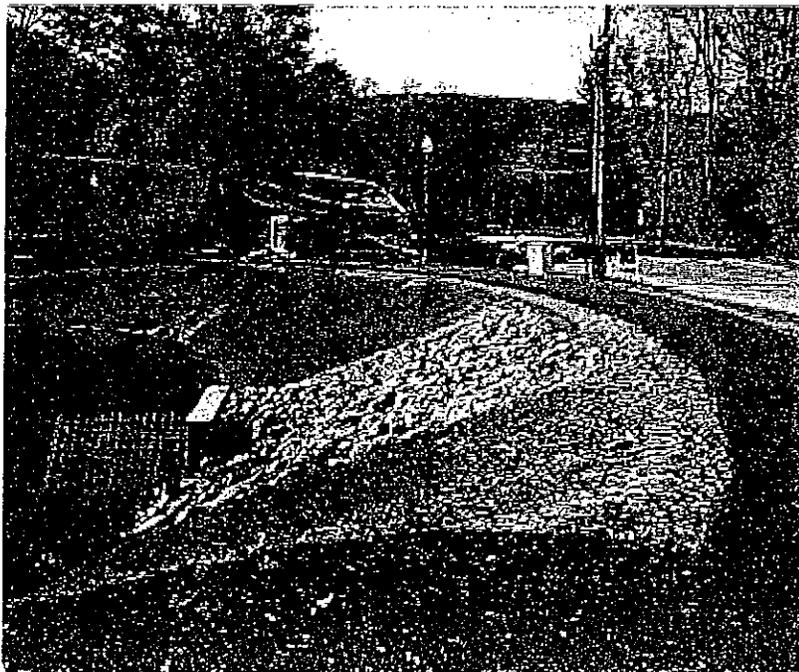
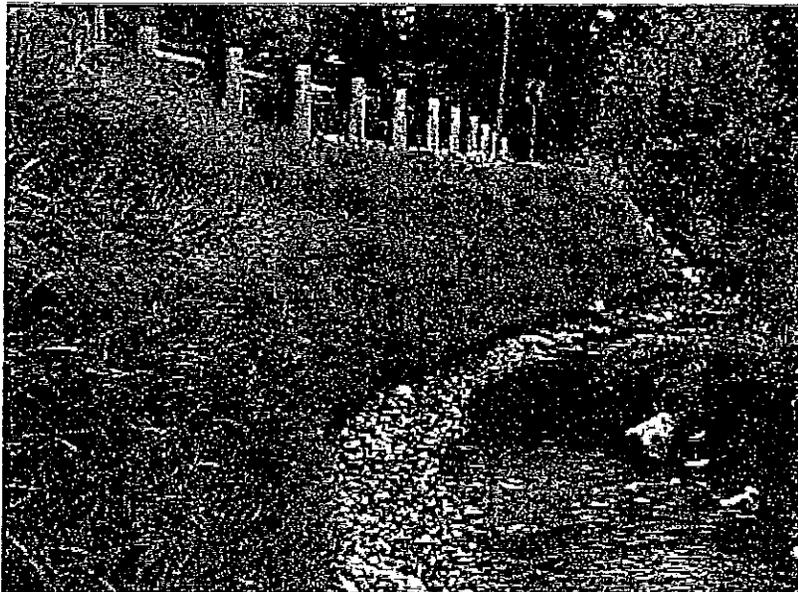
Keep in mind, though, that no matter how carefully the stormwater utility is planned and designed, some residents will still oppose the fee. Unfortunately, these are the people who are most likely to attend your public meetings. It's a good idea for township supervisors to have committee members on hand, too, so they can provide a favorable voice. In fact, after their attempt to create a stormwater utility failed, leaders in Dover said they wished that committee members would have attended their city council meetings to counter the very vocal opposition.

The experience of the EPA's 11 case study communities and the responses to the Water Words That Work survey provide good insight into what makes a compelling message in support of stormwater fees. Townships, therefore, should take the following steps:

1) **Clearly define the benefits of the program.** Tell people exactly what improvements you intend to make with the money you raise and quantify the benefits. For example, "This project will reduce the likelihood of flooding along Main Street by 75 percent."

2) **Show and tell.** Visuals are particularly persuasive. Water Words That Work found that showing people photographs of how the funds would be used had the single most dramatic effect in gaining approval for a fee.

3) **Choose your words carefully.** Give the fee a name that clearly conveys the service you will be providing. "Stormwater management," for ex-



ample, is too vague and largely meaningless to the average person. However, "clean water protection" has obvious value. In the Water Words That Work survey, "pollution control and flood reduction fee" tested better than any other term.

4) **Emphasize fairness.** People generally believe that those who use a service most should pay more for it so show them how your fee does this. Explain why it's important that nonprofits pay the fee because they, too, contribute to stormwater discharges (*often more than residents because of their large impervious parking areas*). Tell residents about credits they can receive if they reduce their stormwater impact by installing green infrastructure on their property.

In general, people perceive fees that are based on actual impervious area to be the most fair and equitable (*as opposed to a flat rate*). However, some of the communities that the EPA studied did successfully enact flat rates with effective public education about why they chose that option.

5) **Demonstrate cost-effectiveness**

and be transparent about finances.

If a stormwater utility is truly the best approach for your community, the numbers will convey that, and detailed economic studies should be an integral part of the planning process. Use those numbers to prove that it makes better sense to use a stormwater fee to accomplish program goals, rather than general fund revenues or other options.

As previously discussed, voters may distrust government's ability to use funds wisely. Being transparent about program finances — how the fee was determined and how it will be used — eases minds and reduces the chance of a legal challenge.

6) **Define this as a local solution to a local problem.** Avoid talk about state and federal mandates or general environmental goals. If flooding is a recurring issue for your community, show how this program will reduce that problem. If pollution is a concern, talk specifically about keeping local waters clean, including the streams where families teach their children to fish and the lake where they go swimming.

## Finding what works

Determining whether a stormwater utility is the most effective way to fund infrastructure needs in your community is a complex process that requires dual expertise in civil engineering and financial consulting. Unfortunately, some communities are afraid to even investigate the option because they believe their constituents will never support a stormwater fee.

In communities where it's not feasible to use general tax revenues, the research by the EPA and others shows that an effective public outreach program that includes key stakeholder groups from the beginning can persuade people to accept stormwater management fees. •

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*About the author:* Adrienne Vicari, P.E., is the manager of financial services in HRG's Harrisburg office. She provides strategic financial planning and grant administration services to municipalities and their authorities. She also is managing several projects focused on creating stormwater authorities and adding stormwater to the charter of existing authorities.



## 8. Professional References

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## Professional References

HRG understands that successful project implementation requires an established track record of similar work performed in similar geographies. Below, please find a list of recent client contacts who have awarded projects to HRG for similar scopes.

### References

*Project team's ability to develop fee and credit policies unique to the community. Provides insight as to HRG's and Salzman Hughes's experience in redoing agreements, fees and credit policies completed by other consultants of interest to YCPC. It was necessary to redo work of others in order for the authority to implement a legally defensible fee and credit policy to avoid threatened litigation. Work included re-developing the vision, programming, budgeting, agreements, fees and credit policies in order to establish a successful program.*

**Bradford Sanitary Authority**  
Rick Brocius, Executive Director  
Cell: 814-598-1626  
Email: [bwtped@outlook.com](mailto:bwtped@outlook.com)  
410 Seaward Avenue  
Bradford, PA 16701

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*Project team's ability to develop an implementable feasibility study/implementation plan for regional storm water management within the Commonwealth, work hand-in-hand with the client and local municipalities, gain municipal support, develop effective inter-municipal agreements, develop and implement effective business plan models, develop regional storm water management programming, garner DEP buy-in and support, develop strategic partnerships with USACE, County and others to yield cost savings, go from feasibility study kickoff to full regional authority implementation in under a year.*

**Wyoming Valley Sanitary Authority**  
(Refer to attached Summary Sheet)  
James B. Tomaine, P.E., Executive Director  
Office: 570-825-0366  
Cell: 570-885-4167  
Email: [jimt@wvsa.net](mailto:jimt@wvsa.net)  
P.O. Box 33A  
Wilkes-Barre, PA 18703-1333

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[PROFESSIONAL REFERENCES]

*Project team's ability to implement a successful public education and outreach strategy (communication plan), including the use of stakeholder groups to ensure development of a storm water program to fit the unique needs of the community and ensure overall public support of DTMA's storm water programming. Project's team ability to marry together legal, financial and technical concepts to develop effective fee and credit policies and our ability to come alongside a client with internal technical expertise to support and enhance work being completed in house.*

**Derry Township Municipal Authority**  
**Wayne A. Schutz**, Executive Director  
Office: 717.566.3237 x-312  
Cell: 717.460.7011  
Email: [Wschutz@DTMA.com](mailto:Wschutz@DTMA.com)  
670 Clearwater Road  
Hershey, PA 17033-2453

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## Testimonials

**Mark Malarich – Public Works Director** Carlisle Borough – Cumberland County, PA

*"Our assigned project manager has been very helpful and provided excellent oversight to keep the project on track."*

**Lester Lanman – Municipal Authority Manager** Lower Swatara Township – Dauphin County, PA

*"It has been a pleasure to work with HRG on our water, wastewater and MS4 projects. We could not ask for more from the staff working on these projects."*

**Christine Weigle – Executive Director** Lycoming County Water & Sewer Authority

*"Our authority has had a long standing relationship with HRG. Our project manager understands our mission and our project goals. The team at HRG is honest, up front, and attentive to our needs."*

**David Sterrett – Former Executive Director** Millcreek Township Sewer Authority – Erie County, PA

*"Very pleased with the professionalism of the HRG staff and enjoy the personal relationships which have been created."*

**Edward Dunlap – Manager Area Engineering** UGI Utilities, Inc.

*"The design team at HRG entered a new business area, learned our business, and excelled in a very short time. They have become a critical resource to UGI. HRG is immediately available for any requests and questions we have and they've set a new standard for others. Schedules are consistently met and I cannot say that about the other firms we work with. We sought out HRG to see if they could help us and, boy they did! We cannot get our work done without HRG."*

**Kirk Stoner – Director of Planning** Cumberland County, PA

*"HRG brings innovation to the table to suggest new solutions to problems. They have a deep staff with a well-defined client service model. If my client manager is not available, I can quickly access a number of other staff that can help. Work is always completed to the highest quality standards and rarely needs rework. They've done a great job for us and their results speak volumes about their ability. When you want a job done right, HRG is the firm to call."*



## 9. Project Team & Qualifications

## Project Team & Qualifications

Herbert, Rowland & Grubic, Inc. (HRG) has assembled a team of professionals with vast engineering and financial experience to serve the City of Scranton with timely, dedicated service. It is the skill and experience of our team members, working closely with our clients that have ensured projects meet clients' expectations and the needs of customers they serve.



This Section provides an overview of the proposed Project Team, as well as a description of key team member roles and qualifications.

### **Mark W. Spatz, P.E.**

*Local Project Lead/ Pollution Reduction Planning/ Municipal Questionnaires/ Customer Service Model/ Assessment of Local Needs & Services*

Mr. Spatz is an Associate, Project Manager, and Financial Services Engineer with Herbert, Rowland & Grubic, Inc. His 16-years of broad-ranging experience includes project financing, civil engineering design, and project management for municipal water, wastewater, and storm water clients. Mr. Spatz represents the Wyoming Valley Sanitary Authority (Luzerne), the Borough of Courtdale (Luzerne), Plymouth Township (Luzerne), Waverly Township (Lackawanna), and The Municipal Authority of the Township of Westfall (Pike). Mr. Spatz is well acquainted with MS4 permitting, outreach and compliance and is currently providing guidance for the local municipalities he represents in this regard. Mr. Spatz is actively engaged in water quality analysis, BMP placement, design and construction.

Mr. Spatz will serve as the local project lead for the project. He will be active in both the Execution Plan and the Pollution Reduction Planning phases of the project and support of the team in development and review of Municipal Questionnaires, assessment of local needs, development of the customer service model, and pollution reduction planning.

### **Adrienne M. Vicari, P.E.**

*Project Management/Customer Service Model/Business Plan Model/Funding Analysis/Rate Structure Analysis/Execution Strategy*

Ms. Vicari is the Financial Services Practice Area Leader responsible for overseeing the Financial Services Group. Her experience includes a broad range of financial, project management, and design engineering services for municipal wastewater, water, and storm water clients. Ms. Vicari is responsible for developing financing strategies and capital project plans for municipal and private entities. These strategies include both long range financial planning and rate development as well as assisting clients with the obtainment of federal, state and local project financing. Ms. Vicari has experience leading start-up utilities through planning, design, construction and operation of their systems including design and engineering aspects in addition to the drafting of rules and regulations, ordinance and policy development, public outreach and education, rates, capital charges and the like.

## [PROJECT TEAM & QUALIFICATIONS]

Ms. Vicari will act as the liaison and project manager for the City. Ms. Vicari will be directly involved with each phase of the project, while also providing focus in regards to the Customer Service Model, Business Plan Model, Funding Analysis, Rate Structure Analysis and overall Execution Strategy. Ms. Vicari will also provide milestone quality assurance checks, and maintain contact with the City to assure key success factors are reached.

Ms. Vicari will be joined by a team of HRG Civil, Financial Services, and GIS staff carefully selected to provide comprehensive support and experience to the City throughout the process. Team members include:

### **Russell F. McIntosh**

*Financial-Authority Technical Advisor / Execution Strategy/ Business Plan Model*

Mr. McIntosh is a financial technical advisor for HRG. His broad-ranging experience includes project financing, grant administration and compliance, financial consulting, startup authority assistance, military master planning, utility and corporate accounting, and business management/ownership. Specific assignments have included the development of financing plans, user charge systems, rate studies, valuation studies, calculation of capital charges, impact fees, and assessments for private and municipality-owned sewer, water and stormwater utilities/facilities. Mr. McIntosh has participated as a technical advisor to the joint committee comprised of members of the Pennsylvania Municipality Authorities Association (PMAA) and Pennsylvania Builders Association (PBA) responsible for drafting the procedures and language incorporated into Pennsylvania Act 203 of 1990 and Act 57 of 2003. These acts govern the calculation and imposition of capital charges: connection fees, custom facilities fees, and topping fees that can be assessed in Pennsylvania. As a recognized expert in his field, Mr. McIntosh has written several articles and presented numerous seminars and workshops concerning municipal financing, rate structures, and tapping fee calculations. He is also routinely retained as an expert witness in these areas. Mr. McIntosh is the 2014 recipient of the Pennsylvania Municipal Authorities Association's (PMAA) L.W. "Red" Davis Award for exceptional commitment and service to municipal authorities in Pennsylvania and to PMAA.

Mr. McIntosh will serve as the technical advisor for all phases of the project, specifically in regard to financing and authority implementation aspects. He will actively work with the project team during the Execution Strategy and Business Plan Model phases. As part of his advisory role, Mr. McIntosh will ensure all appropriate elements of HRG's quality assurance program are implemented for this project.

### **Matt Bonanno, P.E.**

*Storm Water Technical Advisor*

Mr. Bonanno is the Civil Services Practice Area Leader for Herbert, Rowland & Grubic, Inc. and is responsible for overseeing all civil, municipal and water resource engineering projects completed by the firm throughout its service area.

Mr. Bonanno has over 18-years of professional experience and has successfully designed and managed many high-profile projects vital to local communities. Under his direction, HRG's civil service group has seen steady growth and has successfully completed complex projects. In this role he has been able to remain dedicated to ensuring current clients are receiving top-notch service while simultaneously engaging in new business development activities.

Mr. Bonanno will serve as the storm water technical advisor for the project and provide expertise for both the Execution Plan and the Pollution Reduction Planning phases of the project.

[PROJECT TEAM & QUALIFICATIONS]

**Shawn Fabian, CPESC, CPSWQ**

*MS4 Program Manager/Civil Project Manager/Pollution Reduction Planning*

Mr. Fabian is a project manager with 20 years of progressive environmental consulting industry experience with a strong background in the design, implementation, and management of projects. His expertise is in Clean Water Act regulatory permitting at the Federal, State, County and local level. His technical background includes erosion and sediment control design, storm water management design, NPDES and ESCGP-1/2/3 permitting, stream and wetland impact permitting, construction observation/inspection and road construction. He has successfully managed, permitted, filed, and defended numerous federal, state, county, and local permit applications.

Mr. Fabian is a Certified Professional in Erosion and Sediment Control (1 of 201 in the state) and a Certified Professional in Storm Water Quality (1 of 29 in the state). He recently joined HRG from another firm and took over management of the Municipal Separate Storm Sewer Program for central Pennsylvania. Mr. Fabian will actively assist the City with Pollution Reduction Planning and stormwater technical aspects of the Execution Plan.

**Bradley L. Strittmatter, GISP**

*Billing & Database Options Review/ Rate Structure Review*

Mr. Strittmatter is a Senior GIS Specialist. He is responsible for multiple tasks involved in the development of geographic information systems. Such activities include field data collection, internal data processing and editing, project development, final map and presentation, creation, and client support. Mr. Strittmatter also creates and manipulates external databases that contain the information needed to analyze and design the GIS.

Mr. Strittmatter will evaluate the County's existing GIS data and the City's existing impervious area estimates. He will assist with the Billings & Database Options Review, and is available to the City and authority through the various alternatives for impervious area development if a regional solution is selected.



**Adrienne M. Vicari, P.E.**  
*Financial Services Practice Area leader*

Ms. Vicari is a leading expert in the Commonwealth of Pennsylvania on storm water fees and infrastructure funding. She is a licensed professional engineer who combines technical experience in storm water management design with almost 20 years of experience in capital improvement planning and public sector budgeting. This gives her a comprehensive understanding of the environmental need and the challenges communities face.

**Demonstrated Expertise in Storm Water Funding/Financing**

- > Ms. Vicari has assisted more than 40 municipalities with implementing a storm water fee.
- > She pioneered an innovative approach to storm water management involving regional, county-wide collaboration that has been praised by the Pennsylvania Department of Environmental Protection and honored with Governor's Awards for Local Government Excellence and Environmental Excellence.
- > She has delivered workshops on storm water financing at numerous conferences:
  - o "Cutting MS4 Compliance Costs and Improving Water Quality through Regional Collaboration" at the 3 Rivers Wet Weather Conference in October 2018.
  - o "Cutting MS4 Compliance Costs with a Regional Approach to Storm Water Management and Watershed Planning" at the Joint Storm Water Management Summit hosted by the Pennsylvania Water Environment Association, Pennsylvania Municipal Authorities Association, and Pennsylvania American Water Works Association in November 2017.
  - o "How the Wyoming Valley Sanitary Authority is Addressing Storm Water Management through Collaboration" at the Pennsylvania Municipal Authorities Association Annual Conference in September 2017.
  - o "So You Want to Form a Storm Water Authority? Tips on Creating, Communicating, Cooperating, and Charging" at the Pennsylvania State Association of Township Supervisors Annual Conference in April 2017.
- > She also participated in a panel discussion on the "Changing Course of Storm Water Management" at the New Jersey Redevelopment Forum in March 2019 and is scheduled to present a workshop on "Storm Water Fees and Other Funding Mechanisms" at the Pennsylvania Municipal Authorities Association Annual Conference in September 2019.
- > She has written articles about storm water fees for Pennsylvania Township News and Keystone Water Quality Manager magazines.
- > She authored an e-guide to help municipalities determine if a storm water authority is right for their community. ([Download the guide.](#))



Herbert, Rowland & Grubic, Inc.  
369 East Park Drive  
Harrisburg, PA 17111  
717.564-1121  
[avicari@hrq-inc.com](mailto:avicari@hrq-inc.com)

**Education**

- B.S., Civil Engineering, Valparaiso University, 2001

**Licenses & Certifications**

- Professional Engineer, PA
- Professional Engineer, OH

**Affiliations & Involvement**

- Pennsylvania Water Environment Association (PWEA)
- Pennsylvania Municipal Authorities Association (PMAA)
- Society of Women Environmental Professionals

## Storm Water Technical Experience

- > Ms. Vicari is a licensed professional engineer with wide-ranging experience in storm water management, water and wastewater facilities design, and geographic information systems (for inventory and asset management).
- > She has engineered storm water master plans designed to analyze needs, prioritize improvement strategies, and identify funding to implement them.
- > She has investigated combined sewer systems and sources of infiltration/inflow, created long-term control plans, and designed CSO separation projects.

## Storm Water Stakeholder Engagement

- > Ms. Vicari advocates for and regularly uses stakeholder advisory groups on her storm water fee implementation projects. She has extensive experience facilitating public outreach initiatives.
- > She wrote a chapter of advice on how communities can build consensus for storm water fees in her e-guide to storm water authorities.

## Water Infrastructure Funding

As the financial services practice area leader at HRG, she takes great pride in helping clients find long-term solutions to address their budgetary needs. Her experience includes:

- > Long-range capital plans and funding strategies
- > Grant and loan financing/administration
- > Utility rate studies/cost of service studies
- > Act 57 capital charge studies
- > Asset management plans
- > Storm water authority development
- > Valuation studies/utility sales & lead analysis
- > Program management
- > Expert testimony on charge related matters
- > Budget assistance and review
- > Inter-municipal agreements/wholesale service fee development
- > Economic impact studies
- > Impact fees/assessment programs/Act 13
- > Act 47 recovery plans

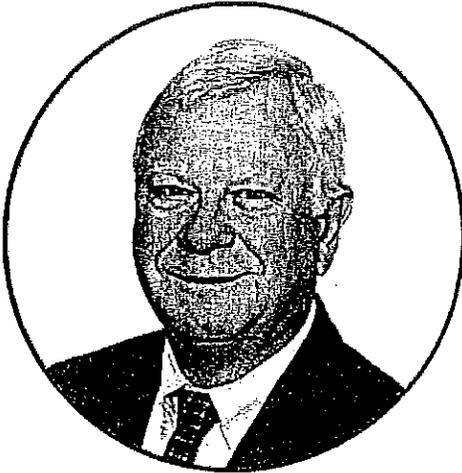
She has a comprehensive knowledge of available funding options, including bonds, loans, and grant programs.

## Geographic Diversity and Experience with Communities of Varying Characteristics

Though she is based in Harrisburg, Ms. Vicari travels all over the region to work with communities both large and small, urban, suburban and rural, private and public. Thanks to her wide-ranging financial and engineering expertise, she can customize solutions for each community that meet its unique needs. Specific clients include:

- > York County Planning Commission, York County, PA
- > Bradford Sanitary Authority, McKean County, PA
- > Wyoming Valley Sanitary Authority, Luzerne County, PA
- > Hemlock Farms Community Association, Pike County, PA
- > State College Borough, Centre County, PA
- > West Goshen Township, Chester County, PA
- > Clarion Borough Storm Water Authority, Clarion County, PA
- > Derry Township Municipal Authority, Dauphin County, PA

[ BUILDING RELATIONSHIPS.  
DESIGNING SOLUTIONS. ]



## Russell F. McIntosh

*Financial-Authority Technical Advisor / Execution Strategy/ Business Plan Model*

Mr. McIntosh is a technical advisor of Herbert, Rowland & Grubic, Inc. (HRG). In this capacity, he provides financial consulting services to water and wastewater utilities, municipalities, and municipal authorities, and provides grant administration and compliance services to the Commonwealth of Pennsylvania.

### AREAS OF EXPERTISE

- Water and wastewater utility financing
- Storm water authority and utility programs
- Grant administration and compliance
- PENNVEST grant application assistance

### RELATED EXPERIENCE

Mr. McIntosh is a recognized expert in water and wastewater utility financing and has completed numerous articles and seminars on municipal financing, rate structures, and tapping fee calculations. He is also routinely called as an expert witness with regard to these matters.

Because of his expertise, Mr. McIntosh has served as technical advisor to the Pennsylvania Municipal Authority Association and Pennsylvania Builders Association on the development of procedures and language incorporated into Pennsylvania Act 203 of 1990 and Act 57 of 2003. These acts govern the calculation and imposition of capital charges such as connection fees, customer facilities fees, and tapping fees.

Mr. McIntosh has assisted clients with a wide variety of financial needs, including the development of financing plans, user charge systems, and valuation studies; calculation of capital charges and impact fees; and assessments for private and municipality-owned sewer and water utilities. He has also assisted clients with project financing needs including tax exempt borrowings, the preparation of grant and loan applications to PENNVEST, the Environmental Protection Agency, the Pennsylvania Department of Environmental Protection, HUD, and Rural Utility Services.

In addition, Mr. McIntosh has developed specialized computer programs to analyze financial data and perform sensitivity analyses. He routinely provides budgeting assistance and general financial consulting.

He is the recipient of 2014 Pennsylvania Municipal Authority Association's (PMAA) Red Davis Award. This award is presented annually to an individual that has made outstanding contributions and provided exceptional service to PMAA and its authority members.

### Education

- B.S., Accounting, York College of Pennsylvania, 1968

### Affiliations & Involvement

- Pennsylvania Municipal Authority Association



## Matthew S. Bonanno, P.E.

*Civil Regional Service Group Manager*

Mr. Bonanno is the Civil Services Regional Service Group Manager for Herbert, Rowland & Grubic, Inc.'s (HRG) Harrisburg Office and is responsible for overseeing all civil, municipal and water resource engineering projects completed by the firm throughout Dauphin, Cumberland, Lebanon, and Perry Counties.

Mr. Bonanno has over 15 years of professional experience and has successfully designed and managed many high-profile projects vital to our local community. Under his direction, HRG's eastern region civil service group has seen steady growth and has successfully completed high-profile, complex projects. In this role he has been able to remain dedicated to ensuring current clients are receiving top-notch service while simultaneously engaging in new business development activities.

### AREAS OF EXPERTISE

- Hydrologic and hydraulic models for the analysis of hydraulic structures
- Scour and floodplain delineation
- Hydrologic models for watershed assessment
- Storm water management plans and associated municipal ordinances
- State water obstruction and encroachment permit applications
- Federal Section 404 permit applications
- FEMA and LOMR applications
- Erosion and sedimentation controls
- Drainage systems
- Storm water management facilities and best management practices
- NPDES permitting
- Municipal subdivision and land development plan reviews
- Municipal representation as municipal engineer
- Presentation of public bidding documents and technical specifications
- Construction contract administration and project delivery

### RELATED EXPERIENCE

Prior to joining HRG, Mr. Bonanno was a civil engineer designer with Erdman Anthony & Associates. During the summer of 2000, Mr. Bonanno was a civil engineer intern with Litchy Engineering in State College, PA while also serving as a research assistant with the Pennsylvania Transportation Institute in State College, PA. Mr. Bonanno also worked as a PA Department of Environmental Protection assistant and an engineering assistant with Tanoma Mining Company near Indiana, PA.

### Education

- B.S., Civil Engineering, The Pennsylvania State University, 2001

### Licenses & Certifications

- Professional Engineer, PA

### Affiliations & Involvement

- American Society of Civil Engineers
- Pennsylvania State Association of Township Supervisors
- Tau Beta Pi -- Engineering Honor Society
- Paxton Creek Watershed
- Green Infrastructure Community Partners Council



Herbert, Rowland & Grubic, Inc.  
Engineering & Related Services

AN EMPLOYEE-OWNED COMPANY

[ BUILDING RELATIONSHIPS.  
DESIGNING SOLUTIONS. ]



Mark W. Spatz, P.E.  
*Project Manager and Financial Services Engineer*

Mr. Spatz is an Associate, Project Manager, and Financial Services Engineer with Herbert, Rowland & Grubic, Inc. (HRG). His broad-ranging experience includes project financing, civil engineering design, and project management for municipal water, wastewater, and storm water clients. In addition, Mr. Spatz serves private sector clients representing subdivision plans, land development plans, and development for Marcellus shale well pads and pipelines.

**AREAS OF EXPERTISE**

- Financing strategies and capital project plans for municipal and private entities
- Long-range financial planning
- Federal, state, and local project financing
- Financial plans for water and wastewater systems that insure financial security for both regulated investors and municipally owned utilities
- Storm water drainage systems and erosion and sedimentation controls
- Act 537 sewer planning and modules
- Water and wastewater conveyance and treatment system design
- Culvert design and permitting
- Pump stations
- Environmental impact assessments
- EPA Spill Prevention, Control and Countermeasure Plans (SPCC)
- Marcellus well pad permitting and design
- Natural gas pipeline (collector) permitting
- Commercial and residential site investigation, analysis, and design
- Road design and site grading
- Public project bidding and construction administration

**Education**

- B.S., Civil Engineering, The Pennsylvania State University, 2002
- Studies, Drafting Design Technology and AutoCAD, Berks Career and Technology Center, 1998

**Licenses & Certifications**

- Professional Engineer, PA

**RELATED EXPERIENCE**

Prior to joining HRG, Mr. Spatz worked at STV Incorporated in Baltimore, MD where he was responsible for the grading of highway intersections to improve hydraulic conditions, designing structural elements including single/multi-column footings, base plats, retaining walls, and concrete in-ground outlet structures.

He also worked as a designer/webpage administrator for McCarthy Engineering Associates in Reading, PA and with G.L. Kohl & Associates in Hamburg, PA.



## Shawn E. Fabian

### *MS4 Project Manager/Civil Project Manager*

Mr. Fabian is a project manager with 20 years of progressive environmental consulting industry experience with a strong background in the design, implementation, and management of projects. He is a Civil Project Manager with Herbert, Rowland & Grubic, Inc. and is responsible for overall accuracy and quality of personal work on projects for municipal clients.

Also, Mr. Fabian has expertise in Clean Water Act regulatory permitting at the Federal, State, County and local level. He has successfully managed, permitted, filed, and defended numerous federal, state, county, and local permit applications.

Mr. Fabian is the civil lead for the Municipal Separate Stormsewer System (MS4) program. In addition, he reviews subdivision and land development, storm water, and other plans and permits for compliance with the subdivision and land development, zoning, and storm water ordinances.

#### Education

- B.S., Environmental Science, Juniata College, 1999

#### Licenses & Certifications

- Certified Professional in Erosion and Sediment Control (CPESC), Envirocert International, Inc., Certificate #3557
- Certified Professional in Storm water Quality (CPSWQ), Envirocert International, Inc., Certificate #0372
- HAZWOPER 40 Hour

#### AREAS OF EXPERTISE

- Municipal Plan Reviews
- Erosion and Sediment Control Design
- Storm Water Management Design
- NPDES Permitting
- MS4 Permitting and permit compliance
- Construction Observation and Road Construction

[ BUILDING RELATIONSHIPS.  
DESIGNING SOLUTIONS. ]

Bradley L. Strittmatter, GISP  
*Senior GIS Specialist*



Mr. Strittmatter is a Senior GIS Specialist with Herbert, Rowland & Grubic, Inc. (HRG). His responsibilities include multiple tasks involved in the development of Geographic Information Systems (GIS). These tasks include database design, application development, data collection, processing and editing, project development, final map production, presentation creation and client support. Mr. Strittmatter is involved in developing and maintaining GIS applications for municipalities, counties, authorities, and other agencies and organizations utilizing ESRI's ArcGIS suite of products.

**AREAS OF EXPERTISE**

- ArcGIS Enterprise Implementation and Administration
- Enterprise Geodatabase Design, Implementation, and Administration
- ArcGIS Online Organization Implementation and Administration
- GIS Planning and Enterprise Design
- GIS Web Application Development
- ArcGIS Desktop Geoprocessing Models
- GIS Technical Support

**Education**

- B.A., Environmental Studies, University of Pittsburgh, 2002
- Certificate, Geographical Information Systems, University of Pittsburgh, 2002

**Licenses & Certifications**

- GISP, GIS Certificate Institute

**Affiliations & Involvement**

- Delaware Geographic Data Committee

**RELATED EXPERIENCE**

Previously, Mr. Strittmatter was an Internet GIS Application Developer/Research Associate with Delaware Geological Survey in Newark, Delaware. He managed web mapping services in ArcGIS Server and ArcIMS, created and maintained custom web mapping applications in ASP and ASP.NET, and customized ArcObjects codes in VB.NET.

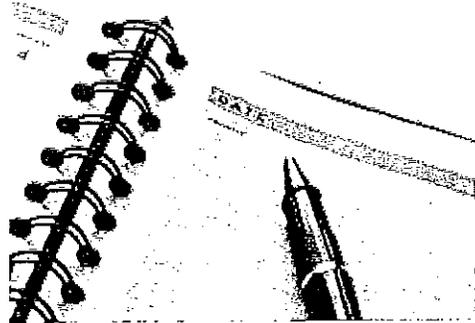
From November 2003 through May 2005, Mr. Strittmatter was a GIS Specialist for Sussex County Mapping and Addressing in Georgetown, Delaware. He primarily worked on the set-up and maintenance of an ArcIMS server, utilizing IIS 5.0, JRun 4.0, - and Coldfusion MX 6.1, with ArcIMS 9.0, to serve county tax parcel information to residents of Sussex County. He was also an assistant supervisor to the county E911 address mapping project.

As a GIS Consultant for Ocean Atlantic Associates in Rehoboth Beach, Delaware, Mr. Strittmatter worked on building a GIS for new developments in Sussex County that was used for identifying potential project areas, which helped promote smart development of Sussex County, Delaware.

At the Legislative Office for Research Liaison, Mr. Strittmatter began his career as a GIS Analyst. He created maps for the nineteen Pennsylvania congressional districts and digitized genealogical maps of Pennsylvania's counties, displaying the evolution of the county borders.



## 10. Cost Proposal and Schedule



## Project Schedule and Locations

Work will be completed out of our Clarks Summit and Harrisburg locations. See our included Firm Profile for addresses. HRG has developed a preliminary project schedule based upon an anticipated authorization in May 2019. The following critical path items and/or milestones have been identified:

### Part 1: Feasibility Study

Project Milestones	Time frame
1. Receipt of Initial Storm Water Management Program Data from City	2 weeks following authorization
2. Kick-off Meeting	1 week following receipt of data
3. Meeting with DEP and State Legislators	1 week following Item 2
4. Initial Presentation to Municipalities	4 weeks following Item 2
5. Receipt of Survey Responses	4 weeks following Item 4.
6. Develop matrix of authority service offerings/Assess Levels of Service	6 weeks following Item 5.
7. Develop Business Plan Model/Estimate startup and long term costs/Staffing Plan	6 weeks following Item 6.
8. Review Rate Structure Models and property owner levels of service	2 weeks following Item 7
9. Billing Options Review	4 weeks following Item 7
10. Prepare Report/Develop methods of effectiveness/Recommend Course of Action	6 weeks following completion of Item 9.
11. Presentation of Report to City	TBD by City Staff

[PROJECT SCHEDULE]

Part 2: Pollutant Reduction Plan / TMDL Plan

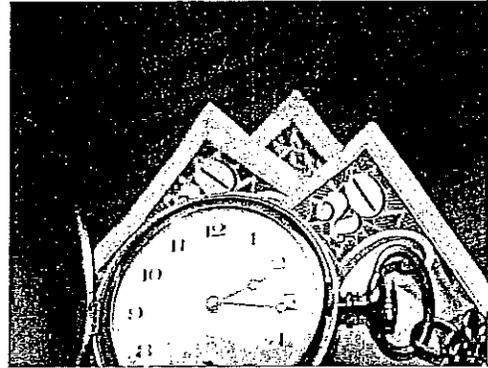
Project Milestones	Time frame
1. Kick-off Meeting	1 week following receipt of data
2. Receipt of Initial storm water mapping data from City	2 weeks following authorization
3. Present preliminary assessment to the City	Directly following Item 2, anticipated 4 to 6 week timeframe.
4. Advertise PRP for Public Comment	Directly following Item 3, anticipated 2 to 3 week timeframe.
5. Hold public meeting to review PRP	Directly following Item 4, anticipated 20-day public notice.
6. Submit MS4 renewal application	Directly following Item 5, anticipated 2 to 3 week timeframe.

These dates are preliminary and can be modified based upon the availability of data and specific needs and/or deadlines of the City. Total timeframe listed above to implement an Authority serving just the City is roughly 8 to 15 months following authorization to proceed, dependent upon the inclusion of optional services. If multiple municipalities/authorities are involved in a regional authority approach, time to implement the authority may increase.

## Fee Schedule

Our services and compensation will be provided on the basis of our General Provisions for Consulting and Design (attached). As detailed in the cover letter, HRG is proposing to perform Part 1 and 2 of the Basic Scope of Services outlined in the proposal for an estimated fee of \$160,000.

The estimated fee for each key component of the project is broken down as follows:



Breakdown of Basic Scope of Services & Associated Estimated Fees	
<b>Part 1: Feasibility Study/Execution Plan</b>	
Feasibility Study/Execution Plan	\$ 80,000
<b>Part 2: Pollutant Reduction Plan / TMDL Plan</b>	
Pollutant Reduction Plans (PRPs)	\$ 50,000
Storm Sewer Shed Mapping	\$ 20,000
Parsing of Regulated Facilities	\$ 10,000
<b>Part 2 Total</b>	<b>\$ 80,000</b>

Compensation will be at our hourly rates in effect at the time that the work is performed. A copy of our 2019 Hourly Rate Schedule is attached. Our policy is to render invoices monthly based on the time and expenses incurred.

Our fee is based on our understanding of the assignment; however, our Scope of Services and associated compensation is open to discussion to meet the City's specific requirements. In addition, we would be happy to work with the City to complete additional services not specifically outlined. Compensation for additional services will be on a Time and Materials basis.

*(Note: The overall complexity and effort may change if the City implements a City only versus regional authority.) The scope for Part 1: Feasibility Study/Execution Plan assumes municipalities in the Lackawanna River region would be considered for participation in the regional effort.*

*The scope for Part 2: Pollution Reduction Plan/TMDL Plan assumes the PRP is focused to meet the City's pollution reduction requirements from the siting of BMPs solely within the City. This assumption was made because the effort of regional pollution reduction planning is dependent upon regulatory status of other participating municipalities, their permit compliance schedule and if the other municipalities have completed plans with sited BMPs which could be merged into a regional Plan. HRG would be happy to expand our scope to include regional pollution reduction planning which extends outside City limits, if preferred by the City.*

*The estimated fees listed above may increase or decrease based upon changes to these assumptions.)*

## Services Provided by the City

In order to provide Part 1 and Part 2 services in the most cost effective manner, the Scope of Services assumes the following associated work is completed by the City:

1. Provision of mapping of combined sewer and storm water facilities.
2. Provision of existing documentation related to the current Storm Water Programs; including reports, studies, maintenance records, budgets, ordinances, policies, impervious area estimates, etc.
3. Obtain documentation from municipal subdivisions and municipal authorities located in Lackawanna County of current storm water program expenses, anticipated costs for 2018-2023 regulatory compliance, etc. in order for HRG to complete analysis of the benefits and cost savings gained through a regional storm water authority.
4. Use of City Administrative Staff for assistance in collating municipal survey results, development of minutes from public and stakeholder meetings for review by HRG.
5. Provision of existing impervious area data per property and parcel information (ownership, land use, etc.) in GIS format.

If the City prefers for any of the above items to be handled by HRG, we would be happy to assist with these additional services which are not currently included in the scope and fee.

## GENERAL PROVISIONS FOR CONSULTING AND DESIGN

**ENGINEER:**  
HERBERT, ROWLAND & GRUBIC, INC.  
ENGINEERING & RELATED SERVICES

**CLIENT:** City of Scranton

**PROPOSAL/AGREEMENT DATED:** April 12, 2019

**PROJECT:** Storm Water Project Engineering Services

*These General Provisions set forth herein are included by reference in the Agreement for the performance of engineering services which are described in the Agreement. The Agreement shall take precedence over these General Provisions to the extent that there are any inconsistencies or contradictory statement.*

1. **GENERAL:** Herbert, Rowland & Grubic, Inc. (herein after referred to as HRG) shall provide for CLIENT professional engineering services in any or all phases of the Project to which the Agreement applies. These services will include serving as Client's Professional Engineering Representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, environmental, transportation and related engineering and surveying services as required. HRG's professional services will be performed in accordance with generally accepted principles of engineering practice. It is understood that HRG shall not be held liable for work performed by other parties, for the accuracy of data supplied by other parties upon which HRG may rely, or for testing or inspection work performed by other parties.

2. **TIMING OF PROPOSAL:** HRG agrees that the Proposal/Agreement shall remain open and may be accepted by the CLIENT for thirty (30) days from the above date. Acceptance of the Agreement after the end of the 30-day period shall be valid only if HRG elects, in writing, to reaffirm the Proposal/Agreement and waive its right to reevaluate and resubmit the Proposal/Agreement.

3. **CONDUCT OF THE WORK:** All concept, preliminary and final plans will be submitted to CLIENT or its authorized representative for approval concurrent with proceeding to attempt to secure approvals by local, county, state and all other governmental authorities having jurisdiction over the Project. In the event CLIENT does not respond to such submission within five (5) days, it shall be considered to have been given its approval.

Survey work is weather dependent, and HRG cannot always guarantee the time or date a survey crew will be available. HRG recognizes the importance of survey scheduling and will make a good faith effort to meeting clients' needs.

4. **RIGHT OF ENTRY:** CLIENT agrees to provide rights of entry and all permits and permissions necessary for the completion of HRG's service under the Agreement at no cost to HRG.

5. **USE OF DOCUMENTS:** All document are instruments of service with respect to this Project, and HRG shall retain an ownership (including exclusive copyright) and property interest therein (including the right of reuse at the discretion of HRG) whether or not the Project is completed. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by HRG, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to HRG or to HRG's Consultants. CLIENT shall indemnify and hold harmless HRG and HRG's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any verification of adaptation of the Documents for extensions of the Project or for any other project will entitle HRG to further compensation at rates to be agreed upon by CLIENT and HRG.

Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by HRG. Files in electronic media format of text, data, graphics, or of other types that are furnished by HRG to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30-day acceptance period will be corrected by the party delivering the electronic files. HRG shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

When transferring documents in electronic media format, HRG makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by HRG at the beginning of this Project, nor does HRG confer or transfer any software license or right to use with

the conveyance of data files.

6. **COPYRIGHT:** HRG is the exclusive owner and has the exclusive copyright to documents prepared for this Project and will grant a license to use said documents for the Project to the CLIENT upon the CLIENT's payment in full of all invoices rendered by HRG. CLIENT may not in turn transfer said license except as provided in Paragraph 9 of these General Provisions. The failure of HRG to obtain copyright registration shall not affect or impair HRG's ownership of these documents.

7. **INDEMNIFICATION:** CLIENT will indemnify and hold harmless HRG, its officers, directors, shareholders, or agents, employees, consultants and subcontractors from and against any and all liabilities, damages, or expenses in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by CLIENT, its officers, directors, agents, contractors and employees. CLIENT further agrees to indemnify and hold harmless HRG for any and all fees and expenses incurred in enforcing or defending HRG's right under this Agreement or the performance of its duties under this Agreement.

HRG may settle any claim for which it has a right of indemnification against CLIENT without CLIENT's consent. Notwithstanding that settlement documents shall state that HRG does not admit liability and that it is a disputed claim, HRG shall not be required to prove its liability or the reasonableness of the settlement to obtain indemnification from CLIENT.

8. **INSURANCE:** HRG and its agents, employees and consultants are covered by Worker's Compensation insurance and have limited coverage under public liability and property damage insurance policies. Certificates of insurance will be provided upon request. HRG shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. Additional coverage may be obtained at the CLIENT's expense. Failure to exercise this option waives any claims of liability beyond such limits. If the CLIENT obtains a builder's risk policy for the construction phase of this Project, HRG shall be a named insured.

9. **ASSIGNS:** CLIENT and HRG each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement. Neither CLIENT nor HRG shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other, except to the extent that the effect of this limitation may be restricted by law.

10. **SUBCONSULTANTS:** HRG has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist it in the performance of the services required.

11. **SAFETY RESPONSIBILITY:** HRG is not responsible for any safety precautions or programs of the CLIENT or any contractors working on the Project except for the safety of HRG's own employees.

12. **CONTROLLING LAW:** The Letter Agreement is to be governed by the laws of the Commonwealth of Pennsylvania which is the principal place of business of HRG.

13. **HAZARDOUS SUBSTANCES:** CLIENT represents and warrants to HRG that it has and will comply with all obligations imposed by applicable law upon the generation, storage or disposal of hazardous substances and/or waste and that it will promptly notify HRG of any notices concerning such matters. CLIENT agrees to hold harmless, identify and defend HRG from and against any and all damages and liabilities and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, excepting only such liability as may arise out of the sole negligence of HRG in the performance of services under this Agreement.

14. **PAYMENTS:** Invoices will be submitted by HRG on a monthly basis as the work proceeds. Payments will be due and payable in full on receipt of an invoice by CLIENT without retainage, and will not be contingent upon receipt of funds from third parties. If fees are not paid in full within 30 days of the date of the invoice, HRG reserves the right to pursue all remedies, including withdrawing certifications, stopping work on three (3) days' prior written notice, and retaining all documents without recourse. If at any time an invoice remains unpaid for a period in excess of 30 days, interest of the rate of 1-1/2% per month will be charged on past-due accounts. CLIENT agrees to indemnify and hold harmless HRG from and against any and all reasonable fees, expenses and costs incurred by HRG including, but not limited to, court costs, arbitrators and attorneys' fees and other claim related expenses incurred in the collection process.

All invoicing will be substantiated by HRG cost record sheets and work order system, all of which shall be made available to CLIENT upon request and during regular working hours for inspection and audit. Time spent in additional detailing of invoices is considered extra effort on the Project and will be invoiced as additional work along with any related cost of making copies and reproductions. Any increase in HRG's cost after the effective date of the Agreement resulting from state or federal legislation shall be reimbursed by the CLIENT.

Timely payment of invoices is a condition of this Agreement. Failure to make payments in full within the time limits stated above will be considered substantial noncompliance with the terms of this Agreement and will be cause for termination of the Agreement if HRG so chooses.

Unless otherwise agreed in writing, all fees and costs payable to HRG pursuant to this Agreement are payable at HRG's principal place of business in Dauphin County, Pennsylvania. It is hereby agreed that all suits will be litigated in Federal or State Court in Dauphin County, Pennsylvania or any other location at the sole discretion of HRG. Acceptance of payment by HRG elsewhere shall not constitute a waiver of this requirement.

In addition to its other remedies, HRG reserves the right to withhold submission (to CLIENT or any third party municipality or agency) of any plans or other documents and withhold performance of any other term of this Agreement upon default by CLIENT of any of CLIENT's obligation under this Agreement.

15. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon three (3) days' written notice in the event of a substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. CLIENT agrees to be liable and pay HRG for all labor done, work performed, materials furnished, and all expenses incurred for all work and additional work up to and including the day work is terminated, in accordance with the notice required under this section. A substantial failure to perform shall also include, but not be limited to, the CLIENT'S inability to provide credit references and/or a credit history acceptable to HRG prior or following the execution of this Agreement. Notwithstanding the above, failure of HRG to request said credit references shall not relieve client of its obligation to perform under the terms of this Agreement.

16. **THIRD PARTY BENEFICIARIES:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and HRG, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and HRG and not for the benefit of any other party.

17. **LIMITATION OF LIABILITY:** HRG shall endeavor to perform the services under this Agreement with the care and skill ordinarily used by members of HRG's profession practicing under similar conditions at the same time and in the same locality. There are no other warranties, express or implied, including, without limitations, no warranties of merchantability or fitness for particular purpose, made by HRG in this Agreement or in any reports, opinions, drawings, specifications or other documents furnished by HRG under this Agreement, or otherwise. HRG shall not be liable for the results of services performed with professional care and skill. To the fullest extent permitted by law, HRG's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, HRG's negligence, errors, omissions, strict liability, intentional acts, breach of contract or breach of warranty shall not exceed the total compensation received by HRG under this Agreement, or the amount paid on behalf of HRG by their insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of HRG's professional insurance policy or policies applicable thereto, whichever is greater.

18. **DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** It is understood and agreed that HRG's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and administration and waives any claims against HRG that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HRG harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of HRG.

If the CLIENT requests in writing that HRG provide any specific construction phase services, HRG will submit additional General Provisions for Construction Services and HRG shall be compensated for these Additional Services.

19. **RECORD DRAWINGS:** Record Drawings will not be prepared for this project unless the CLIENT specifically requests and agrees to compensate HRG for the extra work.

HRG will then prepare a set of reproducible record prints of Drawings showing those changes made during the construction process based upon the marked-up prints, drawings, and other data furnished by the Contractor(s) to HRG and which HRG considers significant. It is noted that HRG was not present nor involved in the construction project and has no information pertaining to the validity or completeness of the marked-up prints provided by the Contractor(s). Because these Record Drawings are based on unverified information provided by other parties which will be assumed reliable, HRG cannot and does not warrant the accuracy.

20. **CONTRACTOR/MANUFACTURER SUPPLIED DESIGNS:** The Work may require the furnishing and supplying of design services for such products as pre-manufactured buildings, tanks, special structures and systems, etc. CLIENT shall not hold HRG responsible for any such design which is furnished by others.

21. **OTHER WORK:** If the CLIENT requests HRG to provide engineering services on other Projects before a written Agreement is consummated for the other Project, the terms and conditions of this Agreement shall apply in full.

22. **AUTHORITY TO SIGN:** The individual signing this Agreement warrants that he has authority to sign as, or on behalf of, CLIENT for whom or for whose benefit HRG's services are rendered. If such individual does not have such authority, he understands and agrees that he is personally responsible for this Agreement to HRG in addition to any liability which CLIENT may have.

23. **MARKETING/ADVERTISING:** CLIENT hereby authorizes and grants to HRG the right to display a company sign at the project site during the construction phase of the project. CLIENT also grants HRG the right to use project related photographs, renderings, artist's depictions, project related articles and the like for marketing and advertisement purposes of the firm without further authorization from or compensation to the CLIENT. HRG will be responsible for securing any applicable permits and/or approvals associated with the installation of said project signs and for all direct costs associated with internal marketing and advertising activities.

24. **ENTIRE AGREEMENT:** These General Provisions, any drawings, plans, plats, and/or exhibits attached hereto, and the Proposal or Agreement to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the subject matter contained therein and shall be binding upon and inure (except as otherwise provided herein) to the benefit of the parties and their respective successors and assigns. This Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the transactions contemplated hereby.



**Herbert, Rowland & Grubic, Inc.**  
 Engineering & Related Services

AN EMPLOYEE-OWNED COMPANY

## 2019 FEE SCHEDULE

Classification	Hourly Billing Rates
Junior Technician	\$62.00
Administrative Staff	\$77.00
Field Technician	\$90.00
Technician I	\$112.00
Technician II	\$128.00
Senior Technician	\$139.00
Staff Professional I	\$134.00
Staff Professional II	\$139.00
Project Professional	\$160.00
Senior Professional	\$180.00
Principal	\$190.00

Professionals include Engineers, Land Surveyors, Landscape Architects, Planners, Geologists, Scientists and similar professionals.

Technicians include Designers, CADD Operators, Inspectors, Survey Technicians and similar technical staff.

All non-exempt employees have overtime rates of 1.5 times their normal billing rate.

Reimbursable expenses are billed at cost plus 10%, including, but not limited to Travel, Printing, Postage, Photography, Videos, Laboratory Work, Equipment Rental, and special outside Consultants.

**PLEASE NOTE:** HRG adjusts the fee schedule annually to reflect the cost of doing business for the coming year. This fee schedule is effective January 1, 2019 through December 31, 2019.



## 2019 CURRENT BILLABLE EXPENSES

Absorbent Sock – Small Size/Large Size	\$3.50/\$5.00/Each	Lodging	At Cost
All Terrain Vehicle	\$100.00/Day	Maps, Permits, Licenses	At Cost
Bailers		Meals	At Cost
Regular	\$8.50/Each	Mileage	IRS Allowable
Stainless Steel	\$10.00/Each Use	Miscellaneous Charges	At Cost
Copies/Prints		Postage	As Weighed
Color Copies - 11" x 17"	\$ .60/Copy	Pumps	
Color Copies - 8½" x 14"	\$ .48/Copy	2" Submersible Pump	\$125.00/Day
Color Copies - 8½" x 11"	\$ .40/Copy	Air Sampling Pump	\$25.00/Day
Photocopies	\$ .15/Copy	Peristaltic Pump	\$40.00/Day
Wide Format Printing/Copying	\$ .50/Square Foot	Whale Pump	\$30.00/Day
Concrete Monuments	\$30.00/Each	Rotary Hammer Drill Kit	\$100.00/Day, \$50.00/Half Day
Filter (only)	\$20.00/Each	Slam Bar/Bucket Auger	\$10.00/Day
Generator	\$45.00/Day	Sub-Surface Inspection Pole Camera	\$75.00/Day
Hydrographic System	\$100.00/Day	Technology Equipment Charge	\$50.00/Day
Instrumentation/Meters		Traffic Counters	\$25.00/Day
Fluke Power Quality Analyzer	\$200.00/Weekly	Tubing	
Mini-Monsoon Sampling System	\$60.00/Day	¼" Tubing	\$.13/Foot
Oil/Water Interface Probe	\$60.00/Day	½" Tubing	\$.25/Foot
pH/Conductivity Meter	\$50.00/Day	3/16" x 3/8" Silicone Tubing	\$1.85/Foot
Photoionization Detector	\$100.00/Day, \$250.00/Weekly	¼" Teflon Tubing	\$1.10/Foot
Reflectometer	\$75.00/Day		
Water Level Indicator -- Solinst	\$28.00/Day, \$14.00/Half Day		
Water Level Indicator 200' – Heron	\$30.00/Day		

All expenses are subject to a 10% markup, including, but not limited to travel, printing, postage, survey supplies, etc.  
**PLEASE NOTE:** HRG adjusts the current billable expenses annually to reflect the cost of doing business for the coming year. These expenses are effective January 1, 2019 through December 31, 2019.





## 11. Certificate of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2018

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

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

<b>PRODUCER</b> James B Murdoch Insurance Group Inc 4300 Carlisle Pike Camp Hill PA 17011		<b>CONTACT NAME:</b> Melissa J Strous <b>PHONE (A/C, No, Ext):</b> (717)737-9900 <b>E-MAIL ADDRESS:</b> melissa@jbminsurance.com <b>FAX (A/C, No):</b> (717)737-9852	
<b>INSURED</b> Herbert Rowland & Grubic Inc. 369 E Park Dr Harrisburg PA 17111-2730		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> ERIE INS EXCH	<b>NAIC #</b> 26271
		<b>INSURER B:</b> ERIE INS CO of NY	26271
		<b>INSURER C:</b> CNA (Schinnerer)	20443
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q410150093	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPI/OP AGG \$ 2000000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			Q051502279	5/15/2018	5/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			Q290170004	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Q895101392	5/1/2018	5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000	
C	Professional Liability			AEH 00-822-00-56	6/9/2018	6/9/2019	Per Claim \$5,000,000 Aggregate \$5,000,000	

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

## CERTIFICATE HOLDER

## CANCELLATION

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

256

 Fax:  
 ACORD 25 (2016/03)

Email:

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The ACORD name and logo are registered marks of ACORD





## 12. Attachments A-D

ATTACHMENTS  
DATA SUBMISSION DOCUMENTS

Attachment A.

Affirmative Action Certification

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

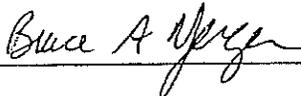
- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure applicants are employed, and that employees 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: April 9, 2019

NAME OF PROPOSER: Herbert, Rowland & Grubic, Inc.

BY: 

TITLE: Vice President & Chief Financial Officer

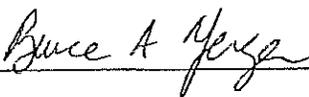
**Attachment B.  
Certificate of Non-Segregated Facilities**

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 subcontractors 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: April 9, 2019

NAME OF PROPOSER: Herbert, Rowland & Grubic, Inc.

BY: 

TITLE: Vice President & Chief Financial Officer

Attachment C.  
Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania

COUNTY OF Dauphin

Bruce A. Yerger, being first duly sworn, deposes and says that:

1. He/she is

(Owner, partner, officer, representative or agent)

of Herbert, Rowland & Grubic, Inc., the Bidder that has submitted the bid;

1. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

2. Such Bid is genuine and is not a collusive or sham Bid;

3. 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;

4. 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 Bruce A. Yizer  
Vice President & Chief Financial Officer

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 9<sup>th</sup> DAY OF April  
\_\_\_\_\_, 20 19

Paula A. Kulp  
Notary  
(TITLE)

MY COMMISSION EXPIRES March 31  
\_\_\_\_\_, 20 21

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Paula A. Kulp, Notary Public  
Swalara Twp., Dauphin County  
My Commission Expires March 31, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**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. 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

Bruce A. Yenger , hereby state that I  
am (title) Vice President & CFO for, and am  
authorized to make this verification.

Signature: Bruce A. Yenger





DEPARTMENT OF LAW

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

July 17, 2019

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

RECEIVED

JUL 18 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 HERBERT, ROWLAND & GRUBIC, INC. (HRG) FOR THE CITY OF SCRANTON STORM WATER PROJECT ENGINEERING SERVICES.

Respectfully,

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

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

2019

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A TAX-EXEMPT MUNICIPAL LEASE PURCHASE AGREEMENT BETWEEN THE CITY OF SCRANTON AND MANUFACTURERS AND TRADERS TRUST COMPANY ("M & T BANK") FOR THE LEASE OF 2 NEW FREIGHTLINER/ HEIL HIGH COMPACTION REAR LOADER DURAPACK 5000 TRUCKS FOR THE CITY OF SCRANTON DEPARTMENT OF PUBLIC WORKS FOR A TERM OF FIVE (5) YEARS.**

**WHEREAS**, the City of Scranton Department of Public Works has an acute need for additional refuse and recycling vehicles due to recent damage to a 2015 Mack refuse packer and an issue with two (2) older vehicles out of service due to rust issues and cannot be repaired; and

**WHEREAS**, the City also has two (2) Mack trucks on order which will be a direct 2019 budget purchase but will not be delivered until sometime in the fall; and

**WHEREAS**, M&T Bank has agreed to lease to Scranton two (2) New Freightliner/HEIL High Compaction Rear Loader DuraPack 5000 Trucks (\$208,056.00) each for a period of Five (5) years per the Amortization Schedule attached hereto as Exhibit "A" and incorporated herein by reference thereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City officials are authorized to execute any and all documents, including but not limited to a Tax Exempt Municipal Lease Purchase Agreement between the City of Scranton and Manufacturers and Traders Trust Company ("M&T Bank") for the lease of 2 new Freightliner/HEIL High Compaction Rear Loader DuraPack 500 Trucks for the City of Scranton Department of Public Works for a term of five (5) years.

**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.

# M&T Bank

Understanding what's important®

July 22, 2019

Mr. David Bulzoni  
Business Administrator  
City of Scranton  
340 North Washington Ave  
Scranton, PA 18503

Dear Dave,

Manufacturers and Traders Trust Company ("M&T Bank") is pleased to outline the following financing proposal for the City of Scranton. The terms and provisions outlined below are to be set forth more fully in lease documents and subject to review and approval by both Lessor's and Lessee's counsel.

LESSOR: M&T Bank (its nominees, assigns or affiliates)

LESSEE: City of Scranton

EQUIPMENT & FUNDING AMOUNT: (2) New Freightliner / HEIL High Compaction Rear Loader DuraPack 5000 Trucks (\$208,056.00 each) Approximately \$416,112.00

FACILITY: Tax-Exempt Municipal Lease Purchase Agreement

This will be a non-cancelable, net lease transaction whereby maintenance, insurance, applicable taxes, and all items of a similar nature will be the responsibility of the Lessee. Provisions of the lease will require that Lessor be named Lender/Loss Payee on the insurance coverage.

TERMS & PAYMENT: Lease Term: 4 or 5 Years  
Closing Date: August 15, 2019 (estimated)  
First Payment Date: September 15, 2020 (30 days after funding - other options available up to one year after closing)  
Payment Frequency: Annual (other options available)  
Interest Rate: 3.792% for 4 Year Term  
3.800% for 5 Year Term  
Payment Schedule: See attached sample Amortization Schedules. Other structures are available.

ESCROW: If required, the Lease will be funded into an escrow disbursement account held by M&T Bank at the closing date. This will lock the interest rate at closing and protect against any future rate increases. During the build/delivery period, with Lessee's approval, payments to the vendor(s) will be made from this escrow account as needed. Any interest earned on this account will accrue to the benefit of Lessee. Any interest earnings and/or unexpended funds remaining in the escrow account once the equipment has been paid for will be applied to the next lease payment or returned to Lessee as outlined in the escrow agreement.

BASIS OF RENTAL FACTORS: The indicative interest rates in this proposal are based on M&T Bank's respective four (4) or five (5) year Cost of Funds (COF) as of July 19, 2019 for a Non-Bank Qualified transaction. Final pricing may change based on fluctuations in Lessor's COF, closing date, tax rates, any changes in tax or other legislation that impact Lessor's pricing and other operating parameters. The actual rate will be fixed three days prior to the closing and may be indexed to this COF at discretion of Lessor.

Cost of Funds shall mean the most recent yield on United States Treasury Obligations adjusted to a constant like-term maturity in effect three (3) business days prior to closing date as published by the Board of Governors of the Federal Reserve Statistical Release H.15 (519), or by such other quoting service, index or commonly available source utilized by the Bank, plus the ask side of the like-term swap spread in effect three (3) business days prior to closing date as set forth in Bloomberg, L.P., or by such other quoting service, index or commonly available source utilized by the Bank

TAX INDEMNIFICATION: Pennsylvania  
Lessee will provide to Lessor (i) the appropriate Commonwealth of Pennsylvania Exempt Organization certificate, (ii) a written Opinion of Counsel letter stating this transaction qualifies as tax exempt.

DOCUMENTATION & APPLICABLE FEES: All documentation will be provided by Lessor and must be satisfactory to all parties. Lessee will pay to Lessor a documentation fee equal to \$250. If required, the fee for the escrow account will be \$500. No acquisition fees, disposition fees or security deposit will be charged to this account.

When funding Non-Bank Qualified (NBQ) lease transactions, M&T Bank reserves the option to utilize a wholly owned Bank subsidiary as the originating Lessor. This requires that lease documentation be executed between Lessee and the designated subsidiary as Lessor. To help facilitate this, any official Resolution or other form of authorization resulting from an award of this RFP will need to be made in the name of the wholly owned subsidiary as designated by M&T, or alternatively in the name of "M&T Bank and/or any wholly owned subsidiary of M&T Bank". The originating Lessor this lease is expected to be "233 Genesee Street Corporation", a wholly owned subsidiary of M&T Bank.

END OF LEASE OPTIONS: Provided the Lessee has met all the terms and conditions of the lease agreement, the Lessee at lease expiration will have clear title of equipment upon payment of all amounts due under the lease.

EARLY TERMINATION: Pursuant to General Municipal Law the lease will allow for early termination for reasons of non-appropriation.

CONDITIONS:

This proposal is For Discussion Purposes Only. The proposed terms and conditions herein do not constitute an offer, agreement or commitment to lend and are confidential. Final approval, if any, may only be granted upon receipt of all information deemed appropriate by Lessor and in accordance with Lessor's loan, legal and other applicable policies. Lessor will require a Resolution or other form of authorization showing this financing was approved by Lessee. This proposal is subject to Lessor's final credit and investment approval. Lessor takes a general exception to the application of any contract terms and conditions included in any solicitation for quotations. The terms and conditions applicable to the provision of our products and services will be those reflected in those final signed agreements and documents.

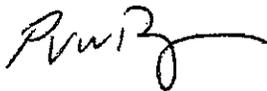
Lessee shall have delivered to M&T Bank, sufficiently in advance of closing, all documentation and other information required by the Bank in accordance with all applicable banking laws and regulations in effect from time to time, including, without limitation, the USA PATRIOT Act. Any failure by Lessee or any necessary third party to deliver to the Bank, in a timely manner, any material information requested, or any misrepresentation or inaccuracy with respect to any such information received, or if Bank's due diligence reveals that opening the accounts contemplated herein would potentially violate the Bank's regulatory compliance policies or applicable law, shall permit the Bank, in its sole discretion, to withdraw and/or cancel this proposal without liability, and retain any fees.

ACCEPTANCE AND EXPIRATION:

The Lessee may acknowledge its approval of this lease proposal by signing and returning this letter. This proposal shall expire in thirty (30) days unless extended by Lessor.

Thank you for allowing us the opportunity to present this proposal. Please contact me at (610) 449-3944 if you have any questions.

Sincerely,



Paul V.W. Black  
Vice President – Municipal Leasing  
Phone: 610-449-3944  
Fax: 610-449-3945  
Email: pvblack@mtb.com

PROPOSAL ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

By: \_\_\_\_\_  
City of Scranton

Encl: Sample Amortization Schedule

CC: Ryan McGowan – M&T Bank

**M&T Bank**  
**- Sample Amortization Schedule -**

City of Scranton - 5 Year Term

Compound Period: Monthly

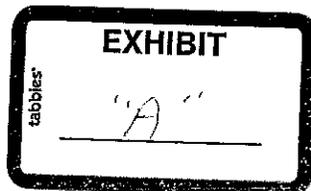
Nominal Annual Rate: 3.800 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	08/15/2019	416,112.00	1		
2 Lease Payment	09/15/2019	89,937.87	5	Annual	09/15/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	08/15/2019				416,112.00
1	09/15/2019	89,937.87	1,317.69	88,620.18	327,491.82
2019 Totals		89,937.87	1,317.69	88,620.18	
2	09/15/2020	89,937.87	12,663.74	77,274.13	250,217.69
2020 Totals		89,937.87	12,663.74	77,274.13	
3	09/15/2021	89,937.87	9,675.64	80,262.23	169,955.46
2021 Totals		89,937.87	9,675.64	80,262.23	
4	09/15/2022	89,937.87	6,571.99	83,365.88	86,589.58
2022 Totals		89,937.87	6,571.99	83,365.88	
5	09/15/2023	89,937.87	3,348.29	86,589.58	0.00
2023 Totals		89,937.87	3,348.29	86,589.58	
Grand Totals		449,689.35	33,577.35	416,112.00	





DEPARTMENT OF LAW

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

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JUL 23 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

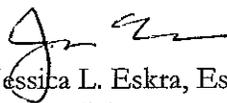
July 23, 2019

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A TAX-EXEMPT MUNICIPAL LEASE PURCHASE AGREEMENT BETWEEN THE CITY OF SCRANTON AND MANUFACTURERS AND TRADERS TRUST COMPANY ("M & T BANK") FOR THE LEASE OF 2 NEW FREIGHTLINER/ HEIL HIGH COMPACTION REAR LOADER DURAPACK 5000 TRUCKS FOR THE CITY OF SCRANTON DEPARTMENT OF PUBLIC WORKS FOR A TERM OF FIVE (5) YEARS.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl