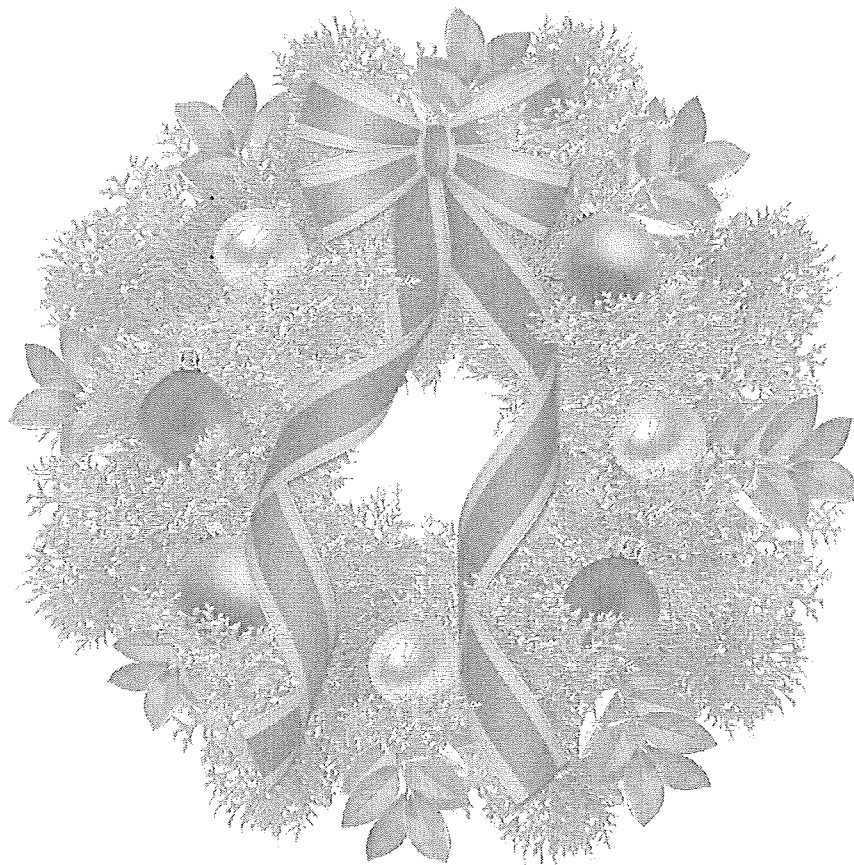


**Wilkes-Barre Area School District**  
**AGENDA**



**Regular Meeting**  
**Monday, December 7, 2020**



**BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE**

Rev. Shawn Walker, Chairperson

TO: The President and Members of the Wilkes-Barre Area School Board.

The Budget Finance/Material & Supplies/Contracted Services Committee respectfully submits the following reports and recommendations:

**A. Administrative**  
**1. Capital Projects**

That approval be given to the below listed payments:

A1.1	Apollo Group, Inc.	New High School Project	Capital Projects	App. No. 38	\$119,192.80
A1.2	Apollo Group, Inc.	New High School Project	Capital Projects	App. No. 39	\$59,163.54
A1.3	Geo-Science Engineering & Testing, LLC	New High School Project	Capital Projects	Inv. #019637	\$32,114.00
A1.4	11400, Inc.	New High School Project	Capital Projects	App. No. 3	\$15,930.00
A1.5	Benell, Inc.	New High School Project	Capital Projects	App. No. 19	\$110,967.13
A1.6	Duggan & Marcon, Inc.	New High School Project	Capital Projects	App. No. 10	\$187,562.70
A1.7	Everon Electrical Contractors, Inc	New High School Project	Capital Projects	App. No. 19	\$414,687.58
A1.8	Quandel Construction Group, Inc.	New High School Project	Capital Projects	App. No. 19	\$3,203,863.24
A1.9	Scranton Sheet Metal, Inc.	New High School Project	Capital Projects	App. No. 18	\$867,892.50
A1.10	Stell Enterprises, Inc.	New High School Project	Capital Projects	App. No. 14	\$333,139.50
A1.11	Triangle Fire Protection, Inc.	New High School Project	Capital Projects	App. No. 11	\$18,450.00
A1.12	Borton Lawson Engineering, Inc.	New High School Project	Capital Projects	2017-3091-001-0000034	\$11,344.37
A1.13	Borton Lawson Engineering, Inc.	New High School Project	Capital Projects	2017-3091-001-0000035	\$4,645.78
A1.14	WKL Architecture	New High School Project	Capital Projects	Inv. #35	\$3,700.00
A1.15	WKL Architecture	New High School Project	Capital Projects	Inv. #36	\$13,700.00
A1.16	PA Dept. of Transportation	New High School Project	Capital Projects	Inv. # 1802542204	\$3,402.22
A1.17	PA Dept. of Transportation	New High School Project	Capital Projects	Inv. # 1802549935	\$1,983.28
A1.18	PA Dept. of Transportation	New High School Project	Capital Projects	Inv. # 1802549938	\$3,801.43





**BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE**

A1.19	PLACE Structural Design, LLC	New High School Project	Capital Projects	Inv.# 2075-01	\$3,375.00
A1.20	PLACE Structural Design, LLC	New High School Project	Capital Projects	Inv.# 2075.01-01	\$1,755.00
A1.21	PLACE Structural Design, LLC	New High School Project	Capital Projects	Inv. # 2075.02-01	\$135.00
A1.22	Linde Corporation	Ann Street Sewer Project	Capital Projects	App. No. 4	\$83,373.68
A1.23	Borton Lawson Architecture	Plains Stadium Complex Design	Capital Projects	BA19-4471-002- BLA0003	\$54,299.38
A1.24	Borton Lawson Architecture	Plains Stadium Complex Design	Capital Projects	BA19-4471-002- BLA0004	\$41,440.95
A1.25	Borton Lawson Architecture	Plains Stadium Complex Design	Capital Projects	BA19-4471-002- BLA0005	\$24,475.10
A1.26	Borton Lawson Architecture	Plains Stadium Complex Design	Capital Projects	BA19-4471-002- BLA0006	\$41,426.78
A1.27	Borton Lawson Architecture	Plains Stadium Complex Design	Capital Projects	BA19-4471-002- BLA0007	\$51,430.99
A1.28	Borton Lawson Engineering, Inc.	Plains Stadium Complex Design	Capital Projects	2019-4471-002- 0000006	\$81,603.17
A1.29	Borton Lawson Architecture	Plains Stadium Complex Design	Capital Projects	BA19-4471-002- BLA0009	\$21,213.63
A1.30	Borton Lawson Engineering, Inc.	Plains Stadium Complex Design	Capital Projects	2019-4471-002- 0000010	\$61,764.00

**2. Capital Reserve**

A2.1	Apollo Group, Inc.	Kistler Roof Project	Capital Projects	App. No. 1	\$8,194.00
A2.2	The Citizen's Voice	Kistler Roof Project	Capital Projects	Inv. # 1020185303	\$642.50
A2.3	Times Leader	Kistler Roof Project	Capital Projects	Trans.# 300997532	\$1,070.00

**3. That approval be given to ratify the following Capital Project checks:**

Pennsylvania American Water Co.	New High School Project	Capital Projects	Check #351	\$946.92
PPL Electric Utilities Corp.	New High School Project	Capital Projects	Check #352	\$1,579.27
Pennsylvania American Water Co.	New High School Project	Capital Projects	Check #353	\$1,239.76
PPL Electric Utilities Corp.	New High School Project	Capital Projects	Check #354	\$1,548.68



BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

4. To approve the submission of PlanCon Part H, Project Financing documents and related materials to the Pennsylvania Department of Education regarding PDE Project #3885 (New High School Project – Plains Township). **“Exhibit A”**
5. That approval be given to PPL for relocation of Verizon pole along the corner of N. River Street and Courtright Ave. at a cost of \$1,724.00.
6. That ratification be given to the Repository Tax Sale by Northeast Revenue Service, LLC, as agent for the Luzerne County Tax Claim Bureau as follows:

Property Address	Parcel No.	Proposed Bid
Vacant Lot Wilkes-Barre City	73-H10NW3-016-011	\$520.00
Trailer Park Jumper Road.	50-G11-T02-167-000	\$500.00
Vacant Land Buck Twp.	05-K14-00A-027	\$500.00
Wilkes-Barre	73-I9NW2-019-006-000	\$500.00

7. The District is in receipt of the approval, by the Pennsylvania Department of Education, Bureau of Budget and Fiscal Management of PlanCon Part I: Interim Reporting Project No. 3885 – Change Order Nos: 2.01.011 Site; 2.02/04.012 General; 2.08.003 HVAC; 2.09.09 Electrical; 2.02/04.013 Building Shell/General Trades. **“Exhibit B”**



PART H: PROJECT FINANCING  
BOARD TRANSMITTAL

"Exhibit A"

DISTRICT/CTC: Wilkes-Barre Area School District COUNTY: Luzerne  
PRJT BLDG NAME: New High School - Plains Township PROJECT #: 3885

ALL PRJTS	CTC	PAGE #	
<u>X</u>		H02	Project Financing
<u>X</u>		H03	Summary of Sources and Uses of Funds
<u>X</u>		H04	Microfilm Certification By Architect
<u>X</u>			Payment Schedule for Issue/Note
<u>X</u>			Signed Board Resolution Authorizing Financial Transaction (including the Form of Bond/Note)
<u>X</u>			Signed Bond/Note Purchase Contract <u>or</u> Completed and Signed Form of Bid from Successful Bidder
<u>N/A</u>			Signed Lease Agreement <u>or</u> Loan Agreement
<u>N/A</u>			Signed Swap Transaction Confirmation, if applicable
<u>X</u>			Microfilm of Final Drawings and Specifications
<u>N/A</u>			Documentation on Quarterly/Semi-Annual Payments (For Variable Rate Issues Only)
	<u>N/A</u>		CTC Articles of Agreement

The financial consultant for financing method #1 is: CaseCon Capital, Inc.  
Name of Company or Firm

The person to be contacted if there are any questions about Series of 2016 is:  
Michael P. Judge, President 570-417-3661  
Financial Consultant's Name and Position Phone Number Fax Number

The financial consultant's address is: 31 Hamilton Road, Dallas, PA 18612

The financial consultant's e-mail address is: casecon3@verizon.net

The financial consultant for financing method #2 is: CaseCon Capital, Inc.  
Name of Company or Firm

The person to be contacted if there are any questions about Series of 2019 is:  
Michael P. Judge, President 570-417-3661  
Financial Consultant's Name and Position Phone Number Fax Number

The financial consultant's address is: 31 Hamilton Road, Dallas, PA 18612

The financial consultant's e-mail address is: casecon3@verizon.net

The architectural firm for this project is: A+E Group JV

The architect for this project is:  
Kira Kinsman, AIA; Harry Rutledge, FAIA 570-822-8500 570-822-0297  
Architect's Name and Position Phone Number Fax Number

The architect's address is: 140 Maffet Street, Wilkes-Barre, PA 18702

The architect's e-mail address is: jcooney@aegroup.org

The school administrator to be contacted if there are any questions about Part H is:  
Brian Costello, Superintendent 570-826-7111 570-819-5010  
District/CTC Administrator's Name and Position Phone Number Fax Number

The school administrator's e-mail address is: bcostello@wbasd.k12.pa.us

This certifies that the attached materials were approved for submission to the Pennsylvania Department of Education by board action.

BOARD ACTION DATE: \_\_\_\_\_

VOTING: AYE \_\_\_\_\_ NAY \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Signature, Board Secretary Thomas Telesz, Controller  
Board Secretary's Name, Printed or Typed

Wilkes-Barre Area SD, 730 South Main Street, Wilkes-Barre, PA 18702  
District/CTC Address Date

REVISED JULY 1, 2010 FORM EXPIRES 6-30-12 PLANCON-H01



**SUMMARY OF SOURCES AND USES OF FUNDS**

District/CTC: Wilkes-Barre Area School District		Financing Name: General Obligation Bonds Series 2016 B	
REPORT TO THE PENNY - DO NOT ROUND			
	SERIES: 2016 B CLOSING DATE: 12/8/2016	SERIES: _____ CLOSING DATE: _____	SERIES: _____ CLOSING DATE: _____
<b>SOURCES:</b>			
Bond Issue (Par)	27,410,000.00		
Net Original Issue Discount/Premium	2,392,185.45		
Accrued Interest			
Other Sources of Funds (Specify) (Exclude Anticipated Interest Earnings)			
1. Interest earned	156,479.97		
2. _____			
3. _____			
4. _____			
<b>TOTAL - Sources of Available Funds</b>	<b>29,958,665.42</b>		
<b>USES:</b>			
Deposit to Construction Fund - High School	16,561,583.52		
<b>Issuance Costs:</b>			
1. Underwriter Fees	219,280.00		
2. Bond Insurance	179,662.71		
3. Bond Counsel	58,577.35		
4. School Solicitor			
5. Financial Advisor	109,640.00		
6. Paying Agent/Trustee Fees and Expenses	1,758.05		
7. Capitalized Interest			
8. Printing	3,906.78		
9. Rating Fees	37,426.99		
10. Computer Fees			
11. CUSIP	637.00		
12. Internet Auction Administrator			
13. Underwriter's Counsel	19,533.92		
14. _____			
<b>Total - Issuance Costs</b>	<b>630,422.80</b>		
Accrued Interest			
Other Uses of Funds (Specify)			
1. 2015 Note (Mackin)	9,505,168.34		
2. Mackin Improvements	3,000.00		
3. Other Improvements (non Plancon)	3,258,490.76		
4. _____			
<b>TOTAL - USES OF AVAILABLE FUNDS</b>	<b>29,958,665.42</b>		

**SUMMARY OF SOURCES AND USES OF FUNDS**

District/CTC: Wilkes-Barre Area School District	Financing Name: General Obligation Bonds Series 2019
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**REPORT TO THE PENNY - DO NOT ROUND**

	SERIES: 2019 CLOSING _____ DATE: 4/15/2019	SERIES: _____ CLOSING _____ DATE: _____	SERIES: _____ CLOSING _____ DATE: _____
<b>SOURCES:</b>			
Bond Issue (Par)	123,295,000.00		
Net Original Issue Discount/Premium	3,742,668.55		
Accrued Interest			
Other Sources of Funds (Specify) (Exclude Anticipated Interest Earnings)			
1. Grant Funding _____	769,356.00		
2. _____			
3. _____			
4. _____			
<b>TOTAL - Sources of Available Funds</b>	<b>127,807,024.55</b>		
<b>USES:</b>			
Deposit to Construction Fund - High School	96,322,047.02		
<b>Issuance Costs:</b>			
1. Underwriter Fees	801,417.50		
2. Bond Insurance	428,251.02		
3. Bond Counsel	92,237.50		
4. School Solicitor			
5. Financial Advisor	80,000.00		
6. Paying Agent/Trustee Fees and Expenses	1,500.00		
7. Capitalized Interest	10,488,300.00		
8. Printing	5,000.00		
9. Rating Fees	131,700.00		
10. Computer Fees			
11. CUSIP	1,028.00		
12. Internet Auction Administrator			
13. Underwriter's Counsel _____	70,000.00		
14. _____			
<b>Total - Issuance Costs</b>	<b>12,099,434.02</b>		
Accrued Interest			
Other Uses of Funds (Specify)			
1. Deposit to Construction Fund (non PlanCon)	19,385,543.51		
2. _____			
3. _____			
4. _____			
<b>TOTAL - USES OF AVAILABLE FUNDS</b>	<b>127,807,024.55</b>		



MICROFILM CERTIFICATION BY ARCHITECT

District/CTC: Wilkes-Barre Area School District County: Luzerne

School Name: New High School - Plains Township Project #: 3885

As the architect of record for the above named school district/career and technical school for said project, I certify to the best of my knowledge and belief that the enclosed microfilm of the final drawings and specifications include all construction drawings and related documents for the general, electrical, plumbing, HVAC and other prime contracts, except asbestos abatement, awarded for this project.

\_\_\_\_\_  
Signature, Architect . Jude L. Cooney  
Architect's Name, Printed or Typed .

A+E Group JV \_\_\_\_\_  
Architectural Firm's Name and Address Date

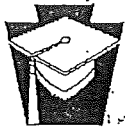
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COMPLETE THIS SECTION FOR ASBESTOS ABATEMENT (IF APPLICABLE)

As the architect/engineer for the above named school district/career and technical school for said project, I certify to the best of my knowledge and belief that the enclosed microfilm of the final drawings and specifications include all construction drawings and related documents for the asbestos abatement prime contract awarded for this project.

\_\_\_\_\_  
Signature, Architect/Engineer Architect/Engineer's Name, Printed or Typed

\_\_\_\_\_  
Architectural Firm's Name and Address Date





November 9, 2020

Mr. Thomas Telesz  
Board Secretary  
Wilkes-Barre Area School District  
730 South Main Street  
Wilkes-Barre, PA 18711

**RE: PLANCON PART I: INTERIM REPORTING**

PROJECT NO.: 3885  
PROJECT BUILDING NAME: Wilkes-Barre High School  
TYPE WORK: New Construction  
COUNTY: Luzerne  
BOARD ACTION: May 31, 2019  
CHANGE ORDER NOS.: 2.01.011 Site, 2.02.04.012 General,  
2.08.003 HVAC, 2.09.09 Electrical

Dear Mr. Telesz:

The materials for PlanCon Part I "Interim Reporting" for the above-referenced project have been reviewed and approved.

This approval allows the school district to enter into contract for the above noted change orders. It is the school district's responsibility to ensure compliance with applicable laws, regulations, standards, and bidding procedures.

Departmental approval is based on a limited review of the documents submitted. If information reviewed subsequent to this approval violates law, policy or procedure, the Department reserves the right to rescind any and all approvals affected.

The materials have been reviewed for compliance with Act 34 of 1973 and found to be acceptable. Act 34 of 1973 requires a second public hearing if the Maximum Building Construction Cost established at the time of the final bids, PlanCon Part G "Project Accounting Based on Bids", Page G13, Line C, equals or exceeds by eight percent the amount approved by the Department of Education based on estimates, Page G13, Line B. If change orders, supplemental contracts, or costs for movable fixtures and equipment in excess of the amount reported on Page G02, Line C1, cause this limit to be exceeded, a second public hearing must be held. For this project, the Act 34 Maximum Building Construction Cost, as reported on Page G13, Line C, is \$82,606,538. The Act 34 Maximum Building Construction Cost based on estimates plus eight percent, as reported on Page G13, Line B, is \$111,944,413.

If, at any time during construction, the Maximum Building Construction Cost, as reported on Page G13, Line C, exceeds the Aggregate Building Expenditure Standard, Page G16, line E, this project will require a referendum. The Aggregate Building Expenditure Standard for this project is \$120,451,036.

*[Faint, illegible text]*

Bureau of Budget and Fiscal Management  
333 Market Street | Harrisburg, PA 17126 | 717.787.5993 | F 717.705.6805 | www.education.state.pa.us

Mr. Telesz  
Page 2  
November 9, 2020

PlanCon Part I accounts for changes resulting from change orders and supplemental contracts occurring subsequent to PlanCon Part F approval. As indicated in the PlanCon Part I instructions, school districts must obtain Departmental approval prior to entering into contract for change orders and supplemental contracts greater than +/- \$21,000 once the cumulative total for all change orders/supplemental contracts exceeds the total contract award (base bid and accepted alternates) by +/- three percent or +/- \$300,000, whichever is lesser. Failure to obtain written Part I approval prior to entering into contract and/or initiating the work will result in the corresponding change orders and supplemental contracts becoming ineligible for reimbursement.

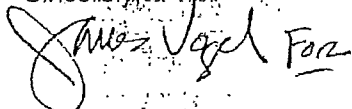
Based upon the information in this Part I submittal, Departmental approval was required for Change Order Numbers 2.01.011, 2.02/04.012, 2.08.003, and 2.09.09. However, Part I approval cannot be issued for work in Change Order Numbers 2.01.011, 2.02/04.012, and 2.09.09 that has already been contracted and/or initiated. As such, said portions of work in these three change orders are ineligible for reimbursement.

Please note that this ineligibility for reimbursement has no impact on the project's overall reimbursement formula since PlanCon Part G costs at the time of overall project award have already maximized the formula.

Please note that any adjustment to reimbursement will be accomplished at PlanCon Part J "Project Accounting Based on Final Costs". Upward adjustments are generally limited to an amount not greater than \$300,000 or three percent of the original contract award (base bid plus accepted alternates) for work done within three years of the receipt of the original bids.

This document should be entered into the minutes of the next school board meeting. If you have any questions, please contact James Vogel at 717.787.5993.

Sincerely,



Jessica Sites, Director  
Bureau of Budget and Fiscal Management

cc: A & E Group  
Project File - 3885



November 9, 2020

Mr. Thomas Telesz  
Board Secretary  
Wilkes-Barre Area School District  
730 South Main Street  
Wilkes-Barre, PA 18711

**RE: PLANCON PART I: INTERIM REPORTING**

PROJECT NO.: 3885  
PROJECT BUILDING NAME: Wilkes-Barre High School  
TYPE WORK: New Construction  
COUNTY: Luzerne  
BOARD ACTION: October 26, 2020  
CHANGE ORDER NO.: 2.02/04.013 Building Shell/General Trades

Dear Mr. Telesz :

The materials for PlanCon Part I "Interim Reporting" for the above-referenced project have been reviewed and approved.

This approval allows the school district to enter into contract for the above noted change order. It is the school district's responsibility to ensure compliance with applicable laws, regulations, standards, and bidding procedures.

Departmental approval is based on a limited review of the documents submitted. If information reviewed subsequent to this approval violates law, policy or procedure, the Department reserves the right to rescind any and all approvals affected.

The materials have been reviewed for compliance with Act 34 of 1973 and found to be acceptable. Act 34 of 1973 requires a second public hearing if the Maximum Building Construction Cost established at the time of the final bids, PlanCon Part G "Project Accounting Based on Bids", Page G13, Line C, equals or exceeds by eight percent the amount approved by the Department of Education based on estimates, Page G13, Line B. If change orders, supplemental contracts, or costs for movable fixtures and equipment in excess of the amount reported on Page G02, Line C1, cause this limit to be exceeded, a second public hearing must be held. For this project, the Act 34 Maximum Building Construction Cost, as reported on Page G13, Line C, is \$82,606,538. The Act 34 Maximum Building Construction Cost based on estimates plus eight percent, as reported on Page G13, Line B, is \$111,944,413.

If, at any time during construction, the Maximum Building Construction Cost, as reported on Page G13, Line C, exceeds the Aggregate Building Expenditure Standard, Page G16, line E, this project will require a referendum. The Aggregate Building Expenditure Standard for this project is \$120,451,036.

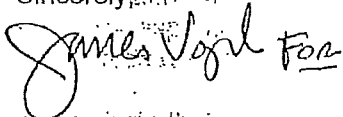
Mr. Telesz  
Page 2  
November 9, 2020

PlanCon Part I accounts for changes resulting from change orders and supplemental contracts occurring subsequent to PlanCon Part F approval. As indicated in the PlanCon Part I instructions, school districts must obtain Departmental approval prior to entering into contract for change orders and supplemental contracts greater than +/- \$21,000 once the cumulative total for all change orders/supplemental contracts exceeds the total contract award (base bid and accepted alternates) by +/- three percent or +/- \$300,000, whichever is lesser. Failure to obtain written Part I approval prior to entering into contract and/or initiating the work will result in the corresponding change orders and supplemental contracts becoming ineligible for reimbursement.

Please note that any adjustment to reimbursement will be accomplished at PlanCon Part J "Project Accounting Based on Final Costs". Upward adjustments are generally limited to an amount not greater than \$300,000 or three percent of the original contract award (base bid plus accepted alternates) for work done within three years of the receipt of the original bids.

This document should be entered into the minutes of the next school board meeting. If you have any questions, please contact James Vogel at 717.787.5993.

Sincerely,



Jessica Sites, Director  
Bureau of Budget and Fiscal Management

cc: A & E Group  
Project File - 3885

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

B. FEDERAL

That, in accordance with the authority of the Board, the following Federal AP Checks #2079 to #2139 and October Federal Wire Transfers #202000248 to #202000259 and November Federal Wire Transfers #202000312 to #202000322 which were drawn for payment since the last regular board meeting of the Board of Education held on October 26, 2020 be approved.





CHECK NUMBER	CHECK DATE	CHECK VENDOR	PO NUMBER	PO DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
2079	10/01/2020	AMP GLOBAL STRATEGIE	22100120	09/24/2020	RAISE - Kenwood Radios	156472	1,500.00
2080	10/01/2020	BEST BUY BUSINESS AD	22100105	09/15/2020	Title I - Laptop	4702107	373.11
2081	10/01/2020	KAMI	22100122	09/25/2020	RAISE - Digital classroom app - District Plan 20/21	INV-205739	10,000.00
	10/01/2020	KAMI	22100135	09/30/2020	RAISE - Additional License for Domain (2020-21)	INV-206006	4,000.00
2082	10/01/2020	LUZERNE INTERMEDIATE	0	09/26/2020	PERSONAL PROTECTION EQUIPMENT	LIU-028	44,225.00
2083	10/01/2020	SHI INTERNATIONAL CO	22100112	09/28/2020	RAISE - Webcams	B12354196	759.00
2084	10/01/2020	STAPLES INC	22100111	09/19/2020	ESSER - (Webcams) Sourcewell National Contract No. 012320-SCC	3456885240	22,500.00
2085	10/01/2020	STEP BY STEP LEARNIN	0	09/21/2020	2020-2021 PROFESSIONAL DEVELOPMENT FOR ST.NICHOLAS-ST.MARY'S	SNSM-09212	38,529.00
2086	10/01/2020	VOCABULARY.COM	22100101	09/15/2020	RAISE - Vocabulary.com 1 year License Renewal	V1071294	4,500.00
2087	10/08/2020	AMAZON CAPITAL SERVI	22100119	10/05/2020	RAISE - ipad chargers/wires	19WX-9Q3M-	19.78
	10/08/2020	AMAZON CAPITAL SERVI	22100119	09/30/2020	RAISE - ipad chargers/wires	1419-TGVW-	49.45
	10/08/2020	AMAZON CAPITAL SERVI	22100119	09/25/2020	RAISE - ipad chargers/wires	1KYF-1RJL-	835.87
	10/08/2020	AMAZON CAPITAL SERVI	22100121	09/26/2020	PCCD - Plexiglass face shields	1KYF-1RJL-	131.94
	10/08/2020	AMAZON CAPITAL SERVI	22100134	10/01/2020	Title I - wireless keyboard/mouse	1RDT-4T6G-	25.49
	10/08/2020	AMAZON CAPITAL SERVI	22100139	10/01/2020	PCCD - Disposable underpads	11Q3-GYCV-	92.94
2088	10/08/2020	AMERISTAR FACILITY S	0	09/25/2020	COUGHLIN / EMERGENCY DISINFECTING SERVICES	47386	2,400.00
	10/08/2020	AMERISTAR FACILITY S	0	09/25/2020	MACKIN / EMERGENCY DISINFECTING SERVICES	47390	1,880.00
	10/08/2020	AMERISTAR FACILITY S	0	09/25/2020	FLOOD / EMERGENCY DISINFECTING SERVICES	47391	2,200.00
2089	10/08/2020	APPLE INC EDUCATION	22100136	09/30/2020	RAISE - iPad Pencils	AD06799678	1,335.00
2090	10/08/2020	CDW GOVERNMENT, INC	22100014	09/28/2020	PA Smart - STEM Portion	2016387	7,770.00
	10/08/2020	CDW GOVERNMENT, INC	22100014	08/28/2020	PA Smart - STEM Portion	.2WX3574	17,370.70
2091	10/08/2020	CDW GOVERNMENT, INC	22100006	08/28/2020	ESSER - Hybrid Classroom	ZXB2209	1,742.20
	10/08/2020	CDW GOVERNMENT, INC	22100006	08/27/2020	ESSER - Hybrid Classroom	ZWV6480	5,985.30
	10/08/2020	CDW GOVERNMENT, INC	22100006	09/01/2020	ESSER - Hybrid Classroom	ZXY9619	6,380.00
	10/08/2020	CDW GOVERNMENT, INC	22100006	09/30/2020	ESSER - Hybrid Classroom	ZR00148915	13,200.00
2092	10/08/2020	KURTZ BROTHERS	22100062	09/30/2020	Title I Parent Engagement (Flood) crayons/scissors/glue sticks	48986.01	5.40
	10/08/2020	KURTZ BROTHERS	22100062	08/31/2020	Title I Parent Engagement (Flood) crayons/scissors/glue sticks	48986.00	438.50
	10/08/2020	KURTZ BROTHERS	22100065	09/30/2020	Title I Parent Engagement (SPE) crayons/scissors/glue sticks	48985.01	5.79
	10/08/2020	KURTZ BROTHERS	22100065	08/31/2020	Title I Parent Engagement (SPE) crayons/scissors/glue sticks	48985.00	399.11
2093	10/08/2020	NOVA EQUIPMENT & SUP	22100138	10/02/2020	PCCD - Disposable Gowns	620-89-01	474.00
2094	10/08/2020	SCHOOL SPECIALTY, IN	22100128	09/29/2020	RAISE - Notebooks/Pencils (SPE)	2081262630	1,693.20
	10/08/2020	SCHOOL SPECIALTY, IN	22100129	09/29/2020	RAISE - Notebooks/Pencils (Dodson)	2081262630	1,146.60
	10/08/2020	SCHOOL SPECIALTY, IN	22100130	09/29/2020	RAISE - Notebooks/Pencils (Kistler)	2081262630	1,933.20

CHECK NUMBER	CHECK DATE	CHECK VENDOR	PO NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
2094	10/08/2020	SCHOOL SPECIALTY, IN	22100131	09/29/2020	RAISE - Notebooks/Pencils (Flood)	2081262630	1,266.60
	10/08/2020	SCHOOL SPECIALTY, IN	22100132	09/29/2020	RAISE - Notebooks/Pencils (Heights)	2081262630	1,933.20
2095	10/08/2020	SHI INTERNATIONAL CO	22100102	09/21/2020	Title I - HP Elitebook	B12314210	247.34
	10/08/2020	SHI INTERNATIONAL CO	22100102	09/22/2020	Title I - HP Elitebook	B12320145	2,115.22
	10/08/2020	SHI INTERNATIONAL CO	22100113	09/30/2020	RAISE (Flood) Document Cameras	B12378476	1,928.52
2096	10/08/2020	STAPLES INC	22100108	09/26/2020	Title I - Admin Supplies (ink/binders)	3457387480	192.63
	10/08/2020	STAPLES INC	22100108	09/19/2020	Title I - Admin Supplies (ink/binders)	3456849407	600.21
	10/08/2020	STAPLES INC	22100125	09/26/2020	Title I - (Gardner - Ink)	3457387485	155.74
2097	10/08/2020	VISUAL SOUND	22100123	09/22/2020	RAISE - SMARTBoards PEPPM Contract No. 528897-243	207546D1	31,500.00
2098	10/15/2020	AMAZON CAPITAL SERVI	22100144	10/06/2020	PCCD - Children masks	1FCY-7RGH-	189.50
	10/15/2020	AMAZON CAPITAL SERVI	22100143	10/06/2020	RAISE - Stylus Pens	1KR4-H6YW-	279.86
	10/15/2020	AMAZON CAPITAL SERVI	22100142	10/07/2020	PCCD - Kids Disposable Mask	16GR-49DQ-	1,431.10
	10/15/2020	AMAZON CAPITAL SERVI	22100146	10/14/2020	Title I - Monitor Stand	1K1V-731Y-	24.79
	10/15/2020	AMAZON CAPITAL SERVI	22100148	10/14/2020	PCCD - UV Sanitizer	171H-K141-	4,998.75
2099	10/15/2020	APPLE INC EDUCATION	22100127	10/01/2020	RAISE - iMac	AD07096121	199.99
	10/15/2020	APPLE INC EDUCATION	22100127	10/12/2020	RAISE - iMac	AD09642174	2,978.00
2100	10/15/2020	KICHI INC	0	09/18/2020	3PLY BLACK SIZE ADULT - WBA MEDIUM LOGO	2061	1,950.00
	10/15/2020	KICHI INC	0	10/11/2020	3PLY BLACK, SIZE ADULT WBA LOGO	2062	2,730.00
2101	10/15/2020	PAFPC	0	10/01/2020	2020 VIRTUAL SYMPOSIUM REGISTRATION FEE - MICHELE WILLIAMS	200002312	100.00
	10/15/2020	PAFPC	0	10/13/2020	2020 VIRTUAL SYMPOSIUM REGISTRATION FEE - TOM TELESZ	200002541	100.00
	10/15/2020	PAFPC	0	10/13/2020	2020 VIRTUAL SYMPOSIUM REGISTRATION FEE - LEAH ZIGMUND	200002537	125.00
2102	10/15/2020	POWERSCHOOL GROUP LL	0	06/03/2020	SW-TE-S-TE1110a: UT APPLICANT TRACKING 7/1/2020-6/30/2021	INV224137	5,833.10
2103	10/15/2020	ROCHESTER 100 INC	22100026	07/28/2020	RAISE - Flood (Folders)	INV57971	800.00
	10/15/2020	ROCHESTER 100 INC	22100058	08/20/2020	Title I Parent Engagement - Heights (Communication Folders)	INV63408	270.00
2104	10/15/2020	SCHOOL DATEBOOKS, IN	0	08/28/2020	ENGAGE 8.5x11	S20-019082	861.48
	10/15/2020	SCHOOL DATEBOOKS, IN	0	08/28/2020	CREATE 8.5x11	S20-019082	1,378.37
2105	10/15/2020	STAPLES INC	22100088	09/12/2020	RAISE (Dodson) Notebooks/Pencils	3456369521	181.44
	10/15/2020	STAPLES INC	22100088	10/03/2020	RAISE (Dodson) Notebooks/Pencils	3458155583	204.80
	10/15/2020	STAPLES INC	22100088	09/12/2020	RAISE (Dodson) Notebooks/Pencils	3456369520	243.20
2106	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / BALANCE LOC.53217	6514816	153.54
	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / FLOOD LOC. 53541	6363281	406.99
	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / HEIGHTS LOC.53662	6363283	406.99
	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / G.A.R. LOC.53664	6346109	37.10

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2106	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / G.A.R. LOC.53665	6051388	15.90
	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / WBA ADM.BLDG. LOC.53666	6346485	37.10
	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / MEYERS LOC.53667	6363286	406.99
	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / KISTLER LOC.53668	6363287	406.99
	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / SOLOMON-PLAINS LOC.53669	6508946	922.47
	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / COUGHLIN LOC.53672	6363285	406.99
	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / KISTLER LOC.54240	6514843	8.96
	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / DODSON LOC.55322	6363288	406.99
	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / G.A.R. LOC.55679	6363282	406.99
	10/15/2020	TULPEHOCKEN MOUNTAIN	0	09/30/2020	SPRING WATER PALLET / MACKIN LOC. 57843	6363284	406.99
2107	10/29/2020	AMAZON CAPITAL SERVI	22100121	10/19/2020	PCCD - Plexiglass face shields	1RPM-9MXL-	65.97
2108	10/29/2020	HMH PUBLISHING CO	22100145	10/13/2020	ESSER - (Gr 2-5 Student Spanish)	955024068	672.95
2109	10/29/2020	MARK ONE MANUFACTURI	22100150	10/19/2020	PCCD - Sanitizer	110423	9,996.15
	10/29/2020	MARK ONE MANUFACTURI	22100151	10/20/2020	PCCD - Wipes	110424	9,993.60
2110	10/29/2020	NDW HOLDINGS LLC	0	10/12/2020	SAFECHECK WALKTHROUGH BODY TEMPERATURE DETECTORS	0729W01WIL	32,674.00
2111	10/29/2020	PENNSYLVANIA PAPER &	2002100233	10/15/2020	ALCOHOL FOAMING HAND SANITIZER/COVID PCCD	S1428883.0	5,600.00
2112	10/29/2020	SCHOLASTIC CLASSROOM	22100018	10/19/2020	Title I - Kistler	M7038108 2	1,178.10
	10/29/2020	SCHOLASTIC CLASSROOM	22100020	10/18/2020	Title I - Meyers	M7048500 8	93.39
	10/29/2020	SCHOLASTIC CLASSROOM	22100019	10/19/2020	Title I - SPE	M7038109 0	1,178.10
	10/29/2020	SCHOLASTIC CLASSROOM	22100021	10/19/2020	Title I - Heights	M7038110 8	1,178.10
	10/29/2020	SCHOLASTIC CLASSROOM	22100029	10/19/2020	Title I - Flood	M7038107 4	1,178.10
Totals for checks							326,958.87

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2113	11/05/2020	AMAZON CAPITAL SERVI	22100165	10/24/2020	10/24/2020	ESSER - iPad cases	1K7V-DPQV-	2,961.40
	11/05/2020	AMAZON CAPITAL SERVI	22100164	10/21/2020	10/21/2020	ESSER - Webcam w/microphone	1XDT-YWVM-	31.99
	11/05/2020	AMAZON CAPITAL SERVI	22100161	10/25/2020	10/25/2020	ESSER - iPad Cases	1VNC-HP6L-	131.88
	11/05/2020	AMAZON CAPITAL SERVI	22100160	10/21/2020	10/21/2020	ESSER	16DK-CQHH-	791.28
	11/05/2020	AMAZON CAPITAL SERVI	22100159	10/20/2020	10/20/2020	ESSER - iPad cases	16CF-VPY-	59.70
	11/05/2020	AMAZON CAPITAL SERVI	22100158	10/20/2020	10/20/2020	ESSER - iPad Cases	1QNN-D4VG-	1,492.50
	11/05/2020	AMAZON CAPITAL SERVI	22100157	10/20/2020	10/20/2020	Title I - Parent Engagement (Mask Activity)	1LP3-FTJR-	64.76
2114	11/05/2020	APPLE INC EDUCATION	22100153	10/20/2020	10/20/2020	ESSER - Mac mini	AD12819766	11,780.00
2115	11/05/2020	ATHERTON, SANDY	0	10/29/2020	10/29/2020	MARCH 2020 MILEAGE	MARCH	120.18
	11/05/2020	ATHERTON, SANDY	0	10/29/2020	10/29/2020	SEPTEMBER 2020 MILEAGE	SEPT.	29.90
2116	11/05/2020	LRP PUBLICATIONS, IN	0	10/26/2020	10/26/2020	TITLE I ADMIN.COM - ANNUAL SUBSCRIPTION	4482362	1,215.00
2117	11/05/2020	ORIENTAL TRADING CO	22100147	10/14/2020	10/14/2020	Title I - Halloween crafts (Flood)	705668538-	253.64
2118	11/05/2020	PARSONS SALES CO, IN	1002100217	09/22/2020	09/22/2020	MULTIPLE FILTERS	202604	6,096.12
2119	11/05/2020	PENNSYLVANIA PAPER &	2002100234	10/21/2020	10/21/2020	ALCOHOL DISINFECTING WIPES/COVID PCCD	S1428901.0	9,900.00
	11/05/2020	PENNSYLVANIA PAPER &	2002100202	10/01/2020	10/01/2020	ALCOHOL DISINFECTING WIPES/WAREHOUSE COVID COSTARS CONTRACT 005-094	S1427878.0	7,920.00
	11/05/2020	PENNSYLVANIA PAPER &	2002100202	10/21/2020	10/21/2020	ALCOHOL DISINFECTING WIPES/WAREHOUSE COVID COSTARS CONTRACT 005-094	S1427878.0	8,514.00
2120	11/05/2020	POWERSCHOOL GROUP LL	0	05/31/2020	05/31/2020	UNIFIED TALENT (TalentEd) 7/1/2020-6/30/2021	INV223298	260.00
2121	11/12/2020	AMAZON CAPITAL SERVI	22100040	10/29/2020	10/29/2020	PCCD - Floor Tape (Kistler)	11W1-GTTF-	634.20
	11/12/2020	AMAZON CAPITAL SERVI	22100177	11/07/2020	11/07/2020	ESSER - Document Cameras	1YJR-F76K-	345.00
	11/12/2020	AMAZON CAPITAL SERVI	22100178	11/09/2020	11/09/2020	ESSER - Document Cameras	14H1-NM3V-	345.00
	11/12/2020	AMAZON CAPITAL SERVI	22100162	11/03/2020	11/03/2020	Title I Parent Engagement (Heights) - Ziploc Bags	1D9T-WNJW-	51.72
	11/12/2020	AMAZON CAPITAL SERVI	22100166	11/02/2020	11/02/2020	Title I Parent Engagement (All schools) Parent Bag items	1CY-DMIV-	53.28
	11/12/2020	AMAZON CAPITAL SERVI	22100166	11/02/2020	11/02/2020	Title I Parent Engagement (All schools) Parent Bag items	1DKR-1666-	173.55
2122	11/12/2020	APPLE INC EDUCATION	22100152	10/23/2020	10/23/2020	ESSER - Apple Pencils	AD14330568	36,490.00
2123	11/12/2020	IMAGINE LEARNING	0	10/29/2020	10/29/2020	IMAGINE LANGUAGE & LITERACY + GALILEO K-12 ANNUAL STUDENT LICENSE	1029202017	2,100.00
2124	11/12/2020	NOVA EQUIPMENT & SUP	22100140	10/07/2020	10/07/2020	Cleaning /PPE - Warehouse - County Cares	621-97-01	3,182.50
	11/12/2020	NOVA EQUIPMENT & SUP	22100149	10/22/2020	10/22/2020	PCCD - Hand Sanitizer	625-25-01	9,200.00
2125	11/12/2020	PENNSYLVANIA PAPER &	22100171	10/29/2020	10/29/2020	PCCD - Upright Vacuums	S1425827.0	2,233.08
	11/12/2020	PENNSYLVANIA PAPER &	22100172	10/29/2020	10/29/2020	PCCD - Floor Machines/Wet Dry Vacuums	S1430021.0	8,484.00
2126	11/12/2020	PETLOCK, MARY	0	09/17/2020	09/17/2020	TITLE I PARENT INVOLVEMENT REIM.- KINDERGARTEN ORIENTATION	9/16	661.44
2127	11/12/2020	SCHOOL SPECIALTY, IN	22100033	10/06/2020	10/06/2020	PCCD - White boards,markers,erasers (School Specialty subscribes to OMINA Partners)	2081263133	119.25
	11/12/2020	SCHOOL SPECIALTY, IN	22100033	10/27/2020	10/27/2020	PCCD - White boards,markers,erasers	2081264491	5,247.00

CHECK NUMBER	CHECK DATE	CHECK VENDOR	PO INVOICE NUMBER	PO INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
					(School Specialty subscribes to OMINA Partners)		
2127	11/12/2020	SCHOOL SPECIALTY, IN	22100033	09/14/2020	PCCD - White boards,markers,erasers	3081036353	29,219.50
					(School Specialty subscribes to OMINA Partners)		
	11/12/2020	SCHOOL SPECIALTY, IN	22100061	10/06/2020	PCCD - Dry Erase Markers/Erasers	2081263136	79.50
	11/12/2020	SCHOOL SPECIALTY, IN	22100061	10/06/2020	PCCD - Dry Erase Markers/Erasers	2081260645	1,703.80
	11/12/2020	SCHOOL SPECIALTY, IN	22100061	11/05/2020	PCCD - Dry Erase Markers/Erasers	2081265013	1,908.00
2128	11/12/2020	STAPLES INC	22100156	10/24/2020	PCCD - Otterbox UV Sanitizer	3459863794	5,894.00
	11/12/2020	STAPLES INC	22100169	10/31/2020	Title I - Printer Ink (Shanahan)	3460402886	86.43
	11/12/2020	STAPLES INC	22100170	10/31/2020	Title I - Printer Ink (Hayward)	3460402888	54.36
	11/12/2020	STAPLES INC	22100173	10/31/2020	Title I - Printer Ink	3460402889	54.36
2129	11/12/2020	TOTALLY PROMOTIONAL.	22100167	11/09/2020	Title I Parent Engagement - Hand sanitizer	SIN1154599	727.52
	11/12/2020	TOTALLY PROMOTIONAL.	22100168	11/09/2020	Title I Parent,Engagement - Stylus pens	SIN1154600	231.51
2130	11/19/2020	STAPLES INC	22100175	11/07/2020	Title I - Mouse/Mouse Pad	3461400879	68.98
2131	11/24/2020	STAPLES INC	22100099	09/12/2020	PCCD - Backpack/Handheld Disinfectant Sprayers Sourcewell National Contract #110415-SCC	3456369524	6,455.35
	11/24/2020	STAPLES INC	22100099	09/10/2020	PCCD - Backpack/Handheld Disinfectant Sprayers Sourcewell National Contract #110415-SCC (BACK ORDER- 9/10/20)	3461885613	17,325.00
2132	11/24/2020	AMAZON CAPITAL SERVI	22100182	11/20/2020	Title I Parent Engagement - drawstring bags and bag items	1LXM-QQ76-	798.87
2133	11/24/2020	APPLE INC EDUCATION	22100137	11/21/2020	RAISE - iPads	AD28660419	8,820.00
	11/24/2020	APPLE INC EDUCATION	22100154	11/21/2020	ESSER - MacBook Pro	AD28789422	1,699.00
	11/24/2020	APPLE INC EDUCATION	22100141	10/08/2020	iPads & Apple Pencils - County Cares Instructional/Technology - Admin	AD08516212	6,675.00
	11/24/2020	APPLE INC EDUCATION	22100141	11/20/2020	iPads & Apple Pencils - County Cares Instructional/Technology - Admin	AD28194935	47,040.00
	11/24/2020	APPLE INC EDUCATION	22100141	11/19/2020	iPads & Apple Pencils - County Cares Instructional/Technology - Admin	AD27122886	55,860.00
2134	11/24/2020	BARNES & NOBLE	2002100165	11/06/2020	BOOK TITLES/PRISON PROGRAM	4049862	362.98
2135	11/24/2020	GENERATION GENIUS, I	22100188	11/23/2020	ESSER - Generation Genius (5 schools prorated)	125126P	1,113.75
2136	11/24/2020	GOV CONNECTION INC	22100163	11/13/2020	ESSER - Adobe VIP Renewals	70649093	2,465.00
2137	11/24/2020	SCHOOLMART	22100181	11/17/2020	Title I Parent Engagement (GAR) - calculators	432462	1,248.37
2138	11/24/2020	STAPLES INC	22100179	11/14/2020	Title I - Printer Ink	3461885615	54.36
2139	11/24/2020	VISUAL SOUND	22100095	11/07/2020	RAISE - Learning Suite	20800D1	14,000.00

CHECK	CHECK		PO INVOICE	INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER
						AMOUNT

Totals for checks 324,888.01

CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
2000248	10/01/2020	WBASD - GENERAL FUND	10/01/2020	ECIA ADM. EMPL.TAX PR 10/1/20	OCT1	531.43
2000249	10/01/2020	WILKES-BARRE AREA SC	10/01/2020	ECIA ADM. GROSS PR 10/1/20	OCT1	1,247.24
2000250	10/06/2020	WBASD - GENERAL FUND	10/06/2020	FEDERAL SEPTEMBER 2020 INTEREST	16080	1,180.01
2000251	10/08/2020	WBASD - GENERAL FUND	10/08/2020	REIM - LIU UNIT #18 INVOICE 977	181117	7,129.80
2000252	10/08/2020	WBASD - GENERAL FUND	10/08/2020	ECIA INSTR. EMPL.TAX PR 10/9/20	18104	45,660.89
2000253	10/08/2020	WILKES-BARRE AREA SC	10/08/2020	ECIA INSTR. GROSS PR 10/9/20	18109	106,479.31
2000254	10/14/2020	WBASD - GENERAL FUND	10/14/2020	ECIA ADM. EMPL.TAX PR 10/15/20	24924	531.43
2000255	10/14/2020	WILKES-BARRE AREA SC	10/14/2020	ECIA ADM. GROSS PR 10/15/20	24927	1,247.24
2000256	10/23/2020	WBASD - GENERAL FUND	10/23/2020	ECIA INSTR. EMPL.TAX PR 10/26/20	34932	43,367.71
2000257	10/23/2020	WILKES-BARRE AREA SC	10/23/2020	ECIA INSTR. GROSS PR 10/26/20	34955	100,573.28
2000258	10/28/2020	WBASD - GENERAL FUND	10/28/2020	ECIA ADM. EMPL.TAX PR 10/29/20	39830	534.17
2000259	10/28/2020	WILKES-BARRE AREA SC	10/28/2020	ECIA ADM. GROSS PR 10/29/20	39844	1,247.24
Totals for checks						309,729.75

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
02000312	11/04/2020	WBASD - GENERAL FUND	11/04/2020	OCTOBER 2020 INTEREST / FNCB	48501	1,024.61
02000313	11/09/2020	WBASD - GENERAL FUND	11/09/2020	TITLE I (SUMMER) EMPL.TAX PR 11/10/20	53627	3,957.46
02000314	11/09/2020	WILKES-BARRE AREA SC	11/09/2020	TITLE I (SUMMER)GROSS PR 11/10/20	53631	9,240.00
02000315	11/09/2020	WBASD - GENERAL FUND	11/09/2020	ECIA INSTR. EMPL.TAX PR 11/10/20	53616	43,922.52
02000316	11/09/2020	WILKES-BARRE AREA SC	11/09/2020	ECIA INSTR. GROSS PR 11/10/20	53620	101,728.29
02000317	11/12/2020	WBASD - GENERAL FUND	11/10/2020	ECIA ADM. EMPL.TAX PR 11/12/20	55046	608.19
02000318	11/10/2020	WILKES-BARRE AREA SC	11/10/2020	ECIA ADM. GROSS PR 11/12/20	55049	1,420.06
02000319	11/24/2020	WBASD - GENERAL FUND	11/24/2020	ECIA ADM.EMPL.TAX PR 11/25/20	70222	547.36
02000320	11/24/2020	WILKES-BARRE AREA SC	11/24/2020	ECIA ADM. GROSS PR 11/25/20	70231	1,278.00
02000321	11/24/2020	WBASD - GENERAL FUND	11/24/2020	ECIA INSTR. EMPL.TAX PR 11/25/20	70239	43,869.12
02000322	11/24/2020	WILKES-BARRE AREA SC	11/24/2020	ECIA INSTR.GROSS PR 11/25/20	70241	100,904.69
Totals for checks						308,500.30



BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

C. GENERAL FUND/FOOD SERVICE

That payment be approved for the General Fund Wire Transfers #202011508 to #202011545; and General Fund checks #55376 to #55440 and Food Service checks #3504 to #3527 which were drawn for payment since the last regular board meeting of the Board of Education held on October 26, 2020 be approved.



CHECK NUMBER	CHECK VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	AMOUNT
02011508	WILKES-BARRE AREA SC	10/01/2020	F07-2 PR 1	F07-2 Admin PR - 10-1-2020	288,294.74
02011509	FEDERAL TRUST	10/01/2020	941 Pmt. 1	941 Pmt. - F07-2 PR - 10-1-2020	73,113.61
02011510	FEDERAL TRUST	10/02/2020	941 Pmt. 1	941 Pmt. F07-4 PR - 10-2-2020	2,122.80
02011511	WILMINGTON TRUST	10/01/2020	Debt Serv	Debt Service Pmt. - 10-1-2020	142,625.00
02011512	WBASD - FEDERAL PROG	10/05/2020	Fed Prg Sb	Fed Program Subsidy - 9-21-2020	518,219.44
02011513	NEPA SCHOOL DISTRICT	10/07/2020	HlthTrst P	Health Trust Payment - September 2020	301,312.37
02011514	WILKES-BARRE AREA SC	10/07/2020	F07-6 PR 1	F07-6 Teacher PR - 10-9-2020	1,408,618.34
02011515	FEDERAL TRUST	10/07/2020	941 Pmt. F	941 Pmt. - F07-6 PR - 10-9-2020	404,147.67
02011516	WILKES-BARRE AREA SC	10/07/2020	F07-3 PR 1	F07-3 Operations PR - 10-9-2020	123,719.23
02011517	FEDERAL TRUST	10/07/2020	941 Pmt. 1	941 Pmt. F07-3 PR - 10-9-2020	28,512.52
02011518	WILKES-BARRE AREA SC	10/14/2020	F07-2 PR 1	F07-2 Admin PR - 10-15-2020	301,285.79
02011519	FEDERAL TRUST	10/14/2020	941 Pmt. 1	941 Pmt. - F07-2 PR - 10-15-2020	76,044.42
02011520	FEDERAL TRUST	10/14/2020	941 Pmt.	941 Pmt. - F07-4 PR - 10-16-2020	2,122.80
02011521	WILKES-BARRE AREA SC	10/22/2020	F07-3 PR 1	F07-3 Operations PR - 10-23-2020	120,705.78
02011522	FEDERAL TRUST	10/22/2020	941 Pmt. 1	941 Pmt. - F07-3 PR - 10-23-2020	27,956.37
02011523	WILKES-BARRE AREA SC	10/26/2020	F07-6 PR 1	F076 Tchr PR - 10-26-2020	1,417,006.43
02011524	FEDERAL TRUST	10/26/2020	941 Pmt. 1	941 Pmt. - F07-6 PR - 10-26-2020	405,063.73
02011525	WILKES-BARRE AREA SC	10/28/2020	F07-2 PR 1	F07-2 Adm. PR - 10-29-2020	299,285.11
02011526	FEDERAL TRUST	10/28/2020	941 Pmt. 1	941 Pmt. - F07-2 PR - 10-29-2020	75,375.41
02011527	FEDERAL TRUST	10/30/2020	941 Pmt. 1	941 Pmt. - F07-4 PR - 10-30-2020	2,122.80
02011528	WILKES-BARRE AREA SC	11/05/2020	F07-3 PR 1	F07-3 Operations PR 11-6-2020	112,338.01
02011529	FEDERAL TRUST	11/05/2020	941 Pmt.11	941 Pmt. F07-3 PR - 11-6-2020	25,810.93
02011530	WBASD - FEDERAL PROG	11/10/2020	Fed Prg Sb	Federal Prog Subsidy - 10-21-2020	175,243.65
02011531	WBASD CAFETERIA ACCO	11/10/2020	Caft Sbsdy	Caft. Subsidy - 10-28-2020	130,525.24
02011532	WILKES-BARRE AREA SC	11/10/2020	F07-6 PR 1	F07-6 Teacher PR 11-10-2020	1,432,821.16
02011533	FEDERAL TRUST	11/10/2020	941 Pmt. 1	941 Pmt. - 11-10-2020 - F07-6 PR	412,643.90
02011534	WILKES-BARRE AREA SC	11/12/2020	F07-2 PR 1	F07-2 Admin PR - 11-12-2020	299,348.46
02011535	FEDERAL TRUST	11/12/2020	941 Pmt. 1	941 Pmt. - F07-2 PR - 11-12-2020	75,237.42
02011536	FEDERAL TRUST	11/12/2020	941 Pmt. 1	941 Pmt. - F07-4 PR - 11-13-2020	1,952.51
02011537	WILKES-BARRE AREA SC	11/19/2020	F07-3 PR 1	F07-3 Operations PR - 11-20-2020	108,795.22
02011538	FEDERAL TRUST	11/19/2020	941 Pmt. 1	941 Pmt. -Operations PR - 11-20-2020	25,355.42
02011539	WILKES-BARRE AREA SC	11/20/2020	F07-6 PR 1	F07-6 - Teacher PR - 11-25-2020	1,425,694.07
02011540	FEDERAL TRUST	11/20/2020	941 Pmt. 1	941 Pmt. - F07-6 PR - 11-25-2020	407,315.17
02011541	WILKES-BARRE AREA SC	11/24/2020	F07-2 PR -	F07-2 Admin PR - 11-25-2020	296,124.74
02011542	FEDERAL TRUST	11/24/2020	941 Pmt. 1	941 Pmt. - F07-2 PR - 11-25-2020	74,513.98

CHECK NUMBER	CHECK VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	AMOUNT
02011543	WILKES-BARRE AREA SC	11/26/2020	PR F07-6 A	F07-6 PR - Homebound 11-27-2020	5,615.71
02011544	FEDERAL TRUST	11/27/2020	941 Pmt. 1	941 - F07-4 PR - 11-27-2020	1,902.77
02011545	FEDERAL TRUST	11/27/2020	941 Pmt. F	941 Pmt. F07-6 PR 11-27-2020	1,145.85
Totals for checks					11,030,038.57

FUND SUMMARY

<u>UND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
0	GENERAL FUND	10,063,425.24	0.00	966,613.33	11,030,038.57
**	Fund Summary Totals ***	10,063,425.24	0.00	966,613.33	11,030,038.57

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CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
55376	10/27/2020	ATT	10/26/2020	054178256000 oct 2020 BILLING	5708203744	40.63
55377	10/27/2020	CHASE INK	10/26/2020	OCT 2020 BILLING 4246315264860576	4246315264	922.79
55378	10/27/2020	COMCAST	10/26/2020	SERVICE PROVIDED OCT 2020	8993114530	242.67
55379	10/27/2020	ITC GLOBAL NETWORKS	10/26/2020	PBX10009 MONTHLY BILLING OCT 2020	28546	12,283.75
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024-210035095115 JONES AND AIRY STS	DODSON ELE	610.65
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024-210035162985 730 S MAIN ST OCT 2020	ADM BLDG	194.39
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024-20036048464 565 N WASHINGTON ST	D FLOOD EL	541.72
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024 210034898397 S SHERMAN ST	HEIGHTS	2,174.47
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024 210035372737 OLD RIVER RD	KISTLER	2,543.57
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024-210034148849 OLD RIVER RD FS	KISTLER FS	44.73
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024-210028445118 ABBOTT ST	SOL FL COM	1,864.28
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024-210028522770 ABBOTT ST FS	SOL FL COM	101.63
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024-220012203262 HILLARD AND CHAPEL STS	MACKIN	408.76
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024-210035431056 9 S WASHINGTON ST	CHS ANX	1,202.57
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024-210035431131 S WASHINGTON ST	CHS	107.50
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024 210034963932 250 S GRANT ST	GAR	2,347.13
55380	10/27/2020	PENNSYLVANIA AMERICA	10/26/2020	1024-210035308606 CAREY AVE AND HANOVER STS	MHS	2,985.25
55380	10/27/2020	PENNSYLVANIA AMERICA				0.00
55381	10/27/2020	SERVICE ELECTRIC TEL	10/26/2020	87352 MACKIN/CHS MONTH SERVICE BILLING	87352	89.08
55381	10/27/2020	SERVICE ELECTRIC TEL	10/26/2020	86813 CHS EM/ALARM MONTHLY BILLING OCT 2020	86813	89.08
55381	10/27/2020	SERVICE ELECTRIC TEL	10/26/2020	86817 DODSON EM/ALARM	86817	89.08
55381	10/27/2020	SERVICE ELECTRIC TEL	10/26/2020	86836 FLOOD EM/ALARM MONTHLY BILLING	86836	89.08
55381	10/27/2020	SERVICE ELECTRIC TEL	10/26/2020	86841 KISTLER ELEM EM/ALARMS	86841	89.08
55381	10/27/2020	SERVICE ELECTRIC TEL	10/26/2020	86845 MEYERS EM/ALARM MONTHLY BILLING	86845	69.96
55381	10/27/2020	SERVICE ELECTRIC TEL	10/26/2020	86852 ADM BLDG ALARM/EM PHONE	86852	66.81
55381	10/27/2020	SERVICE ELECTRIC TEL	10/26/2020	86919 GAR FAX MONTHLY BILLING	86919	569.69
55382	10/30/2020	BARBER, ELLEN	10/27/2020	REIMBURSE HEALTH INSURANCE COVERAGE AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF NOV 2020	REIMB	293.00
55383	10/30/2020	BOYLE, MARY	10/27/2020	REIMBURSE MED PREMIUMS AS PER COLLECTIVE BARGAINING UNIT AGREEMENT FOR THE MONTH OF NOV 2020	REIMBURSE	277.00
55384	10/30/2020	COSTELLO, BRIAN	10/27/2020	CONTRACTUAL EXPENSE ALLOWANCE 1		150.00

CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
55385	10/30/2020	DEMKO, DOLORES	10/27/2020	FOR THE MONTH OF OCT 2020 AS PER COLLECTIVE BARGAINING AGREEMENT REIMBURSE MEDICAL PREMIUM FOR THE MONTH OF NOV 2020	REIMB	303.00
55386	10/30/2020	HOP ADMINISTRATION U	10/27/2020	1000081325 B ZELNICK MEDICAL INSURANCE PAYMENT NOV/DEC 2020	ZELNICK QT	606.00
55387	10/30/2020	KOTER, SHARON	10/27/2020	REIMBURSE EXP FOR MEDICAL INSURANCE AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF NOV 2020	reimb	303.00
55388	10/30/2020	LORENZOTTI, DIANE	10/27/2020	REIMBURSE MEDICAL INSURANCE PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF NOV 2020	REIM	229.00
55389	10/30/2020	MULLERY, LINDA	10/27/2020	REIMBURSEMSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF NOV 2020	REIMB	244.00
55390	10/30/2020	PESOTSKI, LINDA	10/27/2020	REIMBURSE MONTHLY MEDICAL PREMIUMS AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTHS AUG-SEPT-OCT 2020	reimburse	951.00
55391	10/30/2020	PETER, SIMON	10/27/2020	CONTRACTUAL PAYMENT FOR ATHLETIC DIRECTOR SERVICES FOR THE MONTH OF OCT 2020	MONTH	2,000.00
55392	10/30/2020	RAYMOND WENDOLOSKI E	10/27/2020	BILLING FOR NOV 2020	MONTH	16,266.25
55393	10/30/2020	SINCAVAGE, GEORGE	10/27/2020	WAREHOUSE SPACE RENTAL FOR THE MONTH OF NOV 2020	091817	2,388.00
55394	10/30/2020	TELESZ, THOMAS	10/27/2020	REIMBURSE EXPENSES PER CONTRACT FOR THE MONTH OF OCT 2020	MONTH	125.00
55395	10/30/2020	WALLACE, PATRICIA	10/27/2020	REIMBURSE MEDICAL PREMIUM AS PER AGREEMENT FOR THE MONTH OF NOV 2020	REIMBURSE	303.00
55396	10/30/2020	WILKES-BARRE AREA CT	10/27/2020	BILLING FOR NOV 2020	MONTH	457,458.00
55397	10/30/2020	WITKO, REBA	10/27/2020	REIMBURSE MEDICAL AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF NOV 2020	REIMB	288.00
55398	10/30/2020	YENCHA, MILDRED	10/27/2020	REIMBURSE MED INSURANCE EXP AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF NOV 2020	REIMB	303.00
55399	10/30/2020	COMMONWEALTH OF PENN	10/28/2020	4033479 WBASD ABBOTT ST MINE SUBSIDENCE PREM NOV 2020-2021	4033479	257.50
55400	10/30/2020	COTTER, CRYSTAL	10/28/2020	AS PER DOCUMENTATION ON FILE IN THE OFFICE OF THE SECRETARY OF THE BOARD	102820	100.00
55401	10/30/2020	MCANDREWS LAW OFFICE	10/28/2020	PROFESSIONAL SERVICES COVERING INV 29666 AND 29667. DOCUMENTTION ON FILE IN THE OFFICE OF THE SEC OF THE BOARD	102820	17,000.00



CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
55402	10/30/2020	SUN LIFE ASSURANCE C	10/29/2020	BILLING FOR NOV 2020	MONTH	7,019.20
55403	11/03/2020	DGK INSURANCE & FINA	11/03/2020	1HARKENREADER POLICT B1016235 RENEWALDEC2020-DEC 2021	411692	428.00
55404	11/03/2020	ITC GLOBAL NETWORKS	11/03/2020	PBX10009 MONTHLY BILLING NOV 2020	1	12,230.68
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	06740 26003 730 S MAIN ST NOV 2020	ADM BLDG	850.54
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	59710 25005 JONES AIRY STS BILLING	DODSON ELE	1,211.24
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	10000 65002 565 N WASHINGTON ST	DF AREA LT	37.06
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	49484 00006 565 N WASHINGTON ST 3	DF MOD UNI	227.40
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	10750 28000 565 N WASHINGTON ST	DF ELEM	4,131.76
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	44280 28008 N GRANT AND AMBER ST BILLING	HEIGHTS EL	6,222.15
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	92840 30001 OLD RIVER RD BILLING	KISTLER EL	18,637.72
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	95050 30007 42 43 ABBOTT ST BILLING	SOL PL COM	11,321.35
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	91175-47000 HILLARD AND CHAPEL ST	MACKIN AKA	4,453.41
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	11435 71001 MACKIN FIRE PUMP	MACKIN FIR	60.15
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	19010 34009 62 N WASHINGTON ST	COUGHLIN	2,798.16
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	39900 27009 S SHERMAN ST	GAR	6,176.98
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	65180 32003 CAREY AVE HANOVER STS	MEYERS HS	3,453.77
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	52650-30023 WBA HS E MAIN ST AND LOREE ASSOC PLAINS PA	WBA HS LIG	34.81
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	51180 35005 HANOVER ST	DIST MEM S	342.43
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	48180 35008 40 CORLEAR ST	DIST STADI	27.01
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	92900 27001 MOYALLEN ST AND ALMOND LN	GAR FIELD	101.62
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	02580 32012 GRANT ST FIELD	GRANT ST	12.33
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	58750 27003 CONCESSION STAND DF	CONCESSION	35.06
55405	11/03/2020	PENNSYLVANIA POWER &	11/03/2020	93650 30001 SR 2002 MAIN ST	SOLOMON FL	27.25
55405	11/03/2020	PENNSYLVANIA POWER &				0.00
55406	11/03/2020	VERIZON	11/03/2020	5708230160 376 78Y NOV 2020	5708230160	78.05
55407	11/10/2020	CHILCOTT, JUNE	11/10/2020	REIMBURSE MEDICAL PREMIUMS AS PER COLLECTIVE BARGAINING UNIT FOR MONTHS OF OCT 2020-HOP SEPT 2020 HUMANA	MONTH	331.59
55408	11/10/2020	HOP ADMINISTRATION U	11/04/2020	1000082028 A SPAGNUOLO NOV 2020	110420	317.00
55409	11/10/2020	LUZERNE INTERMEDIATE	11/10/2020	BILLING FOR JULY-NOV 2020	MONTH LIU	1,744,515.70
55409	11/10/2020	LUZERNE INTERMEDIATE	09/30/2020	2020-2021 LIBERTY ACADEMY JULY-NOV 2020	WB-LA2021	133,333.35
55410	11/10/2020	PSBA INSURANCE TRUST	09/30/2020	BUCS COMP JULY 2020-JUNE 2021 UNEMPLOYMENT CLAIMS 1ST QTR	3589	8,267.64
55411	11/10/2020	ZELNICK, BARBARA	09/30/2020	REIMBURSE MEDICAL INS PREM AS PER COLLECTIVE BARGAINING CONTRACT FOR MONTH OF NOV 2020	09012020	303.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
55412	11/10/2020	ATT	11/10/2020	030 231 7736 001 BILLING NOV 2020	5708267111	108.43
55413	11/10/2020	DIRECT ENERGY BUSINE	11/10/2020	408294 408371 730 S MAIN ST NOV 2020	ADM BLDG 4	223.38
55413	11/10/2020	DIRECT ENERGY BUSINE	11/10/2020	408294 624502 80 JONES ST	DOD 408294	4.98
55413	11/10/2020	DIRECT ENERGY BUSINE	11/10/2020	408294 408369 JONES AND AIRY ST	DODSON 408	194.02
55413	11/10/2020	DIRECT ENERGY BUSINE	11/10/2020	408294 408372 OLD RIVER RD	KISTLER 40	1,028.53
55413	11/10/2020	DIRECT ENERGY BUSINE	11/10/2020	408294 617323 301 OLD RIVER RD	KISTLER408	602.97
55413	11/10/2020	DIRECT ENERGY BUSINE	11/10/2020	408294 617325 42 ABBOTT ST R	SOL PL 408	105.92
55413	11/10/2020	DIRECT ENERGY BUSINE	11/10/2020	408294 408374 42 43 ABBOTT ST R	SOL PL4082	671.19
55413	11/10/2020	DIRECT ENERGY BUSINE	11/10/2020	408294 408370 62 N WASHINGTON ST	CHS 40829-	445.68
55413	11/10/2020	DIRECT ENERGY BUSINE	11/10/2020	408294 624500 68 N WASHINGTON ST	C H S 4082	170.16
55413	11/10/2020	DIRECT ENERGY BUSINE	11/10/2020	408294 408368 S SHERMAN AND LEHIGH STS	G A R40829	534.54
55413	11/10/2020	DIRECT ENERGY BUSINE	11/10/2020	408294 408375 CAREY AVE AND HANOVER STS	MHS 408294	1,748.37
55414	11/10/2020	SUNOCO SUN TRAC	11/10/2020	0496001220102 OCT 2020 BILLING	6836461	765.51
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411005820179 730 S MAIN ST OCT 2020	ADM BLDG	653.56
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411005819692 80 JONES ST	DODSON	970.66
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411003904777 80 JONES ST	DODSON ELE	48.53
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411007245755 565 N WASHINGTON ST	DJ FLOOD	47.48
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411007778904 OLD RIVER RD	KISTLER	472.09
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411005681225 OLD RIVER RD	KISTLER PA	1,921.98
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411004279401 ABBOTT ST	SOL PL CMP	101.08
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411005619902 ABBOTT ST	SOL PL FS	1,473.96
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411005188437 HILLARD AND CHAPEL ST	MACKIN	79.44
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411005682421 80 N WASHINGTON ST	CHS	2,362.56
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411006777923 79 S WASHINGTON ST	CHS PARTIA	238.44
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411006777568 79 S WASHINGTON ST	CHS PART	48.31
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411005623276 250 S GRANT ST	GAR	1,963.26
55415	11/10/2020	UGI PENN NATURAL GAS	11/10/2020	411005674428 CAREY AVE	MHS	4,763.82
55416	11/17/2020	ATT	11/15/2020	054178256000 NOV 2020 BILLING	5708203744	40.63
55417	11/17/2020	COMCAST	11/15/2020	SERVICE PROVIDED NOV 2020	8993114530	242.67
55418	11/17/2020	DE LAGE LANDEN FINAN	11/15/2020	NOV 2020 BILLING	69992592	25,844.25
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	1024-210035162985 730 S MAIN ST NOV 2020	ADM BLDG	153.53
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	1024-210035095115 JONES AND AIRY STS	DODSON ELE	358.19
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	1024-20036048464 565 N WASHINGTON ST	D FLOOD EL	364.21
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	1024 210034898397 S SHERMAN ST	HEIGHTS	1,936.67
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	1024 210035372737 OLD RIVER	KISTLER	1,028.85

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	RD 1024-210034148849 OLD RIVER	KISTLER FS	44.73
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	RD FS 1024-210028445118 ABBOTT ST	SOL PL COM	1,075.04
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	1024-210028522770 ABBOTT ST	SOL PL COM	203.26
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	FS 1024-220012203262 HILLARD	MACKIN	324.19
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	AND CHAPEL STS 1024-210035431056 9 S	CHS ANX	737.30
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	WASHINGTON ST 1024-210035431131 S	CHS	180.45
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	WASHINGTON ST 1024 210034963932 250 S	GAR	1,607.85
55419	11/17/2020	PENNSYLVANIA AMERICA	11/17/2020	GRANT ST 1024-210035308606 CAREY AVE	MHS	3,447.94
55419	11/17/2020	PENNSYLVANIA AMERICA		AND HANOVER STS		0.00
55420	11/17/2020	SERVICE ELECTRIC TEL	11/17/2020	86813 CHS EM/ALARM MONTHLY	86813	89.08
55420	11/17/2020	SERVICE ELECTRIC TEL	11/17/2020	BILLING NOV 2020 86815 HEIGHTS MURRAY EM/ALARM	86815	178.28
55420	11/17/2020	SERVICE ELECTRIC TEL	11/17/2020	MONTHLY BILLING 86817 DODSON EM/ALARM	86817	89.08
55420	11/17/2020	SERVICE ELECTRIC TEL	11/17/2020	86836 FLOOD EM/ALARM MONTHLY	86836	89.08
55420	11/17/2020	SERVICE ELECTRIC TEL	11/17/2020	BILLING 86841 KISTLER ELEM EM/ALARMS	86841	89.08
55420	11/17/2020	SERVICE ELECTRIC TEL	11/17/2020	86845 MEYERS EM/ALARM MONTLY	86845	67.83
55420	11/17/2020	SERVICE ELECTRIC TEL	11/17/2020	BILLING 86852 ADM BLDG ALARM/EM	86852	66.81
55420	11/17/2020	SERVICE ELECTRIC TEL	11/17/2020	PHONE 86919 GAR FAX MONTHLY	86919	549.83
55420	11/17/2020	SERVICE ELECTRIC TEL	11/17/2020	BILLING 87352 MACKIN/CHS MONTH	87352	89.08
55421	11/17/2020	VERIZON	11/15/2020	SERVICE BILLING 251288872000127 NOV 2020	7171955124	85.26
55422	11/17/2020	VERIZON WIRELESS	11/15/2020	NOV 2020 BILLING	9866096753	28.95
55423	11/18/2020	LEONARD'S AUTO TAG S	11/18/2020	2006 Chevrolet truck -	Replace Pl	31.00
55424	11/24/2020	1ST ALERT SECURITY &	10/03/2020	License Plate Replacement		
55424	11/24/2020	1ST ALERT SECURITY &	11/24/2020	Athletic Security Services	January 20	2,858.63
55424	11/24/2020	1ST ALERT SECURITY &	11/24/2020	Provided - January 2020	February 2	920.70
55425	12/01/2020	BARBER, ELLEN	11/24/2020	Athletic Security Services	February 2	920.70
55425	12/01/2020	BARBER, ELLEN	11/24/2020	Provided - February 2020		
55426	12/01/2020	BOYLE, MARY	11/24/2020	REIMBURSE HEALTH INSURANCE	REIMB	293.00
55426	12/01/2020	BOYLE, MARY	11/24/2020	REIMBURSE MED PREMIUMS AS PER	REIMBURSE	277.00
55427	12/01/2020	COSTELLO, BRIAN	11/24/2020	REIMBURSE HEALTH INSURANCE	REIMB	293.00
55427	12/01/2020	COSTELLO, BRIAN	11/24/2020	REIMBURSE MED PREMIUMS AS PER	REIMBURSE	277.00
55428	12/01/2020	DEMKO, DOLORES	11/24/2020	REIMBURSE HEALTH INSURANCE	REIMB	293.00
55428	12/01/2020	DEMKO, DOLORES	11/24/2020	REIMBURSE MED PREMIUMS AS PER	REIMBURSE	277.00
55429	12/01/2020	KOTER, SHARON	11/24/2020	CONTRACTUAL EXPENSE ALLOWANCE 1		150.00
55429	12/01/2020	KOTER, SHARON	11/24/2020	FOR THE MONTH OF NOV 2020		
55429	12/01/2020	KOTER, SHARON	11/24/2020	AS PER COLLECTIVE BARGAINING	REIMB	303.00
55429	12/01/2020	KOTER, SHARON	11/24/2020	AGREEMENT REIMBURSE MEDICAL		
55429	12/01/2020	KOTER, SHARON	11/24/2020	PREMIUM FOR THE MONTH OF DEC		
55429	12/01/2020	KOTER, SHARON	11/24/2020	2020		
55429	12/01/2020	KOTER, SHARON	11/24/2020	REIMBURSE EXP FOR MEDICAL	reimb	303.00

CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
				INSURANCE AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF DEC 2020		
55430	12/01/2020	LORENZOTTI, DIANE	11/24/2020	REIMBURSE MEDICAL INSURANCE PREM AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF DEC 2020	REIM	229.00
55431	12/01/2020	LUZERNE INTERMEDIATE	11/24/2020	BILLING FOR DEC 2020	MONTH LIU	381,569.81
55431	12/01/2020	LUZERNE INTERMEDIATE	11/24/2020	ADJUSTMENT TO NOV 2020	ADJUSTMENT	30,000.00
55432	12/01/2020	MULLERY, LINDA	11/24/2020	REIMBURSE MEDICAL INSURANCE PREMIUM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF DEC 2020	REIMB	244.00
55433	12/01/2020	PETER, SIMON	11/24/2020	CONTRACTUAL PAYMENT FOR ATHLETIC DIRECTOR SERVICES FOR THE MONTH OF NOV 2020	MONTH	2,000.00
55434	12/01/2020	RAYMOND WENDOLOSKI E	11/24/2020	BILLING FOR DEC 2020	MONTH	16,266.25
55435	12/01/2020	SINCAVAGE, GEORGE	11/24/2020	WAREHOUSE SPACE RENTAL FOR THE MONTH OF DEC 2020	091817	2,388.00
55436	12/01/2020	TELESZ, THOMAS	11/24/2020	REIMBURSE EXPENSES PER CONTRACT FOR THE MONTH OF NOV 2020	MONTH	125.00
55437	12/01/2020	WALLACE, PATRICIA	11/24/2020	REIMBURSE MEDICAL PREMIUM AS PER AGREEMENT FOR THE MONTH OF DEC 2020	REIMBURSE	303.00
55438	12/01/2020	WITKO, REBA	11/24/2020	REIMBURSE MEDICAL AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF DEC 2020	REIMB	288.00
55439	12/01/2020	YENCHA, MILDRED	11/24/2020	REIMBURSE MED INSURANCE EXP AS PER COLLECTIVE BARGAINING AGREEMENT FOR THE MONTH OF DEC 2020	REIMB	303.00
55440	12/01/2020	SPAGNUOLO, ALYSON	11/24/2020	REIMBURSE MED INSURANCE PREM AS PER COLLECTIVE BARGAINING UNIT FOR THE MONTH OF dec 2020	reimburse	317.00

Totals for checks 2,996,529.87

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
0	GENERAL FUND	7,019.20	0.00	2,989,510.67	2,996,529.87
**	Fund Summary Totals ***	7,019.20	0.00	2,989,510.67	2,996,529.87

\*\*\*\*\* End of report \*\*\*\*\*

CHECK NUMBER	CHECK DATE	CHECK VENDOR	PO NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
3504	10/01/2020	WBASD - GENERAL FUND	0	10/01/2020	CAFETERIA EMPL.TAX PR 10/2/20	10/2	3,892.72
3505	10/01/2020	WILKES-BARRE AREA SC	0	10/01/2020	CAFETERIA GROSS PR 10/2/20	10/2	9,136.00
3506	10/15/2020	FRONTLINE FOOD SERVI	0	09/22/2020	FD SERV / G.A.R. - FOOD WARMERS, OVENS, & STEAM BATTERY REPAIRED	10573	716.65
	10/15/2020	FRONTLINE FOOD SERVI	0	09/23/2020	FD SERV / COUGHLIN - FD WARMERS & STEAM TABLE REPAIRED	10574	637.35
	10/15/2020	FRONTLINE FOOD SERVI	0	09/24/2020	FD SERV / MACKIN - INSINKERATOR DISPOSAL REPAIRED	10575	120.00
3507	10/15/2020	HOME DEPOT CREDIT SE	2002100217	10/05/2020	WASHING MACHINE/HEIGHTS FOOD SERVICE	9902806	488.00
3508	10/15/2020	R E MICHEL COMPANY,	1002100222	09/03/2020	RE MICHEAL GAR CAFE	10497200	442.26
3509	10/15/2020	WBASD - GENERAL FUND	0	10/14/2020	CAFETERIA EMPL.TAX PR 10/16/20	10/16	3,892.72
	10/15/2020	WBASD - GENERAL FUND	0	10/13/2020	FD SERVICE REIMBURSEMENT FOR FUEL PURCHASES	9302020	318.32
3510	10/15/2020	WILKES-BARRE AREA SC	0	10/14/2020	CAFETERIA GROSS PAYROLL 10/16/20	10/16	9,136.00
3511	10/29/2020	NORTHERN COMMERCIAL	0	10/14/2020	FD SERV / SOLOMON- UPRIGHT COOLER REPAIRED	1014-513	205.00
	10/29/2020	NORTHERN COMMERCIAL	0	10/14/2020	FD SERV / SOLOMON - ICE MACHINE REPAIRED	1014-514	195.56
	10/29/2020	NORTHERN COMMERCIAL	0	10/14/2020	FD SERV / G.A.R. - KITCHEN COOLER REPAIRED	1014-515	197.50
	10/29/2020	NORTHERN COMMERCIAL	0	10/14/2020	FD SERV / FLOOD - KITCHEN COOLER REPAIRED	1014-516	165.00
	10/29/2020	NORTHERN COMMERCIAL	0	10/14/2020	FD SERV / DODSON - SERVICED SINGLE DOOR REFRIGERATOR AND CLEANED EVAPORATOR FANS	1014-517	277.50
	10/29/2020	NORTHERN COMMERCIAL	0	10/14/2020	FD SERV / G.A.R. - MERCHANDISER COOLER REPAIRED	1014-518	320.50
	10/29/2020	NORTHERN COMMERCIAL	0	10/14/2020	FD SERV / G.A.R. - ICE MACHINE REPAIRED	1014-519	293.50
	10/29/2020	NORTHERN COMMERCIAL	0	10/14/2020	FD SERV / SOLOMON - TRAUOLSON REFRIGERATOR REPAIRED	1014-520	107.50
	10/29/2020	NORTHERN COMMERCIAL	0	10/14/2020	FD SERV / SOLOMON - STEAMER OVENS SERVICED	1014-521	140.00
	10/29/2020	NORTHERN COMMERCIAL	0	10/14/2020	FD SERV / FLOOD - REPAIRED MILK COOLER WHEEL	1014-522	225.00
	10/29/2020	NORTHERN COMMERCIAL	2002100013	10/15/2020	FOOD SERVICE COMPRESSOR/GAR	1015-525	1,475.00
3512	10/29/2020	WBASD - GENERAL FUND	0	10/29/2020	CAFETERIA EMPL.TAX PR 10/30/20	10/30	3,912.85
3513	10/29/2020	WILKES-BARRE AREA SC	0	10/29/2020	CAFETERIA GROSS PR 10/30/20	10/30	9,136.00
Totals for checks							45,430.93

CHECK NUMBER	CHECK DATE	CHECK VENDOR	PO NUMBER	PO DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
3514	11/05/2020	BONNER CHEVROLET CO	1002100405	10/09/2020	BONNER CHEVY FOOD SERVICE	258858	192.32
3515	11/05/2020	RICE'S FOOD EQUIPMEN	2002100172	10/20/2020	SAFETY SHIELDS & GUARDS/CHS FOOD SERVICE	73053	895.45
3516	11/05/2020	SEASHORE FRUIT & PRO	0	09/28/2020	FD SERV. (FRESH FRUIT & VEG.PROGRAM) KISTLER - GRAPE TOMATOES AND HONEYDEW CHUNKS	20-633660	1,019.20
	11/05/2020	SEASHORE FRUIT & PRO	0	09/28/2020	FD SERV. (FRESH FRUIT & VEG.PROGRAM) FLOOD - RED PEPPER STRIPS AND BROCCOLI FLORETS	20-633658	1,005.60
	11/05/2020	SEASHORE FRUIT & PRO	0	09/28/2020	FD SERV. (FRESH FRUIT & VEG. PROGRAM) HEIGHTS - RED GRAPES AND BABY CARRROTS	20-633659	1,107.40
	11/05/2020	SEASHORE FRUIT & PRO	0	09/28/2020	FD SERV. (FRESH FRUIT & VEG. PROGRAM) DODSON - RED GRAPES AND BABY CARROTS	20-633657	632.80
3517	11/12/2020	FRONTLINE FOOD SERVI	0	10/07/2020	FD SERV/ MEYERS - FOOD WARMERS REPAIRED	10576	700.68
3518	11/12/2020	NUTRITION, INC	0	10/08/2020	SEPTEMBER 2020 MONTHLY BILLING	SEPT20	183,489.73
	11/12/2020	NUTRITION, INC	0	11/06/2020	OCTOBER 2020 MONTHLY BILLING	OCT20	179,655.85
3519	11/12/2020	SEASHORE FRUIT & PRO	0	10/13/2020	FD SERV (FRESH FRUIT/VEG.PROGRAM) HEIGHTS - APPLE SLICES	20-639298	134.55
	11/12/2020	SEASHORE FRUIT & PRO	0	10/15/2020	FD SERV (FRESH FRUIT/VEG.PROGRAM) DODSON - APPLE SLICES	20-640251	84.04
	11/12/2020	SEASHORE FRUIT & PRO	0	10/13/2020	FD SERV (FRESH FRUIT/VEG.PROGRAM) DODSON - APPLE SLICES	20-639297	44.85
	11/12/2020	SEASHORE FRUIT & PRO	0	10/15/2020	FD SERV (FRESH FRUIT/VEG.PROGRAM) FLOOD - APPLE SLICES	20-640252	168.08
	11/12/2020	SEASHORE FRUIT & PRO	0	10/13/2020	FD SERV (FRESH FRUIT/VEG.PROGRAM) FLOOD - APPLE SLICES	20-639212	89.70
	11/12/2020	SEASHORE FRUIT & PRO	0	10/15/2020	FD SERV (FRESH FRUIT/VEG.PROGRAM) HEIGHTS - APPLE SLICES	20-640254	225.06
	11/12/2020	SEASHORE FRUIT & PRO	0	10/16/2020	FD SERV (FRESH FRUIT/VEG.PROGRAM) HEIGHTS CREDIT - 1 CASE APPLE SLICES	20-640924	-55.55
	11/12/2020	SEASHORE FRUIT & PRO	0	10/06/2020	FD SERV (FRESH FRUIT/VEG.PROGRAM) KISTLER - APPLE SLICES	20-640253	225.06
	11/12/2020	SEASHORE FRUIT & PRO	0	10/13/2020	FD SERV (FRESH FRUIT/VEG.PROGRAM) KISTLER - APPLE SLICES	20-639213	134.55
3520	11/12/2020	SOLOMON CONFIDENTIAL	0	11/08/2020	FD SERV / MEYERS - CONFIDENTIAL DOCUMENT SHREDDING	0014	760.00
3521	11/12/2020	WBASD - GENERAL FUND	0	11/10/2020	FOOD SERVICE REIMBURSEMENT FOR FUEL PURCHASES	103120	385.67
3522	11/12/2020	WBASD - GENERAL FUND	0	11/12/2020	CAFETERIA EML.TAX PR 11/13/20	11/13	3,636.62
3523	11/12/2020	WILKES-BARRE AREA SC	0	11/12/2020	CAFETERIA GROSS PR 11/13/20	11/13	8,491.07

CAFETERIA BOARD REPORTS (Dates: 11/01/20 -- 11/30/20)

CHECK NUMBER	CHECK DATE	CHECK VENDOR	PO NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
3524	11/24/2020	NORTHERN COMMERCIAL	0	11/20/2020	FD SERV / COUGHLIN - SERVICED COOLERS	1120-636	80.00
	11/24/2020	NORTHERN COMMERCIAL	0	11/20/2020	FD SERV / COUGHLIN - REPAIRED COOLERS	1120-637	228.32
3525	11/24/2020	RICE'S FOOD EQUIPMEN	2002100260	11/17/2020	SHRINK WRAP/HEIGHTS FOOD SERVICE	73123	174.30
3526	11/25/2020	WBASD - GENERAL FUND	0	11/25/2020	CAFETERIA EMPL.TAX PR 11/27/20	11/27	3,523.06
3527	11/25/2020	WILKES-BARRE AREA SC	0	11/25/2020	CAFETERIA GROSS PR 11/27/20	11/27	8,225.91
Totals for checks							395,254.32



BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

D. GENERAL FUND

That the checks #55441 to # 55603 listed on the following pages, which have been inspected, be approved and that orders be drawn for the respective amounts set down opposite the names of persons or firms.



CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
55441	12/08/2020	ACTION ALARM	11/10/2020	KISTLER NOV/DEC/JAN 2021	160b72	163.22
55442	12/08/2020	AMAZON CAPITAL SERVI	10/14/2020	Special Education - Speech - Communication Boards	1MYW-JJRD-	76.11
55442	12/08/2020	AMAZON CAPITAL SERVI	09/13/2020	Special Ed Curriculum supplies - Autistic Support - Verbal Behavior - D. Egidio	1c7y-q1lx-	197.15
55442	12/08/2020	AMAZON CAPITAL SERVI	10/25/2020	BUSINESS PRIME MEMBERSHIP 2020/2021	16M6-4L7P-	649.00
55442	12/08/2020	AMAZON CAPITAL SERVI	10/22/2020	Special Ed - Reinforcements for Autistic Support - VB program - Flood (Banta & Reedy)	17YK-1CLK-	381.19
55442	12/08/2020	AMAZON CAPITAL SERVI	10/22/2020	Special Ed - Curriculum - Autistic Support - Flood	1W9K-LMCP-	228.60
55442	12/08/2020	AMAZON CAPITAL SERVI	10/21/2020	Special Ed - Classroom Requisition - Rachel Hedgcock - Solomon Autistic Support	1Y3T-73P4-	286.89
55442	12/08/2020	AMAZON CAPITAL SERVI	10/21/2020	Purchase per student settlement agreement	16DK-CQHH-	879.00
55442	12/08/2020	AMAZON CAPITAL SERVI	10/27/2020	RECHARGEABLE BATTERIES/GAR TECH	1JG3-1D3W-	13.49
55442	12/08/2020	AMAZON CAPITAL SERVI	11/04/2020	Verbal Behavior Curriculum & Supplies - Solomon Autistic Support -- D. Egidio	1KWL-3JQH-	92.38
55442	12/08/2020	AMAZON CAPITAL SERVI	11/03/2020	USB Speakers - Heights	1JRR-KRYT-	12.99
55442	12/08/2020	AMAZON CAPITAL SERVI	11/03/2020	I-PAD CASES/SCHOOL PSYCHOLOGISTS DEPT	177J-GD71-	263.82
55442	12/08/2020	AMAZON CAPITAL SERVI	11/04/2020	URINIAL SCREENS/DODSON	14NR-D99C-	83.97
55442	12/08/2020	AMAZON CAPITAL SERVI	11/09/2020	POWER ADAPTER/ADMIN	17MQ-MH14-	20.00
55442	12/08/2020	AMAZON CAPITAL SERVI	11/22/2020	TONER/GAR TECH	1WQF-CD99-	46.89
55442	12/08/2020	AMAZON CAPITAL SERVI				0.00
55443	12/08/2020	APPLE INC EDUCATION	11/28/2020	IPADS/SCHOOL PSYCHOLOGIST DEPT	AD16618762	2,691.00
55444	12/08/2020	BOOM LEARNING	11/10/2020	Boom Learning Subscription - Special Education Autistic Support	200901-591	225.00
55445	12/08/2020	C K ALARM, INC.	11/01/2020	CENTRAL STATION MONITORING SERVICE NOV 2020-JAN 2021	112189	216.00
55446	12/08/2020	CALEX LOGISTICS	11/01/2020	HANDLNG CHARGES	I00915	42.00
55446	12/08/2020	CALEX LOGISTICS	11/01/2020	STORAGE	I00939	382.50
55447	12/08/2020	COMCAST	10/05/2020	OCT 2020 BILLING	8993114530	1.12
55447	12/08/2020	COMCAST	11/10/2020	NOV 2020	8993 11 45	1.68
55448	12/08/2020	DELUCA'S MUSIC CO	05/30/2020	INSTRUMENTAL MUSIC SUPPLY/HEIGHTS	1620	281.65
55448	12/08/2020	DELUCA'S MUSIC CO	04/14/2020	GAR REPAIRS	1595	2,125.00
55449	12/08/2020	DIFFERENT ROADS TO L	09/04/2020	Special Education Curriculum - Solomon AS	166462	242.90
55449	12/08/2020	DIFFERENT ROADS TO L	09/09/2020	Special Education Curriculum - Autistic Support	166485	242.90
55449	12/08/2020	DIFFERENT ROADS TO L	09/09/2020	Special Education Curriclum - D. Sims - Solomon AS	166486	242.90
55450	12/08/2020	FIRST CHOICE BUSINES	11/13/2020	REPLACEMENT KIT/GAR	FCSS6896	33.99
55451	12/08/2020	FOLLETT SCHOOL SOLUT	10/07/2020	Elementary Reading - Solomon	2533630A	3,695.05
55451	12/08/2020	FOLLETT SCHOOL SOLUT	11/05/2020	Reading Street Materials - Special Education	2539328A	1,072.88
55452	12/08/2020	GUYETTE COMMUNICATIO	10/21/2020	SERVICE CALL	30888	725.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
55452	12/08/2020	GUYETTE COMMUNICATIO	10/23/2020	SOLOMON SERVICE CALL	31302	169.00
55453	12/08/2020	KURTZ BROTHERS	10/14/2020	GLUE STICKS/FLOOD	5270.000	87.50
55453	12/08/2020	KURTZ BROTHERS	08/04/2020	2020-2021 ELEMENTARY SUPPLY ORDER/KISTLER	44459.02	428.28
55453	12/08/2020	KURTZ BROTHERS	08/04/2020	2020-2021 ELEMENTARY SUPPLY ORDER/KISTLER	44459.01	3,641.71
55453	12/08/2020	KURTZ BROTHERS	08/04/2020	2020-2021 ELEMENTARY SUPPLY ORDER/KISTLER	44459.00	6,684.12
55453	12/08/2020	KURTZ BROTHERS	11/04/2020	2020-2021 ELEMENTARY SUPPLY ORDER/FLOOD	44095.02	17.52
55453	12/08/2020	KURTZ BROTHERS	09/30/2020	2020-2021 ELEMENTARY SUPPLY ORDER/FLOOD	44095.01	543.84
55453	12/08/2020	KURTZ BROTHERS	08/31/2020	2020-2021 ELEMENTARY SUPPLY ORDER/FLOOD	44095.00	4,469.28
55453	12/08/2020	KURTZ BROTHERS	09/30/2020	2020-2021 ELEMENTARY SUPPLY ORDER/SOLOMON	49538.01	1,495.90
55453	12/08/2020	KURTZ BROTHERS	08/31/2020	2020-2021 ELEMENTARY SUPPLY ORDER/SOLOMON	49538.00	5,623.13
55453	12/08/2020	KURTZ BROTHERS				0.00
55454	12/08/2020	LAKESHORE LEARNING M	10/13/2020	Special Education - Learning Support	1049621020	37.99
55455	12/08/2020	LEARNING RESOURCES I	10/08/2020	Classroom Need - Autistic Support	4815293	59.99
55455	12/08/2020	LEARNING RESOURCES I	10/08/2020	Classroom Need - Autistic Support	4738579	154.95
55456	12/08/2020	LJC DISTRIBUTORS	10/13/2020	CUSTODIAL SUPPLY/WAREHOUSE	34871	1,625.00
55457	12/08/2020	MCGRAW-HILL SCHOOL E	10/27/2020	Special Education Curriculum - SRA Math Intervention Materials - Kistler Learning Support	1153887840	481.20
55458	12/08/2020	NCS PEARSON, INC	10/06/2020	LICENSE RENEWALS/SCHOOL PSYCHOLOGISTS	11976102	825.00
55459	12/08/2020	OFFICE DEPOT INC	10/21/2020	OFFICE SUPPLY/ADMIN	1287592933	354.64
55459	12/08/2020	OFFICE DEPOT INC	11/02/2020	OFFICE SUPPLY/ADMIN	1339914010	23.99
55460	12/08/2020	ORIENTAL TRADING CO	09/04/2020	Special Education Requisition - Solomon Life Skills	704913344-	27.01
55460	12/08/2020	ORIENTAL TRADING CO	09/04/2020	Special Education Requisition - Solomon Life Skills	704913344-	51.06
55461	12/08/2020	PENNSYLVANIA PAPER &	11/02/2020	CUSTODIAL PAPER/ADMIN	S1430152.0	178.12
55461	12/08/2020	PENNSYLVANIA PAPER &	10/19/2020	CUSTODIAL SUPPLY/WAREHOUSE	S1426298.0	199.72
55461	12/08/2020	PENNSYLVANIA PAPER &	09/24/2020	CUSTODIAL SUPPLY/WAREHOUSE	S1426298.0	99.86
55461	12/08/2020	PENNSYLVANIA PAPER &	11/05/2020	CUSTODIAL SUPPLY/WAREHOUSE	S1430485.0	199.72
55462	12/08/2020	PENTELEDATA	10/14/2020	OCT 2020 BILLING B3719688	1368660	5,066.50
55462	12/08/2020	PENTELEDATA	11/02/2020	NOV 2020	B3782487	5,254.29
55463	12/08/2020	PITNEY BOWES	10/30/2020	LEASING CHARGES	3312333123	537.81
55464	12/08/2020	PURCHASE POWER	10/14/2020	OCT 2020 BILLING	8000909008	4,695.16
55464	12/08/2020	PURCHASE POWER	10/22/2020	POSTAGE NOV 2020	8000-9090-	2,595.70
55465	12/08/2020	RAPTOR TECHNOLOGIES	09/17/2020	ID SCANNER/GAR TECH	133342	495.00
55466	12/08/2020	REALLY GOOD STUFF LL	10/08/2020	Special Education Requisition - Kistler Learning Support	7441176	8.32
55466	12/08/2020	REALLY GOOD STUFF LL	10/08/2020	Special Education Requisition - Kistler Learning Support	7449808	261.68
55466	12/08/2020	REALLY GOOD STUFF LL	09/16/2019	PAST DUE INVOICE 2019-2020	7104597	9.12
55467	12/08/2020	SAVVAS LEARNING COMP	11/12/2020	Special Education Curriculum	4026255396	100.16

CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
55467	12/08/2020	SAVVAS LEARNING COMP	10/22/2020	- Dodson Learning Support Special Education Curriculum	4026246852	327.79
55468	12/08/2020	SCHOLASTIC CLASSROOM	10/13/2020	- Dodson Learning Support MAGAZINE SUBSCRIPTION RENEWAL/CAPAA ART	m70368576	178.00
55469	12/08/2020	SOLOMON CONFIDENTIAL	11/08/2020	ADM BLDG	0013	190.00
55470	12/08/2020	SPEECH CORNER	11/03/2020	Special Education - Flood Speech Therapy	19367	307.37
55471	12/08/2020	SUPER DUPER PUBLICAT	10/02/2020	Special Education Requisition - Solomon Elementary	2556389a	154.85
55471	12/08/2020	SUPER DUPER PUBLICAT	10/20/2020	Special Education Requisition - Speech - Solomon Elementary	2561319A	204.81
55472	12/08/2020	TOOLS TO GROW	10/28/2020	Tools to Grow - One Year Membership - Occupational Therapy	446	49.99
55473	12/08/2020	TULPEHOCKEN MOUNTAIN	11/02/2020	NOV 2020 BILLING	53217	89.38
55474	12/08/2020	ULINE SHIPPING SUPPL	11/09/2020	REPLACEMENT JANITOR CARTS/KISTLER	126424274	503.69
55475	12/08/2020	ULTIMATESLP.COM	11/03/2020	Ultimate SLP - Memberships for 8 district Speech Therapists	227347	994.56
55476	12/08/2020	VALLEY PEST CONTROL	09/30/2020	BI WEEKLY SERVICES SEPT 2020	67070	2,330.00
55476	12/08/2020	VALLEY PEST CONTROL	10/21/2020	MONTHLY APPLICATIONS TO PREVENT/CONTOLL INFESTATIONS	67512	1,625.00
55477	12/08/2020	WASTE MANAGEMENT	10/01/2020	2882230-0821-1 BILLING OCT 2020	2246727830	1,563.48
55477	12/08/2020	WASTE MANAGEMENT	10/19/2020	OCT 2020 BILLING	1512722830	10,222.50
55477	12/08/2020	WASTE MANAGEMENT	10/21/2020	SOLOMON COMPLEX OCT 2020	2887593-08	1,221.24
55477	12/08/2020	WASTE MANAGEMENT	10/22/2020	OCT 2020 SERVICE 2892306-0821-7	15-12722-8	769.41
55478	12/08/2020	WITMER PUBLIC SAFETY	11/11/2020	WBASD POLICE DEPT SUPPLY	2050947.00	44.78
55479	12/08/2020	ACME LOCK	09/03/2020	ACME LOCK SOLOMON	WBSD	25.00
55479	12/08/2020	ACME LOCK	09/03/2020	ACME LOCK DISTRICT	090320	9.00
55480	12/08/2020	ALL DOOR SALES COMPA	10/17/2020	ALL DOOR SALES SOLOMON	44083	95.00
55481	12/08/2020	APR SUPPLY CO	10/28/2020	APR SUPPLY SOLOMON	9110357.0	25.92
55482	12/08/2020	APT DISTRIBUTING, IN	09/04/2020	APT DISTRICT	T20-105269	349.95
55483	12/08/2020	BUILDERS SUPPLY COMP	09/18/2020	BUILDERS SUPPLY FIELDS	140395	1.80
55483	12/08/2020	BUILDERS SUPPLY COMP	09/29/2020	BUILDERS SUPPLY HEIGHTS	140586	1,862.00
55483	12/08/2020	BUILDERS SUPPLY COMP	11/04/2020	BUILDERS SUPPLY GAR 27181	121245	207.00
55483	12/08/2020	BUILDERS SUPPLY COMP	11/04/2020	BUILDERS SUPPLY GAR	141233	163.00
55484	12/08/2020	C.L.T.S. CECCACCI LI	09/04/2020	CLTS WAREHOUSE	97277	544.92
55485	12/08/2020	CINTAS FIRE PROTECTI	09/30/2020	CINTAS GAR	OF50090452	440.00
55485	12/08/2020	CINTAS FIRE PROTECTI	06/04/2020	CINTAS MEYERS	OF50652078	953.46
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECRCIC MEYERS	S041926063	339.38
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECRCIC MEYERS	S041926063	3.98
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC GAR	S041972550	18.60
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC HEIGHTS	S041892420	70.53
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC DODSON	S041862745	334.58
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC DISTRICT	S041862377	16.53
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC KISTLER	S041849910	322.12
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC KISTLER	S041849910	7.36
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC KISTLER	S041849910	33.46
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC GAR	S041919356	81.93
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC HEIGHTS	S041973173	4.68
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC DODSON	S041924665	109.99
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC FLOOD	S041927492	103.17

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55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC HEIGHTS	S041942253	363.94
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC HEIGHTS	S041942253	108.22
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC KISTLER	S041961957	102.65
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC MACKIN	S041912622	157.31
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC SOLOMON	S41919356.	19.55
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC HEIGHTS	S041501450	6.22
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC KISTLER	S042107596	240.79
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC COUGHLIN	S041980456	15.25
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC COUGHLIN	S041980456	17.77
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC COUGHLIN	S041980456	322.82
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC GAR	S041985977	212.84
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC GAR	S041985977	17.82
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC MEYERS	S042033277	124.16
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC MEYERS	S042032778	31.04
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC MEYERS	S042032778	-31.04
55486	12/08/2020	COOPER ELECTRIC	10/07/2020	COOPER ELECTRIC GAR	S042056042	207.09
55486	12/08/2020	COOPER ELECTRIC	10/01/2020	COOPER ELECTRIC GAR	S041978870	358.22
55486	12/08/2020	COOPER ELECTRIC	09/10/2020	COOPER ELECTRIC HEIGHTS	S041752387	224.92
55486	12/08/2020	COOPER ELECTRIC	10/26/2020	COOPER ELECTRIC COUGHLIN	s042140765	177.32
55486	12/08/2020	COOPER ELECTRIC	10/26/2020	COOPER ELECTRIC MACKIN	s042156375	361.65
55486	12/08/2020	COOPER ELECTRIC	10/21/2020	COOPER ELECTRIC GAR	s042011285	87.58
55486	12/08/2020	COOPER ELECTRIC	10/21/2020	COOPER ELECTRIC GAR	s042011285	74.98
55486	12/08/2020	COOPER ELECTRIC	11/02/2020	DODSON SUPPLY	s042329626	37.85
55486	12/08/2020	COOPER ELECTRIC	11/04/2020	COOPER ELECTRIC DISTRICT	S042365246	169.78
55486	12/08/2020	COOPER ELECTRIC				0.00
55486	12/08/2020	COOPER ELECTRIC				0.00
55487	12/08/2020	DRAINTECH INC	09/21/2020	DRAINTECH ADM	954997	437.50
55487	12/08/2020	DRAINTECH INC	09/21/2020	DRAINTECH MEYERS	955344	337.50
55488	12/08/2020	DUNMORE ROOFING & SU	10/01/2020	DUNMORE ROOFING KISTLER	200200T	2,602.00
55489	12/08/2020	EASTERN PENN SUPPLY	09/22/2020	EASTERN PENN SOLOMON	S02593151.	14.65
55489	12/08/2020	EASTERN PENN SUPPLY	10/13/2020	EASTERN PENN GAR	S025959321	140.80
55489	12/08/2020	EASTERN PENN SUPPLY	10/14/2020	EASTERN PENN GAR	S02687049.	33.05
55489	12/08/2020	EASTERN PENN SUPPLY	10/13/2020	SUPPLY/DISTRICT	s026087049	141.47
55489	12/08/2020	EASTERN PENN SUPPLY	11/12/2020	SUPPLY/DISTRICT	s026258791	20.88
55490	12/08/2020	EASTERN ROOFING SYST	10/07/2020	EASTERN ROOFING FLOOD	1244412	476.97
55491	12/08/2020	ECONOMY LUMBER	09/14/2020	ECONOMY LUMBER ADM	345820	266.78
55491	12/08/2020	ECONOMY LUMBER	10/07/2020	ECONOMY LUMBER COUGHLIN	345447	150.90
55491	12/08/2020	ECONOMY LUMBER	10/08/2020	ECONOMY LUMBER GAR	346564	78.51
55491	12/08/2020	ECONOMY LUMBER	10/13/2020	ECONOMY LUMBER MACKIN	346703	38.30
55492	12/08/2020	FOUNDATION BUILDING	09/02/2020	FOUNDATION BUILDING STADIUM	11830453-0	152.53
55492	12/08/2020	FOUNDATION BUILDING	09/16/2020	FOUNDATION BUILDING GAR	11831263-0	30.40
55492	12/08/2020	FOUNDATION BUILDING	09/16/2020	FOUNDATION BUILDING GAR	11831259-0	171.41
55493	12/08/2020	FRANK N HENRY INC	10/07/2020	FRANK HENRY MEYERS	61607	230.00
55493	12/08/2020	FRANK N HENRY INC	10/19/2020	FRANK HENRY DODSON	61583	2,498.00
55493	12/08/2020	FRANK N HENRY INC	10/07/2020	FRANK HENRY GAR	61602	230.00
55493	12/08/2020	FRANK N HENRY INC	10/07/2020	FRANK HENRY GAR	61623	230.00
55493	12/08/2020	FRANK N HENRY INC	10/07/2020	FRANK HENRY MEYERS	61590	230.00
55493	12/08/2020	FRANK N HENRY INC	10/07/2020	FRANK HENRY GAR	61563	220.00
55493	12/08/2020	FRANK N HENRY INC	09/23/2020	FRANK N HENRY GAR	61558	1,004.00
55494	12/08/2020	GENERAL SUPPLY CO.	11/12/2020	GENERAL SUPPLY DISTRICT	211-054075	4,624.40
55495	12/08/2020	GERMANO GLASS, INC	06/01/2020	GERMANO GLASS SOLOMON	7337	250.00
55495	12/08/2020	GERMANO GLASS, INC	08/04/2020	GERMANO GLASS MEYERS	7338	275.00

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55495	12/08/2020	GERMANO GLASS, INC	09/23/2020	GERMANO GLASS SOLOMON	7339	275.00
55495	12/08/2020	GERMANO GLASS, INC	09/23/2020	GERMANO GLASS SOLOMON JR	7340	275.00
55496	12/08/2020	HOME DEPOT CREDIT SE	11/19/2020	SUPPLY/SOLOMON	4020052	10.96
55497	12/08/2020	HOME DEPOT CREDIT SE	09/16/2020	HOME DEPOT DISTRICT	8025789	103.22
55497	12/08/2020	HOME DEPOT CREDIT SE	09/28/2020	HOME DEPOT DODSON	6020074	79.00
55498	12/08/2020	INTEGRITEC, INC	09/02/2020	INTEGRITEC DISTRICT	36439	1,540.00
55498	12/08/2020	INTEGRITEC, INC	11/16/2020	SERVICE/DISTRICT	36925	1,540.00
55499	12/08/2020	JOHNSON CONTROLS FIR	10/02/2020	JOHNSON CONTROL FLOOD	21906298	600.00
55499	12/08/2020	JOHNSON CONTROLS FIR	10/22/2020	JOHNSON CONTROL HEIGHTS	87199266	510.00
55500	12/08/2020	LIGUS ELECTRIC SERVI	10/28/2020	LIGUS ELECTRIC SOLOMON	15716	548.35
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW ADM	84293	27.86
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW DISTRICT	83658	7.64
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW ADM	83634	28.32
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW SOLOMON	83652	16.70
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW DISTRICT	84272	12.14
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW DODSON 84294	84294	4.98
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW SOLOMON	84255	15.81
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW GAR	83664	147.29
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW DODSON 83592	83592	97.31
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW COUGHLIN 83551	83551	36.85
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW GAR	83550	8.09
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW GAR	83989	56.46
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW HEIGHTS	83661	36.85
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW STADIUM	83996	26.50
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW STADIUM 83980	83980	165.54
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW KISTLER 83958	83958	16.98
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW GAR 83548	83548	11.47
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW COUGHLIN 83957	83957	18.43
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW SOLOMON 83979	83979	74.58
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW HEIGHTS	84253	50.34
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW COUGHLIN	83629	19.76
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW HEIGHTS	83589	5.56
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW FLOOD	83566	21.44
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW DISTRICT	83537	94.47
55501	12/08/2020	MAIN HARDWARE	09/30/2020	MAIN HDW DISTRICT	83870	220.69
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW DISTRICT 84368	84368	470.00
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW DISTRICT 84310	84310	212.12
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW GAR 84394	84355	56.37
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW KISTLER 84401	84357	160.20
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW KISTLER POOL	84407	30.57
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW DODSON	83944	15.80
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW DODSON	83955	9.52
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW KISTLER 84468	84468	14.27
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW DISTRICT 83695	83695	20.74
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW GAR 84414	84414	99.50
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW GAR 84413	84413	52.50
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW DISTRICT 84457	84457	10.75
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW SOLOMON	84314	43.15
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW GAR	84335	44.95
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW GAR 84392	84349	34.80
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW COUGHLIN	84352	25.60
55501	12/08/2020	MAIN HARDWARE	10/31/2020	MAIN HDW HEIGHTS 84407	84394	15.51
55501	12/08/2020	MAIN HARDWARE				0.00
55501	12/08/2020	MAIN HARDWARE				0.00
55502	12/08/2020	MAIN POOL & CHEMICAL	09/22/2020	MAIN POOL KISTLER	2085722	580.28
55503	12/08/2020	MECHANICAL SERVICE C	09/22/2020	MECHANICAL SERVICE DODSON	13092A	155.00

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55503	12/08/2020	MECHANICAL SERVICE C	09/22/2020	MECHANICAL SERVICE FLOOD	13090A	310.00
55503	12/08/2020	MECHANICAL SERVICE C	09/22/2020	MECHANICAL SERVICE STADIUM	13108A	160.00
55503	12/08/2020	MECHANICAL SERVICE C	10/29/2020	MECHANICAL SERVICE MACKIN	13406A	1,395.00
55503	12/08/2020	MECHANICAL SERVICE C	10/29/2020	MECHANICAL SERVICE KISTLER	13405A	3,070.00
55503	12/08/2020	MECHANICAL SERVICE C	10/29/2020	MECHANICAL SERVICE SOLOMON	13407A	425.00
55503	12/08/2020	MECHANICAL SERVICE C	11/03/2020	MECHANICAL SERVICE MEYERS	13408A	695.00
55504	12/08/2020	MINERS MILLS SERVICE	10/28/2020	SERVICE/TRUCK #3	110420	445.82
55505	12/08/2020	PA PAPER & SUPPLY CO	08/14/2020	PA PAPER DODSON	s1424067.0	36.26
55505	12/08/2020	PA PAPER & SUPPLY CO	11/18/2020	PA PAPER HEIGHTS	S1429109.0	1,320.62
55506	12/08/2020	PENNSYLVANIA ONE CAL	10/26/2020	PA ONE CALL GAR	782178	125.00
55507	12/08/2020	R E MICHEL COMPANY,	10/19/2020	RE MICHAEL KISTLER	91883500	56.37
55508	12/08/2020	RALSTON MECHANICAL S	09/24/2020	RALSTON KISTLER	20-043	1,326.65
55508	12/08/2020	RALSTON MECHANICAL S	09/23/2020	RALSTON KISTLER	20-289	1,415.06
55508	12/08/2020	RALSTON MECHANICAL S	09/23/2020	RALSTON SOLOMON JR	20-282	175.00
55508	12/08/2020	RALSTON MECHANICAL S	09/16/2020	RALSTON SOLOMON JR 20-233-2PM	20-233-2pm	8,405.00
55508	12/08/2020	RALSTON MECHANICAL S	09/10/2020	RALSTON SOLOMON ELEM 20-233-1PM	20-233-1pm	8,405.00
55508	12/08/2020	RALSTON MECHANICAL S	09/10/2020	RALSTON HEIGHTS 20-232PM	20-232pm	4,975.00
55508	12/08/2020	RALSTON MECHANICAL S	09/10/2020	RALSTON KISTLER 20-231PM	20-231pm	7,940.00
55508	12/08/2020	RALSTON MECHANICAL S	09/09/2020	RALSTON SOLOMON JR 20-251-1	20-251-1	226.96
55508	12/08/2020	RALSTON MECHANICAL S	09/09/2020	RALSTON SOLOMON ELEM 20-263	20-263	144.00
55508	12/08/2020	RALSTON MECHANICAL S	09/09/2020	RALSTON SOLOMON ELEM	20-265	82.00
55508	12/08/2020	RALSTON MECHANICAL S	09/16/2020	RALSTON KISTLER	20-211-1	3,044.06
55508	12/08/2020	RALSTON MECHANICAL S	09/16/2020	RALSTON KISTLER	20-211-2	1,689.95
55508	12/08/2020	RALSTON MECHANICAL S	09/16/2020	RALSTON SOLOMON JR	20-250	605.52
55508	12/08/2020	RALSTON MECHANICAL S	09/16/2020	RALSTON SOLOMON JR	20-254-1	124.00
55508	12/08/2020	RALSTON MECHANICAL S	09/16/2020	RALSTON SOLOMON ELEM	20-264	82.00
55508	12/08/2020	RALSTON MECHANICAL S	09/16/2020	RALSTON SOLOMON JR	20-266	82.00
55508	12/08/2020	RALSTON MECHANICAL S	09/16/2020	RALSTON SOLOMON JR	20-267	62.00
55508	12/08/2020	RALSTON MECHANICAL S	09/16/2020	RALSTON SOLOMON JR	20-268	688.75
55508	12/08/2020	RALSTON MECHANICAL S	09/17/2020	RALSTON SOLOMON JR	20-257	93.00
55508	12/08/2020	RALSTON MECHANICAL S	09/17/2020	RALSTON SOLOMON JR	20-261	547.00
55508	12/08/2020	RALSTON MECHANICAL S	09/17/2020	RALSTON SOLOMON JR	20-269	62.00
55508	12/08/2020	RALSTON MECHANICAL S	09/17/2020	RALSTON HEIGHTS	20-271	157.60
55508	12/08/2020	RALSTON MECHANICAL S	09/17/2020	RALSTON HEIGHTS	20-271-2	268.00
55508	12/08/2020	RALSTON MECHANICAL S	09/17/2020	RALSTON MEYERS	20-273	1,569.84
55508	12/08/2020	RALSTON MECHANICAL S	09/17/2020	RALSTON SOLOMON ELEM	20-274	144.00
55508	12/08/2020	RALSTON MECHANICAL S	09/17/2020	RALSTON SOLOMON ELEM	20-275	419.00
55508	12/08/2020	RALSTON MECHANICAL S	09/17/2020	RALSTON FLOOD	20-283	144.00
55508	12/08/2020	RALSTON MECHANICAL S	09/17/2020	RALSTON SOLOMON ELEM	20-244-1	93.00
55508	12/08/2020	RALSTON MECHANICAL S	09/17/2020	RALSTON MEYERS	20-273-1	496.00
55508	12/08/2020	RALSTON MECHANICAL S	09/29/2020	RALSTON KISTLER	20-280	580.64
55508	12/08/2020	RALSTON MECHANICAL S	09/29/2020	RALSTON GAR	20-281	1,520.41
55508	12/08/2020	RALSTON MECHANICAL S	09/29/2020	RALSTON KISTLER	20-289-1	82.00
55508	12/08/2020	RALSTON MECHANICAL S	09/29/2020	RALSTON KISTLER	20-302	82.00
55508	12/08/2020	RALSTON MECHANICAL S	10/07/2020	RALSTON SOLOMON ELEM	20-245-1	62.00
55508	12/08/2020	RALSTON MECHANICAL S	10/07/2020	RALSTON SOLOMON JR	20-260	144.00
55508	12/08/2020	RALSTON MECHANICAL S	10/07/2020	RALSTON KISTLER	20-280-1	500.94
55508	12/08/2020	RALSTON MECHANICAL S	10/07/2020	RALSTON SOLOMON ELEM	20-304	144.00
55508	12/08/2020	RALSTON MECHANICAL S	10/07/2020	RALSTON SOLOMON JR	20-306	250.50
55508	12/08/2020	RALSTON MECHANICAL S	10/07/2020	RALSTON SOLOMON JR	20-247-1	62.00
55508	12/08/2020	RALSTON MECHANICAL S	10/13/2020	RALSTON SOLOMON JR	20-248-1	62.00
55508	12/08/2020	RALSTON MECHANICAL S	10/13/2020	RALSTON SOLOMON JR	20-257-1	82.00
55508	12/08/2020	RALSTON MECHANICAL S	09/16/2020	RALSTON KISTLER	20211-3	1,153.80
55508	12/08/2020	RALSTON MECHANICAL S	10/13/2020	RALSTON SOLOMON STOCK	tsp17963	4,752.03
55508	12/08/2020	RALSTON MECHANICAL S	11/11/2020	SERVICE/SOLOMON	20-335	113.00



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55508	12/08/2020	RALSTON MECHANICAL S	11/11/2020	SERVICE/SOLOMON	20-330	268.00
55508	12/08/2020	RALSTON MECHANICAL S	11/11/2020	SERVICE/KISTLER	20-326	175.00
55508	12/08/2020	RALSTON MECHANICAL S	11/11/2020	SERVICE/SOLOMON	20-320	113.00
55508	12/08/2020	RALSTON MECHANICAL S	11/11/2020	SERVICE/SOLOMON JRHS	20-250-1	62.00
55508	12/08/2020	RALSTON MECHANICAL S	11/05/2020	SERVICE/SOLOMON FIELD HOUSE	20-324	206.00
55508	12/08/2020	RALSTON MECHANICAL S	11/05/2020	SERVICE/SOLOMON	20-321	144.00
55508	12/08/2020	RALSTON MECHANICAL S	10/16/2020	SERVICE/SOLOMON	20-264-2	186.00
55508	12/08/2020	RALSTON MECHANICAL S	10/16/2020	SERVICE/SOLOMON JRHS	20-261-1	93.00
55508	12/08/2020	RALSTON MECHANICAL S				0.00
55508	12/08/2020	RALSTON MECHANICAL S				0.00
55509	12/08/2020	RJ WALKER CO	10/07/2020	RJ WALKER SOLOMON	S5406564.0	905.61
55509	12/08/2020	RJ WALKER CO	09/23/2020	RJ WALKER MEYERS	S5396489.0	274.75
55509	12/08/2020	RJ WALKER CO	09/16/2020	RJ WALKER KISTLER	S5390967.0	31.35
55509	12/08/2020	RJ WALKER CO	09/03/2020	RJ WALKER HEIGHTS	S5383926.0	266.62
55509	12/08/2020	RJ WALKER CO	06/04/2020	RJ WALKER DODSON	S5331859.0	12.85
55509	12/08/2020	RJ WALKER CO	06/04/2020	RJ WALKER DISTRICT	S5405705.0	248.12
55509	12/08/2020	RJ WALKER CO	10/15/2020	RJ WALKER SOLOMON	S5412039.0	41.58
55509	12/08/2020	RJ WALKER CO	10/13/2020	RJ WALKER GAR	S5410218.0	55.85
55509	12/08/2020	RJ WALKER CO	11/03/2020	GAR SUPPLY	S5425751.0	144.98
55509	12/08/2020	RJ WALKER CO	11/09/2020	GAR SUPPLY	S5425820.0	715.40
55509	12/08/2020	RJ WALKER CO	10/28/2020	SUPPLY/DODSON	S5419637.0	26.91
55509	12/08/2020	RJ WALKER CO	10/21/2020	RJ WALKER KISTLER S5416371	S5416371.0	4.11
55509	12/08/2020	RJ WALKER CO	10/21/2020	RJ WALKER FLOOD	S5411280.0	251.93
55509	12/08/2020	RJ WALKER CO	10/22/2020	RJ WALKER DODSON S5415420	S5415420.0	201.53
55509	12/08/2020	RJ WALKER CO	10/28/2020	RJ WALKER DODSON S5414286	S5414286.0	52.57
55509	12/08/2020	RJ WALKER CO	10/28/2020	RJ WALKER GAR S5422012	S5422012.0	44.67
55509	12/08/2020	RJ WALKER CO	10/27/2020	RJ WALKER FIELD HOUSE S5420267	S5420267.0	87.36
55510	12/08/2020	SHADES UNLIMITED	10/08/2020	SHADES UNLIMITED SOLOMON	1712	450.00
55511	12/08/2020	SHAWNEE CONCRETE	11/09/2020	SHAWNEE CONCRETE GAR	145097	823.50
55512	12/08/2020	SHERWIN WILLIAMS CO.	10/02/2020	SHERWIN WILLIAMS FIELDS	9262-6	202.14
55512	12/08/2020	SHERWIN WILLIAMS CO.	09/23/2020	SHERWIN WILLIAMS KISTLER POOL	8924-2	298.47
55512	12/08/2020	SHERWIN WILLIAMS CO.	09/21/2020	SHERWIN WILLIAMS GAR	5823-4	98.95
55512	12/08/2020	SHERWIN WILLIAMS CO.	09/21/2020	SHERWIN WILLIAMS FIELDS	8803-8	202.14
55512	12/08/2020	SHERWIN WILLIAMS CO.	09/09/2020	SHERWIN WILLIAMS GAR	5406-8	58.07
55512	12/08/2020	SHERWIN WILLIAMS CO.	10/20/2020	SHERWIN WILLIAMS KISTLER	6722-7	153.70
55512	12/08/2020	SHERWIN WILLIAMS CO.	09/09/2020	SHERWIN WILLIAMS DISTRICT	8303-9	34.93
55512	12/08/2020	SHERWIN WILLIAMS CO.	09/08/2020	SHERWIN WILLIAMS DISTRICT	5352-4	202.14
55512	12/08/2020	SHERWIN WILLIAMS CO.	10/15/2020	SHERWIN WILLIAMS DISTRICT	6589-0	649.84
55513	12/08/2020	SIMPLEXGRINNELL	11/03/2020	SERVICE/DODSON	21957196	4,232.00
55513	12/08/2020	SIMPLEXGRINNELL	11/03/2020	MACKIN SERVICE	21957221	420.00
55513	12/08/2020	SIMPLEXGRINNELL	11/03/2020	SERVICE/GAR	21957217	4,280.99
55513	12/08/2020	SIMPLEXGRINNELL	11/03/2020	SERVICE/MEYERS	21957198	176.00
55514	12/08/2020	SUPERIOR POOLS & SPA	08/08/2020	SUPERIOR POOL KISTLER	080820	7,500.00
55515	12/08/2020	TORBIK SAFE & LOCK,	10/23/2020	TORBIK LOCK KISTLER	N400548565	45.00
55516	12/08/2020	TRISTATE HVAC EQUIPM	10/16/2020	TRISTATE HVAC SM416170	SM416170	7,094.00
55517	12/08/2020	UNITED HEATING & AIR	11/06/2020	UNITED HEATING MEYERS	12667	3,444.00
55517	12/08/2020	UNITED HEATING & AIR	10/06/2020	UNITED HEATING GAR	12664	957.00
55517	12/08/2020	UNITED HEATING & AIR	10/06/2020	UNITED HEATING GAR	12663	696.00
55517	12/08/2020	UNITED HEATING & AIR	06/12/2020	UNITED HEATING MEYERS	12476	174.00
55517	12/08/2020	UNITED HEATING & AIR	10/12/2020	UNITED HEATING KISTLER	12679	577.00
55517	12/08/2020	UNITED HEATING & AIR	10/12/2020	UNITED HEATING SOLOMON	12678	730.00
55517	12/08/2020	UNITED HEATING & AIR	10/12/2020	UNITED HEATING DODSON	12680	733.00
55517	12/08/2020	UNITED HEATING & AIR	10/12/2020	UNITED HEATING DODSON	12669	1,513.34
55517	12/08/2020	UNITED HEATING & AIR	11/08/2020	SERVICE/MEYERS	12714	322.00
55517	12/08/2020	UNITED HEATING & AIR	11/04/2020	SERVICE/COUGHLIN	12700	3,265.31

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55517	12/08/2020	UNITED HEATING & AIR	11/11/2020	SERVICE/MEYERS 12722	12722	2,974.89
55518	12/08/2020	UNITED RENTALS	09/21/2020	UNITED RENTAL DISTRICT	184935142-	81.60
55518	12/08/2020	UNITED RENTALS	09/11/2020	UNITED RENTAL DISTRICT	185743232-	639.93
55518	12/08/2020	UNITED RENTALS	11/04/2020	SERVICE/GAR 187539961-001	187539961-	1,557.20
55519	12/08/2020	VALLEY POWER EQUIPME	09/09/2020	VALLEY POWER KISTLER POOL	111101	220.00
55519	12/08/2020	VALLEY POWER EQUIPME	09/23/2020	VALLEY POWER DISTRICT	110814	24.95
55519	12/08/2020	VALLEY POWER EQUIPME	10/20/2020	VALLEY POWER FLOOD	111921	791.24
55519	12/08/2020	VALLEY POWER EQUIPME	09/08/2020	VALLEY POWER SOLOMON	11082	187.47
55519	12/08/2020	VALLEY POWER EQUIPME	11/11/2020	SERVICE/DISTRICT 113146	113146	444.50
55520	12/08/2020	WALTER'S HARDWARE	10/13/2020	WALTERS HDW STADIUM	D161944	33.76
55520	12/08/2020	WALTER'S HARDWARE	10/14/2020	WALTERS HDW SOLOMON	D161995	36.75
55520	12/08/2020	WALTER'S HARDWARE	10/07/2020	WALTERS HDW GAR	D161601	11.28
55520	12/08/2020	WALTER'S HARDWARE	10/23/2020	WALTERS HDW GAR	D124509	75.23
55520	12/08/2020	WALTER'S HARDWARE	09/18/2020	WALTERS HDW SOLOMON	D160591	28.93
55520	12/08/2020	WALTER'S HARDWARE	09/15/2020	WALTERS HDW GAR	D160365	25.42
55520	12/08/2020	WALTER'S HARDWARE	10/06/2020	WALTERS HDW SOLOMON	D161533	149.94
55520	12/08/2020	WALTER'S HARDWARE	09/15/2020	WALTERS HDW GAR	D160358	77.50
55520	12/08/2020	WALTER'S HARDWARE	09/16/2020	WALTERS HDW GAR	D160437	35.97
55520	12/08/2020	WALTER'S HARDWARE	11/05/2020	GAR SUPPLY	D163246	32.74
55520	12/08/2020	WALTER'S HARDWARE	11/09/2020	HEIGHTS SUPPLY	D163407	16.75
55520	12/08/2020	WALTER'S HARDWARE	11/09/2020	SOLOMON ELEMENTARY SUPPLY	D163435	421.01
55520	12/08/2020	WALTER'S HARDWARE	11/10/2020	SUPPLY/SOLOMON	D163481	119.62
55520	12/08/2020	WALTER'S HARDWARE	11/19/2020	SUPPLY/DISTRICT	E24224	49.96
55521	12/08/2020	WILKES BARRE MATERIA	09/14/2020	WILKES-BARRE MATERIALS SOLOMON	14375	79.69
55522	12/08/2020	CENTRAL INTERMEDIATE	09/01/2020	EDUCAITONAL SERVICES PROVIDED FINAL CCYC 2019-20 BILLING	2100000234	365.04
55523	12/08/2020	CHILDREN'S SERVICE C	09/01/2020	EDUCAITONAL SERVICES PROVIDED SEPT 2020	100820 PLA	18,722.00
55523	12/08/2020	CHILDREN'S SERVICE C	10/08/2020	EDUCAITONAL SERVICES PROVIDED SEPT 2020	100820 THE	12,191.00
55523	12/08/2020	CHILDREN'S SERVICE C	10/15/2020	EDUCAITONAL SERVICES PROVIDED SEPT 2020	101520 THE	891.00
55524	12/08/2020	COLONIAL SCHOOL DIST	10/13/2020	EDUCAITONAL SERVICES PROVIDED 2019-20 SCHOOL YEAR	1052000073	261.03
55524	12/08/2020	COLONIAL SCHOOL DIST	10/07/2020	EDUCAITONAL SERVICES PROVIDED SY 19-20	1052000036	35,706.80
55525	12/08/2020	ENCORE THERAPY SERVI	10/11/2020	EDUCAITONAL SERVICES PROVIDED AT THE GRAHAM ACADEMY AUG SEPT 2020	3293	7,615.30
55526	12/08/2020	GROVE CITY AREA SCHO	03/31/2020	EDUCAITONAL SERVICES PROVIDED MARCH 2020	G20989	3,339.00
55526	12/08/2020	GROVE CITY AREA SCHO	01/31/2020	EDUCAITONAL SERVICES PROVIDED JAN 2020	G20722	6,360.00
55527	12/08/2020	HAZLETON AREA SCHOOL	10/07/2020	EDUCAITONAL SERVICES PROVIDED SY 19-20	TU-19/20 P	23,301.22
55528	12/08/2020	KIDSPACE NATIONAL C	09/30/2020	EDUCAITONAL SERVICES PROVIDED SEPT 2020	20201006	640.00
55528	12/08/2020	KIDSPACE NATIONAL C	10/31/2020	EDUCATIONAL SERVICES PROVIDED OCT 2020	20201105	320.00
55529	12/08/2020	MONTGOMERY AREA SCHO	10/16/2020	EDUCAITONAL SERVICES PROVIDED SY 2019-20 BLAST IU 17	093020	10,999.75
55530	12/08/2020	NEW STORY LLC	10/16/2020	EDUCAITONAL SERVICES PROVIDED OCT 2020	4005381062	144,800.00
55530	12/08/2020	NEW STORY LLC	11/04/2020	EDUCATIONAL SERVICES PROVIDED NOV 2020	4005381142	115,125.00

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55531	12/08/2020	PASD-MAYS/PA CHILD C	10/31/2020	EDUCATIONAL SERVICES PROVIDED OCT 2020	10-8	239.64
55531	12/08/2020	PASD-MAYS/PA CHILD C	10/31/2020	EDUCATIONAL SERVICES PROVIDED OCT 2020	10-9	778.83
55531	12/08/2020	PASD-MAYS/PA CHILD C	10/31/2020	EDUCATIONAL SERVICES PROVIDED OCT 2020	10-10	179.73
55532	12/08/2020	PRESSLEY RIDGE	10/07/2020	EDUCAITONAL SERVICES PROVIDED SEPT 2020	127696	2,860.00
55532	12/08/2020	PRESSLEY RIDGE	10/07/2020	EDUCAITONAL SERVICES PROVIDED SEPT 2020	127704	8,525.00
55532	12/08/2020	PRESSLEY RIDGE	11/05/2020	EDUCATIONAL SERVICES PROVIDED OCT 2020	128005	8,387.50
55532	12/08/2020	PRESSLEY RIDGE	08/12/2020	EDUCATIONAL SERVICES PROVIDED JUNE 2020	126270	5,610.00
55532	12/08/2020	PRESSLEY RIDGE	08/12/2020	EDUCATIONAL SERVICES PROVIDED JUNE 2020	126507	3,685.00
55533	12/08/2020	SCHOOL DISTRICT OF L	09/15/2020	EDUCAITONAL SERVICES PROVIDED SY 2019-20	1920-0081	3,344.37
55534	12/08/2020	SPECIALIZED EDUCATIO	10/20/2020	EDUCATIONAL SERVICES PROVIDED SEPT 2020 THE GRAHAM ACADEMY	INV103092	47,860.00
55534	12/08/2020	SPECIALIZED EDUCATIO	11/12/2020	EDUCATIONAL SERVICES PROVIDED OCT 2020 THE GRAHAM ACADEMY	INV104387	60,852.50
55535	12/08/2020	TWIN VALLEY SCHOOL D	10/22/2020	EDUCATIONAL SERVICES PROVIDED MONTH OF MAY 2020	A1676	2,527.27
55535	12/08/2020	TWIN VALLEY SCHOOL D	10/21/2020	EDUCATIONAL SERVICES PROVIDED MONTH OF MAY-JUNE 2020	A1654	6,322.97
55536	12/08/2020	UNIVERSAL COMMUNITY	10/16/2020	EDUCAITONAL SERVICES PROVIDED SEPT 2020	083219-1	469.00
55537	12/08/2020	WILKES-BARRE BEHAVIO	10/16/2020	EDUCAITONAL SERVICES PROVIDED SEPT 2020	APO920W-B	2,640.00
55537	12/08/2020	WILKES-BARRE BEHAVIO	11/04/2020	EDUCATIONAL SERVICES PROVIDED MONTH OF SEPT 2020	FH0920W-B1	1,560.00
55537	12/08/2020	WILKES-BARRE BEHAVIO	11/06/2020	EDUCATIONA SERVICES PROVIDED OCT 2020	AP1020W-B	3,300.00
55537	12/08/2020	WILKES-BARRE BEHAVIO	11/06/2020	EDUCATIONAL SERVICES PROVIDED OCT 20	FH1020W-B1	3,740.00
55538	12/08/2020	WYOMING AREA SCHOOL	11/06/2020	EDUCATIONAL SERVICES PROVIDED SY 2019-20	110620	865.23
55539	12/08/2020	BLAZICK, STANLEY	11/06/2020	MILEAGE FOR THE MONTH OF OCT 2020	MILEAGEOCT	201.25
55540	12/08/2020	CHACKAN, BARBARA	11/10/2020	MILEAGE FOR THE MONTH OF SEPT 2020	mileageSEP	6.33
55540	12/08/2020	CHACKAN, BARBARA	11/10/2020	MILEAGE FOR THE MONTH OF OCT 2020	mileageOCT	4.03
55540	12/08/2020	CHACKAN, BARBARA	10/30/2020	MILEAGE FOR THE MONTH OF MAR 2020	mileageMAR	10.93
55541	12/08/2020	CHRONOWSKI, STACY	11/10/2020	MILEAGE FOR THE MONTH OF SEPT 2020	mileageSEP	34.16
55542	12/08/2020	CORCORAN, MICHAEL	11/10/2020	MILEAGE FOR THE MONTH OF OCT 2020	mileageOCT	36.80
55543	12/08/2020	DECKER, JAMES	11/10/2020	MILEAGE FOR THE MONTH OF OCT 2020	mileageOCT	201.25
55544	12/08/2020	DROST, CORINNE	11/10/2020	MILEAGE FOR THE MONTH OF OCT 2020	mileageOCT	45.43
55544	12/08/2020	DROST, CORINNE	11/10/2020	MILEAGE FOR THE MONTH OF SEPT 2020	mileageSEP	44.85

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55545	12/08/2020	JONES, TODD	11/10/2020	MILEAGE FOR THE MONTH OF SEPT 2020	mileageSEP	18.40
55546	12/08/2020	KWARCINSKI, SARAH	11/06/2020	MILEAGE FOR THE MONTH OF OCT 2020	MILEAGEOCT	51.18
55547	12/08/2020	LEIGHTON, BRIAN	11/10/2020	MILEAGE FOR THE MONTH OF SEPT 2020	mileageSEP	46.00
55547	12/08/2020	LEIGHTON, BRIAN	11/06/2020	MILEAGE FOR THE MONTH OF OCT 2020	MILEAGEOCT	71.30
55548	12/08/2020	LUONGO, ROBERT	11/10/2020	MILEAGE FOR THE MONTH OF OCT 2020	mileageOCT	201.25
55549	12/08/2020	MAKARAVAGE, ROBERT	11/10/2020	MILEAGE FOR THE MONTH OF OCT 2020	mileageOCT	15.52
55550	12/08/2020	SHERIDAN, JAMES	11/10/2020	MILEAGE FOR THE MONTH OF OCT 2020	mileageOCT	58.65
55551	12/08/2020	SIMONETTI, ROBERT	11/10/2020	MILEAGE FOR THE MONTH OF OCT 2020	mileageOCT	60.95
55552	12/08/2020	SPEIER, ROCHELLE	11/06/2020	MILEAGE FOR THE MONTH OF OCT 2020	MILEAGEOCT	59.80
55553	12/08/2020	THOMAS, KEVIN	11/10/2020	MILEAGE FOR THE MONTH OF OCT 2020	mileageOCT	201.25
55554	12/08/2020	WASLASKY, WAYNE	11/06/2020	MILEAGE FOR THE MONTH OF OCT 2020	MILEAGEOCT	146.05
55555	12/08/2020	WELGOSH, JENNIFER	11/06/2020	MILEAGE FOR THE MONTH OF OCT 2020	MILEAGEOCT	36.80
55556	12/08/2020	WELLES, KEVIN	11/10/2020	MILEAGE FOR THE MONTH OF OCT 2020	mileageOCT	13.80
55557	12/08/2020	WILLIAMSON, LORISSA	11/10/2020	MILEAGE FOR THE MONTH OF OCT 2020	mileageOCT	7.59
55558	12/08/2020	YANNIELLO, LAUREN	11/10/2020	MILEAGE FOR THE MONTH OF OCT 2020	mileageOCT	11.50
55558	12/08/2020	YANNIELLO, LAUREN	11/10/2020	MILEAGE FOR THE MONTH OF MAR 2020	mileageMAR	6.33
55559	12/08/2020	1ST ALERT SECURITY &	11/03/2020	overnight coverage OCT 2020	110320	576.00
55560	12/08/2020	ALLEGHENY IU3	03/23/2020	SPEC ED PHYSICAL AND OCC THERAPY JAN 2020	23698	93.88
55560	12/08/2020	ALLEGHENY IU3	04/02/2020	SPEC ED OCC THERAPY FEB 2020	23843	30.75
55561	12/08/2020	BERKHEIMER ASSOCIATE	10/31/2020	COMPUTER SERVICE PER CAPITA TAX BILLING	20100072	7.75
55561	12/08/2020	BERKHEIMER ASSOCIATE	10/30/2020	01 40 885 000 LST103114 OCT 2020	LST	131.45
55562	12/08/2020	CITIZENS' VOICE	10/30/2020	185303 OCT 2020 BILLING MEETING NOTICES	185303	72.50
55563	12/08/2020	DEHEY MCANDREW	10/19/2020	403 B OCT 2020	3403	581.94
55564	12/08/2020	ESS NORTHEAST LLC	10/03/2020	SUBSTITUTE TEACHERS WEEK ENDING 10-3-20	INV195792	5,750.84
55564	12/08/2020	ESS NORTHEAST LLC	10/10/2020	SUBSTITUTE TEACHERS WEEK ENDING 10-10-2020	INV197167	1,253.05
55564	12/08/2020	ESS NORTHEAST LLC	10/10/2020	SUBSTITUTE TEACHERS WEEK ENDING 10-10-2020	INV198461	5,196.86
55564	12/08/2020	ESS NORTHEAST LLC	10/17/2020	SUBSTITUTE TEACHERS WEEK ENDING 10-17-20	INV198462	5,513.42
55564	12/08/2020	ESS NORTHEAST LLC	10/31/2020	SUBSTITUTE TEACHERS WEEK ENDING 10-31-20	INV201082	1,055.20
55564	12/08/2020	ESS NORTHEAST LLC	11/07/2020	SUBSTITUTE TEACHERS WEEK ENDING 11-7-20	INV202479	105.52
55564	12/08/2020	ESS NORTHEAST LLC	11/14/2020	SUBSTITUTE TEACHERS WEEK	INV203828	791.40

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				ENDING 11-14-20		
55565	12/08/2020	GABRIEL, HAL	10/27/2020	REIMBURSE PA PRINCIPAL ASSOCIATION DUES	102720	375.00
55566	12/08/2020	HEWLETT PACKARD FINA	10/30/2020	NOV 2020	6707720000	52,716.11
55567	12/08/2020	JOHN MCELWEE	10/30/2020	PROFESSIONAL SERVICES OCT 2020	56	875.00
55568	12/08/2020	MAPLE DEVELOPMENT IN	11/06/2020	REFUND SCHOOL TAX YEAR 2018	REFUND	3,789.68
55569	12/08/2020	MAZZITTI & SULLIVAN	03/04/2020	EAP QUARTERLY BILLING APR-JUNE 2020	WBASD03042	4,369.50
55570	12/08/2020	SCHIEL'S FAMILY MARK	09/30/2020	HOME EC SUPPLIES LIFESKILLS SEPT 2020	093020	593.95
55571	12/08/2020	SHERIDAN, JAMES	10/30/2020	CLOTHING ALLOWANCE	103020	66.39
55572	12/08/2020	STA OF PENNSYLVANIA,	09/30/2020	TRANSPORTATION SEPT 2020 NON PUBLIC	2732095	17,392.66
55572	12/08/2020	STA OF PENNSYLVANIA,	10/31/2020	TRANSPORTATION SEPT 2020 REVISED	38488073	270,433.62
55572	12/08/2020	STA OF PENNSYLVANIA,	08/31/2020	TRANSPORTATION AUG 2020 NON PUBLIC	27285094	849.60
55573	12/08/2020	THE TIMES LEADER	10/30/2020	OCT 2020 BILLING MEETING NOTICES	80094164	90.80
55574	12/08/2020	WILKES-BARRE AREA SC	10/30/2020	FOSTER GRANDPARENT IN KIND MEALS OCT 2020	103020	342.00
55575	12/08/2020	1ST ALERT SECURITY &	11/09/2020	Security Provided for Fall Sports 2020	November 9	2,446.54
55576	12/08/2020	THE ATHLETIC IMAGE	05/26/2020	VARSITY BOYS BASKETBALL	1501A	1,405.00
55577	12/08/2020	BARNIC, CHRISTOPHER	11/05/2020	Wolfpack Football Official 11-5-2020	WBA FB 110	78.00
55578	12/08/2020	BERRYMAN, MAUREEN	10/16/2020	Wolfpack JV/V Field Hockey Official 10-16-2020	WBA JV/V F	103.00
55579	12/08/2020	BIROS UTILITIES, INC	11/05/2020	Portable Toilet Rentals - SPJH Complex	144105	34.00
55579	12/08/2020	BIROS UTILITIES, INC	11/05/2020	Portable Toilet Rentals - Gibby Field	144106	68.00
55579	12/08/2020	BIROS UTILITIES, INC	11/05/2020	Portable Toilet Rentals - Memorial Stadium	144108	302.00
55579	12/08/2020	BIROS UTILITIES, INC	11/05/2020	Portable Toilet Rental - Guthrie Field	144104	34.00
55580	12/08/2020	BSN SPORTS LLC	11/06/2020	VARSITY BOYS BASKETBALL	910610113	1,674.88
55580	12/08/2020	BSN SPORTS LLC	11/10/2020	VARSITY GIRLS BASKETBALL	910642834	2,370.88
55581	12/08/2020	CALABRESE, PASQUALE	10/15/2020	Wolfpack JV/V Girls Soccer Official 10-15-2020	WBA JV/V G	64.00
55582	12/08/2020	COLEMAN, NICHOLAS	11/05/2020	Wolfpack Football Official 11-5-2020	WBA FB 110	78.00
55583	12/08/2020	COMMONWEALTH OF PENN	11/02/2020	Renewal Application for Pesticide Business License - 2021	BU3552 - R	35.00
55584	12/08/2020	CONNOLLY, COLLEEN	10/16/2020	Wolfpack JV/V Field Hockey Official 10-16-2020	WBA JV/V F	103.00
55584	12/08/2020	CONNOLLY, COLLEEN	10/28/2020	Wolfpack JV/V Field Hockey Official 10-28-2020	WBA JV/VFH	103.00
55585	12/08/2020	FLANLEY, WILLIAM	10/29/2020	Wolfpack Boys Soccer Official 10-29-2020	WBA BScr 1	64.00
55586	12/08/2020	GAYOSKI, RALPH	10/13/2020	Wolfpack FR Field Hockey Official 10-13-2020	WBA FR FH	75.00
55587	12/08/2020	GYORY, JOHN	10/16/2020	Wolfpack JV/V Boys Soccer Official 10-16-2020	WBA JV/V B	64.00

CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
55587	12/08/2020	GYORY, JOHN	10/29/2020	Wolfpack Boys Soccer Official 10-29-2020	WBA BScr 1	64.00
55588	12/08/2020	HOLCOMB, DEVON	10/28/2020	Wolfpack JV/V Field Hockey Official 10-28-2020	WBA JV/V F	103.00
55589	12/08/2020	HUDL	11/19/2020	Varsity Boys Basketball	01035005	450.00
55589	12/08/2020	HUDL	11/10/2020	Varsity Girls Basketball	01046291	450.00
55590	12/08/2020	KASKEY, HARRY	10/15/2020	Wolfpack JV/V Girls Soccer Official 10-15-2020	WBA JV/V G	64.00
55590	12/08/2020	KASKEY, HARRY	10/29/2020	Wolfpack Boys Soccer Official 10-29-2020	WBA BScr 1	64.00
55591	12/08/2020	KEIPER, KEITH	10/15/2020	Wolfpack JV/V Girls Soccer Official 10-15-2020	WBA JV/V G	64.00
55592	12/08/2020	LEVANDOWSKI, JANNA	10/13/2020	Wolfpack FR Field Hockey Official 10-13-2020	WBA FR FH	75.00
55593	12/08/2020	LUSSI, LOUIS	10/16/2020	Wolfpack JV/V Boys Soccer Official 10-16-2020	WBA JV/V B	64.00
55594	12/08/2020	MACOSKY, EDWARD	11/05/2020	Wolfpack Football Official 11-5-2020	WBA FB 110	78.00
55595	12/08/2020	MONAGHAN, MICHAEL	11/05/2020	Wolfpack Football Official 11-5-2020	WBA FB 110	78.00
55596	12/08/2020	NEALON, JOHN	10/16/2020	Wolfpack JV/V Boys Soccer Official 10-16-2020	WBA JV/V B	64.00
55596	12/08/2020	NEALON, JOHN	10/29/2020	Wolfpack Girls Soccer Official 10-29-2020	WBA GScr -	64.00
55597	12/08/2020	PEKAROVSKY, JOHN	11/05/2020	Wolfpack Football Official 11-5-2020	WBA FB 110	78.00
55598	12/08/2020	PERFORMANCE HEALTH S	11/12/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93067869	9.26
55598	12/08/2020	PERFORMANCE HEALTH S	10/09/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93077608	9.78
55598	12/08/2020	PERFORMANCE HEALTH S	10/13/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93087612	13.72
55598	12/08/2020	PERFORMANCE HEALTH S	10/02/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93053317	37.00
55598	12/08/2020	PERFORMANCE HEALTH S	10/24/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93125286	57.75
55598	12/08/2020	PERFORMANCE HEALTH S	10/15/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93097965	66.90
55598	12/08/2020	PERFORMANCE HEALTH S	09/30/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93042304	81.93
55598	12/08/2020	PERFORMANCE HEALTH S	10/08/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93072730	122.30
55598	12/08/2020	PERFORMANCE HEALTH S	10/29/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93145412	148.14
55598	12/08/2020	PERFORMANCE HEALTH S	09/22/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93007581	150.96
55598	12/08/2020	PERFORMANCE HEALTH S	09/24/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93016917	227.71
55598	12/08/2020	PERFORMANCE HEALTH S	09/19/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93000906	264.67
55598	12/08/2020	PERFORMANCE HEALTH S	09/28/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	93031781	1,083.01
55598	12/08/2020	PERFORMANCE HEALTH S	09/18/2020	ATHLETIC TRAINER SUPPLY 2020/2021 FY GAR/CHS	92996725	2,897.85
55598	12/08/2020	PERFORMANCE HEALTH S	11/04/2020	ATHLETIC TRAINER BACKORDERED ITEMS	93164249	8.84

CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
55598	12/08/2020	PERFORMANCE HEALTH S	11/02/2020	ATHLETIC TRAINER BACKORDERED ITEMS	93154924	27.20
55598	12/08/2020	PERFORMANCE HEALTH S	11/09/2020	ATHLETIC TRAINER BACKORDERED ITEMS	93173848	70.72
55598	12/08/2020	PERFORMANCE HEALTH S	11/23/2020	ATHLETIC TRAINER BACKORDERED ITEMS	91781090	255.90
55598	12/08/2020	PERFORMANCE HEALTH S				0.00
55599	12/08/2020	SEGEAR, BETTY	10/29/2020	Wolfpack Girls Soccer Official 10-29-2020	WBA GScr 1	64.00
55600	12/08/2020	SEWER AUTHORITY OF P	12/04/2020	41 Abbott Street - Solomon Complex - 12-31-2020	05146	286.27
55600	12/08/2020	SEWER AUTHORITY OF P	12/04/2020	41 Abbott Street -12-31-2020	05199	27.60
55601	12/08/2020	STA OF PENNSYLVANIA,	09/30/2020	Athletic Transportation - August 2020	70108288	3,733.75
55601	12/08/2020	STA OF PENNSYLVANIA,	09/30/2020	September 2020 - Athletic Transportation	70109002	15,213.25
55602	12/08/2020	STEFANOSKI, GERALD	11/05/2020	Wolfpack Football Official 11-5-2020	WBA FB 110	78.00
55603	12/08/2020	WINGERT, PHILIP	10/29/2020	Wolfpack Girls Soccer Official 10-29-2020	WBA GScr 1	64.00
Totals for checks						1,184,120.83

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
.0	GENERAL FUND	0.00	0.00	1,184,120.83	1,184,120.83
*** Fund Summary Totals ***		0.00	0.00	1,184,120.83	1,184,120.83

\*\*\*\*\* End of report \*\*\*\*\*



**BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE**

**E. Contracted Services**

1. That approval be given to enter into a contract with Conrad Siegel Actuaries, 501 Corporate Circle, P.O. Box 5900, Harrisburg, PA to ensure the District is in compliance with the Sections 6055 and 6056, Employer Reporting Mandate under the Affordable Care Act (ACA) for calendar year 2020 at a fee of \$8,600. **“Exhibit C”**
2. That approval be given to ratify the Contract Addendum between the Wilkes-Barre Area School District and Atlantic Testing Laboratories at an estimated cost of \$9,410. **“Exhibit D”**
3. That approval be given to ratify an agreement between the Wilkes-Barre Area School District and Luzerne County regarding the COVID-19 County Relief Block Grant in the amount of \$119,157.50 to be expended by December 31, 2020. **“Exhibit E”**
4. That approval be given to award a contract to Detwiler Roofing, LLC for the Kistler Roof Replacement Project in the amount of \$575,000.00 which represents the base bid plus Alternates No. 1 and No. 2. The bid includes (4) unit prices. **Unit Price #1:** Lineal foot price to remove and replace any and all damaged or deteriorated existing wood with new matching thickness and type non-pressure treated wood. 2"x4" is \$3.00; 2"x6" is \$4.00; 2"x8" is \$5.00; 2"x10" is \$6.00; 2"x12" IS \$7.00. **Unit Price #2:** Provide a square foot price to remove and properly dispose of existing damaged, deteriorated and/or wet plywood sheathing and replace with new CDX plywood sheathing to match existing thickness, configuration and profile - \$4.00 per square foot. **Unit Price #3:** Concrete Pavers: Per unit price to furnish and install additional Hanover Standard concrete pavers, 23.5" x 23.5" x 1.8", 23 lbs per square foot to supplement quantity of pave quantity specified in the Scope of Work - \$40.00 per unit. **Unit Price #4:** Remove, dispose and replace existing pipe support - \$300 per unit.
5. That approval be given to enter into an Intergovernmental Cooperation Agreement Regarding the Installation of a Police Radio Antenna By and Between Certain Pennsylvania Political Subdivisions. **“Exhibit F”**
6. That approval be given to enter into an agreement between Wilkes-Barre Area School District and the Greater Wilkes-Barre Industrial Fund, Inc. in order to obtain a \$1,000,000 ISRP grant for site remediation. **“Exhibit G”**
7. To approve Change Order #005 for Benell, Inc. in the amount of \$2,619.47. The Change Order consists of the following:
 

Bulletin No. 21 clarifications – re-route roof drain piping @ 2 locations per WKL	\$2,619.47
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BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

8. To approve Change Order #010 for Everon Electrical Contractors, Inc. in the amount of \$12,800.16. The Change Order consists of the following:
- |  |            |
|--|------------|
| RFI No. 547 – Provide feeder cable from panel NEA1C to NEF1C                 | \$1,590.04 |
| Premium portion of overtime for work performed on 11/12/2020 (union holiday) | \$1,163.84 |
| RFI No. 556 – Provide (7) additional receptacles for Data & CCTV racks       | \$8,322.74 |
| RFI No. 548 – Provide SLP2 breaker in SWBD MDP3                              | \$1,723.54 |
9. To approve Change Order #004 for Green Valley Landscaping, Inc. in the amount of \$4,443.00. The Change Order consists of the following:
- |   |            |
|---|------------|
| Fertilize 12 acres of lawn areas and slopes (Fall 2020) | \$4,443.00 |
|---|------------|
10. To approve Change Order #002 for Linde Corporation in the amount of \$8,223.96. The Change Order consists of the following:
- |   |            |
|---|------------|
| Bituminous paving for permanent trench restoration along Ann Street | \$8,223.96 |
|---|------------|
11. To approve Change Order #014 for Quandel Construction Group, Inc. in the amount of \$2,080.63. The Change Order consists of the following:
- |  |              |
|--|--------------|
| Cut out CMU for compression testing by Owner & patch holes | \$3,080.63   |
| Credit for Stair M   | (\$1,000.00) |
12. To approve Change Order #012 for Stell Enterprises, Inc. in the amount of \$53,352.47. The Change Order consists of the following:
- |  |             |
|--|-------------|
| Provide additional 2" layer of ID-2 binder & tack coat in parking lot (Area 5) per GSE | \$29,339.67 |
| Remove and replace unsuitable soil @ Cross Valley on-ramp per PADOT (approx.. 75 CY)   | \$7,350.00  |
| Excavate for street light & mast arm at Cross Valley using Vac truck per WWSA          | \$2,503.00  |
| Remove concrete barriers from Cross Valley & store on site in lieu of Maffett St RW    | \$7,851.00  |
| Provide additional 2" of pave @ Cross Valley on-ramp per PADOT inspector               | \$6,308.80  |


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Rev. Shawn Walker, Chairperson





Health & Welfare Benefits Consulting

 **Conrad Siegel**

Submitted By:  
**Jonathan Sapochak, FSA**  
Partner & Consulting Actuary

501 Corporate Circle  
P.O. Box 5900  
Harrisburg, PA 17110

[conradsiegel.com](http://conradsiegel.com)

Proposal for  
Wilkes-Barre Area School District  
2020 ACA Employer Reporting  
*October 19, 2020*

## About Us

Conrad Siegel is an independently owned firm based in Harrisburg for 50 years. We offer a comprehensive approach to employee benefit issues from all types of retirement plans to health and welfare benefit plans using proven actuarial principles and expertise.

We work with hundreds of clients ranging from small, closely held businesses to Fortune 500 companies with international offices. We tailor our services to precisely and cost-effectively meet your goals. Our formula for success is rooted in our actuarial expertise and our clients' satisfaction with the quality of service we provide.

### **Independent, Objective Advice**

- Committed to providing objective, unbiased advice, always in our client's best interest.
- A fee-based philosophy – our fees are fully disclosed and completely transparent.
- **NO HIDDEN COSTS** – we eliminate commissions from insurance policies, where possible, and return them to you through lower premiums.

### **Proactive, Cost-Effective Solutions**

- Our strategic planning process removes the reactive "crisis management" aspect of employee benefits administration and allows you to regain a proactive role in designing and managing your employee benefits programs.
- We simplify your role in managing the employee benefit programs.
- We provide assurance to you that your benefit programs are administered in the most cost efficient manner possible.
- We anticipate issues before they develop into problems.

### **Precision**

- Our in-house benefits attorney and a compliance committee ensure compliance with reporting requirements and plan operation.
- Peer review of all major consulting assignments and supervision by a qualified actuary.
- A professional staff that pays attention to detail for you.

### **Expertise**

- With 90+ professionals, including over 20 actuaries on staff, we are one of the 25 largest actuarial firms in the United States measured by number of actuaries on staff.
- We have computer specialists who make sure our systems are technologically up-to-date and ready to meet your needs.
- We provide benefits consultation to more than 1,200 corporations, partnerships, professional associations, school districts, and governmental entities at the national, state and local levels.

- Our knowledge of the central Pennsylvania employee benefits marketplace is second to none! We have access to all benefits products available to meet your needs.
- Our Health and Welfare Benefit Survey results provide valuable information about benefit strategies used by over 300 local employers.
- We are central Pennsylvania's premier employee benefits firm with the resources and expertise of a large national firm. This means you will receive the personalized service you deserve but on a cost-effective basis.

With Conrad Siegel, you are assured that your employees are getting the greatest value for the money spent.

## Firm Representatives



**Jonathan A. Sapochak, F.S.A.**, Partner and Consulting Actuary – Jon specializes in health and welfare benefit plans and works with school district trusts, private sector employers, large associations and Taft-Hartley health and welfare trusts. He is proficient in budget/fund projections, reserve and rate calculations, benefit and claim analysis, prescription drug benefit analysis and contracting, excess loss pricing and analysis, employee cost-sharing arrangements, and insurance company rate negotiations. Jon joined Conrad Siegel in 2004, and has a B.S. degree in mathematics, magna cum laude from Clemson University. His professional affiliations include: Fellow of the Society of Actuaries and Member of the American Academy of Actuaries.



**James P. Pyne**, Partner and Benefit Consultant – Jim works with private sector employers, school district trusts, and other tax exempt organizations. Jim has special expertise in consulting with and preparing employers for the impact of healthcare reform. He is proficient in health and welfare plan design strategy, plan funding, insurance company rate negotiations, claim analysis, reserve and rate calculations, and welfare compliance related topics. Jim joined Conrad Siegel in 2006 and is a member of the firm's Health and Welfare Compliance Committee. He has a B.S. degree in mathematics, cum laude from Villanova University.



**Robert M. Glus, F.S.A.**, Partner and Consulting Actuary – Rob is a Healthcare Actuary who specializes in group health benefit plan consulting (including medical, prescription drug, dental, vision, disability, life, paid-time off, etc.). He works with private sector employers, tax-exempt organizations, large associations, and Taft-Hartley health and welfare trusts. Rob specializes in consulting with school district health trusts. He is proficient in postretirement medical plan valuations under SFAS 106 and GASB 45, benefit and claims analysis, health and welfare plan design and funding, reserve and rate calculations, insurance company rate negotiations, and employee cost-sharing arrangements. He is a partner of the firm and is the chairperson for the firm's Health and Welfare Committee and is a member of the Marketing Committee. Prior to joining Conrad Siegel in 1996, Rob worked in the pension department of a large actuarial consulting firm in New York City. Rob has a B.S. degree in mathematics from Bucknell University. His professional affiliations include: Fellow of the Society of Actuaries and Member of the American Academy of Actuaries.

As a Conrad Siegel Health & Welfare client, you have unlimited access to the knowledge base and expertise of the entire Health & Welfare department, which is comprised of 15 full-time benefits professionals, including Consulting Actuaries, Benefit Consultants, Actuarial Analysts and Benefit Specialists.

**Our mission is to provide excellent, independent, professional actuarial consulting, employee benefit consulting, and employee benefit administration services to our clients**



## Summary of Proposed Services

### Compliance with §6055 & §6056 Employer Reporting Mandate under the Affordable Care Act

In early 2021, employers must complete government form filings with respect to the individual mandate (§6055 reporting) and the large employer mandate (§6056 reporting), as required by law. Filing requirements include IRS reporting and employee notices detailing calendar year 2020 health care offerings, coverage elections and employee status information. Outlined below is the scope of services included under this proposal:

- **Assistance with tracking employee data.** We will assist in establishing what data elements need recorded, and assist with establishing tracking requirements for non-hourly employees.
- **Review of benefit eligibility and employee premium cost-sharing.** We will analyze your organization's benefit eligibility and cost-sharing provisions with regard to the Employer Shared Responsibility mandates and the Affordable Care Act regulations regarding full-time status.
- **Determination of "full-time" employees.** §6056 reporting must be provided for all full-time employees, as defined under the Affordable Care Act (ACA). Using the data provided by your organization, we will determine the full-time employees that must be reported.
- **Completion, filing and mailing of §6055 and §6056 reporting, as applicable to your organization.** We will complete, file and mail §6055 reporting, forms 1094-B and 1095-B and/or §6056 reporting, forms 1094-C and 1095-C, as applicable to your organization.
- **Risk Analysis.** We will evaluate any potential financial penalty exposure associated with the Employer Shared Responsibility requirements, and provide recommendations to mitigate those exposures in the future.
- **Active support for questions during and after the filing process.** We will assist your organization with understanding the reporting requirements, the filing process and addressing any employee questions that arise with regard to the forms the employees receive.
- **Assistance with employee communications.** We will assist your organization with crafting employee communication language to help your employees understand the importance and implications of the ACA Reporting process and documents.
- **Filing of corrected forms.** We will provide comprehensive assistance with resolving errors identified in the electronic filing process, and complete filings of corrected forms with the IRS.
- **Consulting regarding ACA Marketplace notices.** We will assist with review of the ACA Marketplace notices, and help the employer determine whether or not there is a need to appeal any notices of advance premium credits.

### Compliance with Employer Reporting at State/District Levels

In early 2021, plan sponsors must also provide certain individual coverage information to applicable states or districts. We will assist your organization in completing filings with applicable jurisdictions as needed, including New Jersey, California, and Washington D.C.

## Our Philosophy Is To Fully Disclose All Fees.

Our fee for the proposed consulting services is \$8,600.

### Quote Assumptions:

This quote assumes that the data provided in the request is complete and error free and will be provided in an electronic format (spreadsheet format) that allows for easy editing and sorting. If significant data work is required, extra fees may apply (we would discuss this possibility in advance of performing the extra data work).

This quote assumes that census data and supplemental information necessary to complete the filing will be provided to us in a timely manner allowing for adequate time to complete the filing.

This quote does not include onsite Board presentation meetings, in-depth consulting memorandums and/or substantial data integrity fixes.

This quotes does not include responses to IRS inquiries. The cost of this service would depend on the scope of the work involved, and the fee would be discussed with you prior to any work being performed.

To the extent that you would like our involvement in other areas beyond the scope of services listed, we would bill you at our hourly rates. For 2020, these rates would be:

Consulting Actuary	\$335 per hour
Benefit Consultant	\$285 per hour
Associate Actuary	\$250 per hour
Actuarial/Benefit Analyst	\$180-\$215 per hour

We are pleased to present our proposal for Health & Welfare consulting services and are prepared to begin working with you immediately.

References are available upon request.



**ATLANTIC TESTING LABORATORIES**

“Exhibit D”

*WBE certified company*

November 12, 2020

*Albany*

22 Corporate Drive  
Clifton Park, NY 12065  
518-383-9144 (T)  
atlantictesting.com

Wilkes-Barre Area School District  
c/o TGL Engineering, Inc.  
450 Warren Avenue  
Kingston, Pennsylvania 18704

Telephone: 570-714-2900  
Email: [ntollinger@tgleng.com](mailto:ntollinger@tgleng.com)

Attn: Mr. Nathan Tollinger

Re: Contract Addendum  
Wilkes-Barre High School Investigation  
Wilkes-Barre, Pennsylvania  
ATL No. AT998-2129-09-20 Addendum 2

Ladies/Gentlemen:

Atlantic Testing Laboratories, Limited (ATL) is currently providing services for the referenced project, in accordance with ATL No. AT998-2129-09-20, dated September 24, 2020. In accordance with your request for additional services, the following items are attached:

- ♦ Scope of Services
- ♦ Fee Schedule

This addendum is subject to the terms of the original AGREEMENT.

The return of one executed copy of this letter will be ATL's authorization to provide the additional requested services.

Please contact our office should you have any questions, or if we may be of further assistance.

Sincerely,  
ATLANTIC TESTING LABORATORIES, Limited

Steven N. Moore, P.E.  
Senior Engineer

SNM/ads

Attachments

cc: ATL Contracts Department

The contract addendum described herein are hereby accepted and agreed upon.

Wilkes-Barre Area School District

Signature

Date

*Dr. Brian J. Castello, Superintendent*

Printed Name and Title

Its Duly Authorized Representative

## SCOPE OF SERVICES

### Wilkes-Barre High School Investigation, 175 Maffett Street, Wilkes-Barre, Luzerne County, Pennsylvania

Based on the information provided to ATL by TGL Engineering, Inc., (TGL) it is our understanding that our project consists of performing nondestructive testing on concrete masonry unit (CMU) walls at up to 12 locations identified by TGL. The nondestructive testing will consist of ground penetrating radar (GPR) scans supported with impact echo testing. Some test probes may be drilled to supplement the nondestructive testing.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following general Scope of Services.

Professional Engineering services, required to perform the Scope of Services outlined below, will be provided by ATL Engineering, P.C.

#### A. ATL could provide the following field services:

1. Provide an Engineer with a mobile elevated work platform and a handheld StructureScan™ Mini HR high resolution ground penetrating radar (GPR) system, with a 2600 MHz antenna, to perform the following services:
  - (1) Perform two-dimensional scans to investigate the presence of grouted and/or ungrouted masonry cells, steel reinforcement, significant voids or poor consolidation, and joint reinforcement
  - ♦ Mark approximate locations of embedded reinforcing steel and detected anomalies on the concrete surface with a construction crayon at select test locations.
  - ♦ Drill test probes approximately 1 inch in diameter at select test locations. The test probes will be left open for independent inspection, and will be repaired by others.

**Equipment Limitations:** The StructureScan™ Mini HR high resolution GPR system is capable of locating reinforcing steel, conduits, post-tension cables and determining concrete thickness in depths of concrete up to 16 inches. The GPR survey method is site specific in its performance (depth of penetration and resolution) depending on surface and subsurface conditions. The equipment may not accurately detect individual pieces of reinforcing steel in complex or closely spaced reinforcing patterns.

2. Provide an Engineer to perform impact echo tests to aid in estimating the location of significant voids and ungrouted masonry cells.

#### A. ATL could provide the following additional services:

1. Provide an Engineer and/or Project Manager to perform the following:
  - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Exhibit
  - ♦ Review test data generated by ATL
  - ♦ Prepare a report to include the following:
    - (1) The methodology used during concrete embedment location services
    - (2) A description of area(s) observed, which may include sketches and data images
  - ♦ A table summarizing the data for each test location
2. Distribute reports as directed by CLIENT. Reports will be distributed to CLIENT by email, unless otherwise directed.

D. CLIENT, OWNER's Representative, and/or Contractor will be responsible for the following:

1. Maintain a safe and accessible work area, conforming to applicable OSHA and other pertinent regulations.
2. Ensure the test surfaces are clean, exposed, and unobstructed access is provided for each test location.

#### NOTES TO THE SCOPE OF SERVICES

ATL's representatives will not accept or reject construction materials, means and methods, material quantities, and/or completed construction.

We require a minimum of five days advance notice prior to project initiation and two day advance notice for subsequent scheduling of field services. Cancellation of scheduled services must be received prior to personnel departure for the PROJECT site, or a minimum charge in accordance with the Fee Schedule will be applicable.

Prior to project initiation, CLIENT will provide ATL with copies of the PROJECT plans and specifications and all revisions and addenda.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
<b>Atlantic Testing Laboratories</b>			
<b>Technical Personnel</b>			
Materials Engineer with GPR and Impact Echo Equipment	3	\$1800.00 / Day	\$5,400.00
Materials Engineer: - Office	12	\$120.00 / Hour	\$1,440.00
Project Principal	1	\$150.00 / Hour	\$150.00
<b>Miscellaneous</b>			
Mobilization/Demobilization	1	\$900.00 / Event	\$900.00
Per Diem : Includes Meals and Lodging	2	\$175.00 / Day/Person	\$350.00
Mobile Elevated Work Platform	1	\$1170.00 / Event	\$1,170.00
Estimated Cost			\$9,410.00

NOTES TO THE FEE SCHEDULE

The fees listed in this addendum are supplemental to the AGREEMENT Fee Schedule. Services will be invoiced in accordance with the fees listed in the AGREEMENT Fee Schedule and this associated addendum, as applicable.

# CERTIFICATION

"Exhibit E"

## COVID-19 COUNTY RELIEF BLOCK GRANT REQUEST FOR PAYMENT

I, Brian J. Costello, Superintendent (Title),  
of Wilkes-Barre Area School District ("School"), hereby certifies that:

1. A resolution, motion, or order has been duly adopted, passed, or enacted as an official act of the School, authorizing and directing the undersigned to execute and deliver this certification and request for payment on behalf of the School for approved costs and expenditures.
2. The funds requested will or have been used for eligible costs, in accordance with the Community and Economic Development COVID-19 County Relief Block Grant entered into between the Commonwealth of Pennsylvania and Luzerne County (the "County"), and evidence and receipts of use of such funds for eligible costs are attached hereto and made a part hereof.
3. The School has followed all appropriate purchasing and/or bidding requirements in connection with its expenditures subject to this reimbursement request.
4. The School has not received any reimbursement for the expenditures at issue from any other agency. If the School does receive such reimbursement, it will return the appropriate funds to the County. Specifically, it is understood and agreed that the School under no circumstances will receive two (2) reimbursements for the same expenditures.
5. The School agrees to hold harmless and indemnify the County for any payments made by the County to the School that are subsequently determined to be ineligible for reimbursement under the provisions of the COVID-19 County Relief Block Grant. In said event, the School agrees to repay the County for any funds paid by the County that the County cannot recoup under the COVID-19 County Relief Block Grant.

9/21/2020  
Date

  
Name and Title





**AN INTERGOVERNMENTAL COOPERATION AGREEMENT REGARDING THE  
INSTALLATION OF A POLICE RADIO ANTENNA BY AND BETWEEN CERTAIN  
PENNSYLVANIA POLITICAL SUBDIVISIONS**

THIS AGREEMENT, made and entered into, this \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by and between the Wilkes-Barre Area School District, a political subdivision of the  
Commonwealth of Pennsylvania (hereinafter the "School District"), and the Wilkes Barre Housing  
Authority, a municipal authority organized under the laws of the Commonwealth of Pennsylvania  
(hereinafter the "Authority").

**WITNESSETH:**

**WHEREAS**, the Intergovernmental Cooperation Act, 53 Pa. Stat. Ann. § 2301, et seq.  
(hereinafter the "ICA Act") provides that two or more government entities may cooperate in the  
exercise of their governmental functions; and

**WHEREAS**, the School District is in need of a suitable location to install an antenna for  
the transmission of its School Police radio channels and the School District and the Authority  
believe that the general welfare, stability and safety of their citizens and taxpayers will be promoted  
and enhanced by the installation of the antenna on the roof of the Authority's building located at  
Valley View High Rise, 215 High St. Wilkes Barre Pa. 18702 ("the Premises"); and

**WHEREAS**, the School District and the Authority now seek to further implement these  
reciprocal interests regarding the installation of a Police Radio antenna on the Premises;

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants  
contained herein, and intending to be legally bound, the School District and the Authority agree as  
follows:

**Section One:** Installation of the Antenna. The Authority agrees to permit the installation of a police radio antenna as set forth in the diagram attached hereto Exhibit "A" at a mutually agreeable location on the roof of the Premises that has access to an appropriate electrical power source, along with a license to use existing access for ingress and egress to the roof of the Premises for installation and maintenance of the Antenna. The District agrees to reimburse the Authority for any reasonable costs arising out of the installation and use of the antenna.

**Section Two:** Radio Interference. The School District understands if any harmful interference is caused by the Antenna that it will, as required under F.C.C. regulations, work with all parties to mitigate any issues.

**Section Three:** Term. The term of this Agreement shall be for a period of 25 years. This agreement will automatically renew for additional 5 year terms unless either party terminates by providing the other party written notice one hundred twenty (120) days prior to the end of the original term or any renewal thereof.

**Section Four:** GENERAL INDEMNIFICATION. THE DISTRICT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE AUTHORITY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, ACTIONS, DAMAGES, OR OTHER LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS AND OTHER COSTS OF DEFENSE) CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, ANY (I) ACT, OMISSION, ERROR, OR BREACH OF CONTRACT BY THE DISTRICT OR ITS CONTRACTOR OR ITS SUBCONTRACTORS ARISING OUT OF THE INSTALLATION, USE AND/OR MAINTENANCE OF THE ANTENNA.

**Section Five:** Assignment and Delegation. No party shall have the right or power to assign or delegate any rights or duties under this Agreement without the written consent of the others.

**Section Six:** Insurance. The School District and its Contractors and their Subcontractors shall carry General Liability Insurance with the limits of liability reasonably requested by the Authority prior to performing any installation and/or maintenance work under this Agreement and

shall name the Authority as an additional named insured under such policies and provide proof of such insurance prior to conducting any work on the Premises. The School District shall carry General Liability for its operations in an amount reasonably required by the Authority and shall name the Authority as an additional named insured to provide insurance coverage to the Authority for any claims asserted as a result of the installation, use and/or maintenance of the antenna.

**Section Seven: No Co-Partnership or Agency.** Unless otherwise separately agreed to by the parties, it is understood and agreed that nothing herein contained is intended or shall be construed in any respect to create or establish the relationship of co-partners between the School District or the Authority or constituting any of the parties as being a representative or agent of the others for any purpose whatsoever.

**Section Eight: Notices.** All notices, reports and documents required or furnished pursuant to this Agreement shall be in writing and shall be mailed by First Class Mail, postage prepaid, or sent by telegraph, confirmed by letter addressed to each party as follows:

(a) As to the School District or to other such places as the School District may from time to time designate in writing:

730 South Main Street  
Wilkes-Barre, PA 18711  
Attn: Raymond P. Wendolowski, Esquire, Solicitor

(b) As to the Authority or to other such persons or places as the Authority may from time to time designate in writing.

**Section Nine:** Compliance with Laws. The parties shall fully obey and comply with all federal, state and local laws, statutes, ordinance, resolutions and administrative regulations which are, or shall be, applicable to any duties performed under this Agreement.

**Section Ten:** No Personal Liability. No elected official, director, officer, agent or employee of the Authority or the School District shall be charged personally or be liable to the School District or the Authority under any term or provision of this Agreement or because of any breach herein.

**Section Eleven:** Headings. Headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Agreement nor shall they be construed to effect in any manner the terms or provisions hereof or the interpretation or construction thereof.

**Section Twelve:** Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause or other provision of this Agreement or any portion thereof shall be held to be void or otherwise unenforceable, all other portions shall remain in full force and effect.

**Section Thirteen:** Amendment or Modification. This Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified or extended except by written amendment duly executed by the parties.

**Section Fourteen:** Applicable Law. This Agreement shall be deemed to have been made in and shall be construed according to all laws of the Commonwealth of Pennsylvania.

**Section Fifteen:** Authorization. This Agreement was authorized by the Board of Education of the Wilkes-Barre Area School District on \_\_\_\_\_ 2020 with Resolution No.

\_\_\_\_\_ and by the Authority, by Motion to Adopt, at its regularly scheduled meeting of \_\_\_\_\_, 2020.

IN WITNESS WHEREOF, this Agreement is duly executed by the parties hereto on the date first written above.

ATTEST:

WILKES BARRE AREA SCHOOL DISTRICT

\_\_\_\_\_

BY:

\_\_\_\_\_

PRESIDENT

ATTEST:

\_\_\_\_\_

SECRETARY

ATTEST:

WILKES BARRE HOUSING AUTHORITY

\_\_\_\_\_

BY:

\_\_\_\_\_

Chairman

BY:

\_\_\_\_\_

Vice Chairman



AGREEMENT

THIS AGREEMENT (the “**Agreement**”), made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Wilkes-Barre Area School District, a body corporate and politic, existing under the laws of the Commonwealth of Pennsylvania, with offices at 730 South Main Street, Wilkes-Barre, Pennsylvania 18702 (the “**School District**”) and The Greater Wilkes-Barre Industrial Fund, Inc., a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at Two Public Square, Wilkes-Barre, Pennsylvania (the “**Fund**”)

WITNESSETH:

WHEREAS, the School District has acquired certain real property consisting of 78.22 acres of land located in the Township of Plains Township, Luzerne County, Pennsylvania, identified as Property Identification Number: 50-G10-00A-18M and as more particularly described in the Corrective Confirmatory Deed dated April 26, 2019 and recorded on April 26, 2019 in the Office of the Recorder of Deeds in and for Luzerne County in Record Book 3019, Page 70533 to Instrument Number 201922405, a copy of which is attached hereto and incorporated herein as Exhibit “A” (the “**Property**”);

WHEREAS, the Property requires certain environmental remediation;

WHEREAS, the Fund, on behalf of the School District, has applied for and received a grant from the Pennsylvania Department of Community and Economic Development, under the latter’s Industrial Sites Reuse Program (the “**ISRP Grant**”);

WHEREAS, the School District intends to utilize the ISRP Grant to help underwrite the costs of the environmental remediation at the Property;

WHEREAS, the terms and conditions of the ISRP Grant and the responsibilities of the Fund, as Grantee under the ISRP Grant, are set forth in the Contract between the Commonwealth of Pennsylvania, by and through its Department of Community and Economic Development (“DCED”) and the Fund, a copy of which is attached hereto and incorporated herein as Exhibit “B” (the “ISRP Contract”);

WHEREAS, in order to access the ISRP Grant, which will be utilized by the School District to help underwrite the costs of the environmental remediation at the Property, it is necessary for the Fund to hold title to the Property while the environmental remediation is undertaken; and

WHEREAS, the Fund is willing to hold title to the Property while the environmental remediation is being undertaken, so long as doing so is only as an accommodation to the School District and so long as the School District is bound to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Fund will provide grant services to the School District for the ISRP Grant as outlined in Exhibit “C” of this Agreement (the “Services”) specific to the project identified in Exhibit “D” of this Agreement (the “Project”).

2. The Fund will commence its Services with the School District upon the notification to engage the ISRP program, including the research, completion and submission of the Letter of Intent (the “LOI”) to DCED, for the Project.

3. For providing the Services to the School District, the School District shall be obligated to pay the Fund a fee in the amount \$1.00 (the “Service Fee”). Payment of the Service



Fee by the School District to the Fund shall be due upon the School District's receipt of an invoice from the Fund. In addition to the payment of the Service Fee, the School District shall promptly pay or reimburse the Fund for any and all fees, costs and expenses incurred by or assessed against the Fund in connection with either this Agreement, the ISRP Grant, the ISRP Contract, the Services or the Project including, but not limited to, any and all: (a) legal fees, costs and expenses incurred by or assessed against the Fund; (b) accounting fees, costs and expenses incurred by or assessed against the Fund; and (c) insurance premiums, fees, costs and expenses incurred by or assessed against the Fund.

4. The School District shall be considered the owner of all documents, drawings, plans, and specifications prepared or assembled by the Fund pursuant to this Agreement, except those documents comprising procedures and calculations proprietary to the Fund.

5. The School District agrees to indemnify and hold harmless the Fund, and any of its employees, agents, owners, attorneys and officers, against any losses, claims, damages or liabilities to which they, or any of them, may become subject to as a result of, arising from or in connection with: (i) a breach, if caused by the School District, or alleged breach, of any warranties set forth in this Agreement; (ii) the School District's breach of any terms or obligations set forth in this Agreement; (iii) the School District's disclosure documents; or (iv) the rendering of the Services by the Fund hereunder, except to the extent that such claims are determined in final judicial rulings to have resulted from the Fund's bad faith, negligence, or willful misconduct. In addition, the School District will immediately reimburse the Fund and any indemnified person for any and all expenses (including reasonable counsel fees) incurred by them in connection with investigating or defending any such actions or claims. Indemnified persons may select and retain their own counsel

in any action or claim subject to this indemnification. This paragraph shall be an independent covenant and shall survive the expiration or termination of this Agreement.

6. The Fund agrees to indemnify and hold harmless the School District, and any of its employees, agents, owners and officers, against any losses, claims, damages or liabilities to which they, or any of them, may become subject to as a result of, arising from or in connection with: (i) a breach, if caused by the Fund, or alleged breach, of any warranties set forth in this Agreement; (ii) the Fund's breach of any terms or obligations set forth in this Agreement; (iii) the Fund's disclosure documents; or (iv) the rendering of the Services by the Fund hereunder, except to the extent that such claims are determined in final judicial rulings to have resulted from the School District's bad faith, negligence, or willful misconduct. The Fund will reimburse the School District and any indemnified person for all expenses (including reasonable counsel fees) incurred by them in connection with investigating or defending any such actions or claims. Indemnified persons may select and retain their own counsel in any action or claim subject to this indemnification. This paragraph shall be an independent covenant and shall survive the expiration or termination of this Agreement.

7. The School District acknowledges the receipt of and its understanding of the terms and conditions of the ISRP Contract and the Fund's responsibilities thereunder and agrees to assume the Fund's responsibilities thereunder and to abide by the terms and conditions thereof, including, without limitation: (i) the obligation to indemnify the Commonwealth of Pennsylvania against any and all claims, demands and actions based or arising out of activities performed by it or by the Fund pursuant hereto; (ii) the obligation to invest and use the funds in accordance with the Agreement and the ISRP Contract; (iii) the obligation to abide by and have all contractors and sub-contractors abide by Federal and State labor, non-discrimination, sexual harassment, the

American's with Disabilities Act and other laws; (iv) the obligation to abide by and have all contractors and subcontractors abide by the State Contractor Responsibility Program; (v) the obligation to engage in a competitive bidding process; (vi) the obligation to furnish the Commonwealth of Pennsylvania with progress reports in such form and quantity that the Commonwealth of Pennsylvania may from time to time require; and (vii) the obligation to submit a Project Audit (as hereinafter defined) by a certified public accountant within the time periods set forth in this Agreement. This paragraph shall be an independent covenant and shall survive the expiration or termination of this Agreement.

8. The School District further agrees to release, indemnify, defend and hold harmless the Fund, its successors and assigns, any officer, director, attorney, employee or agent of the Fund, from and against any and all liability, damages, costs, claims, suits, actions, legal or administrative proceedings, interests, losses, expenses and attorneys' fees, resulting from, arising out of or in any way connected with, injury to, or the death of, any person or physical damage to property of any kind arising out of, or in any way related to, the Property or the Project, so long as such claims do not arise from any negligence, gross negligence and/or intentional actions or failure to act by the Fund or its representatives. This paragraph shall be an independent covenant and shall survive the expiration or termination of this Agreement.

9. The School District further agrees to release, indemnify, defend and hold harmless the Fund, its successors and assigns, any officer, director, attorney, employee or agent of the Fund, from and against any and all liability, damages, costs, claims, suits, actions, legal or administrative proceedings, interests, losses, expenses and attorneys' fees resulting from or arising out of, or in any way connected with, the District's failure to assume the Fund's responsibilities under the ISRP Contract and/or its failure to abide by the terms and conditions thereof or under this Agreement.

This paragraph shall be an independent covenant and shall survive the expiration or termination of this Agreement.

10. If any such action or claim is brought against any such party in respect of which indemnity may be sought, the party seeking indemnification will promptly give written notice thereof to the other party, although failure to so do shall not relieve such party from any liability which it may have either under this Agreement or outside of this Agreement.

11. The Fund represents and warrants that it will not make any statement or supply any information to any third party that is inconsistent with the information approved by the School District.

12. Upon the Fund's receipt of the ISRP Grant, and in consideration for the School District's obligations under this Agreement, including, but not limited to, the School District's agreement to be responsible for and be bound by the ISRP Grant requirements and ISRP Contract, the Fund hereby agrees to make funds from the ISRP Grant available to the School District (via the Fund, as set forth in the recitals) for the environmental remediation of the Property in accordance with the Project. The Fund agrees that it shall ensure that any and all of the funds that it may receive from the ISRP Grant made available by the Fund hereunder are directed, forwarded and provided to the School District and the Fund shall not use any of said funds for any other purpose whatsoever.

13. The Fund shall reasonably cooperate with the School District's efforts to remediate and renovate the Property and execute all documents which the School District may reasonably request to effectuate the same, including, but not limited to, construction and related agreements. Notwithstanding record title to the Property being vested in the Fund, it is the understanding and agreement of the parties that the School District is the real party in interest with respect to the use,

operation and development of the Property and that the School District shall assume all obligations the Fund may have as owner of the Property with respect to all such documents executed by the Fund at the request of the School District.

14. The School District, at its sole cost and expense, shall make all repairs, structural and non-structural, which are required with respect to any portion of the Property and any improvements situate thereon, including, but not limited to, exterior landscape maintenance, grass cutting and all required snow and ice removal. The School District shall maintain the Property and any improvements situate thereon in such condition so as to comply at all times with all Plains Township building codes and ordinances applicable to property maintenance and upkeep.

15. The Fund shall not enter into or permit any liens, easements, licenses, rights-of-way, covenants, restrictions, encumbrances or other clouds on title to any portion of the Property without the written consent and joinder of the School District, unless such liens, easements, licenses, rights-of-way, covenants, restrictions, encumbrances or other clouds on title to any portion of the Property are the result of any debts, liabilities, actions or inactions on the part of the School District.

16. The Fund shall promptly deliver to the School District copies of any written notices received by the Fund regarding all actions, suits, or other proceedings affecting the Property, or the use, possession or occupancy thereof including, without limitation, any written notices received by the Fund of releases of hazardous substances or actual or threatened condemnation of the Property, or any portion thereof, given to the Fund on behalf of any federal, state or local agency.

17. The School District and the Fund shall both be obligated to keep the Property free from contamination by or from any hazardous substances or hazardous waste (as such terms are defined and/or used in applicable state or federal law or in the regulations issued thereunder,

including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act). The School District and the Fund agree that neither will allow or permit the storage, utilization or any operations on any portion of the Property or affecting the same which involve the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of hazardous substances or hazardous waste or environmentally deleterious material, and each will at all times comply with and conform to all laws, statutes, ordinances, rules, regulations, notices and orders of all governmental and regulatory authorities with respect to the treatment of any hazardous substance or waste on or which affect the Property or any portion thereof. Neither party shall cause or permit to exist as a result of an intentional action or omission on its part or on the part of either party's agents of releasing, spilling, pumping, pouring, emitting, emptying or dumping from, on or about the Property of any such hazardous waste or substance.

Each party shall indemnify, defend and hold harmless, the other, its successors and assigns, any officer, director, employee or agent of the other from any and all liability, damage, costs, claims, suits, actions, legal or administrative proceedings, interests, losses, expenses and attorneys' fees resulting from or arising out of, or in any way connected with, injury to, or the death of any person or physical damage to property of any kind arising out of, or in any way connected with, the presence on, in or under the Property of any hazardous substances or hazardous waste; provided, however, that it must be shown that such hazardous substances or hazardous waste were introduced in or under the Property by the party providing the indemnification to the indemnified party hereunder or its agents or employees. This indemnification obligation is an independent covenant and shall survive the expiration or termination of this Agreement.

18. The Fund shall not make any repairs, alterations or improvements to the Property without the written consent of the School District.

19. The School District shall pay on a timely basis all bills which may be incurred for any services related to the Property and for all utilities serving the Property. To the extent permitted by the applicable vendors, bills shall be placed in the name of and billed directly to the School District. In the event the Fund receives any bills for the Property, the same shall be promptly sent by the Fund to the School District for payment. The School District further agrees to release, indemnify, defend and hold harmless the Fund, its successors and assigns, any officer, director, attorney, employee or agent of the Fund, from and against any and all liability, damages, costs, claims, suits, actions, legal or administrative proceedings, interests, losses, expenses and attorneys' fees, resulting from, arising out of or in any way connected with the School District's failure to satisfy its obligations under this paragraph.

20. The Fund shall not enter into any contract or agreements for construction, erection, alteration or repair of the Property or any other agreement which would permit or may result in a mechanic's lien being imposed on the Property pursuant to the Mechanic's Lien Law of 1963, as the same may be amended from time to time, without the written consent of the School District. If any mechanics liens are placed on the Property as a result of the Fund's acts or omissions, the Fund shall promptly remove them either by payment or by bonding.

21. The Fund shall join in and consent with any reasonable agreement which the School District may enter into with respect to the maintenance, repair, erection, alteration or construction of the Property or any improvements thereon for the sole purpose of signifying its consent to the same as owner, provided, however, that the School District shall be solely responsible for any and all financial obligations incurred under such agreements and shall have the obligation to indemnify and hold harmless the Fund from any and all damages, liabilities or claims related to or arising from such agreements.

22. To the extent the School District may do so based upon its insurable interest in the Property, the School District shall obtain fire, flood, casualty and extended coverage insurance covering the Property, for at least eighty percent (80%) of the replacement cost thereof, and shall provide proof of such insurance coverage to the Fund. In the event the School District cannot obtain such insurance, the Fund shall obtain the same, the cost of which shall be the responsibility of the School District.

23. The School District, at its sole cost and expense, shall secure and maintain general public liability insurance, insuring both the School District and the Fund (as an additional insured) against physical damage to the Property of any kind and against death and personal injuries to one or more persons in an amount of at least \$1,000,000.00. Specifically, such general public liability insurance shall identify the Fund as an additional insured, waiver of subrogation on a primary non-contributory basis. The insurance policy required under this Paragraph shall contain a provision to the effect that such policy shall not be canceled, altered, in any way limited in coverage, or reduced in amount unless the Fund is notified in writing at least thirty (30) days' prior to such change. At least thirty (30) days prior to the expiration of any such policy, the School District shall furnish evidence reasonably satisfactory to the Fund that such policy has been renewed, together with proof of payment of any premiums then owing. Simultaneously with the execution of this Agreement, the School District shall furnish to the Fund a certificate of the insurance company issuing such insurance evidencing such coverage. In addition, at any time during the term of this Agreement, the School District shall, upon request of the Fund, provide the Fund with a certificate of the insurance company issuing such insurance evidencing such coverage.

24. To the extent it is required to do so, the School District shall pay directly to the applicable taxing bodies any and all real property taxes and assessments attributable to the Property



and any improvements situate thereon. The Fund shall promptly upon receipt provide the original tax bills for the Property to the School District. The School District shall have the right to appeal the assessment of the Property and/or file an appeal of the assessment requesting that the Property be declared tax exempt. The Fund agrees to cooperate with the School District in the prosecution of all such appeals; provided, however, that the School District shall pay all filing fees, costs, expenses and legal fees incurred in connection with such appeals.

25. Upon completion of the remediation and the Project, the Fund shall execute and deliver a Deed to the School District conveying the Property to the School District (the “**School District Deed**”).

26. Except to the extent certain matters survive the termination of this Agreement, this Agreement shall terminate upon the completion of the remediation and the Project and the delivery of the School District Deed from the Fund to the School District. All costs and fees associated with the drafting and recording of the School District Deed, including, but not limited to, realty transfer taxes, if any, shall be borne solely by the School District.

27. The terms, covenants and provisions of this Agreement are severable and divisible and, if any of the said terms, covenants and provisions shall be invalidated by law or for other reason, the force and effect of the other terms, covenants and provisions shall be deemed to be unaffected and be legally enforceable as though the provisions invalidated had not been as herein set forth.

28. All notices, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given:

A. When delivered personally;

- B. Three (3) business days after being mailed by first class certified mail, return receipt requested, postage prepaid; or
- C. One (1) business day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid, to the parties at the following address:

If to the School District:

Wilkes-Barre Area School District  
730 South Main Street  
Wilkes-Barre, Pennsylvania 18702  
Attn: \_\_\_\_\_

If to the Fund:

The Greater Wilkes-Barre Industrial Fund, Inc.  
Two Public Square  
Wilkes-Barre, Pennsylvania 18710  
Attn: Wico van Genderen, President and CEO

29. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of contract law.

30. This Agreement may be executed: (a) in one or more counterparts, all of which together shall constitute but one integrated agreement, and (b) by facsimile or PDF electronic signatures which shall have the same force and effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witness/Attest:

Wilkes-Barre Area School District

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness/Attest:

The Greater Wilkes-Barre Industrial Fund, Inc.

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONSENT

Witness/Attest:

Commonwealth of Pennsylvania acting  
through the Department of Community and  
Economic Development

\_\_\_\_\_

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

Secretary/Deputy Secretary

EXHIBIT "A"

Deed to Property

Prepared by:  
Terrana Law, P.C.  
Angelo C. Terrana, Jr., Esquire  
400 Third Avenue, Suite 117  
Kingston, Pennsylvania 18704  
Telephone: 570.283.9500  
Facsimile: 570.283.9450  
Sup. Ct. Id. No.: 61034  
Email: actjr@terrana.com

PIN:  
50-G10 B00C L18M  
PIN CERTIFICATION:  
Certified Property Identification Number:  
Municipality: Plains Twp  
PIN Map: G10 Block: A Lot: 18M  
Transfer: ✓ Division: \_\_\_\_\_  
Date: 4-26-19 SG  
Mapping Clerk

Intraoffice File No.: 18-9175

This **CORRECTIVE DEED**, made the 26<sup>th</sup> day of April,  
2019,

By and Between

**LOREE ASSOCIATES**, a limited partnership, duly filed and organized in  
accordance with the laws of the Commonwealth of Pennsylvania,  
(hereinafter called the Grantor), of the one part,

and

**WILKES-BARRE AREA SCHOOL DISTRICT**, a body corporate and politic,  
existing under the laws of the Commonwealth of Pennsylvania,  
(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **One and 00/100 Dollar (\$1.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

**ALL** that certain lot of land situated in Plains Township, Luzerne County, Pennsylvania, said lot being known as Lot 3 on a map entitled "Wilkes-Barre Area School District Minor Subdivision & Lot Consolidation Final Plan", prepared by Borton Lawson Engineering, dated October 15, 2018, said Lot 3 being bounded and described as follows:

**BEGINNING** at a point at the intersection of the centerline of SR 2022 with the Northerly right of way line of SR 0309;

**THENCE** along the Northerly right of way line of SR 0309, North forty degrees, thirteen minutes, forty-eight seconds West (N 40° 13' 48" W) one hundred seventy-eight and fourteen hundredths (178.14) feet (passing a found concrete monument at 31.88 feet) to a found concrete monument;

**THENCE** along the same, North sixty-seven degrees, twenty-four minutes, thirty-seven seconds West (N 67° 24' 37" W) one hundred twenty-three and nineteen hundredths (123.19) feet to a found iron pin;

**THENCE** along the same, North twenty degrees forty minutes, fifty-one seconds West (N 20° 40' 51" W) forty-three and twenty-four hundredths (43.24) feet to a set iron pin;

**THENCE** along the same North thirty-one degrees, one minute, fifty-six seconds West (N 31° 01' 56" W) six hundred sixty-eight and four hundredths (668.04) feet to a found concrete monument;

**THENCE** along the same, North forty degrees, thirty-six minutes, fifteen seconds West (N 40° 36' 15" W) sixty-six and fifty-five hundredths (66.55) feet to a point;

**THENCE** along lands now or formerly of The Sullivan trail Company, North forty-six degrees, forty-two minutes, twenty seconds East (N 46° 42' 20" E) five hundred one and forty-one hundredths (501.41) feet to a point;

**THENCE** along the same, North thirty-three degrees, six minutes, ten seconds West (N 33° 06' 10" W) three hundred eighty and zero hundredths (380.00) feet to a point;

**THENCE** along the same, South forty-six degrees, fifty-three minutes, fifty seconds West (S 46° 53' 50" W) six hundred forty-seven and seven hundredths (647.07) feet to a point on the Northerly right of way line of SR 0309;

**THENCE** along the northerly right of way line of SR 0309, North fifty-three degrees, twenty-five minutes, thirteen seconds West (N 53° 25' 13" W) five hundred ninety-three and six hundredths (593.06) feet to a set iron pin;

**THENCE** along the same, North seventy degrees, thirty-one minutes, twenty-six seconds West (N 70° 31' 26" W) one hundred eighteen and eight hundredths (118.08) feet to a set iron pin;

**THENCE** along lands now or formerly of Joseph Lispi and Albert Lispi, on a curve to the right with a radius of one thousand four hundred thirteen and seventy hundredths (1,413.70) feet, an arc length of two hundred thirty-nine and ninety-six hundredths (239.96) feet and a chord bearing and distance of North forty-four degrees, four minutes, nine seconds East (N 44° 04' 09" E) two hundred thirty-nine and sixty-seven hundredths (239.67) feet to a found iron pin;

**THENCE** along the same, South thirty-eight degrees, fifty-five minutes, thirty-seven seconds East (S 38° 55' 37" E) eleven and fifty-one hundredths (11.51) feet to a found iron pin;

**THENCE** along the same, on a curve to the right with a radius of one thousand four hundred two and sixty-nine hundredths (1,402.69) feet, an arc length of two hundred thirty-seven and sixty-eight hundredths (237.68) feet and a chord bearing and distance of North fifty-four degrees, forty-six minutes, ten seconds East (N 54° 46' 10" E) two hundred thirty-seven and forty hundredths (237.40) feet to a found iron pin;

**THENCE** along the same, South forty-two degrees, fifty-nine minutes, fifty-four seconds East (S 42° 59' 54" E) ten and sixteen hundredths (10.16) feet to a found iron pin;

**THENCE** along the same, North fifty-eight degrees, four minutes, sixteen seconds East (N 58° 04' 16" E) three hundred eighty-eight and twenty-two hundredths (388.22) feet to a found concrete monument at a point of curvature;

**THENCE** along the same, on a curve to the left with a radius of one thousand five hundred three and thirteen hundredths (1,503.13) feet, an arc length of four hundred thirty-eight and thirty-six hundredths (438.36) feet and a chord bearing and distance of North forty-nine degrees, forty-two minutes, forty-eight seconds East (N 49° 42' 48" E) four hundred thirty-six and eighty-one hundredths (436.81) feet to a found concrete monument at a point of compound curvature;

**THENCE** along the same, on a curve to the left with a radius of five thousand seven hundred sixty-nine and sixty-five hundredths (5,769.65) feet, an arc length of one hundred twenty-nine and sixty-eight hundredths (129.68) feet and a chord bearing and distance of North forty degrees, forty-two minutes, fifty-three seconds East (N 40° 42' 53" E) one hundred twenty-nine and sixty-eight hundredths (129.68) feet to a found concrete monument on the southerly right of way line of Maffett Street, SR 2004;

**THENCE** along the Southerly right of way line of Maffett Street, South seventy-three degrees, fifty-seven minutes, twenty-nine seconds East (S 73° 57' 29" E) thirty-nine and sixty-eight hundredths (39.68) feet to a found concrete monument at a point of curvature;

**THENCE** along the same, on a curve to the left with a radius of five hundred eighty and seventy-five hundredths (580.75) feet, an arc length of four hundred sixty and nine hundredths (460.09) feet and a chord bearing and distance of North eighty-three degrees, twenty minutes, forty-nine seconds East (N 83° 20' 49" E) four hundred forty-eight and fifteen hundredths (448.15) feet to a set iron pin at a point of tangency;

**THENCE** along the same, North sixty degrees, thirty-nine minutes, two seconds East (N 60° 39' 02" E) one hundred thirty-three and fifty-four hundredths (133.54) feet to a found concrete monument at a point of curvature;

**THENCE** along the same, on a curve to the left with a radius of three hundred forty-five and fifty-five hundredths (345.55) feet, an arc length of one hundred sixty-two and seventy-five hundredths (162.75) feet and a chord bearing and distance of North forty-seven degrees, nine minutes, twenty-eight Seconds East (N 47° 09' 28" E) one hundred sixty-one and twenty-five hundredths (161.25) feet to a found concrete monument;

**THENCE** along lands now or formerly of Barbara Musnuff, North seventy-seven degrees, twenty-two minutes, thirty seconds East (N 77° 22' 30' E) two hundred eleven and eighty-one hundredths (211.81) feet to a set iron pin;

**THENCE** along the same, North twenty-eight degrees, thirteen minutes, forty-four seconds East (N 28° 13' 44" E) ninety and seventy-five hundredths (90.75) feet to a found concrete monument;

**THENCE** along lands now or formerly of Daniel Stemmer, lands now or formerly of Kurt J. and Dylis A. Girmen, along lands now or formerly of John L. Ralston Jr., lands now or formerly of Lorrie Fritz and along lands now or formerly of Henry W. and Esther M. Caruthers, South Sixty-three degrees, thirty-four minutes, seventeen seconds East (S 63° 34' 17" E) three hundred five and twelve hundredths (305.12) feet to a found iron pin;

**THENCE** along lands now or formerly of Robert M. Stella, South twenty-six degrees, thirty-eight minutes, eight seconds West (S 26° 38' 08" W) two hundred fifty-two and seventy-seven hundredths (252.77) feet to the base of a found iron pin;

**THENCE** along the same, South sixty-three degrees, thirty-one minutes, fifty seconds East (S 63° 31' 50" E) three hundred nine and fifty-seven hundredths (309.57) feet to a found PK nail;

**THENCE** along lands now or formerly of Sam J. and Patrick J. Capone, South twenty degrees, fifteen minutes, fifty-one seconds West (S 20° 15' 51" W) five hundred seventeen and eighty-two hundredths (517.82) feet to a set iron pin;

**THENCE** along the same, South sixty-four degrees, forty-four minutes, nine seconds East (S 64° 44' 09" E) fifty-one and fifty-one hundredths (51.51) feet to a point in the center of Main Street, SR 2022;

**THENCE** along the center of Main Street, South eighteen degrees, eleven minutes, thirty seconds West (S 18° 11' 30" W) eight hundred eighty and eighty hundredths (880.80) feet to a point of curvature;

**THENCE** along the same, on a curve to the right with a radius of one thousand three hundred seven and seventy-six hundredths (1,307.76) feet, an arc length of three hundred twenty-seven and fifty-eight hundredths (327.58) feet and a chord bearing and distance of South twenty-five degrees, twenty-two minutes, four seconds West (S 25° 22' 04" W) three hundred twenty-six and seventy-three hundredths (326.73) feet to a point of tangency;



**THENCE** along the same, South thirty-two degrees, thirty-two minutes, thirty-eight seconds West (S 32° 32' 38" W) two hundred eighty-three and four hundredths (283.04) feet to a point of curvature;

**THENCE** along the same, on a curve to the right with a radius of nine hundred six and fifty-nine hundredths (906.59) feet, an arc length of two hundred twenty-one and eleven hundredths (221.11) and a chord bearing and distance of South thirty-nine degrees, thirty-one minutes, fifty seconds West (S 39° 31' 50" W) two hundred twenty and fifty-six hundredths (220.56) feet to a point of compound curvature;

**THENCE** along the same on a curve to the right with a radius of two thousand four hundred twenty-five and eight hundredths (2,425.08) feet, an arc length of two hundred one and fifty-eight hundredths (201.58) feet and a chord bearing and distance of South forty-eight degrees, fifty-three minutes, fifty-six seconds West (S 48° 53' 56" W) two hundred one and fifty-two hundredths (201.52) feet to the **POINT OF BEGINNING**.

**CONTAINING** 73.36 acres, more or less.

**BEING** all of Lot No. 3 of the Wilkes-Barre Area School District Minor Subdivision & Lot Consolidation Final Plan, prepared by Borton Lawson Engineering, dated October 15, 2018, and recorded in Luzerne County Map Book 338, at page 70.

**BEING** a portion of same premises conveyed to the Grantor herein by Deed of Bylite Corporation, dated November 1, 1978 and recorded in the Office of the Recorder of Deeds of and for Luzerne County in Deed Book 1974, at page 497.

**ALSO BEING** the same premises conveyed to the Grantee herein, by Deed of the Grantor herein, dated November 28, 2018 and recorded in Luzerne County Deed Book 3018, at page 227018.

**TOGETHER WITH** any and all of the surface and subsurface coal, oil, gas and coalbed methane gas and other minerals, including both those of scientific meaning and any inorganic substance, and the right to mine the same.

Pursuant to §91.193 (b) (4) of the Pennsylvania Realty Transfer Taxes Regulations, this Confirmatory Deed is exempt from Pennsylvania Realty Transfer Taxes.

The purpose of this Corrective Deed is to include any and all of the surface and subsurface coal, oil, gas, coalbed methane gas and other minerals, including both those of scientific meaning and any inorganic substance that was intended to be included in the original recording. By scrivener's error the inclusion of the same had been omitted.

**UNDER AND SUBJECT TO** and **TOGETHER WITH** any and all easements, rights-of-way, restrictions, conditions, reservations and the like that appear in the chain of title as though the same appear herein at length.

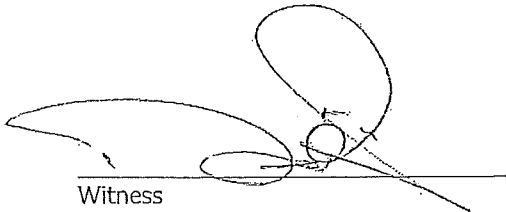
Further, Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor, as well at law as in equity, of, in and to the same.


To have and to hold the said lot or piece of ground described above, including any and all of the surface and subsurface coal, oil, gas and coalbed methane gas and other minerals, including both those of scientific meaning and any inorganic substance, and the right to mine the same, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantor, for itself and its heirs, executors and administrators, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its heirs and assigns, against it, the said Grantor, and its successors and assigns, will **SPECIALLY** warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the Grantor herein, by and through its General Partner, has caused this Deed to be executed on the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF:

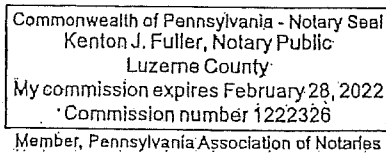
  
Witness

LOREE ASSOCIATES, erroneously referred to as  
LOREE ASSOCIATES  
By:  [SEAL]  
MARK DeSTEFANO  
Title: General Partner

Commonwealth of Pennsylvania } ss  
County of Luzerne

AND NOW, this 26<sup>th</sup> day of April, 2019, before me, the undersigned Notary Public, appeared **Mark DeStafano**, who acknowledged himself to be the General Partner of **Loree Associates**, and he, as such General Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the named Limited Partnership, by himself as General Partner.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.



*Kenton J. Fuller*  
\_\_\_\_\_  
Notary Public  
My commission expires: Feb. 28, 2022

The address of the above-named Grantee is:

730 South Main Street  
Wilkes-Barre, Pennsylvania 18702

By: Raymond P. Wendolowski, Esquire  
Solicitor

JOAN HOGGARTH  
LUZERNE COUNTY CLERK OF RECORDS  
DIVISION OF JUDICIAL SERVICES AND RECORDS



Recorder of Deeds Division  
Luzerne County Courthouse  
200 N. River Street  
Wilkes-Barre, PA 18711  
(570) 825-1641

\*RETURN DOCUMENT TO:

TERRANA LAW, P.C.  
400 THIRD AVENUE  
SUITE 117  
KINGSTON, PA 18704  
PHONE: 570-283-9500

Instrument Number - 201922402

Recorded On 4/26/2019 At 1:50:42 PM

\* Instrument Type - DEED EXEMPT

Invoice Number - 995293 User ID: MJH

\* Total Pages - 9

\* Grantor - LOREE ASSOCIATES DESTEFANO, MARK

\* Grantee - WILKES-BARRE AREA SCHOOL DISTRICT

\* Customer - TERRANA LAW, P.C.

\* FEES

PA WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
COUNTY RECORDING FEE	\$21.00
COUNTY ARCHIVES FEE	\$2.00
RECORDER'S ARCHIVES FEE	\$3.00
HOUSING TRUST FUND	\$13.00
TOTAL PAID	\$79.75

I hereby CERTIFY that this document is  
Recorded in the Recorder of Deeds Office  
of Luzerne County, Pennsylvania



*Joan Hoggarth*  
Joan Hoggarth  
Clerk of Records  
Recorder of Deeds Division

PARCEL IDENTIFICATION NUMBER

G10-A-18M-T

Total Property Identification Numbers: 1

THIS IS A CERTIFICATION PAGE

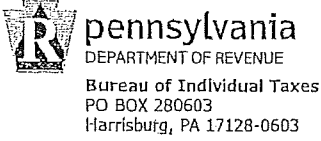
**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 201922402

BOOK: 3019 PAGE: 70512



**REALTY TRANSFER TAX**  
**STATEMENT OF VALUE**  
**201922402**  
See reverse for instructions.

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	3019
Page Number	70512
Date Recorded	4/26/19

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

**A. CORRESPONDENT** - All inquiries may be directed to the following person:

Name Angelo C. Terrana, Jr., Esquire		Telephone Number: (570) 283-9500	
Mailing Address 400 Third Avenue, Suite 117		City Kingston	State ZIP Code PA 18704

**B. TRANSFER DATA**

Date of Acceptance of Document 04 / 26 / 2019			
Grantor(s)/Lessor(s) Loree Associates	Telephone Number:	Grantee(s)/Lessee(s) Wilkes-Barre Area School District	Telephone Number:
Mailing Address 46 Public Square		Mailing Address 730 South Main Street	
City Wilkes-Barre	State ZIP Code PA 18701	City Wilkes-Barre	State ZIP Code PA 18702

**C. REAL ESTATE LOCATION**

Street Address J W Hollenback		City, Township, Borough Plains Township	
County Luzerne	School District Wilkes-Barre Area School District	Tax Parcel Number 50-G10 B00A L18M	

**D. VALUATION DATA**

Was transaction part of an assignment or relocation? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 58,315.00	5. Common Level Ratio Factor x 0.98	6. Computed Value = 57,150.00

**E. EXEMPTION DATA** - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 57,150.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
---	---	---

2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. \_\_\_\_\_  
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) \_\_\_\_\_

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 04/26/19
---	------------------

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**

JOAN HOGGARTH  
LUZERNE COUNTY CLERK OF RECORDS  
DIVISION OF JUDICIAL SERVICES AND RECORDS



Recorder of Deeds Division  
Luzerne County Courthouse  
200 N. River Street  
Wilkes-Barre, PA 18711  
(570) 825-1641

\*RETURN DOCUMENT TO:

TERRANA LAW, P.C.  
400 THIRD AVENUE  
SUITE 117  
KINGSTON, PA 18704  
PHONE: 570-283-9500

Instrument Number - 201922403

Recorded On 4/26/2019 At 1:50:43 PM

\* Instrument Type - DEED EXEMPT

Invoice Number - 995293 User ID: MJH

\* Total Pages - 6

\* Grantor - LOREE ASSOCIATES DESTEFANO, MARK

\* Grantee - WILKES-BARRE AREA SCHOOL DISTRICT

\* Customer - TERRANA LAW, P.C.

\* FEES

PA WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
COUNTY RECORDING FEE	\$15.00
COUNTY ARCHIVES FEE	\$2.00
RECORDER'S ARCHIVES FEE	\$3.00
HOUSING TRUST FUND	\$13.00
TOTAL PAID	\$73.75

I hereby CERTIFY that this document is  
Recorded in the Recorder of Deeds Office  
of Luzerne County, Pennsylvania



*Joan Hoggarth*  
Joan Hoggarth  
Clerk of Records  
Recorder of Deeds Division

PARCEL IDENTIFICATION NUMBER

F10-A-A-D

Total Property Identification Numbers: 1

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 201922403

BOOK: 3019 PAGE: 70521

Prepared by:  
Terrana Law, P.C.  
Angelo C. Terrana, Jr., Esquire  
400 Third Avenue, Suite 117  
Kingston, Pennsylvania 18704  
Telephone: 570.283.9500  
Facsimile: 570.283.9450  
Sup. Ct. Id. No.: 61034  
Email: actjr@terrana.law.com

PIN:  
Part of 50-F10 B00A L00A  
PIN CERTIFICATION:  
Certified Property Identification Number  
Municipality: Plains Twp  
PIN Map: E10 Block: A Lot: A  
Transfer: \_\_\_\_\_ Divisions: ✓  
Date: 4-26-19 ST  
Mapping Clerk

Intraoffice File No.: 18-9175

This **CORRECTIVE DEED**, made the 26<sup>th</sup> day of  
April, 2019,

By and Between

**LOREE ASSOCIATES**, erroneously referred to in prior Deed as Loree Associates, a limited partnership, duly filed and organized in accordance with the laws of the Commonwealth of Pennsylvania,

(hereinafter called the Grantor), of the one part,

and

**WILKES-BARRE AREA SCHOOL DISTRICT**, a body corporate and politic, existing under the laws of the Commonwealth of Pennsylvania,

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **one and 00/100 Dollar (\$1.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

**ALL** that certain lot of land situated in Plains Township, Luzerne County, Pennsylvania, said lot being known as Lot 4 on a map entitled "Wilkes-Barre Area School District Minor Subdivision & Lot Consolidation Final Plan", prepared by Borton Lawson Engineering, dated October 15, 2018, said Lot 4 being described as follows:

All that portion of lands of Loree Associates as described in Luzerne County Record Book 3009, page 24872 that lies north of the northerly right of way line of SR 0309, said lands also being shown on the railroad map of the Prospect Colliery Branch of the Pennsylvania and New York Canal and Railway Company.

REC Book 3019 Page 70522

**BEING** all of Lot No. 4 of the Wilkes-Barre Area School District Minor Subdivision & Lot Consolidation Final Plan, prepared by Borton Lawson Engineering, dated October 15, 2018, and recorded in Luzerne County Map Book 338, at page 70.

**BEING** part of the same premises conveyed to the Grantor herein, by Deed of Marilyn Bartoli, dated November 19, 2008 and recorded in Luzerne County Record Book 3009, at page 24872.

**ALSO BEING** the same premises conveyed to the Grantee herein, by Deed of the Grantor herein, dated November 28, 2018 and recorded in Luzerne County Record Book 3018, at page 227036.

**TOGETHER WITH** any and all of the surface and subsurface coal, oil, gas and coalbed methane gas and other minerals, including both those of scientific meaning and any inorganic substance, and the right to mine the same.

Pursuant to §91.193 (b) (4) of the Pennsylvania Realty Transfer Taxes Regulations, this Confirmatory Deed is exempt from Pennsylvania Realty Transfer Taxes.

The purpose of this Corrective Deed is to include any and all of the surface and subsurface coal, oil, gas, coalbed methane gas and other minerals, including both those of scientific meaning and any inorganic substance that was intended to be included in the original recording. By scrivener's error the inclusion of the same had been omitted.

**UNDER AND SUBJECT TO** and **TOGETHER WITH** any and all easements, rights-of-way, restrictions, conditions, reservations and the like that appear in the chain of title as though the same appear herein at length.

Further, Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, reits, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor, as well at law as in equity, of, in and to the same.

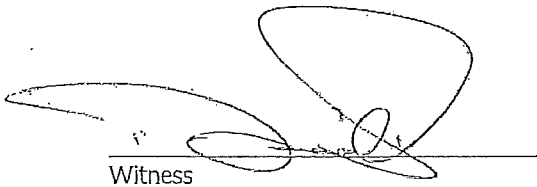
To have and to hold the said lot or piece of ground described above, including any and all of the surface and subsurface coal, oil, gas and coalbed methane gas and other minerals, including both those of scientific meaning and any inorganic substance, and the right to mine the same, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.




And the said Grantor, for itself and its heirs, executors and administrators, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its heirs and assigns, against it, the said Grantor, and its successors and assigns, will **SPECIALLY** warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the Grantor herein, by and through its General Partner, has caused this Deed to be executed on the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF:

  
Witness

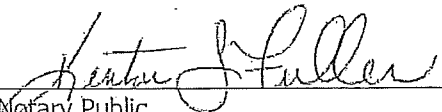
LOREE ASSOCIATES, erroneously referred to as  
LOREE ASSOCIATES  
By:  [SEAL]  
MARK DeSTEFANO  
Title: General Partner

Commonwealth of Pennsylvania } ss  
County of Luzerne

AND NOW, this 26<sup>th</sup> day of April, 2019, before me, the undersigned Notary Public, appeared Mark DeStafano, who acknowledged himself to be the General Partner of Loree Associates, and he, as such General Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the named Limited Partnership, by himself as General Partner.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

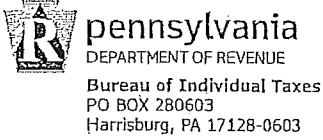
Commonwealth of Pennsylvania - Notary Seal  
Kenton J. Fuller, Notary Public  
Luzerne County  
My commission expires February 28, 2022  
Commission number 1222326  
Member, Pennsylvania Association of Notaries

  
Notary Public  
My commission expires: Feb. 28, 2022

The address of the above-named Grantee is:

730 South Main Street  
Wilkes-Barre, Pennsylvania 18702

By: Raymond P. Wendolowski, Esquire  
Solicitor



**REALTY TRANSFER TAX**  
**STATEMENT OF VALUE**  
201922403  
See reverse for instructions.

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	3019
Page Number	70521
Date Recorded	4/26/19

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

**A. CORRESPONDENT** - All inquiries may be directed to the following person:

Name Angelo C. Terrana, Jr., Esquire		Telephone Number: (570) 283-9500	
Mailing Address 400 Third Avenue, Suite 117		City Kingston	State ZIP Code PA 18704

**B. TRANSFER DATA**

Date of Acceptance of Document 04 / 26 / 2019			
Grantor(s)/Lessor(s) Loree Associates	Telephone Number:	Grantee(s)/Lessee(s) Wilkes-Barre Area School District.	Telephone Number:
Mailing Address 46 Public Square		Mailing Address 730 South Main Street	
City Wilkes-Barre	State ZIP Code PA 18701	City Wilkes-Barre	State ZIP Code PA 18702

**C. REAL ESTATE LOCATION**

Street Address ADJ LVRR		City, Township, Borough Plains Township	
County Luzerne	School District Wilkes-Barre Area School District.	Tax Parcel Number 50-F10 B00A L00A	

**D. VALUATION DATA**

Was transaction part of an assignment or relocation?  Y  N

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 24,000.00	5. Common Level Ratio Factor x 0.98	6. Computed Value = 23,520.00

**E. EXEMPTION DATA** - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 57,150.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed. 100.00 %
---	---	--

**2. Check Appropriate Box Below for Exemption Claimed.**

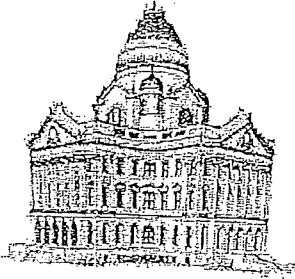
- Will or intestate succession. \_\_\_\_\_  
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) \_\_\_\_\_

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 04/26/19
---	------------------

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**

JOAN HOGGARTH  
LUZERNE COUNTY CLERK OF RECORDS  
DIVISION OF JUDICIAL SERVICES AND RECORDS



Recorder of Deeds Division  
Luzerne County Courthouse  
200 N. River Street  
Wilkes-Barre, PA 18711  
(570) 825-1641

\*RETURN DOCUMENT TO:

TERRANA LAW, P.C.  
400 THIRD AVENUE  
SUITE 117  
KINGSTON, PA 18704  
PHONE: 570-283-9500

Instrument Number - 201922404

Recorded On 4/26/2019 At 1:50:44 PM

\* Instrument Type - DEED EXEMPT

Invoice Number - 995293 User ID: MJH

\* Total Pages - 6

\* Grantor - SULLIVAN TRAIL COMPANY PAGNOTTI ENTERPRISES, INC.

\* Grantee - WILKES-BARRE AREA SCHOOL DISTRICT

\* Customer - TERRANA LAW, P.C.

\* FEES

PA WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
COUNTY RECORDING FEE	\$15.00
COUNTY ARCHIVES FEE	\$2.00
RECORDER'S ARCHIVES FEE	\$3.00
HOUSING TRUST FUND	\$13.00
TOTAL PAID	\$73.75

I hereby CERTIFY that this document is  
Recorded in the Recorder of Deeds Office  
of Luzerne County, Pennsylvania



*Joan Hoggarth*  
Joan Hoggarth  
Clerk of Records  
Recorder of Deeds Division

PARCEL IDENTIFICATION NUMBER

G10-A-18D-T

Total Property Identification Numbers: 1

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 201922404

BOOK: 3019 PAGE: 70527

**Prepared by:**  
Terrana Law, P.C.  
Angelo C. Terrana, Jr., Esquire  
400 Third Avenue, Suite 117  
Kingston, Pennsylvania 18704  
Telephone: 570.283.9500  
Facsimile: 570.283.9450  
Sup. Ct. Id. No.: 61034  
Email: actjr@terranalaw.com

**PIN:**  
50-G10 B00A L18D  
**PIN CERTIFICATION:**  
Certified Property Identification Number  
Municipality: Plains Twp  
PIN Map: 6-10 Block: A Lot: 18D  
Transfer: 2 Division: \_\_\_\_\_  
Date: 4-26-19 89  
Mapping Clerk

Intraoffice File No.: 18-9175

This **CORRECTIVE DEED**, made the 26<sup>th</sup> day of April,  
2018,

By and Between

**THE SULLIVAN TRAIL COMPANY**, now by merger and acquisition  
**PAGNOTTI ENTERPRISES, INC.**, a corporation, duly filed and organized in  
accordance with the laws of the Commonwealth of Pennsylvania,

(hereinafter called the Grantor), of the one part,

and

**WILKES-BARRE AREA SCHOOL DISTRICT**, a body corporate and politic,  
existing under the laws of the Commonwealth of Pennsylvania,

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **One and 00/100 Dollar (\$1.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

**ALL** that certain lot of land situated in Plains Township, Luzerne County, Pennsylvania, said lot being known as Lot 2 on a map entitled "Wilkes-Barre Area School District Minor Subdivision & Lot Consolidation Final Plan", prepared by Borton Lawson Engineering, dated October 15, 2018, said Lot 2 being bounded and described as follows:

**BEGINNING** at a point, said point being the Northwesterly corner of Lot 2 as shown on the above referenced map, said point also being at the end of the second course in a deed from Bylite Corporation to the Sullivan Trail Company in a deed dated August 2, 1965, filed at the Luzerne County Office of the Recorder of Deeds in Deed book 1574, page 220;

**THENCE** along lands now or formerly of Loree Associates, South thirty-three degrees, six minutes, ten seconds East (S 33° 06' 10" E) three hundred eighty and zero hundredths (380.00) feet to a point;

**THENCE** along the same, South forty-six degrees, forty-two minutes, twenty seconds West (S 46° 42' 20" W) five hundred one and forty-one hundredths (501.41) feet to a point on the Northerly right of way line of SR 0309;

**THENCE** along the Northerly right of way line of SR 0309, North forty degrees, thirty-six minutes, fifteen seconds West (N 40° 36' 15" W) one hundred forty-nine and five hundredths (149.05) feet to a set iron pin;

**THENCE** along the same, North eighty-three degrees, fifty-seven minutes, forty-nine seconds West (N 83° 57' 49" W) eighty-six and ninety-six hundredths (86.96) feet to a found concrete monument;

**THENCE** along the same, North fifty-three degrees, twenty-three minutes, fifty-two seconds West (N 53° 23' 52" W) one hundred sixty-three and eighty-six hundredths (163.86) feet to a point;

**THENCE** along land now or formerly of Loree Associates, North forty-six degrees, fifty-three minutes, fifty seconds East (N 46° 53' 50" E) six hundred forty-seven and seven hundredths (647.07) feet to the **POINT OF BEGINNING**.

**CONTAINING** 4.86 acres, more or less.

**BEING** all of Lot No. 2 of the Wilkes-Barre Area School District Minor Subdivision & Lot Consolidation Final Plan, prepared by Barton Lawson Engineering, dated October 15, 2018, and recorded in Luzerne County Map Book 338, at page 70.

**BEING** part of the same premises conveyed to the Grantor herein by Deed of Bylite Corporation, dated August 2, 1965 and recorded in the Office of the Recorder of Deeds of and for Luzerne County in Deed Book 1574, at page 220.

**ALSO BEING** the same premises conveyed to the Grantee herein, by Deed of Grantor herein, dated November 28, 2018 and recorded in Luzerne County Record Book 3018, at page 227006.

**TOGETHER WITH** any and all of the surface and subsurface coal, oil, gas and coalbed methane gas and other minerals, including both those of scientific meaning and any inorganic substance, and the right to mine the same.

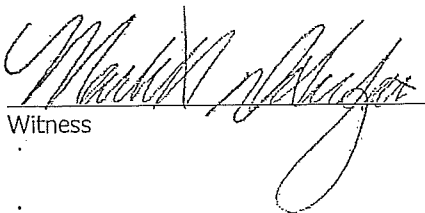
Pursuant to §91.193 (b) (4) of the Pennsylvania Realty Transfer Taxes Regulations, this Confirmatory Deed is exempt from Pennsylvania Realty Transfer Taxes.

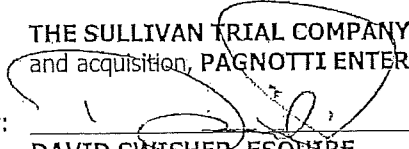
The purpose of this Corrective Deed is to include any and all of the surface and subsurface coal, oil, gas, coalbed methane gas and other minerals, including both those of scientific meaning and any inorganic substance that was intended to be included in the original recording. By scrivener's error the inclusion of the same had been omitted.

And the said Grantor, for itself and its heirs, executors and administrators, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its heirs and assigns, against it, the said Grantor, and its successors and assigns, will **SPECIALLY** warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the Grantor herein, by and through its authorized Officer, has caused this Deed to be executed on the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF:

  
Witness

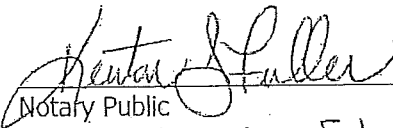
By:  [SEAL]  
**THE SULLIVAN TRIAL COMPANY**, now by merger  
and acquisition, **PAGNOTTI ENTERPRISES, INC.**  
**DAVID SWISHER, ESQUIRE**  
Title: Chief Operating Officer

Commonwealth of Pennsylvania } ss  
County of Luzerne

AND NOW, this 26<sup>th</sup> day of April, 2019, before me, the undersigned Notary Public, appeared **David Swisher, Esquire**, who acknowledged himself to be the Chief Operating Officer, of Pagnotti Enterprises, Inc., and he, as such Chief Operating Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the named Corporation, by himself as Chief Operating Officer.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal  
Kenton J. Fuller, Notary Public  
Luzerne County  
My commission expires February 28, 2022  
Commission number 1222326  
Member, Pennsylvania Association of Notaries

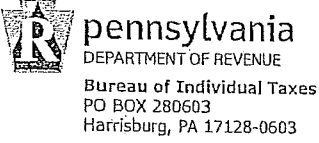
  
Notary Public  
My commission expires: Feb. 28, 2022

The address of the above-named Grantee is:

730 South Main Street  
Wilkes-Barre, Pennsylvania 18702

By: Raymond P. Wendolowski, Esquire  
Solicitor





**REALTY TRANSFER TAX**  
**STATEMENT OF VALUE**  
201922404  
See reverse for instructions.

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	3019
Page Number	70527
Date Recorded	4/26/19

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

**A. CORRESPONDENT** - All inquiries may be directed to the following person:

Name Angelo C. Terrana, Jr., Esquire		Telephone Number: (570) 283-9500	
Mailing Address 400 Third Avenue, Suite 117		City Kingston	State ZIP Code PA 18704

**B. TRANSFER DATA**

Date of Acceptance of Document 04 / 26 / 2019			
Grantor(s)/Lessor(s) Pagnotti Enterprises, Inc.	Telephone Number:	Grantee(s)/Lessee(s) Wilkes-Barre Area School District	Telephone Number:
Mailing Address 46 Public Square		Mailing Address 730 South Main Street	
City Wilkes-Barre	State ZIP Code PA 18701	City Wilkes-Barre	State ZIP Code PA 18702

**C. REAL ESTATE LOCATION**

Street Address J W Hollenback		City, Township, Borough Plains Township	
County Luzerne	School District Wilkes-Barre Area School District	Tax Parcel Number 50-G10 B00A L18D	

**D. VALUATION DATA**

Was transaction part of an assignment or relocation?  Y  N

1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value 55,500.00	5. Common Level Ratio Factor x 0.98	6. Computed Value = 54,390.00

**E. EXEMPTION DATA** - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 54,390.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
---	---	---

**2. Check Appropriate Box Below for Exemption Claimed.**

- Will or Intestate succession. \_\_\_\_\_  
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) \_\_\_\_\_

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 04/26/19
---	------------------

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**

JOAN HOGGARTH  
LUZERNE COUNTY CLERK OF RECORDS  
DIVISION OF JUDICIAL SERVICES AND RECORDS



Recorder of Deeds Division  
Luzerne County Courthouse  
200 N. River Street  
Wilkes-Barre, PA 18711  
(570) 825-1641

\*RETURN DOCUMENT TO:

TERRANA LAW, P.C.  
400 THIRD AVENUE  
SUITE 117  
KINGSTON, PA 18704  
PHONE: 570-283-9500

Instrument Number - 201922405

Recorded On 4/26/2019 At 1:50:45 PM

\* Instrument Type - DEED EXEMPT

Invoice Number - 995293 User ID; MJH

\* Total Pages - 9

\* Grantor - WILKES-BARRE AREA SCHOOL DISTRICT

\* Grantee - WILKES-BARRE AREA SCHOOL DISTRICT

\* Customer - TERRANA LAW, P.C.

\* FEES

PA WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
COUNTY RECORDING FEE	\$22.00
COUNTY ARCHIVES FEE	\$2.00
RECORDER'S ARCHIVES FEE	\$3.00
HOUSING TRUST FUND	\$13.00
TOTAL PAID	\$80.75

I hereby CERTIFY that this document is  
Recorded in the Recorder of Deeds Office  
of Luzerne County, Pennsylvania



*Joan Hoggarth*  
Joan Hoggarth  
Clerk of Records  
Recorder of Deeds Division

PARCEL IDENTIFICATION NUMBER

G10-A-18D-D

G10-A-18M-D

F10-A-A-D

Total Property Identification Numbers: 3

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 201922405

BOOK: 3019 PAGE: 70533

MUNICIPALITY Plains Twp

PIN MAP F10 BLOCK A LOT A

TRANSFER \_\_\_\_\_ DIVISION

DATE 4-26-19 JS

MAPPING CLERK

Prepared by:

Terrana Law, P.C.  
 Angelo C. Terrana, Jr., Esquire  
 400 Third Avenue, Suite 117  
 Kingston, Pennsylvania 18704  
 Telephone: 570.283.9500  
 Facsimile: 570.283.9450  
 Sup. Ct. Id. No.: 61034  
 Email: actjr@terrana.com

PIN:

P/O 50-F10 B00A L00A, 50-G10 B00A L18D &  
 50-G10 B00A L18M

Certified Property Identification Number

Municipality: Plains Twp

PIN Map: F10 Block: A Lot: 18D, 18M

Transfer: \_\_\_\_\_ Division:

Date: 4-26-19 JS

Mapping Clerk

Intraoffice File No.: 18-9175

**This CORRECTIVE CONFIRMATORY DEED**, made the 26<sup>th</sup> day of April, 2019,

By and Between

**WILKES-BARRE AREA SCHOOL DISTRICT**, a body corporate and politic, existing under the laws of the Commonwealth of Pennsylvania,

(hereinafter called the Grantor), of the one part,

and

**WILKES-BARRE AREA SCHOOL DISTRICT**, a body corporate and politic, existing under the laws of the Commonwealth of Pennsylvania,

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **One and 00/100 Dollar (\$1.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

**ALL** that certain lot of land situated in Plains Township, Luzerne County, Pennsylvania, said lot being known as Combined Lots 2, 3 & 4 on a map entitled "Wilkes-Barre Area School District Minor Subdivision & Lot Consolidation Final Plan", prepared by Borton Lawson Engineering, dated October 15, 2018, said Lot being bounded and described as follows:

**BEGINNING** at a point at the intersection of the centerline of SR 2022 with the Northerly right of way line of SR 0309;

**THENCE** along the Northerly right of way line of SR 0309, North forty degrees, thirteen minutes, forty-eight seconds West (N 40° 13' 48" W) one hundred seventy-eight and fourteen hundredths (178.14) feet (passing a found concrete monument at 31.88 feet) to a found concrete monument;

**THENCE** along the same, North sixty-seven degrees, twenty-four minutes, thirty-seven seconds West (N 67° 24' 37" W) one hundred twenty-three and nineteen hundredths (123.19) feet to a found iron pin;

**THENCE** along the same, North twenty degrees forty minutes, fifty-one seconds West (N 20° 40' 51" W) forty-three and twenty-four hundredths (43.24) feet to a set iron pin;

**THENCE** along the same North thirty-one degrees, one minute, fifty-six seconds West (N 31° 01' 56" W) six hundred sixty-eight and four hundredths (668.04) feet to a found concrete monument;

**THENCE** along the same, North forty degrees, thirty-six minutes, fifteen seconds West (N 40° 36' 15" W) two hundred fifteen and sixty hundredths (215.60) feet to a set iron pin;

**THENCE** along the same, North eighty-three degrees, fifty-seven minutes, forty-nine seconds West (N 83° 57' 49" W) eighty-six and ninety-six hundredths (86.96) feet to a found concrete monument;

**THENCE** along the same, North fifty-three degrees, twenty-three minutes, fifty-two seconds West (N 53° 23' 52" W) one hundred sixty-three and eighty-six hundredths (163.86) feet to a point;

**THENCE** along the same, North fifty-three degrees, twenty-five minutes, thirteen seconds West (N 53° 25' 13" W) five hundred ninety-three and six hundredths (593.06) feet to a set iron pin;

**THENCE** along the same, North seventy degrees, thirty-one minutes, twenty-six seconds West (N 70° 31' 26" W) one hundred eighteen and eight hundredths (118.08) feet to a set iron pin;

**THENCE** along lands now or formerly of Joseph Lispi and Albert Lispi, on a curve to the right with a radius of one thousand four hundred thirteen and seventy hundredths (1,413.70) feet, an arc length of two hundred thirty-nine and ninety-six hundredths (239.96) feet and a chord bearing and distance of North forty-four degrees, four minutes, nine seconds East (N 44° 04' 09" E) two hundred thirty-nine and sixty-seven hundredths (239.67) feet to a found iron pin;

**THENCE** along the same, South thirty-eight degrees, fifty-five minutes, thirty-seven seconds East (S 38° 55' 37" E) eleven and fifty-one hundredths (11.51) feet to a found iron pin;

**THENCE** along the same, on a curve to the right with a radius of one thousand four hundred two and sixty-nine hundredths (1,402.69) feet, an arc length of two hundred thirty-seven and sixty-eight hundredths (237.68) feet and a chord bearing and distance of North fifty-four degrees, forty-six minutes, ten seconds East (N 54° 46' 10" E) two hundred thirty-seven and forty hundredths (237.40) feet to a found iron pin;

**THENCE** along the same, South forty-two degrees, fifty-nine minutes, fifty-four seconds East (S 42° 59' 54" E) ten and sixteen hundredths (10.16) feet to a found iron pin;

**THENCE** along the same, North fifty-eight degrees, four minutes, sixteen seconds East (N 58° 04' 16" E) three hundred eighty-eight and twenty-two hundredths (388.22) feet to a found concrete monument at a point of curvature;

**THENCE** along the same, on a curve to the left with a radius of one thousand five hundred three and thirteen hundredths (1,503.13) feet, an arc length of four hundred thirty eight and thirty-six hundredths (438.36) and a chord bearing and distance of North forty-nine degrees, forty-two minutes, forty-eight seconds East (N 49° 42' 48" E) four hundred thirty-six and eighty-one hundredths (436.81) feet to a found concrete monument at a point of compound curvature;

**THENCE** along the same, on a curve to the left with a radius of five thousand seven hundred sixty-nine and sixty-five hundredths (5,769.65) feet, an arc length of one hundred twenty-nine and sixty-eight hundredths (129.68) feet and a chord bearing and distance of North forty degrees, forty-two minutes, fifty-three seconds East (N 40° 42' 53" E) one hundred twenty-nine and sixty-eight hundredths (129.68) feet to a found concrete monument on the southerly right of way line of Maffett Street, SR 2004;

**THENCE** along the Southerly right of way line of Maffett Street, South seventy-three degrees, fifty-seven minutes, twenty-nine seconds East (S 73° 57' 29" E) thirty-nine and sixty-eight hundredths (39.68) feet to a found concrete monument at a point of curvature;

**THENCE** along the same, on a curve to the left with a radius of five hundred eighty and seventy-five hundredths (580.75) feet, an arc length of four hundred sixty and nine hundredths (460.09) feet and a chord bearing and distance of North eighty-three degrees, twenty minutes, forty-nine seconds East (N 83° 20' 49" E) four hundred forty-eight and fifteen hundredths (448.15) feet to a set iron pin at a point of tangency;

**THENCE** along the same, North sixty degrees, thirty-nine minutes, two seconds East (N 60° 39' 02" E) one hundred thirty-three and fifty-four hundredths (133.54) feet to a found concrete monument at a point of curvature;

**THENCE** along the same, on a curve to the left with a radius of three hundred forty-five and fifty-five hundredths (345.55) feet, an arc length of one hundred sixty-two and seventy-five hundredths (162.75) feet and a chord bearing and distance of North forty-seven degrees, nine minutes, twenty-eight Seconds East (N 47° 09' 28" E) one hundred sixty-one and twenty-five hundredths (161.25) feet to a found concrete monument;

**THENCE** along lands now or formerly of Barbara Musnuff, North seventy-seven degrees, twenty-two minutes, thirty seconds East (N 77° 22' 30" E) two hundred eleven and eighty-one hundredths (211.81) feet to a set iron pin;

**THENCE** along the same, North twenty-eight degrees, thirteen minutes, forty-four seconds East (N 28° 13' 44" E) ninety and seventy-five hundredths (90.75) feet to a found concrete monument;

**THENCE** along lands now or formerly of Daniel Stemmer, lands now or formerly of Kurt J. and Dylis A. Girmen, along lands now or formerly of John L. Ralston Jr., lands now or formerly of Lorrie Fritz and along lands now or formerly of Henry W. and Esther M. Caruthers, South Sixty-three degrees, thirty-four minutes, seventeen seconds East (S 63° 34' 17" E) three hundred five and twelve hundredths (305.12) feet to a found iron pin;

**THENCE** along lands now or formerly of Robert M. Stella, South twenty-six degrees, thirty-eight minutes, eight seconds West (S 26° 38' 08" W) two hundred fifty-two and seventy-seven hundredths (252.77) feet to the base of a found iron pin;

**THENCE** along the same, South sixty-three degrees, thirty-one minutes, fifty seconds East (S 63° 31' 50" E) three hundred nine and fifty-seven hundredths (309.57) feet to a found PK nail;

**THENCE** along lands now or formerly of Sam J. and Patrick J. Capone, South twenty degrees, fifteen minutes, fifty-one seconds West (S 20° 15' 51" W) five hundred seventeen and eighty-two hundredths (517.82) feet to a set iron pin;

**THENCE** along the same, South sixty-four degrees, forty-four minutes, nine seconds East (S 64° 44' 09" E) fifty-one and fifty-one hundredths (51.51) feet to a point in the center of Main Street, SR 2022;

**THENCE** along the center of Main Street, South eighteen degrees, eleven minutes, thirty seconds West (S 18° 11' 30" W) eight hundred eighty and eighty hundredths (880.80) feet to a point of curvature;

**THENCE** along the same, on a curve to the right with a radius of one thousand three hundred seven and seventy-six hundredths (1,307.76) feet, an arc length of three hundred twenty-seven and fifty-eight hundredths (327.58) feet and a chord bearing and distance of South twenty-five degrees, twenty-two minutes, four seconds West (S 25° 22' 04" W) three hundred twenty-six and seventy-three hundredths (326.73) feet to a point of tangency;

**THENCE** along the same, South thirty-two degrees, thirty-two minutes, thirty-eight seconds West (S 32° 32' 38" W) two hundred eighty-three and four hundredths (283.04) feet to a point of curvature;

**THENCE** along the same, on a curve to the right with a radius of nine hundred six and fifty-nine hundredths (906.59) feet, an arc length of two hundred twenty-one and eleven hundredths (221.11) and a chord bearing and distance of South thirty-nine degrees, thirty-one minutes, fifty seconds West (S 39° 31' 50" W) two hundred twenty and fifty-six hundredths (220.56) feet to a point of compound curvature;

**THENCE** along the same on a curve to the right with a radius of two thousand four hundred twenty-five and eight hundredths (2,425.08) feet, an arc length of two hundred one and fifty-eight hundredths (201.58) feet and a chord bearing and distance of South forty-eight degrees, fifty-three minutes, fifty-six seconds West (S 48° 53' 56" W) two hundred one and fifty-two hundredths (201.52) feet to the **POINT OF BEGINNING**.

**CONTAINING** 78.22 acres, more or less.

**BEING** all of combined Lots 2, 3 and 4 of the Wilkes-Barre Area School District Minor Subdivision & Lot Consolidation Final Plan, as shown on page 3 of 3 of such Plan, prepared by Barton Lawson Engineering, dated October 15, 2018, and recorded in Luzerne County Map Book 338, at page 70.

**BEING** the same premises conveyed to the Grantor herein by the following three (3) Deeds:

1. By Deed of The Sullivan Trail Company, now my merger and acquisition, Pagnotti Enterprises, Inc., a Pennsylvania Corporation, dated November 28, 2018 and recorded in the Office of the Recorder of Deeds of and for Luzerne County, in Record Book 3018, at page 227006,

2. By Deed of Loree Associates, a Pennsylvania Limited Partnership, dated November 28, 2018 and recorded in the Office of the Recorder of Deeds of and for Luzerne County, in Record Book 3018, at page 227036, and

3. By Deed of Loree Associates, a Pennsylvania Limited Partnership, dated November 28, 2018 and recorded in the Office of the Recorder of Deeds of and for Luzerne County, in Record Book 3018, at page 227018.

*ALSO Being same in following DEEDS:  
(1) Record Book 3019, PAGE 705124 / Record DEED 3019, PAGE 7051  
AND (2) Record Book 3019, 70527.*

**TOGETHER WITH** any and all of the surface and subsurface coal, oil, gas and coalbed methane gas and other minerals, including both those of scientific meaning and any inorganic substance, and the right to mine the same.

Pursuant to §91.193 (b) (4) of the Pennsylvania Realty Transfer Taxes Regulations, this Confirmatory Deed is exempt from Pennsylvania Realty Transfer Taxes.

The purpose of this Corrective Deed is to include any and all of the surface and subsurface coal, oil, gas, coalbed methane gas and other minerals, including both those of scientific meaning and any inorganic substance that was intended to be included in the original recording. By scrivener's error the inclusion of the same had been omitted.

**UNDER AND SUBJECT TO** and **TOGETHER WITH** any and all easements, rights-of-way, restrictions, conditions, reservations and the like that appear in the chain of title as though the same appear herein at length.

Further, Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor, as well at law as in equity, of, in and to the same.

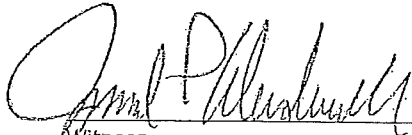
To have and to hold the said lot or piece of ground described above, including any and all of the surface and subsurface coal, oil, gas and coalbed methane gas and other minerals, including both those of scientific meaning and any inorganic substance, and the right to mine the same, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantor, for itself and its heirs, executors and administrators, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its heirs and assigns, against it, the said Grantor, and its successors and assigns, will **SPECIALLY** warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.




In Witness Whereof, the Grantor herein, by and through its authorized Officer, has caused this Deed to be executed on the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF:

  
Witness

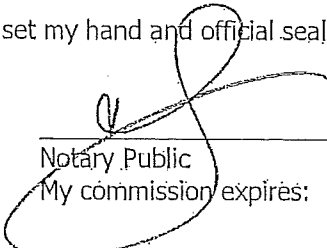
WILKES-BARRE AREA SCHOOL DISTRICT

By:  [SEAL]  
**JOSEPH A. CAFFREY**  
Title: President of Board of Directors

Commonwealth of Pennsylvania } ss  
County of Luzerne

AND NOW, this 26<sup>th</sup> day of April, 2019, before me, the undersigned Notary Public, appeared **Joseph A. Caffrey**, who acknowledged himself to be the President of the Board of Directors of **Wilkes-Barre Area School District**, and he, as such President of the Board of Directors, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the named School District, by himself as President of the Board of Directors.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

  
Notary Public  
My commission expires:

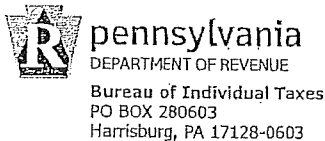
The address of the above-named Grantee is:

730 South Main Street  
Wilkes-Barre, Pennsylvania 18702

Commonwealth of Pennsylvania - Notary Seal  
Angelo C. Terrana Jr., Notary Public  
Luzerne County  
My commission expires April 15, 2023  
Commission Number 1165514  
Member, Pennsylvania Association of Notaries

By: Raymond P. Wendolowski, Esquire  
Solicitor

Z:\Server-CMS\Office\General\Deeds\deed wilkes-barre school district corrective confirmatory deed.doc



**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

201922405  
See reverse for instructions.

**RECORDER'S USE ONLY**

State Tax Paid	0
Book Number	3019
Page Number	70533
Date Recorded	4/26/19

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

**A. CORRESPONDENT** - All inquiries may be directed to the following person:

Name Angelo C. Terrana, Jr., Esquire		Telephone Number: (570) 283-9500	
Mailing Address 400 Third Avenue, Suite 117		City Kingston	State ZIP Code PA 18704

**B. TRANSFER DATA**

Date of Acceptance of Document 04 / 26 / 2019			
Grantor(s)/Lessor(s) Wilkes-Barre Area School District	Telephone Number:	Grantee(s)/Lessee(s) Wilkes-Barre Area School District	Telephone Number:
Mailing Address 730 South Main Street		Mailing Address 730 South Main Street	
City Wilkes-Barre	State ZIP Code PA 18702	City Wilkes-Barre	State ZIP Code PA 18702

**C. REAL ESTATE LOCATION**

Street Address J W Hollenback		City, Township, Borough Plains Township.	
County Luzerne	School District Wilkes-Barre Area School District	Tax Parcel Number VARIOUS	

**D. VALUATION DATA**

Was transaction part of an assignment or relocation?  Y  N

1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value 137,815.00	5. Common Level Ratio Factor X 0.98	6. Computed Value = 135,060.00

**E. EXEMPTION DATA** - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 135,060.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
--	---	---

**2. Check Appropriate Box Below for Exemption Claimed.**

- Will or intestate succession. \_\_\_\_\_  
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) \_\_\_\_\_

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 04/26/19
---	------------------

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**

EXHIBIT "B"

ISRP Contract

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

INDUSTRIAL SITES CLEANUP FUND GRANT CONTRACT

This Contract, is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Department of Community and Economic Development (the "Grantor"), and

GREATER WILKES-BARRE INDUSTRIAL FUND  
2 Public Square  
Wilkes Barre, PA 18701

(the "Grantee").

BACKGROUND:

Section 702 of the Act of May 19, 1995 (P.L. 4, No. 2), known as the Land Recycling and Environmental Remediation Standards Act, authorizes the Department of Community and Economic Development to make grants to conduct environmental studies and implement cleanup plans; and

The General Assembly of the Commonwealth has appropriated funds to the Grantor to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

ARTICLE I  
AMOUNT OF THE CONTRACT

Subject to the terms of this Contract, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of ONE MILLION DOLLARS (\$1,000,000.00) AND NO CENTS----- or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Contract shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

**ARTICLE II  
EFFECTIVE DATES**

The term of this Contract shall commence on the Effective Date (as defined below) and shall end on JUNE 30, 2023, subject to the other provisions of this Contract.

The Effective Date shall be the date the fully executed Contract is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Contract is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

**ARTICLE III  
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Contract between JUNE 17, 2020 and JUNE 30, 2023 (the "Contract Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms and conditions of this Contract, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Contract or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Contract and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this Contract and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

(3) Pennsylvania Electronic Payment Program

- (A) The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of grant award, the Grantee must submit or must have already submitted their ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101.
- (B) The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the Grantor's payment to the respective invoice or program.
- (C) It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- (D) The Grantee may access the ACH enrollment form at [www.vendorregistration.state.pa.us/cvmu/paper/forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/forms/ACH-EFTenrollmentform.pdf).
- (E) The Grantee may access the electronic addenda form at [http://www.portal.state.pa.us/portal/server.pt?open=512&obilD=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop general government operation s/oa/oa portal/omd/p and p/management directives/financial management/items/310 30.html](http://www.portal.state.pa.us/portal/server.pt?open=512&obilD=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop%20general%20government%20operation%20s/oa/oa%20portal/omd/p%20and%20p/management%20directives/financial%20management/items/310%2030.html) by clicking on the attached pdf file and going to the last page of the pdf file.

To receive reimbursement under this Contract, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Contract shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Contract.
- (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Contract set forth in the Article entitled Amendments and Modifications.
- (3) Payment by the Commonwealth and all other terms of this Contract are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Contract.

(c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Requirement to Invest Grant Funds:

The funds paid to the Grantee in accordance with this Contract shall be deposited by the Grantee in a bank or other financial institution in a separate and special expenditures account, to be maintained within its existing accounting system or set up independently; identifiable by reference to the Grantor, proposal name or contract number. Said account shall be insured by the FDIC.

Subject to applicable rules and regulations and to the provisions of this article, funds hereunder shall be continuously invested and reinvested and/or deposited and redeposited by the Grantee, in accordance with applicable state laws, with a view toward maximizing yield and minimizing the instances of uninvested funds.

Interest or any other income or accumulations earned on funds awarded pursuant to this Contract and totaling more than \$50.00 over the Contract Activity Period shall be repaid to the Grantor by means of a check made payable to the Commonwealth of Pennsylvania and submitted simultaneously with the Grantee's Project Audit or Closeout Report.

(e) Conditions for Repayment of Grant Funds:

(1) Misuse or Failure to Use Funds.

(A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Contract. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.

- (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Contract for purposes of and in accordance with this Contract, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
  - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.
- (2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

#### ARTICLE IV BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS

- (a) Fidelity Bonding:

Unless otherwise authorized by the Grantor, the Grantee shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers and/or handle or control funds, checks, securities or property. If a check signing machine is used which is not operated under the direct supervision of the authorized signer or counter-signer, the machine operator shall be bonded in the same amount as the check-signer. The amount of the bond required shall be adequate to insure the security of all funds received under this Contract as determined by the Grantor and such bond must be maintained until the Contract is closed out by the Grantor.



(b) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Contract; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Contract, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(c) Other Liability Requirements:

The Grantee shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Contract.

**ARTICLE V  
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Contract shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Contract is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant

agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- (3) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- (4) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (5) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (7) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain

compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- (8) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (9) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (10) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(c) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public

authority, or other entity of the Commonwealth.

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (4) The failure of the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (6) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgsweb.state.pa.us/DebarmentList portlet/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

(d) Compliance with the Offset Provision for Commonwealth Contracts:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

(e) Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of the Grantee's failure to comply with the provisions of the above paragraph.

(f) Reimbursement for Travel and Per Diem:

Reimbursement to the Grantee for any travel, lodging or meals under this Contract shall be at or below state rates, unless the Grantee has higher rates which have been approved by its officers/officials, and published prior to entering into contract negotiations with the Commonwealth. Documentation in support of travel and per diem will be the same as required of state employees. Higher rates must be supported by a copy of the minutes or other official documents, and submitted to the Grantor.

(g) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(h) Contractor Integrity Provisions:

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

(1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- (A) "Affiliate" means two or more entities where:
  - (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
  - (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
  - (iii) the entities have a common proprietor or general partner.
- (B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- (C) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- (D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- (E) "Financial Interest" means either:
  - (i) Ownership of more than a five percent interest in any business; or
  - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash,

travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

- (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (2) In furtherance of this policy, Contractor agrees to the following:
- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lit places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
  - (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of

the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (iii) had any business license or professional license suspended or revoked;
- (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.



- (E) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (F) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (G) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (H) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and

compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- (l) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

(i) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(j) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Department of Community and Economic Development.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested

material is exempt from public disclosure under the RTKL.

- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

## ARTICLE VI ASSIGNMENT, TRANSFER, COLLATERAL USE

This Contract shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

## ARTICLE VII INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

## ARTICLE VIII INTEREST OF PARTIES AND OTHERS

No officer, member, employee, independent contractor or elected official of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Contract or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Contract. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Contract.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Contract. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Contract.

## ARTICLE IX SUBCONTRACTS

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Contract. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Contract funds to subrecipients must include the audit requirements contained in the Article entitled Contract Audit and Closeout Requirements. The Grantee is responsible for ensuring that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report are required to be returned to the Grantor, through the Grantee.

## ARTICLE X BIDDING REQUIREMENTS

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Contract. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Contract and repayment of all or a portion of the funds available under this Contract. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

## ARTICLE XI RECORDS

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Contract, and reflecting all matters and activities covered by this Contract.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Contract and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Contract by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

## ARTICLE XII PROGRESS REPORTS

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Contract as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Contract.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Contract until such time as the required reports are submitted.

## ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant  
from the Commonwealth of Pennsylvania,  
[insert name of Grantor]."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date

of this Contract. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

#### ARTICLE XIV CONTRACT AUDIT AND CLOSEOUT REQUIREMENTS

This Contract is funded entirely with state funds. If the amount of the Contract is less than \$100,000.00 the Grantee is exempt from all audit requirements and should refer to the procedures issued by the Grantor for instructions on closeout of this Contract.

If the amount of the Contract is \$100,000.00 or more, a final audit of the entire Contract (Project Audit) is required by the Grantor within 120 days after the termination of project activities but no later than 120 days after the Contract termination date. This audit is the responsibility of the Grantee. Audits performed under the Single Audit Act of 1984 will not be accepted in lieu of a Project Audit required under this Contract.

The Project Audit must be performed by a certified public accountant. The Grantee is responsible for securing a qualified auditor, however, the Grantor reserves the right of selection or prior approval of the independent auditor to perform the audit. The Project Audit must be a financial audit conducted in accordance with the provisions of the U.S. General Accounting Office's Government Auditing Standards, current revision, and contain all the requirements detailed in the Grantor's "Procedures for Closeout of Contracts." Unless otherwise authorized by the Grantor, the audit must include those funds received under this Contract as well as any required private match funds and encompass the entire Contract Activity Period. Other grant periods may also be specified at the discretion of the Grantor and the Grantor reserves the right to designate additional compliance factors for state financial assistance programs.

The Grantor will determine any overpayment or underpayment and any additional auditing deemed necessary and inform the Grantee of the settlement amount.

The Grantee agrees that if the final audit of the Contract as accepted by the Grantor or any duly authorized representative discloses that the full amount of the Contract was not required to complete the project or that funds were improperly used, then the funds unused, improperly used or expended but not required to complete the project, shall be repaid to the Grantor with interest unless otherwise directed in writing by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform additional audits of a financial or performance nature if deemed necessary. Any such additional audit work will rely on work already performed by the Grantee's auditor, and the costs for any additional work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee.

All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until a final audit is submitted and accepted by the Grantor.



None of the above provisions under this article exempts the Grantee from maintaining records of state financial assistance programs or providing upon request, access to such records to the Grantor or its authorized representatives.

The submission of a Single Audit in accordance with the Single Audit Act and related Circulars does not exempt the Grantee from complying with all Project Audit and any closeout procedures as may be issued by the Grantor, including, but not limited to, the submission of a financial statement of the project after termination of project activities.

For additional information on audit and general closeout requirements, the Grantee should refer to the procedures for closeout of contracts issued by the Grantor.

#### ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

Upon written notice and at any time during the period covered under this Contract, the Grantor may suspend payments and/or request suspension of all or any part of the Contract activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Contract is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Contract within a reasonable period of time.

This Contract is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Contract until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Contract.

**ARTICLE XVI  
TERMINATION OF THE CONTRACT**

The Grantor may terminate this Contract at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

**ARTICLE XVII  
ENTIRE AGREEMENT**

This Contract, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Contract shall be construed in any manner so as to create any rights in third parties not party to this Contract. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

**ARTICLE XVIII  
AMENDMENTS AND MODIFICATIONS**

A properly executed Contract amendment is required to change the termination date of this Contract, to change the Contract Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Contract. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Contract.

**ARTICLE XIX  
SEVERABILITY**

Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Contract.

**ARTICLE XX  
CONSTRUCTION**

This Contract shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**ARTICLE XXI  
NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Contract in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Contract or as having in any way or manner modified or waived the same.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

GREATER WILKES-BARRE INDUSTRIAL FUND



Vendor Number 142104

Commonwealth of Pennsylvania  
Acting through the  
Department of Community and  
Economic Development

GRANTEE: Please sign & complete at "X's" only



X "[Signature Affixed Electronically – see last page]"

"[Signature Affixed Electronically – see last page]"  
Secretary/Deputy Secretary

X "[Signature Affixed Electronically – see last page]"

Approved:

I hereby certify that funds in the amount of  
\$1,000,000 are available under Appropriations  
Symbol:

2005500000 2441099000 6600800 2020 - \$1,000,000

Program GRANT  
Contract # C000073990

For Commonwealth signatures only



Approved as to Legality and Form

"[Signature Affixed Electronically – see last page]"  
Office of Chief Counsel

Comptroller approved as to fiscal responsibility,  
budgetary appropriateness and availability of  
funds:

Preapproved Form # 4-FA-4.0  
Office of General Counsel Date

Preapproved Form # 4-FA-4.0  
Office of Attorney General Date

"[Signature Affixed Electronically – see last page]"  
Comptroller



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

June 23, 2020

Wico Van Genderen President/CEO  
Greater Wilkes-Barre Industrial Fund  
2 Public Square  
Wilkes-Barre, Pa 18701-1906

Re: Industrial Sites Reuse Grant (\$1,000,000)  
Former WBASD Plains Township Building  
Remediation Project

Dear Mr. Van Genderen:

On behalf of Governor Wolf, I am pleased to inform you that your request for an Industrial Sites Reuse ("ISR") Program grant has been approved. On behalf of the Commonwealth of Pennsylvania, acting through the Department of Community and Economic Development ("DCED"), I hereby transmit to the Greater Wilkes-Barre Industrial Fund (the "Applicant") an offer for grant assistance in the amount not to exceed ONE MILLION DOLLARS (\$1,000,000).

The grant will be used by the Applicant for remediation and capping the entire site (the "Project") at the property located in Plains Township, Luzerne County, Pennsylvania, known as the former WBASD Plains Township Building site.

This grant offer is contingent upon receipt of the following information by DCED:

1. A tabulation of bids and executed contracts for the work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement.
2. Final cost breakdown of the Project, if different from that submitted in the application.

The following conditions shall apply to the grant offer

- A. Applicant will be required to solicit competitive bids for work that will be conducted with Industrial Sites Reuse Funds.
- B. DCED reserves the right to approve or reject contracts between the applicant and consultants or contractors for work that will be paid for with Industrial Sites Reuse Funds.
- C. Applicant cannot make or authorize any substantial change in the Project without first obtaining the written consent of DCED.
- D. Applicant shall have the required matching funds on hand. DCED will pay 75% of eligible invoices submitted for reimbursement.
- E. Applicant will maintain full and accurate records with respect to the Project. DCED and the Department of Environmental Protection shall have free access to such records and to inspect all project work and other relevant data and records. The applicant must furnish, upon request of either department, all data, reports, contracts, documents, and other information relevant to the Project as may be requested.
- F. The remediation project must be completed prior to the expiration of the grant agreement.
- G. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-0606. Please refer to Exhibit A of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.

If you should have any questions regarding this grant, please contact the Site Development Office at (717) 787-6245.

A representative from DCED's Communications Office may be contacting you in the next several weeks to discuss the public announcement of the Industrial Sites Reuse Program approval. Please do not make any public announcements regarding this grant approval without first coordinating with DCED.

Should you have any questions or wish to discuss the announcement, please contact DCED's Communications Office at (717) 783-1132.

I would like to congratulate you on behalf of the Wolf Administration for promoting the economic development of your community and trust this grant will aid your efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis M. Davin", with a long horizontal line extending to the right.

Dennis M. Davin  
Secretary

Exhibit A:

PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at [www.dli.state.pa.us/laborlaw](http://www.dli.state.pa.us/laborlaw) by clicking on the link to Prevailing Wage Act.

The Act's definition of "public work" has been applied to projects undertaken by private entities but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-787-0606) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at:

<http://www.dli.pa.gov/Individuals/Labor-Management-Relations/lc/prevailing-wage/Pages/default.aspx>



Contract: C000073990 - Signature Log

	<u>Date</u>	<u>Name</u>	<u>Title</u>
Grantee	06/29/2020	Joseph Boylan	Chief Professional Officer
Grantee	06/29/2020	Wico Van Genderen	CEO/President
Chief Counsel	06/29/2020	Busch, Jill	CWOPA Employee
Executive	08/06/2020	Weaver, Neil	CWOPA Employee
OGC		4-FA-4.0	
OAG		4-FA-4.0	
Comptroller	08/19/2020	Katalin Gotshall	Comptroller

EXHIBIT "C"

Grant Services

GRANT SERVICES

EXHIBIT "C"  
Grant Services

Pre-Application/LOI

- Research the project and determine if it qualifies under the PA Department of Community and Economic Development (DCED) Industrial Sites Reuse Program (IRSP).
- Work with Wilkes-Barre Area School District's (WBASD) Engineering Firm (Borton Lawson) to gather necessary preliminary information to submit a Letter of Intent (LOI)
- Create and submit LOI to DCED for consideration into the ISRP Program.
- Secure approval from DCED to submit a full application to the ISRP Program.
- Submit Letter of Non-Prejudice to protect the and secure approval of project-related activities prior to Grant Application approval.
- Participate in meetings with WBASD and Borton Lawson, applicable to the submission of the ISRP LOI.

Application

- Complete and submit Single Application for the ISRP Program and submit to DCED for consideration.
- Secure and attach all applicable addenda items as required by the ISRP program, to include but not limited to:
  - *Exhibit 1:* A letter from the appropriate DEP Regional Office, approving the proposed scope of work to be performed with ISR funds.
  - *Exhibit 2:* A copy of the scope of the work to be performed with ISR funds as approved by the DEP Regional Office.
  - *Exhibit 3:* Funding commitment letters from all other project funding sources (including equity commitments). Letters should include the applicable term, rate, and collateral conditions, and must be signed and dated.
  - *Exhibit 4:* Letters from local/county governmental entities supporting the proposed ISR project.
  - *Exhibit 5:* For ISR loan requests, attach financial statements of the Applicant for the last three years of operation. Financial statements should include balance sheets, income statements, cash flow statements, and notes to financials. Start-up companies must provide three years projected financial statements.
  - *Exhibit 6:* For projects involving loans to real estate developers, provide a projected cash flow analysis covering the period from project commencement to lease-up/build-out.
  - *Exhibit 7:* For ISR loans, identify the collateral that will be offered to the commonwealth as security for the ISR loan. If the proposed collateral is real estate, provide two complete as-is appraisals or one appraisal prepared by either a Member, American Institute of Real Estate Appraisers (MAI) or a PA State Certified Appraiser. The appraisals must be no more than six months old. If a personal guarantee is being offered as security, attach personal financial statements for the proposed guarantor(s). The personal financial statements should not be more than six months old and must be signed.
  - *Exhibit 8:* For ISR loans to private companies or private real estate developers, list the names and social security numbers of principal owners having a 20% or greater ownership interest in the company, partnership, etc.

- *Exhibit 9:* Attach copies of the signed Bids/Quotations, contractor estimates, or engineer estimates that verify project cost estimates. Estimates must be current and dated. For lead based paint and asbestos removal, estimate must be prepared by a licensed certified professional.
- *Exhibit 10:* Provide a map or plot plan detailing the location of the assessment/remediation work.
- Secure approval of Grant Application and subsequent Grant Contract from DCED for the ISRP Project for WBASD.
- Execute and return Grant Contract on behalf of the Greater Wilkes-Barre Industrial Fund, on behalf of the sub-grantee (WBASD).
- Participate in meetings with WBASD and Borton Lawson, applicable to the submission of the ISRP Application.

#### Compliance

- Work with DCED and WBASD to ensure all requirements and special conditions are met in accordance with the Grant Agreement.
- Review and approve all agreements with Greater Wilkes-Barre Industrial Fund legal team.
- Submit reimbursement (payment) request forms.
- Work with WBASD to complete project audit, upon the completion of the project (cost incurred by the WBASD).
- Participate in meetings with WBASD and Borton Lawson, applicable to compliance issues.

## EXHIBIT "D"

### Project Description

The Wilkes-Barre Area School District (District) is constructing a new high school for Grades 9 through 12 in Plains Township, Luzerne County. The 390,000± square foot building will include such amenities as an auditorium, two gymnasiums, classrooms, and conference centers. The subject site is approximately 78± acres of vacant, undeveloped land that was previously strip mined, deep mined and used to stockpile remnant coal and culm from historic coal mining operations. Upon completion of all mining activities, DEP approved a closure plan for the site which has been implemented by the present owner.

A Phase II investigation was conducted on the subject site in October of 2017. The report found that "concentrations for VOCs, SVOCs and PCBs were below laboratory detection limits for each of the samples analyzed" but "RCRA metals were reported above laboratory detection limits throughout the subject property. Based on subsequent information provided by PADEP, the recommended approach moving forward would be the placement of an engineering control or cap by the WBASD (a best management practice).

In order to create the aforementioned cap, topsoil will need to be transported to the site and spread at various depths. The topsoil cap will serve a two-fold function. First the topsoil will provide an "engineering control or cap" per PADEP's recommendation. Secondly, the topsoil will serve as a stormwater control via the conversion of existing 'impervious-like' coal refuse material into rain absorbing lawn and meadow areas.



POLICY COMMITTEE: **WALKER**

---

TO: The President and Members of the Wilkes-Barre Area School Board.

The Policy Committee respectfully makes the following report and recommendation:

1. That the following policies be adopted:
  - 323 Tobacco and Vaping Products
  - 707 Use of School Facilities
  - 904 Public Attendance at School Events
  
1. That the following policies be revised:
  - 204 Attendance

---

Rev. Shawn Walker, Chairperson





Book

Policy Manual

Section

300 Employees

Title

Tobacco and Vaping Products

Code

323 Vol I 2020

Status

From PSBA

Purpose

The Board recognizes that tobacco and vaping products, including the product marketed as Juul and other electronic cigarettes, present a health and safety hazard that can have serious consequences for users, nonusers and the school environment. The purpose of this policy is to regulate use of tobacco and vaping products, including Juuls and other electronic cigarettes, by district employees and contracted personnel.

Definition

State law defines the term tobacco product to broadly encompass not only tobacco but also vaping products including Juuls and other electronic cigarettes (e-cigarettes). Tobacco products, for purposes of this policy and in accordance with state law, shall be defined to include the following: [1][2]

1. Any product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to, a cigarette, cigar, little cigar, chewing tobacco, pipe tobacco, snuff and snus.
2. Any electronic device that delivers nicotine or another substance to a person inhaling from the device, including, but not limited to, electronic nicotine delivery systems, an electronic cigarette, a cigar, a pipe and a hookah.
3. Any product containing, made or derived from either:
  - a. Tobacco, whether in its natural or synthetic form; or

- b. Nicotine, whether in its natural or synthetic form, which is regulated by the United States Food and Drug Administration as a deemed tobacco product.
4. Any component, part or accessory of the product or electronic device listed in this definition, whether or not sold separately.

The term tobacco product does not include the following:[1][2]

- 1. A product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, as long as the product is not inhaled.
- 2. A device, included under the definition of tobacco product above, if sold by a dispensary licensed in compliance with the Medical Marijuana Act. *Federal law requires the district to maintain a drug-free workplace, at which marijuana of any kind is prohibited.*[3][4]

#### Authority

The Board prohibits use of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, by district employees and contracted personnel at any time in a school building; on school buses or other vehicles that are owned, leased or controlled by the school district; or on property owned, leased or controlled by the school district.[2][5][6]

{ }, except as expressly permitted in designated areas which must be located at least fifty (50) feet from school buildings, stadiums or bleachers.

{ } The Board also prohibits use of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, by district employees at any time while responsible for the supervision of students during school-sponsored activities that are held off school property.[2]

This policy does not prohibit possession of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, by district employees and contracted personnel of legal age.

The Board deems it to be a violation of this policy for any district employee or contracted personnel to furnish a tobacco or vaping product, including the product marketed as Juul or any other e-cigarette, to a student.[1]

#### Delegation of Responsibility

The Superintendent or designee shall notify employees and contracted personnel about the Board's tobacco and vaping products policy by publishing information in handbooks, newsletters, posters, and other efficient methods such as posted notices, signs and on the district website.[2]

#### Reporting

##### *Office for Safe Schools Report –*

The Superintendent shall annually, by July 31, report incidents of prohibited possession, use or sale of tobacco and vaping products, including Juuls or other e-cigarettes, on school property to the Office for Safe Schools on the required form.[7][8]

*Law Enforcement Incident Report –*

The Superintendent or designee may report incidents involving the sale of tobacco and vaping products, including Juuls or other e-cigarettes, to minors by employees on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the school police, School Resource Officer (SRO) or to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[1][2][3][7][8][9][10][11]

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Legal

1. 18 Pa. C.S.A. 6305
2. 18 Pa. C.S.A. 6306.1
3. Pol. 317
4. Pol. 351
5. 20 U.S.C. 7973
6. Pol. 818
7. 24 P.S. 1303-A
8. Pol. 805.1
9. 22 PA Code 10.2
10. 22 PA Code 10.22
11. 24 P.S. 1302.1-A
- 20 U.S.C. 7971 et seq



Book

Policy Manual

Section

700 Property

Title

Use of School Facilities

Code

707 Vol I 2020

Status

**Purpose**

The Board recognizes that although the primary purpose of the school buildings, facilities and property is to provide students with an appropriate learning environment, the Board may make school facilities available to individuals and community groups without discrimination and in accordance with this policy, provided the use does not interfere with the educational program of the schools. **This policy establishes conditions, restrictions and procedures for the use of school facilities for nonschool-sponsored purposes.**

**Authority**

The Board directs that use of school facilities may be granted to individuals and community groups for the following types of activities:

1. { x } Instruction in any branch of education, learning and the arts, consistent with the district's mission.
2. { x } Social, civic and recreational meetings and entertainment, and other uses pertaining to the welfare of the community; but such use shall be non-exclusive and open to the public without charge.
3. { x } Polling places for holding primaries, elections and special elections, as permitted or required by state law.
4. { x } Recreation, physical training and athletics, including competitive athletic contests for children and adults.

The Board shall establish a schedule of fees for the use of school facilities by approved groups.[1]

Delegation of Responsibility

The Superintendent shall ensure that this policy is posted on the district’s publicly accessible website.[2]

The Superintendent or designee shall implement administrative regulations or procedures for requesting and granting permission for use of school facilities and shall distribute the necessary information to individuals affected by them.

An application for use of school facilities may be disapproved because of noncompliance with established policy and procedures by the

- {  } Superintendent.
- {  } Business Manager.
- {  } Board Secretary.
- {  } building principal.
- {  } Supervisor of Buildings and Grounds.

Guidelines

Application Process

An individual or community group requesting permission to use school buildings, facilities or school property must submit a written request on the prescribed application form at least ten (10) days in advance of the proposed date to the

- {  } Superintendent.
- {  } Business Manager.
- {  } Board Secretary.
- {  } building principal.
- {  } Supervisor of Buildings and Grounds.

The application must specify the portion of the school facilities requested for use; proposed activities; number of individuals participating; and the date, time and duration of the proposed event.

Along with the completed application, the individual or group must submit the following:

1. {  } Payment of the specified rental fee.
2. {  } Evidence of organizational liability to limits required by district guidelines.
3. {  } Documentation evidencing the district shall be held harmless by the user for any liability that arises from use of school facilities by the individual or group.

Application Evaluation

No application to use school facilities shall be approved if the proposed activity would result in any of the following:

- 1. { } Conflict with any school-sponsored activity.
- 2. { } Access to school facilities closed due to renovations, maintenance, cleaning, the school calendar, or Board action.
- 3. { } Access to school facilities containing equipment or furnishings which would be detrimental to the operation of a district program if damaged or operated by an unqualified operator.
- 4. { } The proposed use would prevent or encumber district personnel from preparing school facilities for their primary purpose, because of the nature or duration of the activity.
- 5. { } Individual or community group uses school facilities in excess of five (5) times during any calendar year for the same purpose. This limitation shall not apply to individual athletic contests for children or adults that are part of an overall athletic season schedule, when the use is approved by the Board.

Limitations

When individuals and community groups receive written permission to use school facilities under this policy, such use shall be conditioned upon strict compliance with the following:

- 1. { } Individuals shall not use, access or enter upon any portions of the school facilities or their contents not specified in the approved written request form:
- 2. { } Individuals shall refrain from any conduct or activities not specifically identified in the approved written request form.
- 3. { } All activities must begin after 5:00 p.m.
- 4. { } All activities must terminate and all individuals and community group members must exit the school premises by \_\_\_\_\_ p.m.
- 5. { } When advertising or promoting activities held at school facilities, individuals and community groups shall clearly communicate that the activities are not being sponsored by the district.
- 6. { } School equipment used in conjunction with requested facilities shall be identified when the application is submitted. Users of school equipment must accept liability for any damage to or loss of equipment that occurs while in their use. Where rules so specify, no equipment may be used except by a qualified operator, provided by the school.

## Prohibited Activities

The following activities are strictly prohibited in school facilities when individuals and community groups are granted written permission to use said school facilities:[3]

1. Possession, use or distribution of **controlled substances prohibited by state or federal law.**
2. Possession of weapons.
3. Conduct that would alter, damage or be injurious to any district property, equipment or furnishings.
4. Conduct that would constitute a violation of the Pennsylvania Crimes Code, and/or state and federal laws and regulations.
5. Use of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, as defined in the law.[4][5][6][7]

{ }, except as expressly permitted in designated areas which must be located at least fifty (50) feet from school buildings, stadiums and bleachers.

*Products approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, are permitted, as long as the product is not inhaled.*

6. Medical marijuana products as prohibited by federal law.
7. { x } Possession, use or distribution of alcoholic beverages.
8. { x } Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act, unless such activity has been expressly authorized by the Board or administration.[8][9]

## Violations

The district reserves the right to remove from district premises any individual or community group who fails to comply with the terms and conditions of this policy and established procedures.[3]

In the event an individual or community group violates this policy or the terms under which permission was granted to use school facilities, that individual or community group forfeits the right to submit future written requests to use district property, unless otherwise decided by the Board.

## Fee Schedule

Use of school facilities for activities directly related to the educational program and district operations shall be without cost to users.

{ } except that the user shall be responsible for extra custodial fees.



NOTES:

SC 777 Defacing, damaging school property.

Watch for discriminatory language, i.e., not allowing Boy Scouts to use but allowing other nonschool groups.

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Legal

1. 24 P.S. 775

2. 24 P.S. 510.2

3. 24 P.S. 511

4. 18 Pa. C.S.A. 6306.1

5. 20 U.S.C. 7972

6. 20 U.S.C. 7973

7. Pol. 904

8. 10 P.S. 328.101 et seq

9. 61 PA Code 901.701

24 P.S. 779

20 U.S.C. 7905

20 U.S.C. 7971 et seq

61 PA Code 901.1



Book

Policy Manual

Section

900 Community

Title

Public Attendance at School Events

Code

904 Vol V 2020

Status

**Purpose**

The Board welcomes the public at activities and events sponsored by the school district, but the Board also acknowledges its duty to maintain order and preserve school facilities **and health and safety** during such events. This policy establishes conditions, restrictions and procedures to regulate public attendance and conduct at school and school-sponsored activities.

**Definition**

State law defines the term **tobacco product** to broadly encompass not only tobacco but also vaping products including the product marketed as Juul and other electronic cigarettes (e-cigarettes). **Tobacco products**, for purposes of this policy and in accordance with law, shall be defined to include the following:<sup>[1][2]</sup>

1. Any product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to, a cigarette, cigar, little cigar, chewing tobacco, pipe tobacco, snuff and snus.
2. Any electronic device that delivers nicotine or another substance to a person inhaling from the device, including, but not limited to, electronic nicotine delivery systems, an electronic cigarette, a cigar, a pipe and a hookah.
3. Any product containing, made or derived from either:
  - a. Tobacco, whether in its natural or synthetic form; or

- b. Nicotine, whether in its natural or synthetic form, which is regulated by the United States Food and Drug Administration as a deemed tobacco product.
4. Any component, part or accessory of the product or electronic device listed in this definition, whether or not sold separately.

The term **tobacco product** does not include the following:[1][2]

1. A product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, as long as the product is not inhaled.
2. A device, included under the definition of tobacco product above, if sold by a dispensary licensed in compliance with the Medical Marijuana Act. *Federal law requires the district to maintain a drug-free environment, at which marijuana of any kind is prohibited.*[3][4]

### **Authority**

The Board has the authority to prohibit at a school event the attendance of any individual whose conduct may constitute a disruption. **The Superintendent or designee and building principal may limit attendance to designated areas or may limit the number of attendees to school events when necessary to protect the health and safety of students, staff and the public, in accordance with Board-approved health and safety plans and guidance from state and local officials.**

The Board prohibits gambling and the possession and use of controlled substances prohibited by state or federal law, alcoholic beverages and weapons on school premises.[5][6]

**Attendees shall be informed of the district's health and safety rules through announcements and posting of appropriate signage. Health and safety rules must be followed prior to entry and while attendees are in school buildings and on school property, in accordance with Board policy, district procedures, the Board-approved health and safety plans and guidance from state and local officials.[7]**

### **Tobacco and Vaping Products**

The Board prohibits use of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, by any persons at any time in a school building; on school buses or other vehicles that are owned, leased or controlled by the school district; or on property owned, leased or controlled by the school district.[2][8]

{ } unless expressly permitted in designated areas which must be located at least fifty (50) feet from school buildings, stadiums or bleachers.

This policy does not prohibit possession of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, by members of the public of legal age at school or school-sponsored activities.

The Board deems it to be a violation of this policy for an individual in attendance at school or a school-sponsored activity to furnish a tobacco or vaping product, including the product marketed as Juul or any other e-cigarette, to a minor.[1]

### **Delegation of Responsibility**

A schedule of fees for attendance at school events shall be prepared by the Superintendent or designee and adopted by the Board.

The Superintendent shall ensure that this policy is posted on the district's publicly accessible website.[9]

### **Reports**

#### *Office for Safe Schools Report –*

The Superintendent shall annually, by July 31, report all incidents of prohibited possession, use or sale of tobacco and vaping products, including Juuls and other e-cigarettes, by any person on school property to the Office for Safe Schools on the required form.[10][11]

#### *Law Enforcement Incident Report –*

In accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies, the Superintendent or designee may report to the school police, School Resource Officer (SRO) or to the local police department that has jurisdiction over the school's property, the use or sale of tobacco or vaping products, including Juuls and other e-cigarettes, by any person in a school building; on a school bus or other vehicles that are owned, leased or controlled by the school district; or on any property owned leased or controlled by the school district.[1][2][10][11][12][13][14]

### **Guidelines**

#### **Free Admittance**

~~{ } Senior citizens who are district residents and are \_\_\_\_\_ years of age or older shall be admitted~~

~~(-) without charge~~

~~(-) at a reduced fee~~

~~(-) to all school events.~~

~~(-) to all school athletic events.~~

~~{ } District personnel will be admitted~~

~~(-) to all school events~~

~~(-) at no charge.~~

~~(-) at a reduced fee.~~

~~{ } Free passes to school events will be available to each Board member.~~

~~(-) and a guest.~~

~~{ } The Board will honor athletic passes from all districts that are members of conferences in which teams of this district compete and honor the passes of this district.~~

### Service Animals

Individuals with disabilities may be accompanied by their service animals while on district property for events that are open to the general public in accordance with Board policy and state and federal laws and regulations. [15][16][17]

### **PSBA Revision 8/20 © 2020 PSBA**

#### Legal

1. 18 Pa. C.S.A. 6305

2. 18 Pa. C.S.A. 6306.1

3. 20 U.S.C. 7118

4. Pol. 351

5. 24 P.S. 511

6. 24 P.S. 775

7. Pol. 705

8. 20 U.S.C. 7973

9. 24 P.S. 510.2

10. 24 P.S. 1303-A

11. Pol. 805.1

12. 22 PA Code 10.2

13. 22 PA Code 10.22

14. 24 P.S. 1302.1-A

15. 28 CFR 35.136

16. 43 P.S. 953

17. Pol. 718

20 U.S.C. 7971 et seq

28 CFR Part 35

**904 Attachment**  
**PUBLIC BEHAVIOR AT SCHOOL EVENTS**

The district expects mutual respect, civility, and orderly conduct by all individuals attending school events on district property.

Expected Behavior

Individuals attending school events on district property will not:

1. Injure, threaten, harass or intimidate a district employee, sports official or coach or any other person.
2. Act in an unsafe manner that could threaten the health or safety of others.
3. Use vulgar or obscene language or gestures.
4. Fight, strike or injure another person.
5. Damage, deface or threaten to damage district property.
6. Damage, deface or threaten to damage another individual's property.
7. Engage in any activity that violates any federal or state law or regulation or any local policy, regulation or ordinance.
8. Violate any Board policy, district administrative regulation **or health and safety rules**.
9. Use any tobacco product or vaping product, including Juuls or other electronic cigarettes, as defined in Board policy, except in an area designated and posted by the district.
10. Consume, possess, distribute or be under the influence of alcoholic beverages or controlled substances prohibited by state or federal law.
11. Possess or use weapons or dangerous devices prohibited by the district.
12. Impede, delay, disrupt or interfere with any school activity or event, including using cellular telephones in a disruptive manner.
13. Enter upon any portion of district or school premises at any time for purposes other than those that are lawful and authorized by the Board.
14. Operate a motor vehicle in a risky manner, in excess of posted traffic signage, or in violation of an authorized district employee's directive.
15. Engage in any risky behavior, such as roller skating, roller blading or skateboarding.

16. Fail to obey the directive of an authorized district employee, security officer, school police officer, School Resource Officer (SRO) or local law enforcement official.

As circumstances warrant, the administrator in charge will take appropriate action, including warning the person in violation, requesting the person to immediately leave district property, contacting law enforcement officials, and seeking to deny future admission to school events.

**Refusal to leave school grounds when requested to do so by district employees or event officials constitutes the criminal offense of defiant trespass and may result in arrest and prosecution.**

Continuation or escalation of prohibited behavior after a warning will result in ejection from the event premises.

Behavior that is unlawful or in violation of Board policy or administrative regulations may result in immediate ejection of the person in violation from the event premises.

Disruptive behavior by a group when individual persons cannot be identified may result in the ejection of offending areas of spectator seating.

A district employee may request identification from any individual on district grounds and in district buildings. Refusal to provide **such information** may result in a request to leave district property.

An employee involved in an incident with an attendee at a school event will complete an incident report and submit it to the building principal or immediate supervisor, who will report the incident to the Superintendent.

#### Crowd Control

A designated administrator will be assigned responsibility for monitoring and supervising the orderly conduct of students and spectators attending school events on district property. Crowd control procedures may include the following:

1. The administrator will ensure that enough authorized district personnel are assigned to provide adequate supervision.
2. The administrator may request law enforcement officials to be present if **the administrator** anticipates the crowd may pose a behavior or safety problem, and may direct the placement of the officers.
3. The admissions gate and/or entrances will be regulated, and admission will be limited to eligible students, spectators and other authorized attendees. No one under the influence of alcohol or controlled substances prohibited by state or federal law will be admitted.



4. If a disturbance occurs, the administrator will determine if the event needs to be concluded, and **the administrator** may close the event and direct those in attendance to immediately leave school grounds.

PSBA Revision 8/20

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## ATTENDANCE POLICY AND INFORMATION

### PHILOSOPHY

The success of our schools in achieving the mandated standards and performance levels of education set forth by the PA Department of Education and the Wilkes-Barre Area School District is predicated on daily attendance by the students, continuity of instruction, and classroom participation.

It is the school's responsibility to develop, within the students, a sense of responsibility, discipline, and good work habits. These goals can be reached by maintaining close communication between the home and school and by encouraging, sustaining, and enforcing regular school attendance. Daily school attendance, including arriving to school on time, is necessary for the student's academic and social success.

It is expected that all parents will assist the school in ensuring that their child attends school on a daily basis. Frequent absences result in poor schoolwork and may contribute to the eventuality of a school dropout. Many times, the attendance patterns that a child develops in the elementary grades are carried over into the secondary level, and in some instances, become the foundation of his/her job absentee rate.

### PENNSYLVANIA COMPULSORY ATTENDANCE LAW

Compulsory school age begins when a parent/legal guardian enrolls a child in school, but no later than the age of six (6). Compulsory school attendance is required until the age of eighteen (18), or unless legitimately excused from attending as outlined by the Pennsylvania Department of Education (PDE) and existing school laws.

Once a student is enrolled in kindergarten, attendance is mandatory, and the school attendance laws apply to that student.

Students who are eighteen (18) years of age or older, and have not graduated, may not be asked to leave school merely because they have reached their eighteenth birthday, provided they are fulfilling their responsibilities as students.

Students who are sixteen (16) years of age or older and are employed full-time (35-40 hours a week) during school hours and hold a lawfully issued employment certificate may be excused from the requirements of attendance.

Pennsylvania Compulsory Attendance Law mandates that school districts are responsible for a student's attendance. Consequently, school administrators will determine the validity of a student's absence.

**Not every case can be covered in this policy. Administrators will interpret the policy with common sense and exercise good judgment in unusual cases. With this in mind, the following rules are provided as a guide in dealing with student absenteeism and tardiness:**

## ABSENCES

Absence from school is defined as the non-attendance by a student on a day when school is scheduled.

A student who is absent from school must present a note written and signed by his/her parent/legal guardian explaining why the student was absent. Absences shall be treated as unexcused until the written excuse is submitted to the homeroom teacher upon entering school. If a student fails to produce such a note within three school days, the day(s) missed will remain "illegal/unexcused".

**Excused/legal absences:** The following is a list of, but not all inclusive, of excused/legal absences:

1. Illness/Medical
2. Death in the student's immediate family
  - a. Parent/Legal Guardian
  - b. Sibling
  - c. Grandparent
  - d. Aunt/Uncle
3. Legal and exceptionally urgent reasons that may affect the child
  - a. Unsafe and hazardous road conditions
  - b. Quarantine of the home
  - c. Death in the family other than an immediate family member such as a close friend or relative
  - d. Suspension from school
4. Educational trips (see below requirements)

**Request for excused absence for educational trips:** The Wilkes-Barre Area School District recognizes that, from time to time, students may have the opportunity to participate in a pre-planned, educational trip during the regular school year. In order for your child to be legally excused and attend the educational trip, the following steps need to be taken and prerequisites met:

1. Parent/legal guardian must get the approval of the administrator by submitting, to the administrator, an official educational trip request form at least two weeks prior to the departure date of the trip. The administrator will evaluate the child's academic standing, discipline history, attendance record, and the educational value of the trip. The form can be obtained in the main office.
2. If the educational trip is during the first semester of the school year, the child cannot miss five days or more of school. If the child's absences exceed the five days, the request will be denied.
3. If the educational trip is during the second semester of the school year, the child cannot miss ten days or more of school. If the child's absences exceed the ten days, the request will be denied.
4. The parent and student shall agree that all class work that is missed during the period of absence will be made up within a time frame established by the administrator.
5. No more than five excused absences for educational trips will be granted per school year.

**Unexcused/illegal absences:** The following is a list of, but not all inclusive, of unexcused/illegal absences:

1. Failure to wake up for school
2. Missing a scheduled school bus or not having a ride to school
3. Absence without a parent/legal guardian's knowledge
4. Caring for a sibling in a non-emergency situation/babysitting
5. Running errands and/or shopping
6. Pursuing a talent or skill without the administrator's prior approval
7. Temporary employment during school hours
8. Going on a vacation without the administrator's prior approval
9. Failure to provide a medical practitioner's excuse when requested or required
10. Failure to attend school either before or after a scheduled medical appointment. (For example: a dentist appointment, medicine check, court appearance, etc.)
11. School refusal
12. Failure to remedy head lice within three days

### **PROCEDURES FOR EXCUSED/LEGAL ABSENCES**

Absences shall be treated as unexcused until a written excuse is submitted to the homeroom teacher upon entering school. The excuse must be written and signed by the parent/legal guardian, explain why the student was absent, and submitted within three days of the absence. Failure to comply will result in the absence remaining as an illegal or unexcused absence.

**Three or more consecutive days:** If a student is absent **three or more** consecutive days, the absence must be justified by a written excuse from a medical practitioner. The medical practitioner must have seen the student or the parent/legal guardian must have had communication with the medical practitioner in regards of medical advice or medication. If the student does not present a medical note, all consecutive absences will remain illegal/unexcused.

**Ten cumulative days:** If a student is absent **ten** cumulative days, a written notification will be issued to the parent/legal guardian stating the amount of total absences and that a medical practitioner's excuse will be required for each subsequent absence. Each absence will remain illegal/unexcused if there is failure to comply.

### **PENALTIES FOR UNEXCUSED/ILLEGAL ABSENCES**

**Three unexcused/illegal absences:** The student is considered truant and a "Notice of Truancy" will be issued to the parent/legal guardian by the Home and School Visitor.

**Six unexcused/illegal absences:** The student is considered habitually truant. The parent/legal guardian and the student will be invited to participate in a School Attendance Improvement Plan meeting (SAIP) with Administration, Home and School Visitor, and a representative from The BRIDGE in attendance. Failure to attend this meeting will result in a plan being made without any parental input.

If there is no cooperation and/or the student continues to be absent without an excuse following the SAIP, a Summary Citation will be filed with the local magistrate's office where the proposed SAIP will become court ordered. Failure to comply with this court order may result in a maximum fine, approximately \$300.00 plus court costs, community service, and/or loss of driver's license. The case will also be sent to Luzerne County Truancy Court.

**Please note:** if the student has six or more unexcused/illegal absences, he/she will lose the privilege to participate in any and all events and extra-curricular activities such as performances, clubs, field trips, participation on any athletic team sponsored by their school, sixth grade trip, fun day, field day, class trips, the semi-formal, the prom, class day, senior tea, etc.

**Ten unexcused/illegal absences:** If a student has ten or more unexcused/illegal absences and is a senior student, he/she **will not** graduate on stage.

If it is determined that the student, 17 years old or older, has been absent for ten or more consecutive days without justification, which includes, but not limited to: unable to locate family, unoccupied residence, student is beyond compulsory age of attendance, the student will be dropped from school roll.

### **HOMEWORK WHEN ABSENT FROM SCHOOL**

If an absence is classified as “excused” or “legal”, the student will be permitted to make-up work when absent from school. Students will be afforded one (1) day for each day of excused absence for work to be completed and submitted. This applies to assignments, quizzes, tests, and/or major projects. There will be no reduction in grade for make-up work turned in following this procedure; however, the assignment/assessment format may be modified or altered.

If an absence is classified as “unexcused” or “illegal”, the student will not receive credit for assignments, tests, quizzes, projects, etc. For example, if a student misses a test due to an “unexcused” or “illegal” absence, the student shall receive a zero. In addition, the teacher is not required to provide the student the opportunity to make up missed work if the absence is deemed illegal.

It is the student's responsibility to obtain the assignments from his or her teachers prior to approved educational trips.

### **ACTIVITIES WHEN ABSENT FROM SCHOOL**

The Wilkes-Barre Area School District maintains a policy that links consistently poor attendance with the loss of the privilege to participate in any extra-curricular activities. Therefore, any student absent from school, either excused or unexcused, may be prohibited from participating in any school activities during that same school day (during school hours and after school hours). Exceptions may be made by the discretion of the administration. Such events/activities include, but are not limited to: performances, clubs, field trips, participation on any athletic team sponsored by their school, sixth grade trip, fun day, field day, class night, class trips, school dances, the semi-formal, the prom, etc.

### **TARDINESS**

Tardiness is defined as the absence of a student at the time school session begins, provided the student reports to school and is in attendance for any portion of the school day. The school sessions begin as follows:

Elementary School:	8:45 A.M.
Solomon Junior High School:	8:00 A.M.
High School:	8:20 A.M.

Daily attendance and being on time are necessary components for students to achieve academically and become productive and responsible citizens.

**Legal tardiness:** A student arriving late for school for any of the following reasons will be considered an excused late:

1. Doctor's appointment
2. Dentist's appointment
3. Mental health care appointment
4. Court appearance
5. Funeral involving immediate family members, relatives, and close friends
6. School related activities pre-approved by the administrator

Excuses must accompany the student when arriving tardy from these appointments. Any other tardy will be considered unexcused and will accumulate on the student's permanent record card. All tardies will be calculated and translated into equivalent illegal/unexcused absences. (see illegal absences)

**Procedures for when a student is tardy:** If a student reports to school tardy, the student must report directly to the main office and present a written excuse from a parent/legal guardian stating the reason for the tardiness. Elementary students must be accompanied by a parent/legal guardian. If the student does not have a written excuse or the reason is considered unexcused, disciplinary action will be taken by the administration. In addition, habitual tardiness will not be tolerated and will result in appropriate disciplinary/legal action.

Parents/legal guardians may not accompany their child to the classroom or pick up their child at the classroom. Violation of this procedure may result in legal action.

**Cumulative tardiness:** All unexcused/illegal tardies will be documented on skyward and will be calculated and translated into equivalent illegal/unexcused absences. Illegal/unexcused absences may result in a summary citation for violation of the Pennsylvania Compulsory School Attendance Law.

**Consequences for excessive tardiness:** The following are consequences for excessive tardiness per semester:

**Five illegal tardies:** parent notification letter sent home by administration

**Six to Nine illegal tardies:** (elementary) loss of recess, lunch detention  
(secondary) lunch detention/central detention

**Ten illegal tardies:** parental conference

**Eleven and more illegal tardies:** loss of privileges and the duration of the loss of privileges will be determined by the administrator (field trips, sporting events, club activities, dances, and all other extracurricular activities).

When a student reaches the tenth illegal late, a parental conference will be required to discuss the policy and devise a plan ensuring that the student arrives to school on time. Any absences that result from the failure of the parent to attend this conference may initiate a legal action for truancy. The minutes late will be calculated and translated into equivalent illegal/unexcused absences. This may result in a summary citation for violation of the Pennsylvania Compulsory School Attendance Law.

**Consequences for illegal tardiness:** If a student is tardy two hours or more, the student will not be able to participate in any extra-curricular activities for that day.

### **STUDENTS BEING RELEASED EARLY**

Students will only be dismissed from school for professional appointments, court appearance, emergencies or illnesses. The following procedures must be followed:

1. Upon arrival to school, a written request must be submitted to the main office. The request must include the justification, date, time, telephone number and signature of the parent/legal guardian.
2. **The parent/legal guardian must report to the office** at the appointed time and present proper valid ID. If someone other than the parent/legal guardian is picking the student up, the person's name must be written on the request, must be on the emergency contact card, and must have proper valid ID. The student will then be called to the main office. All parents/legal guardians must remain in the main office. No one may enter into the building and go directly to a classroom.
3. Prior to leaving school, the student must report to the main office in order to be signed out.
4. If the student is being released early from school due to a court or medical appointment, the student must present proof of the appointment upon returning to school.

**Students being released early for emergencies:** Requests for a student to be released early from school due to an emergency must be made in person by the parent/legal guardian. The administrator will then determine if the emergency is valid or not and then either approve or deny the request.

**Students being released early for illness/injury/medical reason:** Only the school nurse or administrator can approve an early dismissal due to illness/injury/medical reason. The parent/legal guardian will be notified when a student needs to be sent home. Students will not be permitted to leave without parent's/legal guardian's permission, and the parent/legal guardian must report to the main office before the student will be dismissed.

Please note the following:

1. No student will be excused via a telephone call
2. No student will be sent home alone
3. No student will be excused within the last fifteen minutes of the school day
4. Students being excused from school may be prohibited in participating in any after school extra-curricular activities that day

### **LEAVING SCHOOL WITHOUT PERMISSION**

If any student leaves the school without permission, by either the school nurse or the school administration, appropriate disciplinary action will be taken.

## SCHOOL BUILDING OF ATTENDANCE

All students are **required** to attend his/her home school building based on the student's residency and the boundaries set forth by the district. The boundaries are not based on bus stops. Boundaries are based on exact physical addresses.

The only exceptions are:

1. Special education placement
2. A note from a licensed psychiatrist. The note must include the diagnosis of the student's condition, a description of the treatment plan, and the signature of the psychiatrist, not a stamped signature. It then must be submitted to the office of Administration and Student Services for approval. Since the goal is to rehabilitate the student so that they can return to his/her home school, the student's treatment and progress must be monitored by an appropriately licensed psychiatrist and submitted to the office of Administration and Student Services each school year.

If a student is attending an incorrect school building, either by an error made by the parent/guardian or school district personnel, it will be rectified immediately, and the student will be required to attend his/her correct school building based on the physical address of the student.



**PERSONNEL COMMITTEE**

**Rev. Shawn Walker, Chairperson**

TO: The President and Members of the Wilkes-Barre Area School Board

The Personnel Committee respectfully submits the following report and recommendations.

All appointments are made pending the receipt of PDE required clearances, certifications, and any applicable pre-employment drug test.

**A. Act 93**

1. That **Jeff Labatch** be appointed as an Acting 12 Month Human Resource Generalist at his current salary.

**B. Secretaries & Teachers' Associates**

1. That the retirement of **Sharon Williams** be accepted effective December 31, 2020 and the three month notice requirement in the Early Retirement section of the Collective Bargaining Agreement be waived.
2. That the retirement of **Sandra Zbierski** be accepted effective December 23, 2020 and the three month notice requirement in the Early Retirement section of the Collective Bargaining Agreement be waived.
3. That the retirement of **Catherine McGroarty** be accepted effective the last day of the 2020/21 school year.

**C. Athletics**

1. The following appointments are made for the sport season and will be continued on a season to season basis unless, the post is declared vacant by the Board of School Directors. All appointments are effective upon all PDE required clearances and documents being submitted.

Wrestling	Junior High Assistant Coach	_____
Girls Basketball	Junior High Head Coach	_____

2. That the resignation of **Joshua Wasielewski** as Wrestling's Junior High Half Pay Assistant Coach be accepted effective November 19, 2020.

\_\_\_\_\_  
Rev. Shawn Walker, Chairperson



## RESOLUTION #1

**BE IT RESOLVED** that the Board hereby authorizes the District Human Resource Director, to review and approve upon submission, “special sick days” as outlined under the Memorandum of Understanding, between the District and Association, for the Reopening of School During the COVID Pandemic, if qualifying reasons for leave related to COVID-19 are met.

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Therese Schiowitz

Wilkes-Barre, PA  
December 7, 2020

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