

FINANCIAL EXHIBITS

AUGUST 15, 2022

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - PNC BANK GENERAL FD Payment Dates: 07/01/2022 - 08/10/2022

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000002533	07/20/2022	Frontier	July 7 Monthly Invoice	July 11 Monthly Invoice	1,660.42
0000002534	07/20/2022	Hanover Twp Sewer Fee	219 ST MARY ROAD - Third Quarter 2022	128 Main Road - Third Quarter 2022	189.14
0000002535	07/20/2022	Penteledata	July 10 Monthly Invoice		822.39
0000002536	07/20/2022	UGI Utilities Inc.	ALL ST HPS SL	0 1st Colley St HPS Light	891.57
0000025304	07/01/2022	HAB-DLT (ER)	Wage Attach-18, 19, 20 & 21 WB Twp per Capita Tax		5.50
0000025305	07/01/2022	Corner Post	DED: CRE1 - Full Payroll Pay Date: 7/1/2022		5,011.00
0000025306	07/01/2022	DEHEY MCANDREW LLC	DED: MFSA - Full Payroll Pay Date: 7/1/2022	DED: DEPC - Full Payroll Pay Date: 7/1/2022	1,974.00
0000025307	07/01/2022	DeHey McAndrew LLC	DED: KADS - Full Payroll Pay Date: 7/1/2022	DED: FRNK - Full Payroll Pay Date: 7/1/2022	6,206.41
0000025308	07/01/2022	PA College Savings Program 529	DED: 529A - Full Payroll Pay Date: 7/1/2022		200.00
0000025309	07/01/2022	Hanover Area Faculty	DED: SCHL - Full Payroll Pay Date: 7/1/2022		184.59
0000025310	07/01/2022	CM Regent LLC	July 2022 Premium	July 2022 (LTD) Premium	1,717.63
0000025311	07/01/2022	Hanover Area Ed Association	DED: PSEA - Full Payroll Pay Date: 7/1/2022		4,269.98
0000025312	07/01/2022	United Way of Wyoming Valley	DED: UWAY - Full Payroll Pay Date: 7/1/2022		47.00
0000025313	07/06/2022	MLB INFORMATION SERVICES LLC	PIMS Consultant (June 22)		1,500.00 #
0000025314	07/06/2022	NEW YORK LIFE	July 2022 Premium		3,502.01
0000025315	07/07/2022	PP&L	July 2022		1,449.63
0000025316	07/07/2022	UGI Utilities Inc.	July 2022		1,479.52
0000025317	07/07/2022	UGI Energy Services Inc.	HASD102 HIGH SCHOOL	HASD103 1ST & COLLEY ST	9,996.37
0000025318	07/07/2022	United Parcel Service	Weekly Service Charge		36.00

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0000025319	07/13/2022	Dehey McAndrew	Mar & Apr-403(b) Common Remitter		222.60 #
0000025320	07/13/2022	MARGARET DURKIN	Consultant (June 22)		432.00 #
0000025321	07/13/2022	KELLY SERVICES INC	PreK TA - Week Ending 05/22/22	PreK - Week Ending 05/29/22	8,903.87 #
0000025322	07/13/2022	Corner Post	DED: CRE1 - Full Payroll Pay Date: 7/15/2022		5,011.00
0000025323	07/13/2022	DEHEY MCANDREW LLC	DED: MFSA - Full Payroll Pay Date: 7/15/2022	DED: DEPC - Full Payroll Pay Date: 7/15/2022	1,974.00
0000025324	07/13/2022	DeHey McAndrew LLC	DED: KADS - Full Payroll Pay Date: 7/15/2022	DED: FRNK - Full Payroll Pay Date: 7/15/2022	6,506.41
0000025325	07/13/2022	PA College Savings Program 529	DED: 529A - Full Payroll Pay Date: 7/15/2022		200.00
0000025326	07/13/2022	Hanover Area Faculty	DED: SCHL - Full Payroll Pay Date: 7/15/2022		193.59
0000025327	07/13/2022	Hanover Area Ed Association	DED: PSEA - Full Payroll Pay Date: 7/15/2022		4,366.43
0000025328	07/13/2022	United Way of Wyoming Valley	DED: UWAY - Full Payroll Pay Date: 7/15/2022		47.00
0000025329	07/14/2022	HAB-LST	2nd QTR 2022 - LST Tax		2,632.00
0000025330	07/19/2022	Pennsylvania-American	219 W St Mary's Rd FS - July 7 Statement	10 1st Street FS - July 7 Statement	334.29
0000025331	07/19/2022	United Parcel Service	July 2 Weekly Service Charge	July 9 Weekly Service Charge	72.00
0000025332	07/19/2022	WVSA	128 Main Street Quarterly Dues	Lee Park Elementary Quarterly Dues	2,473.12
0000025337	07/26/2022	Krasavage Construction Inc.	Modular work (install sewer and water lines)		11,500.00 #
0000025338	07/28/2022	Pennsylvania-American	1600 Sans Souci PKWY - July 14 Statement	219 W St Mary's Rd FS - July 14 Statement	4,563.25
0000025339	07/28/2022	UGI Utilities Inc.	Sans Souci HWY - Billing period 6/1/2022 to 6/30/2022	BL2 Main Rd - Billing period 6/16/2022 to 7/15/2022	4,701.75
0000025340	07/28/2022	UGI Energy Services Inc.	HASD102 HIGH SCHOOL - June 2022	HASD104 ST MARY'S ROAD - July 2022	13,261.53

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0000025341	07/28/2022	United Parcel Service	Weekly Service Charge - Also missed payment from 4/9/2022		72.00
0000025342	07/28/2022	MLB INFORMATION SERVICES LLC	PIMS Consultant (July 22)		1,500.00
0000025343	07/28/2022	HAB-DLT (ER)	2020 WB SD *Per Capita Tax		54.00
0000025344	07/28/2022	Corner Post	DED: CRE1 - Full Payroll Pay Date: 7/29/2022		5,011.00
0000025345	07/28/2022	DEHEY MCANDREW LLC	DED: MFSA - Full Payroll Pay Date: 7/29/2022	DED: DEPC - Full Payroll Pay Date: 7/29/2022	1,974.00
0000025346	07/28/2022	DeHey McAndrew LLC	DED: KADS - Full Payroll Pay Date: 7/29/2022	DED: FRNK - Full Payroll Pay Date: 7/29/2022	6,127.24
0000025347	07/28/2022	PA College Savings Program 529	DED: 529A - Full Payroll Pay Date: 7/29/2022		200.00
0000025348	07/28/2022	Hanover Area Faculty	DED: SCHL - Full Payroll Pay Date: 7/29/2022		181.59
0000025349	07/28/2022	PSBA INSURANCE TRUST	Unemployment Claims 4th Qtr 21-22		2,007.33
0000025350	07/28/2022	AFLAC	July 22 Premium		2,032.77
0000025351	07/28/2022	CM Regent LLC	August 22 Premium	Aug 22 (LTD) Premium	1,727.24
0000025352	07/28/2022	Hanover Area Ed Association	DED: PSEA - Full Payroll Pay Date: 7/29/2022		4,237.83
0000025353	07/28/2022	United Way of Wyoming Valley	DED: UWAY - Full Payroll Pay Date: 7/29/2022		47.00
0000025354	08/03/2022	PP&L	91 Lee Park Ave - Usage from 6/27 to 7/28	Corner Lee Park & Oxfo - Usage from 6/27 to 7/27	1,327.63
0000025355	08/03/2022	UGI Utilities Inc.	1600 Sans Souci PKWY - Billing Period 6/25 to 7/26	1600 Sans Souci PKWY - Billing Period 6/28 to 7/27	1,291.99
0000025356	08/03/2022	United Parcel Service	Weekly Service Charge - 7/23		36.00

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Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards
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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000025357	08/11/2022	AMAZON CAPITAL SERVICES INC	Industrial Arts 2022-2023	Amazon Order	5,564.69
0000025358	08/11/2022	APPERSON	Principals Office 2022-2023		392.16
0000025359	08/11/2022	APPLE TREE EDUCATIONAL ASSOCIATES	Bilingual Evaluation		1,800.00 #
0000025360	08/11/2022	Bearing & Drives	Bearings for dust collector in HS shop		1,233.14
0000025361	08/11/2022	Beach Lake Sprinkler	Inspection of fire system at Lee Park	Inspection of fire system at Memorial	650.00
0000025362	08/11/2022	Best Plumbing Specialties Inc.	Toilet gaskets for schools		46.37
0000025363	08/11/2022	Biros Utilities Inc.	Soccer field Job Johnny's	Baseball field Job Johnny's	425.00
0000025364	08/11/2022	RPS Bollinger	Student Accident Insurance Coverage		28,320.00
0000025365	08/11/2022	Borton Lawson Engineering Inc.	Bidding Services for Modular Renovations	Construction Documents Invoice 2021-5095-002-0000004 Modular	4,477.76 #
0000025366	08/11/2022	Bradford Area School District	Tuition for student		3,990.50
0000025367	08/11/2022	BSN Sports	Tennis	Soccer Goal Clips -100	794.30
0000025368	08/11/2022	Bucks County Intermediate Unit #22	Tuition for student		8,211.80 #
0000025369	08/11/2022	Builders' Supply Co.	Supplies for HG curb repair		54.10
0000025370	08/11/2022	BUTTON OIL COMPANY	Gasoline		5,463.22 #
0000025371	08/11/2022	C.A.I.U. #15	Tuition for student		1,806.23 #
0000025372	08/11/2022	JOSEPH CAPUTO	July Services		5,000.00
0000025373	08/11/2022	Cavanaugh Electrical	Large 208 panel tripped		84.60
0000025374	08/11/2022	Chester County Intermediate Unit	Tuition for student attending out of the district	Eval Report	8,781.63 #
0000025375	08/11/2022	CENTURY SECURITY SERVICES INC	Security	School monitoring lunch room	4,485.00
0000025376	08/11/2022	Champion Builders Inc	Modular Project	Champion Builders Modular work completed to date AIA#1.	52,328.70
0000025377	08/11/2022	Children's Service Center	Tuition for students attending out of the district	Tuition for students	20,992.25 #

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HANOVER AREA SCHOOL DISTRICT

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0000025378	08/11/2022	Cintas Corporation	Mops and carpets for district schools		1,623.10 #
0000025379	08/11/2022	Citizen's Voice	July 2022 Meeting Notice	Newspaper Legal Notice August 2022 meeting	120.46
0000025380	08/11/2022	CIT	Sharp Copier Lease		5,330.72
0000025381	08/11/2022	C-K Alarm Systems	District school alarm monitoring		549.00
0000025382	08/11/2022	CM Regent LLC	COBRA/Collection Invoice		186.00
0000025383	08/11/2022	Stephanie Colarusso	Artist in residence Lee Park		4,000.00 #
0000025384	08/11/2022	CONTRAST COMMUNICATIONS	Phone changes throughout district		320.00
0000025385	08/11/2022	COOPER ELECTRIC	Spoot of wire		9.13
0000025386	08/11/2022	Dailey Resources Ltd.	Oxygen		59.50 #
0000025387	08/11/2022	District Two Athletic	D2 Dues		100.00
0000025388	08/11/2022	Educ8Every1 LLC	Consultation ESL Staff		948.75 #
0000025389	08/11/2022	Ehrlich	Pest control contract 7/6/22		317.00
0000025390	08/11/2022	Elliott Greenleaf & Dean	Professional Services		3,880.50 #
0000025391	08/11/2022	EMC2 Learning LLC	Science Dept 2022-2023		139.00
0000025392	08/11/2022	E Plus Technology Of PA	wireless access points	firewall	162,031.70
0000025393	08/11/2022	Eastern Conference	Dues		100.00
0000025394	08/11/2022	Fitness Headquarters	Maintenance		760.00
0000025395	08/11/2022	Follett School Solutions	Library 2022-2023		2,008.20
0000025396	08/11/2022	Frank P. Crossin Agency Inc.	School District Insurance	Workers' Comp Insurance	176,376.00
0000025397	08/11/2022	GNE FINANCE	Athletic Training Services - June 2022		3,946.83 #
0000025398	08/11/2022	Glen Summit Springs	Elementary Schools Water Cooler and Water	Business Office Water	241.35 #
0000025399	08/11/2022	Hempfield School District	Tuition for students attending out of the district		4,408.89 #

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0000025400	08/11/2022	BERNADETTE HESS	Mileage Reimbursement		1,160.64 #
0000025401	08/11/2022	THE HORSHAM CLINIC	Tuition for student		1,080.00 #
0000025402	08/11/2022	HSLC/Access PA	Library 2022-2023		590.00
0000025403	08/11/2022	Hudl	Hudl Order		900.00
0000025404	08/11/2022	Infinity Grafix	Supplies for Guidance Office		507.50 #
0000025405	08/11/2022	Jay's Business Systems	Contract Charges		4,219.78
0000025406	08/11/2022	JNK HYDROTEST & EXTINGUISHER	Updated fire extinguishers at HS	updated fire extinguishers at Lyndwood	1,759.25
0000025407	08/11/2022	JOYCE CARMODY & MORAN P.C.	Professional Services - Expulsion Hearing		1,540.50 #
0000025408	08/11/2022	Kelvin	Industrial Arts 2022-2023		179.40
0000025409	08/11/2022	KEYSTONE VALLEY TRANSPORTATION LLC	June & July Transportation		10,732.35
0000025410	08/11/2022	KidsPeace Childrens Hospital	Tuition for student		640.00 #
0000025411	08/11/2022	King Spry Herman Freund & Faul	Special Ed Consulting		1,088.00 #
0000025412	08/11/2022	Lisa Kitchen	Zoom Subscription & Standard Pro Annual Payment	TIMS Emergency Permit	449.69
0000025413	08/11/2022	Konopinski Inc.	Carb repair of ExMark mower 60"	Parts for ExMark mowers	816.25
0000025414	08/11/2022	Lowe's Home Center Inc	Lee Park handicapped bathroom grab bars		105.57
0000025415	08/11/2022	Main Hardware	Hardware supplies		149.28
0000025416	08/11/2022	Law Office of Mark W. Bufalino	Professional Services - July 2022		4,017.00
0000025417	08/11/2022	Mesko Glass	Replaced door #55 at Lyndwood		270.00
0000025418	08/11/2022	NEPA-SD Health Trust	Medical	Dental	295,706.23
0000025419	08/11/2022	NHS/NASSP	Junior Honor Society	Senior Honor Society	770.00
0000025420	08/11/2022	NRG Controls North	NRG Controls contract for HVAC system		7,950.00

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0000025421	08/11/2022	Pennsylvania Paper & Supply Co	Wax for floors - all schools	Carpet shampoo	614.08
0000025422	08/11/2022	PA Department of Agriculture	Pesticide License Fee		10.00
0000025423	08/11/2022	PIAA	Dues	Tennis Co-Op	926.50
0000025424	08/11/2022	Pitney Bowes	Lease Payment		795.00
0000025425	08/11/2022	PLD Associates	Repair of hot water heater at stadium		792.18
0000025426	08/11/2022	Prestwick House	ELA Department 2022-2023		1,236.14
0000025427	08/11/2022	Pennsylvania Principals Association	Principal Membership		1,815.00
0000025428	08/11/2022	PSBA	BUCS Comprehensive Admin Fee		8,738.00
0000025429	08/11/2022	Pugliese Finnegan Shaffer & Ferentino LLC	Professional Services		1,267.50 #
0000025430	08/11/2022	RAPTOR TECHNOLOGIES	Raptor School Safety		6,574.00
0000025431	08/11/2022	RELIABLE TRANSPORTATION	June & July Transportation		7,629.61
0000025432	08/11/2022	R.E.M. Graduating Services,LLC	Additional Grad supplies		280.00
0000025433	08/11/2022	Melissa Richardson	Mileage Reimbursement		46.80
0000025434	08/11/2022	Ron's Service Station LLC	Ground van brake repair		196.82
0000025435	08/11/2022	Securly, INC	web filters		90,065.70
0000025436	08/11/2022	Sherwin Williams Company	Paint for Mrs. Mantione's office	Paint for nurses office	163.19
0000025437	08/11/2022	Wendy Smith	Reimbursement for items ordered to use with new laptop		44.50
0000025438	08/11/2022	SPECIALIZED EDUCATION OF PENNSYLVANIA INC.	Tuition and related services for students attending out of the district		224,272.50 #
0000025439	08/11/2022	Sportman's	Football Order	Equipment Order	16,042.80
0000025440	08/11/2022	TK ELEVATOR CORPORATION	HS & MEM elevators		431.72
0000025441	08/11/2022	Torbik Safe & Lock Inc.	New HS locker keys	Keys for Lyndwood	95.54
0000025442	08/11/2022	Valley Power Equipment	Repair of pressure washer	String & oil for weed whackers	771.09

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0000025443	08/11/2022	Verizon Cabs	HS phone bill	District phone bill	4,734.32
0000025444	08/11/2022	Verizon Wireless	Admin cell phones		670.00
0000025445	08/11/2022	Waste Reduction Recycling & Transfer Inc.	June garbage bills		3,017.11 #
0000025446	08/11/2022	Western PA School	ESY June 2022		2,000.00 #
0000025447	08/11/2022	Wilkes-Barre Area Career Cent	2022-2023 Membership Payment - August	2021-2022 ACCESS - Spec. Ed. Aides	74,147.66
0000025448	08/11/2022	WVADS Inc	School Based Prevention		120.00 #
0000025449	08/11/2022	Wyoming Valley West School	Tuition for student attending out of the district		6,308.05 #
0000025450	08/11/2022	Wyoming Valley Athletic	WV Athletic Council Dues		125.00
0000025451	08/11/2022	Wyoming Valley Athletic	AD Dues		125.00
0000025452	08/11/2022	Wyoming Valley Football	Football Dues		300.00
0000025453	08/11/2022	Wyoming Valley Golf Association	Golf Dues		175.00
0000025454	08/11/2022	Wyoming Valley Soccer Boys	Soccer Boys	Jr High Dues	275.00
0000025455	08/11/2022	Wyoming Valley Soccer Girls	Girl Soccer Dues		150.00
0000025456	08/11/2022	Wyoming Valley Volleyball	Volleyball Dues		300.00
0000025457	08/11/2022	Yanora Enterprises	Backflo testing of all schools		2,530.00
0000025458	08/11/2022	NEPA-SD Health Trust	Medical	Dental	291,421.67

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**INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND AMONG
ASHLEY BOROUGH, HANOVER TOWNSHIP, THE CITY OF NANTICOKE, NEWPORT TOWNSHIP,
PLYMOUTH TOWNSHIP, THE CITY OF WILKES-BARRE, THE MUNICIPALITY OF KINGSTON, AND THE
HANOVER AREA SCHOOL DISTRICT, PARTIES IN LUZERNE COUNTY, PENNSYLVANIA**

This Intergovernmental Cooperation Agreement ("Agreement"), dated _____, 2022 is entered into by and among the following Parties for the purposes of (i) establishing, creating, organizing, operating, and participating in the Lower South Valley Land Bank, (hereinafter "Land Bank"), a separate legal entity and public body corporate and politic, and (ii) for implementing this Agreement as set forth herein. The ordinances authorizing the Parties to take these actions are attached hereto and incorporated by reference herein and marked collectively as Exhibit "A."

1. Ashley Borough pursuant to Ordinance No. ____ (2022) of Ashley Borough;
2. Hanover Township pursuant to Ordinance No. ____ (2022) of Hanover Township;
3. The City of Nanticoke pursuant to Ordinance No. ____ (2022) of the City of Nanticoke;
4. Newport Township pursuant to Ordinance No. ____ (2022) of Newport Township;
5. Plymouth Township pursuant to Ordinance No. ____ (2022) of Plymouth Township;
6. The City of Wilkes-Barre pursuant to Ordinance No. ____ (2022) of the City of Wilkes-Barre;
7. The Municipality of Kingston pursuant to Ordinance No. ____ (2022) of the Municipality of Kingston;
8. Hanover Area School District pursuant to School Board approval on _____, 2022; and (collectively known hereinafter as the "Parties").

WHEREAS, the Parties have joined to create stronger communities and to deal with blighted, vacant, abandoned, or tax delinquent properties in their jurisdictions; and

WHEREAS, the Parties wish to obtain the aid of and encourage the Land Bank in obtaining blighted, vacant, abandoned, or tax delinquent properties in the Land Bank jurisdiction, maintaining them, and attempting to restore them to productive use; and

WHEREAS, this Agreement is made and entered into in accordance with the provisions of Act 153 of 2012, enacted by the Pennsylvania General Assembly and signed into law by the Governor on October 24, 2012, and codified at 68 Pa.C.S. § 2101 *et seq.*, known as the "Land Banks Act;" and

WHEREAS, the Parties are empowered by the Land Banks Act to participate in the creation and administration of a land bank; and

WHEREAS, the Parties, with awareness of the cost of blighted, vacant, abandoned, or tax delinquent properties to their respective communities, are desirous of joining together to address blighted, vacant, abandoned, or tax delinquent properties and to transition these properties to beneficial reuse using a unified, predictable, and transparent process in order to revitalize neighborhoods and strengthen their respective tax bases; and

WHEREAS, the Parties desire to join in the creation of the Lower South Valley Land Bank, a public body corporate and politic within the Commonwealth of Pennsylvania, with the legal authority to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act;

Rev 7/1/22

NOW, THEREFORE, the Parties, in their mutual desire to work together in dealing with blighted, vacant, abandoned, or tax delinquent properties, and based upon the mutual agreements herein contained, for good and valuable consideration, agree as follows:

Section 1. Preamble.

The preamble hereto is incorporated herein.

Section 2. Definitions.

The following terms used in this Agreement shall have the meanings set forth below:

“Act” means the Land Banks Law, Act 153 of 2012, codified at Title 68 Pa.C.S. § 2101 *et seq.* and any successor law.

“Agreement” means this Intergovernmental Cooperation Agreement.

“Board” means the Board of Directors of the Lower South Valley Land Bank.

“Bylaws” means the bylaws adopted by the Board.

“Fiscal Year” means the fiscal year of the Land Bank, which shall begin on January 1st of each year and end on December 31st of the same year. The first fiscal year may not be a full calendar year.

“Land Bank Jurisdiction” means the jurisdictional boundaries of the municipalities that are Land Bank Members.

“Land Bank Members” mean the Parties that are a signatory to this Agreement, inclusive of any municipality opting in after the establishment and formation of the Land Bank.

“Municipality” or “Municipalities” means any county, city, town, borough, township, home rule municipality, or school district in Luzerne County, including those signatory to this Agreement.

“Owner-occupant” means a natural person with a legal or equitable ownership interest in residential property which was the primary residence of the person for at least three consecutive months at any point in the year preceding the date of initial delinquency as defined in the Land Banks Act.

“Party” or “Parties” means either individually or collectively, as applicable, any municipality that is a signatory to this Agreement and any municipality opting in after the establishment and formation of the Land Bank.

“Policy” or “Policies” means the policies, procedures, rules and/or regulations adopted by the Board.

“Public Officer” means an individual who is elected to a municipal office.

“Real Property” means land and all structures and fixtures thereon and all estates and interests in land, including easements, covenants, and leaseholders as defined in the Land Banks Act.

Section 3. Purpose.

Section 3.1. Purpose.

The purpose of this Agreement is to create and empower the Lower South Valley Land Bank (the "Land Bank") to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act.

Section 3.2. Programs and Functions.

The Land Bank shall endeavor to carry out the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act consistent with this Agreement, including, but not limited to, the power, privilege, and authority to acquire, manage, and dispose of interests in real property, and to do all other things necessary or convenient to implement the purposes, objectives, and provisions of the Land Banks Act and the purposes, objectives, and powers delegated to a land bank under other laws or executive orders.

Section 4. Creation of Land Bank.

Section 4.1. Creation and Legal Status of Land Bank.

The Parties do hereby create and establish the Lower South Valley Land Bank as a separate legal entity and a public body corporate and politic. The Lower South Valley Land Bank is created and established for the purposes of acting as a land bank under the Land Banks Act and implementing and administering this Agreement. The Land Bank shall exist until such time as it is terminated and dissolved in accordance with Section 11 of this Agreement.

Section 4.2. Bylaws and Policies.

The Land Bank Board of Directors shall adopt Bylaws and Policies consistent with the provisions of this Agreement and the Land Banks Act.

Section 4.3. Tax Exemption.

The Parties acknowledge and agree that the real property of the Land Bank and its income and operations shall have a limited exemption from state and local tax pursuant to Section 2109 of the Land Banks Act.

Section 4.4. Compliance with Law.

The Land Bank shall comply with all federal, state, and local laws, rules, regulations, and orders applicable to this Agreement.

Section 4.5. Additional Parties to Agreement.

After the establishment and formation of the Land Bank, municipalities located within Luzerne County may opt-in to the Land Bank and become a signatory to this Agreement according to the procedures set forth in the Bylaws.

Section 5. Organization and Governance.

Section 5.1. Initial Board.

- A. Upon execution of this Agreement, an Initial Board of Directors shall be constituted for the exclusive and limited purpose of compliance with Section 2104(a)(3) of the Act that requires this Agreement to specify the names of individuals to serve as initial members of the Board.

- B. The Initial Board shall have no power or authority to adopt governing documents like the Bylaws or Policies. The Initial Board of the Lower South Valley Land Bank shall consist of the following Members:

Carl Byra appointed by Ashley Borough Council;
 Samuel T. Guesto, Jr. appointed by Hanover Township Board of Supervisors;
 Donna Wall appointed by the City of Nanticoke City Council;
 Joseph Hillan appointed by Newport Township Board of Supervisors;
 Gail Conrad appointed by Plymouth Township Board of Supervisors;
 David G. Wilson appointed by the City of Wilkes-Barre;
 Paul Keating appointed by the Municipality of Kingston;
 Rick Oravic appointed by Hanover Area School District; and
 Ronald Jones appointed by Newport Township Board of Supervisors.

- C. All Initial Board Members are appointed for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Board described herein.

Section 5.2. Board of Directors.

- A. The Initial Board shall be replaced by the Board of Directors (the "Board") of the Land Bank.
- B. The Board shall be comprised of nine (9) members.
- C. Ashley Borough, Hanover Township, the City of Nanticoke, Newport Township, Plymouth Township, the City of Wilkes-Barre, the Municipality of Kingston, and the Hanover Area School District (the "Parties") shall each appoint one member.
 - 1. The members of the Board shall be appointed by their governing bodies pursuant to each Governing Code. Each Board member shall serve the following staggered terms:
 - a. Ashley Borough three (3) years
 - b. Hanover Township three (3) years
 - c. City of Nanticoke three (3) years
 - d. Newport Township two (2) years
 - e. Plymouth Township two (2) years
 - f. City of Wilkes-Barre two (2) years
 - g. Municipality of Kingston one (1) year
 - h. Hanover Area School District one (1) year
 - i. Thereafter, each term shall be for a three (3) year period.
- D. The remaining Board member shall be appointed by the eight (8) other members of the Board. In the event of a tie vote the Executive Director, or in the absence of an Executive Director, the Board Chair, shall be the deciding/tie breaking vote. The Board member shall serve for a three (3) year period.
- E. At least one Board member shall be (1) a resident of the land bank jurisdiction; (2) is not a public officer or municipal employee; and, (3) maintains membership with a recognized civic organization within the Land Bank Jurisdiction.

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- F. Members of the Board shall include individuals with expertise in relevant areas, including but not limited to planning, real estate development, open space, and architecture. All board members shall live in the Land Bank Jurisdiction unless the board member is a public officer or employee of a member municipality.
- G. The Board of Directors shall have the authority to modify the size of the Board as warranted consistent with the Bylaws adopted by the Board.

Section 5.3. Officers.

The members of the Board shall select annually from among their members a chair, vice chair, secretary, treasurer, and other officers as the Board determines.

Section 5.4. Vacancies and Re-appointments.

A vacancy on the Board shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy or re-appointment shall be filled as soon as practicable. In the event a board member's term expires, the board member may continue to serve until re-appointment or until the seat is filled by a new appointment.

Section 5.5. Removal.

Board members serve at the pleasure of their appointing entity and may be removed by the appointing entity at any time with or without cause or may be removed pursuant to any other provision of Pennsylvania law or the Bylaws.

Section 5.6. Compensation.

The members of the Board shall receive no compensation for the performance of their duties. The Land Bank may reimburse members of the Board for actual and necessary expenses incurred in the discharge of their official duties on behalf of the Land Bank.

Section 5.7. Meetings.

The Board shall meet in regular session according to a schedule adopted by the Board and in special session as convened by the Chair, or upon written notice signed by a majority of the members pursuant to Section 2105(g) of the Land Banks Act.

Section 5.8. Quorum.

A majority of the Board, excluding vacancies, constitutes a quorum. Physical presence is required under this paragraph. Physical presence means that members may only attend and participate in meetings of the Board by being physically present. A Board Member that participates via telephone or other electronic communication method must be able to be heard by everyone present, including the public. Additionally, the Board Member must be able to hear all the deliberations of the Board and comments of the public during the meeting. Board members who participate for the entire meeting via telephone or other electronic communication method constitutes the member being physically present at the meeting.

Section 5.9. Voting.

- A. Except as otherwise specified, pursuant to Section 2105(h) of the Land Banks Act, all actions of the Board shall be approved by the affirmative vote of a majority of the board present and voting; provided, however, that action of the Board on the following matters must be approved by a majority of the entire Board membership:
 - 1. Adoption of bylaws and policies, including the rules required by Section 2105(d), for the

- conduct of the Land Bank's business;
2. Hiring or firing of any employee of the Land Bank;
 3. Hiring or firing of any contractor of the Land Bank provided, however, that this function may, by majority vote of the total Board membership, be delegated to a specific officer of the Board or committee or staff of the Land Bank, under such terms and conditions and to the extent that the Board may specify;
 4. Incurring of debt;
 5. Adoption or amendment of the annual budget;
 6. Sale, lease, encumbrance, or alienation of real property, improvements, or personal property in excess of \$25,000; and
 7. Discharge and extinguishment of liens or claims for real estate taxes to one or more of the parties of real property acquired by the Land Bank.

- B. A member of the Board may not vote by proxy. A member of the Board may request a recorded vote on any resolution of action of the Board.

Section 5.10. Resident Input.

All Board meetings shall be open to the public and the Board shall allow for public comment.

Section 5.11. Fiduciary Duty.

Each Board member shall have a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets, and shall discharge his or her duty in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 5.12. Staff.

The Land Bank may employ or enter into a contract for an executive director, counsel and legal staff, technical experts, and other individuals and may determine the qualifications and fix the compensation and benefits of those employees.

Section 6. Powers of the Land Bank.

Section 6.1. General Powers.

The Land Bank may exercise all of the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act to the extent authorized by the Land Banks Act and any other applicable law.

Section 6.2. Eminent Domain Prohibited.

The Land Bank shall neither possess nor exercise the power of eminent domain.

Section 6.3. Acquisition of Real Property.

- A. Except as otherwise provided in this Agreement or under the Land Banks Act, the Land Bank may acquire by gift, devise, transfer, exchange, foreclosure, purchase or otherwise, real property or personal property, or rights or interests in real property or personal property, by any means on terms and conditions and in a manner the Board considers is in the best interest of the Land Bank.
- B. The Land Bank may acquire real property from municipalities by purchase contracts, lease

purchase agreements, installment sales contracts, and land contracts and may accept transfers from municipalities upon terms and conditions as agreed to by the Land Bank and the municipality.

- C. A municipality may transfer to the Land Bank real property and interests in real property of the municipality on terms and conditions and according to procedures acceptable to the municipality and the Land Bank, as long as the real property is located within the Land Bank Jurisdiction.
- D. The Land Bank may bid on and acquire title to real property in judicial and non-judicial tax enforcement proceedings in accordance with Section 2117(c) or Section 2117(d) of the Land Banks Act, or such other general, special, or local laws as may be applicable to the property tax or municipal claim enforcement procedures of the Land Bank Members.

Section 6.4. Title to be Held in its Name.

The Land Bank shall hold in its own name all real property that it acquires.

Section 6.5. Limitations on Acquisition of Real Property.

The Land Bank may not own or hold real property located outside the Land Bank Jurisdiction, unless the real property was acquired by the Land Bank while the municipality, within which the real property is located, was a Member of the Land Bank.

Section 6.6. Tax Claim Bureau Repository Properties.

The Luzerne County Tax Claim Bureau may transfer to the Land Bank real property of the county held by the Tax Claim Bureau in a repository for unsold property.

Section 6.7. Donation of Tax Delinquent Properties.

The Land Bank may accept donations of real property in accordance with Section 2109(h) of the Land Banks Act entitled "Acquisition of Tax Delinquent Properties" and extinguish delinquent claims for taxes owed to the Parties.

Section 6.8. Discharge of Tax Claims, Tax Liens, or Municipal Claims.

A. Municipalities.

- 1. The Municipalities, except for the school districts, authorize the discharge and extinguishment of tax liens and municipal claims owed to the municipalities that encumber real property owned by the Land Bank by resolution of the Board subject to the voting requirements of Section 5.9. of this Agreement, the acquisition requirements of Section 6.3. of this Agreement, and in accordance with Section 2117(a)(1) of the Land Banks Act.
- 2. No later than the earlier of ten (10) days prior to the conveyance of the real property or within thirty (30) days after the discharge, the Land Bank shall file evidence of the extinguishment and discharge of tax liens or municipal claims with the Luzerne County Tax Claim Bureau, including copies of the resolution by the Board, any intergovernmental cooperation agreements, receipt of payment, or other necessary and appropriate documentation.
- 3. To the extent that the Land Bank receives payments attributable to a lien or claim for real property taxes owed to a municipality or school district on property acquired by the Land

Bank, the Land Bank shall remit the full amount of the payments to the municipality or school district.

4. For the duration of the time real property is held by the Land Bank, the Municipalities authorize the abatement of all real estate taxes, water, sewer, and other charges under their jurisdiction.

B. School District.

1. The School Districts that are a Party to this ICA agree to consider the discharge of a lien or claim to property the Land Bank plans to acquire or already has acquired in accordance with Section 2117 (a) (2) of the Land Banks Act.
2. The Land Bank shall submit in writing to the School Board a request to discharge a lien or claim owed to the School District. The School Board shall determine whether or not to discharge the lien or claim within 60 days of receipt of the request. The School Board shall forward their decision in writing to the Land Bank within five (5) days of the decision.
3. No later than the earlier of ten (10) days prior to the conveyance of the real property or within thirty (30) days after the discharge, the Land Bank shall file evidence of the extinguishment and discharge of tax liens or claims with the Luzerne County Tax Claim Bureau, including copies of the resolution by the Board, any intergovernmental cooperation agreements, receipt of payment, or other necessary and appropriate documentation pursuant to Section 2117 (a) (3) of the Land Banks Act.
4. To the extent that the Land Bank receives payments attributable to a lien or claim for real property taxes owed to the School District on property acquired by the Land Bank, the Land Bank shall remit the full amount of the payments to the School District pursuant to Section 2117 (b) of the Land Banks Act.

Section 6.9. Quiet Title Actions.

The Land Bank may initiate a quiet title action to quiet title to interests in Land Bank real property in accordance with expedited quiet title proceedings set out in Section 2118 of the Land Banks Act and all other applicable laws.

Section 6.10. Execution of Legal Documents Relating to Real Property.

All deeds, mortgages, contracts, leases, purchases, or other contracts regarding real property of the Land Bank, including contracts to acquire or dispose of real property, shall be approved by the Board. The Board may designate an officer or staff person to sign contracts in the name of the Land Bank.

Section 6.11. Holding and Managing Real Property.

- A. The Land Bank may hold and own in its name any real property in the Land Bank Jurisdiction acquired by the Land Bank or transferred to the Land Bank by the State, municipality, an intergovernmental entity created under the laws of the State, or any other public or private person, including, but not limited to, real property with or without clear title. The Land Bank may control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent waste or deterioration, demolish, and take all other actions necessary to preserve the value of the real property it holds or owns. The Land Bank may take or perform actions with respect to real property held or owned by the Land Bank, including, but not limited to, the following:

1. Grant or acquire a license, easement, or option with respect to real property as the Land Bank determines is reasonably necessary to achieve the purposes of this

- Agreement and the Land Banks Act;
2. Fix, charge, and collect rents, fees, and charges for use of Land Bank real property or for services provided by the Land Bank;
 3. Take any action, provide any notice, or institute any proceeding required to clear or quiet title to real property held by the Land Bank in order to establish ownership by and vest title to real property in the Land Bank; and
 4. Remediate environmental contamination on any real property held by the Land Bank.
- B. The Municipalities are obligated to maintain the real property within their municipality, including site clean-up, vegetation control, cutting grass, and any other agreed-upon maintenance during the time the same is owned by the Land Bank. No representation can be or is made as to the time duration which it will take the Land Bank to return the real property which it acquires to a productive use.
- C. Prior to transfer of a real property by the Land Bank for lease or sale, the Municipalities agree that within their jurisdiction each will inspect the same, without cost to the Land Bank, and supply the Land Bank with a written inspection report. The report will indicate whether the property is in compliance with the building, housing, property maintenance, and other applicable codes, rules, regulations, and ordinances of each municipality.

Section 6.12. Owner-Occupant Policies.

In the event the Land Bank acquires a residential real property that is the primary place of residence of an owner-occupant, it shall proceed in accordance with Section 2104 of the Land Banks Act and the Policies adopted by the Board. The Land Bank, if feasible, may offer to lease the premises to the prior owner-occupant at fair market value for a period not less than six months.

Section 6.13. Civil Action to Protect Land Bank Real Property.

The Land Bank may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any real property held by the Land Bank.

Section 6.14. Public Access to Inventory.

The Land Bank shall maintain and make available for public review and inspection an inventory of real property held by the Land Bank. The inventory shall be maintained as a public record.

Section 6.15. Transfer of Interests in Real Property by Land Bank.

Subject to the Policies of the Board, provisions of this Agreement, and the Land Banks Act and other applicable laws, the Land Bank may convey, exchange, sell, transfer, lease, grant, or mortgage interests in real property of the Land Bank to any public or private person on terms and conditions, in the form and by the method determined to be in the best interests of the Land Bank, and for an amount of consideration the Land Bank considers proper, fair, and reasonable including for no monetary consideration.

Section 6.16. Board Disposition Policies.

The Land Bank real property shall be conveyed in accordance with the Land Banks Act and according to criteria determined in the discretion of the Board and contained in the Policies adopted by the Board. The Parties understand that the Land Bank will attempt to return the real property to productive use, which may include a non-taxable use, such as transfer to a municipality, school district, or for a charitable purpose.

Section 6.17. Disposition of Proceeds.

Any proceeds from the sale or transfer of real property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Land Banks Act.

Section 7. Books, Records, and Finances.

Section 7.1. Land Bank Records.

The Land Bank shall keep and maintain all documents and records of the Land Bank in accordance with a record retention policy adopted by the Board consistent with the laws and regulations regarding record retention. The records of the Land Bank shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

Section 7.2. Financial Statements and Reports.

The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

Section 7.3. Annual Budget.

The Board, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall approve a budget for the Land Bank immediately preceding each fiscal year.

Section 8. Financing and Expenditures.

Section 8.1. Funding Land Bank Operations.

The Land Bank may receive funding through grants and loans from the Federal Government, the Commonwealth of Pennsylvania, Members of the Land Bank, and private sources. The Land Bank may receive and retain payments for services rendered, for rents and leasehold payments received, for consideration for disposition of real property and personal property, for proceeds of insurance coverage for losses incurred, for income from investments and assets, and activity lawfully permitted to the Land Bank pursuant to the Land Banks Act.

Section 8.2. Party Monetary Considerations.

- A. Parties shall pay \$3,000 to participate in this Agreement. The Land Bank may charge reasonable fees for future operating costs as approved by the Land Bank Board.
- B. Each Party shall take all necessary actions to remit fifty percent (50%) of the real estate tax principal collected on real property, within their taxing jurisdiction, disposed of by the Land Bank commencing with the first taxable year following the date of the Land Bank's disposition of the real property and continuing each year thereafter for a period of five (5) years. Payment by the Parties to the Land Bank shall be made no later than December 31st of the calendar year in which the taxes were first due and payable.

- C. The Land Bank shall provide written notice to any Party that fails to timely make the payment required in Paragraphs A and B of this Section 8.2. above. The written notice shall provide the Party with thirty (30) days to pay the amount due in full. Absent other arrangements agreed to by the Board, a Party's failure to make the payment within the time frame set forth in the written notice shall result in the Party's removal as a Land Bank Member beginning the first day of the month following the deadline set forth in the written notice required pursuant to this Section.
- D. If a Party fails to timely make the payment set forth in Paragraphs A and B of this Section 8.2. above, such Party shall be liable for the reimbursement of any attorney fees and other costs, fees, and expenses incurred by the Land Bank to collect the amounts due, in addition to the amounts required to be paid under Paragraphs A and B of this Section 8.2. above.

Section 8.3. Borrowing and Issuance of Bonds.

The Land Bank shall borrow and issue bonds to the extent authorized and pursuant to Section 2112 of the Land Banks Act, in accordance with its Bylaws, Policies, and all other applicable laws. Section 2112.(e) of the Land Banks Act shall not be permitted unless each member municipality's governing body approves the bond liability.

Section 8.4. Management of Funds.

The Land Bank's treasurer, or other individual designated by the Board, shall be designated the fiscal agent of the Land Bank's account established for the management of sales proceeds, monetary contributions made by the Parties, and other Land Bank funds. Standard accounting procedures shall be used in the management of the accounts.

Section 8.5. Authorized Expenditures.

The Land Bank shall in its sole discretion and within its budget expend such funds as necessary to carry out the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act consistent with this Agreement.

Section 8.6. Annual Audit and Report.

The Land Bank shall annually, within one hundred twenty (120) days after the end of the fiscal year, submit an audit of income and expenditures, together with a report of its activities for the preceding year, to the Pennsylvania Department of Community and Economic Development. A duplicate of the audit and the report shall be filed with the governing bodies of the Land Bank Jurisdiction which created the land bank and each political subdivision which opted to participate in the land bank pursuant to an intergovernmental agreement.

Section 9. Policies.

The Land Bank shall develop Policies consistent with the provisions of this Intergovernmental Cooperation Agreement and the Land Banks Law. The Land Bank Policies shall initially be adopted and thereafter reviewed at least every other year by the Land Bank Board. If the Land Bank has employees, the Land Bank shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

Section 10. Termination of Membership.

Any Party may withdraw their membership and terminate their Intergovernmental Cooperation Agreement by providing the land bank ninety (90) days written notice of its intent to withdraw. In the event of a withdrawal, all of the Party's obligations are terminated, except that the obligations for the

real property already obtained by the Land Bank in the jurisdiction, including, but not limited to, the post-Land Bank conveyance five-year allocation of one-half (1/2) of tax revenues to the Land Bank, shall continue. Unless terminated by mutual agreement, or as stated in this paragraph, this Agreement shall continue.

Section 11. Duration and Dissolution.

Section 11.1. Duration.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until such time as the Land Bank is terminated and dissolved. Any conflict arising out of the provision of this Agreement shall be addressed using the conflict resolution policy adopted by the Board.

Section 11.2. Dissolution of the Land Bank.

A Board resolution must be approved by two-thirds of the entire Board membership to dissolve the Land Bank pursuant to Section 2105(h)(3). Dissolution shall be pursuant to Section 2114 of the Land Banks Act.

Section 12. Miscellaneous.

Section 12.1. Filing.

The Land Bank shall file a copy of this Agreement with the Pennsylvania Department of Community and Economic Development and with the Pennsylvania Department of State and provide to the Parties the certificate of incorporation issued by the Secretary of the Commonwealth after receipt of this Agreement.

Section 12.2. Entire Agreement.

This Agreement sets forth the entire Agreement between the Parties and the Land Bank and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of the Agreement are not a mere recital and that there are no other agreements, understandings, or representations between the Parties and the Land Bank in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 12.3. Interpretation of Agreement.

The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Banks Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Banks Act. All powers granted to the Land Bank under this Agreement and the Land Banks Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 12.4. Severability of Provisions.

If any provision of this Agreement, or its application to any person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances are not affected but will be enforced to the extent permitted by law.

Section 12.5. Governing Law.

This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall in all respects be interpreted, enforced, and governed under the laws of the Commonwealth of Pennsylvania.

ATTEST:

ASHLEY BOROUGH
MUNICIPALITY

ATTEST:

HANOVER TOWNSHIP
MUNICIPALITY

ATTEST:

THE CITY OF NANTICOKE
MUNICIPALITY

ATTEST:

NEWPORT TOWNSHIP
MUNICIPALITY

ATTEST:

PLYMOUTH TOWNSHIP
MUNICIPALITY

ATTEST:

THE CITY OF WILKES-BARRE
MUNICIPALITY

ATTEST:

THE MUNICIPALITY OF KINGSTON
MUNICIPALITY

ATTEST:

HANOVER AREA SCHOOL DISTRICT
SCHOOL DISTRICT

**HANOVER AREA SCHOOL DISTRICT
HANOVER TWP., PA 18706**

CONTRACT FOR TRANSPORTATION

THIS AGREEMENT ENTERED INTO THIS 15 DAY OF August, 2022, BY AND BETWEEN THE BOARD OF SCHOOL DIRECTORS OF THE HANOVER AREA SCHOOL DISTRICT, 1600 SANS SOUCI PARKWAY, HANOVER TWP., PA 18706, HEREINAFTER REFERRED TO AS "THE DISTRICT", AND KEYSTONE VALLEY TRANSPORTATION LLC OF, WILKES-BARRE, PA 18702, ITS SUCCESSORS AND ASSIGNS, HEREINAFTER REFERRED TO AS "THE CONTRACTOR",

WHEREAS, the parties are desirous of entering into an Agreement whereby the District will hire the Contractor as an Independent Contractor, to provide transportation to certain identifying students of the District.

NOW, THEREFORE, the above premises being incorporated into this Agreement by reference, and in consideration of the mutual promises and covenants contained hereinafter, as the parties hereto, intending to be legally bound, agree as follows:

I. DEFINITIONS

- A. "Board" shall mean Hanover Area School District Board of Education.
- B. "School Administration" shall mean the Superintendent of Schools of Hanover Area, or his or her designee.
- C. "School Transportation Vehicle" shall mean a vehicle with body and chassis which is licensed by the Commonwealth of Pennsylvania to operate as a vehicle designed to transport students and which meets all established regulations and laws as promulgated by the Commonwealth of Pennsylvania including those promulgated by the Pennsylvania Department of Education ("PDE"), if any.

D. "School Student Transportation Driver" shall mean a legally qualified driver licensed by the Commonwealth of Pennsylvania, who maintains all required clearances and is physically, morally and emotionally suitable, and an individual who is approved by Hanover Area and School Administration to transport Hanover Area students.

E. "State Rate" shall mean the rate compiled by the Commonwealth of Pennsylvania, Department of Education, for the purposes of determining the subsidies/reimbursements for public school districts, which rate includes various factors and a cost index rate.

F. Contractor shall submit to the District the appropriate mileage form identifying miles with and miles without students to allow the District to maximize and properly see State reimbursement.

II. CONSIDERATION

A. The District shall pay the Contractor the State Rate for all vehicles used to carry out transportation contemplated by this Agreement. The consideration shall be paid monthly to the Contractor. The Contractor shall be responsible for paying for gasoline, insurance, drivers and all other necessary expenses to fulfill the conditions of this Agreement.

B. In subsequent years, the Agreement amount will be revised based upon the most recent maximum allowable reimbursement figure submitted to the Commonwealth of Pennsylvania.

C. The Contractor shall provide school transportation vehicles necessary to accommodate the transportation of students as determined by Hanover Area.

III. SCHOOL STUDENT TRANSPORTATION VEHICLES

A. The Contractor shall provide School Student Transportation Vehicles with equipment customarily required in such vehicles or as may be required by Hanover Area and the PDE.

B. The Contractor agrees to assume all responsibility and liability for any and all damages to School Student Transportation Vehicles caused by students and shall hold harmless Hanover Area for such damage.

C. In coordination with the District, the Contractor will maintain up-to-date rosters for all students subject to transportation. Such rosters will be updated daily via the District's student information system. The Contractor will furnish its van drivers with up-to-date rosters, as needed or when the roster changes.

IV. TERM

This Agreement shall commence on August 15th 2022 and shall terminate on July 31, 2023. The Parties shall have the right to negotiate within six (6) months before the end of the three (1) year period for an additional three (1) year extension.

V. LIABILITY

The Contractor shall maintain, through the term of this Agreement, insurance policies covering all School Student Transportation Vehicles used by the Contractor in fulfilling this Agreement and insuring Hanover Area and the Contractor against liability for personal injury, death of property damage resulting from the operation of any of the School Transportation Vehicles operated and/or owned by the Contractor, its agents or employees in the fulfillment of the terms of this Agreement, which insurance shall have an underlying general liability policy not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and auto

coverage with a minimum combined single limit of coverage of at least \$1,000,000.00. Hanover Area shall be listed as an additional insured on the Contractor's policies and a Certificate of Insurance shall be presented to Hanover Area prior to the commencement of the term of this Agreement. The insurance policies shall provide that the insurance coverage will not be altered, modified or canceled without giving Hanover Area thirty (30) days prior notice thereof.

VI. REPORTS

The Contractor agrees to furnish such reports as may be required by the School Administration, the Board or its designated representative, to maintain District records, verify invoices, and including but not necessarily limited to: Insurance Certificates, Vehicle Information, Mileage Data (both with and without students), cooperate with Hanover Area in providing necessary information to compile and submit reports and other documents required by the State and Federal Government and its agencies. All vehicle data entered into Hanover Area transportation software will be independently reviewed by someone other than the person who entered the data, and all transportation invoices will be reviewed by someone other than the person who prepared the invoice. All District-generated transportation invoices will be sent to the Contractor who must indicate agreement with the accuracy of the invoice before payment.

VII. COMPLIANCE WITH LAWS

A. The Contractor shall furnish School Student Transportation Vehicles which conform to the standards for school transportation vehicles approved by PDE, the Department of Traffic Safety of the Pennsylvania Department of Transportation and all laws and regulations. School Student Transportation Vehicles shall meet the minimum standards of the Bureau of Traffic Safety and shall pass bi-annual inspections as required by Pennsylvania law. All School Student Transportation Vehicles shall conform to provisions of all laws and shall be in good

mechanical and sanitary condition. After the effective date of this Agreement and in the event additional safety features are required by State Law that involve expenditures the Parties agree to try to negotiate the costs of installation of such features. All vehicles must maintain equipment required by PDE including a fire extinguisher, first aid kit, body fluid clean-up equipment, flares, seatbelts and seatbelt cutters.

B. The Contractor agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.

C. Every School Student Transportation Driver shall meet, to the extent applicable, all the regulations of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation in regard to application, age, fitness, competence, conduct, licensing, physical examination, continuing eligibility and all other laws, provided, that such School Student Transportation Driver shall have passed annually administered physical examinations required by law. Additionally, all School Student Transportation Drivers shall comply with the provisions of the Pennsylvania Child Abuse History Clearance Act regarding background checks and eligibility for hire. The Contractor will provide the Superintendent or designated administrator of the District, the criminal history record information and child abuse clearance required by Acts 34 and 151, including FBI background checks and up-to-date Fingerprinting, for all its drivers by August 1 of every year and in advance of assigning any person to a position involving direct contact with pupils of Hanover and shall forward to the Superintendent or designated administrator of Hanover notice of any conviction or arrest of its drivers within seventy-two (72) hours. No person employed or at the direction of the Contractor shall be allowed on District property or on Contractor vans while providing Contractor services for the District unless the required clearances are on file in the District. The Contractor agrees that it

shall, to the extent applicable, comply with the acts of assembly for both the United States Congress and the Legislature of the Commonwealth of Pennsylvania, and regulations of any agencies of the United States and Commonwealth of Pennsylvania.

D. Additionally, for each and every driver, employee or contractor provided by the Contractor to the School District, the Contractor shall provide the results of the Request for Federal Criminal History Record (Act 114 of 2006) - Section 11 of PSC(c). Administrators shall require the applicant to submit with the application for employment a set of fingerprints which may be submitted to the Federal Bureau of Investigation for Federal criminal history record information that cannot be more than older than required by law and updated in accordance with law. The Contractor shall provide copies of all such records in order that the School District may maintain records of clearances on file at both District and the Contractor's office.

E. The Contractor, all School Student Transportation Drivers and all individuals used in fulfillment of this Agreement shall comply with all laws, rules and regulations of all municipalities, U.S. Government, Commonwealth of Pennsylvania, the Board and the Pennsylvania Department of Transportation.

F. Hanover Area will also require all of the Contractor's drivers to complete training, including Act 126 Training ("Child Abuse Recognition and Reporting Training") and sensitivity training offered by Hanover Area.

VIII. ROUTES

Transportation routes and stops shall be determined by the School Administration and may be modified or cancelled by the School Administration as occasion demands. The School Student Transportation Driver shall not deviate from the designated route except by written

consent of the School Administration or, in the case of an emergency, which shall be reported promptly to the School Administration, or the School Administration's designated representative.

IX. TIME SCHEDULE

An operating time schedule shall be prepared by the School Administration in cooperation with the Contractor. This schedule shall designate the time and place of all stops. The time schedule may be modified by the School Administration as occasion demands but only after due notice has been given to parents and the Contractor.

X. OPERATION

Pupils shall be taken on and discharged from the School Student Transportation Vehicle only at the designated stops and at the extreme right of the road. No pupils shall be permitted to get on or off the vehicle while it is in motion. No School Student Transportation Driver shall permit boarding of his or her vehicle or place his or her vehicle in motion, after a student has left off the vehicle, until all safety precautions have been taken to protect the safety of the student while entering or exiting the vehicle.

XI. PASSENGERS

No person other than a school pupil shall be transported in a School Student Transportation Vehicle except that a teacher or other school official may ride when designated by the Board or the Superintendent. Nothing except passengers and their belongings shall be transported in the School Student Transportation Vehicle while it is engaged in transporting pupils to and from their assigned stops.

XII. ADDITIONAL REQUIREMENTS

A. The School Student Transportation Vehicle, as applicable, shall come to a complete stop immediately before traversing railway or trolley grade crossings and shall make a complete stop at all highway intersections protected by a "STOP" sign.

B. All School Student Transportation Vehicles shall not be loaded beyond the seating capacity of the vehicle.

C. The speed of a School Student Transportation Vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PennDOT, as promulgated from the Vehicle Code.

D. The District will limit access to all student information and data, including but not limited to video and demographic, to only District and Contractor employees permitted by the District in the District's sole discretion.

E. Upon twenty-four (24) hours' notice, the District or its designees shall have the right, at any time, to inspect any aspect of the Contractor's operations, relative to the services it provides to the District, in order to determine compliance with the District's requirements and the terms and conditions of this Agreement.

F. It is understood and agreed to that there shall be monthly transportation meetings between the Parties hereto to discuss problems and concerns that the Parties may have relative to the operation of transportation services and the obligations to the Parties to this Agreement.

G. This Agreement for transportation services is subject to review and approval by the Pennsylvania Department of Education pursuant to the Pennsylvania School Code of 1949 as amended as well as 22 PA Code Section 23.2.

H. This Agreement may be amended or modified only in a writing signed by both of the parties hereto.

I. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of, and be enforceable by, the District and the Contractor and their respective successors and assigns, provided that the services provided by the Contractor under this Agreement are of a personal nature, and the rights and obligations of the Contractor under this Agreement shall not be assignable unless approved by the District, which approval shall not be unreasonably withheld.

J. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be modified or construed in a manner so as to give the maximum valid and enforceable effect to the intent of the Parties express therein.

K. The waiver by either Party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

L. This Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania, both substantive and procedural, without giving effect to any choice or conflict of law provisions or rules that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

M. The Parties hereby agree that the exclusive venue for any action arising under or relating to this Contract shall be the United States District Court for the Middle District of Pennsylvania and the Court of Common Pleas of Luzerne County. The Parties hereby waive and

any all objections to personal jurisdiction and venue solely as they may relate to the enforcement of the terms of this Agreement in the Commonwealth of Pennsylvania. Each of the Parties hereto hereby waives personal service of process in connection with any disputes arising under this Agreement and agrees that service of process shall be effected upon each Party by sending duplicate copies of the required process via United States certified mail to the addresses set forth above.

XIII. INDEPENDENT CONTRACTOR

It is understood and agreed by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of Hanover Area.

XIV. NON-ASSIGNABILITY

This Agreement shall not be transferred. Another School Student Transportation Vehicle which has been lawfully certified for current use in Pennsylvania and/or another properly certified School Student Transportation Driver may be substituted in emergencies upon consent of the Board or the designated representative, but only for the duration of the emergency. The Contractor further agrees to indemnify the District, its officers, administrators, and employees, against any civil penalty assessed on account of the Contractor's non-compliance with the requirements of the Act or this agreement provision.

XV. TERMINATION

If the Contractor violates any of the terms and conditions of this Agreement, the Board, in its sole discretion, may terminate this Agreement. However, prior to any such termination, the Board shall give the Contractor fifteen (15) days prior written notice of the breach of any term

hereunder, and allow the Contractor said period of time to cure any breach, said determination regarding cure to be in the sole discretion of Hanover Area.

XVI. ADJUSTMENT

The Board may adjust all matters arising out of this Agreement not specifically provided for herein.

XVII. DRIVERS

A. The Board reserves the right, acting through its School Administration, or its designee, to require the immediate dismissal of any School Student Transportation Driver or supervisor who is judged unsatisfactory in his or her performance.

B. The Contractor shall be responsible for providing acceptable substitute School Student Transportation Drivers whenever necessary to meet the terms of this Agreement. Individual School Student Transportation Drivers shall not be allowed to provide their own substitutes.

C. School Student Transportation Drivers shall not leave a School Student Transportation Vehicle unattended at any time when students are on board.

D. School Student Transportation Drivers shall operate all School Student Transportation Vehicles in a reasonable and prudent manner with maximum regard at all times for the safety and welfare of the students being transported and with full knowledge and conformance with existing local and state laws governing the operation of motor vehicles upon all highways. This is especially true with regard to special needs students taking into account all factors necessary to protect the safety and well-being of the student.

E. School Student Transportation Drivers shall not smoke or carry a vape, lighted cigar, cigarette or pipe when operating a School Student Transportation Vehicle with school

students or while driving a vehicle used in the transportation of students. School Student Transportation Drivers shall not consume or possess alcoholic beverages or controlled substances (which may adversely affect the School Student Transportation Driver's operation of a School Student Transportation Vehicle) eight (8) hours prior to nor while operating a School Student Transportation Vehicle. No School Student Transportation Driver shall possess or use, at any time, any illegally controlled substances.

F. School Student Transportation Drivers are responsible for limiting passengers only to those who are eligible to ride.

G. School Student Transportation Drivers shall not operate a School Student Transportation Vehicle carrying students in excess of its rated capacity.

H. School Student Transportation Drivers shall report accidents promptly to the Contractor. The Contractor, in turn, shall immediately inform the School Administration and within twenty-four (24) hours, submit a written report regarding each accident to the School Administration.

I. Driver Violations:

1. The Contractor shall immediately notify the Board, or its designees, of any violation(s) of law committed by drivers along with a statement of what disciplinary action has been or will be taken.

2. The Board, in its sole discretion, retains the right to require the Contractor to prohibit: 1) any driver convicted of reckless driving, moving violations or any misdemeanor or felony offense from transporting students of Hanover Area School District; and 2) any driver accused of any conduct which in the Board's sole discretion, would affect the safety of students, from transporting students of Hanover Area School District.

XVIII. TRANSPORTATION SCHEDULES

A. The Contractor, upon request, shall assist the School Administration in working out the transportation route and time schedule. Changes in routes and time schedules will take place only upon approval provided through the School Administration.

B. The Contractor shall insist that School Student Transportation Drivers who discover cause for route or time adjustment will report it to the bus supervisor who will take the matter up with the proper school officials. Changes in routes and time schedules will take place only when properly authorized through the School Administration.

XIX. SCHOOL STUDENT TRANSPORTATION VEIDCLE LISTS

Prior to August 1 of each year, the Contractor shall submit a complete list of all vehicles to be used during the year to the School Administration. This list shall include:

- A. Name of Manufacturer
- B. Date of Manufacture
- C. Serial or Vehicle Identification Number
- D. Pupil Capacity
- E. School student transportation drivers list for District approval

XX. CLEAN VEIDCLES

All School Student Transportation Vehicles will be appropriately cleaned inside and outside. The School Administration will notify the Contractor on complaints concerning cleanliness.

XXI. FUNDING FORMULA

If the funding formula established by the Commonwealth of Pennsylvania relative to transportation changes or is amended, Hanover Area and the Contractor shall have the option to renegotiate this Agreement.

XXII . COUNTERPARTS

This Agreement can be executed in one or more counterparts which, when read together, will constitute one effective and binding Agreement. This Agreement and any exhibits attached to this Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings and agreements between such Parties.

IN WITNESS WHEREOF, the parties above named have here set their hands and seals the day and year aforesaid.

FOR THE BOARD OF SCHOOL DIRECTORS
OF HANOVER ARE SCHOOL DISTRICT

Contractor

President

Contractor

Secretary

Address

Address

Date

Date