

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**October 12, 2017**  
**6:30 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 REPORTS FOR HEARING DATES HELD SEPTEMBER 27 AND SEPTEMBER 28, 2017.

[Tax Assessor's Results Reports for 9-27-17 & 9-28-17.pdf](#)

- 3.B MINUTES OF THE REGULAR MEETING OF THE MEMBERS OF THE SCRANTON HOUSING AUTHORITY HELD SEPTEMBER 6, 2017.

[Scranton Housing Authority 9-6-17.pdf](#)

- 3.C TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD OCTOBER 19, 2017.

[Tax Assessor's Report for 10-19-17.pdf](#)

- 3.D BREAKDOWN OF THE ELIGIBLE SALARIES FOR THE LIQUID FUELS ACCOUNT FOR THE MONTHS OF JULY, AUGUST AND SEPTEMBER, 2017.

[Liquid Fuels Acct for July, August and September 2017.pdf](#)

4. **CITIZENS PARTICIPATION**

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

5.A MOTIONS

- 5.B FOR INTRODUCTION – A RESOLUTION – APPOINTMENT OF REV. REBECCA A. BARNES, 801 WHEELER AVENUE, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE OCTOBER 3, 2017. REV. REBECCA A. BARNES WILL BE REPLACING ROBERT JOHNS WHO RESIGNED ON SEPTEMBER 7, 2017. REV. BARNES WILL FILL THE UNEXPIRED TERM OF ROBERT JOHNS WHICH IS SCHEDULED TO EXPIRE ON AUGUST 24, 2018.

[Resolution-2017 Appt. Rev. Rebecca Barnes to Human Relations Commission.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO.150.41 IN AN AMOUNT NOT TO EXCEED \$25,000.00 TO THE BHUTANESE CULTURAL FOUNDATION OF SCRANTON ASSOCIATION (BCFSA) TO ASSIST AN ELIGIBLE PROJECT.

[Resolution-2017 Loan to Grant Agreement to Bhutanese Cultural Foundation of Scranton Assoc..pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT FOR THE COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON (“CITY”), NDC, ABM AND TEAMSTERS LOCAL 229 (“THE UNION”) IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT WITH AN EFFECTIVE DATE OF JANUARY 1, 2017, AND RATIFIED BY THE MEMBERSHIP.

[Resolution-2017 Collective Bargaining Agreement with Teamsters Local 229.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

7.A FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 197, 2017- AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MCCARTHY TIRE SERVICE TO PROVIDE NEW TIRES FOR CITY OWNED VEHICLES FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

[Resolution-2017 Contract with McCarthy Tire Service for New Tires for City Owned Vehicles.pdf](#)

7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 198, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH DENAPLES TOWING, INC. TO PROVIDE TOWING SERVICES FOR CITY OWNED VEHICLES FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

[Resolution-2017 Contract with DeNaples Towing for Towing Services for City Owned Vehicles.pdf](#)

7.C FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 199, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH THE GOODYEAR TIRE AND RUBBER COMPANY TO PROVIDE RETREAD TIRES FOR CITY OWNED VEHICLES FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

8. ADJOURNMENT

# TAX ASSESSOR'S REPORT

Hearing Date: 09/27/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Curren t Assessed Value	After Appeal Value
12:00 PM	A POCKET FULL OF HOPE INC	CARBONDALE CITY	04577020002		85000	EXEMPT
12:00 PM	A POCKET FULL OF HOPE INC	CARBONDALE CITY	0456901001403		3200	EXEMPT
12:15 PM	ZYMBLOSKY EDWARD III & GAIL	SCRANTON	13410010010		22000	18300
12:30 PM	HARRIS MICHAEL B	SCRANTON	15705020012	JOHN WARRING	35000	28000
12:30 PM	WARRING JOHN & MARIA	SCRANTON	15705020013	JOHN WARRING	30000	21000
12:40 PM	MILAZOV NASIB	SCRANTON	14513060022		30880	30880
12:45 PM	KRAKE RAYMOND J & NANCY M	SCRANTON	16711020017		24000	22000
1:00 PM	CONDON PHILIP P & JOELYN K	SCRANTON	15712010037		26000	26000
1:05 PM	ROCK PROPERTY HOLDINGS 2 LLC	SCRANTON	14514050018		8500	8500
1:05 PM	ROCK PROPERTY HOLDINGS 2 LLC	SCRANTON	1451402001301		10000	10000
1:05 PM	SELECT SCR LLC	SCRANTON	14518040039		8251	8251
1:15 PM	GILMAN ROBERT A & ABIGAIL C TR	SCRANTON	13514040016		17000	15000
1:20 PM	ROGAN JOHN & MARYLOU	SCRANTON	15719020046		15603	14550
1:20 PM	ROGAN JOHN T & MARY LOU	SCRANTON	15719020047		3348	2800
1:30 PM	RIEXINGER GLEN & LIETTA	SCRANTON	16711050004		14842	12000
1:35 PM	J & H REAL ESTATE VENTURES LL	SCRANTON	13412070025	ANN LAVELLE POWELL	17500	14500
1:35 PM	KEYSTONE COMMUNITY RESOURC	SCRANTON	13517020064	ANN LAVELLE POWELL	45000	43000
1:35 PM	KEYSTONE COMMUNITY RESOURC	SCRANTON W-1	12413010021	ANN LAVELLE POWELL	19000	19000
1:35 PM	DEUTSCH EUGENE	SCRANTON	15721010015	ANN LAVELLE POWELL	16150	9150
1:35 PM	KEYSTONE TRAINING REHABILITATI	CLIFTON TWP	23901010009	ANN LAVELLE POWELL	30600	25000
1:35 PM	KEYSTONE COMMUNITY RESOURC	ROARING BROOK TWP	18004030007	ANN LAVELLE POWELL	22000	20000
1:35 PM	KEYSTONE COMMUNITY RESOURC	JERMYN	0731603002800	ANN LAVELLE POWELL	18000	18000
1:35 PM	KEYSTONE CITY RESIDENCE INC	SCRANTON	15512030018	ANN LAVELLE POWELL	22200	20200
1:55 PM	BROZZETTI HUGO C/O FRANK	SCRANTON	16714020048	BRIAN KELLY	20000	17000
2:00 PM	WILLIAMS STEVEN	SCRANTON	1564901001801		16000	14900
2:10 PM	BOZYM RICHARD & ANN MARIE	SCRANTON	16707030039	JUSTIN SULLA	8000	8000
2:15 PM	URBAN ORCHARD AT PAUL INC	SCRANTON	15706070049	A JAMES HAILSTONE	10500	EXEMPT
2:20 PM	PRICE PAUL H	SCRANTON	14511010047	GREGORY PASCALE	20000	18000
2:25 PM	CHARETTE W GARY	SCRANTON	1451501004800		2300	2300
2:35 PM	THRASHER AIMEE & TEITSWORTH	SCRANTON	14618040007	KEVIN SMITH	10000	8500
2:35 PM	ZOLTAN RABOLD	SCRANTON	15619020032	KEVIN SMITH	16448	16448
2:35 PM	ZOLTAN RABOLD	SCRANTON	15619020033	KEVIN SMITH	12000	12000
2:45 PM	MITCHELL DAVID J	SCRANTON	15754020022		15000	15000
2:45 PM	MITCHELL DAVID J	SCRANTON	15705040014		14000	14000
2:55 PM	ROBINSON M & DALKIEWICZ S A	SCRANTON	1680702004101		19400	18000
3:00 PM	ELMHURST HOLDINGS LLC	SCRANTON	15626010011	PATRICK LAVELLE	32450	20450
3:10 PM	MENDOZA HENRY	SCRANTON	13419050039		12750	12750
3:10 PM	MENDOZA HENRY D	SCRANTON	16711030032		10500	10500

No. 2646 P. 1/3

Oct. 6. 2017 10:45AM

No. 2646 P. 2/3

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Curren t Assesed Value	After Appeal Value
3:20 PM	DAVIS JOHN	SCRANTON	13514070056		17000	15500
3:25 PM	SKOTLESKI MICHAEL & MARGARET	SCRANTON	15619050060		15000	12000
<b>TOTAL RECORDS</b>					40	

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Oct. 6. 2017 10:46AM

**TAX ASSESSOR'S REPORT**

Hearing Date: 09/28/17

No. 2646 P. 3/3

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Curren t Assesed Value	After Appeal Value
12:15 PM	BURKE MARISSA	GREENFIELD	0320101000204		25500	23000
12:20 PM	KRISA MICHAEL & MARLENE	GREENFIELD	0230301000804	MARK RUDALAVAGE	30400	25400
12:20 PM	KRISA MICHAEL & MARLENE	GREENFIELD	0230301000802	MARK RUDALAVAGE	18500	12500
12:30 PM	JAWORSKI THOMAS C JR& CIANI C	OLD FORGE	1840101002201		22000	21000
12:35 PM	CAMMEROTA JAMES & DENISE	MOOSIC	185040300050	PATRICK LAVELLE	58500	36250
12:45 PM	COLONNA M & LORENZOTTI R JR	OLD FORGE	18411010009		11500	10000
12:50 PM	KISHEL STEPHEN & DELORES	OLYPHANT	11410010007		11000	9000
1:00 PM	PALAZZARI ARMOND J JR&JENNIFE	ARCHBALD	0940402001105		79900	37400
1:20 PM	WAGNER RICHARD	OLD FORGE	16502040015		8000	8000
1:20 PM	WAGNER ALBERT & RICHARD	OLD FORGE	1650204001001		4000	4000
1:20 PM	WAGNER ALBERT & CLAIRE	OLD FORGE	1650204001002		15500	13500
1:30 PM	GABRIEL LANDON R	FELL TEP	04501010024		25000	21000
1:40 PM	BERRY JOHN & PATRICIA A	VANDLING	01608020020		4000	4000
1:45 PM	DUNTON DAVID & REBECCA	CARBONDALE	0541611000103		24500	22000
1:55 PM	SHAFFER MARCIA E	JESSUP	11507040037	ALBERT NICHOLLS	16500	8500
2:00 PM	AVERSA MICHAEL J & MOLLY O	OLD FORGE	17519070043		6300	4000
2:10 PM	SZYMANSKI CHARLES F & JUDITH A	TAYLOR	15513010011		19000	17000
2:15 PM	RIZZO WILLIAM & NANCY	JEFFERSON	16002010040	JOHN MERCURI	13000	11000
2:15 PM	RIZZO WILLIAM P & NANCY	JEFFERSON	16002020006	JOHN MERCURI	16000	13000
2:25 PM	GAVIN THOMAS J & BRENDA	GREENFIELD TWP	02302020007		10500	10500
2:40 PM	DONOVAN PAUL & REGINA	JEFFERSON	1500201000201		11000	7000
2:45 PM	COLE KENNETH S JR & KAMI L	ARCHBALD	07417010008		18000	14000
2:55 PM	MATAY DAVID J & MICHELLE A	MADISON	18203010014		20000	18000
3:00 PM	NEWBERRY DOMINICK & MARY	GREENFIELD	03301020003		18000	18000
3:10 PM	PIEMONTESE ANTHONY ETAL	OLD FORGE	17519060014		10000	8000
3:15 PM	ROSE KRISTYN & GERALD A	MOOSIC	17612050021		28000	23000
3:20 PM	TRICHILO PATRICK DOMINICK	CARBONDALE CITY	05419060009		14500	11000
3:25 PM	TRICHILO JESSE D	CARBONDALE TWP	06411040005		19000	17500
3:30 PM	TRICHILO PATRICK JR & CHRISTINE	MAYFIELD	06417020011		35000	30000

TOTAL RECORDS 29

Oct. 6. 2017 10:46AM

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MINUTES OF THE REGULAR  
MEETING OF THE MEMBERS OF  
SCRANTON HOUSING AUTHORITY  
SEPTEMBER 6, 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on September 6, 2017.

Pledge of Allegiance.

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

1. Roll Call.

Present

Absent

Mary Anne Sinclair  
Thelma Wheeler  
Mary Clare Kingsley

William J. Egan, Jr.  
Terrence V. Gallagher

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

2. Executive Session.

Mrs. Sinclair: Executive Session.

Attorney Hughes: Yes, we discussed litigation and personnel.

Mrs. Sinclair: Thank you.

3. Approval of the minutes of the Regular Meeting held July 10, 2017.

Mrs. Sinclair: Approval of the minutes of the regular meeting held July 10, 2017.

Ms. Kingsley: So moved.

Ms. Wheeler: Second.

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

AYES	NAYS
Mary Anne Sinclair	None
Thelma Wheeler	
Mary Clare Kingsley	

4. Treasurer’s Report for the period June 29, 2017 to August 31, 2017.

Mrs. Sinclair: Treasurer’s Report for the period June 29, 2017 to August 31, 2017.

Mr. Egan: This report is as of August 31, 2017. The balances in our checking accounts are \$2,570,656.93. The Section 8 NRA Fund has a balance of \$11,553.68. This savings account is required by HUD to deposit excess HAP funds not used by the Authority. The payroll account will now be listed as the bank is requiring the account to have on deposit the amount of the direct deposit funds two days prior to the disbursement of the funds. Thus, the SHA will keep at minimum at least \$75,000 on deposit in the payroll account. Investments made in Certificates of Deposits amounted to \$4,599,589.90. Petty Cash totaled \$300.00, for a grand total of \$7,182,100.81. Paid bills from June 29, 2017 to August 31, 2017 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Ms. Kingsley: So moved.

Ms. Wheeler: Second.

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

AYES	NAYS
Mary Anne Sinclair	None
Thelma Wheeler	
Mary Clare Kingsley	

5. Secretary's Report.

Mrs. Sinclair: Secretary's Report.

Mr. Pelucacci: Madame Chairperson, there are no communications at this time.

6. Committee Reports.

6.(a) Chairman Report.

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

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madame Chairman. Under our Utility Report for the month of July, 2017 our total utility cost was \$157,981.63 and for the month of August, 2017 our total utility cost was \$168,184.80.

On our Tenant's Accounts Receivable Report, for the month of June, 2017 we had a total of 278 delinquents totaling \$130,195.41; for the month of July, 2017 we had 307 delinquents totaling \$136,074.87 and for the month of August, 2017 we had 278 delinquents totaling \$135,503.92.

On our Construction Report Madame Chairman, work has been completed on the comprehensive renovations of buildings 3 and 16 at Valley View Terrace. We are waiting on the occupancy permits from the city so we may start moving residents into both of these buildings.

Work is almost complete on the fire alarm system at Adams High Rise.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Attorney Hughes, Solicitor's Report?

6.(c) Solicitor Report.

Attorney Hughes: I have nothing.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madame Chairman. Under our Public Housing Program, we have an A.C.C. of 1,269 units with 1,207 units under effective lease. There are Sixty-Two (62) vacant apartments in which Twenty-Four (24) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 845 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of August 31, 2017, are 2,052 out of an A.C.C. of 2,319.

That concludes the Apartment Report, Madame Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

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

Mrs. Sinclair: New Business.

8. New Business.

8.(a) Resolution No. 17-15 – Requesting Approval to Adopt the Proposed Operating Budget under Contract No. P-109 for Fiscal Year ending September 30, 2018.

Mr. Pelucacci: Madame Chairman, Item 8(a) is Resolution No 17-15 requesting approval to adopt the proposed Operating Budget under Contract No. P-109 for fiscal year ending September 30, 2018.

This is for our fiscal year starting October 1, 20-17 and ending September 30, 2018. The proposed Operating Budget is also broken down by Central Office Cost Center and Asset Management Projects or AMPS. The Central Cost Center and all AMPS are projected to have sufficient funds to operate for the upcoming fiscal year.

It would be my recommendation that the Board of Commissioners pass Resolution No. 17-15.

Ms. Kingsley: So moved.

Ms. Wheeler: Second.

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

AYES	NAYS
Mary Anne Sinclair Thelma Wheeler Mary Clare Kingsley	None

8.(b) Resolution No. 17-16 – Requesting Approval for the Disposal of Excess Equipment.

Mr. Pelucacci: Madame Chairman, Item 8(b) is Resolution No. 17-16 which is for the approval to dispose of excess equipment.

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

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

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

It would be my recommendation that the Board of Commissioners pass Resolution No. 17-16.

Ms. Kingsley: So moved.

Ms. Wheeler: Second.

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

AYES	NAYS
Mary Anne Sinclair Thelma Wheeler Mary Clare Kingsley	None

8.(c) Resolution No. 17-17 – Requesting Approval for the Establishment of a Money Market Account and Authorization for the Maintenance and Administration for said Money Market Account.

Mr. Pelucacci: Madame Chairman, Item 8.(c) is Resolution No. 17-17 which is for the approval to establish a Money Market Account and Authorization for the Maintenance and Administration for said Money Market Account.

“Whereas, the Scranton Housing Authority is desirous for the establishment of a Money Market Account; and

Whereas, the maintenance and administration of said Money Market Account is essential to the Scranton Housing Authority; and

Now, Therefore, Be It Resolved that the Board of Commissioners of the Scranton Housing Authority hereby approves the execution of all required documents to establish a Money Market Account at the Peoples Security Bank & Trust Company, 115 N. Washington Avenue, Scranton, Pennsylvania, 18503, and hereby authorizes Gary P. Pelucacci, Executive Director and/or John Cappelloni, Director of Capital Improvements for the Scranton Housing Authority, to maintain and administer said Money Market Account.”

It would be my recommendation that the Board of Commissioners pass Resolution No. 17-17.

Ms. Kingsley: So moved.

Ms. Wheeler: Second.

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

AYES	NAYS
Mary Anne Sinclair Thelma Wheeler Mary Clare Kingsley	None

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no resignations and no retirements. Under Workers Compensation, there is currently no one on workers compensation at this time. Robert Griffiths returned to work on September 5, 2017 and Ryan O’Hora returned to work on August 10, 2017.

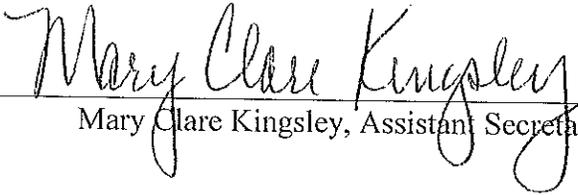
Mr. Pelucacci: That concludes the Personnel Report, Madame Chairman.

10. Public Comment.

( No people were present for Public Comment)

11. Adjournment.

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

  
Mary Clare Kingsley, Assistant Secretary

## Certificate

I, Mary Clare Kingsley, hereby certify that:

1. I am the duly appointed, qualified and acting Secretary of the Scranton Housing Authority.
2. I am custodian of the records of said Authority.
3. The attached copy of the Minutes of the Regular Meeting of said Authority held September 6, 2017 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on October 2, 2017 and is recorded in the Minutes of the Authority.

in Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 2nd DAY of OCTOBER, 2017.

  
\_\_\_\_\_  
Mary Clare Kingsley  
Assistant Secretary

# TAX ASSESSOR'S REPORT

Hearing Date: 10/19/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:00 PM	VENOSH JULIA ANN	BLAKELY BOROUGH	1020202000609		8500	
12:15 PM	CAMMER RUSSELL III & OHORA PA	CLARKS SUMMIT	1000805003000		22000	
12:20 PM	MCQUESTION BRIAN J & PAULA AN	NORTH ABINGTON TWP	06003010001	MARK CONWAY	42435	
12:30 PM	MACEJKOVIC KEVINA & JENNIFER	WAVERLY TWP	0700102000108		45000	
12:35 PM	TOPA JOHN & ANTOINETTE	SOUTH ABINGTON TWP	09014010032		20700	
12:45 PM	THE FERNWOOD REVOCABLE TRUS	WAVERLY TWP	0800201001802	FRANK BOLOCK JR	108000	
12:50 PM	B & M PROPERTY DEVELOPMENT L	SOUTH ABINGTON TWP	11206020060	GUY VALVANO	10500	
12:50 PM	B & M PROPERTY DEVELOPMENT L	SOUTH ABINGTON TWP	11206020044	GUY VALVANO	17000	
12:50 PM	POWELL SEAN & MICHELLE	OLYPHANT	1250209000188	GUY VALVANO	47900	
12:50 PM	B & M PROPERTY DEVELOPMENT L	SOUTH ABINGTON TWP	11206020042	GUY VALVANO	16642	
1:05 PM	WADSWORTH GARY & BARBARA F	WAVERLY TWP	0800402001007	PATRICK LAVELLE	39000	
1:10 PM	WHITE FREDERICK & ADELAIDE	COVINGTON TWP	2190401000229	BRIAN YEAGER	48500	
1:20 PM	FUKS OLEG & GALINA	COVINGTON TWP	22701020423		4900	
1:25 PM	ROYFMAN ZHANNA	COVINGTON TWP	22003020053		3400	
1:30 PM	GOLDEN OAK ESTS HOA PHASE II	COVINGTON	2050204000101	JOSEPH MCGRAW	10400	
1:30 PM	GOLDEN OAK ESTS HOA PHASE II	COVINGTON	2050204000126	JOSEPH MCGRAW	11300	
1:40 PM	CORDARO RONALD J	DUNMORE	1471303000103		28000	
1:45 PM	BALDASSARI MIA CARA & ELMO	DUNMORE	1460706002601		15000	
1:55 PM	DIMAURO MAURO & ALBERTA	OLD FORGE	18408020013		25000	
2:00 PM	BUTLER JUSTIN P	SCRANTON	12320010038		23500	
2:10 PM	DARTNELL PATRICIA-BOYCE KIM D	CLARKS SUMMIT	1000402000304		38000	
2:15 PM	WALSH SHAWN	TAYLOR	15617030025	MARK TUNIS	87500	
2:25 PM	R & A LLC	SCRANTON	17706010009	GREGORY PASCALE	16500	
2:25 PM	R & A LLC	SCRANTON	16711070051	GREGORY PASCALE	15000	
2:25 PM	R & A LLC	CLARKS SUMMIT	0901902004100	GREGORY PASCALE	16000	
2:35 PM	GRIFFIN ROBERT J & CHRISTINE	MOOSIC	176040003816	MARY CUMMINGS	28500	
2:40 PM	GABRIEL LAWRENCE JR&LINDA A	CARBONDALE CITY	04570010009		30000	
2:40 PM	GABRIEL LWARENCE A JR&LINDA A	CARBONDALE CITY	04570010008		30000	
2:50 PM	STOCOSKI WILLIAM JR & VICTORIA	CLIFTON TWP	23803010004		14300	
2:50 PM	STOCOSKI WILLIAM JR & VICTORIA	CLIFTON	23803010008		8400	
2:55 PM	RICHARDS FLORENCE	SOUTH ABINGTON	08104030008		14000	
3:05 PM	MULBERRY REALTY GROUP LLC	SCRANTON	15628020003		30000	
3:10 PM	SCRANTON TRANSLOAD INC	SCRANTON	14568010004	THOMAS J MACNEELY	53500	
3:20 PM	DEUTSCH EUGENE	SCRANTON	15721010003	ANN LAVELLE POWELL	60000	
3:25 PM	CMF J REALTY LLC	SCRANTON	14508040023	JAMES TIERNEY IV	40000	
3:25 PM	CMF J REALTY LLC	SCRANTON	14508040024	JAMES TIERNEY IV	19000	

TOTAL RECORDS 36

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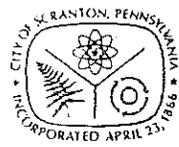
No. 2654 P. 1/1

Oct. 10. 2017 11:45AM



# City of Scranton Pennsylvania

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



Office of the City Controller  
and Bureau of Investigation

RECEIVED

OCT 11 2017

## MEMORANDUM

OFFICE OF CITY  
COUNCIL/CITY CLERK

TO: David Bulzoni  
Business Administrator

FROM: Roseann Novembrino *RM*  
City Controller

RE: Liquid Fuels

DATE: October 11, 2017

The following is a breakdown of the eligible salaries for the Liquid Fuels Account for the months of July, August, and September, 2017. Also included are salary details for the same period in the previous year.

	2017	2016
July	36,801.24	26,673.36
August	44,942.74	29,887.32
September	42,846.02	30,897.54
<b>TOTAL</b>	<b>124,590.00</b>	<b>87,458.22</b>
Prior Months	227,167.20	212,193.48
<b>TOTAL YEAR TO DATE</b>	<b>351,757.20</b>	<b>299,651.70</b>

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

# LIQUID FUELS FOR THE YEAR 2017

## ELIGIBLE SALARY EXPENSE FOR JULY 2017

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL	
					STD.	O. T.	SALARY	O. T.		
07-03-17	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21,4574	32,1861	171.66	
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21,7589	32,6384	174.07	
	07-05-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21,5734	32,3601	172.59
DESTEFANO		OPERATOR	BROOM		8		21,9591	32,9387	175.67	
RICHARDSON		MASTERCFT	BASIN REPAIR/CLEAN		8		21,2950	31,9425	170.36	
GIANNONE		CHAUFFEUR	BASIN REPAIR/CLEAN		8		21,4574	32,1861	171.66	
JAKES		CHAUFFEUR	POTHOLE REPAIR		8		21,4574	32,1861	171.66	
GENTILE		CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
POPE		CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
THOMAS, B.		CHAUFFEUR	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
TROIANIELLO		REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
LIPTAI		REPAIRMAN	POTHOLE REPAIR		8		21,5734	32,3601	172.59	
07-06-17	DESTEFANO	OPERATOR	BROOM		8		21,9591	32,9387	175.67	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21,2950	31,9425	170.36	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21,4574	32,1861	171.66	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21,4574	32,1861	171.66	
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
07-07-17	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
	PIERSON	REPAIRMAN	BASIN REPAIR/CLEAN		8		21,0633	31,5950	168.51	
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21,7589	32,6384	174.07	
	DESTEFANO	OPERATOR	BROOM		8		21,5734	32,3601	172.59	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21,9591	32,9387	175.67	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21,2950	31,9425	170.36	
	07-10-17	GIANNONE	CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36
		FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21,4574	32,1861	171.66
		JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21,4574	32,1861	171.66
WALSH, D.		CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
GENTILE		CHAUFFEUR	POTHOLE REPAIR		8		21,4574	32,1861	171.66	
POPE		CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
LIPTAI		REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
EVANS		REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
PIERSON		REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
07-11-17		DESTEFANO	OPERATOR	BROOM		8		21,5734	32,3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21,9591	32,9387	175.67	
	GIANNONE	CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21,4574	32,1861	171.66	
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21,2950	31,9425	170.36	
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21,0633	31,5950	168.51	
	07-12-17	DESTEFANO	OPERATOR	BROOM		8		21,5734	32,3601	172.59
		RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21,9591	32,9387	175.67
ROSS		MASTERCFT	BASIN REPAIR/CLEAN		8		21,9591	32,9387	175.67	
GIANNONE		CHAUFFEUR	BASIN REPAIR/CLEAN		8		21,2950	31,9425	171.66	

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O.T.	SALARY	O.T.	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	CARAMANNO	REPAIRMAN	POTHOLE REPAIR		8		21.3763	32.0645	171.01
	KEARNEY	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
07-13-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	KEARNEY	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	GUSE	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
07-14-17	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	THOMAS, B.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
07-17-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
07-18-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
07-19-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O.T.	SALARY	O.T.	
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
07-20-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	KEARNEY	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
07-21-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
07-24-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
07-25-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WILLIAMS, K.	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
07-26-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL	
					STD.	O.T.	SALARY	O.T.		
07-27-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07	
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
07-28-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07	
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
07-31-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07	
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
JULY 2017 TOTALS					HOURS		1,744	WAGES	36,801.24	

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

# LIQUID FUELS FOR THE YEAR 2017

## ELIGIBLE SALARY EXPENSE FOR AUGUST 2017

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL	
					STD.	O. T.	SALARY	O. T.		
08-01-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07	
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.7589	32.6384	174.07	
	08-02-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
		SPARROW	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
		PUGLIESE	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
DESTEFANO		OPERATOR	BROOM		8		21.5734	32.3601	172.59	
RICHARDSON		MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67	
ROSS		MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82	
GIANNONE		CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
JAKES		CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
WALSH, D.		CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
GENTILE		CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
WALSH, J.		REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
KEARNEY		REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67	
FENTON		REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67	
GUSE		REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67	
08-25-17	WILLIAMS, K.	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67	
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07	
	SPARROW	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07	
	PUGLIESE	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07	
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
	FORGIONE	CHAUFFEUR	PAVING CREW	SMITH PLACE	8		21.4574	32.1861	171.66	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
08-04-17	EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	BAUMAN	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.0633	31.5950	168.51	
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67	
	MARONI	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67	
	GUSE	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67	
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07	
	SPARROW	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07	
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59	
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
	FORGIONE	CHAUFFEUR	PAVING CREW	SMITH PLACE	8		21.4574	32.1861	171.66	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66		
LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51		
EVANS	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51		
WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51		

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O.T.	SALARY	O.T.	
08-07-17	GUSE	REPAIRMAN	PAVING CREW	SMITH PLACE	8		13.5833	20.3750	108.67
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	LIPTAI	REPAIRMAN	BASIN REPAIR/CLEAN		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	08-08-17	LEONARD	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384
SPARROW		OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
DESTEFANO		OPERATOR	BROOM		8		21.5734	32.3601	172.59
RICHARDSON		MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
ROSS		MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
GIANNONE		CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
JAKES		CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
WALSH, D.		CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
GENTILE		CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
POPE		CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
THOMAS, B.		CHAUFFEUR	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
LIPTAI		REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
WALSH, J.		REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
PIERSON		REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
08-09-17	WILLIAMS, K.	REPAIRMAN	PAVING CREW	SMITH PLACE	8		13.5833	20.3750	108.67
	SENSI	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
	MAY	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	WALSH, D.	CHAUFFEUR	PAVING CREW	SMITH PLACE	8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	PAVING CREW	SMITH PLACE	8		21.4574	32.1861	171.66
	TROIANIELLO	REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
	FENTON	REPAIRMAN	PAVING CREW	SMITH PLACE	8		13.5833	20.3750	108.67
	08-10-17	SENSI	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384
MAY		OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
LEONARD		OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
SPARROW		OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
DESTEFANO		OPERATOR	BROOM		8		21.5734	32.3601	172.59
ROSS		MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
FORGIONE		CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
JAKES		CHAUFFEUR	PAVING CREW	SMITH PLACE	8		21.4574	32.1861	171.66
WALSH, D.		CHAUFFEUR	PAVING CREW	SMITH PLACE	8		21.2950	31.9425	170.36
GENTILE		CHAUFFEUR	PAVING CREW	SMITH PLACE	8		21.4574	32.1861	171.66
THOMAS, B.		CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
TROIANIELLO		REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
LIPTAI		REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
WALSH, J.		REPAIRMAN	BASIN REPAIR/CLEAN		8		21.0633	31.5950	168.51
08-11-17	FENTON	REPAIRMAN	PAVING CREW	SMITH PLACE	8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	PAVING CREW	SMITH PLACE	8		13.5833	20.3750	108.67
	GUSE	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	SENSI	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O.T.	SALARY	O.T.	
	SPARROW	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	POPE	CHAUFFEUR	PAVING CREW	SMITH PLACE	8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	PAVING CREW	SMITH PLACE	8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
	FENTON	REPAIRMAN	PAVING CREW	SMITH PLACE	8		13.5833	20.3750	108.67
	GUSE	REPAIRMAN	PAVING CREW	SMITH PLACE	8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	PAVING CREW	SMITH PLACE	8		13.5833	20.3750	108.67
08-14-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
08-15-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	PAVING CREW	SMITH PLACE	8		21.4574	32.1861	171.66
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
	PIERSON	REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
08-16-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	PAVING CREW	SMITH PLACE	8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	PAVING CREW	SMITH PLACE	8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	PAVING CREW	SMITH PLACE	8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
08-17-17	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
08-18-17	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
08-21-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
08-22-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
08-23-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
08-24-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	GUSE	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
08-25-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	GUSE	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
08-28-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O.T.	SALARY	O.T.	
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
08-29-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	JAKES	CHAUFFEUR	MILLING CREW		8		21.4574	32.1861	171.66
08-30-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
08-31-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	PIERSON	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	CARAMANNO	REPAIRMAN	POTHOLE REPAIR		8		21.2950	31.9425	170.36
<b>AUGUST 2017 TOTALS</b>					<b>HOURS</b>		<b><u>2,176</u></b>	<b>WAGES</b>	<b><u>44,942.74</u></b>

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

# LIQUID FUELS FOR THE YEAR 2017

## ELIGIBLE SALARY EXPENSE FOR SEPTEMBER 2017

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL	
					STD.	O. T.	SALARY	O. T.		
09-01-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07	
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67	
	MARONI	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67	
	09-05-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
		SPARROW	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07
PUGLIESE		OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07	
DESTEFANO		OPERATOR	BROOM		8		21.5734	32.3601	172.59	
ROSS		MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82	
GIANNONE		CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
JAKES		CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
WALSH, D.		CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
GENTILE		CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
POPE		CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36	
TROIANIELLO		REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
LIPTAI		REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
FENTON		REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67	
09-06-17		MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
		LEONARD	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07	
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59	
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36	
	FORGIONE	CHAUFFEUR	MILLING CREW		8		21.4574	32.1861	171.66	
	09-07-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
		SPARROW	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07
		DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
		ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
		GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
		FORGIONE	CHAUFFEUR	MILLING CREW		8		21.4574	32.1861	171.66
		JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
		WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
		THOMAS, B.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
TROIANIELLO		REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
WALSH, J.		REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
PIERSON		REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
09-08-17		MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
		LEONARD	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
		SPARROW	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07	
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59	
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66	
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66	
	WALSH, D.	CHAUFFEUR	PAVING CREW		8		21.2950	31.9425	170.36	
	GENTILE	CHAUFFEUR	PAVING CREW		8		21.4574	32.1861	171.66	
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51	
	WALSH, J.	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51	
	FENTON	REPAIRMAN	PAVING CREW		8		13.5833	20.3750	108.67	

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	GUSE	REPAIRMAN	PAVING CREW		8		13.5833	20.3750	108.67
09-11-17	SENSI	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	MILLING CREW		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	PAVING CREW		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	PAVING CREW		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	PAVING CREW		8		21.2950	31.9425	170.36
	LIPTAI	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
0	FENTON	REPAIRMAN	PAVING CREW		8		13.5833	20.3750	108.67
09-12-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	PAVING CREW		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	PAVING CREW		8		21.4574	32.1861	171.66
	TROIANIELLO	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
09-13-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	PAVING CREW		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	PAVING CREW		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	PAVING CREW		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	PIERSON	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	KEARNEY	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	FENTON	REPAIRMAN	PAVING CREW		8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	WILLIAMS, K.	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
09-14-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	KEARNEY	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
					8		13.5833	20.3750	108.67
09-15-17	FENTON	REPAIRMAN	POTHOLE REPAIR		8		21.7589	32.6384	174.07
	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.5734	32.3601	172.59
	DESTEFANO	OPERATOR	BROOM		8		21.4774	32.2161	171.82
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		21.7589	32.6384	174.07
09-18-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	MILLING CREW		8		21.5734	32.3601	172.59
	DESTEFANO	OPERATOR	BROOM		8		21.9591	32.9387	175.67
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	FORGIONE	CHAUFFEUR	MILLING CREW		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		21.7589	32.6384	174.07
09-19-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	MILLING CREW		8		21.5734	32.3601	172.59
	DESTEFANO	OPERATOR	BROOM		8		21.9591	32.9387	175.67
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	FORGIONE	CHAUFFEUR	MILLING CREW		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		21.7589	32.6384	174.07
09-20-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	PAVING CREW		8		21.5734	32.3601	172.59
	DESTEFANO	OPERATOR	BROOM		8		21.9591	32.9387	175.67
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	THOMAS, B.	CHAUFFEUR	PAVING CREW		8		21.0633	31.5950	168.51
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	PIERSON	REPAIRMAN	PAVING CREW		8		13.5833	20.3750	108.67
	FENTON	REPAIRMAN	PAVING CREW		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		21.7589	32.6384	174.07
09-21-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	MILLING CREW		8		21.5734	32.3601	172.59
	DESTEFANO	OPERATOR	BROOM		8		21.9591	32.9387	175.67
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	FORGIONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	MILLING CREW		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	FENTON	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	GUSE	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	POTHOLE REPAIR		8		13.5833	20.3750	108.67
	GILROY, T.	REPAIRMAN	MILLING CREW		8		21.0633	31.5950	168.51
09-22-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	JAKES	CHAUFFEUR	PAVING CREW		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	PAVING CREW		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	PAVING CREW		8		21.4574	32.1861	171.66
	TROIANIELLO	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	FENTON	REPAIRMAN	PAVING CREW		8		13.5833	20.3750	108.67
	MARONI	REPAIRMAN	PAVING CREW		8		13.5833	20.3750	108.67
09-25-17	SENSI	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	PAVING CREW		8		21.2950	31.9425	170.36
	POPE	CHAUFFEUR	PAVING CREW		8		21.2950	31.9425	170.36
	LIPTAI	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	PAVING CREW		8		13.5833	20.3750	108.67
	TRUBIA	REPAIRMAN	PAVING CREW		8		21.7589	32.6384	174.07
09-26-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36
	FORGIONE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	MILLING CREW		8		21.2950	31.9425	170.36
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
09-28-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07
	PUGLIESE	OPERATOR	MILLING CREW		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	GIANNONE	CHAUFFEUR	BASIN REPAIR/CLEAN		8		21.2950	31.9425	170.36

DATE	NAME	POSITION	JOB WORKED	LOCATION	HOURS		RATE		TOTAL
					STD.	O. T.	SALARY	O. T.	
	FORGIONE	CHAUFFEUR	MILLING CREW		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	GENTILE	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	POPE	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	FENTON	REPAIRMAN	MILLING CREW		8		13.5833	20.3750	108.67
09-29-17	MAY	OPERATOR	BASIN REPAIR/CLEAN		8		21.7589	32.6384	174.07
	LEONARD	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	SPARROW	OPERATOR	PAVING CREW		8		21.7589	32.6384	174.07
	DESTEFANO	OPERATOR	BROOM		8		21.5734	32.3601	172.59
	RICHARDSON	MASTERCFT	BASIN REPAIR/CLEAN		8		21.9591	32.9387	175.67
	ROSS	MASTERCFT	BASIN REPAIR/CLEAN		8		21.4774	32.2161	171.82
	FORGIONE	CHAUFFEUR	MILLING CREW		8		21.4574	32.1861	171.66
	JAKES	CHAUFFEUR	POTHOLE REPAIR		8		21.4574	32.1861	171.66
	WALSH, D.	CHAUFFEUR	POTHOLE REPAIR		8		21.2950	31.9425	170.36
	TROIANIELLO	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	LIPTAI	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	WALSH, J.	REPAIRMAN	POTHOLE REPAIR		8		21.0633	31.5950	168.51
	BAUMAN	REPAIRMAN	PAVING CREW		8		21.0633	31.5950	168.51
	FENTON	REPAIRMAN	MILLING CREW		8		13.5833	20.3750	108.67
<b>SEPTEMBER 2017 TOTALS</b>					<b>HOURS</b>		<b><u>2,072</u></b>	<b>WAGES</b>	<b><u>42,846.02</u></b>

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

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

2017

**APPOINTMENT OF REV. REBECCA A. BARNES, 801 WHEELER AVENUE, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE OCTOBER 3, 2017. REV. REBECCA A. BARNES WILL BE REPLACING ROBERT JOHNS WHO RESIGNED ON SEPTEMBER 7, 2017. REV. BARNES WILL FILL THE UNEXPIRED TERM OF ROBERT JOHNS WHICH IS SCHEDULED TO EXPIRE ON AUGUST 24, 2018.**

WHEREAS, Robert Johns resigned from the Human Relations Commission effective September 7, 2017, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Rev. Rebecca A. Barnes as a member of the Human Relations Commission effective October 3, 2017. Rev. Barnes will fill the unexpired term of Robert Johns, who resigned September 7, 2017, and whose term is scheduled to expire August 24, 2018; and

WHEREAS, Rev. Rebecca A. Barnes has the requisite experience, education, and training necessary to serve as a member of the Human Relations Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Rev. Rebecca Barnes, 801 Wheeler Avenue, Scranton, Pennsylvania, 18510, is hereby appointed to the Human Relations Commission effective October 3, 2017. Rev. Rebecca A. Barnes will fill the unexpired term of Robert Johns, who resigned effective September 7, 2017 and whose term is scheduled to expire August 24, 2018.

**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.



OFFICE OF THE MAYOR

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

October 3, 2017

Honorable Council of the City of Scranton  
340 N. Washington Avenue  
Scranton, Pa. 18503

RE: Human Relations Commission Appointment

Dear Council Members:

Please be advised that I am appointing Rev. Rebecca A. Barnes, 801 Wheeler Avenue, Scranton, PA 18510, as a member of the Human Relations Commission effective October 3, 2017.

Rev. Barnes will be replacing Robert Johns who resigned on September 7, 2017. Rev. Barnes will fulfill the unexpired term of Mr. Johns which is scheduled to expire on August 24, 2018.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

William L. Courtright

CC: Jessica Eskra, Esq., City Solicitor  
David Bulzoni, Business Administrator  
Human Relations Commission  
Rev. Rebecca A. Barnes



# ST. LUKE'S CHURCH

232 WYOMING AVENUE  
SCRANTON, PENNSYLVANIA 18503-1464  
www.StLukesScranton.org  
E-Mail: StLukesScranton@verizon.net  
(570) 342-7654

September 21, 2017

The Honorable William L. Courtwright  
Mayor of Scranton  
340 N. Washington Ave.  
Scranton, PA 18503

RE: Human Relations Commission

Dear Mayor Courtwright:

I am honored to have been asked to serve on the Humans Relations Commission for the City of Scranton.

As a resident of the city of Scranton, and a native of Northeastern Pennsylvania, I value the rich history of our region and the diversity of peoples and cultures that has shaped its identity. As the city continues to grow and attract new people of varied traditions, cultures and family make up, new opportunities and challenges present themselves. As a member of the clergy, striving for justice and peace among all people and respecting the dignity of every human being is central component of my vocation. I believe though my experience and training I would be a valuable member of this commission, and I would be most honored to serve in this capacity.

Enclosed, please find a copy of my curriculum vitae for your consideration.

I thank you for this opportunity to be of service to our community.

Sincerely,

The Rev'd Rebecca A. Barnes, Priest-in-Charge  
St. Luke's Episcopal Church, Scranton

ATTACHMENTS: Curriculum Vitae

## Mary-Pat DeFlice

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**From:** robertjohns518@gmail.com  
**Sent:** Thursday, September 07, 2017 12:11 PM  
**To:** Mary-Pat DeFlice  
**Subject:** Re: Human Relations Commission Minutes and Training Date

<![endif]-->

Do to personal commitments I must resign from the human relations commission thank you Robert Johns

*Sent from my T-Mobile 4G LTE device*



DEPARTMENT OF LAW

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

October 5, 2017

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

RECEIVED

OCT - 5 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPOINTMENT OF REV. REBECCA A. BARNES, 801 WHEELER AVENUE, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE OCTOBER 3, 2017. REV. REBECCA A. BARNES WILL BE REPLACING ROBERT JOHNS WHO RESIGNED ON SEPTEMBER 7, 2017. REV. BARNES WILL FILL THE UNEXPIRED TERM OF ROBERT JOHNS WHICH IS SCHEDULED TO EXPIRE ON AUGUST 24, 2018.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Very truly yours,

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

JLE/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO.150.41 IN AN AMOUNT NOT TO EXCEED \$25,000.00 TO THE BHUTANESE CULTURAL FOUNDATION OF SCRANTON ASSOCIATION (BCFSA) TO ASSIST AN ELIGIBLE PROJECT.**

WHEREAS, The City of Scranton Office of Economic and Community Development has available Program, funds from Project No.150.41, from the City of Scranton's Business and Industry Loan/Grant Program which funds were transferred into this program from the Keystone Communities Enterprise Zone Program, to assist a business within the City of Scranton for the purpose of creating one new full time equivalent job for low to moderate income person; and

WHEREAS, The City of Scranton seeks to provide a Loan to Grant utilizing funds in Project No. 150.41, from the City of Scranton Business and Industry Loan/Grant Program in an amount not to exceed \$25,000.00 to be used for the purchase of Real Estate property for the operation of the Bhutanese Cultural Foundation's business to be located at 705 Pittston Avenue, Scranton, PA 18505, in order to develop said property for commercial uses, including the opening and operation of a Bhutanese Cultural Center at the project site.

WHEREAS, The Loan will convert to a Grant if the Bhutanese Cultural Foundation, fulfills the job creation requirements contained in the Loan to Grant Agreement.

WHEREAS, this loan furthers the plan to revitalize Scranton.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and other appropriate City Officials are hereby authorized to enter into a Loan to Grant Agreement substantially in the form attached as Exhibit "A", and other required documents as needed, and to disburse the loan funds from Project No. 150.41, City of Scranton Business and Industry Loan/Grant Program in an amount not to exceed \$25,000.00 to Bhutanese Cultural Foundation of Scranton Association, a Pennsylvania non-profit corporation with a principal place of business located at 705 Pittston Avenue, Scranton, PA 18505

**SECTION 1.** A disbursement of these funds is conditioned upon full execution of the attached Loan Agreement.

**SECTION 2.** 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 3.** This Resolution shall become effective immediately upon approval.

**SECTION 4.** 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.



September 28, 2017

Jessica Eskar, Esquire  
City Solicitor  
340 North Washington Avenue  
Scranton, Pennsylvania 18503

Re: Bhutanese Cultural Foundation of Scranton Association  
OECD / \$25,000.00  
Project # 150.41

Dear Atty. Eskar:

Attached please find the "Draft" Resolution along with copies of the loan documents to provide an Economic Development Loan to Grant to the (Bhutanese Cultural Foundation of Scranton Association) in the amount of \$25,000.00.

This office would appreciate your review of this Resolution in order for this to pass Council. If you have any questions regarding this project, please contact Tom Preambo at [Tpreambo@scrantonpa.gov](mailto:Tpreambo@scrantonpa.gov) or 570/348-4216.

Sincerely,

  
Linda B. Aebli  
Executive Director

lba/tp

cc: Mr. Tom Preambo, Deputy Director, OECD  
Atty. Sean Gallagher, Solicitor, OECD  
Chandra Sitaula-Sharma, President, BCFSA  
Tek Panday, Executive Director, BCFSA

**LOAN TO GRANT AGREEMENT  
UNDER  
KEYSTONE COMMUNITIES ENTERPRISE ZONE PROGRAM FUNDS  
OF THE CITY OF SCRANTON  
AND  
Bhutanese Cultural Foundation of Scranton Association  
(BCFSA)**

This Keystone Communities Enterprise Zone Program Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **The City of Scranton** (hereinafter referred to as the "**City**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 N. Washington Ave., Scranton, Pennsylvania 18503 and **Bhutanese Cultural Foundation of Scranton Association (BCFSA)**, with a place of business located at 705 Pittston Avenue, Scranton, Pennsylvania 18505. (hereinafter referred to as the "**Borrower**") and Chandra Sitaula-Sharma, President and Tek Panday, Executive Director (hereinafter referred to as "Guarantors") (Borrower City and Guarantors are sometimes referred to collectively herein as the "Parties").

**WITNESSETH**

**WHEREAS**, Borrower wishes to operate a business located in the City of Scranton; and

**WHEREAS**, the Borrower seeks to purchase and revitalize the property located at 705 Pittston Avenue, Scranton, PA 18505 (the "Property") for commercial uses (such Property also referred to herein as the "Project Site"); and

**WHEREAS**, the Borrower is seeking to borrow from the City \$25,000.00 (the "Loan") and to use the Loan for acquisition of the Property for the Project (as hereinafter defined) to assist with the purchase of the Property for commercial uses including the opening and operation of a Bhutanese Cultural Foundation Center at the Project Site and if the borrower fulfills the requirements of Section 6 hereof to have the Loan converted into a Grant; and

**WHEREAS**, The Bhutanese Cultural Foundation of Scranton Association (BCFSA), has made application to the City (the "Application") for a loan under the program known as the Scranton's Business & Industry Loan/Grant Program in the amount of \$25,000.00; and

**WHEREAS**, City herein agrees to provide financing under the Scranton's Business & Industry Loan/Grant Program by making a Loan to the Borrower in the amount of \$25,000.00 and, such funds are available from the Pennsylvania

Keystone Communities Enterprise Zone Program to provide such financing by borrowing, at 2.5% interest; and

**WHEREAS**, the parties wish to herein provide for terms and conditions of repayment of the Keystone Communities Enterprise Zone Program Funds and designate the uses to which the Funds may be applied.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound, do hereby mutually agree as follows:

#### LOAN TO GRANT

1. Keystone Communities Enterprise Zone Program Funds. City shall make the Loan to the Borrower(s) in the amount of \$25,000.00, which shall be advanced to them as in accordance with the terms and conditions set forth in the Application. Borrower(s) agree to adhere to all program guidelines and if this Agreement conflicts with those guidelines, the guidelines are the controlling document.

2. Interest on Keystone Communities Enterprise Zone Program Funds. If Borrower fulfills all of its obligations contained in Section 6 hereof within four (4) months of the Closing Date, then all accrued interest and principal shall be forgiven by the City and the Loan shall be converted to a Grant and Borrower shall have no further obligation to repay any funds to the City for the Loan.

3. Availability of Keystone Communities Enterprise Zone Program Funds. The City has, by Notice of Award of Grant, and passage of Resolution No. \_\_\_? on the \_\_\_ day of \_\_\_, 2017 approved making the Loan to the Borrower. Exhibit "A" attached

4. Terms for Repayment of the Keystone Communities Enterprise Zone Program Funds. The Loan shall be evidenced by the Borrower's note (the "Note"), dated as of Closing, in the principal amount of Twenty Five Thousand Dollars (\$25,000.00), containing the terms and conditions of payment set forth herein. In the event Borrower fails to satisfy the conditions in Section 6 hereof and the Loan is not converted to a Grant, then Four (4) Months after the Closing Date, the Borrower shall make its initial loan payment of Four Hundred and Forty Three dollars and Sixty Eight Cents (\$443.68), and thereafter on the same day of each subsequent month, for a total of Sixty (60) months, the Borrower shall pay Four Hundred and Forty Three dollars and Sixty Eight Cents (\$443.68) per month. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full by Borrower on or prior to Sixty Four (64) months after the execution of the Loan Agreement. There shall be no penalty for prepayment of the principal balance of the Loan.

5. Security. Repayment of the Keystone Communities Enterprise Zone Program Funds shall be secured by a security agreement providing for a third lien on all the property owned by the Borrower(s), (the "Security Agreement"), a Promissory Note executed by the Borrower(s), and a Personal Guaranty executed by the Borrower(s).

6. Conditions. Funding of the Keystone Communities Enterprise Zone Program will be subject to Borrowers fulfilling the following conditions to the satisfaction of the City:

(a) Execution of the Note and Loan Agreement;

(b) Creation of New Jobs: As an absolute condition of the Loan, Borrower agrees to create, within Four (4) months from the date of this Loan Agreement, at least One (1) NEW, full-time or full-time equivalent, permanent employee as a direct result of the project financed by the City Loan. The specific positions to be filled are described in the documents attached to this Loan Agreement (ATTACHMENT "A") by mutual consent between Borrowers and City. Borrower agrees to ensure that at least fifty-one (51%) percent of the positions described in the ATTACHMENT "A" will be held by and/or made available to low-and moderate income persons (24 CFR 570.208) as low-and moderate income persons as defined in 24 CFR 570.3.

Borrower agrees promptly to collect from its employees and potential employees the reasonable and necessary data and provide all necessary payroll records required by the City's Office of Economic and Community Development to monitor and verify compliance with the job creation requirement. Borrower shall turn such data over to City's Office of Economic and Community Development in a timely manner upon the request by City.

(c) Hiring Commitment Fulfillment. City shall consider Borrower to have fulfilled the hiring commitment if the Borrower reports quarterly, beginning with the date of this Loan agreement, to the City any new positions created within the Four (4) months from the time Closing Date and he Borrower has presented to City a sworn statement which itemizes the positions created.

(d) Penalties for Failure to Meet Hiring Commitments. If, by Four (4) months from the date of this Agreement, Borrower shall have failed to fulfill the job creation requirements described in this Section, City at its option may do any or all of the following:

(i) Declare the Borrower in default and demand a repayment of the principal amount of the City Loans equal to the balance outstanding on the City Loans within thirty (30) days from the date of demand;

(ii) Require Borrower to pay within thirty (30) days of demand to City any penalty or recapture levied upon City which originated in Borrower's failure to fulfill their hiring commitments. The amount to be repaid shall not exceed the original amount of the City Loan.

(e) Sustained Operations and Employment

Borrower, as a condition of this Loan to Grant must remain open for Business and remain Operational for a period of Thirty-Six consecutive months after the Closing. Open for Business and Operational shall mean Borrower shall be open for business at least 5 days per week, 8 hours per day, except time closed for vacation of one (1) week per calendar year or closure due to act of God, fire, or a taking by a Governmental authority.

The parties hereto acknowledge that funds cannot be disbursed until completion by the city of all requirements necessary for it to be legally capable of making the loan.

7. Covenants. The Borrowers covenant and agree with the City that so long as any portion of the Loan remains outstanding and unpaid the borrowers shall:

- (a) pay promptly when due all installments of interest at the times and in the manner specified in the Note executed in accordance with this Loan Agreement and pay all other sums of every nature and kind comprising part of the Loan in the manner and at the times required by this Agreement and the Note; including principal and interest when due.
- (b) keep, perform, and comply with all covenants, terms, and conditions of this Loan Agreement;
- (c) as applicable, maintain all the franchises, licenses, permits and other authorizations required for the ownership of (BCFSA), and any various or affiliated partnerships or corporations, and continuously operate its business in compliance with the same and in accordance and in compliance with all statutes, ordinances and regulations applicable to such operation;
- (d) maintain the business property and its other assets in good order and condition, make all repairs, replacements and renewals necessary for the proper maintenance and operation of the same, and permit authorized representatives of the City to inspect the

same at reasonable times in the presence of authorized representatives of the Borrowers, and upon providing reasonable prior notice to the borrowers;

- (e) maintain property insurance, public liability insurance, flood insurance (if necessary), and such other types of insurance that the City may reasonably require, with insurance companies satisfactory to the City and in such amounts and against such risks as are customarily insured by similar entities, all to the reasonable satisfaction of the City; keep all insurance in full force and effect and pay all premiums therefore and deliver copies of all policies and certificates to the City with the interest of the City in all insured property covered under a standard mortgagee clause or a loss payable clause, as appropriate, the policies in all cases to provide for not less than ten days prior written notice to the City of any intended cancellation;
- (f) act prudently and in accordance with customary industry standards in managing and operating its business and property;
- (g) pay promptly when due all real estate taxes, sewer rentals, and other municipal assessments, rentals, and charges of every nature and kind at any time levied and imposed on the Project, as well as all debts, obligations, and claims of every nature and kind which, if unpaid, might or could become lien or charge upon the property and business, unless the validity thereof is being contested in good faith by the borrower by appropriate proceedings diligently conducted to the reasonable satisfaction of the City and the borrowers liability is covered by escrows or reserves that the City shall reasonably deem adequate;
- (h) furnish to the City, within one hundred twenty (120) days after the end of each fiscal year, financial statements of the borrowers prepared at a minimum, on a review basis, by certified public accountants acceptable to the City, certified to be correct;
- (i) furnish all additional information with respect to the borrower that the City may from time to time reasonably request. The borrowers hereby authorizes all duly constituted federal, state and municipal authorities to furnish to the City copies of audit reports of the borrowers made by any of them;
- (j) promptly give written notice to the City of any damage to the Property or any of its other assets or equipment as well as written notice of the revocation or termination of any franchise, license, permit or other authorization required for the operation of its

business or property or any other event, including litigation or other proceedings commenced or threatened, which might or could have a material adverse effect on The borrowers' financial condition or on the operation of The borrowers' business including any event which, after the passage of time or the giving of notice or both, would constitute an event of default under this Loan Agreement;

- (k) perform in a timely manner all of its covenants, obligations and agreements under each contract, lease, mortgage, deed of trust or other encumbrance or agreement relating to any asset owned by it; and
- (1) comply with all applicable provisions of the Keystone Communities Enterprise Zone Program and any and all regulations, ordinances or laws governing this Loan Program.

8. Representations and Warranties. To induce the City to provide the financing described in this Loan Agreement, the borrowers hereby represents and warrants to the City that:

- (a) Bhutanese Cultural Foundation of Scranton Association, is a Pennsylvania non-profit corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania;
- (b) Bhutanese Cultural Foundation of Scranton Association, maintains their principal office at 705 Pittston Avenue, Scranton, PA 18505 and all books and records of the business pertaining to their financial condition and their operation are kept at such address;
- (c) the borrowers have the power and authority to own its assets and to carry on the activities contemplated by the Application;
- (d) the borrowers hold all franchises, licenses, permits and other authorizations of any nature and kind required for the ownership of its assets and the operation of its business, all of which are now in full force and effect;
- (e) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any provisions of Bhutanese Cultural Foundation of Scranton Association, limited operating agreement or books or any statute or regulation order, writ, injunction, decree, decision of any court or governmental agency binding upon it or conflict with or result in a

breach of any of the covenants, terms and conditions of any agreement or instrument to which the borrowers are a party or by which it is bound or to which it is subject, or constitute a default there under, a result in the creation or imposition of a lien, charge or encumbrance of any nature or kind upon any of the assets of the borrowers pursuant to the terms of any such agreement, instrument or otherwise;

- (f) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with all the covenants, terms and conditions thereof, has been duly authorized by proper action of the owners in conformity with its certificate of incorporation and bylaws and, when duly executed and delivered by the appropriate officers of the entity, will constitute valid and binding obligations of the entity enforceable in accordance with their respective terms if required, as well as individually and in partnership;
- (g) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any statute or regulation, or any order, decree, or decision of any court or governmental agency binding upon borrowers or conflict with or result in the breach of any of the covenants, terms, and conditions of any agreement or instrument to which the borrowers are a party or by which it is bound or to which it is subject, or constitute a default hereunder, or result in the creation of a lien, charge or encumbrance of any nature or kind upon any of the borrowers' assets pursuant to the terms of any such agreement or instrument;
- (h) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with all of the covenants, terms, and conditions thereof, will constitute valid and binding obligations of the borrowers, enforceable in accordance with their respective terms;
- (i) the borrowers have filed, and shall, as required, file in a timely manner, all federal, state and local tax returns and has paid, or shall pay, all taxes shown to be due thereon;
- (j) there is no material litigation or governmental proceeding pending or (to the knowledge of the borrowers) threatened against or affecting the borrowers or any of its assets of the operation of its business, which, if adversely determined, would have a material adverse effect on the financial condition of the borrowers;

- (k) the borrowers will not dispose of any hazardous waste at the Borrowers place of business and will not knowingly violate any environmental statutes, regulation or other restrictions;
- (l) there is no material fact that the borrowers has not disclosed to the City which could have a material adverse effect on the Borrowers place of business or the prospects or condition (financial or otherwise) of the Borrowers. No Certificate or statement delivered herewith or heretofore by the borrowers in connection with this Loan Agreement or the Application contains any untrue statement of material fact or omits to state any material facts necessary to keep the statements contained herein or therein from being misleading.
- (m) Books, Records, and Reports. The borrowers will at all times keep proper books of account in a manner satisfactory to the City and subject to accepted accounting practices. Borrower hereby authorizes City to make or cause to be made, at borrowers' expense and in such manner and at such times as City may require,
- (n) inspections and audits of any books, records and papers in the custody or control of borrowers or others, relating to borrowers' financial or business conditions, including the making of copies thereof and extracts there from, and (b) inspections and appraisals of any of borrowers' assets. Borrowers will furnish to City for the twelve (12) month period and semi-annually thereafter, financial and operating statements. Borrowers hereby authorizes all Federal, State and Municipal authorities to furnish reports of examinations, records, and other information relating to the conditions and affairs of borrowers and any desired information from reports, returns, files, and records of such authorities upon request therefore by City.
- (o) Borrowers shall not execute any contracts for management consulting services without prior approval of City.
- (p) Distributions and Compensation. Borrowers will not, without the prior written consent of City (a) declare or pay any dividend or make any distribution upon its capital stock, or purchase or retire any of its capital stock, or consolidate, or merge with any other company, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, or any company directly or indirectly controlling or affiliated with or controlled by borrowers, or any other company, or to any officer,

director or employee of borrowers or any such company (b) make any distribution of assets of the business of borrowers, other than reasonable compensation for services, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any of its employees, or to any company directly or indirectly controlling or affiliated with or controlled by borrowers, or any other company.

(q) Other Provisions:

- (1) Prior to disbursement City must have evidence that borrower is current on all Taxes and that a Repository Plan for the payment of future withholding taxes has been established.
- (2) Borrowers will not, without prior written consent of City, purchase any additional life insurance from the business income or assets.
- (3) City must agree that, in the event of a default by the borrowers, it will, if allowed by law, execute any right of set-off available to it.
- (4) Prior to disbursement, borrowers must provide to City a list of all fixtures and equipment now owned or to be purchased by Item, Model # and Serial #, as well as a general description of Fixtures and Equipment and number, by category, if required
- (5) Prior to the first disbursement, borrowers is to submit certification that it is currently and will remain in compliance with all environmental laws, rules and regulations concerning all phases and aspects of the operations of the business. Any subsequent failure to comply with said applicable environmental laws, rules and regulations will result in a default of the loan.

- (r) Change of Ownership: Borrowers must agree that this loan may be accelerated and payments called for by Holder if the borrowers, during the term of the loan, effects a change of ownership or control of the business without prior written approval of City.

The borrowers shall deliver to the City at Closing, an opinion of its counsel, in form acceptable to the City, as to good standing, authorization, incumbency of officers, the validity and enforceability of all documents, compliance with applicable laws and regulations, litigations, and, except as previously disclosed herein, compliance with all existing agreements and such other matters as the City may reasonably require.

9. Event of Default. An event of default under this Loan Agreement shall be deemed to have occurred if borrowers shall:

- (a) fail to pay any installment of interest or principal on the note when due or within five (5) days after receipt of written notice of the failure to pay;
- (b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within five (5) days of borrowers' receipt of notice from the City of such failure;
- (c) fail to keep, perform and comply with any of the other covenants, terms and conditions of this Loan Agreement within thirty (30) days of notice from the City, provided, however, if compliance cannot be performed within thirty (30) days, borrowers shall be permitted additional time to comply as agreed upon between the parties, so long as borrowers commences compliance and pursues it vigorously within the initial thirty (30) day period;
- (d) fail to pay any installment of interest or principal due on the \$25,000.00 loan from the City's Keystone Communities Enterprise Zone Program Fund; or
- (e) become insolvent or file or be named in any petition for relief under the Bankruptcy Code or Make any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the borrowers' properties and assets or apply for a consent to or suffer the appointment of a receiver or trustee.

10. Remedies. If an event of default as defined in Section 9 of this Loan Agreement shall occur, the City shall be entitled, upon ten (10) days prior written notice to borrowers, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and thereupon the City shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the City at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the City are cumulative and not exclusive of any rights and remedies which the City might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

11. Allowable Costs. Borrowers recognizes that City is obligated to examine all costs claimed by borrowers relating to the Project for the purpose of cost recovery to effectuate the long term goals of the Keystone Communities

Enterprise Zone Program Funds. Without limiting the general applicability of the foregoing, borrowers are notified that the following cost items, except as they may relate to allowable costs specifically contained in this Loan Agreement or the Application, generally shall not be considered eligible expenses:

- (a) Costs incurred prior to the notices of award of the grant by City;
- (b) Costs paid out prior to the execution of this Loan Agreement;
- (c) Interim interest paid on funds borrowed by borrowers in anticipation of disbursement of City's loans or other Project funds; or
- (d) The compensation of consultants and professional service providers.

12. Audit. Borrowers agree to participate actively if requested, and without compensation, in City's audits of the project and further agrees to fully and faithfully cooperate with the City in meeting any and all requirements of the Federal Government as per Paragraph twelve.

13. No Liability for Failure to Complete. Borrowers agree to include in all contracts with any party involving the use of Loan Funds an acknowledgment that City shall not be liable to any party for completion of, or the failure to complete, any activities which are part of the Project.

13A. The regulations for the DCED Program contained the laws of the Commonwealth of Pennsylvania.

13B. All requirements imposed by the City, DCED and any other Statutory or regulatory requirement in law or in equity as well as contractual, mortgage, note or otherwise.

14. (a) Court Expenses. Borrowers agree to pay reasonable attorney's fees, court costs and disbursements ordered by the court in the event City takes successful legal action to enforce City's rights under this Loan Agreement.

(b) Reimbursable Expenses. Borrower will, on demand, reimburse the City for any and all costs, fees and expenses including but not limited to underwriter's discounts, fiscal agency fees, and all other fees, expenses and costs of issuance which are incurred or which may be hereafter incurred by the City from time to time in connection with or by reason of borrowers' application for the making of and the administration of borrowers permanent financing stages of the Loan.

15. Recording Costs. Borrowers agree to pay all recording cost and filing fees related to the Loan, if any.

16. Hold Harmless Agreement. Borrowers will indemnify and defend City and hold it harmless from any claim against it involving or in any way arising out of its involvement with this Project, unless involving or in any way arising out of the willful misconduct of City, its agents or employees. In particular, but without limiting the general application of the foregoing, and pursuant to Section 13(b) above, borrowers will, within thirty (30) days of City's demand, pay any penalty or recapture levied upon City which originates in borrowers' failure to fulfill, or document the fulfillment of, its commitments stated in this Loan Agreement or the Application; provided, the aggregate amount paid to City pursuant to this Section 19 and Section 13 shall in no way exceed the original amount of the Loan plus any due or accrued and unpaid interest and any penalties which may or may not be assessed.

17. Exercise of Rights. No delay or failure of the City in exercising any right or remedy under this Loan Agreement shall be deemed a waiver of such right or remedy or affect or impair the future exercise of such right or remedy and no modification or waiver by the City of any covenant or condition of this Loan Agreement or waiver by the City of any default hereunder shall be effective for any purpose unless contained in writing signed by the City and then only to the extent specifically set forth in such writing.

18. Notices and Demands. All notices or demands required by the provisions of this Loan Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed to the party to receive notice or demand at the address stated in the introductory portion of this Loan Agreement, or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

19. Consent to Jurisdiction. The borrowers irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking, and irrevocably agrees to service of process by Certified Mail, Return Receipt Requested to the address of the borrowers set forth herein. The borrowers hereby waives and shall not interpose any objections of forum non conveniens, or to venue and waives any right to remove any proceeding commenced in a state court to a federal court, and consent to any and all relief ordered by such court.

20. Severability. The invalidity of any one or more sections of this Loan Agreement or any portion thereof shall not be deemed to affect or impair the validity and enforceability of the remainder.

21. Assignment: Binding Effect. All covenants, terms and provisions of this Loan Agreement shall inure to the benefit of and extend to and bind the successors and assigns of the City, provided that the borrowers shall not have the right to assign this Loan Agreement or any rights hereunder to any other person or entity, unless the borrowers' business and property is sold to a purchaser acceptable to the City.

22. Entire Agreement. It is understood and agreed by the parties hereto that this Loan Agreement shall constitute the only agreement between them relative to this Loan, and that no oral statement or no prior written matter extrinsic to this instrument shall have any force or effect. This Loan Agreement shall not be modified except by writing, subscribed by both parties.

23. Honorable Agreement. This is an honorable Agreement intended to achieve the recited purposes. This Agreement is to be constructed and applied liberally to achieve those purposes and is not to be defeated by resorting to technical defenses or objections to price computation or any other matter affecting its operation.

24. Waiver of Breach. The waiver by the City of a breach of any provision of this Agreement by the borrowers shall not operate nor be construed as a waiver of any subsequent breach by the borrowers.

25. Counterparts. This agreement may be executed in Six (6) or more counterparts, each of which shall be deemed an original and together constitute one and the same agreement.

26. Survivorship Clause. Borrowers and City acknowledge and agree certain obligations imposed upon them pursuant to the terms of this Loan Agreement, may survive the termination of this Agreement and be legally binding upon the parties hereto subsequent to the termination of this Agreement.

27. Interpretation. This Loan Agreement shall constitute a contract under the laws of the Commonwealth of Pennsylvania and shall for all purposes be construed in accordance with such laws. The headings of Sections in this Loan Agreement are for convenience of reference only, and shall not enlarge or restrict the rights of the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly caused this Loan Agreement to be duly executed.

City:

COUNTERSIGNED

CITY OF SCRANTON

BY: \_\_\_\_\_  
City Controller

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

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

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

BY: \_\_\_\_\_  
Executive Director OECD  
Office of Economic and  
Community Development

BY: \_\_\_\_\_  
City Clerk, attest to Mayor's signature

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

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Solicitor

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

Borrowers:

**Bhutanese Cultural Foundation of  
Scranton Association,**

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President,  
Chandra Sitaula-Sharma,

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

\_\_\_\_\_  
Executive Director,  
Tek Panday

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

**CDBG Commercial Industrial Revolving Loan Program**

**BORROWER:** Bhutanese Cultural Foundation of Scranton

Following is a summary of new, permanent jobs to be created and/or existing permanent jobs to be retained as a result of the KCEZ program funds assistance provided through this loan:

Job Title	Status		Is this job to be created or retained?	Will this job be held by and/or made available to low/mod persons?	Does this job require special skills or education?
	FT (number of positions)	PT (total hours per week)			
Interpreter-Educator	1		created	yes	yes

FT JOBS	1	
PT JOBS AS FTE		0
TOTAL JOBS	1	

**The jobs will be created within 4 months following the disbursement of loan funds**

You should complete a **Family Income Certification** form (sample attached) each time you fill a newly-created, permanent position. Employees should provide information about their family's gross annual income **prior** to being hired by you, so that you can maintain documentation about which of these positions are held by low/mod persons. You will be required to submit copies of these forms to OECD on a quarterly basis until the job creation requirement has been met; as stated in the terms of your loan agreement.

This activity has been processed & maintained by: Tom Preambo, OECD Deputy Director

## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** (hereinafter referred to as the "AGREEMENT") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **THE CITY OF SCRANTON**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 N. Washington Avenue, Scranton, Pennsylvania 18503, (hereinafter referred to as the "**CITY**")

-and-

**BHUTANESE CULTURAL FOUNDATION OF SCRANTON ASSOCIATION** a Pennsylvania non-profit corporation with a principal place of business located at 705 Pittston Avenue, Scranton, PA 18505 (hereinafter referred to as "**BORROWER**")

**WHEREAS**, BORROWER has certain Liabilities (as defined herein) to CITY under a certain Loan Agreement dated even date herewith; and,

**WHEREAS**, the CITY and BORROWER desire and intend to secure repayment of said Liabilities by BORROWER granting to CITY a **First** lien security interest in the Collateral (as defined herein); and,

**NOW, THEREFORE**, the Borrower hereto, intending to be legally bound hereby, agrees as follows:

1. **COLLATERAL** The word "Collateral" as used in this AGREEMENT means the following described property: all equipment of the BORROWER, whether now or hereafter existing, or now owned or hereafter acquired and the products and proceeds of any of the foregoing, including all proceeds, and all accessions thereto, direct or contingent and all accounts receivables.

In addition, the word "Collateral" also includes all of the following; whether now owned or hereafter acquired by BORROWER, whether now existing or hereafter arising, and wherever located;

(a) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral described herein, whether added now or later.

(b) All products and produce of any property described in this Collateral section.

(c) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

2. **GRANT OF SECURITY INTEREST** In consideration of, and as security for, the Liabilities of BORROWER to CITY described below, BORROWER grants CITY a Second priority security interest in all the Collateral, together with all present and future products of Collateral and all present and future proceeds of Collateral (including but not limited to all leases, rents, issues, profits, credits, rebates, refunds, increases, replacements of and additions and accessions to the Collateral and all cash and non-cash insurance proceeds). This right to proceeds does not, and shall not be interpreted to constitute authorization or consent by CITY to any disposition of any Collateral. This AGREEMENT and the security interest granted herein shall stand as general and continuing security for all Liabilities and may be retained by CITY until all Liabilities have been satisfied in full; provided, however, that this AGREEMENT shall not be rendered void by the fact that no Liabilities or commitment by CITY to make advances to BORROWER exists as of any particular date, but shall continue in full force and effect until the filing of a termination statement signed by CITY with respect to all the Collateral.

As additional security for the Liabilities, BORROWER conveys, assigns and grants a security interest to CITY in and to all present and future files, books, ledgers, records, bills, invoices, receipts, deeds, certificates or documents of ownership, warranties, bills of sale and all other data and data storage systems and media pertaining to any of the Collateral.

3. **LIABILITIES** The Collateral secures, and will secure, all Liabilities of BORROWER to CITY. Liabilities as used herein shall mean and include any past, present or future loans, notes, mortgages, bonds, advances, re-advances, substitutions, extensions, renewals, interest, late charges, penalties, costs, and fees of any and all types, whether primary, secondary, absolute or contingent, direct or indirect, joint several or independent, voluntary or involuntary, (including overdrafts), now or hereafter existing, due or to become due, or held or to be held by, CITY for its own account or as agent for another or others, whether created directly or acquired by negotiation, assignment or otherwise, and all instruments and documents evidencing any of the above and shall also include but not be limited to that certain Promissory Note, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, in the amount of **Twenty Five Thousand Dollars (\$25,000.00)** given by BORROWER to CITY.

4. **FUTURE ADVANCES** The Liabilities secured hereby include all future advances made at any time or times to or for the benefit of BORROWER, whether obligatory or optional, including all costs, expenses, court costs and reasonable attorneys' fees incurred in the collection of the Liabilities and/or the Collateral or the disposition of the Collateral, and any advances made at any time or times for the payment of taxes or insurance or the maintenance or repair of the Collateral, or for the establishment, maintenance or enforcement of CITY'S security interest therein.

5. **ADDITIONAL SECURITY** As additional Collateral to secure the Liabilities, BORROWER grants to CITY a first priority security interest in all of BORROWER'S present and future deposits or other monies due from CITY, instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, chooses in action, chattel paper, currency, property and the proceeds thereof, owned by BORROWER or in which BORROWER has an interest, now or hereafter in the possession or control of CITY or in transit by mail or carrier to or from CITY or in the possession of any other person acting in CITY'S behalf, without regard to whether CITY received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether CITY has conditionally released the same. The property described in this Paragraph 5 shall constitute part of the Collateral for all purposes under this AGREEMENT.

6. **OWNERSHIP; OTHER LIENS** BORROWER represents and warrants that BORROWER is or, as to Collateral to be acquired after the date hereof will be, the sole owner of the Collateral, and that this AGREEMENT creates a valid Second priority lien in and to all Collateral and that there are no liens and there will be no other liens, security interests, encumbrances or adverse claims by any person to any of the Collateral except the First lien for First National Community Bank. BORROWER covenants and agrees to keep the Collateral free from, defend it against, discharge and immediately notify CITY in writing of, any and all other liens, security interests or encumbrances, prior assignments, claims, set-offs or demands of all persons at any time claiming any Collateral or any interest therein.

7. **PURCHASE MONEY LOAN** BORROWER covenants and agrees that any Liabilities created for the purpose of enabling BORROWER to acquire rights in or use of any Collateral will be used solely for such purpose and for no other purpose, and authorizes CITY to disburse the proceeds of such purchase money loan directly to the seller.

8. **LOCATION, USE OF COLLATERAL** BORROWER represents and warrants that:

(a) Collateral is being and will be kept at BORROWER'S business address set forth in this AGREEMENT, and covenants and agrees not to remove the Collateral therefrom without CITY'S prior written consent.

(b) Collateral is being used and will be used exclusively for the purpose(s) indicated in this AGREEMENT and covenants and agrees not to change such use without CITY'S prior written consent.

9. **BORROWER'S IDENTITY, ADDRESS** BORROWER represents and warrants that its official name is accurately and completely set forth in this AGREEMENT and covenants and agrees that it will not change its name or its status indicated herein without CITY'S prior written consent.

BORROWER represents and warrants that the address set forth in this AGREEMENT is its principal business address, if BORROWER is engaged in business and covenants and agrees that it will not change such address or the other locations set forth herein or acquire additional addresses, without at least thirty (30) days' prior written notice to CITY setting forth the effective date of such change and such new address.

10. **MAINTENANCE, INSURANCE OF COLLATERAL** BORROWER, at its own expense, covenants and agrees to:

(a) properly maintain and care for the Collateral and protect and care for all Collateral covered by this AGREEMENT, all in accordance with the highest standards customary for businesses similar to BORROWER'S if BORROWER uses the Collateral in business operations;

(b) maintain such insurance covering the Collateral against fire, theft, vandalism and such other risks or hazards as CITY may require in such amounts and with such insurance companies as are satisfactory to CITY, which insurance shall protect CITY'S interest in the Collateral as secured lender under separate endorsement or clause not subject to any defenses which such insurance company may have against BORROWER;

(c) deliver to CITY, on demand, the contract(s) of insurance or furnish other proof of such insurance to CITY; and

(d) comply fully with, and refrain from any use of the Collateral in violation of, any requirements of any insurer of the collateral.

In the event of any loss, CITY, at its option, may (i) retain and apply all or any part of the insurance proceeds to reduce, in such order and amounts as CITY may elect, the unpaid balance of the Liabilities, or (ii) disburse all or any part of such insurance proceeds to or for the benefit of BORROWER for the purpose of repairing or replacing the Collateral after receiving proof satisfactory to CITY of such repair or replacement, in either case without waiving or impairing the Liabilities of any other provision of this AGREEMENT. BORROWER assigns to CITY any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay to CITY any amounts so due, and BORROWER appoints CITY its attorney-in-fact to endorse any draft or check which may be payable to BORROWER in order to collect any return or unearned premiums or the proceeds of such insurance.

11. **TAXES; COMPLIANCE** BORROWER covenants and agrees to pay, on or before the due date thereof, all federal, state and local taxes, assessments and other governmental charges of every nature which may be levied or assessed against the Collateral, and to comply fully with, and refrain from any use of the Collateral in violation of, any applicable statutes, regulations or ordinances.

12. **RIGHT TO REMEDY CERTAIN DEFAULTS** In the event BORROWER fails to maintain the Collateral, or pay any federal, state or local taxes, assessments or other governmental charges or claims, or fails to maintain insurance on the Collateral and pay all premiums for such insurance, or fails to make any necessary repairs or permits waste, CITY, at its election and without notice or demand to BORROWER, shall have the right, but not the obligation, to make any payment or expenditure with the right of subrogation thereunder, including but not limited to purchasing any lender's single interest to protect its security interest in the Collateral or its rights under this AGREEMENT, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, without prejudice to any of CITY'S rights or remedies available under this AGREEMENT or otherwise, at law or in equity. All such sums, as well as costs, advanced by CITY pursuant to this AGREEMENT, shall be secured by this AGREEMENT, and shall bear interest at the highest rate payable on any of the Liabilities from the date of payment by CITY until paid in full.

13. **DISPOSITION: PROCEEDS** Except as, and only to the extent expressly permitted in this Paragraph 13 or in Paragraph 15, BORROWER will not sell, assign, lease or otherwise dispose of, attempt or contract to sell, assign, lease or otherwise dispose of, any Collateral or any interest, right or privilege therein.

BORROWER covenants and agrees to deliver immediately to CITY, or such other person as CITY may designate, any instrument, document, or chattel paper arising out of or in connection with any Collateral. BORROWER further covenants and agrees not to use cash proceeds to purchase or otherwise acquire any interest whatsoever in any property not covered by this AGREEMENT without CITY'S prior written consent.

14. **NOTIFICATION OF ADVERSE EVENTS** BORROWER immediately will notify CITY in writing of any occurrence, event, circumstance or condition which affects or will affect the Collateral or the value thereof, BORROWER'S or CITY'S ability to dispose of the Collateral or CITY'S rights or remedies with regard thereto, including but not limited to the issuance or levy of any legal process against the Collateral or the adoption of any order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

BORROWER waives and releases all laws and rules of procedure now in force or hereafter enacted, relating to exemption from, or stay of execution and/or sale, and the opening and/or striking off any judgment. In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code (hereinafter referred to as the "Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any automatic stay imposed by Section 362 of the Code (or any successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided herein or as otherwise provided by law or equity. BORROWER agrees not to contest the validity or enforceability of this Section 14.

15. **CITY'S RIGHTS**

(a) BORROWER covenants and agrees that CITY may, at its option and at BORROWER'S expense, at any time and from time to time whether or not a Default has occurred:

(1) require BORROWER to segregate all cash proceeds so that they may be identified readily, and deliver the same to CITY at such time or times and in such manner and form as CITY may direct;

(2) require BORROWER to deliver to CITY, at such time or times and in such manner and form as CITY may direct, records, schedules and other documentation and data sufficient to show the

status, condition, value or location of, or any other information pertaining to, the Collateral;

(3) verify the Collateral, inspect BORROWER'S books and records and make copies thereof or extracts therefrom, and require BORROWER to furnish such witnesses as may be necessary to establish legal proof of the Collateral or such records;

(4) require, as a condition to its consent to any disposition of Collateral requiring CITY'S consent, that BORROWER pay or deliver or cause to be paid or delivered directly to CITY, or such other person as CITY may designate, the proceeds of such disposition, agree to increase the rate of interest payable in respect of any of the Liabilities, or comply with any other requirement of CITY;

(5) notify debtors or obligors of any Accounts or Chattel Paper, or any buyers or lessees of any of the Collateral or any other persons, of CITY'S interest in the Collateral and require such persons to deliver all proceeds to CITY or such other person as CITY may designate, at such time or times and in such manner and form as CITY may direct; and in connection therewith BORROWER irrevocably authorizes and appoints CITY its attorney-in-fact, with full power of substitution, to endorse or sign BORROWER'S name on all collections, checks, notes, drafts, receipts or other instruments or documents, take possession of and open the BORROWER'S mail and remove proceeds therefrom, and such account debtors, Obligors, buyers or lessees may accept the receipt of CITY in such circumstances as a full release and acquittance for any amount so paid;

(6) at reasonable times enter upon any property where any Collateral is located to examine the Collateral, such property and any buildings or improvements thereon, and use BORROWER'S equipment, machinery, office equipment and other facilities if CITY deems such use necessary or advisable to protect, preserve, maintain, process, develop or harvest any of the Collateral;

(7) prohibit BORROWER from attaching any Collateral to any land or building or other improvement thereon in any manner which might cause such Collateral to become a part thereof, and/or require BORROWER to obtain from any owner, encumbrancer or other person having an interest in the property where any Collateral is located, written consent to CITY'S removal of the Collateral therefrom, without liability on the part of CITY to such owner, encumbrancer or other person, or require BORROWER to obtain from any such owner, encumbrancer or other person such waivers of any interest in the Collateral as CITY may require;

(8) place or require BORROWER to place on any instrument, document or Chattel Paper, or upon BORROWER'S books, records, documents or other data relating to accounts or general intangibles, a notation or legend indicating CITY'S security interest therein;

(9) in BORROWER'S and/or CITY'S name (as CITY in its sole discretion may determine) demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue or dismiss, with or without prejudice, and suits or proceedings respecting any of the Collateral;

(10) prohibit BORROWER from granting any person rebate, refund, allowance or credit, or accepting from any person any return of any Collateral, without CITY'S prior written consent, which consent may be conditioned upon any requirement for payment or additional collateral from BORROWER as CITY, in its sole discretion, may determine;

(11) secure credit in the name of BORROWER or in the name of CITY, or pay, settle, or otherwise discharge any unpaid bills or charges for goods delivered or services rendered to or for the benefit of BORROWER, if CITY reasonably determines, in its sole discretion, that such action is necessary or advisable to protect, maintain or preserve the Collateral or CITY'S security interest therein;

(12) furnish to CITY, on demand or as soon as possible thereafter, such additional property as Collateral as CITY may from time to time require; or

(13) take any action which CITY may deem necessary or desirable in order to realize on any of the Collateral, including without limitation the power to perform any contract or to endorse in the name of BORROWER any checks, notes, drafts, receipts or other instruments or documents received in payment of or on account of, or constituting, any of the Collateral, BORROWER irrevocably appoints CITY its attorney-in-fact with full power of substitution for all or any such acts or purposes.

(b) the foregoing rights are cumulative and may be exercised by CITY singularly or in any combination at any time and from time to time, as often as CITY deems necessary or advisable.

16. **OTHER DOCUMENTS, ACTS** BORROWER covenants and agrees that it will, at any time or times and from time to time, at its own expense, execute and deliver or cause to be executed and delivered such security agreements, certificates, certificates of title, pledges,

assignments, financing statements, continuation financing statements, amendments, acknowledgements and other documents, and will perform or cause to be performed such other acts, as CITY may request in order to establish, preserve or maintain a valid and continuously perfected security interest in, or to determine the priority of, or terminate or enforce CITY'S security interest in, the Collateral, and pay all costs and expenses incurred in connection therewith. To the extent legally permissible, BORROWER irrevocably authorizes and appoints CITY as its attorney-in-fact with full power of substitution, to execute on BORROWER'S behalf and file at BORROWER'S expense a financing statement or statements, or alternatively, a copy of this AGREEMENT to perfect CITY'S security interest, or any amendment or amendments thereto, in those public offices deemed necessary or appropriate by CITY to establish, maintain and protect a continuously perfected security interest in the Collateral.

17. **DEFAULT** The occurrence of any one or more of the following shall constitute a Default under this AGREEMENT:

(a) non-payment of any of the Liabilities, or any portion thereof, when and in the manner due, whether by acceleration or otherwise;

(b) failure by BORROWER to observe or perform any covenant, agreement, condition or term of this AGREEMENT or failure by BORROWER to observe or perform any covenant, agreement, condition or term or any default under any other document, note, bond, mortgage or other writing between BORROWER and CITY;

(c) breach by BORROWER or any other Obligor (which term shall refer to any maker, co-maker, endorser, guarantor or surety of, or other person obligated under any statute for, any of the Liabilities) of any obligation or duty to CITY;

(d) any representation or warranty in any financial or other statement, schedule, certificate or other document of BORROWER or any other Obligor delivered to CITY by or on behalf of BORROWER or any other Obligor shall prove to be false, misleading or incomplete in any material respect;

(e) a material adverse change occurs in the financial condition of BORROWER or any other Obligor which is unacceptable to CITY in its sole discretion from the condition most recently disclosed to CITY in any manner;

(f) BORROWER or other Obligor dies, dissolves, liquidates, merges, reorganizes or ceases to conduct operations, or prepares or attempts to do any of the foregoing;

(g) a trustee or receiver is appointed for BORROWER or any other Obligor or for all or a substantial part of its or their property in any involuntary proceeding, or any court has taken jurisdiction of all or any substantial part of the property of BORROWER or other Obligor in any involuntary proceedings, or BORROWER or any other Obligor files a petition or answer not denying jurisdiction in Bankruptcy or under any similar law, state or federal, now or hereafter existing, or such a petition is filed against BORROWER or any other Obligor, or BORROWER or other Obligor becomes insolvent, howsoever evidenced, or makes an assignment for the benefit of creditors or admits in writing its or their inability to pay its or their debts generally as they become due, or fails within sixty (60) days to pay or bond or otherwise discharge any judgment or attachment which is unstayed on appeal, or if BORROWER or any other Obligor advertises a "going out of business" or liquidation sale, or holds or permits such a sale;

(h) BORROWER or any other Obligor expresses an intent to terminate or revoke responsibility for any of the Liabilities, or defaults under any other note, agreement, lease, indenture, mortgage or obligation incurred pursuant thereto, or a judgment is entered against BORROWER or any other Obligor evidencing either singly or in the aggregate a material obligation, the effect of which accelerates or entitles the holder thereof to accelerate any maturity thereof or results in the forfeiture by BORROWER or any other Obligor or its rights under any such note, agreement, lease, indenture or mortgage;

(i) any property of BORROWER or any other Obligor becomes the subject of any attachment, garnishment, levy or lien (unless expressly permitted in writing signed by CITY);

(j) any substantial part of the property of BORROWER or any other Obligor is taken or condemned by any governmental authority;

(k) BORROWER or any other Obligor assigns or otherwise transfers, or attempts to assign or transfer, any of its right, title and interest in any of the Collateral without the prior written consent of CITY;

(l) BORROWER or any other Obligor fails to furnish financial or other information as CITY may reasonably request;

(m) if there is any change in BORROWER'S or any other Obligor's officers, principal owners or partners as the case may be, which is unacceptable to CITY in its sole discretion; or

(n) CITY, in the reasonable and good faith exercise of its sole discretion deems itself or the Collateral unsecure for any reason whatsoever;

(o) the failure by BORROWER to strictly comply with any federal, state or local statute, regulation, rule, order, or other judicial or administrative order relating to the Collateral.

## 18. REMEDIES

(a) Upon the occurrence of one or more Defaults, CITY may exercise any one or more of the following remedies, which are cumulative and may be exercised singularly or in any combination at any time and from time to time as long as any Default continues, without notice or demand to BORROWER or any other Obligor except as expressly required under this AGREEMENT or any applicable provision of law which cannot be waived prior to Default:

(1) declare all or any part of the Liabilities, together with costs of collection, including attorney's fees of fifteen percent (15%) of the unpaid principal, immediately due and payable, as if the same had in the first instance been payable as such time, without requiring any recourse against any other person or property liable for or securing any of the Liabilities;

(2) exercise any right of set-off which CITY may have against BORROWER or any other Obligor;

(3) exercise all or any of the rights and remedies of a secured party under the Uniform Commercial Code or as creditor under any other applicable law;

(4) require BORROWER to assemble the Collateral and any records pertaining thereto and make them available to CITY at a time and place designated by CITY;

(5) enter the premises of BORROWER and take possession of the Collateral and any records pertaining thereto, and also take possession of all personal property located in or attached to the Collateral without liability to BORROWER and hold such property for BORROWER at BORROWER'S expense;

(6) use, operate, manage, lease, or otherwise control the Collateral in any lawful manner, collect and receive all rents, income, revenue, earnings, issues and profits therefrom and, in its sole discretion but without any obligation to do so, insure, maintain, repair, renovate, alter or remove the Collateral;

(7) grant extensions or compromise or settle claims for less than face value relative to the proceeds without prior notice to BORROWER or any other Obligor;

(8) use, in connection with any assembly, use or disposition of the Collateral, any trademark, trade name, trade style, copyright, brand, patent right, license or technical process used or utilized by BORROWER;

(9) take such actions as CITY may deem necessary or advisable to preserve, process, develop, maintain, protect, care for or insure the Collateral or any portion thereof, and BORROWER irrevocably appoints CITY as its attorney-in-fact to do all acts and things in connection therewith; or

(10) sell or otherwise dispose of all or any of the collateral at public or private sale at any time or times without advertisement or demand upon or notice to BORROWER or any other Obligor, all of which are expressly waived to the extent permitted by law, with the right of CITY or its nominee to become purchaser at any sale (unless prohibited by statute) free from any equity of redemption and from all other claims, and after deducting all legal and other expenses for maintaining or selling the Collateral and all attorney's fees, legal or other expenses for collection, sale and delivery, apply the remaining proceeds of any sale to pay (or hold as a reserve against) any of the Liabilities.

(b) except to the extent limited by non-waivable provision of statute, CITY shall not be liable to any person whatsoever, for, or in connection with, the exercise, method of exercise, delay or failure to exercise any of the remedies provided for herein, and BORROWER shall indemnify, and agrees to hold harmless and waives and releases CITY from any and all claims, liabilities, actions, costs, suits, demands, damages or losses, whatsoever occurring on account of or in connection with such exercise, method of exercise, delay or failure to exercise.

(c) In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code ("the Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any

automatic stay imposed by Section 362 of the Code (or any Successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided in this AGREEMENT, and any documents referred to in this AGREEMENT (as currently in effect, as might be modified, or otherwise) and as otherwise provided by law. BORROWER agrees not to contest the validity or enforceability of this Section 19(c).

19. **NOTICES AND DEMANDS.** All notices or demands required by the provisions of this Security Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed. If to the City:

Office of Economic and Community Development  
City of Scranton  
340 North Washington Avenue  
Scranton, PA 18503  
Attn.: Executive Director

If to the Borrower:

**Bhutanese Cultural Foundation of Scranton Association**  
**705 Pittston Avenue**  
**Scranton, PA 18505**  
**Attn: Chandra Sitaula-Sharma**

or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

20. **WAIVERS; INVALIDITY** No delay or failure by CITY in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by CITY of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy provided for in this AGREEMENT shall not preclude CITY from exercising or enforcing the same at any time or time thereafter.

If any provision of this AGREEMENT shall be held for any reason to be invalid, illegal or unenforceable in any respect, such impairment shall not affect any other provision hereof.

IT IS EXPRESSLY AGREED BY BORROWER AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY BORROWER OR

OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS AGREEMENT OR THE LIABILITIES, BORROWER FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

21. **EXPENSES** BORROWER agrees to pay or reimburse CITY, immediately upon demand at any time or times, for all expenses incurred to perfect, protect and maintain continuously perfected CITY'S security interest and the priority thereof, in the Collateral, or to preserve, process, develop, maintain, protect, care for or insure any Collateral, or in the taking, holding preparing for sale, lease or other disposition, selling, leasing or otherwise disposing of the Collateral, or any other action taken by CITY to enforce or exercise its rights or remedies under this AGREEMENT, including without limitation reasonable attorney's fees, filing fees, documentary recordation taxes, appraisal charges and storages costs. If CITY advances any sums for such purposes, BORROWER shall reimburse CITY therefore on demand, and such advance(s) shall bear interest at two percent (2%) per annum over the highest rate then payable on any of the Liabilities from the date(s) of such advance(s) and both the amount of such advance(s) and such interest shall constitute part of the Liabilities secured hereby.

22. **LEGAL EFFECT** This AGREEMENT binds and inures to the benefit of CITY, BORROWER, and their respective heirs, executors, administrators, representatives, successors and assigns.

23. **CONSTRUCTION** Whenever used in this AGREEMENT, unless the context clearly indicates a contrary intent:

(a) "BORROWER" shall mean each person (whether individual, corporation, partnership or unincorporated association) who executed this AGREEMENT, and any subsequent owner of the Collateral, and its or their respective heirs, executors, administrators, successors and assigns;

(b) "CITY" shall mean CITY of Scranton and its successors and assigns;

(c) the use of any gender shall include all genders;

(d) the singular shall include the plural, and the plural shall include the singular; and,

(e) if BORROWER is more than one person, all agreements, conditions, covenants and provisions of this AGREEMENT shall be joint and several undertaking of each of them and shall bind each of them as fully as though each of them were named specifically herein wherever "BORROWER" is used,

24. **AUTHORIZATION** BORROWER's execution, delivery, and performance of the AGREEMENT and all other related documents has been duly authorized by all necessary actions on the part of BORROWER, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute default under (1) any other agreements or other instruments binding upon BORROWER or (2) any law, governmental regulation, court decree, or other order applicable to BORROWER or to BORROWER'S properties. BORROWER has the power and authority to enter into this Agreement and to grant Collateral as security for the Liabilities. BORROWER has the further power and authority to own and to hold all of BORROWER'S assets and properties and to carry on BORROWER'S business as presently conducted.

25. **APPLICABLE LAW** This AGREEMENT shall be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania. All terms used herein shall have the meanings given to them by the Pennsylvania Uniform Commercial Code, to the extent not otherwise defined herein.

26. **ENTIRE AGREEMENT** This AGREEMENT and the documents executed and delivered pursuant hereto, constitute the entire agreement of the parties and may be amended only by writing signed by or on behalf of each party.

ATTEST:

BORROWER:

**Bhutanese Cultural Foundation of  
Scranton Association**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
President,  
Chandra Sitaula-Sharma

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

By: \_\_\_\_\_  
Tek Panday

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

**PROMISSORY NOTE**

\$25,000.00

Scranton, Pennsylvania  
\_\_\_\_\_, 2017

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned, **Bhutanese Cultural Foundation of Scranton Association**, (hereinafter called the "**Maker**"), a Pennsylvania non-profit corporation with a principal place of business located at 705 Pittston Avenue, Scranton, PA 18505, hereby promises to pay to the order of THE CITY OF SCRANTON (hereinafter called the "**Holder**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 North Washington Avenue, Scranton, Pennsylvania 18503, or its assignees, the sum of **Twenty Five Thousand Dollars (\$25,000.00)**, (the "Loan") payable together with interest thereon at the fixed rate of two and one half percent (2.5%) per annum as follows:

(1) Interest shall not accrue from \_\_\_\_\_, **2017** through \_\_\_\_\_, **2018**. In the event Maker satisfies all of the conditions of Section 4 of the Loan to Grant Agreement between Maker and Holder of even date herewith then Maker's obligations hereunder shall cease and Maker shall not have any further obligations to repay the Loan to Holder.

(2) Payments by Maker to Holder shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, **2018**, and on the \_\_\_\_\_ day of each and every month thereafter to and including the \_\_\_\_\_ day of \_\_\_\_\_, **2023** and shall be in monthly installments of principal and interest in the amount of **Four Hundred and Forty Three Dollars and Sixty Eight Cents (\$443.68)**.

(3) Upon the expiration of **Sixty Four (64)** months after the date hereof, the then unpaid balance of principal, interest, and charges collectible under the terms hereof shall be immediately due and payable.

(4) This Note evidences a loan (the "**Loan**") in the above amount made by the Holder to the Maker on this date, the proceeds of which will be advanced by the Holder to the Maker in the manner provided in a Loan to Grant Agreement (the "**Loan Agreement**") of this date between the Holder and the Maker for the purposes therein specified. Payment of this Note is secured by a security agreement (the "**Security Agreement**") of this date from the Maker to the Holder, and by, other security described in the Loan Agreement.

(5) The Maker hereby agrees to keep, perform, and comply with all covenants, terms, and conditions of this Note, the Loan Agreement, the Security Agreement, and all of the documents and instruments now and at any time hereafter delivered to and held by the Holder to evidence and secure the

Loan (herein collectively called the “**Loan Documents**”), which are incorporated by reference in and made a part of this Note.

(6) This Note shall also evidence all advances and expenditures that the Holder is authorized and permitted to make under the provisions of the Loan Documents, and all other sums of every nature and kind that at any time hereafter become due and owing by the Maker to the Holder under the Loan Documents, which shall be added to and become part of the principal amount evidenced by this Note and paid to the Holder, with interest, on the due date of the next installment, if not sooner due and payable under the provisions of the Loan Documents.

(7) Payments of principal on this Note shall be made in current funds on the day when due, without presentment, demand, protest, or notice of any kind, all of which are hereby waived. Payment shall be made at the office of the Holder herein designated or at such other place as the Holder may from time to time designate by written notice to the Maker, and shall be made in lawful money of the United States of America without set-off, counterclaim, or other deduction of any nature.

(8) The Holder shall have the right to impose a service charge equivalent to ten percent (10%) of the amount of any installment of principal not received within fifteen (15) days after the date the same becomes due, which shall be added to the principal balance and paid to the Holder on the due date of the next installment.

(9) EVENT OF DEFAULT. An event of default under this Promissory Note shall be deemed to have occurred if the Borrower shall:

a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;

b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower’s receipt of notice from the CITY of such failure; or

c.) fail to strictly and timely comply with all the job creation requirements described in Section 4 of the Loan to Grant Agreement of even date herewith; or

d) fail to keep, perform and comply with any of the other covenants, terms and conditions of the Loan to Grant Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or

e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or makes any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee; or

f) close its business for a period of two consecutive weeks or longer.

(10) REMEDIES. If an event of default as defined in Section 9 hereof shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

**(11) Confession of Judgment. This Promissory Note contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the Holder (as well as someone acting for holder) to appear for, and confess judgment(s) against Maker, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits Holder to execute upon the confessed judgment(s) which could have the effect of depriving Maker of its property without any prior notice or an opportunity to be heard. Maker hereby acknowledges that it has consulted with an attorney regarding the implications of these provisions and Maker understands that it is bargaining away several important legal rights. Accordingly, Maker hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that it may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.**

(a) CONFESSION OF JUDGMENT. MAKER COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MAKER, HOLDER MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST MAKER AND, FOR THOSE PURPOSES, MAKER HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) MAKER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR HOLDER (AS WELL AS SOMEONE ACTING FOR HOLDER) IN ANY AND ALL ACTIONS COMMENCED AGAINST MAKER FOR RECOVERY OF THE PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER AND TO APPEAR FOR MAKER, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST MAKER, FOR PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER, TOGETHER WITH INTEREST AT THE DEFAULT RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OF SUCH AMOUNTS AND SUMS; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST MAKER FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

(12) The Maker hereby waives the benefit of any present or future law or rule of procedure authorizing stay of execution on any judgment recovered on this Note, and the exemption of property from levy and sale there under, and any and all errors, defects, and imperfections whatsoever of a procedural nature in the entry of any judgment or in any process or proceedings thereon or relating to the same.

(13) Upon any negotiation, sale or assignment of this Note, the holder hereof may deliver same to the transferee or purchaser who shall thereupon become the holder hereunder and as such shall have and may exercise all powers, rights and options with respect to same and otherwise hereby given to the holder, or otherwise available to Holder pursuant to the terms and conditions of the Loan Agreement, and such former holder who thus negotiates, sells or

assigns this note shall thereafter be forever relieved and fully discharged from any liability or accountability with respect to same.

(14) If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not effect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(15) All of the foregoing agreements and obligations including, without limitation, the warrant of attorney to confess judgment, shall bind the Maker and its successors and assigns, and shall inure to the benefit of the Holder, its successors and assigns.

In Witness Whereof, the Maker has duly caused this Note to be duly executed by its duly authorized representative, the day and year first above written, intending to be legally bound.

Attest:

Bhutanese Cultural Foundation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
President  
Chandra Sitaula-Sharma

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

By: \_\_\_\_\_  
Executive Director  
Tek Panday

## G U A R A N T Y

Pursuant to this Guaranty dated the \_\_\_\_ day of \_\_\_\_\_, 2017 the undersigned, **Chandra Sitaula-Sharma**, ("GUARANTOR") 1024 River Street, Scranton, PA 18505, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the Bhutanese Cultural Foundation of Scranton Association, a Pennsylvania Non-Profit Corporation with a principal place of business located at 705 Pittston Avenue, Scranton, PA 18505 (hereinafter "BCFSA"), and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to BCFSA, in the amount of Twenty Five Thousand Dollars (\$25,000.00). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the BCFSA's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the BCFSA's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the BCFSA and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights

are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the BCFSA's liabilities to City including but not limited to notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the BCFSA's liabilities to City, of the amount, terms and conditions thereof, and of any defaults thereon. The undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the undersigned, any action of any nature whatsoever with respect to the BCFSA's liabilities to City and with respect to any rights against any persons or persons (including the BCFSA and any of the undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases, and the undersigned will remain fully liable hereunder notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any other of the undersigned not so released. The death or incapacity of any of the undersigned shall in no way affect the liability hereunder of any other of the undersigned. The undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder, including without limitation (a) all defenses whatsoever to the undersigned's liability hereunder except the defense of payments made on account of the BCFSA's liabilities to City and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a)

without requiring protest or notice of nonpayment or notice of default to the undersigned, to the BCFSA, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the BCFSA or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice than any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the BCFSA's liabilities to City or the liability of the undersigned hereunder.

If any of the BCFSA's liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the BCFSA's liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

**Confession of Judgment.** This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights

that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

**CONFESSION OF JUDGMENT.** GUARANTOR COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY ("BCFSA"), CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON BCFSA'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUAARANTOR, FOR PRINCIPAL AND INTEREST ON BCFSA'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OWED; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST GUARANTOR FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

\_\_\_\_\_  
**Chandra Sitaula-Sharma**

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

So long as the BCFSA's liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the BCFSA or out of the property of the BCFSA.

A subsequent Guaranty by the undersigned or any other guarantor of the BCFSA's liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the BCFSA's liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

IT IS EXPRESSLY AGREED BY THE GUARANTOR AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY THE GUARANTOR OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS GUARANTY THE GUARANTOR, JOINTLY AND/OR SEVERALLY FOR THE UNDERSIGNED, AND THE GUARANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.



## GUARANTY

Pursuant to this Guaranty dated the \_\_\_\_ day of \_\_\_\_\_, 2017 the undersigned, **Tek Panday**, ("GUARANTOR") 2259 Prospect Avenue, Scranton, PA 18505, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the Bhutanese Cultural Foundation of Scranton Association, a Pennsylvania Non-Profit Corporation with a principal place of business located at 705 Pittston Avenue, Scranton, PA 18505 (hereinafter "BCFSA"), and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to BCFSA, in the amount of Twenty Five Thousand Dollars (\$25,000.00). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the BCFSA's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the BCFSA's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the BCFSA and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights

are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the BCFSA's liabilities to City including but not limited to notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the BCFSA's liabilities to City, of the amount, terms and conditions thereof, and of any defaults thereon. The undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the undersigned, any action of any nature whatsoever with respect to the BCFSA's liabilities to City and with respect to any rights against any persons or persons (including the BCFSA and any of the undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases, and the undersigned will remain fully liable hereunder notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any other of the undersigned not so released. The death or incapacity of any of the undersigned shall in no way affect the liability hereunder of any other of the undersigned. The undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder, including without limitation (a) all defenses whatsoever to the undersigned's liability hereunder except the defense of payments made on account of the BCFSA's liabilities to City and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a)

without requiring protest or notice of nonpayment or notice of default to the undersigned, to the BCFSA, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the BCFSA or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice than any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the BCFSA's liabilities to City or the liability of the undersigned hereunder.

If any of the BCFSA's liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the BCFSA's liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

**Confession of Judgment.** This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights

that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

**CONFESSION OF JUDGMENT.** GUARANTOR COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY ("BCFSA"), CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON BCFSA'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUAARANTOR, FOR PRINCIPAL AND INTEREST ON BCFSA'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OWED; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST GUARANTOR FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

\_\_\_\_\_  
**Tek Panday**

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

So long as the BCFSA's liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the BCFSA or out of the property of the BCFSA.

A subsequent Guaranty by the undersigned or any other guarantor of the BCFSA's liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the BCFSA's liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

IT IS EXPRESSLY AGREED BY THE GUARANTOR AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY THE GUARANTOR OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS GUARANTY THE GUARANTOR, JOINTLY AND/OR SEVERALLY FOR THE UNDERSIGNED, AND THE GUARANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.





DEPARTMENT OF LAW

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

October 5, 2017

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

RECEIVED  
OCT - 5 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO. 150.41 IN AN AMOUNT NOT TO EXCEED \$25,000.00 TO THE BHUTANESE CULTURAL FOUNDATION OF SCRANTON ASSOCIATION (BCFSA) TO ASSIST AN ELIGIBLE PROJECT.

Respectfully,

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT FOR THE COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON ("CITY"), NDC, ABM AND TEAMSTERS LOCAL 229 ("THE UNION") IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT WITH AN EFFECTIVE DATE OF JANUARY 1, 2017, AND RATIFIED BY THE MEMBERSHIP.**

WHEREAS, pursuant to the provisions of the Pennsylvania Public Employee Relations Act ("Act 195"), the Scranton Parking Authority and the Union have collectively bargained concerning the terms and conditions of employment of for all regular full-time and part-time employees then employed by the Scranton Parking Authority represented by the Union for the period January 1, 2017, through December 31, 2020, and executed a Collective Bargaining Agreement; and

WHEREAS, the City, NDC, ABM, and the Union have collectively bargained concerning the terms and conditions of employment for all regular full-time and part-time employees represented by the Union; and

WHEREAS, the City, NDC, ABM, and the Union have reached a Settlement Agreement as to the terms and conditions of employment of all regular full-time and part-time employees represented by the Union for the calendar years commencing January 1, 2017, 2018, 2019, and 2020; a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, the City, NDC, ABM, and the Union intending to be legally bound agree to extend the term of the Collective Bargaining Agreement through December 31, 2020 and all terms and conditions of employment not modified by this Agreement shall remain "as is".

**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 the Agreement for the Collective Bargaining Agreement by and between the City of Scranton ("City"), NDC, ABM, and Teamsters Local 229 ("Union") attached hereto marked as Exhibit "A" and incorporated herein by reference thereto.

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

**TEAMSTERS LOCAL UNION 229 AGREEMENT FOR THE COLLECTIVE BARGAINING AGREEMENT COVERING EMPLOYEES OF THE CITY OF SCRANTON FORMERLY EMPLOYED BY THE SCRANTON PARKING AUTHORITY**

**Term** –

The term of the Agreement shall commence January 1, 2017 and continue through December 31, 2020.

**Wages** –

No later than twenty (20) days after execution of the Agreement, all current regular full-time and part-time employees of the City of Scranton shall receive a Market Adjustment to their hourly rate of an increase of .50¢ per hour retroactive to January 1, 2017.

Effective retroactive to January 1, 2017, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 3%.

Effective January 1, 2018, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 1.5%.

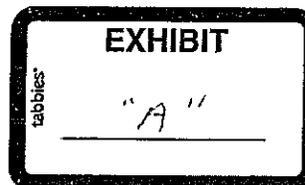
Effective July 1, 2018, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 1.5%.

Effective January 1, 2019, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 1.5%.

Effective July 1, 2019, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 1.5%.

Effective January 1, 2020, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 1.5%.

Effective July 1, 2020, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 1.5%.



**Healthcare -**

Effective on the 1<sup>st</sup> of month following execution of the Agreement, Healthcare contributions shall be deducted directly from employees pay checks issued by ABM as follows:

Single Coverage	\$12 / Weekly
Parent-Child Coverage	\$13.25 / Weekly
Parent-Children Coverage	\$14 / Weekly
Employee-Spouse Coverage	\$14.50 / Weekly
Family Coverage	\$15.75 / Weekly

Effective January 1, 2020, Healthcare contributions shall be deducted directly from employees pay checks issued by ABM as follows:

Single Coverage	\$24 / Weekly
Parent-Child Coverage	\$26.50 / Weekly
Parent-Children Coverage	\$28 / Weekly
Employee-Spouse Coverage	\$29 / Weekly
Family Coverage	\$31.50 / Weekly

**Union Dues Deductions -**

All union dues and initiation fees shall be deducted directly from employees pay checks issued by ABM.

**References to the Scranton Parking Authority -**

The parties agrees that all references to the Scranton Parking Authority or Authority shall be replaced with references to the City of Scranton and/or ABM.

**As Is -**

All other terms and conditions of employment contained in the Collective Bargaining Agreement shall remain "as is."

*Mark Knudsen VP/BA*  
TEAMSTERS LOCAL 229  
DATE: 09/29/2017

\_\_\_\_\_  
CITY OF SCRANTON  
DATE: \_\_\_\_\_



DEPARTMENT OF LAW

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

October 5, 2017

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

RECEIVED

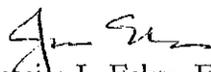
OCT - 5 2017

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 AN AGREEMENT FOR THE COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON ("CITY"), NDC, ABM AND TEAMSTERS LOCAL 229 ("THE UNION") IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT WITH AN EFFECTIVE DATE OF JANUARY 1, 2017, AND RATIFIED BY THE MEMBERSHIP.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MCCARTHY TIRE SERVICE TO PROVIDE NEW TIRES FOR CITY OWNED VEHICLES FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.**

WHEREAS, a request for Proposal was advertised to provide new tires for city owned vehicles; and three (3) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the Contract to McCarthy Tire Service for the reasons provided in the Memo attached hereto from the Director of the Department of Public Works.

**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 McCarthy Tire Service to provide new tires for city owned vehicles for the period January 1, 2018 through December 31, 2018.

**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 \_\_\_\_\_ 2017 effective from  
January 1, 2018 to December 31, 2018 by and between the City of Scranton, 340 North  
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

MCCARTHY TIRE SERVICE  
340 KIDDER STREET  
WILKES BARRE, PA 18702  
PHONE NO. (570) 822-3151

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 new tires for city owned vehicles. The Contractor hereby covenants, contracts and  
agrees to furnish Scranton with:

NEW TIRES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2018 THROUGH DECEMBER 31, 2018  
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 McCarthy Tire Service dated September 19,  
2017 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 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

\_\_\_\_\_  
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

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

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

APPROVED AS TO FORM:

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

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

MCCARTHY TIRE SERVICE

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

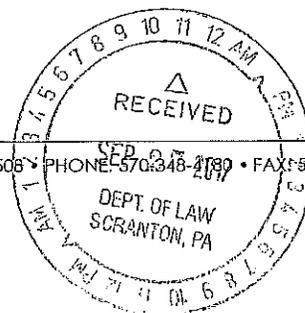
TITLE: \_\_\_\_\_

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



DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4189 • FAX: 570-348-0197



Date: September 25, 2017

Subject: City of Scranton  
Bids for New Tires

To: Jessica Eskra, Esquire  
City Solicitor

From: Dennis Gallagher *DC*  
Director Department of Public Works

This is to inform you that we intend to award a contract to McCarthy Tires for the subject material. This contract is for new tires from January 1, 2018 thru December 31, 2018. McCarthy Tires is the most responsible bidder.

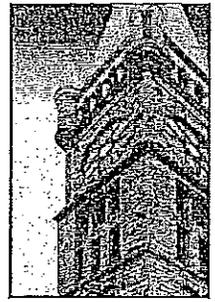
Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

Cc: Mayor William Courtright  
Mrs. Roseann Novembrino, City Controller  
Ms. Julie Reed, Purchasing Clerk

Department of Business Administration

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



SCRANTON

September 18, 2017

Mr. Dennis Gallagher  
DPW Director  
101 W. Poplar Street  
Scranton, Pa. 18508

Dear Mr. Gallagher,

This is to inform you that bids were opened Monday, September 18, 2017 in Council Chambers for New Tires for City Owned Vehicles for 1/1/18 thru 12/31/18. Attached is the copy of the bid submitted by the following companies:

**McCarthy Tire Service**  
**Steve Shannon Tire**  
**Good Year Tires**

After your review of the bid, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter

Sincerely,

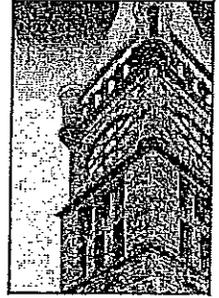
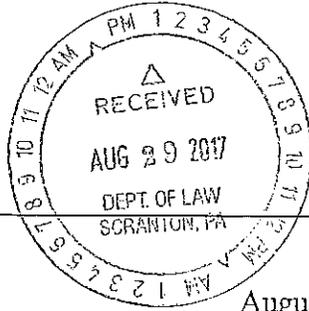
Julie Reed  
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller  
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

August 28, 2017

Mr. Dennis Gallagher  
Department of Public Works  
101 W. Poplar Street  
Scranton Pa, 18508

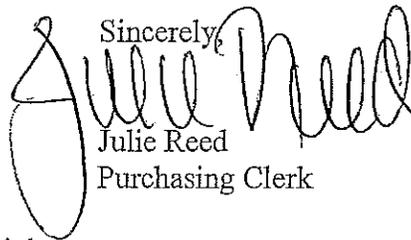
Dear Mr. Gallagher,

This is to inform you that bids will be opened in Council Chambers on Monday, September 18, 2017 at 10:00 A.M. for the following:

New Tires for City Owned Vehicles  
For The Period  
January 1, 2018 thru December 31, 2018  
AS PER SPECIFICATIONS

Attached, please find an Invitation to Bidders, Proposal Blank and Specifications.

Thank you for your cooperation in this matter.

Sincerely,  
  
Julie Reed  
Purchasing Clerk

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

CITY OF SCRANTON  
INVITATION TO BIDDER

SEPARATE SEALED BIDS WILL BE RECEIVED BY THE CITY OF SCRANTON OFFICE OF CITY CONTROLLER, IN CITY HALL, 340 NORTH WASHINGTON AVENUE, 2<sup>ND</sup> FLOOR, SCRANTON, PA., 18503 UNTIL MONDAY, SEPTEMBER 18, 2017 AT 10:00 A.M., AT WHICH TIME THEY WILL BE READ ALOUD IN CITY COUNCIL CHAMBERS, 2ND FLOOR, CITY HALL BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

NEW TIRES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2018 THRU DECEMBER 31, 2018  
AS PER SPECIFICATIONS

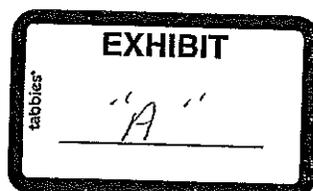
ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4<sup>TH</sup> FLOOR, MUNICIPAL BUILDING. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CASHIER'S CHECK, OR CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF \$ 500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. PROPOSALS MUST BE TYPEWRITTEN OR WRITTEN LEGIBLY IN BLACK INK. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITH TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$1,000.00 AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OF ANY BID SUBMITTED.

ENVELOPES CONTAINING BIDS MUST BE PLAINLY MARKED OUTSIDE SPECIFYING MATERIAL CONTAINED IN BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNA. 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

---

DAVID BULZONI  
BUSINESS ADMINISTRATOR



PROPOSAL BLANK

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

NEW TIRES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2018 THRU DECEMBER 31, 2018  
AS PER SPECIFICATIONS

SEE ATTACHED SPEC. SHEET  
PRICE PER TIRE

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ \_\_\_\_\_, AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ \_\_\_\_\_.

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES AS SPECIFIED ON THE BID SPECIFICATION SHEET.

\_\_\_\_\_  
PRINT/TYPE NAME OF BIDDER

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL  
PARTNERSHIP OR CORPORATION COMPANY NAME: \_\_\_\_\_

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

IF INCORPORATED, UNDER THE LAWS  
OF WHAT STATE? \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_

**NEW TIRES FOR CITY OWNED VEHICLES  
SPECIFICATIONS AND PRICE PER TIRE**

12R22.5 Radial Rib/Steer – 16 ply 21/32	\$ _____	PER TIRE
315/80R22.5 Radial Rib/Steer – 20 ply 21/32	\$ _____	PER TIRE
315/80R22.5 Radial/Rib/Drive – 20 ply 21/32	\$ _____	PER TIRE
385/65R22.5 Radial Rib Steer – 18 ply 20/32	\$ _____	PER TIRE
11R22.5 Radial Rib/Steer – 14 ply 19/32	\$ _____	PER TIRE
11R22.5 Radial Lug/Drive – 14 ply 26/32	\$ _____	PER TIRE
12R22.5 Lug Tires – 16 ply 28/32	\$ _____	PER TIRE
12.5/80 – 18 Backhoe Front	\$ _____	PER TIRE
19.5L – 24 Backhoe Rear	\$ _____	PER TIRE
20.5R – 25 Loader Radial 2 Star	\$ _____	PER TIRE
215/75R17.5 New Trailer	\$ _____	PER TIRE
950/16.5 Chippers	\$ _____	PER TIRE
10.00 – 16 SL Brush Hog Front	\$ _____	PER TIRE
18.4 – 34 Brush Hog Rear	\$ _____	PER TIRE
14.17 – 5 Backhoe Front	\$ _____	PER TIRE
16.9 – 28 Backhoe Rear	\$ _____	PER TIRE
225 – 70 19.5 Ford 550's & New Brooms	\$ _____	PER TIRE
12 – 16.5 Skid Steer Loader – 10 ply	\$ _____	PER TIRE
225/60R16 Radial All Seasons "T" Rated	\$ _____	PER TIRE
235 – 55 – 17 "T" Rated – Snow	\$ _____	PER TIRE
235 – 55 – 17 "T" Rated – All Seasons	\$ _____	PER TIRE
LT225/75R16 Radial M & S – 10 ply	\$ _____	PER TIRE
LT235/85R16 Radial M & S – 10 ply	\$ _____	PER TIRE
P235/75R15 Radial M & S SL	\$ _____	PER TIRE
LT245/75R16 Radial M & S 10 PR	\$ _____	PER TIRE
265/70R17 Radial M & S SL	\$ _____	PER TIRE
245/65R17 Radial M & S SL	\$ _____	PER TIRE
225/60R17 Radial "T" Rated – All Seasons	\$ _____	PER TIRE
245/65R17 Radial M & S SL	\$ _____	PER TIRE
425/65R22.5 Radial Steer 20 PR	\$ _____	PER TIRE
8 – 14.5 LPT 14 PR	\$ _____	PER TIRE
245/55R18 Speed Rated (at least V Rated)	\$ _____	PER TIRE

**ALL ROADSIDE SERVICE MUST BE ON A 24 HOUR A DAY, 365 DAYS A YEAR BASIS.**

**TIRES MUST BE AVAILABLE UPON DEMAND.**

**TIRES MUST BE EQUAL OR BETTER GRADE AS PER BID SPECIFICATIONS, (EXAMPLE – "T" RATED TIRE MUST BE "T" RATED TIRE).**

**\*\* DUE TO THE NUMEROUS TIRE SPEC'S, THE CONTRACT WILL BE AWARDED ON AN AVERAGE TO LOWEST MOST RESPONSIBLE BIDDER\*\***

## AFFIRMATIVE ACTION CERTIFICATION

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

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 or 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.

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. 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.

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 factor shall be considered in mitigation in determining appropriate sanctions.

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 that 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. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the 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.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

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

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

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does 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 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 certifications in his files.

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

DATE \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

NONCOLLUSION 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, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other 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.

NONCOLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED \_\_\_\_\_  
\_\_\_\_\_  
TITLE

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_\_  
Title

MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF SCRANTON  
INVITATION TO BIDDER

SEPARATE SEALED BIDS WILL BE RECEIVED BY THE CITY OF SCRANTON OFFICE OF CITY CONTROLLER, IN CITY HALL, 340 NORTH WASHINGTON AVENUE, 2<sup>ND</sup> FLOOR, SCRANTON, PA., 18503 UNTIL MONDAY, SEPTEMBER 18, 2017 AT 10:00 A.M., AT WHICH TIME THEY WILL BE READ ALOUD IN CITY COUNCIL CHAMBERS, 2ND FLOOR, CITY HALL BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

NEW TIRES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2018 THRU DECEMBER 31, 2018  
AS PER SPECIFICATIONS

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4<sup>TH</sup> FLOOR, MUNICIPAL BUILDING. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CASHIER'S CHECK, OR CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF \$ 500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. PROPOSALS MUST BE TYPEWRITTEN OR WRITTEN LEGIBLY IN BLACK INK. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITH TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$1,000.00 AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OF ANY BID SUBMITTED.

ENVELOPES CONTAINING BIDS MUST BE PLAINLY MARKED OUTSIDE SPECIFYING MATERIAL CONTAINED IN BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNA. 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

\_\_\_\_\_  
DAVID BULZONI  
BUSINESS ADMINISTRATOR



PROPOSAL BLANK

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

NEW TIRES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2018 THRU DECEMBER 31, 2018  
AS PER SPECIFICATIONS

SEE ATTACHED SPEC. SHEET  
PRICE PER TIRE

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ 500.00, AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ 1,000.00

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES AS SPECIFIED ON THE BID SPECIFICATION SHEET.

McCarthy Tire Service Company of PA, Inc  
PRINT/TYPE NAME OF BIDDER

DATE 9-14-2017

Thomas Blahney  
SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL PARTNERSHIP OR CORPORATION

COMPANY NAME: McCarthy Tire

CORPORATION

ADDRESS: 340 KINDER STREET

IF INCORPORATED, UNDER THE LAWS OF WHAT STATE?

WITKES-BARRE, PA 18702

PENNSYLVANIA

TELEPHONE NO: (570) 822-3151

**NEW TIRES FOR CITY OWNED VEHICLES  
SPECIFICATIONS AND PRICE PER TIRE**

12R22.5 Radial Rib/Steer - 16 ply 21/32	\$ 275.00	PER TIRE
315/80R22.5 Radial Rib/Steer - 20 ply 21/32	\$ 287-	PER TIRE
315/80R22.5 Radial/Rib/Drive - 20 ply 21/32	\$ 320-	PER TIRE
385/65R22.5 Radial Rib Steer - 18 ply 20/32	\$ 354-	PER TIRE
11R22.5 Radial Rib/Steer - 14 ply 19/32	\$ 212-	PER TIRE
11R22.5 Radial Lug/Drive - 14 ply 26/32	\$ 208-	PER TIRE
12R22.5 Lug Tires - 16 ply 28/32	\$ 297-	PER TIRE
12.5/80 - 18 Backhoe Front	\$ 174-	PER TIRE
19.5L - 24 Backhoe Rear	\$ 373-	PER TIRE
20.5R - 25 Loader Radial 2 Star	\$ 1180-	PER TIRE
215/75/R17.5 New Trailer	\$ 103-	PER TIRE
950/16.5 Chippers	\$ 103-	PER TIRE
10.00 - 16 SL Brush Hog Front	\$ 120-	PER TIRE
18.4 - 34 Brush Hog Rear	\$ 480-	PER TIRE
14.17 - 5 Backhoe Front	\$ 185-	PER TIRE
16.9 - 28 Backhoe Rear	\$ 390	PER TIRE
225 - 70 19.5 Ford 550's & New Brooms	\$ 110-	PER TIRE
12 - 16.5 Skid Steer Loader - 10 ply	\$ 107	PER TIRE
225/60R16 Radial All Seasons "T" Rated	\$ 52-	PER TIRE
235 - 55 - 17 "T" Rated - Snow	\$ 91-	PER TIRE
235 - 55 - 17 "T" Rated - All Seasons	\$ 68-	PER TIRE
LT225/75R16 Radial M & S - 10 ply	\$ 79-	PER TIRE
LT235/85R16 Radial M & S - 10 ply	\$ 89-	PER TIRE
P235/75R15 Radial M & S SL	\$ 61-	PER TIRE
LT245/75R16 Radial M & S 10 PR	\$ 84-	PER TIRE
265/70R17 Radial M & S SL	\$ 98-	PER TIRE
245/65R17 Radial M & S SL	\$ 73-	PER TIRE
225/60R17 Radial "T" Rated - All Seasons	\$ 62-	PER TIRE
245/65R17 Radial M & S SL	\$ 73-	PER TIRE
425/65R22.5 Radial Steer 20 PR	\$ 465-	PER TIRE
8 - 14.5 LPT 14 BR	\$ 45-	PER TIRE
245/55R18 Speed Rated (at least V Rated)	\$ 128	PER TIRE

**ALL ROADSIDE SERVICE MUST BE ON A 24 HOUR A DAY, 365 DAYS A YEAR BASIS.**

**TIRES MUST BE AVAILABLE UPON DEMAND.**

**TIRES MUST BE EQUAL OR BETTER GRADE AS PER BID SPECIFICATIONS, (EXAMPLE - "T RATED TIRE MUST BE "T" RATED TIRE).**

**\*\* DUE TO THE NUMEROUS TIRE SPEC'S, THE CONTRACT WILL BE AWARDED ON AN AVERAGE TO LOWEST MOST RESPONSIBLE BIDDER\*\***

*MCCARTHY TIRE SERVICE COMPANY of PA. 7  
112*

## AFFIRMATIVE ACTION CERTIFICATION

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

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 or 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.

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. 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.

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 factor shall be considered in mitigation in determining appropriate sanctions.

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 that 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. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the 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.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

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

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

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 9-14-2017

M'CARthy TIRE

(Name of Bidder)

By

Thomas Blahut

Title

Director of Government Contracts

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does 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 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 certifications in his files.

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

DATE 9-14-2017

MCCARTHY TIRE SERVICE COMPANY OF PA, I  
(Name of Bidder)

By Thomas Blashaw  
Title DIRECTOR OF GOVERNMENT CONTRACTS

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF PENNSYLVANIA  
COUNTY OF LACKAWANNA

Thomas Blaskiewicz being first duly sworn, deposes and says that

1. He is REPRESENTATIVE  
(Owner, partner, officer, ~~representative~~ or agent) of MCCARTHY TIRE, 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, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other 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.

NONCOLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED

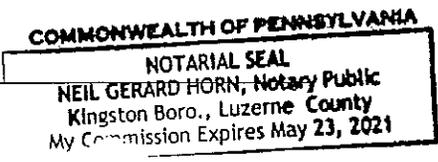
Thomas Blaskiewicz  
Director - Government Contracts

TITLE

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 15th DAY OF September

[Signature]  
Title

MY COMMISSION EXPIRES





DEPARTMENT OF LAW

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

September 28, 2017

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

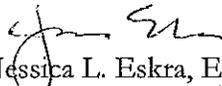
RECEIVED  
SEP 28 2017

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 MCCARTHY TIRE SERVICE TO PROVIDE NEW TIRES FOR CITY OWNED VEHICLES FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH DENAPLES TOWING, INC. TO PROVIDE TOWING SERVICES FOR CITY OWNED VEHICLES FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.**

WHEREAS, a request for Proposal was advertised to provide towing services for city owned vehicles; 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 DeNaples Towing, Inc. for the reasons provided in the Memo attached hereto from the Director of the Department of Public Works..

**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 DeNaples Towing, Inc. to provide towing services for city owned vehicles for the period January 1, 2018 through December 31, 2018.

**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 \_\_\_\_\_ 2017 effective from  
January 1, 2018 to December 31, 2018 by and between the City of Scranton, 340 North  
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

DENAPLES TOWING, INC.  
400 MILL STREET  
DUNMORE, PA 18512  
PHONE NO. (570) 346-7673

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 towing services for city owned vehicles. The Contractor hereby covenants, contracts  
and agrees to furnish Scranton with:

TOWING SERVICES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2018 THROUGH DECEMBER 31, 2018  
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 DeNaples Towing Inc. dated August 28, 2017 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 date;
- (b) The coverage required and the limits on each, including the amount of

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

\_\_\_\_\_  
DIRECTOR, DEPARTMENT OF PUBLIC  
WORKS

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

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

APPROVED AS TO FORM:

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

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

DENAPLES TOWING INC.

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

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

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

- 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

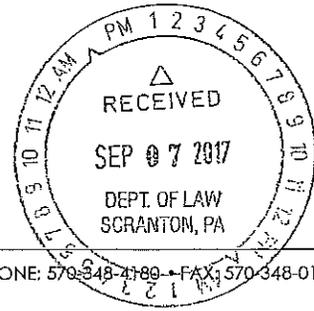
This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or 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



DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4189 • FAX: 570-348-0197



DATE: September 5, 2017

SUBJECT: City of Scranton  
Towing Services

TO: Jessica Eskra, Esquire  
City Solicitor

FROM: Dennis Gallagher *DC*  
Director Department of Public Works

This is to inform you that we intend to award a contract to DeNaples Auto Parts. This contract is for Towing Services for January 1, 2018 to December 31, 2018. DeNaples Auto Parts was the lowest, most responsible bidder.

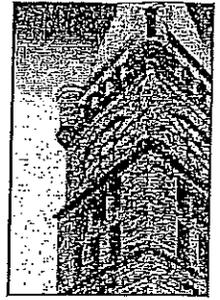
Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

Cc: Mayor William Courtright  
Mrs. Roseann Novembrino, City Controller  
Ms. Julie Reed, Purchasing Clerk

Department of Business Administration

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



SCRANTON

August 30, 2017

Mr. Dennis Gallagher  
Director of Public Works  
101 W. Poplar Street  
Scranton, Pa. 18508



Dear Mr. Gallagher,

This is to inform you that bids were opened Wednesday, August 30, 2017 in City Council Chambers for the City of Scranton Towing Services For City Owned Vehicles for the Period of January 1, 2018 thru December 31, 2018

Attached are the copies of the bids submitted by the following companies:

**Keyser Valley Auto Wreckers, Inc.**  
**DeNaples Auto Parts**

After your review of the bids, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter

Sincerely,

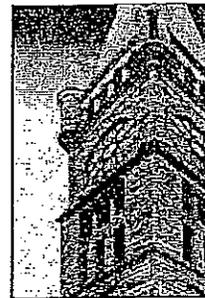
Julie Reed  
Purchasing Clerk

Encls.

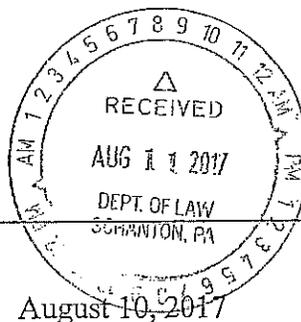
CC: Mrs. Roseann Novembrino, City Controller  
Mrs. Lori Reed, City Clerk  
✓ Mrs. Jessica Eskra, City Solicitor  
File

Department of Business Administration

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



SCRANTON



Mr. Dennis Gallagher  
Department of Public Works  
101 W. Poplar Street  
Scranton Pa, 18508

Dear Mr. Gallagher,

This is to inform you that bids will be opened in Council Chambers on Wednesday, August 30, 2017 at 10:00 A.M. for the following:

Towing Services  
For City Owned Vehicles  
For The Period  
January 1, 2018 thru December 31, 2018  
AS PER SPECIFICATIONS

Attached, please find an Invitation to Bidders, Proposal Blank and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,  
Purchasing Clerk

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

CITY OF SCRANTON  
INVITATION TO BIDDERS

SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER, AT HER OFFICE, 2<sup>ND</sup> FLOOR, MUNICIPAL BUILDING, UNTIL WEDNESDAY, AUGUST 30, 2017 AT 10:00 A.M., AT WHICH TIME THEY WILL BE OPENED AND READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

CITY OF SCRANTON  
TOWING SERVICES FOR  
CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2018 THRU DECEMBER 31, 2018  
AS PER SPECIFICATIONS

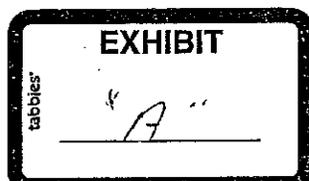
ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4<sup>TH</sup> FLOOR, MUNICIPAL BUILDING. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF \$5,000.00 AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED.

THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$ 50,000.00 OF THE CONTRACT PRICE AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID SUBMITTED.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED ON THE OUTSIDE SPECIFYING WORK CONTAINED IN THE BID, AND WILL BE DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, 2<sup>ND</sup> FLOOR, MUNICIPAL BUILDING, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA 18503 SO AS TO ARRIVE PRIOR TO THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI  
BUSINESS ADMINISTRATOR



PROPOSAL BLANK

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

TOWING SERVICES FOR ALL DEPARTMENTS OF THE CITY OF SCRANTON  
PLEASE FILL IN PRICES ON ATTACHED SPECIFICATION SHEET.  
FOR THE PERIOD JANUARY 1, 2018 THRU DECEMBER 31, 2018  
AS PER SPECIFICATIONS

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ \_\_\_\_\_, AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ \_\_\_\_\_.

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN \_\_\_\_\_ OF THE AWARDING OF THE CONTRACT.

\_\_\_\_\_  
PRINT/TYPE NAME OF BIDDER

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL  
PARTNERSHIP OR CORPORATION COMPANY NAME: \_\_\_\_\_

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

IF INCORPORATED, UNDER THE LAWS  
OF WHAT STATE? \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS  
SPECIFICATIONS  
FOR  
TOWING SERVICES

SUCCESSFUL BIDDER MUST HAVE THE FOLLOWING:

- A) SEVEN (7) DAY A WEEK, 24 HOUR A DAY SERVICE.
- B) ABILITY TO HANDLE MORE THAN ONE TOW AT A TIME.
- C) SUFFICIENT EQUIPMENT TO TOW OR WINCH.

- 1. LIGHT TRUCKS AND CARS \$ \_\_\_\_\_ PER TOW
- 2. MEDIUM DUTY TRUCKS \$ \_\_\_\_\_ PER TOW
- 3. HEAVY DUTY TRUCKS \$ \_\_\_\_\_ PER TOW
- 4. HEAVY EQUIPMENT \$ \_\_\_\_\_ PER TOW
- 5. ROLLBACK SERVICE FOR # 1 TO # 3 ABOVE \$ \_\_\_\_\_ PER TOW
  
- 6. LOW BOY TRAILERS FOR HEAVY EQUIPMENT PER HOUR \$ \_\_\_\_\_

- D) A LOCK UP COMPOUND TO STORE AND ISOLATE VEHICLES THAT HAVE TO BE INSPECTED BY STATE AND LOCAL POLICE.
- E) CAPABILTY TO PULL AXELS, REMOVE OR BACK OFF BRAKE CANISTERS.
- F) CAPABILTY TO AIR UP AIR BRAKE SYSTEMS.
- G) CAPABILITIES TO REMOVE REFUSE FROM BROKEN DOWN GARBAGE TRUCKS.

THE SUCCESSFUL BIDDER MUST POST A FIFTY THOUSAND DOLLAR (\$50,000.00) SURETY BOND.

THE UNDERSIGNED GUARANTEES IF IT IS THE SUCCESSFUL BIDDER AND IS AWARDED THE CONTRACT, IT WILL PROVIDE THE CITY OF SCRANTON WITH LIABILITY INSURANCE IN THE AMOUNT OF \$300,000.00 BODILY INJURY AND \$50,000.00 PROPERTY DAMAGE ON DATE OF SIGNING OF THE CONTRACT.

CONTRACT TO RUN FROM JANUARY 1, 2018 THRU DECEMBER 31, 2018.

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

\_\_\_\_\_  
SIGNATURE

## AFFIRMATIVE ACTION CERTIFICATION

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

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 or 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.

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. 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.

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 factor shall be considered in mitigation in determining appropriate sanctions.

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 that 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. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the 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.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

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

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

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does 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 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 certifications in his files.

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

DATE \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

NONCOLLUSION 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, firm or person to fix the  
price or prices in the attached Bid or of any other Bidder, or  
to fix any overhead, profit or cost element of the Bid price  
or the Bid price of any other 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.

NONCOLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED \_\_\_\_\_  
\_\_\_\_\_  
TITLE

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
Title

MY COMMISSION EXPIRES \_\_\_\_\_

PROPOSAL BLANK

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

TOWING SERVICES FOR ALL DEPARTMENTS OF THE CITY OF SCRANTON  
PLEASE FILL IN PRICES ON ATTACHED SPECIFICATION SHEET.  
FOR THE PERIOD JANUARY 1, 2018 THRU DECEMBER 31, 2018  
AS PER SPECIFICATIONS

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ 5000 AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ 50,000.

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN 10 OF THE AWARDING OF THE CONTRACT.

DENAPLES TOWING, Inc.  
PRINT/TYPE NAME OF BIDDER

DATE 8-28-17

[Signature]  
SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL PARTNERSHIP OR CORPORATION

CORPORATION

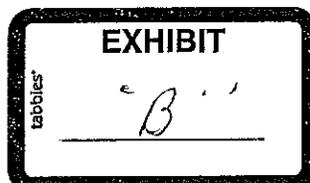
COMPANY NAME: DENAPLES TOWING, INC.

ADDRESS: 400 MILL STREET  
DUNMORE, PA 18512

IF INCORPORATED, UNDER THE LAWS OF WHAT STATE?

PA

TELEPHONE NO: 570-346-7673



DEPARTMENT OF PUBLIC WORKS  
SPECIFICATIONS  
FOR  
TOWING SERVICES

SUCCESSFUL BIDDER MUST HAVE THE FOLLOWING:

- A) SEVEN (7) DAY A WEEK, 24 HOUR A DAY SERVICE.
- B) ABILITY TO HANDLE MORE THAN ONE TOW AT A TIME.
- C) SUFFICIENT EQUIPMENT TO TOW OR WINCH.

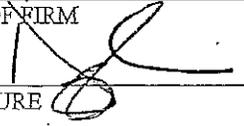
1. LIGHT TRUCKS AND CARS	\$ <u>80.-</u>	PER TOW
2. MEDIUM DUTY TRUCKS	\$ <u>161.-</u>	PER TOW
3. HEAVY DUTY TRUCKS	\$ <u>161.-</u>	PER TOW
4. HEAVY EQUIPMENT	\$ <u>161.-</u>	PER TOW
5. ROLLBACK SERVICE FOR # 1 TO # 3 ABOVE	\$ <u>80.-</u>	PER TOW
6. LOW BOY TRAILERS FOR HEAVY EQUIPMENT PER HOUR	\$ <u>161.-</u>	

- D) A LOCK UP COMPOUND TO STORE AND ISOLATE VEHICLES THAT HAVE TO BE INSPECTED BY STATE AND LOCAL POLICE.
- E) CAPABILITY TO PULL AXELS, REMOVE OR BACK OFF BRAKE CANISTERS.
- F) CAPABILITY TO AIR UP AIR BRAKE SYSTEMS.
- G) CAPABILITIES TO REMOVE REFUSE FROM BROKEN DOWN GARBAGE TRUCKS.

THE SUCCESSFUL BIDDER MUST POST A FIFTY THOUSAND DOLLAR (\$50,000.00) SURETY BOND.

THE UNDERSIGNED GUARANTEES IF IT IS THE SUCCESSFUL BIDDER AND IS AWARDED THE CONTRACT, IT WILL PROVIDE THE CITY OF SCRANTON WITH LIABILITY INSURANCE IN THE AMOUNT OF \$300,000.00 BODILY INJURY AND \$50,000.00 PROPERTY DAMAGE ON DATE OF SIGNING OF THE CONTRACT.

CONTRACT TO RUN FROM JANUARY 1, 2018 THRU DECEMBER 31, 2018.

DENALES TOWING Inc  
NAME OF FIRM  
  
SIGNATURE

## AFFIRMATIVE ACTION CERTIFICATION

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

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 or 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.

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. 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.

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 factor shall be considered in mitigation in determining appropriate sanctions.

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 that 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. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the 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.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

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

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

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 8-28-17

DENAPLES TOWING Inc.  
(Name of Bidder)

By Dominick Denaples

Title President

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does 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 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 certifications in his files.

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

DATE 8-28-17

DENAPLES TOWING Inc  
(Name of Bidder)

By Dominick Denaples  
Title President

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF

PA

COUNTY OF

LACKAWANNA

Dominick Denaples

being first duly sworn, deposes

and says that

1. He is

President

(Owner, partner, officer, representative or agent)

of Denaples Towing 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, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other 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.

NONCOLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED

*[Signature]*  
President

TITLE

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS

28TH

DAY OF

AUGUST

2017

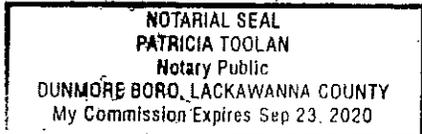
Notary - Patricia Toolan

Title

MY COMMISSION EXPIRES

SEPTEMBER 23, 2020

COMMONWEALTH OF PENNSYLVANIA



THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW.



CASHIER'S CHECK

3-0313  
0313

No. 21601

Date: August 14, 2017

Five Thousand and 00/100\*\*\*\*\*

DOLLARS

Amount \$ \*\*\*\*\*5,000.00

Pay to the Order of City of Scranton

\$5,000.00

*Handwritten signatures*  
Two signatures are present in the signature area. The first signature is written in blue ink and the second is in black ink. The text "Two Signatures Required on Amount Over \$5,000.00" is printed below the signatures.

Memo

⑈021601⑈ ⑆031303132⑆ 200000266⑈

SIGNATURE HAS A COLORED BACKGROUND. BORDER CONTAINS MICROPRINTING



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

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

September 28, 2017

RECEIVED  
SEP 28 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH DENAPLES TOWING, INC. TO PROVIDE TOWING SERVICES FOR CITY OWNED VEHICLES FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

Respectfully,

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH THE GOODYEAR TIRE AND RUBBER COMPANY TO PROVIDE RETREAD TIRES FOR CITY OWNED VEHICLES FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.**

WHEREAS, a request for Proposal was advertised to provide retread tires for city owned vehicles; and three (3) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the Contract to The Goodyear Tire and Rubber Company for the reasons provided in the Memo attached hereto from the Director of the Department of Public Works.

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 The Goodyear Tire and Rubber Company to provide retread tires for city owned vehicles for the period January 1, 2018 through December 31, 2018.

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 \_\_\_\_\_ 2017 effective from  
January 1, 2018 to December 31, 2018 by and between the City of Scranton, 340 North  
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

THE GOODYEAR TIRE & RUBBER COMPANY  
1167 N. WASHINGTON STREET  
WILKES-BARRE, PA 18705  
PHONE NO.(570) 822-2674

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 retread tires for city owned vehicles. The Contractor hereby covenants, contracts and  
agrees to furnish Scranton with:

RETREAD TIRES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2018 THRU DECEMBER 31, 2018  
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 The Goodyear Tire and Rubber Company dated  
September 14, 2017 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) with sub-rows for Bodily Injury, Property Damage, and Personal Injury, and Comprehensive Automobile Liability with sub-rows for 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 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

\_\_\_\_\_  
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

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

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

APPROVED AS TO FORM:

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

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

THE GOODYEAR TIRE & RUBBER COMPANY

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

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

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



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



Date: September 25, 2017

Subject: City of Scranton  
Bids for Retread Tires

To: Jessica Eskra, Esquire  
City Solicitor

From: Dennis Gallagher *DG*  
Director Department of Public Works

This is to inform you that we intend to award a contract to Good Year Tires for the subject material. This contract is for retread tires from January 1, 2018 thru December 31, 2018. Good Year Tires is the most responsible bidder.

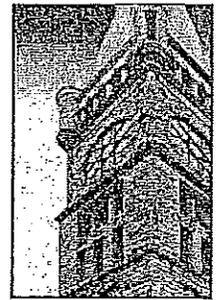
Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

Cc: Mayor William Courtright  
Mrs. Roseann Novembrino, City Controller  
Ms. Julie Reed, Purchasing Clerk

Department of Business Administration

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



SCRANTON

September 18, 2017

Mr. Dennis Gallagher  
DPW Director  
101 W. Poplar Street  
Scranton, Pa. 18508

Dear Mr. Gallagher,

This is to inform you that bids were opened Monday, September 18, 2017 in Council Chambers for Retread Tires for City Owned Vehicles for 1/1/18 thru 12/31/18. Attached is the copy of the bid submitted by the following companies:

**McCarthy Tire Service**  
**Steve Shannon Tire**  
**Good Year Tires**

After your review of the bid, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter

Sincerely,

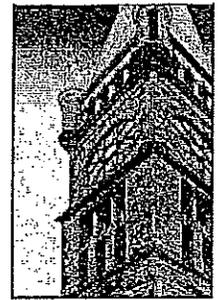
Julie Reed  
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller  
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

August 28, 2017

Mr. Dennis Gallagher  
Department of Public Works  
101 W. Poplar Street  
Scranton Pa, 18508

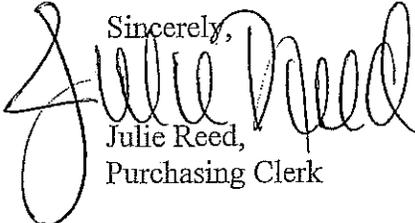
Dear Mr. Gallagher,

This is to inform you that bids will be opened in Council Chambers on Monday September 18, 2017 at 10:15 A.M. for the following:

Retread Tires for City Owned Vehicles  
For The Period  
January 1, 2018 thru December 31, 2018  
AS PER SPECIFICATIONS

Attached, please find an Invitation to Bidders, Proposal Blank and Specifications.

Thank you for your cooperation in this matter.

Sincerely,  
  
Julie Reed,  
Purchasing Clerk

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

CITY OF SCRANTON  
INVITATION TO BIDDER

SEPARATE SEALED BIDS WILL BE RECEIVED BY THE CITY OF SCRANTON OFFICE OF CITY CONTROLLER IN CITY HALL, 340 NORTH WASHINGTON AVENUE, 2<sup>ND</sup> FLOOR, SCRANTON, PA., 18503 UNTIL MONDAY, SEPTEMBER 18, 2017 AT 10:15 A.M. AT WHICH TIME THEY WILL BE READ ALOUD IN CITY COUNCIL CHAMBERS, 2<sup>ND</sup> FLOOR, CITY HALL BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

RETREAD TIRES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2018 THRU DECEMBER 31, 2018  
AS PER SPECIFICATIONS

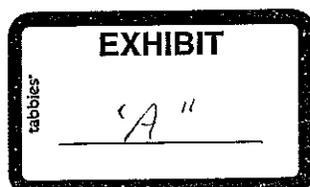
ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4<sup>TH</sup> FLOOR, MUNICIPAL BUILDING. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CASHIER'S CHECK, OR CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF \$ 500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. PROPOSALS MUST BE TYPEWRITTEN OR WRITTEN LEGIBLY IN BLACK INK. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITH TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$1,000.00 AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OF ANY BID SUBMITTED.

ENVELOPES CONTAINING BIDS MUST BE PLAINLY MARKED OUTSIDE SPECIFYING MATERIAL CONTAINED IN THE BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNA. 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

---

DAVID BULZONI  
BUSINESS ADMINISTRATOR



PROPOSAL BLANK

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

RETREAD TIRES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2018 THRU DECEMBER 31, 2018  
AS PER SPECIFICATIONS

SEE ATTACHED SPEC. SHEET  
PRICE PER TIRE

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ \_\_\_\_\_, AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ \_\_\_\_\_.

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES AS SPECIFIED ON THE BID SPECIFICATION SHEET.

\_\_\_\_\_  
PRINT/TYPE NAME OF BIDDER

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL  
PARTNERSHIP OR CORPORATION COMPANY NAME: \_\_\_\_\_

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

IF INCORPORATED, UNDER THE LAWS  
OF WHAT STATE? \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_

RETREAD TIRES FOR THE CITY OWNED VEHICLES:

SPECIFICATIONS & PRICE PER TIRE

11R22.5 Radial drive retread waste hauler lug tire – 26/32 tread. \$ \_\_\_\_\_ PER TIRE

11R22.5 Radial drive retread – 22/32 tread. \$ \_\_\_\_\_ PER TIRE

11R24.5 Radial drive retread – 26 /32 tread \$ \_\_\_\_\_ PER TIRE

**ALL ROADSIDE SERVICE MUST BE ON A 24 HOUR A DAY, 365 DAYS A YEAR BASIS.**

**TIRES MUST BE AVAILABLE UPON DEMAND.**

**TIRES MUST BE EQUAL OR BETTER GRADE AS PER BID SPECIFICATIONS.**

**\*\* DUE TO THE NUMEROUS TIRE SPEC'S, THE CONTRACT WILL BE AWARDED ON AN AVERAGE TO LOWEST MOST RESPONSIBLE BIDDER\*\***

## AFFIRMATIVE ACTION CERTIFICATION

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

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 or 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.

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. 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.

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 factor shall be considered in mitigation in determining appropriate sanctions.

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 that 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. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the 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.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

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

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

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does 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 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 certifications in his files.

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

DATE \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

NONCOLLUSION 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, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other 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.

NONCOLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED \_\_\_\_\_

\_\_\_\_\_  
TITLE

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
Title

MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF SCRANTON  
INVITATION TO BIDDER

SEPARATE SEALED BIDS WILL BE RECEIVED BY THE CITY OF SCRANTON OFFICE OF CITY CONTROLLER IN CITY HALL, 340 NORTH WASHINGTON AVENUE, 2<sup>ND</sup> FLOOR, SCRANTON, PA., 18503 UNTIL MONDAY, SEPTEMBER 18, 2017 AT 10:15 AM, AT WHICH TIME THEY WILL BE READ ALOUD IN CITY COUNCIL CHAMBERS, 2<sup>ND</sup> FLOOR, CITY HALL BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

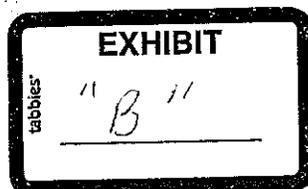
RETREAD TIRES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2018 THRU DECEMBER 31, 2018  
AS PER SPECIFICATIONS

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DAVID BULZONI  
BUSINESS ADMINISTRATOR



PROPOSAL BLANK

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

RETREAD TIRES FOR CITY OWNED VEHICLES FOR THE PERIOD JANUARY 1, 2018 THRU DECEMBER 31, 2018 AS PER SPECIFICATIONS

SEE ATTACHED SPEC. SHEET PRICE PER TIRE

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ 500.00 AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ 1,000.00.

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES AS SPECIFIED ON THE BID SPECIFICATION SHEET.

The Goodyear Tire & Rubber Company

PRINT TYPE NAME OF BIDDER

DATE

9/14/17

SIGNATURE OF BIDDER

Brent B. Strandberg, General Manager Operations Goodyear Commercial Tire & Service Centers

STATE WHETHER INDIVIDUAL PARTNERSHIP OR CORPORATION

COMPANY NAME: The Goodyear Tire & Rubber Company

Corporation

ADDRESS: 1167 N. Washington St. Wilkes Barre, PA 18705

IF INCORPORATED, UNDER THE LAWS OF WHAT STATE?

Ohio

Attn: Paul Muckle, Center Manager: TELEPHONE NO: 570-822-2674



September 12, 2017

Heather Hall  
THE GOODYEAR TIRE & RUBBER CO.  
200 Innovation Way  
Akron, OH 44316

Re: CITY OF SCRANTON  
Project: Retread Tires for City Owned Vehicles for period: January 1, 2017 thru December 31, 2017  
Estimated Contract Price: \$ 100,000.00  
Bid Date: 9/28/2017  
Surety: ZURICH INSURANCE GROUP

Dear Heather:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

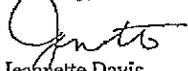
If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

  
Jeannette Davis  
Record #2630228

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name	Contract Price
1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____

Where did you place \_\_\_\_\_ And your price \$ \_\_\_\_\_

If awarded contract, is final bond required? Yes  No

# AIA Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
THE GOODYEAR TIRE & RUBBER CO.  
200 Innovation Way  
Akron, OH 44316

**SURETY:**

(Name, legal status and principal place  
of business)  
FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND  
1299 Zurich Way  
Schaumburg, IL 60196-1056

**OWNER:**

(Name, legal status and address)  
CITY OF SCRANTON  
Office of the City Controller, City Hall  
340 N. Washington Avenue, Scranton, PA 18503

**BOND AMOUNT:** Five Hundred and 00/100  
(\$ 500.00)

**PROJECT:**

(Name, location or address, and Project number, if any)  
Retread Tires for City-Owned Vehicles for period: January 1, 2017 thru December  
31, 2017

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of September, 2017

Heather Hall  
(Witness) Heather Hall

Jennifer Wilbur  
(Witness)

THE GOODYEAR TIRE & RUBBER CO.

(Principal)

(Seal)

(Title) John Sporay - Ass't Risk Mgr.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Surety)

(Seal)

(Title)

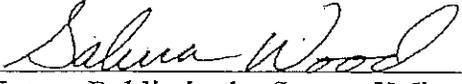
Jeannette M. Davis, Attorney in Fact

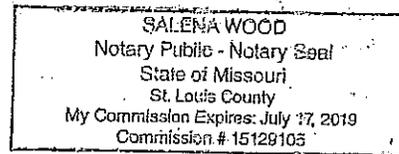
ACKNOWLEDGEMENT BY SURETY

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

On this 13th day of September, 2017, before me, Salena Wood, a Notary Public, within and for said County and State, personally appeared Jeannette M. Davis to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Missouri  
County of St. Louis



ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland; and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Susan R. SCHWARTZ, Thomas U. KRIPPENE, Catherine L. GEIMER, Eric D. SAUER, Christina BARATTI, Jeannette M. DAVIS, Jennifer WILLIAMS and Salena WOOD, all of Saint Louis, Missouri, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed; any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of April, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Dawn E. Brown*  
Assistant Secretary  
Dawn E. Brown

*Michael Bond*  
Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 7th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland; duly commissioned and qualified; MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of September, 2017.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

I, Daniel T. Young, Assistant Secretary of The Goodyear Tire & Rubber Company, a corporation organized and existing under the laws of the State of Ohio, do hereby certify that the following is a full, true and correct copy of a delegation of authority dated July 1, 2017 signed by Richard J Kramer, Chairman of the Board, Chief Executive Officer and President, and attested by Daniel T. Young, Assistant Secretary of said corporation:

"Pursuant to authority vested in me by resolution adopted by the Board of Directors of The Goodyear Tire & Rubber Company (hereinafter referred to as the "Company"), on August 3, 1999, I hereby authorize the

Treasurer  
Assistant Treasurer (Appointed or Elected)  
Controller  
Senior Manager Global Risk Management  
Assistant Risk Manager

of the Company to execute for and on behalf and in the name of the Company; without attestation and without affixation of the corporate seal thereto:

1. Surety Bonds in an amount not to exceed \$1,000,000.00;
2. Sworn Statements-Proof of Loss in an amount not to exceed \$1,500,000.00;
3. Subrogation Receipts in an amount not to exceed \$1,500,000.00;
4. Non-Waiver Agreements in an amount not to exceed \$1,500,000.00; and
5. Appeal Bonds in an amount not to exceed \$1,500,000.00

issued by The Goodyear Tire & Rubber Company or any of its subsidiary companies.

In so doing, they are directed to observe such instructions as to prior approvals, including Law Department approval, and record keeping as shall have been prescribed by the executive officer of this Company having cognizance of the subject matter.

These documents shall be retained in the Risk Management Department.

This Delegation of Authority shall be in full force and effect from July 1, 2017 to and including June 30, 2019, unless theretofore revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official corporate seal of said Company to be affixed.

Attest: (s) Daniel T. Young  
Assistant Secretary

(s) Richard J. Kramer  
Chairman of the Board,  
Chief Executive Officer and President  
THE GOODYEAR TIRE & RUBBER COMPANY

And I further certify that the foregoing Delegation of Authority has been neither revoked nor modified and is in full force and effect at the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of said The Goodyear Tire & Rubber Company to be affixed this 14 day of September, 2017.

*Daniel T. Young*  
Assistant Secretary  
The Goodyear Tire & Rubber Company



RETREAD TIRES FOR THE CITY OWNED VEHICLES:

SPECIFICATIONS & PRICE PER TIRE

11R22.5 Radial drive retread waste hauler lng tire - 26/32 tread. \$ 135.00 PER TIRE

Goodyear Prtecure G177 Mod 27/32"

11R22.5 Radial drive retread - 22/32 tread. \$ 114.00 PER TIRE

Goodyear Precure G167 22/32"

11R24.5 Radial drive retread - 26/32 tread \$ 164.00 PER TIRE

Goodyear Precure G182 26/32"

ALL ROADSIDE SERVICE MUST BE ON A 24 HOUR A DAY, 365 DAYS A YEAR BASIS.

TIRES MUST BE AVAILABLE UPON DEMAND.

TIRES MUST BE EQUAL OR BETTER GRADE AS PER BID SPECIFICATIONS.

**\*\* DUE TO THE NUMEROUS TIRE SPEC'S, THE CONTRACT WILL BE AWARDED ON AN AVERAGE TO LOWEST MOST RESPONSIBLE BIDDER\*\***

## AFFIRMATIVE ACTION CERTIFICATION

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

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 or 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.

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. 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.

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 factor shall be considered in mitigation in determining appropriate sanctions.

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 that 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. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the 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.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

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

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

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 9/14/17

The Goodyear Tire & Rubber Company

(Name of Bidder)

By

Brent B. Strandberg

Title

Brent B. Strandberg

General Manager Operations  
Goodyear Commercial Tire & Service Centers

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does 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 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 certifications in his files.

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

DATE 9/14/17

The Goodyear Tire & Rubber Company

(Name of Bidder)

By Brent B. Strandberg  
Title Brent B. Strandberg  
General Manager Operations  
Goodyear Commercial Tire & Service Centers

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF OHIO

COUNTY OF SUMMIT

Brent B. Strandberg being first duly sworn, deposes and says that

1. He is General Manager Operations, Goodyear Commercial Tire & Service Centers  
~~(City of Scranton, PA)~~ representative ~~(City of Scranton, PA)~~  
of The Goodyear Tire & Rubber Company, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other 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.

NONCOLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED

*Brent B. Strandberg*  
Brent B. Strandberg

TITLE  
General Manager Operations  
Goodyear Commercial Tire & Service Centers

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 14th DAY OF

SEPTEMBER 2017

NOTARY PUBLIC  
Title

MY COMMISSION EXPIRES

NOVEMBER 13, 2018

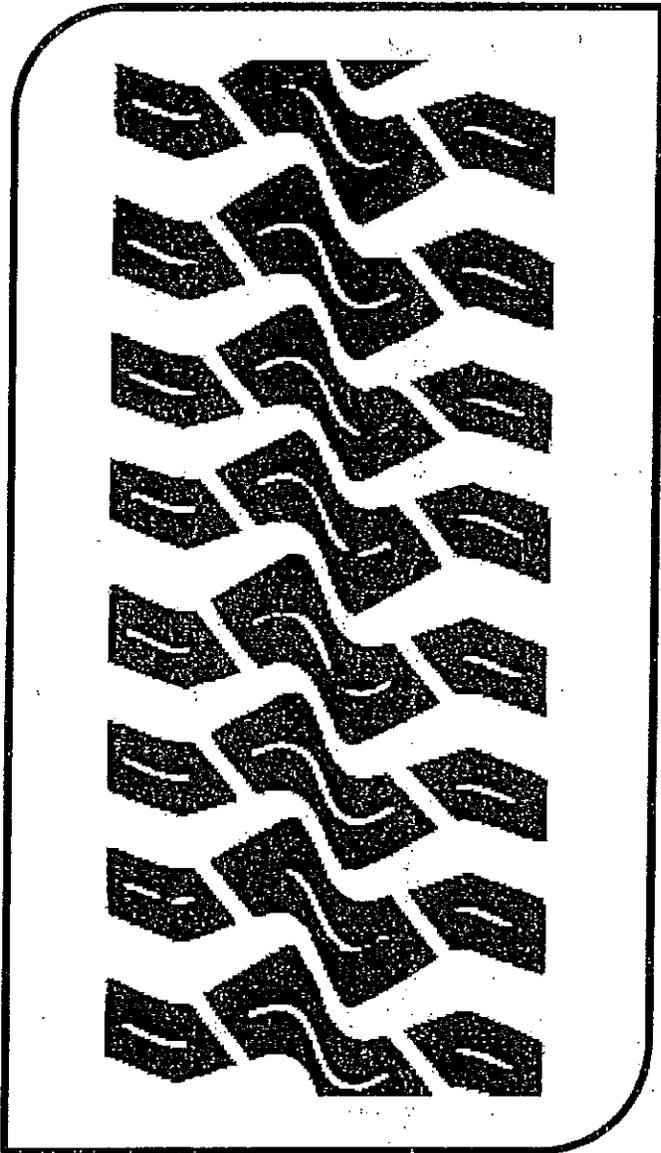


Joanna L. Vala  
Notary Public, State of Ohio  
My Commission Expires 11-13-18

# Goodyear Authorized Retreads

## PRECURE G177 MODIFIED

Mixed Service Drive Applications



• Goodyear exclusive tread rubber compounds equal equivalent new tire tread life per 32" performance

• 8-sided "Z" shaped tread lug – mud, snow or "slushy" traction

• "Z" lugs overlap each other for smoother highway ride

• Open shoulder allows tread face to be cleaned of debris

• Separate shoulder elements provide water clearing channels

• Sipes in lug elements provide lateral and circumferential traction

• 27/32" standard tread depth, with 32/32" tread depths for super single or heavy tire applications

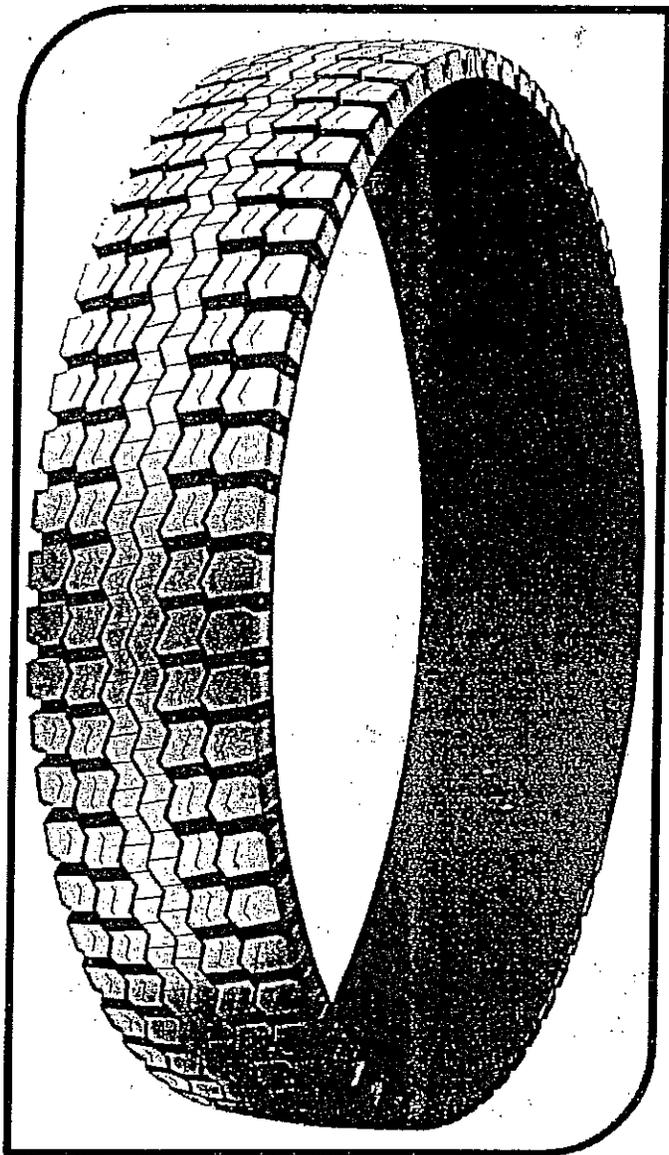
• Cut, chip and flaking resistance in on and off road applications

**GOOD YEAR**  
COMMERCIAL TIRE & SERVICE CENTERS

Service Excellence  
*-Always*

# Goodyear Authorized Retreads PRECURE G167 Value Line

Drive Tread Design for All Drive Position Applications



▪ Equals similar new tire design for traction & handling

▪ 22/32" tread

▪ 2-central ribs for smooth ride and reduced road noise.

▪ Open shoulder for good traction in wet or dry driving conditions.

▪ Open shoulder element buttressed to resist damage from loose soil operations.

▪ 4-lug elements with 6-8 traction edges, staggered to minimize irregular wear

**GOODYEAR**  
COMMERCIAL TIRE & SERVICE CENTERS

Service Excellence  
*Always*

# Goodyear Authorized Retreads **PRECURE G182 RSD**

All Round Retread for Regional Service.



▪Non-directional tread design for a uniform footprint.

▪Tie-bar reinforced shoulder lug elements to resist damage to the open lugs.

▪Wide voids between the lug elements to reduce stone-holding.

▪Sipes on lug elements to increase radial traction.

▪Open lug design helps provide traction in wet, snowy or dry traction conditions.

▪Deep 26/32" tread depth helps enhance traction and promote long treadwear.

**GOOD YEAR**  
COMMERCIAL TIRE & SERVICE CENTERS

Service Excellence  
-Always

# GOODYEAR® AUTHORIZED RADIAL RETREAD LIMITED WARRANTY

## COMMERCIAL TIRE

Goodyear Unisteel® Radial Truck Tires  
 Dunlop® Radial Truck Tires  
 Kelly® Radial Truck Tires  
 United States & Canada

### WHO IS ELIGIBLE AND WHAT IS COVERED?

You are eligible for the benefits of this limited warranty if you are the owner or the authorized agent of the owner of a radial truck tire casing which has been retreaded or repaired by a Goodyear Authorized Retreader using Goodyear brand retreads or Goodyear-authorized repair materials bearing a Department of Transportation (DOT) prescribed retreader tire identification number designating a Goodyear Authorized Retreader. This warranty is effective as of April 1, 2013. This warranty does not apply to tires designated for off-highway service.

### WHAT IS THE CASING COVERAGE?

Goodyear premium casings (refer to the Goodyear Commercial warranty for the premium tire lines) in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered warranty conditions for an unlimited number of retreads up to seven (7) years from new tire manufacture or new tire purchase. All Goodyear premium casings beyond seven (7) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Goodyear Commercial warranty for the casing values.

Dunlop premium casings (refer to the Dunlop Commercial warranty for the premium tire lines) in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered warranty conditions for an unlimited number of retreads up to six (6) years from new tire manufacture or new tire purchase. All Dunlop premium casings beyond six (6) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Dunlop Commercial warranty for the casing values.

All Goodyear G392 SSD™ DuraSeal + Fuel Max™ and G394 SST® DuraSeal + Fuel Max™ tires will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

All other Goodyear, Dunlop and Kelly radial truck tire casings will be warranted for covered warranty conditions for an unlimited number of retreads up to four (4) years from new tire manufacture or new tire purchase and are eligible for a credit equal to the predetermined casing allowances. See your servicing dealer for these values at the time of adjustment. All other Goodyear, Dunlop and Kelly non-premium casings beyond four (4) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. See applicable commercial warranty for full details.

In addition, brands other than Goodyear, Dunlop or Kelly medium truck tire radial casings, retreaded by a Goodyear Authorized Retreader using Goodyear brand retreads, that become unserviceable due to a covered warranty condition within the first 25% wear of the first retread or four (4) years from new tire manufacture or new tire purchase (whichever occurs first) are eligible for a credit equal to the predetermined casing allowances. See your servicing dealer for these values at the time of adjustment. All brands other than Goodyear, Dunlop and Kelly casings beyond the first 25% wear of the first retread or four (4) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, (whichever occurs first) are excluded from coverage by this warranty.

### HOW WILL THE RETREAD CREDIT BE DETERMINED WHEN THE CASING BECOMES UNSERVICEABLE DUE TO A COVERED WARRANTY CONDITION?

Full credit for the retreading or repair costs will be issued, based on the current retail selling price of the retread during the first 2/32" (inch) (or the first 25% for UniCircle® retreads) of usable

treadwear if the casing becomes unserviceable within the coverage period due to a covered warranty condition.

Retreading costs that are not eligible for full credit will be prorated. The replacement price will be calculated by multiplying the current Goodyear retail selling price of the retread by the percentage of usable tread remaining at the time of adjustment. You must pay for mounting, balancing, applicable taxes, government-mandated charges and any additional services you order at the time of adjustment.

### EXAMPLE:

If your disabled tire had an original 16/32" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable retread tire. If the price of the comparable tire is \$150.00, the cost to you would be \$75.00 plus mounting, balancing, any other applicable taxes and government-mandated charges.

Amount of Tread Used	X	Value of Comparable Tire	=	Prorated Price of New Retread Tire
Original Tread				

(Plus applicable taxes, government-mandated charges, and mounting and balancing.)

### WHAT IS THE COVERAGE ON GOODYEAR AUTHORIZED RETREADER REPAIRS AND RETREADS?

Every retread/repair performed by a Goodyear Authorized Retreader on any radial casing using Goodyear authorized retread/repair materials and bearing a valid Department of Transportation (DOT) shop number of the Authorized Retreader is warranted to be free from a covered warranty condition and to give satisfactory service under normal operating conditions for the usable tread life of any retread.

The Goodyear Tire & Rubber Company  
 200 Innovation Way  
 Akron, OH 44316

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Full replacement of the retread or repair costs will be issued, based on the current retail selling price of the retread or repair during the first 2/32" (inch) (or the first 25% for UniCircle® retreads) of usable treadwear if the retread or repair becomes unserviceable due to a covered warranty condition.

If a retread or repair becomes unserviceable due to a covered warranty condition beyond the no-charge period, a credit for the retread/repair cost will be issued on a prorated basis. The credit will be determined by multiplying the current Goodyear retail selling price of the retread by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes, government-mandated charges and any additional services you order at the time of adjustment.

#### IN ADDITION:

Radial casing allowances will be given on all qualifying radial retreaded casings if the retread became unserviceable due to a covered warranty condition.

In cases where the retread became unserviceable due to a covered warranty condition and the casing is outside the terms of this warranty, a credit for the retread only will be calculated.

All credits must be used toward the purchase of new or retreaded Goodyear, Dunlop® or Kelly® commercial products.

#### REMEMBER YOUR NEW TIRE WARRANTY

This limited warranty provides you with certain benefits as the owner of a radial casing that has been retreaded or repaired by a Goodyear Authorized Retreader. If you purchased a new Goodyear, Dunlop or Kelly commercial radial truck tire, you are also entitled to the benefits and are subject to the same Adjustment Limitations of the new tire limited warranty that was in effect at the time of purchase. Please consult your new tire warranty for details.

#### WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.), wreck, collision, fire, fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.

- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a Goodyear factory producing tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a Goodyear factory producing tires (example: tire fillers, sealants, or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear commercial tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

#### ADJUSTMENT LIMITATIONS

The retread warranty ends when the treadwear indicators become visible. For casing warranty information refer to section "WHAT IS THE CASING COVERAGE?"

If you are within 100 miles (160 kilometers) of where the retread was purchased, you must return the tire to that outlet to receive warranty consideration.

#### WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state and province to province.

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein. Any tire, in any matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.

#### SAFETY WARNINGS:

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.** See Rubber Manufacturers Association (RMA) established repair procedures at [www.rma.org](http://www.rma.org) and/or go to [www.goodyear.com/truck](http://www.goodyear.com/truck) for information on proper repair procedures.
- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires. When mounting tires, use safety cage and clip-on extension air hose to inflate.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

#### FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact the nearest Authorized Goodyear Commercial Truck Tire Retailer.

2. For additional assistance:

In the U.S., write to:  
Goodyear Customer Assistance Center  
Department 728  
200 Innovation Way  
Akron, OH 44316

In Canada, write to:  
Goodyear Customer Assistance Center  
450 Kipling Avenue  
Toronto, Ont. M8Z 5E1

The Goodyear Tire & Rubber Company  
200 Innovation Way  
Akron, OH 44316

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**GOODYEAR**



DEPARTMENT OF LAW

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

September 28, 2017

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

RECEIVED

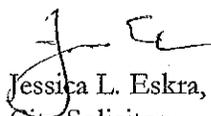
SEP 28 2017

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 THE GOODYEAR TIRE AND RUBBER COMPANY TO PROVIDE RETREAD TIRES FOR CITY OWNED VEHICLES FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl