Northampton County Council

Agenda

November 15, 2018    6:30 p.m.

Pledge of Allegiance

Roll Call

Approval of Minutes - November 1, 2018

Confirmation of Appointments

Courtesy of the Floor

County Executive Report

Old Business

1. Public Hearing on the 2018 Budget Amendment Ordinance

2. Public Hearing on the Ordinance to Terminate the Higher Education Authority

3. Public Hearing on the Ordinance to Terminate the Hospital Authority

4. Public Hearing on the Ordinance Entitled, "AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO ENTER INTO A COMMUNICATION SITE LEASE AGREEMENT WITH THE CITY OF BETHLEHEM, PENNSYLVANIA REFERRED TO AS DEMISED PREMISES"

5. Public Hearing on the Ordinance Entitled, "AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO ENTER INTO AN AGREEMENT OF SALE WITH THE CITY OF BETHLEHEM, PENNSYLVANIA FOR THE PURCHASE OF A MOTOROLA ASTRO 7.14 TRUNKED RADIO SYSTEM AND ASSOCIATED ITEMS"

6. Public Hearing on the Ordinance Entitled, "AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO ENTER INTO A TERMINATION OF LEASE AND SERVICES AGREEMENT WITH SAINT LUKE'S HOSPITAL OF GRACEDALE PROPERTY CURRENTLY BEING USED FOR MEDICAL HELICOPTER SERVICES"

New Business

1. Consideration of Matters Related to the 2019 Northampton County Budget:
   a. Introduction of the 2019 Real Estate Tax Millage Rate Ordinance
b. Public Hearing on the Proposed 2019 Northampton County Budget
c. Public Hearing on the Proposed 2019 Northampton County Capital Improvements Plan

2. Introduction of Magisterial District Justice Lease Ordinances:
a. Magisterial District Justice 03-1-04 (Zumas)
b. Magisterial District Justice 03-2-04 (Mege)
c. Magisterial District Justice 03-2-12 (Yetter)

3. Consideration of Court Fees Resolution

4. Consideration of Personnel Requests Resolution – Court Administration

5. Consideration of a Community Investment Partnership Program Grant – First United Church of Christ Resolution

6. Consideration of the 2018 City Revitalization Block Grant – City of Bethlehem Resolution

7. Consideration of Sheriff’s Fees Resolution

8. Consideration of the 2019 Gracedale Private Pay Rate Resolution

9. Consideration of a Resolution Accepting a Monetary Donation from Friends of Gracedale

10. Consideration of Pennsylvania Senior Community Center Grant Program Resolution

11. Consideration of a Resolution Placing the Spotted Lanternfly on the National Invasive Species List

12. Consideration of Recognition of Nuclear Energy Plant Benefits Resolution

13. Consideration of Article XIII Contract Resolutions:
a. Clearwater Construction
b. Seraphin® Test Measure

Council Committee Reports

Council Liaison Reports

Council Clerk’s Report

Council Solicitor’s Report

Adjournment
RESOLVED, by the Northampton County Council that the following individuals shall be confirmed in their appointments as indicated hereafter:

HOUSING AUTHORITY

Appointment: Becky Ann Bartlett
127 4th Street
Nazareth, PA 18064

Term to Expire: 2/9/24

LEHIGH VALLEY PLANNING COMMISSION
CITIZEN REPRESENTATIVE

Appointment: Stephen L. Melnick
1624 Easton Avenue
Bethlehem, PA 18017

Term to Expire: 12/31/22

PERSONNEL APPEALS BOARD

Appointment: U. Harold Levy
4373 Hilltop Circle
Bethlehem, PA 18020

Term to Expire: 2/3/21
WORKFORCE BOARD LEHIGH VALLEY

Appointment: Private Sector
Debi Rice
527 East Laurel Street
Bethlehem, PA 18018

Term to Expire: 12/31/20

ATTEST: INTRODUCED BY:

Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held __________, 2018.

(J:\2018\res\r-appts)
NORTHAMPTON COUNTY COUNCIL - EASTON, PA

Ordinance No. __________ SESSION 2018 ________ Bill No. ________

Introduced by John Cusick and William B. McGee on November 1, 2018.

Enacted __________ Effective __________

Title:

AN ORDINANCE AMENDING THE 2018 NORTHAMPTON COUNTY BUDGET: FINANCIAL STABILIZATION; DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT - HOTEL ROOM RENTAL TAX, COMMUNITY DEVELOPMENT GRANT; DEPARTMENT OF FISCAL AFFAIRS - BALANCING OF BUDGET, INFORMATION SERVICES; DEPARTMENT OF ADMINISTRATION - CONSERVATION DISTRICT, ELECTIONS, EMERGENCY MANAGEMENT TASK FORCE EQUIPMENT; COURTS - PROBLEM SOLVING COURTS; DEPARTMENT OF PUBLIC WORKS - ADMINISTRATION, BRIDGES, ACT 44 GRANTS; ACT 13 HIGHWAY BRIDGE IMPROVEMENTS, ACT 89 BRIDGE IMPROVEMENTS, BRIDGES P3, LOUISE MOORE PINE BEQUEST; CAPITAL IMPROVEMENTS - HUMAN SERVICES BUILDING; CAPITAL PROJECTS - 2013 BOND BRIDGE RENOVATIONS, 2013 BOND BUILDING RENOVATIONS; DEPARTMENT OF HUMAN SERVICES - HOMELESS ASSISTANCE, DEVELOPMENT FUND, BLOCK GRANTS, CHILDREN, YOUTH AND FAMILIES, AREA AGENCY ON AGING, HEALTHCHOICES, MENTAL HEALTH, EARLY INTERVENTION, DEVELOPMENTAL PROGRAMS, DRUG AND ALCOHOL

2018
BUDGET AMENDMENT

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Financial Stabilization

C&ED - Hotel Room Rental Tax

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### Human Services - Children, Youth & Families

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### Human Services - Area Agency On Aging

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### Human Services - HealthChoices

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<td>17,574,400</td>
</tr>
<tr>
<td>41182</td>
<td>TANF/Health Beg/MAGI/Adult</td>
<td>4,256,600</td>
<td>(87,100)</td>
<td>4,169,500</td>
</tr>
<tr>
<td>41468</td>
<td>HC Expansion - Newly Eligible</td>
<td>17,516,200</td>
<td>(280,900)</td>
<td>17,235,300</td>
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<tr>
<td>44010</td>
<td>Interest on Investments</td>
<td>245,300</td>
<td>216,600</td>
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<tr>
<td>57100</td>
<td>Pooled Subcontracted Services</td>
<td>87,574,031</td>
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<td>87,422,631</td>
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### Human Services - Mental Health

<table>
<thead>
<tr>
<th>Code</th>
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<tbody>
<tr>
<td>41488</td>
<td>HS Block Grant</td>
<td>11,433,100</td>
<td>394,200</td>
<td>11,827,300</td>
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<td>26,000</td>
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<td>4,646,708</td>
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### Human Services - Early Intervention

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<tr>
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<th>60905</th>
<th>60915</th>
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<td>Early Intervention</td>
<td>1,049,200</td>
<td>337,600</td>
<td>1,386,800</td>
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<tr>
<td>69999</td>
<td>Pooled Subcontracted Services</td>
<td>430,600</td>
<td>337,600</td>
<td>768,200</td>
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### Human Services - Developmental Programs

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>41400</td>
<td>Early Intervention</td>
<td>1,754,000</td>
<td>(100,700)</td>
<td>1,653,300</td>
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<tr>
<td>41488</td>
<td>HS Block Grant</td>
<td>4,146,700</td>
<td>(872,700)</td>
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<td>41550</td>
<td>Medical Assistance</td>
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<td>Interest On Investment</td>
<td>4,200</td>
<td>15,500</td>
<td>19,700</td>
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<td>69600</td>
<td>Pooled Subcontracted Services</td>
<td>325,900</td>
<td>(65,000)</td>
<td>260,900</td>
</tr>
</tbody>
</table>
Effective Date:

In accordance with Northampton County Home Rule Charter 705 (e) this ordinance shall become effective upon the date of enactment.

This ordinance was advertised on the ___ day of _______ 2018, and was adopted by the Northampton County Council on the ___ day of ________ 2018.

ATTEST:

Linda M. Zembo
Clerk to Council

Ronald R. Heckman
County Council Vice President

Lamont G. McClure
County Executive

(J:\2018\bills\bill741)
AN ORDINANCE TERMINATING THE NORTHAMPTON COUNTY HIGHER EDUCATION AUTHORITY

WHEREAS, on September 18, 1981, County Council adopted Ordinance No. 41-1981 which incorporated the Higher Education Authority under provisions of the "Municipality Authority Act of 1945, approved May 2, 1945, P.L. 382, as amended and supplemented, of the Commonwealth of Pennsylvania; and

WHEREAS, the Northampton County Higher Education Authority has been dormant and inactive for a number of years; and

WHEREAS, Northampton County Council is desirous to abolish the Northampton County Higher Education Authority as its existence serves no further governmental purposes.

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED pursuant to Section 1001 of the Northampton County Home Rule Charter by the Northampton County Council that the Northampton County Higher Education Authority is abolished and terminated in all respects.

This ordinance was advertised on the _____ day of _____ 2018, and was adopted by the Northampton County Council on the _____ day of _____ 2018.

ATTEST:

Linda M. Zembo
Clerk to Council

Ronald R. Heckman
County Council Vice-President

Lamont G. McClure
County Executive
AN ORDINANCE TERMINATING THE NORTHAMPTON COUNTY HOSPITAL
AUTHORITY

WHEREAS, the Northampton County Hospital Authority was established
under provisions of the "Municipality Authority Act of 1945, approved May
2, 1945, P.L. 382, as amended and supplemented, of the Commonwealth of
Pennsylvania; and

WHEREAS, the Northampton County Hospital Authority has been
dormant and inactive for a number of years; and

WHEREAS, Northampton County Council is desirous to abolish the
Northampton County Hospital Authority as its existence serves no further
governmental purposes.

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED pursuant to
Section 1001 of the Northampton County Home Rule Charter by the
Northampton County Council that the Northampton County Hospital Authority
is abolished and terminated in all respects.

This ordinance was advertised on the _____ day of _____ 2018, and
was adopted by the Northampton County Council on the ____ day of ______
2018.

ATTEST:

Linda M. Zembo
Clerk to Council

Ronald R. Heckman
County Council Vice-President

Lamont G. McClure
County Executive
AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE
COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO ENTER INTO A
COMMUNICATION SITE LEASE AGREEMENT WITH THE CITY OF BETHLEHEM,
PENNSYLVANIA REFERRED TO AS DEMISED PREMISES

WHEREAS, Northampton County Administrative Code Article XIII, Section
13.14 Purchase, Sale and Lease of Real Estate Section 13.14 (1)
Purchase/Sale/Lease of Real Estate, provides, "The County Executive, or his
designee, may negotiate a contract for the purchase, sale or lease (with the
County as lessor or lessee) of real estate. Any such purchase/sale/lease
shall be approved by County Council, and no such contract shall bind the
County nor shall any conveyance be lawful, until County Council approves of
the terms of the purchase/sale/lease."; and

WHEREAS, Northampton County Home Rule Charter Article 602 (a)(6)
provides that the Northampton County Council shall enact an ordinance for any
act which "purchases, conveys or leases or authorizes the purchase,
conveyance or lease of any real property of the County.";

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by Northampton County
Council that it does hereby authorize the County of Northampton to certain
real property more fully described in Exhibit "A" of attached documentation.
The terms and conditions of the lease shall be in accordance with the lease
agreement and related documentation, copies of which are attached hereto and
made a part hereof as Attachment A.

Effective Date: This ordinance shall become effective thirty days after
the date of enactment.

This ordinance was advertised on the _____ day of _____ 2018, and was
adopted by the Northampton County Council on the _____ day of _____ 2018.

ATTEST:

Linda M. Zembo
Clerk to Council

Ronald R. Heckman
County Council Vice-President

Lamont G. McClure
County Executive
CITY OF BETHLEHEM
COMMUNICATIONS SITE LEASE AGREEMENT

This Communications Site Lease Agreement (Agreement) is made on this ______ day of
__________________, 201__, by and between the CITY OF BETHLEHEM, doing business at 10 East
Church Street, Bethlehem, Pennsylvania, 18018 (hereinafter referred to as "Lessor")

AND

NORTHAMPTON COUNTY, doing business through the Northampton County Emergency
Management Services at 100 Gracedale Avenue, Nazareth, Pennsylvania, 18064 (hereinafter
referred to as "Lessees") is hereby effective in accordance with the following terms:

1. **Demised Premises** - The Lessor owns certain real property located as more fully
described on Exhibit A attached hereto and incorporated herein by reference and hereinafter referred
to as the "Demised Premises." Lessor hereby grants permission to Lessee to install and/or operate
radio communications equipment as described in Exhibit B attached hereto and incorporated herein
by reference, including reasonable substitutes and replacement equipment during the life of this
Agreement. Lessor shall make reasonable modifications to Demised Premises at Lessee's request
that may include erection of partitions, moving of heating and air conditioning ducts, and special
security provisions. The cost of any such modifications shall be borne by Lessee. Lessee or its
authorized agents or contractors shall be provided with twenty-four (24) hour access to its
equipment located on the Demised Premises.

2. **Electricity** - Lessor shall provide electric power for the Lessee's communications
equipment at no cost as part of this lease. This shall include both normal utility power and
emergency generation capabilities. The cost of any modifications required for the Lessee's
communications equipment shall be borne by the Lessee, and all such electrical work shall be
coordinated and acceptable to the Electrical Bureau, Department of Public Works and approved by
the City Electrical Inspector.

3. **Interference** - Lessee shall not install and/or operate any communications equipment
and cables/lines between antennas and its equipment which shall interfere with any other existing
communications equipment or antennas. Lessor will not lease space on the Tower to any third party
whose use of the space would interfere with Lessee's use. The last party locating Communication
Equipment at the Demised Premises, including the Lessor and Lessee, shall be responsible for
mitigating interference to any equipment already located at the site or, if failing to do so to the
satisfaction of the affected party, shall remove the interfering equipment from the site. All
communications equipment shall be installed at the Demised Premises in accordance with good and
accepted engineering practice.

-1-
4. **Ingress and Egress to Demised Premises** - Lessee shall have a non-exclusive right of reasonable ingress and egress, seven days a week, on a 24 hour basis, by foot or motor vehicle, including trucks, to the Demised Premises for the purposes of maintenance, installation and repairs to the communications equipment. It is agreed, however, that only authorized employees, engineers, agents or contractors of the Lessee, or persons under Lessee's direct supervision, will be permitted to enter the Demised Premises. Lessor may require city personnel to accompany the authorized employee of the Lessee.

5. **Term** - This Agreement shall commence upon the date of execution by the parties and shall continue for an initial term (the "Original Term") of twenty (20) years as defined below. At the Lessee's option, this Agreement can be extended for two (2) subsequent five (5) year terms. Thereafter, this Agreement shall continue in force and effect upon the terms and conditions contained herein unless Lessee terminates this Agreement by providing written notice to Lessor at least ninety (90) days prior to the expiration of the Original Term. Lessor may terminate this agreement at any time prior to the end of a term with one hundred eighty (180) days notice.

6. **Rent** - The Lessor shall not charge the Lessee any rent for the Demised Premises for the term of this lease.

7. **Permitted Uses** - Lessee shall use the Demised Premises for the purpose of installing and operating communication equipment for wireless voice and/or data transmission. The installation and operation of these facilities shall be conducted in accordance with the standards imposed by the Federal Communications Commission, and any other local, state or federal body with authority over such transmission and operation. All improvements shall be at Lessee's expense. Lessee shall use the Demised Premises for no other purpose without the prior written consent of Lessor.

8. **Necessity of Permits; Right to Terminate** - It is understood and agreed that Lessee's ability to use the Demised Premises is contingent upon its obtaining, all certificates, permits, licenses and other approvals that may be required by any federal, state or local authorities, including without limitation the Federal Communication Commission and the Federal Aviation Administration (the "Permits") to allow Lessee to use the Demised Premises for its intended purposes, as set forth herein. Lessor shall cooperate with Lessee in its efforts to obtain any and all Permits, if requested, and shall take no action which would adversely affect the status of the Demised Premises with respect to the intended use thereof by Lessee. Lessee is hereby given the right to survey, radio coverage test, and conduct other investigations needed to secure the Permits.

In the event that any of the Permits are not granted or issued, are cancelled, expire, lapse or are otherwise withdrawn or terminated (after Lessee's due diligence to maintain the same) or events cause the Demised Premises to be unsuitable to satisfy Lessee's communications system goals or requirements, Lessee shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Lessor. Upon such termination this Agreement shall become null and void and the parties shall have no further obligations to each other under the terms of this Agreement. If Lessee shall terminate this Agreement for any other reason, Lessee shall give Lessor one hundred eighty (180) days written notice.
9. **Removal of Lessee's Improvements Upon Termination** - Lessor covenants and agrees that no part of the improvements constructed, erected or placed by Lessee on the Demised Premises shall become, or be considered as being affixed to or a part of, the Demised Premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Lessor that all improvements of every kind and nature constructed, erected or placed by Lessee on the Demised Premises shall be and remain the property of Lessee. Lessee, upon termination of this Agreement, shall, within 120 days, remove such improvements, including without limitation the communications equipment from the Demised Premises. The Demised Premises shall be returned to a condition that reasonably matches its original condition, reasonable wear and tear accepted.

10. **Maintenance of Communications Equipment** - Lessee agrees that Lessee communications equipment to be installed in or on the Demised Premises pursuant to this Agreement will be installed, maintained, inspected and tested pursuant to, and Lessee will generally comply with, all applicable rules and regulations of the Federal Communications Commission, the Federal Aviation Administration, all other Federal statutes and rules and all other applicable codes of the city, township, county and state concerned. Lessee and Lessor will accommodate each other as necessary to permit the maintenance of the communications equipment located at the Demised Premises.

11. **Maintenance of Demised Premises** - Lessor shall maintain the Demised Premises, including all required tower marking and lighting if required, shall maintain all required records and shall file any required notification concerning any failure of, repairs to, and correction of the Tower in compliance with the rules and regulations of the Federal Aviation Administration and the Federal Communications Commission, as applicable. Lessor shall maintain buildings in reasonable condition for the intended use by Lessee and shall promptly repair any damage to the Demised Premises.

12. **Interference With Intended Use** - During the term of this Agreement, and any renewals hereof, Lessor will not enter into a similar lease with any other party if such grant would materially affect or interfere with Lessee's intended use of the Demised Premises. In the event of any material interference, Lessor shall take all steps necessary to immediately correct and eliminate the interference. During the Term of this Agreement, Lessee will not alter its communications equipment in any way, which will cause any material interference with the existing use of the Demised Premises by Lessor or any other tenants of Lessor. In the event of any material interference, Lessee shall take all steps necessary to immediately correct and eliminate the interference.
13. **Indemnification** - Lessee agrees to indemnify and save Lessor harmless from and against any and all liability, damage, expense, claims or judgementst, including reasonable attorneys' fees resulting from injury to person or damage to property resulting from or arising out of the use and or occupancy of the Demised Premises by Lessee if caused by the negligent act or omission of Lessee, Lessee's agents, employees, invitees, or guests during the term of this Agreement. Lessee agrees to indemnify and save Lessor harmless from and against any and all liability, damage, expense, claims, or judgments arising from the use and maintenance of its equipment during the term of this Agreement.

14. **Insurance** - Lessee covenants and agrees that before the commencement of the Lease Agreement herein provided for, that Lessee is protected by, at minimum, the following types of insurance issued by insurance carriers having an A.M. Best rating of B+ or better:

   (a) Workmen's Compensation Insurance with statutory limits of liability;
   (b) Employer's Liability Insurance;
   (c) Public Liability Insurance, including contractual liability to insure, among other obligations, Lessee's indemnity obligation set forth in Article 14 hereof with limits of liability of $1,000,000 combined single limit;
   (d) Automobile Liability Insurance with limits of liability of $1,000,000 combined single limit; and
   (e) Such other insurance, fire or other, as will indemnify and protect City and Lessee insofar as their respective interest may appear.

City of Bethlehem shall be named as an additional insured on public liability insurance contracts in effect during the lifetime of this Agreement, and none of such insurance contracts may be cancelled or materially altered except after thirty (30) days written notice by the insurer to City. Duly authenticated Certificates of Insurance evidencing the required insurance coverage shall be provided to and approved by the City Solicitor prior to the commencement of the Agreement.

15. **Default of Lessee** - If Lessee defaults in the performance of any covenant or agreement of Lessee herein contained and such default is not cured within thirty (30) days after receipt of written notice by Lessee of such default from Lessor, Lessor may terminate this Agreement upon thirty (30) days' written notice; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Lessor may not terminate this Agreement if Lessee commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

16. **Fire or Other Unavoidable Casualty** - In the event the Demised Premises or any part thereof shall at any time during the term of this Agreement or any renewal thereof be destroyed by fire or other casualty so as to be unfit for Lessee's occupancy and intended use hereunder and the Demised Premises cannot be restored or rebuilt by Lessor within 120 days, this Agreement shall, at the option of Lessee or Lessor, terminate effective as of the date of such casualty. If the Demised Premises can be restored or rebuilt within 120 days, Lessor shall, with due diligence, restore or rebuild the Demised Premises.
17. **Sale of Demised Premises** - Should Lessor, at any time during the term of this Agreement, sell all or any part of the Demised Premises, such sale shall be under and subject to this Agreement and Lessee's rights hereunder.

18. **Remedies Cumulative** - No remedy herein conferred upon or reserved to Lessor or to Lessee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute.

19. **Assignment** - No assignment of all or any part of this Agreement by the Lessee or Lessor shall be valid without the prior written consent of other party, which shall not be unreasonably withheld.

20. **Negotiation** - The parties acknowledge that communications equipment, systems, operational requirements and other related matters can be expected to change during the term of this Agreement. As such, at the request of any one party the other party will meet and negotiate changes to this Agreement that may be deemed appropriate.

21. **Notices** - Any written notice provided for herein shall be given in writing and shall be deemed validly given if delivered by personal delivery, overnight air carrier service, or certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

Lessor: Name: City of Bethlehem  
Attention: Office of the Mayor  
Address: 10 East Church Street  
Bethlehem, PA 18018

Lessee: Name: Northampton County Emergency Management Services  
Attention: Director of Emergency Management Services  
Address: 100 Gracedale Avenue  
Nazareth, PA 18064

Notice shall be deemed effective upon receipt. The person to whom and the place to which notices are to be delivered may be changed from time to time by either party by written notice given to the other party.

22. **Governing Law** - This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Pennsylvania. The exclusive venue for all actions shall be Northampton County, Pennsylvania, only.

23. **Attorneys' Fees** - If Lessor or Lessee files a suit against the other which is in any way connected with this Agreement, the unsuccessful party shall pay to the prevailing party its reasonable attorneys' fees incurred in connection with such, which sum shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
24. **Entire Agreement; Amendment** - This agreement contains the entire agreement between the parties hereto and no verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made by a writing signed by Lessor and Lessee.

25. **Headings** - Paragraph headings of this Agreement are inserted only for reference and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms or provisions.

26. **Successors and Assigns** - This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

27. **Quiet Title** - Lessor covenants and agrees that Lessee, upon performing it covenants herein provided, shall peaceably and quietly have, hold, and enjoy the Demised Premises.

28. **Authority to Enter into Agreement** - Lessor covenants that Lessor is seized of good and sufficient title and interest to the Demised Premises and has full authority to enter into and execute this Agreement.

29. **Changes in Law** - In the event that there is a change in Federal law governing FCC licensing for towers under Health and Safety provisions which would materially affect the operation of Lessor’s tower, either Lessor or Lessee may seek to re-negotiate the terms of the Agreement or at its election to terminate upon one hundred eighty (180) days notice to the other party.

30. **Subordination and Non-Disturbance** - This Agreement is subordinate to any mortgage on deed of trust now of record against the sites identified in Exhibit A.

31. **Miscellaneous** - If requested by Lessee, Lessor agrees promptly to execute and deliver to Lessee a recordable memorandum of this Agreement.

{The remainder of this page has been left intentionally blank}
IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

ATTEST:

________________________________________
Secretary

ATTEST:

________________________________________
City Controller

LESSEE:
NORTHAMPTON COUNTY

By: ____________________________ (Seal)
    Lamont McClure
    County Executive

LESSOR:
CITY OF BETHLEHEM

By: ____________________________ (Seal)
    Robert J. Donchez
    Mayor

I certify that the within Lease Agreement is needed, necessary and appropriate.

By: ____________________________
    City of Bethlehem Department Head
    Print Name: ____________________________
EXHIBIT A - Demised Premises

The Demised Premises included in this Agreement are:

**CITY HALL**  
Bethlehem City Hall  
10 East Church Street  
Bethlehem, PA 18018

**ELECTRIC SHOP**  
Bethlehem Electric Shop  
247 East North Street  
Bethlehem, PA 18018

**WATER TANK**  
Williams Street Water Tank  
95 William Street  
Bethlehem, PA 18018

**SOUTH MOUNTAIN**  
South Mountain Tower Site  
1508 East University Avenue  
Bethlehem, PA 18018
# EXHIBIT B - Communications Equipment

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<th>Item</th>
<th>Model</th>
<th>Serial #</th>
<th>Quantity</th>
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</thead>
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<td>SFUG000E</td>
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<td>- Terminal Server</td>
<td>4000T</td>
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<td>- Core Backhaul Switch 01</td>
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Title:

AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO ENTER INTO AN AGREEMENT OF SALE WITH THE CITY OF BETHLEHEM, PENNSYLVANIA FOR THE PURCHASE OF A MOTOROLA ASTRO 7.14 TRUNKED RADIO SYSTEM AND ASSOCIATED ITEMS

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.14 Purchase, Sale and Lease of Real Estate Section c. (1) Purchase/Sale/Lease of Real Estate, provides, "The County Executive, or his designee, may negotiate a contract for the purchase, sale or lease (with the County as lessor or lessee) of real estate. Any such purchase/sale/lease shall be approved by County Council, and no such contract shall bind the County nor shall any conveyance be lawful, until County Council approves of the terms of the purchase/sale/lease."; and

WHEREAS, Northampton County Home Rule Charter Article 602 (a)(6) provides that the Northampton County Council shall enact an ordinance for any act which "purchases, conveys or leases or authorizes the purchase, conveyance or lease of any real property of the County."

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by Northampton County Council that it does hereby authorize the County of Northampton to enter into an Agreement of Sale with the City of Bethlehem for the purchase of a Motorola ASTRO 7.14 trunked radio system and associated items specified in Attachment "A" of attached documentation. The terms and conditions of the lease shall be in accordance with the lease agreement and related documentation, copies of which are attached hereto and made a part hereof as Exhibit A.

Effective Date: This ordinance shall become effective thirty days after the date of enactment.

This ordinance was advertised on the ___ day of ____ 2018, and was adopted by the Northampton County Council on the ___ day of ____ 2018.

ATTEST:

Linda M. Zembo
Clerk to Council

Ronald R. Heckman
County Council Vice-President

Lamont G. McClure
County Executive
AGREEMENT OF SALE

This Agreement of Sale (Agreement) is made on this _____ day of ____________, 201__, by and between the CITY OF BETHLEHEM, doing business at 10 East Church Street, Bethlehem, Pennsylvania, 18018 (hereinafter referred to as "City")

AND

NORTHAMPTON COUNTY, doing business through the Northampton County Emergency Management Services at 100 Gracedale Avenue, Nazareth, Pennsylvania, 18064 (hereinafter referred to as "County") for the acquisition of communications equipment as specified herein.

IN CONSIDERATION OF THE COVENSANTS contained in this Agreement of Sale, the parties to this Agreement agree as follows:

1. **Sale of Goods:** The City will sell, transfer and deliver to the County a Motorola ASTRO 7.14 trunked radio system and associated items (hereinafter referred to as "System") specified in Attachment "A" to this Agreement as well as all necessary parts, cables, components, software, etc., whether specified or not, to provide a complete and operating system.

2. **Purchase Price:** The County will accept the System and pay the City the sum of one million three hundred sixty seven thousand dollars ($1,367,000) in equal payments of three hundred forty one thousand seven hundred fifty dollars ($341,750) over a period of four (4) years and upon receipt of an invoice presented by the City. The first payment shall be due following the execution of this Agreement and within thirty (30) days of the County's receipt of the City's first invoice. Thereafter, invoices shall be presented and payment made in like manner on or about the anniversary date of this Agreement in Years 2-4. The County and the City acknowledge the sufficiency of this consideration. The System has been priced as a complete and integrated system.

3. **FCC License Transfer:** This Agreement is contingent on the City transfer of its FCC licenses WNWQ636 and WPFA301 to the County. Failure to transfer the licenses, whether by the City or administrative decision of the FCC, shall make this Agreement null and void.

4. **Delivery of System:** The parties acknowledge the System is installed at various sites in the City and County, and this Agreement is contingent upon the System remaining at those sites at the time of its transfer from the City to the County. Those items that are not fixed or physically installed will be delivered by the City to the County in a mutually-acceptable manner.

5. **Risk of Loss:** The risk of loss from any casualty to the System, regardless of the cause, shall be on the City until the System has been transferred to the County. The County shall provide, at its expense, insurance on the System until payment in full is made to the City.
6. **Warranties:** THE SYSTEM IS SOLD 'AS IS' AND THE CITY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The City does not assume, or authorize any other person to assume on behalf of the City, any liability in connection with the sale of the System. The City's above disclaimer of warranties does not, in any way, affect the terms of any applicable warranties from the manufacturer of the System, and the City shall be responsible for ensuring Motorola Solutions, Inc. (MSI) completes the transfer of all rights, patents, copyrights and liabilities from the City to the County which shall be affirmed in writing by MSI and any related hardware or software providers.

7. **System Inspection:** The County will be given the opportunity to inspect the System or to have it inspected prior to the execution of this Agreement, and the County will accept the System in its then-existing condition. Further, the City disclaims any warranty as to the condition of the System.

8. **Title:** Title to the system will remain with the City until the execution of this Agreement by both the City and the County. The City will provide to the County a document of title for the System.

9. **Security Interest:** The City retains a security interest in the System until it is paid in full.

10. **Claims:** The County's failure to give notice of any claim within thirty (30) days of receipt of title to the System will constitute an unqualified acceptance of the System and a waiver by the County of all claims with respect to the System.

11. **Excuse for Delay or Failure to Perform:** The City will be not be liable in any way for any delays due to labor disputes, transportation shortages, delays in receipt of materials, priorities, fires, accidents and other causes beyond the control of the City. If the City, in its sole judgment, will be prevented directly or indirectly, on account of any cause beyond its control, from delivering the System in accordance with this Agreement, the City will have the right to terminate this Agreement by notice in writing to the County, which notices will be accompanied by a full refund of all sums paid by the County pursuant to this Agreement.

12. **Remedies:** The County's exclusive remedy and the City's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the System manufacturer's price of the particular item with respect to which losses or damages are claimed, plus any additional reasonable costs incurred by the County.

13. **Cancellation:** Either the City or the County may exercise an option to cancel this Agreement subsequent to its execution by both parties but before the first payment is made by the County to the City.
14. **Notices:** Any notice to be given or document to be delivered to either the City or the County pursuant to this Agreement will be sufficient if delivered personally or sent by the United States Postal Service or other delivery service, return receipt required, to the addresses specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally or upon the sender receiving the written return receipt from the delivery service.

City: City of Bethlehem  
Office of the Mayor  
10 East Church Street  
Bethlehem, PA 18018

County: Northampton County Emergency Management Services  
Director of Emergency Management Services  
100 Gracedale Avenue  
Nazareth, PA 18064

15. **GENERAL PROVISIONS:**

Headings are inserted for convenience only, and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

All representations and warranties of the City contained in this Agreement will survive the closing of this Agreement.

Either party to this Agreement may assign its rights under this Agreement upon the approval of the other party, which approval shall not be unreasonably withheld. Such assignment will not change the duty of either party, increase the burden or risk involved, or impair the chance of obtaining the performance of the Agreement. Each party has a substantial interest in having the other party perform or control the acts required by this Agreement.

This Agreement cannot be modified in any way except in writing by both parties to this Agreement.

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The jurisdiction of any dispute arising under this Agreement shall lie exclusively within the Court of Common Pleas of Northampton County.

Except where otherwise stated in this Agreement, all terms employed in this Agreement shall have the same definition as set forth in the Uniform Commercial Code in effect in the Commonwealth of Pennsylvania on the date of execution of this Agreement.

If any clause in this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder-of-fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.
This Agreement will inure to the benefit of and be binding upon the City and County and their respective successors and assigns.

16. **Authority to Execute:** Each party represents it has all the necessary approvals, consents and authorizations required to enter into this Agreement, and the person(s) executing this Agreement on behalf of the parties has the authority to do so.

17. **Entire Agreement:** This Agreement constitutes an agreement of sale between the parties, and the County acknowledges that it has not relied upon any representation of the City as to prospective performance of the System, but has relied upon its own inspection and investigation of the subject matter. Upon execution of this Agreement, the parties will execute a memorandum of understanding for the ongoing use and operation of the System and a lease governing the sites and terms where System equipment shall be located. These three documents are related to and dependent upon each other and will constitute the entire understanding between the parties.

IN WITNESS WHEREOF the parties have executed this Agreement of Sale on this ____ day of ____________________, 201__.

**ATTEST:**

______________________________
Secretary

NORTHAMPTON COUNTY

By: ____________________________ (Seal)

Lamont McClure
County Executive

**ATTEST:**

______________________________
City Controller

CITY OF BETHLEHEM

By: ____________________________ (Seal)

Robert J. Donchez
Mayor
**ATTACHMENT "A"

Communications System Equipment List

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Title:

AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO ENTER INTO A TERMINATION OF LEASE AND SERVICES AGREEMENT WITH SAINT LUKE’S HOSPITAL OF GRACEDALE PROPERTY CURRENTLY BEING USED FOR MEDICAL HELICOPTER SERVICES

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.14 Purchase, Sale and Lease of Real Estate Section c. (1) Purchase/Sale/Lease of Real Estate, provides, "The County Executive, or his designee, may negotiate a contract for the purchase, sale or lease (with the County as lessor or lessee) of real estate. Any such purchase/sale/lease shall be approved by County Council, and no such contract shall bind the County nor shall any conveyance be lawful, until County Council approves of the terms of the purchase/sale/lease."; and

WHEREAS, Northampton County Home Rule Charter Article 602 (a)(6) provides that the Northampton County Council shall enact an ordinance for any act which "purchases, conveys or leases or authorizes the purchase, conveyance or lease of any real property of the County."

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by Northampton County Council that it does hereby authorize the County of Northampton to enter into a Termination of Lease and Services Agreement with Saint Luke’s Hospital. The terms and conditions of the lease shall be in accordance with the lease agreement and related documentation, copies of which are attached hereto and made a part hereof as Attachment A.

Effective Date: This ordinance shall become effective thirty days after the date of enactment.

This ordinance was advertised on the _____ day of _____ 2018, and was adopted by the Northampton County Council on the ___ day of ______ 2018.

ATTEST:

Linda M. Zembo
Clerk to Council

Ronald R. Heckman
County Council Vice-President

Lamont G. McClure
County Executive
TERMINATION OF LEASE AND SERVICES AGREEMENT

This Termination ("Termination") to Lease and Services Agreement by and between the County of Northampton, Pennsylvania, with an address of [insert address] (hereinafter referred to as "County") and Saint Luke's Hospital of Bethlehem, Pennsylvania, with an address of 801 Ostrum Street, Bethlehem, Pennsylvania ("St. Luke's") shall be effective as July 1, 2018 ("Effective Date").

WHEREAS, the parties entered into a Lease and Services Agreement dated October 2001 and approved by the Northampton County Council at a meeting held November 15, 2001, with an effective date of December 19, 2001 ("Agreement");

WHEREAS, St. Luke's has discontinued providing medical helicopter services from the Gracedale Property;

WHEREAS, County would like to take control of the Gracedale Property and the Improvements for its own use, and St. Luke's is willing to surrender the improvements, as set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given thereto in the Agreement.

2. Fuel Tank Removal. St. Luke's agrees to pay for and manage the removal of the fuel tank located on the Property in accordance with the attached Statement of Work, attached to this Termination as "Exhibit A" and incorporated herein by reference. St. Luke's shall have until November 2019 to complete the removal and County shall allow for entrance to the Property for St. Luke's and its contractors to perform the work.

3. Termination of Existing Obligations. The parties agree that as of the Effective Date, all obligations and responsibilities under the Agreement shall terminate. Each party, for itself and its successors and assigns, as of the date of this Termination, release and forever discharge the other party, and such other party’s successors and assigns, from any and all obligations and liabilities arising out of, or in any way relating to, the Agreement.

4. Surrender of Improvements. St. Luke’s and County agree that all of the Improvements described in the Agreement or installed pursuant to the Agreement shall be surrendered by St. Luke’s to the County on an "AS IS, WHERE IS" condition, and St. Luke’s shall have no further obligation to remove improvements or restore the Land in any way. County agrees to indemnify, defend and hold St. Luke's harmless from and against any liabilities, losses, claims, demands, actual, documented and out-of-pocket costs, expenses (including reasonable attorneys' fees and litigation costs) and judgments of any nature relating to the Improvements or transfer thereof which arise and/or are filed after the Effective Date of Termination.

5. Miscellaneous. In the event of any conflict between the provisions of this Amendment and the Agreement, this Amendment shall be controlling. This Termination, sets forth the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, relating hereto.

[Intentionally Blank]
IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and first year written above.

SAINT LUKE’S HOSPITAL of BETHLEHEM, PENNSYLVANIA
COUNTY OF NORTHAMPTON

BY: ___________________________                  BY: ___________________________
    Thomas Lichtenwalner                  Print Name: ___________________________
    Senior Vice President Finance        Print Title: ___________________________
EXHIBIT A

Copy of Statement of Work with Rettew Associates, Inc.
AN ORDINANCE PROVIDING FOR THE REAL ESTATE TAX MILLAGE RATE IN THE COUNTY OF NORTHAMPTON FOR THE YEAR 2019

IT IS HEREBY ORDAINED AND ENACTED that the millage rate for real estate tax purposes for the year 2019 shall be set at 11.8 mills on every dollar of assessed valuation of taxable real estate or $1.18 on every $100.00 of assessed valuation.

This ordinance was advertised on the ___ day of ___, 2018 and was adopted by the Northampton County Council on the ___ day of ___, 2018.

Attest:

Linda M. Zembo
Clerk to Council

Ronald R. Heckman
County Council Vice President

Lamont G. McClure
County Executive

(J:\2018\bills\b-2019 millage rate)
AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 3,232 RENTAL SQUARE FEET OF OFFICE SPACE IDENTIFIED AS 248 BRODHEAD ROAD, SUITE 2, BETHLEHEM, PENNSYLVANIA, FROM TOWNSHIP OF HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.14 Purchase, Sale and Lease of Real Estate Section c. (1) Purchase/Sale/Lease of Real Estate, provides, "The County Executive, or his designee, may negotiate a contract for the purchase, sale or lease (with the County as lessor or lessee) of real estate. Any such purchase/sale/lease shall be approved by County Council, and no such contract shall bind the County nor shall any conveyance be lawful, until County Council approves the terms of the purchase/sale/lease"; and

WHEREAS, Northampton County Home Rule Charter Article 602 (a)(6) provides that the Northampton County Council shall enact an ordinance for any act which "purchase, conveys, leases or authorizes the purchase, conveyance or lease of any real property of the County".

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by Northampton County Council that it does hereby authorize the County of Northampton, Easton, Pennsylvania, to lease from Township of Hanover, Northampton County, a Pennsylvania Municipal Corporation, 3630 Jacksonville Road, Bethlehem, Pennsylvania, approximately 3,232 rental square feet of office space identified as 248 Brodhead Road, Suite 2, Bethlehem, Pennsylvania, for an initial rent of $5,066.40 per month. The terms and conditions of the lease shall be in accordance with the lease agreement, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Effective Date - This ordinance shall become effective thirty days after the date of enactment.

This ordinance was advertised on the _____ day of ________ 2018 and was adopted by the Northampton County Council on the____ day of ________ 2018.

Attest:

Linda M. Zembo
Clerk to Council

Ronald R. Heckman
County Council Vice President

Lamont G. McClure
County Executive

(J:\2018\bills\b-lease03-1-04)
Lease Agreement:
Pennsylvania District Court No. 03-1-04

This Lease is made and entered into on the ___ day of __________20__,
between the TOWNSHIP OF HANOVER, Northampton County, a Pennsylvania
Municipal Corporation, 3630 Jacksonville Road, Bethlehem, PA 18017-9302, referred to
in this Lease as Lessor, and the COUNTY OF NORTHAMPTON, a Pennsylvania
Municipal Corporation, Northampton County Government Center, 669 Washington
Street, Easton, PA 18042, referred to in this Lease as Lessee.

LESSOR LEASES TO LESSEE, AND LESSEE LEASES FROM LESSOR, 248 BRODHEAD ROAD,
SUITE 2, BETHLEHEM, PA, HEREINAFTER CALLED "LEASED PREMISES." THE LEASED
PREMISES CONSISTS OF APPROXIMATELY 3,232 RENTAL SQUARE FEET OF SPACE.

ARTICLE 1. TERM

1.01. Lease Term. The term of this Lease shall be for ten (10) years, commencing on
December 31, 2018, and ending on December 31, 2028, unless sooner terminated as
provided in this Lease.

1.02. Automatic Renewal. This Lease will continue for a like terms of ten (10) years
("Renewal Term") under the same terms and conditions as stated in this Lease unless
either party gives notice, in writing to the other party at least six (6) months prior to the
end of this Lease or each Renewal Term as the case may be, of its intention to terminate
the Lease Agreement.

ARTICLE 2. RENT

2.01. Initial Rent. Lessee will pay to Lessor the sum of $5,066.40 per month, from
the commencement of the term of this Lease and continuing through the original Lease
term, in advance on the 1st day of each month.

2.02. Adjustment to Annual Rent. At the commencement of the 5th, 7th and 9th full
Lease year, and at the conclusion of every other year thereafter, the rent for the Lease
Premise shall be adjusted by applying fluctuations in the Consumer Price Index to the
annual rent as follows:

(a) The Consumer Price Index for the purposes of this Lease shall be the
Consumer Price Index for All Items for All Urban Consumers published
by the Bureau of Labor Statistics of the United States Department of Labor
applicable to the Lehigh Valley area. For all items, 1982–84=100. If the
Consumer Price Index ceases to be published by the United States
Department of Labor, Bureau of Statistics, then the calculation shall be
based on the closest successor index as identified by the United States
Department of Labor. If no such successor exists, the calculation shall be based on an index that is mutually agreed upon between the parties.

(b) The base date shall be the calendar month preceding the dated commencement of this Lease agreement.

(c) The adjusted annual rent shall be determined by multiplying the annual rent by a fraction, the numerator of which shall be the Consumer Price Index for the month at the conclusion of the second full Lease year and the fourth full Lease year (the "Comparison Date"), as the case may be, and the denominator of which shall be the Consumer Price Index for the Base Date. The resulting sum, if greater than the annual rent payable in Paragraph 2.01, shall be the adjusted rent payable in twelve equal monthly installments, commencing with the month following the Comparison Date.

ARTICLE 3. USE OF PREMISES

3.01. Permitted Use. Lessee will use the Leased Premises for the operation of a Magisterial District Court of the Minor Judiciary of the Commonwealth of Pennsylvania and related functions.

3.02. Signs. Lessee shall have the right to erect appropriate signs on the outside of the Leased Premises in accordance with all applicable State and Municipal laws, ordinances and regulations.

3.03. Governmental Functions. It is understood and agreed between the parties hereto that if the governmental function for which these premises are being leased is abolished, limited, restricted or reorganized as a result of any act of the Pennsylvania legislature or of the United States Congress or an administrative action taken by or under the authority of the Pennsylvania Supreme Court, then the Lessee shall have the absolute privilege of canceling this Lease upon thirty (30) days written notice.

3.04. Use of Common Areas. As may be applicable to the Leased premises, restrooms, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Building are for the joint use of all Lessees of the Building. Lessee and its officers, employees, agents, and invitees will use such common areas in a reasonable, orderly, and sanitary manner in cooperation with all other Lessees and their officers, employees, agents, and invitees.

ARTICLE 4. SERVICES, MAINTENANCE, AND SURRENDER

4.01. Services and Maintenance by Lessor. Lessor shall furnish the Leased Premises with all utilities and services required by any local, state or federal law or regulation, including, but not limited to, the following services and maintenance:
(a) **Heat and Air Conditioning.** Heat, ventilation and air conditioning to provide and maintain under all conditions air devoid of contaminants or offensive odors and a temperature not lower than 68° Fahrenheit nor higher than 74° Fahrenheit, and a relative humidity of not more than 50%.

(b) **Elevators.** If applicable, elevator service in common with other Lessees and occupants of the Building, and the invitees of Lessees and occupants.

(c) **Electricity.** Electric current service for lighting and ordinary business appliances. Lessee will operate data processing equipment utilized by the Court of Common Pleas and Commonwealth of Pennsylvania. It shall be Lessor's responsibility to provide electrical service capable of operating that equipment throughout the term of this Lease or any renewal or extension thereof.

(d) **Telephone.** Lessor shall insure that proper telephone lines are and continue to be accessible to the premises. Nothing in this Lease Agreement shall be construed to mean that Lessor is responsible or liable for telephone service to the premises.

(e) **Water.** Hot and cold water for all lavatory and drinking purposes.

(f) **Plumbing.** Operating bathroom facilities within the premises.

(g) **Parking.** Lessor shall provide adequate parking for employees and public use. In any event, Lessor shall provide not less than eight (8) off street parking spaces for the sole use of Lessee.

(h) **Janitorial Service.** Removal of trash and garbage, recycling costs, and replacement of light globes or fluorescent tubes in the lighting fixtures.

(i) **Carpeting.** Lessor shall provide and maintain commercial grade carpeting in good condition throughout the term of this Lease. Lessee shall have the right to approve the color and design of such carpeting. The carpeting shall cover all office space wall to wall and cover at least one third of the District Justice’s Courtroom in an area to be designated by the Lessee.

(j) **Paint.** Lessor shall paint the premises every three (3) years as designated by the Lessee in a color acceptable to the Lessee.

(k) **Maintenance of Common Areas.** Maintenance of the public and common areas of the Building and the property on which the Building is situated, including lobbies, elevators, stairs, corridors, restrooms, walkways, lawns, courtyards, and parking areas, in reasonably good order and condition, including appropriate landscaping of outdoor areas. Maintenance includes, but is not limited to, snow and ice removal from walks, driveways and parking areas.
(l) Maintenance of Building Structure. Maintenance of the structure of the Building, including but not limited to, the roof, exterior walls (including windows), floors, and foundation. Lessor shall make all repairs, which may be needed to the mechanical, HVAC, electrical and plumbing systems in and servicing the Premises, and all repairs to exterior windows and glass.

4.02. Maintenance of Services. Lessor shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilation and other systems set forth in Paragraph 4.01 and such other systems as are required to perform and maintain the above services. All such services shall be in operating order twenty-four hours per day. If any such system shall not be in proper operating order for a period in excess of twenty-four hours, then Lessee shall have the right to repair and maintain said non-operating system and to abate the monthly rental payment otherwise due under the terms of Article 2 above until such time as the services are fully restored.

4.03. Maintenance and Surrender by Lessee. Except as provided in Paragraph 4.01, Lessee shall maintain the Leased Premises throughout the Lease term and any extensions of that term, and keep them free from waste or nuisance. At the termination of the Lease, Lessee shall deliver the Premises in as good a condition and state of repair as they were in at the time Lessor delivered possession to Lessee, except for reasonable wear and tear and damage by fire, flood, or other casualty.

ARTICLE 5. TAXES

5.01. Real Property Taxes and Assessments. Lessor shall pay and fully discharge all real property taxes, special assessments, and governmental charges of every character imposed on the Leased Premises during the term of this Lease, including any special assessments imposed on or against the Premises for the construction or improvement of public works.

5.02. Payment of County Taxes. Lessor certifies, as a condition precedent to the execution of the Agreement, and as an inducement for County to execute same, that Lessor is not delinquent on any taxes owed to County. Delinquent is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Northampton County Tax Claim Bureau. Lessor further agrees, as a specific condition of this Agreement, that it shall remain current on all of the taxes it owes to County. Should Lessor become delinquent on any taxes it owes to County during the term of this Agreement, Lessor may be deemed to be in breach of this Agreement by County and, in addition to any other remedies for such breach, Lessor hereby specifically agrees and authorizes County to apply funds when due Lessor directly to the taxes owed to County until said taxes are paid in full. In the event Lessor becomes delinquent, it hereby authorizes County to make direct payment to the taxing authority in order to bring Lessor’s County taxes current.
5.03. Delinquent on Taxes. If vendor becomes delinquent on taxes owed to the County during the term of the Agreement, vendor shall be in breach of the Agreement and the County shall withhold vendor payments in lieu of taxes until taxes are paid in full.

ARTICLE 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS, AND FIXTURES

6.01. Consent of Lessor. Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

6.02. Fixtures. Lessee has the right at all times to erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations. Lessee shall have the right to remove such items at the termination of this Lease, provided the fixtures can be removed without structural damage to the Premises. Prior to the termination of this Lease, Lessee must repair any damage caused by removal of any fixtures. Any furniture or fixtures that have not been removed by Lessee at the termination of this Lease shall become the property of Lessor.

ARTICLE 7. DAMAGE OR DESTRUCTION

7.01. Notice to Lessor. If the Leased Premises or any structures or improvements on the Leased Premises should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor.

7.02. Total Destruction. If the Leased Premises are totally destroyed by fire, flood, or other casualty, or if the Building or Premises should be so damaged by such a cause that rebuilding or repairs cannot, in Landlord's reasonable judgment, be completed within thirty (30) working days, this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in Paragraph 7.01.

7.03. Partial Destruction. If the Leased Premises are damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) days, this Lease shall not be terminated except as provided in Subparagraphs (a) and (b).

(a) If the partial destruction of the Leased Premises occurs prior to the final two (2) months of the Lease term, Lessor shall, at its sole cost and risk, proceed immediately to rebuild or repair the damaged buildings and improvements to substantially the condition in which they existed prior to such damage. If the Leased Premises are untenable in whole or in part following such damage, the rent payable during the period in which they
are untenantable shall be abated. In the event that Lessor should fail to complete such rebuilding or repairs within thirty (30) days from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may terminate this Lease by ten (10) days written notice to Lessor. On such notification, all rights and obligations under this Lease shall cease.

(b) If partial destruction of the Leased Premises occurs in the final two (2) months of the Lease term, or if any mortgagee holding a lien on the Building refuses to permit insurance proceeds to be applied to the restoration of the Leased Premises, or if the insurance proceeds available for restoration are not sufficient to restore the Premises to substantially its condition prior to the casualty, Lessor need not rebuild or repair the Premises and shall notify Lessee in writing of its intention not to rebuild or repair. If Lessor elects not to rebuild or repair the Premises and the leased Premises are untenantable in whole or in part following such damage, Lessee may elect to terminate the Lease as of the date of Lessee’s notice described in Paragraph 7.01 above or to continue the Lease with the rent for the remainder of the Lease period adjusted equitably. Lessee shall notify Lessor of such election within thirty (30) days after receipt of Lessor’s notice described above.

7.04. Insurance. Lessor shall and will, at Lessor’s sole expense, secure and maintain during the term of this Lease Agreement, fire and extended coverage insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania, in an amount equal to the value of the Leased Premises and other improvements on the Leased Premises, provided that insurance in that amount can be obtained, and if not then for the highest percentage that can be obtained.

7.05. Lessee Insurance: Lessee shall and will, at Lessee’s sole expense secure and maintain during the term of this Lease Agreement a comprehensive policy of general liability insurance, naming Lessor as additional insured, protecting Lessor against any liability occasioned by any occurrence on or about any part of the Lease Premises or any appurtenances thereto, with such policies to provide a minimum coverage of $1,000,000 with respect to any one person or accident and in the minimum amount of $500,000 with respect to any property damage.

ARTICLE 8. CONDEMNATION

8.01. Total Condemnation. If the whole of the Leased Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation, or expropriation or in the event of a conveyance in lieu thereof or if any of part the Building is taken by condemnation, then this Lease shall terminate on the date when title vests in the condemning authority.
8.02. **Partial Condemnation.** If any part of the Leased Premises shall be so taken or conveyed and if such partial taking or conveyance shall render the Leased Premises unsuitable for the business of the Lessee, or if any of the Building is taken or conveyed and, in Lessor's sole opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder of the Building, then the term of this Lease shall cease and terminate as of the date on which title to the leased Premises or Building vests in the condemning authority. In the event such partial taking or conveyance is not extensive enough to render the Premises unsuitable for the business of Lessee, in Lessee's sole opinion, this Lease shall continue in full force and effect except that the rent shall be adjusted equitably during the unexpired portion of the Lease.

8.03. **Lessee's Damages.** Lessee shall have the right to claim and recover from the condemning authority, or from the Lessor if appropriate, such compensation as may be separately awarded or recoverable by Lessee under the Eminent Domain Code in Lessee's own right.

**ARTICLE 9. ACCESS AND INSPECTION BY LESSOR**

9.01. Lessor and its officers, agents, employees, and representatives shall have the right to enter the Leased Premises, at reasonable hours, for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Lessor may deem necessary, or to show the Premises to prospective Lessees, purchasers, or lenders.

**ARTICLE 10. ASSIGNMENT AND SUBLEASE**

10.01. **Assignment and Subletting by Lessee.** Lessee reserves the right to assign this Lease, or sublet any or all of the Leased Premises, during the term of this Lease or any extension thereof, with the prior written approval of Lessor. Such written authorization shall not be unreasonably withheld by Lessor.

10.02. **Assignment by Lessor.** This Lease may be assigned by Lessor to any successor over of the Leased Premises.

**ARTICLE 11. DEFAULT**

11.01. **Lessee's Default.** Each of the following events shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee fails to promptly pay any installment of rent due under this Lease except when abatement of rent is permitted herein.

(b) Lessee fails to comply with any term, provision, or covenant of this Lease, other than the payment of rent, and does not cure the failure within thirty (30) days after written notice of the failure to Lessee.
11.02. Remedies for Default. On the occurrence of any event of default specified in Paragraph 11.01, Lessor shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease.

11.03. Lessor's Default. If Lessor defaults in the performance of any term covenant, or condition required to be performed by it under this agreement, Lessee may elect to do either one of the following:

(a) After not less than ten (10) days' notice to Lessor, Lessee may remedy such default by any necessary action and, in connection with such remedy, may pay expenses and employ counsel. All sums expended or obligations incurred by Lessee in connection with remedying Lessor's default shall be paid by Lessor to Lessee on demand and, on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct these costs and expenses from rent subsequently becoming due under this Lease.

(b) Lessee may terminate this Lease on giving at least ten (10) days' notice to Lessor of such intention. In the event Lessee elects this option, the Lease will be terminated on the date designated in Lessee's notice, unless Lessor has cured the default prior to expiration of the ten (10) day period.

11.04. Cumulative Remedies. Pursuit of any of the remedies provided in this Lease by either Lessor or Lessee shall not preclude pursuit of any of the other remedies provided in this Lease or by law. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions, and covenants contained in this Lease. Nor shall pursuit of any remedies provided in this Lease by Lessor constitute a waiver or forfeiture of any rent due to Lessor under this Lease.

11.05. Waiver of Default. No waiver by either party of any default or violation or breach of any of the terms, provision, or covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law on an event of default shall not be deemed or construed to constitute a waiver of such default.

ARTICLE 12. COUNTY ORDINANCE MANDATED CONDITIONS

12.01. Cancellation of Contracts. In the event Lessee becomes a successive governmental body to the County of Northampton, then the successor Lessee shall have the authority to cancel said Lease upon sixty (60) days' notice to Lessor.

12.02. Undue Influence. Lessor agrees not to hire any County personnel who have exercised discretion in the awarding, administrating or continuance of this Lease for up to and including one (1) year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this contract.
12.03. Conflict of Interest: Lessor agrees to notify in writing the County as soon as Lessor learns that:

(a) A current employee of the County has commenced, or is intending to commence, employment with the Provider while continuing to maintain County employment, or;

(b) A current employee of the County has performed, or is intending to perform, services to the Provider as an independent contractor while continuing to maintain County employment. Any written notice required to be given under this section shall specify the County employee’s (associate’s) name, the nature of the County employee’s (associate’s) employment or contract with the Provider commenced.

12.04. Breach of Contract:

(a) The Lessor agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, shall constitute default of this Contract.

(b) When a breach of contract has occurred, the County, in the exercise of its discretion, may allow the Lessor a specific period of time to correct its breach of this Contract. Such period of time shall not exceed thirty (30) days.

(c) If Lessor does not correct its violation of the Contract as specified, the County may terminate the Contract in whole or in part if such partial termination is in the best interest of the County.

12.05. Appropriation of Funds. This Contract is contingent upon the availability of appropriated funds from which payments can be made in accordance with 12.06 below.

12.06. Non-Appropriation of Funds. In the event of non-appropriation of funds, in good faith, at any time during the term of the Contract, which would prevent the County from making payment under the terms and conditions of the Contract, the County may terminate the Contract, without the assessment of any termination charges or financial penalties against the County, by providing written notice of intent to terminate to the contracting party. Written notice shall be given one (1) year prior to the termination pursuant to this subsection.

ARTICLE 13. INDEMNIFICATION

13.01. Lessee hereby indemnifies and agrees to save harmless Lessor from and against any and all claims that (i) arise from or are in connection with possession, use, occupation, management, repair, maintenance or control of the Leased Premises by Lessee or (ii) arise from or are in connection with any act or omission of Lessee or Lessee’s agents, employees or invitees, or (iii) result in injury to person or property or
loss of life sustained in the Leased Premises. Lessee shall, at its own cost and expense, defend any and all actions, suits and proceedings, which may be brought against Lessor with respect to the foregoing or in which they may be impleaded. Lessee shall pay, satisfy and discharge any and all judgements, orders and decrees which may be recovered against in connection with the foregoing. Lessee shall pay all costs, expenses and reasonable attorney’s fees that may be expended or incurred by Lessor in enforcing the covenants of Lessee hereunder. This indemnification does not protect or save harmless Lessor from its own negligent, reckless or intentional conduct.

ARTICLE 14. MISCELLANEOUS

14.01. Americans with Disabilities Act. Landlord agrees that the premises comply with all provisions of the Americans with Disabilities Act.

14.02. Notices and Addresses. All notices to be given under this agreement shall be given by certified mail or registered mail, postage prepaid, return receipt requested, addressed to the proper party, at the following addresses:

**Lessor:**
Hanover Township, Northampton County  
3630 Jacksonville Road  
Bethlehem, PA 18017-9302

**Lessee:**  
County of Northampton  
Office of the Solicitor  
Northampton County Government Center  
669 Washington Street  
Easton, PA 18042

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this Paragraph. Notice by registered or certified mail shall be deemed given on the third business day following deposit in the mail.

14.03. Binding Successors and Assigns. All rights and liabilities given to, or imposed on, the respective parties to this Lease shall extend to and bind the several respective successors and assigns of the parties when otherwise permitted by this Lease.

14.04. Reasonableness. In all instances where Lessor’s or Lessee’s consent, permission, or approval is required, the same shall not be unreasonably refused, withheld, or delayed.

14.05. Pennsylvania Law to Apply. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created by this agreement are performable in Northampton County, Pennsylvania.
14.06. *Legal Construction.* In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.

14.07. *Prior Agreements Superseded.* This Lease constitutes the only Agreement between Lessor and Lessee and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

14.08. *Amendment.* No amendment, modification, or alteration of the terms of this Lease shall be binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the Lessor and Lessee.

14.09. *Time of Essence.* Time is of the essence of this Agreement.

*In Witness Whereof,* the parties hereto execute this Agreement, and intend to be legally bound hereby.

LEESOR: Hanover Township, Northampton County

ATTEST

HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

By: ____________________________ By: ____________________________
Secretary Chairman
Board of Supervisors

ATTEST

LESSEE: COUNTY OF NORTHAMPTON
NORTHAMPTON COUNTY, PENNSYLVANIA

By: ____________________________ By: ____________________________
Clerk to Council President
County Council

By: ____________________________
Lamont G. McClure
County Executive
NORTHAMPTON COUNTY COUNCIL - EASTON, PA

Ordinance No.     SESSION     Bill No.

Introduced by

Enacted

Effective

Title:

AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF
NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 2,593 RENTABLE
SQUARE FEET OF OFFICE SPACE IDENTIFIED AS 1404 WALTER STREET, BETHELHEM,
 PENNSYLVANIA, FROM JOHN J. BLAIR AND SUSAN BLAIR

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.14
Purchase, Sale and Lease of Real Estate Section c. (1) Purchase/Sale/Lease of Real
Estate, provides, "The County Executive, or his designee, may negotiate a contract for
the purchase, sale or lease (with the County as lessor or lessee) of real estate. Any
such purchase/sale/lease shall be approved by County Council, and no such contract
shall bind the County nor shall any conveyance be lawful, until County Council
approves of the terms of the purchase/sale/lease"; and

WHEREAS, Northampton County Home Rule Charter Article 602 (a)(6) provides that
the Northampton County Council shall enact an ordinance for any act which "purchase,
conveys, leases or authorizes the purchase, conveyance or lease of any real property
of the County".

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by Northampton County Council
that it does hereby authorize the County of Northampton, Easton, Pennsylvania, to
lease from John J. Blair and Susan Blair approximately 2,593 rentable square feet of
office space identified as 1404 Walter Street, Bethlehem, Pennsylvania, for an initial
rent of $4,375.69 per month. The terms and conditions of the lease shall be in
accordance with the lease agreement, a copy of which is attached hereto and made a
part hereof as Exhibit "A".

Effective Date - This ordinance shall become effective thirty days after the
date of enactment.

This ordinance was advertised on the ______ day of ________ 2018 and was
adopted by the Northampton County Council on the ______ day of ________ 2018.

Attest:

Linda M. Zenbo
Clerk to Council

Ronald R. Heckman
County Council Vice President

Lamont G. McClure
County Executive

(J:\2018\bills\b-lease03-2-04)
Lease Agreement: Pennsylvania District Court No. 03-2-04

This Lease Agreement is made and entered into on the ____ day of ___________ 2018, between JOHN J. BLAIR and SUSAN BLAIR referred to in this Lease Agreement as Lessor and/or Landlord and the COUNTY OF NORTHAMPTON, a Pennsylvania Municipal Corporation located at Northampton County Government Center, 669 Washington Street, Easton, PA, 18042, referred to in this Lease Agreement as Lessee.

LESSOR LEASES TO LESSEE AND LESSEE LEASES FROM LESSOR THE PROPERTY LOCATED AT 1404 WALTER STREET, BETHLEHEM, PA, 18015, HEREAFTER CALLED LEASED PREMISES. THE LEASED PREMISES CONSIST OF APPROXIMATELY 2,593 RENTABLE SQUARE FEET OF SPACE.

ARTICLE 1. TERM

1.01 Lease Term. The term of this Lease Agreement shall be for ten (10) years commencing on January 1, 2019 and ending on December 31, 2028.

1.02. Automatic Renewal. This Lease Agreement shall continue to renew for a like term of ten (10) under the same terms and conditions as stated in this Lease Agreement unless either party gives notice in writing to the other party at least six (6) months prior to the end of this Lease Agreement term, of its intention to terminate the Lease Agreement.

ARTICLE 2. RENT

2.01. Initial Rent. Lessee will pay to Lessor the sum of $4,375.69 per month from the commencement of the term of this Lease Agreement and continue throughout the original Lease Agreement term. The rent is due and payable on the first day of each month. The above initial rent is based upon a cost of $20.25 per square foot multiplied by 2,593 square feet.

2.02. Adjustment to Annual Rent. At the beginning of the third and fifth and seventh full Lease Agreement year, the rent for the Leased Premises shall be adjusted as follows:

(a) The Consumer Price Index for the purposes of this Lease Agreement shall be the Consumer Price Index for All Items for All Urban Consumers which is published by the Bureau of Labor Statistics of the United States Department of Labor applicable to the Lehigh Valley area. For all items, 1982–84=100. If the Consumer Price Index ceases to be published by the United States Department of Labor, Bureau of Statistics, the calculation shall be based on the closest successor index as identified by the United States Department of Labor. If no such successor
exists, the calculation shall be based on an index that is mutually agreed upon between the parties.

(b) The Base Date shall be the calendar month preceding the dated commencement of this Lease Agreement.

(c) The adjusted annual rent shall be determined by multiplying the annual rent by a fraction, the numerator of which shall be the Consumer Price Index for the month at the conclusion of the second full Lease Agreement year and the fourth full Lease Agreement year (the “Comparison Date”), as the case may be, and the denominator of which shall be the Consumer Price Index for the Base Date. The resulting sum, if greater than the annual rent payable in Paragraph 2.01., shall be the adjusted rent payable in twelve (12) equal monthly installments, commencing with the month following the Comparison Date.

(d) The rent at the commencement of the first year of the renewal term may be adjusted as the Lessor and Lessee shall mutually agree. Modification shall be in writing and signed by both Lessor and Lessee either by addendum or integration.

ARTICLE 3. USE OF PREMISES

3.01. Permitted Use. Lessee will use the Leased Premises for the operation of a District Court of the Minor Judiciary of the Commonwealth of Pennsylvania and all related functions.

3.02. Signs. Lessee shall have the right to erect signs on the outside of the Leased Premises in accordance with all applicable State and Municipal laws, ordinances and regulations.

3.03. Governmental Functions. It is understood and agreed between the parties hereto that the purpose for which these premises are being leased is a governmental function, thereby granting the Lessee the authority to terminate the Lease Agreement.

3.04. Use of Common Areas. As may be applicable to the Leased Premises, restrooms, elevators, stairs, hallways, lobbies, parking lots, courtyards, walkways and all other common areas of the Building are for the joint use of all Lessees of the Building. Lessee and its officers, employees, agents and invitees will use such common areas in a reasonable, orderly and sanitary manner in cooperation with all other Lessees and their officers, employees, agents and invitees.
ARTICLE 4. SERVICES, MAINTENANCE, AND SURRENDER

4.01. Services and Maintenance by Lessor. Lessor shall furnish the Leased Premises with all utilities and services required by any local, state or federal law or regulation, including but not limited to the following services and maintenance:

(a) Heat and Air Conditioning. Lessor shall provide heat, ventilation and air conditioning and maintain under all conditions air devoid of contaminants or offensive odors and a temperature not lower than 68° Fahrenheit nor higher than 74° Fahrenheit and a relative humidity of not more than 50%.

(b) Elevators. If applicable, Lessor shall provide elevator service in common with other Lessees and occupants of the building along with the invitees of Lessees and occupants.

(c) Electricity. Lessor shall provide electric current service for lighting and ordinary business appliances. Lessee will operate data processing equipment utilized by the Court of Common Pleas and Commonwealth of Pennsylvania. It shall be Lessor’s responsibility to provide electrical service including supply lines capable of operating that equipment throughout the term of this Lease Agreement or any renewal or extension thereof.

(d) Telephone. Lessor shall provide that telephone lines are and continue to be accessible to the premises. Nothing in this Lease Agreement shall be construed to mean that Lessor is responsible or liable for telephone service to the premises.

(e) Water. Lessor shall provide hot and cold water for all lavatory and drinking purposes.

(f) Plumbing. Lessor shall provide operating bathroom facilities within the premises.

(g) Parking. Lessor shall provide adequate parking for employees and public use. In any event, Lessor shall provide not less than eight (8) off street parking spaces for the sole use of Lessee and its invitees.

(h) Janitorial Service. Lessor shall remove trash and garbage, pay for recycling costs and replace light globes or fluorescent tubes in the lighting fixtures.

(i) Carpeting. Lessor shall provide and maintain commercial grade carpeting in good condition throughout the term of this lease. Lessee shall have the right to approve the color of such carpeting prior to installation. The carpeting
shall cover all office space wall to wall and cover at least one-third of the District Justice’s Courtroom in an area to be designated by the Lessee.

(j) **Paint.** Lessor shall paint the premises every three (3) years as designated by the Lessee in a color acceptable to the Lessee.

(k) **Maintenance of Common Areas.** Lessor shall maintain the public and common areas of the Building and the property on which the Building is situated including lobbies, elevators, stairs, corridors, restrooms, walkways, lawns, courtyards and parking areas in reasonably good order and condition including appropriate landscaping of outdoor areas. Maintenance includes, but is not limited to, snow and ice removal from walks, driveways and parking areas upon a timely basis by Lessor.

(l) **Maintenance of Building Structure.** Lessor shall be solely responsible for the maintenance of the structure of the building, including but not limited to, the roof, exterior walls (including windows), floors and foundation. Lessor shall make all repairs that may be needed to the mechanical, HVAC, electrical and plumbing systems in and servicing the Leased Premises, and all repairs to exterior windows and glass in a timely fashion.

4.02. **Maintenance of Services.** Lessor shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilation and other systems set forth in Paragraph 4.01. and such other systems as are required to perform and maintain the above services. All such services shall be in operating order twenty-four (24) hours per day. If any such system shall not be in proper operating order for a period in excess of twenty-four (24) hours, Lessee shall have the right to repair and maintain said non-operating system and to abate the monthly rental payment otherwise due under the terms of Article 2 above until such time as the services are fully restored.

4.03. **Maintenance and Surrender by Lessee.** Except as provided in Paragraph 4.01., Lessee shall maintain the Leased Premises throughout the Lease Agreement term and any extensions of that term and keep them free from waste or nuisance. At the termination of the Lease Agreement, Lessee shall deliver the Leased Premises in as good a condition and state of repair as they were in at the time Lessor delivered possession to Lessee, except for reasonable wear and tear and damage by fire, flood or other casualty.

**ARTICLE 5. TAXES**

5.01. **Real Property Taxes and Assessments.** Lessor shall pay and fully discharge all real property taxes, special assessment, and governmental charges of every character imposed on the Leased Premises during the term of this Lease Agreement, including any
special assessments imposed on or against the Leased Premises for the construction or improvement of public works.

5.02. Payment of County Taxes. Lessor certifies as a condition precedent to the execution of the Lease Agreement and as an inducement for County to execute same, that Lessor is not delinquent on any taxes owed to County. Delinquent is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Northampton County Tax Claim Bureau. Lessor further agrees as a specific condition of this Agreement that it shall remain current on all of the taxes it owes to County. Should Lessor become delinquent on any taxes it owes to County during the term of this Lease Agreement, Lessor may be deemed to be in breach of this Lease Agreement by County and in addition to any other remedies for such breach, Lessor hereby specifically agrees and authorizes County to apply funds when due Lessor directly to the taxes owed to County until said taxes are paid in full. In the event Lessor becomes delinquent it hereby authorizes County to make direct payment to the taxing authority in order to bring Lessor’s County taxes current.

ARTICLE 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND FIXTURES

6.01. Consent of Lessor. Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions or improvements shall not be unreasonably denied by Lessor.

6.02. Fixtures. Lessee has the right at all times to erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances and regulations. Lessee shall have the right to remove such items at the termination of this Lease. Prior to the termination of this Lease Agreement, Lessee must repair any damage caused by removal of any fixtures. Any furniture or fixtures that have not been removed by Lessee at the termination of this Lease Agreement shall become the property of Lessor.

ARTICLE 7. DAMAGE OR DESTRUCTION

7.01. Notice to Lessor. If the Leased Premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, flood or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor.

7.02. Total Destruction. If the Leased Premises are totally destroyed by fire, flood or other casualty, or if the Building or Leased Premises should be so damaged by such a cause that rebuilding or repairs cannot, in Landlord’s reasonable judgment, be completed within thirty (30) working days this Lease Agreement shall terminate, and rent shall be
abated for the unexpired portion of this Lease Agreement, effective as of the date of written notification as provided in Paragraph 7.01.

7.03. Partial Destruction. If the Leased Premises are damaged by fire, flood or other casualty but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) days, this Lease Agreement shall not be terminated except as provided in Subparagraphs (a) and (b).

(a) If the partial destruction of the Leased Premises occurs prior to the final two (2) months of the Lease Agreement term, Lessor shall at its sole cost and risk, proceed immediately to rebuild or repair the damaged buildings and improvements to substantially the condition in which they existed prior to such damage. If the Leased Premises are untenantable in whole or in part following such damage, the rent payable during the period in which they are untenantable shall be abated. In the event that Lessor should fail to complete such rebuilding or repairs within thirty (30) days from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may terminate this Lease by providing ten (10) days written notice to Lessor. On such notification, all rights and obligations under this Lease Agreement shall cease.

(b) If partial destruction of the Leased Premises occurs in the final two (2) months of the Lease Agreement term or if any mortgagee holding a lien on the Building refuses to permit insurance proceeds to be applied to the restoration of the Leased Premises or if the insurance proceeds available for restoration are not sufficient to restore the Leased Premises to substantially its condition prior to the casualty, Lessor need not rebuild or repair the Leased Premises and shall notify Lessee in writing of its intention not to rebuild or repair. If Lessor elects not to rebuild or repair the Leased Premises and the Leased Premises are untenantable in whole or in part following such damage, Lessee may elect to terminate the Lease as of the date of Lessee’s notice described in Paragraph 7.01 above or to continue the Lease with the rent for the remainder of the Lease period adjusted equitably. Lessee shall notify Lessor of such election within thirty (30) days after receipt of Lessor’s notice described above.

ARTICLE 8. INSURANCE

8.01. Lessor Property Insurance. Lessor shall, at Lessor’s sole expense, secure and maintain during the term of this Lease Agreement, fire and extended coverage insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania in an amount equal to the value of the Leased Premises and other improvements on the Leased Premises provided that insurance in that amount can be obtained and if not then for the highest percentage that can be obtained.
8.02. **Lessor Liability Insurance.** Landlord shall maintain comprehensive general liability insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania under primary and or excess policies having a combined single limit for any one (1) occurrence of not less than $500,000.

8.03. **Lessor Certificate of Insurance.** Lessor shall deliver to Lessee copies of certificates of insurance showing that policies in compliance with paragraphs 7(a) and 7(b) are in effect. All policies of insurance will require the insurer to notify Landlord and Tenant at least thirty (30) days prior to cancellation, amendment or revision of coverage.

8.04. **Lessee Property Insurance.** Lessee shall, at Lessee’s sole expense, secure and maintain during the term of this Lease Agreement, fire and extended coverage insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania in an amount equal to the value of the Lessee’s property provided that insurance in that amount can be obtained and if not then for the highest percentage that can be obtained.

8.05. **Lessee Liability Insurance.** Lessee shall, at Lessee’s sole expense, secure and maintain during the term of this Lease Agreement a comprehensive policy of general liability naming Lessor as an additional insured.

**ARTICLE 9. CONDEMNATION**

9.01. **Total Condemnation.** If the whole of the Leased Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation or in the event of a conveyance in lieu thereof or if any of part the Building is taken by condemnation this Lease Agreement shall terminate on the date when title vests in the condemning authority.

9.02. **Partial Condemnation.** If any part of the Leased Premises shall be so taken or conveyed and if such partial taking or conveyance shall render the Leased Premises unsuitable for the business of the Lessee or if any of the Building is taken or conveyed and in Lessor’s sole opinion it would be impractical or the condemnation proceeds are insufficient to restore the remainder of the Building the term of this Lease Agreement shall cease and terminate as of the date on which title to the leased Premises or Building vests in the condemning authority. In the event such partial taking or conveyance is not extensive enough to render the Leased Premises unsuitable for the business of Lessee, in Lessee’s sole opinion, this Lease Agreement shall continue in full force and effect except that the rent shall be adjusted equitably during the unexpired portion of the Lease Agreement.

9.03. **Lessee’s Damages.** Lessee shall have the right to claim and recover from the condemning authority or from the Lessor if appropriate, such compensation as may be
separately awarded or recoverable by Lessee under the Eminent Domain Code in Lessee's own right.

**ARTICLE 10. ACCESS AND INSPECTION BY LESSOR**

10.01. *Lessor's Right to Access and Inspection.* Lessor and its officers, agents, employees and representatives shall have the right to enter the Leased Premises at reasonable hours for purposes of inspection, cleaning, maintenance, repairs, alterations or additions as Lessor may deem necessary or to show the Leased Premises to prospective Lessees, purchasers or lenders.

**ARTICLE 11. ASSIGNMENT AND SUBLEASE**

11.01. *Assignment and Subletting by Lessee.* Lessee reserves the right to assign this Lease Agreement or sublet any or all of the Leased Premises during the term of this Lease Agreement or any extension thereof with the prior written approval of Lessor. Such written authorization shall not be unreasonably withheld by Lessor.

**ARTICLE 12. DEFAULT**

12.01. *Lessee's Default.* Each of the following events shall be deemed to be events of default by Lessee under this lease:

(a) Lessee fails to promptly pay any installment of rent due under this Lease Agreement except when abatement of rent is permitted herein.

(b) Lessee fails to comply with any term, provision or covenant of this Lease other than the payment of rent and does not cure the failure within thirty (30) days after written notice of the failure to Lessee.

12.02. *Remedies for Default.* On the occurrence of any event of default specified in Paragraph 11.01., Lessor shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease Agreement. In such a case Lessor may take any or all of the following action:

(a) Terminate this Lease Agreement without prior notice.

(b) Sue Lessee in court to recover possession of the Leased Premises.

(c) Sue Lessee to recover the whole balance of the rent and charges owed for the remaining Lease Agreement term.

(d) Sue Lessee for all damages, including reasonable attorney’s fees
resulting from Lessee’s violation of any terms, conditions, rules or regulations in this Lease Agreement.

12.03. Lessor’s Default. If Lessor defaults in the performance of any term, covenant or condition required to be performed by it under this Lease Agreement, Lessee may elect to do either one (1) of the following:

(a) After not less than ten (10) days’ notice to Lessor, Lessee may remedy such default by any necessary action and in connection with such remedy may pay expenses and employ counsel. All sums expended or obligations incurred by Lessee in connection with remedying Lessor’s default shall be paid by Lessor to Lessee on demand and on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct these costs and expenses from rent subsequently becoming due under this Lease.

(b) Lessee may terminate this Lease on giving at least ten (10) days’ notice to Lessor of such intention. In the event Lessee elects this option, the Lease Agreement will be terminated on the date designated in Lessee’s notice unless Lessor has cured the default prior to expiration of the ten (10) day period.

12.04. Cumulative Remedies. Pursuit of any one of the remedies provided in this Lease Agreement by either Lessor or Lessee shall not preclude pursuit of any of the other remedies provided in this Lease Agreement or by law. Pursuit of any remedy provided in this Lease Agreement or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions and covenants contained in this Lease Agreement, nor shall pursuit of any remedies provided in this Lease Agreement by Lessor constitute a waiver or forfeiture of any rent due to Lessor under this Lease Agreement.

12.05. Waiver of Default. No waiver by either party of any default or violation or breach of any of the terms, provisions or covenants contained in this Lease Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants of the Lease Agreement. Forbearance by either party to enforce one (1) or more of the remedies provided in this Lease Agreement or by law on an event of default shall not be deemed or construed to constitute a waiver of such default.

ARTICLE 13. COUNTY ADMINISTRATIVE CODE PROVISIONS

13.01. Breach of Lease Agreement.

(a) The Lessor agrees that any breach of performance of any covenant, representation, warranty, indemnity or condition including those set forth in the
attached appendices, if any, shall constitute default of this Lease Agreement.

(b) When a breach of Lease Agreement has occurred, Lessee, in the exercise of its discretion may allow the Lessor a specific period of time to correct its breach of the contract. Such period of time shall not exceed thirty (30) days.

(c) If Lessor does not correct its violation of the Lease Agreement as specified, Lessee may terminate the contract in whole or in part if such partial termination is in the best interest of the County.

13.02. Undue Influence. Lessor agrees not to hire any County personnel who have exercised discretion in the awarding, administrating or continuance of this lease for up to and including one (1) year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this contract.

13.03. Conflict of Interest. Lessor agrees to notify Lessee in writing as soon as Lessor learns that:

(a) A current employee of Lessee has commenced, or is intending to commence employment with the Lessor while continuing to maintain County employment or:

(b) A current employee of Lessee has performed, or is intending to perform, services to Lessor as an independent contractor while continuing to maintain County employment. Written notice required to be given under this section shall specify Lessee’s employee’s name and the nature and commencement date of the County employee’s employment or contract with the Lessor.

13.04. Appropriation of Funds. This contract is contingent upon the proper appropriation of funds by Northampton County Council in accordance with the Northampton County Home Rule Charter and Administrative Code.

13.05. Non-appropriation of funds. In the event of non-appropriation of funds, at any time during the term of the Lease Agreement, which would prevent Lessee from making payment under the terms and conditions of the contract, Lessee may terminate the Lease Agreement without the assessment of any termination charges or financial penalties against Lessee by providing written notice of intent to terminate to the Lessor.

ARTICLE 14. MISCELLANEOUS

14.01. Americans with Disabilities Act. Landlord agrees that the premises comply with all provisions of the Americans with Disabilities Act.
14.02. Notices and Addresses. All notices to be given under this agreement shall be
given by certified mail or registered mail, postage prepaid, return receipt requested,
addressed to the proper party, at the following addresses:

Lessor: John J. Blair and Susan Blair
1412 Walter Street,
Bethlehem, PA 18015

Lessee: County of Northampton
Office of the Solicitor
Northampton County Government Center
669 Washington Street
Easton, PA 18042

Either party may change the address to which notices are to be sent by giving the
other party notice of the new address in the manner provided in this Paragraph. Notice
by registered or certified mail shall be deemed given on the third business day following
deposit in the mail.

14.03. Landlord shall comply with the terms set forth in Exhibit “A” which is
attached to this Lease. In the event a conflict arises during the Lease term, the
provisions set forth in Exhibit “A” shall control.

14.04. Binding Successors and Assigns. All rights and liabilities given to, or imposed
upon the respective parties to this Lease Agreement shall extend to and bind the several
respective successors and assigns of the parties when otherwise permitted by this Lease
Agreement.

14.05. Reasonableness. In all instances when Lessor’s or Lessee’s consent,
permission or approval is required, the same shall not be unreasonably refused, withheld
or delayed.

14.06. Pennsylvania Law to Apply. This Lease Agreement shall be governed by and
construed in accordance with the laws of the Commonwealth of Pennsylvania. All
obligations of the parties created by this Lease Agreement are performable in
Northampton County, Pennsylvania.

14.07. Legal Construction. In the event any one (1) or more of the provisions
contained in this Lease Agreement shall for any reason be held to be invalid, illegal or
unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect
any other provision of the Lease Agreement and this Lease Agreement shall be construed
as if such invalid, illegal or unenforceable provision had never been included in the Lease
Agreement.
14.08. *Prior Agreements Superseded.* This Lease Agreement constitutes the only agreement between Lessor and Lessee and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

14.09. *Amendment.* No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless in writing, dated subsequent to the date of this Lease Agreement and duly executed by the Lessor and Lessee.

14.10. *Time of Essence.* Time is of the essence of this Lease Agreement.

In Witness Whereof, the parties hereto execute this Lease Agreement and intend to be legally bound hereby.

**LESSOR'S NAME:** JOHN J. BLAIR AND SUSAN BLAIR

By: ____________________________

John J. Blair

By: ____________________________

Susan Blair

**LESSEE:** COUNTY OF NORTHAMPTON

By: ____________________________

Lamont. G. McClure
County Executive
October 10, 2018

Debra C. French
Deputy Court Administrator
Northampton County
Court of Common Pleas
3rd Judicial District
669 Washington Street
Easton PA 18042

Dear Ms. French:

I have spoken with MDJ Alan Mege. I am willing to make the following changes listed below. This is in responding to the attached letter about a lease proposal outline of terms to change the lease terminating on December 31, 2018.

Amendment A
The items that we agree to are the following:
1. Raised bench
2. Glass treated so people outside the court cannot see inside, or window coverings
3. Bollards installed outside to prevent cars from crashing into glass windows
4. Holding cell for incarcerated defendants
5. Upgrade plumbing and toilets
6. Additional exterior lighting
7. Different ceiling or wall material to avoid noise issues between the court room and foyer
8. Additional storage space
9. Rearrange office space so Judge’s personal office is adjacent to the courtroom. See attached layout.

Amendment B
1) Make current entrance to storage solid and make new radius wall the entrance - no charge
   A. Add shelving similar to current
2) Move door to pull after room to left
3) Door from back of courtroom and public conf. room should be metal (can remove and use current one) – no charge
4) Paint interior and newer carpeting – no charge
5) Small one way window looking into public conf. room from second area and looking into courtroom
6) Move ADT panel from right of public entrance to left at stated entrance – panel cannot be moved
7) Antenna on roof with cable to room with computer/IT closet to allow for cell phone reception -- no
8) Awning and exterior lights at staff entrance, Judge entrance
9) Gate and fence at least 6 foot to deter evasion and hide evocation
10) Door from holding/conf into courtroom needs medium smash proof window
11) 2nd level of shelving or cubbies under glass portion/counter area -- no charge
12) Possible to have 4 reserved parking spots on side of building Instead of current 3 -- no charge
13) Replace missing/damaged door stops -- no charge
14) Network jacks and outlets needed in judge’s chambers -- no charge
15) Lock rail in public conf room so it can be used to hold 2nd prisoner if needed
16) Sound proof to courtroom walls to minimize noise from lobby/public conf room -- no charge

New Lease Term – The term of the lease agreement shall be for ten years commencing on January 1, 2019 and ending on December 31, 2028.

Automatic Renewal - This lease agreement shall continue to renew for a term of ten years under the same terms and conditions as stated in this lease agreement unless either party gives notice in writing to the other party at least six months prior to the end of this lease agreement term, of its intention to terminate the lease agreement.

Initial Rent – Lessee will pay to the Lessor the sum of $4,375.69 per month from the commencement of the term of this lease agreement and continue throughout the original lease agreement term. The rent is due and payable on the first of each month. The above Initial rent is based upon a cost of $20.25 per square foot multiplied by 2,593 square feet.

Adjustment to Annual Rent – At the beginning of the third, fifth and seventh full lease agreement year, the rent for the leased premises shall be adjusted as follows:

a) The consumer price index for the purposes of this lease agreement shall be the consumer price index for all items for the urban consumers which is published by the Bureau of Labor Statistics of the United States Department of Labor applicable to the Lehigh Valley area. If the Consumer Price Index ceases to be published by the united State Department of Labor, Bureau of Statistics, the calculation shall be based on the closest successor index as identified by the United States Department of Labor. If no such successor exists, the calculation shall be based on an index that is mutually agreed upon between the parties.

b) The base date shall be the calendar month preceding the dated commencement of this lease agreement.

c) The adjusted annual rent shall be determined by multiplying the annual rent by a fraction, the numerator of which shall be the Consumer Price Index for the month at the conclusion of the second full Lease Agreement year, the fourth full Lease Agreement year (the “Comparison Date”), as the case may be, and the denominator of which shall be the Consumer Price Index for the Base Date. The resulting sum, if greater than the annual rent payable in Paragraph 2.01, shall be the adjusted rent payable in the twelve equal monthly installments, commencing with the month following the Comparison Date.

d) The rent at the commencement of the first year of the renewal term may be adjusted as the Lessor and Lessee shall mutually agree. Modification shall be in writing and signed by both lessor and lessee either by addendum or integration.
If you have any questions or need any further information please contact me at 610-442-3114. This is just a draft of the start of the lease. Thank you for your time and I look forward to speaking with you.

Sincerely,

John J Blair
Owner
jib/blh
Enclosures
Title:

AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF
NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 2,650 RENTABLE
SQUARE FEET OF OFFICE SPACE IDENTIFIED AS 1710 BUTLER STREET, EASTON,
Pennsylvania, FROM JAMES S. GARAFALO, EASTON, PENNSYLVANIA

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.14
Purchase, Sale and Lease of Real Estate Section c. (1) Purchase/Sale/Lease of Real
Estate, provides, "The County Executive, or his designee, may negotiate a contract for
the purchase, sale or lease (with the County as lessor or lessee) of real estate. Any
such purchase/sale/lease shall be approved by County Council, and no such contract
shall bind the County nor shall any conveyance be lawful, until County Council
approves of the terms of the purchase/sale/lease'; and

WHEREAS, Northampton County Home Rule Charter Article 602 (a)(6) provides that
the Northampton County Council shall enact an ordinance for any act which "purchase,
conveys, leases or authorizes the purchase, conveyance or lease of any real property
of the County'.

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by Northampton County Council
that it hereby authorize the County of Northampton, Easton, Pennsylvania, to
lease from James S. Garafo, 1700 Northampton Street, Easton, Pennsylvania, approximately 2,650 rentable square feet of office space identified as 1710 Butler
Street, Easton, Pennsylvania, for an initial rent of $3,060.00 per month. The terms
and conditions of the lease shall be in accordance with the lease agreement, a copy of
which is attached hereto and made a part hereof as Exhibit "A'.

Effective Date - This ordinance shall become effective thirty days after the
date of enactment.

This ordinance was advertised on the_____ day of_______ 2018 and was
adopted by the Northampton County Council on the____ day of_______ 2018.

Attest:

Linda M. Zembo
Clerk to Council

Ronald R. Heckman
County Council Vice President

Lamont G. McClure
County Executive
Lease Agreement:  
Pennsylvania District Court No. 03-2-12

This Lease is made and entered into on the ___ day of ______, 2018, between JAMES S. GARAFALO, of 1700 NORTHAMPTON STREET, EASTON, PA 18042, referred to in this Lease as Lessor and/or Landlord, and the COUNTY OF NORTHAMPTON, a Pennsylvania Municipal Corporation, Northampton County Government Center, 669 Washington Street, Easton, PA 18042, referred to in this Lease as Lessee.

LESSOR LEASES TO LESSEE, AND LESSEE LEASES FROM LESSOR, THE PROPERTY LOCATED AT 1710 BUTLER STREET, EASTON, PA, 18042 HEREAFTER CALLED LEASED PREMISES. THE LEASED PREMISES CONSISTS OF APPROXIMATELY 2,650 RENTABLE SQUARE FEET OF SPACE.

ARTICLE 1. TERM

1.01. Lease Term. The term of this Lease shall be for one (1) year, commencing on January 1, 2019, and ending on December 31, 2019.

1.02. Automatic Renewal. This Lease will continue to renew for a like term of one (1) year under the same terms and conditions as stated in this Lease unless either party gives notice, in writing to the other party at least six (6) months prior to the end of this Lease term, of its intention to terminate the Lease agreement. The Lease shall continue to renew unless terminated by either party in accordance with this section of the Lease.

ARTICLE 2. RENT

2.01. Initial Rent. Lessee will pay to Lessor the sum of $3,060.00 per month, from the commencement of the term of this Lease and continuing throughout the original Lease term, on the first day of each month.

ARTICLE 3. USE OF PREMISES

3.01. Permitted Use. Lessee will use the Leased Premises for the operation of a District Court of the Minor Judiciary of the Commonwealth of Pennsylvania and related functions.

3.02. Signs. Lessee shall have the right to erect appropriate signs on the outside of the Leased Premises in accordance with applicable State and Municipal laws, ordinances and regulations.

3.03. Governmental Functions. It is understood and agreed between the parties hereto that the purpose for which these premises are being leased is a governmental
function. County shall have the authority to cancel this Contract upon sixty (60) days’ notice to Lessor.

3.04. Use of Common Areas. As may be applicable to the Leased Premises, restrooms, elevators, stairs, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Building are for the joint use of all Lessees of the Building. Lessee and its officers, employees, agents, and invitees will use such common areas in a reasonable, orderly, and sanitary manner in cooperation with all other Lessees and their officers, employees, agents, and invitees.

ARTICLE 4. SERVICES, MAINTENANCE, AND SURRENDER

4.01. Services and Maintenance by Lessor. Lessor shall furnish the Leased Premises with all utilities and services required by any local, state or federal law or regulation, including, but not limited to, the following services and maintenance:

(a) Heat and Air Conditioning. Heat, ventilation and air conditioning to provide and maintain under all conditions air devoid of contaminants or offensive odors and a temperature not lower than 68°F Fahrenheit nor higher than 74°F Fahrenheit, and a relative humidity of not more than 50%.

(b) Elevators. If applicable, elevator service in common with other Lessees and occupants of the Building, and the invitees of Lessees and occupants.

(c) Electricity. Lessor shall provide electric current service for lighting and ordinary business appliances. Lessee will operate data processing equipment utilized by the Court of Common Pleas and Commonwealth of Pennsylvania. It shall be Lessor’s responsibility to provide electrical service capable of operating that equipment throughout the term of this Lease or any renewal or extension thereof.

(d) Telephone. Lessor shall provide that telephone lines are and continue to be accessible to the premises. Nothing in this Lease Agreement shall be construed to mean that Lessor is responsible or liable for telephone service to the premises.

(e) Water. Hot and cold water for lavatory and drinking purposes.

(f) Plumbing. Operating bathroom facilities within the premises.

(g) Parking. Lessor shall provide adequate parking for employees and public use. In any event, Lessor shall provide not less than eight (8) off street parking spaces for the sole use of Lessee and its invitees.

(h) Janitorial Service. Removal of trash and garbage, recycling costs, and replacement of light globes or fluorescent tubes in the lighting fixtures.
(i) **Carpeting.** Lessor shall provide and maintain commercial grade carpeting in good condition throughout the term of this Lease. Lessee shall have the right to approve the color and design of such carpeting prior to the installation. The carpeting shall cover all office space wall to wall and cover at least one-third of the District Justice's Courtroom in an area to be designated by the Lessee.

(j) **Paint.** Lessor shall paint the premises every three (3) years as designated by the Lessee in a color acceptable to the Lessee.

(k) **Maintenance of Common Areas.** Maintenance of the public and common areas of the Building and the property on which the Building is situated, including lobbies, elevators, stairs, corridors, restrooms, walkways, lawns, -courtyards, and parking areas, in reasonably good order and condition, including appropriate landscaping of outdoor areas. Maintenance includes, but is not limited to, snow and ice removal from walks, driveways and parking areas upon a timely basis by Lessor.

(l) **Maintenance of Building Structure.** Maintenance of the structure of the Building, including but not limited to, the roof, exterior walls (including windows), floors, and foundation. Lessor shall make all repairs which may be needed to the mechanical, HVAC, electrical and plumbing systems in and servicing the Premises, and all repairs to exterior windows and glass in a timely fashion.

4.02. **Maintenance of Services.** Lessor shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilation and other systems set forth in Paragraph 4.01 and such other systems as are required to perform and maintain the above services. All such services shall be in operating order twenty-four hours per day. If any such system shall not be in proper operating order for a period in excess of twenty-four hours, then Lessee shall have the right to repair and maintain said non-operating system and to abate the monthly rental payment otherwise due under the terms of Article 2 above until such time as the services are fully restored.

4.03. **Maintenance and Surrender by Lessee.** Except as provided in Paragraph 4.01, Lessee shall maintain the Leased Premises throughout the Lease term and any extensions of that term, and keep them free from waste or nuisance. At the termination of the Lease, Lessee shall deliver the Premises in as good a condition and state of repair as they were in at the time Lessor delivered possession to Lessee, except for reasonable wear and tear and damage by fire, flood, or other casualty.
ARTICLE 5. TAXES

5.01. Real Property Taxes and Assessments. Lessor shall pay and fully discharge all real property taxes, special assessments, and governmental charges of every character imposed on the Leased Premises during the term of this Lease, including any special assessments imposed on or against the Premises for the construction or improvement of public works.

5.02. Payment of County Taxes. Lessor certifies, as a condition precedent to the execution of the Agreement, and as an inducement for County to execute same, that Lessor is not delinquent on any taxes owed to County. Delinquent is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Northampton County Tax Claim Bureau. Lessor further agrees, as a specific condition of this Agreement, that it shall remain current on all of the taxes it owes to County. Should Lessor become delinquent on any taxes it owes to County during the term of this Agreement, Lessor may be deemed to be in breach of this Agreement by County and, in addition to any other remedies for such breach, Lessor hereby specifically agrees and authorizes County to apply funds when due lessor directly to the taxes owed to County until said taxes are paid in full. In the event Lessor becomes delinquent, it hereby authorizes County to make direct payment to the taxing authority in order to bring Lessor’s County taxes current.

ARTICLE 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS, AND FIXTURES

6.01. Consent of Lessor. Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

6.02. Fixtures. Lessee has the right at all times to erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations. Lessee shall have the right to remove such items at the termination of this Lease. Prior to the termination of this Lease, Lessee must repair any damage caused by removal of any fixtures. Any furniture or fixtures that have not been removed by Lessee at the termination of this Lease shall become the property of Lessor.

ARTICLE 7. DAMAGE OR DESTRUCTION

7.01. Notice to Lessor. If the Leased Premises or any structures or improvements on the Leased Premises should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor.
7.02. Total Destruction. If the Leased Premises are totally destroyed by fire, flood, or other casualty, or if the Building or Premises should be so damaged by such a cause that rebuilding or repairs cannot, in Landlord’s reasonable judgment, be completed within thirty (30) working days, this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in Paragraph 7.01.

7.03. Partial Destruction. If the Leased Premises are damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) days, this Lease shall not be terminated except as provided in Subparagraphs (a) and (b).

(a) If the partial destruction of the Leased Premises occurs prior to the final two (2) months of the Lease term, Lessor shall, at its sole cost and risk, proceed immediately to rebuild or repair the damaged buildings and improvements to substantially the condition in which they existed prior to such damage. If the Leased Premises are untenanted in whole or in part following such damage, the rent payable during the period in which they are untenanted shall be abated. In the event that Lessor should fail to complete such rebuilding or repairs within thirty (30) days from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may terminate this Lease by ten (10) days written notice to Lessor. On such notification, all rights and obligations under this Lease shall cease.

(b) If partial destruction of the Leased Premises occurs in the final two (2) months of the Lease term, or if any mortgagee holding a lien on the Building refuses to permit insurance proceeds to be applied to the restoration of the Leased Premises, or if the insurance proceeds available for restoration are not sufficient to restore the Premises to substantially its condition prior to the casualty, Lessor need not rebuild or repair the Premises and shall notify Lessee in writing of its intention not to rebuild or repair. If Lessor elects not to rebuild or repair the Premises and the Leased Premises are untenanted in whole or in part following such damage, Lessee may elect to terminate the Lease as of the date of Lessee’s notice described in Paragraph 7.01 above or to continue the Lease with the rent for the remainder of the Lease period adjusted equitably. Lessee shall notify Lessor of such election within thirty (30) days after receipt of Lessor’s notice described above.
ARTICLE 8. INSURANCE

8.01. Lessor Property Insurance. Lessor shall and will, at Lessor's sole expense, secure and maintain during the term of this Lease agreement, fire and extended coverage insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania, in an amount equal to the value of the Leased Premises and other improvements on the Leased Premises, provided that insurance in that amount can be obtained, and, if not, then for the highest percentage that can be obtained.

8.02. Lessor Liability Insurance. Landlord shall maintain comprehensive general liability insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania under primary and or excess policies having a combined single limit for any one (1) occurrence of not less than $500,000.

8.03. Lessor Certificate of Insurance. Lessor shall deliver to Lessee copies of certificates of insurance showing that policies in compliance with paragraphs 7(a) and 7(b) are in effect. All policies of insurance will require the insurer to notify Landlord and Tenant at least thirty (30) days prior to cancellation, amendment or revision of coverage.

8.04. Lessee Property Insurance. Lessee shall, at Lessee's sole expense, secure and maintain during the term of this Lease Agreement, fire and extend coverage insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania, in an amount equal to the value of the Lessee's property, provided that insurance in that amount can be obtained, and if not then for the highest percentage that can be obtained.

8.05. Lessee Liability Insurance. Lessee shall, at lessee's sole expense secure and maintain during the term of this Lease Agreement a comprehensive policy of general liability naming Lessor as an additional insured.

ARTICLE 9. CONDEMNATION

9.01. Total Condemnation. If the whole of the Leased Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation, or expropriation or in the event of a conveyance in lieu thereof or if any of part the Building is taken by condemnation, then this Lease shall terminate on the date when title vests in the condemning authority.

9.02. Partial Condemnation. If any part of the Leased Premises shall be so taken or conveyed and if such partial taking or conveyance shall render the Leased Premises unsuitable for the business of the Lessee, or if any of the Building is taken or conveyed and, in Lessor's sole opinion, it would be impractical or the condemnation proceeds are
insufficient to restore the remainder of the Building, then the term of this Lease shall cease and terminate as of the date on which title to the Leased Premises or Building vests in the condemning authority. In the event such partial taking or conveyance is not extensive enough to render the Premises unsuitable for the business of Lessee, in Lessee’s sole opinion, this Lease shall continue in full force and effect except that the rent shall be adjusted equitably during the unexpired portion of the Lease.

9.03. Lessee’s Damages. Lessee shall have the right to claim and recover from the condemning authority, or from the Lessor if appropriate, such compensation as may be separately awarded or recoverable by Lessee under the Eminent Domain Code in Lessee’s own right.

ARTICLE 10. ACCESS AND INSPECTION BY LESSOR

10.01. Lessor and its officers, agents, employees, and representatives shall have the right to enter the Leased Premises, at reasonable hours, for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Lessor may deem necessary, or to show the Premises to prospective Lessees, purchasers, or lenders.

ARTICLE 11. ASSIGNMENT AND SUBLEASE

11.01. Assignment and Subletting by Lessee. Lessee reserves the right to assign this Lease, or sublet any or all of the Leased Premises, during the term of this Lease or any extension thereof, with the prior written approval of Lessor. Such written authorization shall not be unreasonably withheld by Lessor.

ARTICLE 12. DEFAULT

12.01. Lessee’s Default. Each of the following events shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee fails to promptly pay any installment of rent due under this Lease, except when abatement of rent is permitted herein.

(b) Lessee fails to comply with any term, provision, or covenant of this Lease, other than the payment of rent, and does not cure the failure within thirty (30) days after written notice of the failure to Lessee.

12.02. Remedies for Default. On the occurrence of any event of default specified in Paragraph 11.01, Lessor shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease. Other than the notice of termination or notice to quit Lessee before taking action. In such a case lessor may take any or all of the following action:
(a) Terminate this Lease without prior notice.

(b) Sue Lessee in court to recover possession of the Leased Premises.

(c) Sue Lessee to recover the whole balance of the rent and charges owed for the remaining Lease term.

(d) Sue Lessee for all damages, including reasonable attorney's fees resulting from Lessee's violation of any terms, conditions, rules or regulations in this Lease.

12.03. Lessor's Default. If Lessor defaults in the performance of any term, covenant, or condition required to be performed by it under this agreement, Lessee may elect to do either one of the following:

(a) After not less than ten (10) days' notice to Lessor, Lessee may remedy such default by any necessary action and, in connection with such remedy, may pay expenses and employ counsel. All sums expended or obligations incurred by Lessee in connection with remedying Lessor's default shall be paid by Lessor to Lessee on demand and, on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct these costs and expenses from rent subsequently becoming due under this Lease.

(b) Lessee may terminate this Lease on giving at least ten (10) days' notice to Lessor of such intention. In the event Lessee elects this option, the Lease will be terminated on the date designated in Lessee's notice, unless Lessor has cured the default prior to expiration of the ten (10) day period.

12.04. Cumulative Remedies. Pursuit of any of the remedies provided in this Lease by either Lessor or Lessee shall not preclude pursuit of any of the other remedies provided in this Lease or by law. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions, and covenants contained in this Lease. Nor shall pursuit of any remedies provided in this Lease by Lessor constitute a waiver or forfeiture of any rent due to Lessor under this Lease.

12.05. Waiver of Default. No waiver by either party of any default or violation or breach of any of the terms, provision, or covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law on an event of default shall not be deemed or construed to constitute a waiver of such default.
ARTICLE 13. COUNTY ADMINISTRATIVE CODE PROVISIONS


(a) The Lessor agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, shall constitute default of this Contract.

(b) When a breach of contract has occurred, the County, in exercise of its discretion, may allow the Lessor a specific period of time to correct its breach of the contract. Such period of time shall not exceed thirty (30) days.

(c) If Lessor does not correct its violation of the contract as specified, the County may terminate the contract in whole or in part if such partial termination is in the best interest of the County.

13.02. Undue Influence. Lessor agrees not to hire any County personnel who have exercised discretion in the awarding, administrating or continuance of this lease for up to and including one (1) year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this Contract.

13.03. Conflict of Interest. Lessor agrees to notify in writing the County as soon as Lessor learns that:

(a) A current employee of the County has commenced, or is intending to commence, employment with the Provider while continuing to maintain County employment, or;

(b) A current employee of the County has performed, or is intending to perform, services to Lessor as an independent contractor while continuing to maintain County employment. Any written notice required to be given under this section shall specify the County employee’s (associate’s) name, the nature of the County employee’s (associate’s) employment nor contract with the Provider commenced.

13.04. Appropriation of Funds. This Contract is contingent upon the proper appropriation of funds by Northampton County Council, in accordance with the Northampton County Home Rule Charter and Administrative Code.

13.05. Non-appropriation of Funds. In the event of non-appropriation of funds, at any time during the term of the Contract, which would prevent the County from making payment under the terms and conditions of the Contract, the County may terminate the Contract, without the assessment of any termination charges or financial penalties against the County, by providing written notice to terminate to the contracting party.
ARTICLE 14. MISCELLANEOUS

14.01. Americans with Disabilities Act. Landlord agrees that the Premises complies with all provisions of the Americans with Disabilities Act.

14.02. Notices and Addresses. All notices to be given under this Agreement shall be given by certified mail or registered mail, postage prepaid, return receipt requested, addressed to the proper party, at the following addresses:

Lessor:  
James S. Garafalo  
1700 Northampton Street  
Easton, PA 18042

Lessee:  
County of Northampton  
Office of the Solicitor  
Northampton County Government Center  
669 Washington Street  
Easton, PA 18042

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this Paragraph. Notice by registered or certified mail shall be deemed given on the third business day following deposit in the mail.

14.03. Binding Successors and Assigns. All rights and liabilities given to, or imposed on, the respective parties to this Lease shall extend to and bind the several respective successors and assigns of the parties when otherwise permitted by this Lease.

14.04. Reasonableness. In all instances where Lessor’s or Lessee’s consent, permission, or approval is required, the same shall not be unreasonably refused, withheld, or delayed.

14.05. Pennsylvania Law to Apply. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created by this Agreement are performable in Northampton County, Pennsylvania.

14.06. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
14.07. Prior Agreements Superseded. This Lease constitutes the only Agreement between Lessor and Lessee and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter of this Lease.

14.08. Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the Lessor and Lessee.

14.09. Time of Essence. Time is of the essence of this Agreement.

In Witness Whereof, the parties hereto execute this Agreement, and intend to be legally bound hereby.

ATTEST

By: ____________________________
   Secretary

LEESOR

By: ____________________________
   James S. Garofalo

LESSEE: COUNTY OF NORTHAMPTON
NORTHAMPTON COUNTY,
Pennsylvania

ATTEST

By: ____________________________
   Clerk to Council

President
   County Council

By: ____________________________
   Lamont G. McClure
   County Executive
RESOLUTION
Number ??-2018

WHEREAS, Northampton County Resolution 17-79 provides that the fees charged by agencies and offices of Northampton County shall be set by the Northampton County Council by means of a resolution at such times and at such rates as deemed necessary; and

WHEREAS, on September 25, 2018, a Court Order was issued authorizing Court Cost Increases to take effect on January 1, 2019; and

WHEREAS, included in the Court Order was the payment distribution table allocating the Calendar Year 2019 Court Costs between the State and County.

NOW, THEREFORE, BE IT RESOLVED that any other fee schedule inconsistent herewith is hereby repealed insofar as the same affects the attached fee schedule.

ATTEST: 
INTRODUCED BY:

Linda M. Zembo
Clerk to Council

This resolution was adopted by the Northampton County Council at the meeting held _________, 2018.

(J:\2018\res\r-courtfees)
IN THE SUPREME COURT OF PENNSYLVANIA

IN RE: PROMULGATION OF FINANCIAL REGULATIONS PURSUANT TO 42 Pa.C.S. § 3502(a) : No. 503 JUDICIAL ADMINISTRATION DOCKET

ORDER

PER CURIAM

AND NOW, this 25th day of September, 2018, it is Ordered pursuant to Article V, Section 10(c) of the Constitution of Pennsylvania and Section 3502(a) of the Judicial Code, 42 Pa.C.S. § 3502(a), that the Court Administrator of Pennsylvania is authorized to promulgate the attached Financial Regulations. The costs outlined in the Financial Regulations are effective as of January 1, 2019.

To the extent that notice of proposed rule-making may be required by Pa.R.J.A. No. 103, the immediate promulgation of the regulations is hereby found to be in the interests of efficient administration.

This Order is to be processed in accordance with Pa.R.J.A. No. 103(b) and is effective immediately.
§ 29.401. Scope.
    The Pennsylvania Supreme Court, pursuant to Art. V, § 10 of the Pennsylvania Constitution, and 42 Pa.C.S. § 1721, has authorized by Administrative Order, the Court Administrator of Pennsylvania to promulgate regulations relating to the accounting methods to be utilized in connection with the collection of fees and costs charged and collected by prothonotaries, and clerks of courts of all courts of common pleas, or by any officials designated to perform the functions thereof, as well as by the minor judiciary, including magisterial district judges, and judges and staff of all divisions of the Philadelphia Municipal Court.

Under authority of said Administrative Order and pursuant to the authority vested in the governing authority under 42 Pa.C.S. § 3502(a) of the Judicial Code, the following regulations are adopted to implement Act 96 of 2010, 42 Pa.C.S. §§ 1725.1(f) and 3571(c)(4)(as amended).


(a) Civil cases. - In calendar year 2019, the costs to be charged by magisterial district judges in every civil case, except as otherwise provided in this section, shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Actions involving $500 or less</td>
<td>$54.00</td>
</tr>
<tr>
<td>(2)</td>
<td>Actions involving more than $500 but not more than $2,000</td>
<td>$72.00</td>
</tr>
<tr>
<td>(3)</td>
<td>Actions involving more than $2,000 but not more than $4,000</td>
<td>$89.50</td>
</tr>
<tr>
<td>(4)</td>
<td>Actions involving between $4,001 and $12,000</td>
<td>$134.50</td>
</tr>
<tr>
<td>(5)</td>
<td>Landlord-tenant actions involving $2,000 or less</td>
<td>$80.50</td>
</tr>
<tr>
<td>(6)</td>
<td>Landlord-tenant actions involving more than $2,000 but not more than $4,000</td>
<td>$98.50</td>
</tr>
<tr>
<td>(7)</td>
<td>Landlord-tenant actions involving more than $4,000 but not more than $12,000</td>
<td>$134.50</td>
</tr>
<tr>
<td>(8)</td>
<td>Order of execution</td>
<td>$40.50</td>
</tr>
<tr>
<td>(9)</td>
<td>Objection to levy</td>
<td>$18.00</td>
</tr>
<tr>
<td>(10)</td>
<td>Reinstatement of complaint</td>
<td>$9.00</td>
</tr>
<tr>
<td>(11)</td>
<td>Entering Transcript on Appeal or Certiorari</td>
<td>$4.50</td>
</tr>
</tbody>
</table>
Said costs shall not include, however, the cost of postage and registered mail which shall be borne by the plaintiff.

(a.1) Custody cases. — In calendar year 2019, the cost (in addition to the cost provided by general rule) to be charged by the court of common pleas shall be as follows:

(1) Custody cases, except as provided in section 1725(c)(2)(v) ........................................ $8.50

(b) Criminal cases. — In calendar year 2019, the costs to be charged by the minor judiciary or by the court of common pleas where appropriate in every criminal case, except as otherwise provided in this section, shall be as follows:

(1) Summary conviction, except motor vehicle cases .......................................................... $51.00

(2) Summary conviction, motor vehicle cases, other than paragraph (3) ................................ $40.50

(3) Summary conviction, motor vehicle cases, hearing demanded .......................................... $48.50

(4) Misdemeanor .................................................................................................................. $58.50

(5) Felony ................................................................................................................................ $67.50

Such costs shall not include, however, the cost of postage and registered mail which shall be paid by the defendant upon conviction.

(c) Unclassified costs or charges. — In calendar year 2019, the costs to be charged by the minor judiciary in the following instances not readily classifiable shall be as follows:

(1) Entering transcript of judgment from another member of the minor judiciary ........................................ $9.00

(2) Marrying each couple, making record thereof, and certificate to the parties .............................. $45.00

(3) Granting emergency relief pursuant to 23 Pa.C.S. Ch. 61 (relating to protection from abuse) ........ $18.00

(4) Issuing a search warrant (except as provided in subsection (d)) .............................................. $18.00

(5) Any other issuance not otherwise provided in this subsection ................................................. $18.00
§ 29.403 42 Pa.C.S. § 3571.
In calendar year 2019, Commonwealth portion of fines, etc.

***

(c) Costs in magisterial district judge proceedings.

(2) Amounts payable to the Commonwealth:

(i) Summary conviction, except motor vehicle cases............................................. $18.00

(ii) Summary conviction, motor vehicle cases other than subparagraph (iii).............................. $18.00

(iii) Summary conviction, motor vehicle cases, hearing demanded........................................ $18.00

(iv) Misdemeanor ........................................................................................................ $23.40

(v) Felony ................................................................................................................... $36.00

(vi) Assumpsit or trespass involving:
   (A) $500 or less......................................................................................................... $22.50
   (B) More than $500 but not more than $2,000......................................................... $36.00
   (C) More than $2,000 but not more than $4,000...................................................... $53.70
   (D) Between $4,001 and $12,000............................................................................ $89.50

(vii) Landlord-tenant proceeding involving:
   (A) $2,000 or less....................................................................................................... $35.80
   (B) More than $2,000 but not more than $4,000.................................................... $44.80
   (C) More than $4,000 but not more than $12,000.................................................. $62.80

(viii) Objection to levy.................................................................................................... $9.00

(ix) Order of execution................................................................................................. $27.00

(x) Issuing a search warrant (except as provided in section 1725.1(d)(relating to costs))................................................................. $12.60

(xi) Order of possession............................................................................................... $15.00

(xii) Custody cases (except as provided in section 1725(c)(2)(v))............................. $6.80
<table>
<thead>
<tr>
<th>Civil/Criminal/Other</th>
<th>Total Costs</th>
<th>County Cost</th>
<th>Prior Law</th>
<th>State Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Summary conviction, except motor vehicle cases</td>
<td>51.00</td>
<td>33.00</td>
<td>9.00</td>
<td>9.00</td>
</tr>
<tr>
<td>2. Summary conviction, motor vehicle cases other than subparagraph (3)</td>
<td>40.50</td>
<td>22.50</td>
<td>9.00</td>
<td>9.00</td>
</tr>
<tr>
<td>3. Summary conviction, motor vehicle cases, hearing demanded</td>
<td>48.50</td>
<td>30.50</td>
<td>9.00</td>
<td>9.00</td>
</tr>
<tr>
<td>4. Misdemeanor</td>
<td>58.50</td>
<td>35.10</td>
<td>12.60</td>
<td>10.80</td>
</tr>
<tr>
<td>5. Felony</td>
<td>67.50</td>
<td>31.50</td>
<td>14.40</td>
<td>21.60</td>
</tr>
<tr>
<td>6. Assumpsit or Trespass involving:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) $100 or less</td>
<td>54.00</td>
<td>31.50</td>
<td>4.60</td>
<td>17.90</td>
</tr>
<tr>
<td>B) $101 through $300</td>
<td>54.00</td>
<td>31.50</td>
<td>9.00</td>
<td>13.50</td>
</tr>
<tr>
<td>C) $301 through $500</td>
<td>54.00</td>
<td>31.50</td>
<td>13.50</td>
<td>9.00</td>
</tr>
<tr>
<td>D) $501 through $2,000</td>
<td>72.00</td>
<td>36.00</td>
<td>18.00</td>
<td>18.00</td>
</tr>
<tr>
<td>E) $2,001 through $4,000</td>
<td>89.50</td>
<td>35.80</td>
<td>17.90</td>
<td>35.80</td>
</tr>
<tr>
<td>F) More than $4,000</td>
<td>134.50</td>
<td>45.00</td>
<td>0.00</td>
<td>89.50</td>
</tr>
<tr>
<td>7. Landlord-tenant proceeding involving:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) $2,000 or less</td>
<td>80.50</td>
<td>44.70</td>
<td>17.90</td>
<td>17.90</td>
</tr>
<tr>
<td>B) $2,001 through $4,000</td>
<td>98.50</td>
<td>53.70</td>
<td>17.90</td>
<td>26.90</td>
</tr>
<tr>
<td>C) More than $4,000</td>
<td>134.50</td>
<td>71.70</td>
<td>0.00</td>
<td>62.80</td>
</tr>
<tr>
<td>8. Objection to Levy</td>
<td>18.00</td>
<td>9.00</td>
<td>9.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>
## 2019 COURT COSTS *
### STATE/COUNTY PAYMENT DISTRIBUTION

<table>
<thead>
<tr>
<th>Civil/Criminal/Other</th>
<th>Total Costs</th>
<th>County Cost</th>
<th>State Cost Prior Law</th>
<th>Act 167 of 1992</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Order of Execution</td>
<td>40.50</td>
<td>13.50</td>
<td>18.00</td>
<td>9.00</td>
</tr>
<tr>
<td>10. Reinstatement of Complaint</td>
<td>9.00</td>
<td>9.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>11. Transcript</td>
<td>4.50</td>
<td>4.50</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>12. Entering transcript of judgment from another member of the minor judiciary</td>
<td>9.00</td>
<td>9.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>13. Marrying each couple, making record thereof, and certificate to the parties</td>
<td>45.00</td>
<td>45.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>14. Granting emergency relief</td>
<td>18.00</td>
<td>18.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>15. Issuing a Search Warrant</td>
<td>18.00</td>
<td>5.40</td>
<td>12.60</td>
<td>0.00</td>
</tr>
<tr>
<td>16. Any other issuance not otherwise provided</td>
<td>18.00</td>
<td>18.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>17. Custody cases, except as provided in 42 Pa.C.S. Section 1725(c)(2)(v)</td>
<td>8.50</td>
<td>1.70</td>
<td>6.80**</td>
<td>0.00</td>
</tr>
</tbody>
</table>

* The costs shown reflect the cost table enacted by Act 167 of 1992 adjusted by the annual increases, beginning January 1, 1994, provided by that act and subsequent acts to reflect the inflationary changes. Act 113 of 2001 authorized continuation of the annual increases beginning in 2002, and Act 96 of 2010 further extends the requirement for annual increases beginning January 1, 2011 through January 1, 2025.

**Act 119 of 1996.
THE COUNTY OF NORTHAMPTON

RESOLUTION

Number ??-2018

IT IS HEREBY RESOLVED by the Northampton County Council that the one (1) full-time position of Deputy Director of Operations, pay grade CS-30-7G, salary $84,366, shall be eliminated in the Department of Court Administration - Juvenile Justice Center, effective November 15, 2018.

IT IS FURTHER RESOLVED by the Northampton County Council that the one (1) full-time position of Juvenile Assistant Deputy Director of Detention & Quality Assurance, pay grade CS-27-1A, salary $56,427, shall be created in the Department of Court Administration - Juvenile Justice Center, effective November 15, 2018.

IT IS FURTHER RESOLVED by the Northampton County Council that the one (1) full-time position of Assistant Director of Treatment, pay grade CS-27-2B, salary $58,966, shall be eliminated in the Department of Court Administration - Juvenile Justice Center, effective November 15, 2018.

IT IS FURTHER RESOLVED by the Northampton County Council that the one (1) full-time position of Juvenile Center Clinical Director, pay grade CS-29-2B, salary $64,652, shall be created in the Department of Court Administration - Juvenile Justice Center, effective November 15, 2018.
IT IS FURTHER RESOLVED by the Northampton County Council that the one (1) full-time position of Law Clerk/Problem Solving Courts Coordinator, pay grade CE-4-4D, salary $81,056, shall be eliminated in the Department of Court Administration, effective November 15, 2018.

IT IS FURTHER RESOLVED by the Northampton County Council that the one (1) full-time position of Law Clerk, pay grade CE-3-1A, salary $59,084, shall be created in the Department of Court Administration, effective November 15, 2013.

IT IS FURTHER RESOLVED by the Northampton County Council that the one (1) full-time position of Clerical Technician III, pay grade CN-15-1A, salary $28,105, shall be created in the Department of Court Administration – Adult Probation, effective November 15, 2018.

ATTEST: INTRODUCED BY:

______________________________
Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held ________________, 2018.
A RESOLUTION APPROVING A FY 2018 COMMUNITY INVESTMENT PARTNERSHIP PROGRAM GRANT TO FIRST UNITED CHURCH OF CHRIST FOR HISTORIC STEEPLE RESTORATION

WHEREAS, by Ordinance No. 321 of 1998, as amended by Ordinance No. 478 of 2007, Northampton County Council established the Northampton County Department of Community and Economic Development (hereinafter referred to as “NCDCED”) which is responsible, in part, for developing, implementing, and monitoring grants that enhance economic development and improve the quality of life in the County; and

WHEREAS, the NCDCED received an application from the First United Church of Christ for the 2018 Community Investment Partnership Program (CIPP) Grants for FY 2018 in support of the church’s historic steeple restoration; and

WHEREAS, the NCDCED convened a grant review committee comprised of NCDCED Staff and two representatives from Northampton County Council to review and make funding recommendations; and

WHEREAS, the NCDCED presented the grant review committee’s recommendation of $20,000 in grant funds for this project to the Economic Development Subcommittee of Northampton County Council at their October 4, 2018 meeting; and
WHEREAS, the First United Church of Christ made a presentation to the Economic Development Subcommittee of Northampton County Council at their November 1, 2018 meeting regarding the rehabilitation and restoration of the church steeple that is part of a contributing resource of the National Register listed Easton Historic District; and

WHEREAS, the CIPP Project will be funded using the Northampton County Local Share Table Games Revenues.

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Northampton:

1. Northampton County Council hereby approves First United Church of Christ's 2018 CIPP application not to exceed $20,000.00 that will be used to pay costs associated with the rehabilitation and restoration of the church steeple.

2. The County Executive of the County of Northampton is authorized to execute grant agreements with the applicants not to exceed the approved amount for each grant.

ATTEST:  

INTRODUCED BY:

Linda M. Zembo  
Clerk to Council  

The above resolution was adopted by the Northampton County Council at the meeting held ____________, 2018.

(J:\2018\res\x-UCC CIPP Funding)
THE COUNTY OF NORTHAMPTON

RESOLUTION

Number ??-2018

A RESOLUTION APPROVING A FY 2018 CITY REVITALIZATION BLOCK GRANT TO THE CITY OF BETHLEHEM FOR A BUSINESS DEVELOPMENT AND RETENTION EFFORTS

WHEREAS, by Ordinance No. 321 of 1998, as amended by Ordinance No. 478 of 2007, Northampton County Council established the Northampton County Department of Community and Economic Development (hereinafter referred to as "NCDCED") which is responsible, in part, for developing, implementing, and monitoring grants that enhance economic development and improve the quality of life in the County; and

WHEREAS, the NCDCED received a proposal from the City of Bethlehem for a $100,000.00 City Revitalization Block Grant (CRBG) for FY 2018 in support of the City’s Business Development and Retention Efforts; and

WHEREAS, the City of Bethlehem made a presentation to the County Council Community and Economic Development Committee at their August 2, 2018 committee meeting regarding the City’s previously CRBG funded business development and retention efforts and the City’s proposal for FY 2018 CRBG funds; and

WHEREAS, the CRBG funds will be used to pay costs associated with the City’s ongoing Business Development and Retention Efforts; and

WHEREAS, the proposal will match CRBG funds dollar for dollar with a combination of cash as well as in-kind services and expenses; and
WHEREAS, the CRBG proposal will be funded using the Northampton County Local Share Table Games Revenues.

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Northampton:

1. Northampton County Council hereby approves the City of Bethlehem’s proposal not to exceed $100,000.00 that will be used to pay costs associated with the City’s Business Development and Retention Efforts.

2. The County Executive of the County of Northampton is authorized to execute grant agreements with the applicants not to exceed the approved amount using Northampton County Local Share Table Games Revenues.

ATTEST:                                                   INTRODUCED BY:

____________________________________________________   ________________________________________
Linda M. Zembo                                             
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held _____________, 2018.

(J:\2018\res\r-COB CRBG Funding)
THE COUNTY OF NORTHAMPTON

RESOLUTION

Number ??-2018

WHEREAS, Northampton County Ordinance #17-79 provides that the fees charged by agencies and offices of Northampton County shall be set by the Northampton County Council by means of a resolution at such times and at such rates as deemed necessary; and

WHEREAS, the Northampton County Sheriff has requested an amendment to the existing Sheriff's Office fee schedule in order to expedite the processing of civil actions.

NOW, THEREFORE, IT IS HEREBY RESOLVED By the Northampton County Council that the Sheriff's fee schedule shall be amended as attached.

IT IS FURTHER RESOLVED that any other fee schedule inconsistent herewith is hereby repealed.

ATTEST: .................................................. INTRODUCED BY: ..................................................

Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held _________________, 2018.

(J:\2018\res\r-sheriff fees)
This Fee Schedule has been enacted by the Sheriff’s Department and the County of Northampton in order to expedite the processing of civil actions. These fees must be paid in advance by cash, check or money order and are payable to Sheriff of Northampton County.

**Standard Civil Action (includes Civil Bench Warrants)**
Action filed in Northampton County and personal service will be made in Northampton County; OR action filed in Northampton County and service will be made out of State via certified mail; OR action filed outside of Pennsylvania and personal service will be made in Northampton County; OR Philadelphia County action sent directly to Northampton County for service, bypassing Philadelphia Sheriff.

<table>
<thead>
<tr>
<th>Number of Defendants</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$58.00</td>
</tr>
<tr>
<td>2</td>
<td>$87.00</td>
</tr>
<tr>
<td>3</td>
<td>$116.00</td>
</tr>
<tr>
<td>4</td>
<td>$145.00</td>
</tr>
<tr>
<td>Each Additional Defendant</td>
<td>add $29.00</td>
</tr>
</tbody>
</table>

**Domestic Civil Action Served Out-of-County**
Action filed in Northampton County and service will be deputized to another Pennsylvania County.

<table>
<thead>
<tr>
<th>Number of Defendants</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$48.00</td>
</tr>
<tr>
<td>2</td>
<td>$77.00</td>
</tr>
<tr>
<td>3</td>
<td>$106.00</td>
</tr>
<tr>
<td>4</td>
<td>$135.00</td>
</tr>
<tr>
<td>Each Additional Defendant</td>
<td>add $29.00</td>
</tr>
</tbody>
</table>

**Foreign Civil Action Served In-County**
Action filed in another Pennsylvania County and personal service will be made in Northampton County.

<table>
<thead>
<tr>
<th>Number of Defendants</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$52.00</td>
</tr>
<tr>
<td>2</td>
<td>$75.00</td>
</tr>
<tr>
<td>3</td>
<td>$98.00</td>
</tr>
<tr>
<td>4</td>
<td>$121.00</td>
</tr>
<tr>
<td>Each Additional Defendant</td>
<td>add $23.00</td>
</tr>
</tbody>
</table>

**Executions**

<table>
<thead>
<tr>
<th>Type</th>
<th>Advance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property, Possession</td>
<td>$260.00</td>
</tr>
<tr>
<td>Accelerated Possession</td>
<td>$500.00</td>
</tr>
<tr>
<td>Real Estate</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

**Escort Fees**
Post-sale retrieval of personal property sold at Sheriff’s Sale.

<table>
<thead>
<tr>
<th>2-Deputy Minimum</th>
<th>Hourly Rate Per Deputy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Business Hours</td>
<td>$50.00</td>
</tr>
<tr>
<td>After Hours / Weekends</td>
<td>$75.00</td>
</tr>
<tr>
<td>Holidays</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

**Miscellaneous Instructions**
1. An Order for Service is required for each defendant to be served. All copies of process to be served must be marked as “True and Correct” copies of the original documents.
2. Some Sheriff’s Departments require use of their own service forms. Check with the respective County.
3. Any other fees not outlined on this Schedule are in accordance with the Sheriff’s Fee Act.
RESOLVED, By the Northampton County Council that effective January 1, 2019, the Gracedale Private Pay Rates shall be $340.00 per day for a semi-private room and $350.00 per day for a private room.

ATTEST: 

INTRODUCED BY:

Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held _____________, 2018.
WHEREAS, Northampton County Home Rule Charter Section 202 (10) provides that the County Council shall have, among others, the following powers: "to accept on behalf of the County any gifts of real property and to provide for the acceptance by any agency on behalf of the County of other gifts;" and

WHEREAS, the Friends of Gracedale Foundation's mission statement is to develop a Gracedale community involvement through fund raising efforts that promote and finance innovative programs that will supplement and enhance the quality of life and provide Gracedale residents extended care opportunities.

NOW, THEREFORE, BE IT RESOLVED by the Northampton County Council that it does hereby authorize the County Executive to accept, on behalf of Gracedale, the donation of $2,000 to be used by the Volunteer Office of Gracedale for Quality of Life expenses for the residents.

ATTEST:                                           INTRODUCED BY:

__________________________________
Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held ____________, 2018.

(J:\2018\res\r-gracedaledonate)
A RESOLUTION APPROVING THE SUBMITTAL OF AN APPLICATION FOR FISCAL YEAR 2013 (FY 2018-2019) PENNSYLVANIA SENIOR COMMUNITY CENTER GRANT PROGRAM FOR THE COUNTY OF NORTHAMPTON

WHEREAS, the Pennsylvania Department of Aging (PDA) through the existing contractual relationship with the Area Agency on Aging (AAA) will make available to the County of Northampton, Department of Human Services (DHS), Office on Aging, a grant opportunity that would benefit the County’s eleven (11) senior centers; and

WHEREAS, any funding awarded from the Pennsylvania Department of Aging would be used to provide a comprehensive plan for services in all of the Office on Aging’s eleven (11) senior citizens centers; and

WHEREAS, the Northampton County, Department of Human Services, Office on Aging, will complete and submit the application and include in the project coordination of these activities with the AAA Plan; and

WHEREAS, the activities that comprise the FY 2018-2019 Pennsylvania Senior Community Center grant application will not require the provision of matching funds.

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Northampton:
1. That approval is given to apply for a grant from the PA Department of Aging FY-2018-2019 Pennsylvania Senior Community Center Grant program not to exceed the amount of one hundred fifty thousand dollars ($150,000).

2. That the County Executive and DHS are authorized to execute and file the application and provide any assurances and/or certifications or additional documents that may be requested.

ATTEST:                                                INTRODUCED BY:

____________________________________________________  ____________________________

Linda M. Zembo                                      
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held ______________________, 2018.

(J:\2018\res\r-aaa-srcotr)
THE COUNTY OF NORTHAMPTON

RESOLUTION

Number ??-2018

WHEREAS, Northampton County Council is empowered to maintain, preserve and protect the environment; Article I, Section 27 of the Pennsylvania Constitution provides that the Commonwealth of Pennsylvania has the absolute right to clean air, pure water and to the preservation of the environment; and

WHEREAS, the Spotted Lanternfly, initially identified in Berks County, Pennsylvania, has now spread to various Counties within the Commonwealth of Pennsylvania, including but not limited to, the County of Northampton; and

WHEREAS, the Spotted Lanternfly is extremely invasive with severe deleterious effects; and

WHEREAS, should the Spotted Lanternfly increase and spread its population in the Commonwealth of Pennsylvania, the Spotted Lanternfly will seriously impact the environment within Northampton County and harm agricultural and other industries within the County; and

WHEREAS, Northampton County Council, after due consideration of this resolution at a duly advertised public hearing, has determined this resolution to be mandated to protect the health, safety and welfare of Northampton County and its residents.

NOW, THEREFORE, BE IT RESOLVED the Northampton County Council urgently requests the Spotted Lanternfly be immediately placed on the National Invasive Species List and further supports any and all programs on the State, National and Local level for eradication of the Spotted Lanternfly.

ATTEST:                                       INTRODUCED BY:

Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held __________, 2018.
(J:\2018\res\r-lanternfly)
WHEREAS, Pennsylvania’s five nuclear energy plants provide many critical environmental, reliability, energy diversity and economic benefits; and

WHEREAS, current Federal and State energy policies do not adequately account for the value nuclear energy plants provide to the public, which greatly contributes to why two nuclear plants in Pennsylvania are slated for early retirement; and

WHEREAS, nuclear energy plants produce more than 40 percent of Pennsylvania’s electricity, and 93 percent of Pennsylvania’s carbon-free electricity; and

WHEREAS, Pennsylvania’s nuclear plants avoid 37 million metric tons of carbon emissions, equivalent to keeping nearly 8 million cars off the road every year; and

WHEREAS, nuclear facilities allow the Commonwealth of Pennsylvania to avoid $2.6 billion over the next ten years ($260 million per year) in air pollution costs from EPA regulated criteria pollutants like particulate matter, ground-level ozone, sulfur dioxide, lead, and nitrogen dioxide; and

WHEREAS, Pennsylvania’s five state-of-the-art nuclear plants generate energy on a 24/7 basis and in virtually all weather conditions, helping to ensure the resilience of our electric system; and
WHEREAS, Pennsylvania’s nuclear plants each have a year or more of on-site fuel allowing the plants to operate in a manner independent of supply chain disruptions and providing the Commonwealth with a more secure and resilient electric infrastructure; and

WHEREAS, Pennsylvania’s nuclear energy plants contribute nearly $2 billion annually to the Commonwealth’s economy; and

WHEREAS, Pennsylvania’s nuclear plants employ approximately 16,000 Pennsylvanians, in addition to contracting with thousands more during refueling and maintenance outages, and generate $400 million in annual state and federal tax revenue; and

WHEREAS, Pennsylvania nuclear plants contribute millions of dollars every year to school districts, first responders, and non-profits throughout their communities.

NOW, THEREFORE, BE IT RESOLVED by Northampton County Council that as a municipal body acknowledge the contribution that nuclear plants make to Pennsylvania’s economy, the reliability of our electricity grid, the clean air we breathe, and the security of our nation and as such, urge our elected leaders in Harrisburg to examine all of the benefits that nuclear power brings to our Commonwealth and to consider appropriate action to recognize these benefits to our society.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to our State Senators and State Representatives in the General Assembly and to the Governor of Pennsylvania.

ATTEST: INTRODUCED BY:

Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held ___________, 2018.

(J:\2018\res\r-nuclear)
THE COUNTY OF NORTHAMPTON

RESOLUTION

Number ??-2018

WHEREAS, Northampton County Administrative Code Article XIII Procurement and Disposition of County Property, Section 13.15 Contracts and Agreements c.(2) requires approval of County Council for "any contract where costs are to be funded with monies outside of the County's General Fund, such as those funded through bonded indebtedness."

WHEREAS, on November 5, 2018, the Northampton County Council received a request from the County Executive for County Council to adopt a resolution endorsing a contract in the amount of $1,110,000 with Clearwater Construction, Inc. for replacement of Bridge 115 located in Bath, PA.

NOW, THEREFORE, BE IT RESOLVED that the Northampton County Council does hereby concur with the recommendation of the County Executive, as set forth in the attached documentation to approve a contract with Clearwater Construction, Inc.

ATTEST: 

INTRODUCED BY:

______________________________
Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held _________________, 2018.

(J:\2018\res\r-contract Clearwater)
TO: Linda Zembo, County Clerk  
FROM: Lamont G. McClure, County Executive  
DATE: 11/1/2018

1 □ Notice - Request for Proposal (§ 13.09 a.)  
2 □ Offer - Participate in Evaluation Committee (§ 13.09 e.)  
3 □ Council Approval/Resolution Request - Contract - Funded with monies outside of the General Fund - (§13.15c.2) Funded with 2013 Bond Bridge Renovation Monies

Source Selection Method:  
4 □ Competitive Negotiation (Proposal)  
5 □ Noncompetitive Negotiation (Sole Source)  
6 □ Competitive Sealed Bid (Bid 406-1838)

Comment:  
7 □ 14 firms accessed the bid documents and 3 firms submitted valid bids. One additional firm was disqualified for lack of the required PennDot pre-qualifications.  
8 □ Bi-State Construction - $1,227,564.00  
9 □ Clearwater Construction - $1,110,000.00  
10 □ Professional Construction Contractors - $1,457,887.00  
8 □ Invitation to Bid #: 406-1836  
9 □ Contract Number: C18-159  
10 □ Contract Attached  
11 □ Executive Order Required After Council Approval (not attached)

Contract Terms  
Vendor:  
12 □ Clearwater Construction, Inc., 1040 Perry Highway, Mercer, PA 16137

Product/Service:  
13 □ Replacement of Bridge 115

Term:  
14 □ 18 months

Price:  
15 □ $1,110,000.00

Comment:  
16 □ Recommendation to award contract from Director of Public Works based on review of bids received from Alfred Benesch & Company

* Administrative Code Section  
V2.1 March 18, 2008
WHEREAS, Northampton County Administrative Code Article XIII Procurement and Disposition of County Property, Section 13.15 Contracts and Agreements c. (1) requires approval of County Council for "...any contract exceeding $100,000, which was awarded using the Competitive Negotiation, Negotiation After Competitive Sealed Bidding, and Non-Competitive Negotiation source selection methods. For contracts with renewal clauses, the entire potential payout if all renewal clauses are exercised under the terms of the contract must be considered when determining if Council approval is necessary"; and

WHEREAS, on November 5, 2018, the Northampton County Council received a request from the County Executive for County Council to adopt a resolution approving a contract in the amount of $104,300 with Seraphin® Test Measure, a division of Pemberton Fabricators, for Hybrid Calibration Equipment for Fuel Dispensing Units to be installed on County provided F450 Chassis.

NOW, THEREFORE, BE IT RESOLVED that the Northampton County Council does hereby concur with the recommendation of the County Executive, as set forth in the attached documentation to approve a contract with Seraphin® Test Measure.

ATTEST: 

INTRODUCED BY:

__________________________________________

Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held ______________________________, 2018.

(J:\2018\res\r-contract Seraphin)
TO: Linda Zembo, County Clerk  
FROM: Lamont G McClure, County Executive  
DATE: 10/31/2018

| 1 | Notice - Request for Proposal (* 13.09 a.) |
| 2 | Offer - Participate in Evaluation Committee (* 13.09 e.) |
| 3 | Council Approval/Resolution Request - Contract - Proposal or Sole Source - over $100,000 (*13.15 c. 1) |

**Source Selection Method:**
- Competitive Negotiation (Proposal)  
- Noncompetitive Negotiation (Sole Source)

**Comment:**
- Seraphin® Test Measure holds US Patent Number 9,228,880 B2 for VEP Slip in Calibration Unit. The only company internationally, which manufactures and repairs a complete line of all products in English and Metric Units of Measure.

| 7 | Request for Proposal Number: |
| 8 | Contract Number: |
| 9 | Contract Attached |
| 10 | Executive Order Required After Council Approval (not attached) |

**Contract Terms**
- **Vendor:** Seraphin® Test Measure, a division of Pemberton Fabricators, 30 Indel Avenue, Rancocas, NJ 08073

**Product/Service:**
- Hyrid Calibration Equipment for Fuel Dispensing Units. Equipment to be installed on County provided F450 Chassis. (Ford F450 Chassis - $41,675.00 - Purchased on PO P81199 Delivered and Invoiced)

**Term:**
- Delivery is 26 weeks after receipt of chassis and approved drawings

**Price:**
- $104,300.00

**Comment:**
- Sole Source Justification Attached
- Proposal from Seraphin® Test Measures dated October 18, 2018 is Attached

*Administrative Code Section V2.1 March 18, 2008*