

AGENDA
REGULAR MEETING OF COUNCIL
October 26, 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 AGENDA FOR CITY PLANNING COMMISSION MEETING HELD OCTOBER 25, 2017.

[Agenda for City Planning Commission Meeting 10-25-17.pdf](#)
 - 3.B TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD OCTOBER 12, 2017.

[Tax Assessor's Results Report for 10-12-17.pdf](#)
4. CITIZENS PARTICIPATION
5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:
 - 5.A MOTIONS.
 - 5.B FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN

ADDENDUM TO THE COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON (“CITY”) AND THE DEPARTMENT OF MILITARY AND VETERANS AFFAIRS (“DMVA”) TO FURTHER AMEND THE COOPERATION AGREEMENT TO PERMIT THE SCRANTON POLICE DEPARTMENT’S FORCE ENTRY TACTICAL TEAM TO CONDUCT EXPLOSIVE ENTRY TRAINING ON THE LEACH RANGE PROPERTY.

[Resolution-2017 Leach Range Addendum to Co-Op Agreement with DMVA.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH PETROLEUM TRADERS CORPORATION TO PROVIDE 80,000 GALLONS (MORE OR LESS) LOW SULFUR DIESEL FUEL TO THE CITY OF SCRANTON DEPARTMENT OF PUBLIC WORKS FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

[Resolution-2017 Contract with Petroleum Traders for Low Sulfur Diesel Fuel.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH D.G. NICHOLAS COMPANY TO PROVIDE THE CITY BULK OIL DELIVERED FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

[Resolution-2017 Contract with DG Nicholas for Bulk Oil.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – APPOINTMENT OF THOMAS GALELLA, SR., 112 PELLER AVENUE, SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER OF THE BOARD OF THE SCRANTON HOUSING AUTHORITY. MR. GALELLA WILL BE REPLACING BILL EAGAN WHOSE TERM EXPIRED SEPTEMBER 27, 2017. MR. GALELLA WILL BE APPOINTED TO A FIVE (5) YEAR TERM EFFECTIVE OCTOBER 12, 2017 AND WILL EXPIRE ON SEPTEMBER 27, 2022.

[Resolution-2017 Appt. Thomas Galella to Scranton Housing Authority.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON (“CITY”) AND ELECTRIC CITY TELEVISION (“ECTV”) SETTING FORTH THE TERMS AND CONDITIONS REGARDING THE OBLIGATIONS OF ECTV TO THE CITY AND THE DISBURSEMENT AND USE OF EDUCATIONAL AND GOVERNMENTAL (“EG”) CAPITAL GRANT FUNDS.

[Resolution-2017 MOU between City and ECTV for use of Capital Grant Funds.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

7.A NO BUSINESS AT THIS TIME.

8. ADJOURNMENT



CITY PLANNING COMMISSION

CITY HALL : 340 NORTH WASHINGTON AVENUE : SCRANTON, PENNSYLVANIA 18503 : PHONE 570-348-4280 : FAX 570-348-4171

CITY PLANNING COMMISSION
October 25, 2017
6:00 PM

RECEIVED
OCT 19 2017
OFFICE OF CITY COUNCIL/CITY CLERK

Meeting Location
City Council Chambers 2nd Floor
City Hall
340 N. Washington Ave.
Scranton, PA

OLD BUSINESS:

NEW BUSINESS:

1. Review of Final Subdivision plan by Community Medical Center to move property line between two properties at 2700 Blk of Stafford Ave. (C-G zone).
2. Review of Final Subdivision plan by Edwin A. & Mary Ann Abrahamsen to consolidate 4 lots into 1 lot at 3222 Doud Ave. (R-1A zone)
3. Review of Final Subdivision plan by the Scranton Redevelopment Authority to convey 2' of lands from 513 Lackawanna Ave to 515 Lackawanna Ave. (C-D zone)

TAX ASSESSOR'S REPORT

Hearing Date: 10/12/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assesed Value	After Appeal Value
12:15 PM	KOCHIS BARBARA	ARCHBALD	09420050027		17000	14000
12:20 PM	SERINO JAMES F & CATHERINE T	OLD FORGE	18415040011		30000	22000
12:30 PM	GRIZZANTI JOSEPH G	OLYPHANT	1250209001123	WALTER CASPER	28460	28460
12:30 PM	MILLER CASSIDY	FELL TWP	03519030022	WALTER CASPER	20000	19000
12:30 PM	BRENNAN TIMOTHY R JR & TAMMY	FELL TWP	0240302000601	WALTER CASPER	56500	47500
12:30 PM	LONG SAMUEL P & LYNDSEY M	FELL	03511030038	WALTER CASPER	22800	20000
12:30 PM	HANCHULAK VICTOR & ANNETTE	GREENFIELD TWP	0320101000804	WALTER CASPER	22600	20000
12:45 PM	DAVIS ANN C/O DEVEREAUX DAVID	DALTON	0681203000800		17930	17930
12:55 PM	OBRIEN TIMOTHY P & DEBBIE M	GLENBURN	0800104000515	KURT LYNOTT	29000	29000
12:55 PM	OBRIEN REBECCA	GLENBURN	0800304000710	KURT LYNOTT	18000	18000
1:05 PM	DESANDO JOSEPH & CLARA	DUNMORE	14709070004		4550	4550
1:05 PM	DESANDO JOSEPH & CLARA	DUNMORE	14709070003		9000	9000
1:15 PM	SEEGER WILLIAM & JANE	DUNMORE	1470503002712		18000	15000
1:20 PM	FEDERAL NATIONAL MORTGAGE AS	SCRANTON	15660030038		2450	600
1:30 PM	FOLEY EDWARD J & MARIA T	SCRANTON	1230203002208	JASON OMALLEY	4350	1500
1:30 PM	DONOVAN ROBERT J & NANCY A	SCRANTON	15712010034	JASON OMALLEY	27000	22500
1:30 PM	FOLEY EDWARD & MARIA	SCRANTON	1230203002207	JASON OMALLEY	20000	17150
1:30 PM	CURRA THOMAS MARION	ABINGTON	08103030005	JASON OMALLEY	31000	31000
1:30 PM	KIM NICOLE Y K	MOOSIC	19302010023	JASON OMALLEY	31700	20000
1:30 PM	MOYLE, MARG & DOUG & BISIGNANI	SCRANTON	15705030012	JASON OMALLEY	22650	17500
1:30 PM	PIWOWARSKI JOSEPH & SAMANTH	OLYPHANT	11406080024	JASON OMALLEY	14600	11500
1:30 PM	KIMBLE LAWRENCE J & KATHLEEN	SCRANTON	16806010049	JASON OMALLEY	14500	12500
1:30 PM	HOLMES PAUL A & VIRGINIA	SCRANTON	13514010067	JASON OMALLEY	30000	25850
1:50 PM	EAST REALTY LLC	SCRANTON	13505050048		7751	5400
1:55 PM	EASTMAN JOHN & PAULINE	SCRANTON	14518030025		9450	8450
2:05 PM	RES1016 LLC	SCRANTON	15620040056		12000	8000
2:10 PM	ZYMBLOSKY GERALD P & RITA	SOUTH ABINGTON	1110101000303	LORI BOLICK	55000	55000
2:10 PM	ZYMBLOSKY GERALD P & RITA	SCRANTON	12319030015	LORI BOLICK	19000	19000
2:10 PM	REED DRILLING CORPORATION	DALTON	0681503002600	LORI BOLICK	20528	20528
2:25 PM	1013-1015 E GIBSON ST LLC	SCRANTON	14678020023	JILL SPOTT	17000	12400
2:25 PM	LOSS LINDSEY R & JAMES P	SOUTH ABINGTON	0900301001418	JILL SPOTT	46000	40000
2:25 PM	922 CLAY AVE LLC	SCRANTON	13510090016	JILL SPOTT	9000	7000
2:25 PM	SANDERSON LLC	SCRANTON	13517020057	JILL SPOTT	35000	29150
2:40 PM	GURUNG SOM L	SCRANTON	17706020046		15900	15900
2:45 PM	PHILLIPS THERESA A	SCRANTON	1680602000601		23400	14600
2:55 PM	JONES KEVIN & CHRISTINE	SCRANTON	14618050067		12000	9100
3:00 PM	WEINBERGER NANCY J	SCRANTON	14678020031	ANN LAVELLE POWELL	30000	25000
3:00 PM	WEINBERGER STEVEN L & GAIL K	ABINGTON	06904020030	ANN LAVELLE POWELL	71700	65700

Friday, October 20, 2017

No. 2728 P. 1/2

Oct. 23. 2017 10:36AM



No. 2728 P. 2/2

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assesed Value	After Appeal Value
3:00 PM	WEINBERGER JJ & JUDITH J	SCRANTON	15705020007	ANN LAVELLE POWELL	30000	30000
3:10 PM	HINES JOSEPH K	SCRANTON	15753010023		6000	4600
3:15 PM	KRIEGER LEONARD J & PATRICIA D	SCRANTON	15613020010		12000	8500
3:25 PM	MARINCHAK MICHAEL & LORIANN	SCRANTON	14402040042		19000	19000
3:30 PM	LACKAWANNA COUNTY LAND BANK	SCRANTON	13420060021		37500	8000
TOTAL RECORDS					43	

RECEIVED

OCT 23 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Oct. 23. 2017 10:36AM

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN ADDENDUM TO THE COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON ("CITY") AND THE DEPARTMENT OF MILITARY AND VETERANS AFFAIRS ("DMVA") TO FURTHER AMEND THE COOPERATION AGREEMENT TO PERMIT THE SCRANTON POLICE DEPARTMENT'S FORCE ENTRY TACTICAL TEAM TO CONDUCT EXPLOSIVE ENTRY TRAINING ON THE LEACH RANGE PROPERTY.

WHEREAS, the City and DMVA entered into a Cooperation Agreement dated June 14, 2005 to document and set forth the terms and conditions of the City's lease and use of the premises known and referred to as the Leach Range; and

WHEREAS, on September 30, 2014 the City and DMVA entered into an Addendum to the Cooperation Agreement which modified the Agreement to clarify safety regulations, policies; and procedural standards regarding installation of an on-site enclosed firing range; and

WHEREAS, the City and DMVA wish to further amend the Cooperation Agreement to allow the Scranton Police Department's Force Entry Tactical Team to conduct entry training on the Leach Range. A copy of the Addendum is attached hereto as Exhibit "A" and incorporated herein by reference hereto.

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 an Addendum to the Cooperation Agreement by and between the City of Scranton ("City") and the Department of Military and Veterans Affairs ("DMVA") to further Amend the Cooperation Agreement to permit the Scranton Police Department's Force Entry Tactical Team to conduct explosive training on the Leach Range Property.

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.

ADDENDUM TO
COOPERATION AGREEMENT

THIS ADDENDUM, made this ____ day of _____, 2017, by and between: CITY OF SCRANTON (hereinafter referred to as "CITY"), DEPARTMENT OF MILITARY AND VETERANS AFFAIRS (hereinafter referred to as "DMVA") to the COOPERATION AGREEMENT herein after referred to as ("AGREEMENT").

WITNESSETH:

WHEREAS, CITY and DMVA are parties to the Agreement that was executed on June 14, 2005;

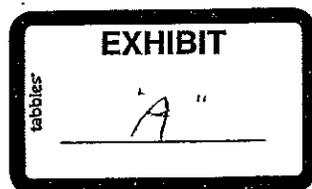
WHEREAS, said Agreement provided the terms and conditions of City's lease and use of the premises describes therein, commonly known and referred to as Leach Range;

WHEREAS, said Agreement was modified to clarify safety regulations, policies and procedural standards regarding the installation of an on-site enclosed firing range in an addendum that was executed on September 30, 2014;

WHEREAS, CITY and DMVA wish to further amend the aforementioned Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and other good and valuable consideration, the parties hereto intending to be legally bound, hereby agree that the following language will be added to the Agreement:

1. **PERMISSIONS:** The Scranton Police Department's Force Entry Tactical Team will now be permitted to conduct explosive entry training on the Leach Range property located in Newton Township and South Abington Township, subject to and in accordance with, the following rules, regulations and safety policies:



- a. The range will not be used for the disposal or destruction of explosive materials collected by the Scranton Police Department and/or its agents during the regular course of duty.
- b. The team will train on an as needed basis on the property and will need to make minor improvements to the property to facilitate the training. The following physical modifications to the site are permitted:
 - i. Two steel door frames will be erected on site to secure wooden and steel doors that are to be utilized for training. The steel frames are made out of six inch channel iron and will remain at the range. See **Exhibit A**, attached hereto and made a part hereof.
 - ii. A portable storage building will be placed on the site to store equipment and provide some protection for personnel and their equipment from the elements. The size of the storage building is to be approximately 14 feet by 32 feet and will be placed adjacent to the 100 yard firing point on the rifle range (See Exhibit A). This structure will not be used as a permanent or temporary explosives storage facility for the Scranton Police Department.
- c. Explosives will be used in the training scenarios to evaluate and examine the type and amounts of explosives need to efficiently and effectively defeat the various doors likely to be encountered during a forced building entry by the Scranton Police Department.
 - i. Debris from the testing will be collected and placed in an onsite dumpster for disposal at a permitted municipal landfill.
 - ii. Clean- up will occur at the end of each training day.
- d. The primary explosives utilized in the training evolutions will be: 50 grain, 100 grain, detonating cord and C#1, C#2, C#3, and C#4 data sheet. In addition, training will utilize single and dual primed firing system with #8 non-electric blasting caps.
 - i. The range explosive limit shall not exceed one (1) pound Net Explosive Weight (NEW).

- ii. Safety Data Sheets for explosives used at the site will be available for review on-site.

2. SAFETY PROCEDURES

- a. All explosives will remain in control of the Explosive Ordnance Disposal (EOD) Unit and will be stored appropriately to ensure security during the training.
- b. The "breacher" and/or "assistant breacher" will be in control of the firing device at all times to prevent an unintentional detonation by other persons.
- c. Dual-priming will be the standard procedure used to ensure positive detonation of breaching charges. Shock tube initiation systems shall be used. Any misfires will be handled only by EOD Technicians.
- d. Safety clothing and equipment will be worn by all members of the tactical unit during explosive entry training and operations. This will include, but not limited to, balaclava and gloves, eye protection, hearing protection, helmet, ballistic/load bearing vest and boots.

3. TRAINING AND DOCUMENTATION

- a. Explosive breaching training shall be conducted with all members of the tactical unit.
- b. Breachers and assistant breachers shall conduct additional on-going training to test and evaluate the types of charges best suitable for various targets.
- c. A breaching log will be maintained to document explosive entry training and operations. At a minimum the log will include the date, the name of the person in charge of the training exercise, whether any injuries occurred during the training exercise and the amount (weight not quantity) and types of explosives used during the training. A copy of this breaching log will be provided to the DMVA in January of each calendar year for the duration of the agreement. This record is necessary for Pennsylvania

Army National Guard documentation of range use for the federal government.

4. SOIL TESTING AND REMEDIATION

- a. On May, 24, 2017 a soil sampling was taken at various locations in and around the areas to be utilized for explosive breach training and professionally tested for the base chemicals that make up the explosives that are to be utilized at the range to establish a current chemical benchmark level. The testing results are included as **Exhibit B**, attached hereto and made a part hereof.
- b. Upon termination or expiration of this agreement, the areas at the site will be retested for the same chemicals to determine if there has been any leakage into the underlying soil during the term of this agreement. If a measurable increase is determined to have occurred, The DMVA has sole discretion to require that the City properly remediate and return the site to either the original benchmark level or a level considered environmentally safe and acceptable by DMVA. The City is responsible for all costs associated with the remediation.

5. TERM

- a. The term of this Agreement shall be for five (5) years with an automatic renewal to occur every five (5) years thereafter unless terminated by written notice of either party hereto six (6) months prior to the date of expiration.
- b. DMVA reserves the right to unilaterally terminate this Addendum without notice for any act that DMVA reasonably perceives to be a violation of the conditions set forth in this Addendum.

6. CONDITIONS

- a. All other terms and conditions of the Agreement not modified by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this addendum this _____ day of _____, 2017.

CITY OF SCRANTON

Attest:

Title: City Clerk

Title: Mayor

Title: City Solicitor

Title: City Controller

COMMONWEALTH OF PENNSYLVANIA

Title: Deputy, Facilities and
Engineering

Title: The Adjutant General

Approved as to form and legality:

Title: Chief Counsel, DMVA

Office of General Counsel

(Deputy) Attorney General

EXHIBIT A

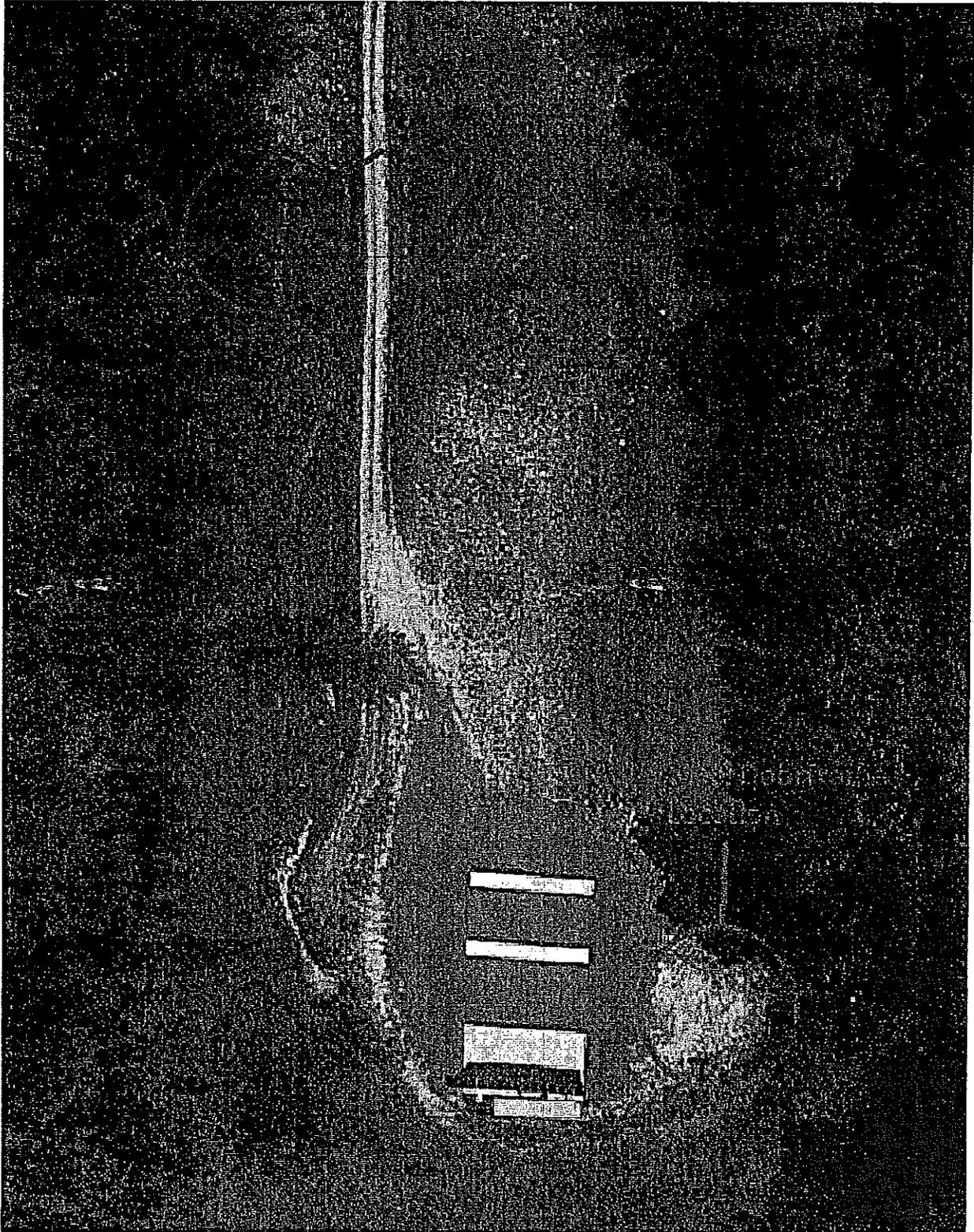


EXHIBIT B

SOIL TESTING RESULTS



34 Dogwood Lane ■ Middletown, PA 17057 ■ Phone: 717-944-5541 ■ Fax: 717-944-1430 ■ www.alsglobal.com

NELAP Certifications: NJ PA010, NY 11759, PA 22-293 DoD ELAP: A2LA 0818.01
State Certifications: DE ID 11, MA PA0102, MD 128, VA 460157, WV 343

June 16, 2017

Mr. Tom Marrs
DMVA State Armory Board
Environmental Division
BLDG 0-11 Fort Indiantown Gap
Annville, PA 17003

Certificate of Analysis

Project Name:	2017-SOIL - 8330 - RUSH 7-DAY TAT	Workorder:	2232703
Purchase Order:	FY17-229	Workorder ID:	Explosive/Background 05/24

Dear Mr. Marrs:

Enclosed are the analytical results for samples received by the laboratory on Wednesday, May 24, 2017.

The ALS Environmental laboratory in Middletown, Pennsylvania is a National Environmental Laboratory Accreditation Program (NELAP) accredited laboratory and as such, certifies that all applicable test results meet the requirements of NELAP.

If you have any questions regarding this certificate of analysis, please contact Mrs. Kelli L Wolfgang (Project Coordinator) at (717) 944-5541.

Analyses were performed according to our laboratory's NELAP-approved quality assurance program and any applicable state requirements. The test results meet requirements of the current NELAP standards or state requirements, where applicable. For a specific list of accredited analytes, refer to the certifications section of the ALS website at www.alsglobal.com/en/Our-Services/Life-Sciences/Environmental/Downloads.

This laboratory report may not be reproduced, except in full, without the written approval of ALS Environmental.

ALS Spring City: 10 Riverside Drive, Spring City, PA 19475 610-948-4903

Mrs. Kelli L Wolfgang
Project Coordinator

This page is included as part of the Analytical Report and must be retained as a permanent record thereof.

ALS Environmental Laboratory Locations Across North America

Canada: Burlington • Calgary • Centre of Excellence • Edmonton • Fort McMurray • Fort St. John • Grande Prairie • London • Mississauga • Richmond Hill • Saskatoon • Thunder Bay
Vancouver Waterloo • Winnipeg • Yellowknife United States: Cincinnati • Everett • Fort Collins • Holland • Houston • Middletown • Salt Lake City • Spring City • York Mexico: Monterrey



SAMPLE SUMMARY

Workorder: 2232703 Explosive/Background 05/24

Lab ID	Sample ID	Matrix	Date Collected	Date Received	Collected By
2232703001	Explosive Site Leach	Solid	5/24/2017 10:30	5/24/2017 15:52	Collected by Client
2232703002	Background Leach	Solid	5/24/2017 10:45	5/24/2017 15:52	Collected by Client

ALS Environmental Laboratory Locations Across North America

Canada: Burlington · Calgary · Centre of Excellence · Edmonton · Fort McMurray · Fort St. John · Grande Prairie · London · Mississauga · Richmond Hill · Saskatoon · Thunder Bay
Vancouver Waterloo · Winnipeg · Yellowknife United States: Cincinnati · Everett · Fort Collins · Holland · Houston · Middletown · Salt Lake City · Spring City · York Mexico: Monterrey



SAMPLE SUMMARY

Workorder: 2232703 Explosive/Background 05/24

Notes

- Samples collected by ALS personnel are done so in accordance with the procedures set forth in the ALS Field Sampling Plan (20 - Field Services Sampling Plan).
- All Waste Water analyses comply with methodology requirements of 40 CFR Part 136.
- All Drinking Water analyses comply with methodology requirements of 40 CFR Part 141.
- Unless otherwise noted, all quantitative results for soils are reported on a dry weight basis.
- The Chain of Custody document is included as part of this report.
- All Library Search analytes should be regarded as tentative identifications based on the presumptive evidence of the mass spectra. Concentrations reported are estimated values.
- Parameters identified as "analyze immediately" require analysis within 15 minutes of collection. Any "analyze immediately" parameters not listed under the header "Field Parameters" are performed in the laboratory and are therefore analyzed out of hold time.
- Method references listed on this report beginning with the prefix "S" followed by a method number (such as S2310B-97) refer to methods from "Standard Methods for the Examination of Water and Wastewater".
- For microbiological analyses, the "Prepared" value is the date/time into the incubator and the "Analyzed" value is the date/time out the incubator.

Standard Acronyms/Flags

- J Indicates an estimated value between the Method Detection Limit (MDL) and the Practical Quantitation Limit (PQL) for the analyte
- U Indicates that the analyte was Not Detected (ND)
- N Indicates presumptive evidence of the presence of a compound
- MDL Method Detection Limit
- PQL Practical Quantitation Limit
- RDL Reporting Detection Limit
- ND Not Detected - indicates that the analyte was Not Detected at the RDL
- Cntr Analysis was performed using this container
- RegLmt Regulatory Limit
- LCS Laboratory Control Sample
- MS Matrix Spike
- MSD Matrix Spike Duplicate
- DUP Sample Duplicate
- %Rec Percent Recovery
- RPD Relative Percent Difference
- LOD DoD Limit of Detection
- LOQ DoD Limit of Quantitation
- DL DoD Detection Limit
- I Indicates reported value is greater than or equal to the Method Detection Limit (MDL) but less than the Report Detection Limit (RDL)
- (S) Surrogate Compound
- NC Not Calculated
- * Result outside of QC limits

ALS Environmental Laboratory Locations Across North America

Canada: Burlington · Calgary · Centre of Excellence · Edmonton · Fort McMurray · Fort St. John · Grande Prairie · London · Mississauga · Richmond Hill · Saskatoon · Thunder Bay
Vancouver Waterloo · Winnipeg · Yellowknife United States: Cincinnati · Everett · Fort Collins · Holland · Houston · Middletown · Salt Lake City · Spring City · York Mexico: Monterrey


ANALYTICAL RESULTS

Workorder: 2232703 Explosive/Background 05/24

 Lab ID: 2232703001 Date Collected: 5/24/2017 10:30 Matrix: Solid
 Sample ID: Explosive Site Leach Date Received: 5/24/2017 15:52

Parameters	Results	Flag	Units	RDL	Method	Prepared	By	Analyzed	By	Cntr
EXPLOSIVES										
2-Amino-4,6-Dinitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
4-Amino-2,6-dinitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
3,5-Dinitroaniline	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
1,3-Dinitrobenzene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
2,4-Dinitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
2,6-Dinitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
HMX	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
Nitrobenzene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
Nitroglycerin	ND		mg/kg	1.2	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
4-Nitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
2-Nitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
3-Nitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
PETN	ND		mg/kg	1.2	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
RDX	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
Tetryl	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
1,3,5-Trinitrobenzene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
2,4,6-Trinitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
<i>Surrogate Recoveries</i>	<i>Results</i>	<i>Flag</i>	<i>Units</i>	<i>Limits</i>	<i>Method</i>	<i>Prepared</i>	<i>By</i>	<i>Analyzed</i>	<i>By</i>	<i>Cntr</i>
1,4-Dinitrobenzene (S)	101		%	50 - 150	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
1,4-Dinitrobenzene (S)	93		%	50 - 150	SW846 8330B	6/6/17 19:07	AJL	6/8/17 09:44	AJL	A1
WET CHEMISTRY										
Moisture	6.5		%	0.1	S2540G-11			5/24/17 21:37	VXF	
Total Solids	93.5		%	0.1	S2540G-11			5/24/17 21:37	VXF	

Kelli Wolfgang
 Mrs. Kelli L Wolfgang
 Project Coordinator

ALS Environmental Laboratory Locations Across North America

 Canada: Burlington · Calgary · Centre of Excellence · Edmonton · Fort McMurray · Fort St. John · Grande Prairie · London · Mississauga · Richmond Hill · Saskatoon · Thunder Bay
 Vancouver Waterloo · Winnipeg · Yellowknife United States: Cincinnati · Everett · Fort Collins · Holland · Houston · Middletown · Salt Lake City · Spring City · York Mexico: Monterrey



34 Dogwood Lane ■ Middletown, PA 17057 ■ Phone: 717-944-5541 ■ Fax: 717-944-1430 ■ www.alsglobal.com

NELAP Certifications: NJ PA010, NY 11759, PA 22-293 DoD ELAP: A2LA 0818.01
 State Certifications: DE ID 11, MA PA0102, MD 128, VA 460157, WV 343

ANALYTICAL RESULTS

Workorder: 2232703 Explosive/Background 05/24

Lab ID: 2232703002 Date Collected: 5/24/2017 10:45 Matrix: Solid
 Sample ID: Background Leach Date Received: 5/24/2017 15:52

Parameters	Results	Flag	Units	RDL	Method	Prepared	By	Analyzed	By	Cntr
EXPLOSIVES										
2-Amino-4,6-Dinitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
4-Amino-2,6-dinitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
3,5-Dinitroaniline	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
1,3-Dinitrobenzene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
2,4-Dinitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
2,6-Dinitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
HMX	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
Nitrobenzene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
Nitroglycerin	ND		mg/kg	1.2	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
4-Nitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
2-Nitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
3-Nitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
PETN	ND		mg/kg	1.2	SW846 8330B	6/6/17 19:07	AJL	6/14/17 14:40	CGS	A1
RDX	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
Tetryl	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
1,3,5-Trinitrobenzene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
2,4,6-Trinitrotoluene	ND		mg/kg	0.19	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
<i>Surrogate Recoveries</i>	<i>Results</i>	<i>Flag</i>	<i>Units</i>	<i>Limits</i>	<i>Method</i>	<i>Prepared</i>	<i>By</i>	<i>Analyzed</i>	<i>By</i>	<i>Cntr</i>
1,4-Dinitrobenzene (S)	101		%	50 - 150	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
1,4-Dinitrobenzene (S)	96		%	50 - 150	SW846 8330B	6/6/17 19:07	AJL	6/8/17 10:30	AJL	A1
1,4-Dinitrobenzene (S)	103		%	50 - 150	SW846 8330B	6/6/17 19:07	AJL	6/14/17 14:40	CGS	A1
WET CHEMISTRY										
Moisture	19.7		%	0.1	S2540G-11			5/24/17 21:37	VXF	
Total Solids	80.3		%	0.1	S2540G-11			5/24/17 21:37	VXF	

Kelli Wolfgang

Mrs. Kelli L Wolfgang
 Project Coordinator

ALS Environmental Laboratory Locations Across North America

Canada: Burlington · Calgary · Centre of Excellence · Edmonton · Fort McMurray · Fort St. John · Grande Prairie · London · Mississauga · Richmond Hill · Saskatoon · Thunder Bay
 Vancouver Waterloo · Winnipeg · Yellowknife United States: Cincinnati · Everett · Fort Collins · Holland · Houston · Middletown · Salt Lake City · Spring City · York Mexico: Monterrey



Environmental

34 Dogwood Lane
Middletown, PA 17057
P. 717-944-5541
F. 717-944-1430

CHAIN OF CUSTODY/ REQUEST FOR ANALYSIS

Page 1 of 1

Courier: _____

Tracking #: _____

ALL SHADOWED AREAS MUST BE COMPLETED BY THE CLIENT/
SAMPLER. INSTRUCTIONS ON THE BACK.

Co. Name: **DMVA**
 Contact (Report to): **TOM MATARS** Phone: _____
 Address: **Fort Indian Town Gap
 BALDWIN O-H
 ANNVILLE PA 17003**

Bill to (different than Report to): _____ PO#: _____

Project Name#: _____ ALS Quote #: **577949**

TAT: Normal-Standard TAT is 10-12 business days. Data Required: _____
 Rush-Subject to ALS approval and surcharge. **1 day** Approved By: _____

Email? -Y _____
 Fax? -Y No: _____

Container Type	AG								
Container Size	1								
Preservative									

ANALYSES/METHOD REQUESTED									

Sample Description/Location (as it will appear on the lab report)	COC Comments	Sample Date	Military Time	15 or C	# Matrix	Enter Number of Containers Per Anal			
1 Explosive Site Leach	30 FT SWEST OF RANGE	5/24	1030	S	# 1				
2 Background Leach	ALONG EAST FENCE	5/24	1045	S	# 1				
3									
4									
5									
6									
7									
8									

SAMPLED BY (Please Print): **TOM MATARS** Project Comments: **1 DAY TOEN APPROVED BY ELOFFKY**

Relinquished By / Company Name	Date	Time	Received By / Company Name	Date	Time
1	5/24	1552	Christen	5/24	1552
3	5/24				
5					
7					
9					

EDUs (Date Deliverables) Standard CLP-Rite NJ-Reduced NJ-Full Yes, formal type.

DDD Criteria Required? _____

* G=Grab; C=Composite ** Matrix: AL=Air; DW=Drinking Water; GW=Groundwater; O=Oil; OL=Other Liquid; SL=Sludge; SO=Soil; WP=Wipe; WW=Wax
 Coples: WHITE - ORIGINAL CANARY - CUSTOMER COPY *** Container Type: AG=Amber Glass; CG=Clear Glass; PL=Plastic. Container Size: 250ml, 500ml, 1L, 8oz., etc. Preservative: I

Friday, June 16, 2017 11:39:35 AM
Page 6 of 6

ALS

2014

ADDENDUM TO
COOPERATION AGREEMENT

THIS ADDENDUM, made this 30th day of September, 2014, by and between: CITY OF SCRANTON (hereinafter referred to as "CITY"), DEPARTMENT OF MILITARY AND VETERANS AFFAIRS (hereinafter referred to as "DMVA") to the COOPERATION AGREEMENT herein after referred to as ("AGREEMENT").

WITNESSETH:

WHEREAS, CITY and DMVA are parties to the Agreement that was executed on June 14, 2005;

WHEREAS, said Agreement provided the terms and conditions of City's lease and use of the premises describes therein, commonly known and referred to as Leach Range ;

WHEREAS, CITY and DMVA wish to amend the aforementioned Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and other good and valuable consideration, the parties hereto intending to be legally bound, hereby agree that the following language will be added to the Agreement:

1. The following safety, equipment, and procedural standards shall be employed and followed on the premises during the City tenancy:

Required Equipment and Facilities

A. Weapons

1. The Range Safety Officer shall ensure that all weapons utilized for firearms training are safe. All safety devices must be installed and operable and performing as the weapon manufacturer intended. A minimum of .38-caliber or .380 auto-calibers with a capacity of at least six (6) rounds is required for any handgun used in the Basic Training Program.
2. A weapon may not be utilized during the training program if it is not a conventional weapon carried by police officers while on duty.
3. The department can refuse to allow the use of a weapon that the firearms instructor determines to be unsafe, inadequate or not appropriate for police training.

B. Ammunition

1. For instruction and practice, factory ammunition, of standard police velocity will be used.

2. The City will maintain adequate supplies of common ammunition used in law enforcement weapons. All ammunition shall be supplied by or approved by the department, for use in handguns and shotguns, rifles during all training exercises.

C. Range Facility

1. Target frames used for training purposes must be constructed from material that will minimize the possibility of ricochet or back spatter, which is critical because students will be engaging targets from close distances.
2. The range must have a backstop that provides for a bullet impact area that contains the bullets being fired at it. A setback area between the targets and the backstop is preferable because it can minimize the possibility of back spatter. The backstop or trap will be purchased, installed, and maintained by the City. DMVA hereby permits the installation of the backstop or trap by the City on the premises.
3. Side berms can help improve range safety and reduce sound levels when the range is located near residential areas. Side berms are also needed when firing in multiple directions or at multiple targets because the angle at which the shooter may be firing will increase.
4. The range must have artificial lighting, which can include, but is not limited to permanent light fixtures, portable lights or vehicle headlights, capable of providing full light, dim light, and almost no light conditions, in order to simulate adverse lighting conditions. The lighting control must be accessible to range personnel behind the firing line.
5. There must be provision to safely and securely store weapons, ammunition, and targets at the range facility.

D. Target Systems

1. Police firearms training, especially tactical shooting, may involve a variety of target systems, including, but not limited to turning targets, multiple targets, "Hogan's Alley" type targets, and moving or "running man" targets. Regardless of the type of target system being used, it is critical that all safety procedures are followed because the direct fire zone, shooting angles, and impact area will vary from "traditional" static training situations.
2. If steel reactive targets are used, precautions must be taken to ensure that no ricochet or back spatter hazard exists for the shooters. Other safety issues, such as target placement, shooter's distance from the target, and shooting angles, type of ammunition being used, condition of the target, and the proper number of range safety officer, must also be addressed. A safety protocol must be developed and followed when using this type of target system.

E. Protective/Safety Equipment

1. Wrap around shooting glasses or protective goggles must be worn by all persons while on the firing range. Prescription lenses or sunglasses may be worn if they are made of shatter resistant plastic and provide wrap around protection.
2. All persons must wear ear plugs or muff type hearing protectors while on the firing range.
3. Ideally, students should wear both types of hearing protectors to ensure the best possible protection.
4. Appropriate range attire, including but not limited to, long pants, shirt, proper footwear, and a baseball-style cap must be worn. As an added safety precaution, instructors and recruits should consider wearing body armor while on the firing range.

F. First Aid Kit

1. A first aid or trauma kit must be available at the range in the event of a medical emergency. Radio, telephone or cellular phone communication capability must also be available at the range.
2. In rural or hard to find ranges, local emergency medical personnel should be notified in advance that firearms training is taking place and directions to the range provided.

G. Reduction of Hazards

1. Eating, drinking, smoking, chewing tobacco or gum is prohibited while on the firing range. Shooters and firearms instructors should wash their hands and faces upon going to lunch and at the conclusion of the training day to minimize the possibility of lead ingestion.

H. Cleaning Equipment

The training division will have an area for gun cleaning and shall provide cleaning equipment, including but not limited to brushes, solvent, oil, patches, and rags.

I. Other Equipment

1. Light Bars
2. Vehicles/Headlights
3. Flashlights
4. "Dummy" rounds – Inert plastic practice rounds
5. Staple guns and staples
6. Whistle
7. Stop watch
8. Target pasters/overlays
9. Markers and pens
10. Clip board and record keeping forms

J. Conduct of Training

A. Safety

1. **SAFETY is Everyone's Responsibility!**

2. Any safety violation must be reported to the range safety officer or firearms instructor immediately.
3. The *Cardinal Rules of Firearms Safety*, range safety rules, and all other firearms safety procedures must be followed. Unsafe or careless behavior will not be tolerated. The Cardinal Rules of Firearms Safety include:
 - a. All firearms are loaded.
 - b. Point the muzzle in a safe direction
 - c. Keep your finger off the trigger, firmly registered along the frame of the weapons until you are on target and have decided to fire.
 - d. Be aware of your target, and its surroundings.
4. Instructors are responsible for inspecting the range prior to conducting dry or live firing in order to ensure that no safety hazards exist for the recruits.
5. Instructors are also responsible for reporting injuries and training accidents to the department in a timely manner.

B. Instructor Certification

All Range masters, firearms instructors, range safety officers, and firing line officers **SHALL** have a municipal police instructor (MPI) number designating certification as a police firearms instructor as specified in 37 Pa. Code §203.72 (a)(2)(ii)(B).

C. Instructor : Student Ratios

A ratio of one instructor per every four students for static exercises on the range to enhance coaching and teaching opportunities while students are on the firing line. When conducting tactical exercises, especially in adverse lighting, a one to one (1:1), or one to two (1:2) ratio should be considered for safety and teaching requirements. *Safety is always the key factor when deciding how many instructors will be needed for a particular class.*

2. Term

The term of this Agreement shall be for five (5) years with an automatic renewal to occur every five (5) years thereafter unless terminated by written notice of either party hereto six (6) months prior to the date of expiration.

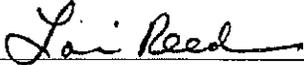
3. Conditions

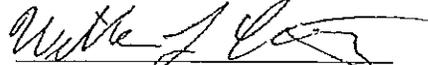
All other terms and conditions of the Agreement not modified by this Addendum shall remain in full force and effect.

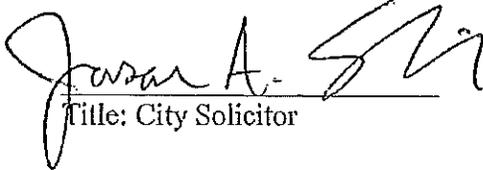
IN WITNESS WHEREOF, the parties hereto have executed this Addendum this
_____ day of _____, 2014.

CITY OF SCRANTON

ATTEST:


Title: City Clerk


Title: Mayor

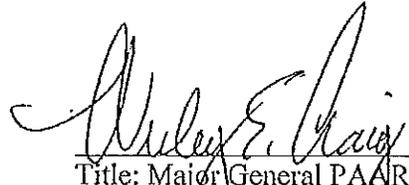

Title: City Solicitor


Title: City Controller

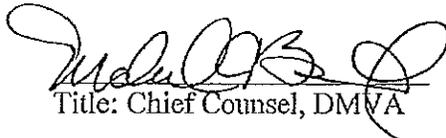
COMMONWEALTH OF PENNSYLVANIA

ATTEST:

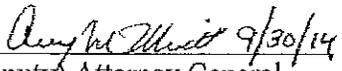

Title: Director, Bureau of Facilities and
Engineering
Secretary, State Armory Board


Title: Major General PAARNG
The Adjutant General

Approved as to legality and form.


Title: Chief Counsel, DMVA


Office of General Counsel


(Deputy) Attorney General

2005

COOPERATIVE AGREEMENT

BETWEEN

CITY OF SCRANTON
AND
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

BACKGROUND

- 1) On July 22, 1975, the Commonwealth of Pennsylvania received a Deed for land located in South Abington Township and Newton Township, Lackawanna County, more particularly described in the said Deed recorded in the Lackawanna County Recorder of Deeds Office in Deed Book 857 pages 520 through 529 inclusive. The lands described therein contain approximately seventy-eight and six-tenths (78.6) acres as described in Parcels I, II and III therein and are hereinafter referred to as Leach Range.
- 2) The Leach Range property is owned by the Commonwealth of Pennsylvania for use of the Department of Military and Veterans Affairs (hereinafter called "DMVA") and the Pennsylvania National Guard. The Leach Range property falls under the jurisdiction and control of the State Armory Board, a departmental administrative board within DMVA.
- 3) The Grantors of the Leach Range created restrictive covenants on the usage of said lands which include, *inter alia*; military purposes; firing range; training site; administrative storage compound; assembly area; construction of military facilities and utilization of the land in community/military related activities.
- 4) The Grantors further covenanted that the Commonwealth of Pennsylvania shall maintain, care for safeguard and preserve the lands at its cost and expense.
- 5) For several years, the Scranton Police Department (hereinafter called "SPD") has had the privilege to use the above-described premises for the purposes of: firing range training; qualifying officers in standard operating procedures and training; and other training needs including, but not limited to weapons qualification.

PURPOSE

- 6) The purpose of this Cooperative Agreement is to document and set forth the framework for cooperation between the City of Scranton, SPD, and DMVA with respect to Leach Range. It sets forth the potential improvements to be made to Leach Range by the City of Scranton for community-related activities such as: police training; defensive-driving course; canine training; weapons qualification and firing range training and qualification.

Exhibit "A"

TERMS AND CONDITIONS:

Now, therefore, the parties hereto, in consideration of the mutual premises hereof and the mutual benefits hereby conferred, and in consideration of authorization to use Leach Range for community/military related activities, hereby agree as follows:

- 7) DMVA and the Pennsylvania National Guard shall have the paramount right of the Commonwealth, and/or its subsidiaries and departments, including but not limited to: the Pennsylvania National Guard; the DMVA; and/or the State Armory Board to schedule use of Leach Range for military purposes. Except when emergency or exigent circumstances require otherwise, DMVA will endeavor to give the forty-eight (48) hours advance notice to the SPD of military use of the range.
- 8) DMVA hereby licenses and permits the SPD to operate Leach Range as provided herein. It is understood and agreed that the SPD shall have the right to schedule any usage of Leach Range by other communities or entities and shall deny usage of the range based on its discretion and in compliance with the restrictive covenants described in paragraph 3 and more fully set forth in the Deed described in paragraph 1, provided that nothing in this agreement shall be construed to limit or diminish the rights of DMVA as described in paragraph 7 hereof.
- 9) DMVA hereby licenses and permits the SPD to construct improvements to the site, including but not limited to, a defensive driving course and a pavilion provided that any proposed improvements must be approved in writing by the DMVA and subject to the Commonwealth's finding that said improvements do not interfere with the primary military purposes of the property.
- 10) The SPD shall maintain the lands described herein and is hereby authorized to collect any and all sums of money from other communities or organizations for their respective use of the lands for the maintenance, care and safeguarding of the lands. The SPD shall reserve the right to deny use of the lands to those entities who neglect and/or abuse the privilege of using the lands and/or failing to reimburse the Police Department for the cost of maintenance, care and upkeep of the lands.
- 11) The City of Scranton expressly agrees to indemnify, hold harmless and defend, the Commonwealth of Pennsylvania, the Department of Military and Veterans Affairs, the State Armory Board, the local Armory Board and their officials, members, employees, agents and assigns from against any liability, claim, damage or otherwise, of whatsoever nature or howsoever caused, arising out of, or related to, the use by the City of Scranton of the said Leach Range. This paragraph covers death, personal injury and damage to, destruction or loss of property to persons using the Leach Range. This indemnification does not extend to other users of the lands. It is specifically agreed to as consideration for entering into this Agreement.
- 12) In addition to the provisions of paragraph 11 stated above, and not by way of limitation thereof, the City of Scranton shall, prior to commencing use of Leach Range, provide the Commonwealth with proof of its insurance both self insurance and excess insurance

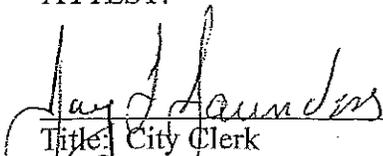
indicating that the City of Scranton has full liability coverage for all risks associated with its use of Leach Range.

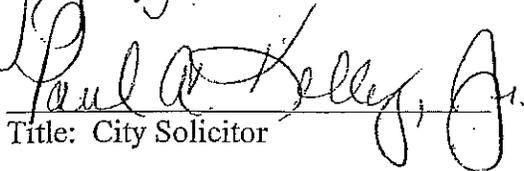
- 13) This Agreement is made under subject to the rules and regulations of the State Armory Board which are incorporated by reference herein and made part hereof.
- 14) The City of Scranton shall ensure that its use of Leach Range shall comply with all applicable federal, state, and local laws and regulations to include health, sanitation, and licensing requirements. The City of Scranton and the SPD agree that they shall not discriminate against any person on the basis of race, color, creed, national origin, sex, age or handicapped status with regard to its use of the premises.
- 15) No termination of this Agreement shall deprive the Commonwealth of any action for damages, nor shall any remedy hereby provided exclude any other to which the Commonwealth might otherwise be entitled.
- 16) If the Commonwealth determines that the City of Scranton has violated any provisions of this Agreement, it may terminate the Agreement at once and the Commonwealth may choose to pursue any other remedies it may possess at law or equity to recover damages or obtain other appropriate relief as a result of the breach of any condition of this Agreement by the City of Scranton.
- 17) It is the intent of this Cooperative Agreement that the parties will work in a cooperative basis to accomplish the purposes of this Agreement and to carry out the terms and contents hereof.

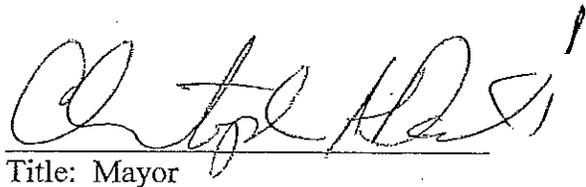
IN WITNESS WHEREOF, the parties to this Cooperative Agreement, have executed it this 14th day of June, 2005.

CITY OF SCRANTON

ATTEST:


Title: City Clerk


Title: City Solicitor


Title: Mayor

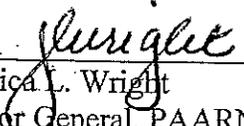

Title: City Controller

COMMONWEALTH OF PENNSYLVANIA

ATTEST:

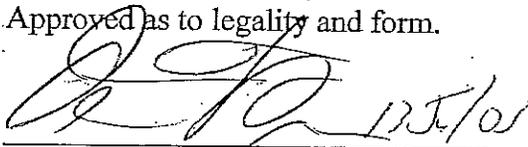


Duke Munford
Director, Bureau of Facilities and Engineering
Secretary, State Armory Board

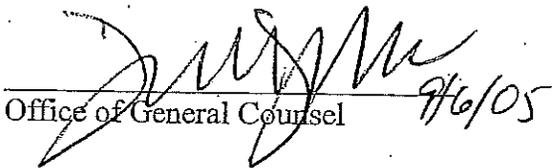


Jessica L. Wright
Major General, PAARNG
The Adjutant General

Approved as to legality and form.



Dennis Guise, Chief Counsel, DMVA



Office of General Counsel 9/6/05



(Deputy) Attorney General



DEPARTMENT OF LAW

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

October 18, 2017

RECEIVED

OCT 19 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 AN ADDENDUM TO THE COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON ("CITY") AND THE DEPARTMENT OF MILITARY AND VETERANS AFFAIRS ("DMVA") TO FURTHER AMEND THE COOPERATION AGREEMENT TO PERMIT THE SCRANTON POLICE DEPARTMENT'S FORCE ENTRY TACTICAL TEAM TO CONDUCT EXPLOSIVE ENTRY TRAINING ON THE LEACH RANGE PROPERTY.

Respectfully,

Jessica Eskra (s)
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 PETROLEUM TRADERS CORPORATION TO PROVIDE 80,000 GALLONS (MORE OR LESS) LOW SULFUR DIESEL FUEL TO THE CITY OF SCRANTON DEPARTMENT OF PUBLIC WORKS FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

WHEREAS, a request for Proposal was advertised to provide the city bulk oil delivered, and three (3) proposals were submitted for review; and

WHEREAS, after review of the proposal submitted it was determined that it would be in the best interest of the City to award the Contract to Petroleum Traders Corporation 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 Petroleum Traders Corporation to provide 80,000 gallons (more or less) low sulfur diesel fuel to the City of Scranton Department of Public Works 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

PETROLEUM TRADERS CORPORATION.
7120 POINTE INVERNESS WAY
FORT WAYNE, TN 46804
PHONE NO. (800) 348-3705 x4

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 delivering low sulfur diesel fuel to the Department of Public Works. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

80,000 Gallons (More or Less) Low Sulfur Diesel Fuel
for the Period January 1, 2018 through December 31, 2018
to the City of Scranton, Department of Public Works,
101 West Poplar Street per the attached 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 Petroleum Traders Corporation dated October 9, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Specifications and letter 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 Specifications and letter attached hereto. Said Specifications and letter 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 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: _____

PETROLEUM TRADERS CORPORATION

BY:

TITLE: _____

DATE: _____



DEPARTMENT OF PUBLIC WORKS

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



Date: October 12, 2017

Subject: City of Scranton
Bids for Diesel Fuel

To: Jessica Eskra, Esquire
City Solicitor

From: Dennis Gallagher *DG*
Director Public Works

This is to inform you that we intend to award a contract to Petroleum Traders Corp. This contract is for 80,000 gallons (more or less) Low Sulfur Diesel Fuel for January 1, 2018 to December 31, 2018. Petroleum Traders Corp. 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

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



SCRANTON

October 11, 2017

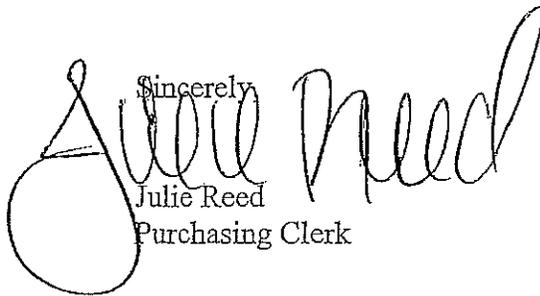
Mr. Dennis Gallagher
DPW Director
101 W. Poplar Street
Scranton, Pa. 18508

Dear Mr. Gallagher,

This is to inform you that bids were opened Wednesday, October 11, 2017 in Council Chambers for the City of Scranton 80,000 Gallons (More or Less) Low Sulfur Diesel Fuel for the Period of January 1, 2018 thru December 31, 2018. Attached are the copies of the bids submitted by the following companies:

Papco, Inc.
Talley Petroleum Enterprises, Inc.
Petroleum Traders Corp.

Thank you for your cooperation in this matter

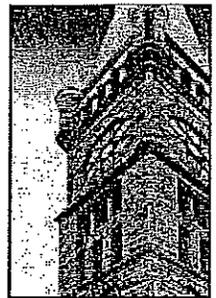
Sincerely,

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

September 14, 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 Wednesday, October 11, 2017 at 10:10 A.M. for the following:

**80,000 Gallons (More or Less) Low Sulpher Diesel Fuel
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,

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

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 Eskra, 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, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA., UNTIL WEDNESDAY, OCTOBER 11, 2017 AT 10:10 AM 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:

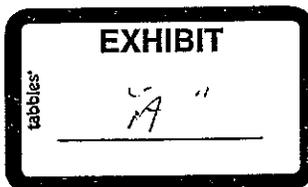
80,000 GALLONS (MORE OR LESS) LOW SULFUR DIESEL FUEL
FOR THE PERIOD
JANUARY 1, 2018 THRU DECEMBER 31, 2018
AS PER SPECIFICATIONS

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4TH 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:

80,000 GALLONS LOW SULFUR DIESEL FUEL

PRICE PER GALLON

FOR THE PERIOD
JANUARY 1, 2018 THRU DECEMBER 31, 2018
AS PER SPECIFICATIONS

***PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ON ALL PRODUCTS AND ARE BASED UPON PREVAILING RETAIL & WHOLESALE MARKET PRICES. INVOICES ARE DUE WITHIN SEVEN (7) DAYS OF DELIVERY.**

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: _____

BULK DIESEL DELIVERIES

80,000 Gallons Diesel (summer and winter) (more or less).

Diesel Fuel for winter months must be a treated for winter use.

Purchases will be based on 7,500 gallons per purchase and be tax-free.

Low bidder will furnish the City of Scranton with information on the State Liquid Fuel Tax in January of the following year, along with a letter stating the Fuel tax has been paid.

Said Diesel will be delivered to City of Scranton, Department of Public Works, 101 West Poplar Street, Scranton, PA 18508.

All Invoices will be submitted to City of Scranton, Department of Public Works, 101 West Poplar Street, Scranton, PA 18508

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, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA., UNTIL WEDNESDAY, OCTOBER 11, 2017 AT 10:10 AM 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:

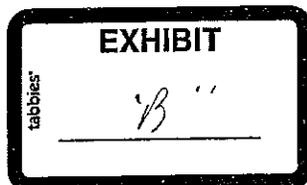
80,000 GALLONS (MORE OR LESS) LOW SULFUR DIESEL FUEL
FOR THE PERIOD
JANUARY 1, 2018 THRU DECEMBER 31, 2018
AS PER SPECIFICATIONS

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4TH 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



BULK DIESEL DELIVERIES

80,000 Gallons Diesel (summer and winter) (more or less).

Diesel Fuel for winter months must be a treated for winter use.

Purchases will be based on 7,500 gallons per purchase and be tax-free.

Low bidder will furnish the City of Scranton with information on the State Liquid Fuel Tax in January of the following year, along with a letter stating the Fuel tax has been paid.

Said Diesel will be delivered to City of Scranton, Department of Public Works, 101 West Poplar Street, Scranton, PA 18508.

All Invoices will be submitted to City of Scranton, Department of Public Works, 101 West Poplar Street, Scranton, PA 18508

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 10/9/17

Petroleum Traders
(Name of Bidder)

By Gayle Newton

Title Gayle Newton, Contract Sales Manager

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 10/9/17

Petroleum Traders Corporation
(Name of Bidder)

By Gayle Newton
Title Gayle Newton, Contract Sales Manager

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Indiana
COUNTY OF Allen

Gayle Newton being first duly sworn, deposes and says that

- 1. She is agent
(Owner, partner, officer, representative or agent)
of Petroleum Traders Corporation, 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 Gayle Newton
Gayle Newton, Contract Sales Manager
TITLE

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 9th DAY OF October 2017

Michelle Beard
Title Michelle Beard

MY COMMISSION EXPIRES June 10, 2018



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

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

OWNER:

(Name, legal status and address)

City of Scranton, PA
340 North Washington Ave
Scranton, PA 18503

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

BOND AMOUNT: \$ 500

PROJECT:

(Name, location or address, and Project number, if any)

Delivery of 80,000 gallons of diesel fuel.

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 _____ day of _____

(Witness)


(Witness) Karissa A. Stora

Petroleum Traders Corporation

(Principal) _____ *(Seal)*

By: Gayle Newton, Contract Sales Manager
(Title)

The Hanover Insurance Company

(Surety) _____ *(Seal)*

By: Deborah L. Burton, Attorney-in-Fact
(Title)



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Deborah L. Burton

of Louisville, KY and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Surety Bond Number: Bid Bond

Principal: Petroleum Traders Corporation

Obligee:

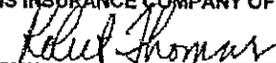
and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

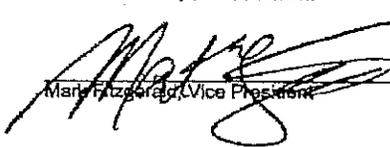
"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of October 2011.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Robert Thomas, Vice President


Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 6th day of October 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018


Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th day of October 2011.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Glenn Margosian, Vice President



DEPARTMENT OF LAW

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

October 18, 2017

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

RECEIVED

OCT 19 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 PETROLEUM TRADERS CORPORATION TO PROVIDE 80,000 GALLONS (MORE OR LESS) LOW SULFUR DIESEL FUEL TO THE CITY OF SCRANTON DEPARTMENT OF PUBLIC WORKS FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

Respectfully,

A handwritten signature in black ink, appearing to read "Jessica L. Eskra".

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 D. G. NICHOLAS COMPANY TO PROVIDE THE CITY BULK OIL DELIVERED FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

WHEREAS, a request for Proposal was advertised to provide the city bulk oil delivered; and only one (1) proposal was submitted for review; and

WHEREAS, after review of the proposal submitted it was determined that it would be in the best interest of the City to award the Contract to D.G. Nicholas 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 D.G. Nicholas Company to provide the city bulk oil delivered 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

D. G. NICHOLAS CO.
P.O. BOX 270
SCRANTON, PA 18501
PHONE NO. (570) 342-7683

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 bulk
oil delivered for city owned vehicle. The Contractor hereby covenants, contracts and agrees to
furnish Scranton with:

BULK OIL DELIVERED 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 D. G. Nicholas Co. dated October 6, 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 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: _____

D. G. NICHOLAS CO.

BY:

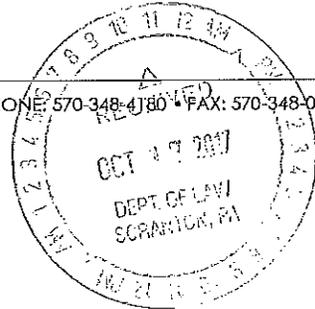
TITLE: _____

DATE: _____



DEPARTMENT OF PUBLIC WORKS

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



Date: October 12, 2017

Subject: City of Scranton
Bids for Bulk Oil Delivered

To: Jessica Eskra, Esquire
City Solicitor

From: Dennis Gallagher 
Director Public Works

This is to inform you that we intend to award a contract to D. G. Nicholas Co. This contract is for bulk oil from January 1, 2018 to December 31, 2018. D. G. Nicholas Co. was the lowest, most responsible bidder.

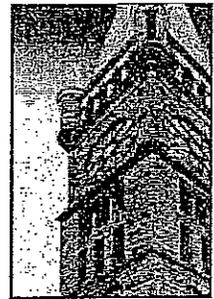
Please prepare the necessary contracts.

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

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



SCRANTON

October 11, 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 Wednesday, October 10, 2017 in Council Chambers for **Bulk Oil Delivered for the Period January 1, 2018 thru December 31, 2018.**

Attached is the copy of the bid submitted by the following companies:

D.G. Nicholas Co.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Julie Reed". The signature is written in black ink and is positioned above the typed name and title.

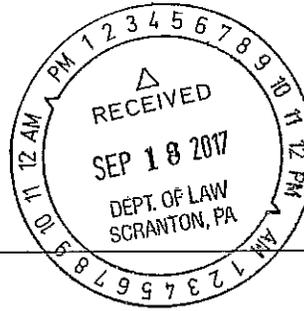
Julie Reed
Purchasing Clerk

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

September 14, 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 Wednesday, October 11, 2017 at 10:00 A.M. for the following:

Bulk Oil Delivered
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 Eskra, 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, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA., UNTIL WEDNESDAY, OCTOBER 11, 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:

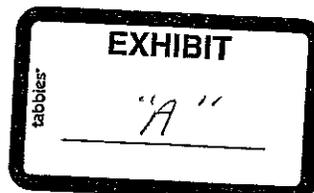
BULK OIL DELIVERED
FOR THE PERIOD
JANUARY 1, 2018 THRU DECEMBER 31, 2018
AS PER SPECIFICATIONS

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4TH 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 HEREBY DECLARES THAT THE UNDERSIGNED HAS 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:

BULK OIL DELIVERED
FOR THE PERIOD
JANUARY 1, 2018 THRU DECEMBER 31, 2018
AS PER SPECIFICATIONS

SEE ATTACHED SHEET
PRICE PER GALLON

PLEASE INDICATE THE AMOUNT OVER THE WHOLESALE COST OF OIL WHICH THIS AMOUNT REPRESENTS: \$ _____.
NOTE THAT PURSUANT TO THE TERMS OF THIS BID PROPOSAL, THE PRICE/COST OF OIL MAY FLUCTUATE OVER THE TERM OF THIS ONE-YEAR CONTRACT. THE CITY OF SCRANTON REQUIRES, AS A CONDITION OF THIS BID, THAT THE PRICE DIFFERENTIAL STATED ABOVE WILL REMAIN CONSTANT IN RELATION TO THE WHOLESALE COST OF OIL TO THE BIDDER.

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ _____, (REPRESENTING 10% OF THE BID, SAID BID TO BE CALCULATED AT THE RATE STATED OVER THE TERM OF THE CONTRACT). 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 AMOUNT OF 100% OF THE TOTAL CONTRACT 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: _____

SPECIFICATIONS FOR BULK OIL DELIVERY:

Successful bidder must equal or exceed these specifications.

Hydraulic Oil	275 Gallons or More	\$ _____/per gallon
15-40 Oil	275 Gallons or More	\$ _____/per gallon
80-90W- Keg-	#16 Gallon	\$ _____/per keg
Multi-Vehicle ATF	Transmission Oil or Equivalent	\$ _____/per gallon
5W/30 Motor Oil	or Equivalent	\$ _____/per gallon

The price quoted will necessarily fluctuate with the price of oil. Bidder represents that its price will never exceed the differential stated on this bid between the wholesale cost of oil per gallon and the charge to The City Of Scranton for a gallon of oil. Bidder understands that this price could go up or down. Each fluctuation must be accompanied by written notice of the wholesale cost of oil from the manufacturer.

**** DUE TO THE NUMEROUS BULK OIL SPECIFICATIONS, 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, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA., UNTIL WEDNESDAY, OCTOBER 11, 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:

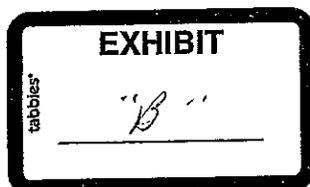
BULK OIL DELIVERED
FOR THE PERIOD
JANUARY 1, 2018 THRU DECEMBER 31, 2018
AS PER SPECIFICATIONS

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4TH 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 HEREBY DECLARES THAT THE UNDERSIGNED HAS 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:

BULK OIL DELIVERED
FOR THE PERIOD
JANUARY 1, 2018 THRU DECEMBER 31, 2018
AS PER SPECIFICATIONS

SEE ATTACHED SHEET
PRICE PER GALLON

PLEASE INDICATE THE AMOUNT OVER THE WHOLESALE COST OF OIL WHICH THIS AMOUNT REPRESENTS: \$.90.
NOTE THAT PURSUANT TO THE TERMS OF THIS BID PROPOSAL, THE PRICE/COST OF OIL MAY FLUCTUATE OVER THE TERM OF THIS ONE-YEAR CONTRACT. THE CITY OF SCRANTON REQUIRES, AS A CONDITION OF THIS BID, THAT THE PRICE DIFFERENTIAL STATED ABOVE WILL REMAIN CONSTANT IN RELATION TO THE WHOLESALE COST OF OIL TO THE BIDDER.

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ 500.00, (REPRESENTING 10% OF THE BID, SAID BID TO BE CALCULATED AT THE RATE STATED OVER THE TERM OF THE CONTRACT). 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 AMOUNT OF 100% OF THE TOTAL CONTRACT IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ to be determined.

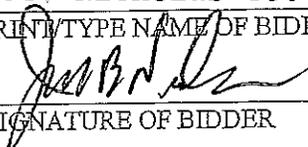
IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

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 1 day OF THE AWARDING OF THE CONTRACT.

D.G. Nicholas Co.
PRINT TYPE NAME OF BIDDER

James B. Nicholas

DATE 10/6/17


SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR CORPORATION

COMPANY NAME: D.G. Nicholas Co.

Corp.

ADDRESS:

P.O. Box 270

Scranton PA 18501

IF INCORPORATED, UNDER THE LAWS
OF WHAT STATE?

Pennsylvania

TELEPHONE NO: 570-342-7683 #128

SPECIFICATIONS FOR BULK OIL DELIVERY:

Successful bidder must equal or exceed these specifications.

Hydraulic Oil 275 Gallons or More	\$ 5.00	/per gallon	
15-40 Oil 275 Gallons or More	\$ 6.90	/per gallon	
80-90W- Keg- #16 Gallon	\$ 189.95	/per keg	
Multi-Vehicle ATF Transmission Oil or Equivalent	\$ 9.00	/per gallon	Full SYN
5W/30 Motor Oil or Equivalent	\$ 5.25	/per gallon	Semi SYN

The price quoted will necessarily fluctuate with the price of oil. Bidder represents that its price will never exceed the differential stated on this bid between the wholesale cost of oil per gallon and the charge to The City Of Scranton for a gallon of oil. Bidder understands that this price could go up or down. Each fluctuation must be accompanied by written notice of the wholesale cost of oil from the manufacturer.

**** DUE TO THE NUMEROUS BULK OIL SPECIFICATIONS, 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.

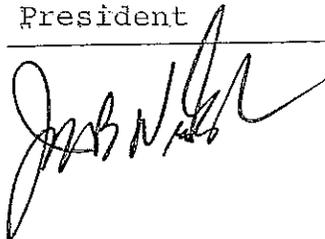
Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date 10/6/17

D.G. Nicholas Co.
(Name of Bidder)

By James B. Nicholas

Title President



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

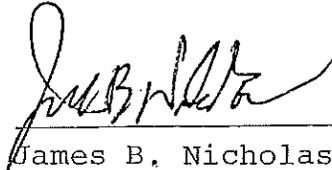
STATE OF Pennsylvania
COUNTY OF Lackawanna

James B. Nicholas being first duly sworn, deposes
and says that

1. He is President
(Owner, partner, officer, representative or agent)
of D.G. Nicholas Co., 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



James B. Nicholas President

TITLE

SUBSCRIBED AND SWORN TO BEFORE ME BARBARA Bisignani
THIS 10th DAY OF October 2017

Notary Public
Title Barbara Bisignani

MY COMMISSION EXPIRES 9-5-18

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Barbara A. Bisignani, Notary Public
City of Scranton, Lackawanna County
My Commission Expires Sept. 5, 2018



DEPARTMENT OF LAW

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

October 18, 2017

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

RECEIVED

OCT 19 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 D. G. NICHOLAS COMPANY TO PROVIDE THE CITY BULK OIL DELIVERED FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

Respectfully,

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

JLE/sl

RESOLUTION NO.

2017

APPOINTMENT OF THOMAS GALELLA, SR, 112 PELLER AVENUE, SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER OF THE BOARD OF THE SCRANTON HOUSING AUTHORITY. MR. GALELLA WILL BE REPLACING BILL EAGAN WHOSE TERM EXPIRED SEPTEMBER 27, 2017. MR. GALELLA WILL BE APPOINTED TO A FIVE (5) YEAR TERM EFFECTIVE OCTOBER 12, 2017 AND WILL EXPIRE ON SEPTEMBER 27, 2022.

WHEREAS, Bill Eagan's term on the Board of the Scranton Housing Authority expired on September 27, 2017; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Thomas Galella, Sr. as a member of the Board of the Scranton Housing Authority to replace Bill Eagan. Mr. Galella's term will expire on September 27, 2022

WHEREAS, Thomas Galella, Sr. has the requisite, experience, education and training necessary to serve on the Board of the Scranton Housing Authority.

NOW, THEREFORE, BE IT RESOLVED that Thomas Galella, Sr, 112 Peller Avenue, Scranton, Pennsylvania is hereby appointed as a member of the Board of the Scranton Housing Authority to replace Bill Eagan whose term expired on September 27, 2017. Mr. Galella's term will expire on September 27, 2022.

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.



OFFICE OF THE MAYOR

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

October 12, 2017

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

RE: Scranton Housing Authority

Dear Council Members:

Please be advised that I am appointing Thomas Galella, Sr., 112 Peller Avenue, Scranton, Pennsylvania 18505 as a member of the Board of the Scranton Housing Authority.

Mr. Galella will be replacing Bill Eagan whose term expired on September 27, 2017.

Mr. Galella will be appointed to a five year term effective October 12, 2017 and will expire on September 27, 2022.

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

Sincerely,


William L. Courtright
Mayor, City of Scranton

CC: Scranton Housing Authority
Jessica Eskra, City Solicitor
David Bulzoni, Business Administrator
Thomas Galella



DEPARTMENT OF LAW

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

October 18, 2017

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

RECEIVED

OCT 19 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPOINTMENT OF THOMAS GALELLA, SR, 112 PELLER AVENUE, SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER OF THE BOARD OF THE SCRANTON HOUSING AUTHORITY. MR. GALELLA WILL BE REPLACING BILL EAGAN WHOSE TERM EXPIRED SEPTEMBER 27, 2017. MR. GALELLA WILL BE APPOINTED TO A FIVE (5) YEAR TERM EFFECTIVE OCTOBER 12, 2017 AND WILL EXPIRE ON SEPTEMBER 27, 2022.

Respectfully,

Jessica Eskra (s)

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 MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON ("CITY") AND ELECTRIC CITY TELEVISION ("ECTV") SETTING FORTH THE TERMS AND CONDITIONS REGARDING THE OBLIGATIONS OF ECTV TO THE CITY AND THE DISBURSEMENT AND USE OF EDUCATIONAL AND GOVERNMENTAL ("EG") CAPITAL GRANT FUNDS.

WHEREAS, the current Cable Franchise Agreement between the City and Comcast requires Comcast to provide the City with one Educational Channel and one Government Channel (collectively, the "EG Channels") for the City's exclusive use to provide community programming related to educational and governmental activities; and

WHEREAS, ECTV has provided and cablecast local community programing on the City's Governmental Channel including but not limited to community events, local concerts, and public meetings, including Scranton City Council meetings for many years; and

WHEREAS, ECTV's obligations to the City and the Disbursement and Use of Educational and Governmental "EG" Capital Grant Funds are more fully described in the Memorandum of Understanding, a copy of which is attached hereto, marked as Exhibit "A", and incorporated herein by reference hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into the Memorandum of Understanding by and between the City and ECTV attached hereto as Exhibit "A", setting forth the terms and conditions regarding the obligations of ECTV to the City and disbursement and use of EG Capital Grant Funds.

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 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.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SCRANTON AND ELECTRIC CITY TELEVISION

This Memorandum of Understanding (“MOU”) is executed as of this _____ day of _____, 2017 (“Effective Date”) by and between the City of Scranton (“City”), a municipal corporation of the Commonwealth of Pennsylvania, and Electric City Television (“ECTV”), a private non-profit organization located in the City of Scranton. The purpose of this MOU is to set forth the terms and conditions regarding the obligations of ECTV to the City and the disbursement and use of Educational and Governmental (“EG”) capital grant funds.

WHEREAS, Section 611 of the federal Communications Act, 47 U.S.C. § 531, authorizes municipalities to require cable operators to set aside channel capacity for public access, educational, and governmental (“PEG”) programming; and

WHEREAS, the current Cable Franchise Agreement (“Agreement”) between the City and Comcast requires Comcast to provide the City with one Educational Channel and one Governmental Channel (collectively, the “EG Channels”) for the City’s exclusive use to provide community programming related to educational and governmental activities; and

WHEREAS, pursuant to Section 7.3 of the Agreement, Comcast has agreed to provide the City with an EG Capital Grant to be used to support of the production of programming for the EG Channels; and

WHEREAS, for many years, ECTV has produced and cablecast local community programming on the City’s Governmental Channel, including but not limited to, community events, local concerts, and public meetings including Scranton City Council meetings.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intended to be legally bound hereby, the City and ECTV agree as follows:

1. EG Access Administrator

The City hereby designates ECTV as the Administrator of the Governmental Channel of the City of Scranton. ECTV is responsible for all programming, scheduling, and administration of the Governmental Channel under the supervision and on behalf of the City. This designation of ECTV as Administrator of the City’s Governmental Channel is revocable at will in writing at any time by the Mayor of the City of Scranton.

2. Responsibility of Administration

The City Law Department shall be responsible for the administration of this MOU.

3. Disbursement and Payment Schedule of Capital Grant Funds to ECTV

a. The Agreement between the City and Comcast provides for financial support to the City for the City's EG Channels in the form of an EG Capital Grant ("Capital Grant"). Section 7.3 of the Agreement states that Comcast shall provide the City with a monetary EG Capital Grant in the amount of Two Hundred Thousand Dollars (\$200,000) to be used in the support of the production of programming for the EG Channels. This EG Capital Grant is to be disbursed in two installments: 1) \$100,000 on or before thirty (30) days after the effective date of the Agreement; and 2) \$100,000 on or before twelve (12) months after the effective date of the Agreement.

b. The City agrees to remit One Hundred Seventy Thousand Dollars (\$170,000) of the Capital Grant it receives from Comcast to ECTV for its use in the production of EG Channel programming, provided that ECTV complies with its obligations as prescribed in this MOU and as reviewed by the City Law Department. The City's disbursement of these funds is further conditioned upon receipt of the funds from Comcast, and will be made pursuant to the following payment schedule:

i. The City will provide ECTV with the sum of Fifty-Six Thousand Six Hundred and Sixty-Seven Dollars (\$56,667) on or before thirty (30) days following the Effective Date of this MOU;

ii. The City will disperse the remaining One Hundred Thirteen Thousand and Three Hundred Thirty-Three Dollars (\$113,333) at a date yet to be determined at the signing of this MOU. The date/dates at which these remaining funds will be dispersed shall be at the full discretion of the City.

iii. The disbursements of funds as set forth above in Section 3(b)(i) will occur if, and only if:

(a) ECTV complies with its obligations as prescribed in this MOU and as reviewed by the City Law Department; and

(b) The Agreement between Comcast and the City is not revoked or otherwise terminated prior to the next disbursement of funds.

4. Programming Requirements

It shall be a requirement that ECTV produce and cablecast on the Governmental Channel a minimum of ten (10) hours of locally produced, non-repetitive, and non-character generated community programming on a weekly basis.

5. Non-Commercial Use

The Governmental Channel may not be used for advertising or commercial fundraising. ECTV may, however, enter into underwriting or sponsorship arrangements with third party entities that conform to the sponsorship guidelines utilized by the Public Broadcasting Service (PBS).

6. Permitted Uses for Capital Grant Funds

Any Capital Grant funds that the City remits to ECTV pursuant to this MOU shall be used for capital costs only related to the production of Governmental Channel programming.

7. ECTV's Fiscal Responsibility

a. ECTV shall administer all funds received by the City in a fiscally prudent manner consistent with the requirements of this MOU and all applicable laws and regulations. ECTV is prohibited from using such funds in a manner that is wasteful or financially irresponsible.

b. ECTV shall maintain its tax-exempt status pursuant to Section 501(c)(3) of the United States Internal Revenue Code. ECTV shall not engage in any activities inconsistent with its tax exempt status.

c. ECTV shall implement and maintain internal financial controls, record-keeping and financial management consistent with the reasonable practices applicable to non-profit organizations.

8. Reporting Requirements

ECTV shall submit the following reports and information to the City Law Department. In addition, the City reserves the right to request and receive any additional information from ECTV deemed relevant to the oversight of ECTV as the City's designated Governmental Channel Administrator.

a. On or before December 31 of each year, ECTV shall provide to the City Law Department the following information regarding its operations:

- i. A financial statement showing actual operating revenues and expenditures for the prior fiscal year. The statement shall be in a format acceptable to the City.
- ii. The City Law Department shall review the financial statement and may request additional information.

b. On or before December 31 of each year, ECTV shall provide to the City Law Department the following information regarding its revenues and expenses:

- i. A statement, by line item and cost, of all capital and operational expenditures by ECTV for the prior fiscal year. The proposed capital statement shall be in a format that is acceptable to the City.
- ii. A statement, by line item and cost, of any and all expenditures made by ECTV in the prior fiscal year from the funds disbursed by the City.
- iii. The City Law Department shall review the statements and may request additional information.

9. Audit Rights

On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of ECTV's financial records that are related to ECTV's operation of the Governmental Channel and the use of City funds. ECTV shall provide the City with copies of any documentation requested by the City relative to the audit.

10. Term

This MOU shall commence on the Effective Date and shall expire on the same date as the expiration date of the Agreement, unless terminated earlier by the City. The City may terminate this MOU for any reason upon thirty (30) days written notice to ECTV. Should ECTV no longer wish to administer the City's Governmental Channel, it shall provide the City with six (6) months prior written notice at which point this MOU shall terminate.

11. Independent Contractor

ECTV is an independent contractor with no principal/agent or other relationship created as a result of this MOU. If any third persons or other entities are employed or otherwise engaged by ECTV, such third persons or other entities shall be exclusively under the control of ECTV and shall have no legal relationship with the City. As such, all terms of such engagement such as hours, wages, working conditions, discipline, etc. shall be determined by ECTV. Any volunteers or employees of ECTV, including but not limited to, directors and community producers, shall be exclusively under the control of ECTV. ECTV assumes all liability for all acts and omissions of such persons or other entities which occur within the scope of their engagement as it relates to ECTV's business.

12. Indemnification and Insurance

a. ECTV shall indemnify and hold the City, its elected and appointed officials, officers, agents, and employees harmless from any liability arising from EG access programming or ECTV's use of access facilities or equipment. The obligation to indemnify shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, attorneys' fees, court costs, and all other costs of such indemnification. Claims related to such liability include, but are not limited to, libel, slander, invasion of privacy, infringement of common law or

statutory copyright, unauthorized use of trademark, breach of contract, obscenity, personal injury, property damage, or any other claims for damage or injury in law or equity. ECTV is not liable for any statements made by public citizens in the course of public meetings.

b. ECTV must obtain and maintain adequate insurance of types and amounts prescribed by the City Law Department and which identify the City as additional named insured.

13. Assignment

Neither this MOU nor any interest herein shall be assigned by ECTV to any other entity without the prior express written authorization of the City.

14. No Third-Party Beneficiaries.

Nothing in this MOU is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this MOU.

15. Governing Law

The laws of the Commonwealth of Pennsylvania shall govern this MOU.

16. Notices

All formal notices to be given by either party must be given in writing via regular mail and addressed as follows:

If to the City:

City Law Department
City of Scranton
340 North Washington Avenue
Scranton, PA 18503

The City may specify any change of address in writing to ECTV.

If to the ECTV:

Electric City Television
114 Wyoming Avenue
Scranton, PA 18503

ECTV may specify any change of address in writing to the City.

17. Entire Agreement

This MOU is the entire agreement of the parties regarding the operation of the Governmental Channel and the obligations of the parties with respect to such Channel and supersedes all prior negotiations and agreements whether written or oral regarding the subject matter contemplated herein. This MOU may only be amended by a written instrument signed by both parties.

WITNESS our hands and official seals, this ___ day of _____ 2017.

[SIGNATURE PAGE TO FOLLOW]

CITY OF SCRANTON

City Controller

Date: _____

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

Business Administrator

Information Technology Director

APPROVED AS TO FORM:

City Solicitor

ATTEST:

ELECTRIC CITY TELEVISION (ECTV)

By: _____

Name (Print): _____

Title: _____

Date: _____



DEPARTMENT OF LAW

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

October 18, 2017

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

RECEIVED

OCT 19 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 MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON ("CITY") AND ELECTRIC CITY TELEVISION ("ECTV") SETTING FORTH THE TERMS AND CONDITIONS REGARDING THE OBLIGATIONS OF ECTV TO THE CITY AND THE DISBURSEMENT AND USE OF EDUCATIONAL AND GOVERNMENTAL ("EG") CAPITAL GRANT FUNDS.

Respectfully,

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

JLE/sl