NORTHAMPTON COUNTY COUNCIL

Amended Agenda

February 6, 2020  6:30 p.m.

Pledge of Allegiance

Roll Call

Approval of the Minutes - January 23, 2020

Courtesy of the Floor

County Executive Report

Old Business

New Business

1. Discussion and Consideration of Article XIII Contract: Tenex Software Solutions

2. Introduction of an Ordinance Entitled, "AN ORDINANCE ESTABLISHING A BI-COUNTY PARTNERSHIP BETWEEN THE COUNTY OF MONROE AND THE COUNTY OF NORTHAMPTON TO ADVANCE THE LIBERTY-WATER GAP TRAIL IN PENNSYLVANIA"

3. Consideration of a Resolution Supporting House Bill 535 (PFAS Action Act)

4. Consideration of Approval to Submit an Application to the Pennsylvania Department of Transportation for a Traffic Signal Resolution

5. Consideration of the Codification Resolution for the Period Ending December 31, 2019

6. Consideration of a Donation from the Pennsylvania Farmers Union for the Industrial Hemp Symposium Resolution

7. Consideration of a Resolution Regarding the Purchase of 150 South Union Street, Easton, PA

8. Consideration of a Resolution Regarding the Taxation of Deactivated Mobile Homes


Council Committee Reports

Council Liaison Reports

Council Clerk’s Report

Council Solicitor’s Report

Adjournment
WHEREAS, Northampton County Administrative Code Article XIII entitled Procurement and Disposition of County Property, at 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, the Northampton County Home Rule Charter Article X entitled Authorities, Boards and Commissions, at Section 1007. Election Commission states (a) Functions. "The Election Commission shall administer the system of elections and the registration of voters under applicable law"; and

WHEREAS, the Northampton County Administration, the Election Commissioner Solicitor and the Registrar of Elections have advised that printed poll books are be available for the Primary Election to be held on April 28, 2020 and electronic poll books are necessary to conduct a timely and legal primary; and
WHEREAS, on February 3, 2020, Northampton County Council received a request from the County Executive for County Council to adopt a resolution approving a contract in the amount of $311,150 with Tenex Software Solutions, Inc. for the purchase ePollbooks with support services.

NOW, THEREFORE, BE IT RESOLVED that Northampton County Council does hereby authorize the County Executive, as set forth in the attached documentation to approve a contract with Tenex Software Solutions, Inc. for the purchase of ePollbooks with support service.

ATTEST: INTRODUCED BY:

______________________________
Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held __________, 2020.
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Notice - Request for Proposal (* 13.09 a.)</td>
</tr>
<tr>
<td>2</td>
<td>Offer - Participate in Evaluation Committee (* 13.09 e.)</td>
</tr>
<tr>
<td>3</td>
<td>Council Approval/Resolution Request - Contract - Proposal or Sole Source - over $100,000</td>
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<tr>
<td></td>
<td>(*13.15 c. 1)</td>
</tr>
<tr>
<td>4</td>
<td>X Cooperator - PA State Contract #39 - Voting Systems and/or ePoll Books</td>
</tr>
<tr>
<td>5</td>
<td>□ Noncompetitive Negotiation (Sole Source)</td>
</tr>
<tr>
<td>6</td>
<td>X Act 77 of 2019 made several changes to the Election Code including changing the deadline to</td>
</tr>
<tr>
<td></td>
<td>register to 15 days prior to an election, rather than 30 days. These recent changes in state</td>
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<tr>
<td></td>
<td>law will make it impossible to prepare accurate paper voter registration lists for use on</td>
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<tr>
<td></td>
<td>Election Day in polling places</td>
</tr>
<tr>
<td>7</td>
<td>□ Request for Proposal Number:</td>
</tr>
<tr>
<td>8</td>
<td>X Contract Number: C20-109 (Tracking Only) PO to be issued</td>
</tr>
<tr>
<td>9</td>
<td>□ Contract Attached</td>
</tr>
<tr>
<td>10</td>
<td>X Executive Order Required After Council Approval (not attached)</td>
</tr>
<tr>
<td></td>
<td>Contract Terms</td>
</tr>
<tr>
<td></td>
<td>Vendor: Tenex Software Solutions, Inc., 5402 W. Laurel Street, Suite 206, Tampa FL 33607</td>
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<tr>
<td></td>
<td>Product/Service: ePollbooks</td>
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<tr>
<td>12</td>
<td>Price: $311,150.00</td>
</tr>
<tr>
<td>13</td>
<td>X Tenex Software Solutions Quote dated 1/30/2020</td>
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*Administrative Code Section*
Title: AN ORDINANCE ESTABLISHING A BI-COUNTY PARTNERSHIP BETWEEN THE COUNTY OF MONROE AND THE COUNTY OF NORTHAMPTON TO ADVANCE THE LIBERTY-WATER GAP TRAIL IN PENNSYLVANIA

WHEREAS, the County of Northampton and the County of Monroe agree to enter into an Intergovernmental Agreement, hereto referred to as "IGA", for a Bi-County Partnership, hereto referred to as the "Partnership", to plan, design and develop the Liberty-Water Gap Trail in Pennsylvania from Portland to Delaware Water Gap, and a section of the September 11th National Memorial Trail, hereto referred to as the "Trail"; and

WHEREAS, the County of Northampton and the County of Monroe will enter into a Partnership in accordance with the Intergovernmental Cooperation Agreement law set forth at 53 Pa. C.S.A. 2303 et.al. and will adopt an ordinance approving or authorizing the execution of this Agreement, per section 53 Pa. C.S.A. 2307 sets forth permitting Intergovernmental Cooperation; and

WHEREAS, the County of Monroe Planning Commission and the County of Northampton Department of Public Works, Division of Parks and Recreation, will cooperate to implement the IGA; and

WHEREAS, the purpose of which is to oversee the implementation of the recommendations identified in the Feasibility Study for Extending the Liberty-Water Gap Trail in Pennsylvania from Portland to Delaware Water Gap, completed in January 2013, hereto referred to as the "Study"; to extend the Trail in Pennsylvania from the Borough of Portland, Northampton County to the Borough of Delaware Water Gap, Monroe County; and
WHEREAS, the Partnership will work cooperatively to close the final approximate 6-mile trail gap of the 150-mile Liberty-Water Gap Trail connecting two national monuments including the Statue of Liberty to the Delaware Water Gap National Recreation Area; and

WHEREAS, the Partnership will provide technical assistance and project management to the Liberty-Water Gap Trail PA Extension Alliance, hereto referred to as the “Alliance”; and

WHEREAS, the Partnership will oversee funding opportunities and commitments to advance recommendations in the Study including items such as planning, engineering and development; and

WHEREAS, the Partnership understands grant funding may be received and funding commitments may be needed, by each respective County, to implement Study recommendations to acquire, design and build the Trail, as applicable. Funding commitments to be adopted by Resolution; and

WHEREAS, by act of this Agreement, County Council authorizes the County Executive to sign and execute Addendums to the IGA for the Partnership to collaborate on tasks to be performed to advance the recommendations of the Study, given all parties are in agreement; any funding commitments are to be adopted by Resolution.

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED by the Northampton County Council:

1. All “WHEREAS” Clauses are incorporated and adopted into this ordinance.

2. The roles and responsibilities of both parties agree to:

   a. Cooperate to advance agreed upon recommendations and priorities

   b. Provide guidance, coordination, and technical assistance to the Alliance, Delaware Water Gap National Recreation Area, September 11th National Memorial Trail, PA Department of Transportation (PENNDOT), and the applicable municipalities

   c. Comply with all applicable Federal, State, and local laws
d. Collaborate to execute Addendum(s) related to the IGA, as needed, related to specific project components, identifying roles and responsibilities, and funding commitments by Resolution

e. In each subsequent Addendum, agree upon the appropriate lead County in the Partnership to administer specific project components, contracting, and procurement

i. Payment system will be determined by the Partnership

3. This Agreement is executed as of the date of the last signature and shall be in effect for a period of not to exceed five (5) years, at which time it will be subject to review, renewal, revision or expiration.

4. Further, the Northampton County Executive, through the office of the Program Administrator of the Division of Parks and Recreation, or designee, is authorized to take any and all steps necessary to administer and complete Northampton County’s obligations.

5. Authorizes the Northampton County Executive to sign the Intergovernmental Agreement. Further, the Partnership may only withdraw from this Agreement at the end of the initial agreement period or any renewal term.

6. At least a 60 day notice of intent to withdraw must be presented in writing to the Participating Counties.

7. Authorizes this Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

8. By Act of this Agreement, County Council Authorizes the County Executive to sign and execute Addendums to this Agreement for the Partnership to collaborate on tasks to be performed to advance the recommendations of the Study, given all parties are in agreement. Funding commitments to be adopted by Resolution.
This ordinance was advertised on the ___ day of _______ 2020, and was adopted by the Northampton County Council on the ___ day of _________ 2020.

ATTEST:

Linda M. Zembo  
Clerk to Council

Ronald R. Heckman  
County Council President

Lamont G. McClure  
County Executive

(J:\2020\bill\b-IGA-Bi-County Partnership)
THE COUNTY OF NORTHAMPTON

RESOLUTION

Number ??-2020

WHEREAS, PFAS Action Act (H.R. 535) is a comprehensive legislative action being considered by the United States House of Representatives; and

WHEREAS, H.R. 535 is a compilation of various legislative bills to address the class of chemicals known as PFAS, Per- and Polyfluoroalkyl substances, which includes known toxic chemicals Perfluorooctanoic Acid (PFOA) and Perfluorooctane sulfonate (PFOS); and

WHEREAS, PFAS has been present in the environment for decades, utilized in household items, clothing and cosmetics, and the United States has long regulated use of particular firefighting foam which contains chemicals in the PFAS family; and

WHEREAS, H.R. 535 requires the United States Environmental Protection agency (EPA) to take regulatory actions to address these potentially toxic chemicals; and

WHEREAS, H.R. 535 sets forth significant provisions including setting a health protective drinking water limit for PFOA and PFOS and designates those chemicals as hazardous under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA); and

WHEREAS, H.R. 535 requires the EPA to establish a grant program to aid communities affected by PFAS contaminated drinking water and includes language for monetary funding; and
WHEREAS, in February of 2019, the EPA outlined its PFAS Action Plan to address PFAS in drinking water, identify and clean up PFAS contamination, explore monitoring of PFAS, increase PFAS scientific research and promote effective enforcement tools; and

WHEREAS, the EPA is currently evaluating proposals to designate PFOA and PFOS as hazardous substances under CERCLA; and

WHEREAS, Counties are directly impacted by such administrative and congressional action; and

WHEREAS, the National Association of Counties has existing policy which support efforts by the EPA and other Federal agencies to study the health and environmental impacts of PFAS.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Northampton County Council that:

1. Northampton County Council supports efforts by the EPA and other Federal agencies to study health and environmental impacts of PFAS compounds. Additionally, Northampton County Council urges the Federal Administration to work and consult closely with State and local governments throughout this process.

2. Northampton County Council offers this resolution to ensure and enhance the safety of the County of Northampton and its residents.

3. A copy of this resolution shall be forwarded to the Honorable Tom Wolf, Governor of Pennsylvania, United States Senators the Honorable Robert Casey and the Honorable Patrick Toomey and all Federal and State Representatives serving the residents of Northampton County.

ATTEST: __________________________________________
Linda M. Zembo
Clerk to Council

INTRODUCED BY:______________________________

The above resolution was adopted by the Northampton County Council at the meeting held ___________, 2020.

(J:\2020\res\r - PFAS House Bill 535)
THE COUNTY OF NORTHAMPTON

RESOLUTION

BE IT HEREBY RESOLVED by authority of the County Council of the County of Northampton, Northampton County, and it is hereby resolved by authority of the same, that the Director of Public Works of said County of Northampton is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the County of Northampton.

ATTEST:                                             INTRODUCED BY:

Linda M. Zembo                                           
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held ___________, 2020.

(J:\2020\res\r-penndot)
CERTIFICATION

I, the undersigned, being the Clerk to Council of the Northampton County Council, Northampton County Pennsylvania, do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted at a regular and lawful meeting of the Northampton County Council, said meeting held on February 6, 2020.

Witness my hand this 7th day of February 2020.

________________________________________
Linda M. Zembo
Clerk to Council
Application for Traffic Signal Approval

A - Applicant's (Municipal) Contact Information

<table>
<thead>
<tr>
<th>Municipal Contact's Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Emil, P.E.</td>
<td>Director of Public Works</td>
</tr>
<tr>
<td>County of Northampton</td>
<td></td>
</tr>
<tr>
<td>669 Washington Street, Easton, PA 18042</td>
<td></td>
</tr>
<tr>
<td>610-829-6398</td>
<td>Alternative Phone Number:</td>
</tr>
<tr>
<td><a href="mailto:memill@northamptoncounty.org">memill@northamptoncounty.org</a></td>
<td></td>
</tr>
<tr>
<td>Monday-Friday 8:00 AM - 4:30 PM</td>
<td></td>
</tr>
</tbody>
</table>

B - Application Description

Location (intersection): Washington Street adjacent to Wolf Avenue

Traffic Control Device is: ☒ NEW Traffic Signal ☐ EXISTING Traffic Signal

(Permit Number): ________________

Type of Device (select one) ☐ Traffic Control Signal (MUTCD Section 4D, 4E, 4G) ☒ Flashing Beacon (MUTCD Section 4L) ☐ School Warning System (MUTCD Section 7B)

Is Traffic Signal part of a system?: ☐ YES ☒ NO

System Number (if applicable): ________________

Explain the proposed improvements:

A sidewalk bump-out and ADA curb ramps are proposed at the intersection of Washington Street and Wolf Avenue. The rectangular rapid flashing beacons will be push button actuated and be installed on pedestals. Other improvements include street lighting, advanced warning signs, and pavement markings.

Associated with Highway Occupancy Permit (HOP)?: ☐ YES ☒ NO If YES, HOP Application #: ________________

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: ☒ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor

Other: ________________

Maintenance and Operations Contact Name: Roger Pulcini

Company/Organization: County of Northampton

Phone #: 610-829-6418 Alternative Phone #: 610-417-0067 E-mail: rpulcini@northamptoncounty.org

D - Attachments Listing

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ Municipal Resolution (required)</td>
<td>☐ Location Map</td>
</tr>
<tr>
<td>☐ Letter of Financial Commitment</td>
<td>☐ Photographs</td>
</tr>
<tr>
<td>☐ Traffic Signal Permit</td>
<td>☐ Straight Line Diagram</td>
</tr>
<tr>
<td>☐ Warrant Analysis</td>
<td>☐ Capacity Analysis</td>
</tr>
<tr>
<td>☐ Crash Analysis</td>
<td>☐ Traffic Impact Study (TIS)</td>
</tr>
<tr>
<td>☐ Traffic Signal Study</td>
<td>☐ Condition Diagram</td>
</tr>
<tr>
<td>☐ Traffic Volumes / Pedestrian Volumes</td>
<td>☐ Turn Lane Analysis</td>
</tr>
<tr>
<td>☐ Turn Restriction Studies</td>
<td>☐ Other:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Application for Traffic Signal Approval

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the contractor's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, if being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:
- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name: Michael Emili, P.E.
Signed By: [Signature]
Title of Signatory: Director of Public Works
Date: 1/31/2020
Witness or Attest: Scott Parsons
Title of Witness or Attesting: Deputy Director of Public Works
Exhibit "A": Preventative and Response Maintenance Requirements

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each Individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:
Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

<table>
<thead>
<tr>
<th>KNOCKDOWNS</th>
<th>TYPE OF REPAIR PERMITTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support - Mast arm</td>
<td>Emergency or Final</td>
</tr>
<tr>
<td>Support - Strain pole</td>
<td>Emergency of Final</td>
</tr>
<tr>
<td>Span wire/tether wire</td>
<td>Final Only</td>
</tr>
<tr>
<td>Pedestal</td>
<td>Emergency or Final</td>
</tr>
<tr>
<td>Cabinet</td>
<td>Emergency of Final</td>
</tr>
<tr>
<td>Signal heads</td>
<td>Final Only</td>
</tr>
</tbody>
</table>

EQUIPMENT FAILURE

<table>
<thead>
<tr>
<th>Emergency or Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lamp burnout (veh. &amp; ped.)</td>
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<tr>
<td>Local controller</td>
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<tr>
<td>Master controller</td>
</tr>
<tr>
<td>Detector sensor</td>
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<tr>
<td>- Loop</td>
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<tr>
<td>- Magnetometer</td>
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<tr>
<td>- Sonic</td>
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<tr>
<td>- Magnetic</td>
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<tr>
<td>- Pushbutton</td>
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<tr>
<td>Detector amplifier</td>
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<tr>
<td>Conflict monitor</td>
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<tr>
<td>Flasher</td>
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<tr>
<td>Time clock</td>
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<tr>
<td>Load switch/relay</td>
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<tr>
<td>Coordination unit</td>
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<tr>
<td>Communication Interface, mode</td>
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<tr>
<td>Signal cable</td>
</tr>
<tr>
<td>Traffic Signal Communications</td>
</tr>
<tr>
<td>Traffic Signal Systems</td>
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<tr>
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<td>Final Only</td>
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Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.
Exhibit "C":
Signal Maintenance Organization

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements
1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements
1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements
1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.
Application Instructions

A - Applicant’s (municipal) Contact Information

Municipal Contact’s Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Traffic Engineer.
Title: Provide the title of the municipal contact name.
Municipal Name: Provide the official municipal name.
Municipal Address: Provide the full address of the municipal building.
Municipal Phone Number: Provide the municipal phone number of the municipal contact.
Alternative Phone Number: Provide an alternative phone number of the municipal contact.
E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipality’s normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (Intersection): Please provide a detailed location of the device or devices being considered for approval. Please include any State Route and/or local road names in your description.
Traffic Control Device Is: (Please select one of the two following categories)
NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.
EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.
Type of Device (select one): (Please select one of the four following categories)
Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category, this is typically the red/yellow/green and pedestrian signal indications.
Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.
School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.
Either: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the System Number (if applicable): line.

Explain the proposed Improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic signal to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the Application #: line.

C - Maintenance and Operation Information

Maintenance and Operation Information: Typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.
Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.
Phone #: Provide the phone number for the primary maintenance contact.
Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.
E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.
A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.
Date: Please provide the date on which the application was signed.
Signed By: Please provide the signature of the named municipal contact.
Title of Signatory: Please provide the title of municipal contact.
Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.
Witness or Attest: Please provide the title of the person witnessing or attesting the signature.
THE COUNTY OF NORTHAMPTON

RESOLUTION

Number ??-2020

WHEREAS, Northampton County Charter Section 606(c) requires the Northampton County Council to provide, by resolution, a codification of all ordinances, as amended, having the force and effect of law and of the Charter, as amended.

NOW, THEREFORE, BE IT RESOLVED by the Northampton County Council that the attached codification, for the period ending December 31, 2019, shall be adopted this 6th day of February 2020.

ATTEST: 

INTRODUCED BY:

Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held ____________, 2020.

(J:2020\res\r-codification)
WHEREAS, Northampton County Home Rule Charter Section 202(10) provides that 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 Pennsylvania Farmers Union is desirous of donating $100.00 for the Hemp Industrial Symposium.

NOW, THEREFORE, IT IS HEREBY RESOLVED by Northampton County Council that it does hereby authorize the County Executive to accept, on behalf of Northampton County, the donation of $100.00 from the Pennsylvania Farmers Union for the Industrial Hemp Symposium.

ATTEST:                                                INTRODUCED BY:

__________________________________________________
Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held ____________, 2020.

(J:\2020\res\r-farmersunion)
THE COUNTY OF NORTHAMPTON

RESOLUTION

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

WHEREAS, the Northampton County Council and Sunblest Holdings, LLC have agreed to the purchase of 150 South Union Street, Easton, Pennsylvania (the “Property”) in consideration of eighty-five thousand dollars ($85,000.00); and

WHEREAS, at the January 9, 2020 meeting, Northampton County Council, by a vote of 7-2, authorized the purchase of the Property pursuant to Ordinance No. 681-2019; and

WHEREAS, this purchase was in lieu of a condemnation and taking of the property, as evidenced by Bill No. 766, attached hereto as Exhibit "A", and reflected in Northampton County Council Minutes from November 7, 2019, attached hereto as Exhibit "B".

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Northampton County Council that Ordinance No. 681-2019 be deemed a purchase in lieu of condemnation.

ATTEST: 

INTRODUCED BY:

Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held _________, 2020.

(J:\2020\res\r-union street)
COUNTY OF NORTHAMPTON
NORTHAMPTON COUNTY COUNCIL
MEMORANDUM

TO: Distribution List
FROM: Linda M. Zembo
SUBJECT: Introduction of Ordinance

DATE: October 18, 2019

In accordance with Northampton County Home Rule Charter Section 602 (b), the attached ordinance was introduced at the October 17, 2019 meeting of the Northampton County Council. Notice is hereby given that the Northampton County Council will be conducting a public hearing on the ordinance at the meeting to be held November 7, 2019 at 6:30 p.m., prevailing time, in the third floor meeting room, room #3116, Northampton County Government Center, 669 Washington Street, Easton, PA.

Please post this ordinance in a public location, or maintain it in a central file, so that it is readily available for public inspection. Thank you for your time and cooperation in this matter. Should you have any questions, please feel free to contact the office of County Council at 610-829-6596.

Distribution List:
Lamont G. McClure, County Executive
John Morganelli, District Attorney
Richard Szulborski, County Controller
Melissa Rudas, County Solicitor
Northampton County Law Library
AN ORDINANCE AUTHORIZING PREPARATION AND SUBMISSION OF A DECLARATION OF TAKING AND RELATED DOCUMENTATION FOR THE LANDS OF SUNBEST HOLDINGS, LLC.

WHEREAS, Northampton County Council has determined that it is necessary and appropriate to acquire a parcel of land adjoining a parcel owned by Northampton County for construction of a handicap-accessible public parking lot to facilitate the parking needs of the County municipal offices, courthouse, and jail facilities; and

WHEREAS, a description of the property condemned from owner, Sunbest Holdings, LLC, sufficient for its identification is set forth in Exhibit "1" being part of the same premises more particularly described in the Office of the Recorder of Deeds in and for Northampton County Deed Book Volume 2019-1, Page 207265 located in the City of Easton, Northampton County, Pennsylvania also identified as Tax Parcel No. L9SE2D-2-24-0310; and

WHEREAS, Condemnor, Northampton County condemns the entire parcel identified as 150 South Union Street, Easton, Pennsylvania 18042-4444. A copy of the plot plan showing the entire property and portion of land condemned and legal description of the condemned land is attached as Exhibit "2"; and

WHEREAS, Northampton County is permitted to acquire land and interests in land by Eminent Domain pursuant to the Eminent Domain Code, 26 Pa. C.S.A. Section 302 et seq. as amended.

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED by the Northampton County Council as follows:

1. All "Whereas" clauses are hereby incorporated into this Resolution.

2. That the County Solicitor's office, is hereby authorized and directed to prepare, and the proper officers to
execute a Declaration of Taking and Notice of Condemnation in accordance with the provisions of the Pennsylvania Eminent Domain Code of 2006, as amended.

3. That the Northampton County Solicitor is hereby authorized and directed to file the Declaration of Taking in the office of the Prothonotary of Northampton County.

4. That the Northampton County Solicitor is authorized and directed to record the Notice.

5. That Northampton County, acting by and through Northampton County Council and the Northampton County Executive and/or the Northampton County Solicitor's office, is hereby authorized and directed to pay, or to offer to pay, within sixty days from filing of the herein above mentioned Declaration of Taking, just compensation to each Condemnee as provided for and pursuant to Section 307 of the Eminent Domain Code.

6. That the Northampton County Solicitor's office is hereby authorized and directed to send the Notice required by Section 305 of the Eminent Domain Code to the record owner of the property or interest in property to be condemned by certified mail per Section 305(b) of the Eminent Domain Code.

This ordinance was advertised on the ___ day of ____ 2019 and was adopted by the Northampton County Council on the ___ day of ____ 2019.

ATTEST:

__________________________  ____________________________  ____________________________
Linda M. Zembo               Ronald R. Heckman            Lamont J. McClure
Clerk to Council             County Council President        County Executive

(J:\2019\bills\bill766)
COUNTY OF NORTHAMPTON

RECORDE OF DEEDS
NORTHAMPTON COUNTY GOVERNMENT CENTER
659 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 829-6210
Andrew F. Suter - Recorder
Dorothy J. Edelman - Lead Deputy
Barbara L. Manieri - Deputy

Book - 2019-1  Starting Page - 207265
Total Pages - 5

Instrument Number - 2019025633
Recorded On 9/26/2019 At 11:00:48 AM

* Instrument Type - DEED
* Grantor - FEDERAL HOME LOAN MORTGAGE CORPORATION
* Grantee - SUNBLEST HOLDINGS LLC
* Customer - RADIAN SETTLEMENT SERVICES INC.

* RECORDED BY: RADIAN SETTLEMENT SERVICES INC.
1000 GSK DRIVE, SUITE 210
CORAOPOLIS, PA 15108

I hereby CERTIFY that this document is recorded in the
Recorder's Office Of Northampton County, Pennsylvania

Andrea F. Suter
Recorder of Deeds

THIS IS A CERTIFICATION PAGE
Do Not Detach
THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

Book: 2019-1  Page: 207265

* - Information noted by an asterisk may change during the verification process and may not be reflected on this page.
SPECIAL WARRANTY DEED

This Indenture made this 26th day of September, 2019, between

Federal Home Loan Mortgage Corporation, by its Attorney-in-Fact, Radian Settlement Services Inc., by virtue of a Power of Attorney recorded July 12, 2019, in the Recorder of Deeds in and for the County of Northampton, at Book 2019-1, Page 139287, Instrument #2019017399, a mailing address of 5000 Plano Parkway, Carrollton, TX 75010 hereinafter called the Grantor(s), of the one part and

Sunblest Holdings, LLC, a mailing address of 2045 Clarendon Drive, Easton, PA 18040, hereinafter called the Grantee(s), of the other part,

Witneseth, That the said Grantor(s) for and in consideration of the sum of THIRTY-THREE THOUSAND FORTY-FIVE AND 00/100 ($33,045.00) DOLLARS, unto Grantee and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee(s), their heirs and assigns forever in Fee Simple, the following described real property in the City of Easton, County of Northampton, Pennsylvania:

SRR ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

Commonly known as: 150 South Union Street, Easton, PA 18042

Being the same property conveyed to Federal Home Loan Mortgage Corporation in a prior Deed recorded on 08/05/2019 under Instrument Number 2019019551, Book 2019-1, Page 160233, in Northampton County, Pennsylvania.

TOGETHER WITH all and singular the improvements, ways, streets, alleys, driveways, passages, waters, watercourses, right, liberties, privileges, hereditaments and appurtenances, whatsoever and her granted premises belonging, or in any way appertaining, and the reversion and remainders, rents, issues and profits thereof and all the estate, right, title interest property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of
in aid to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described herein, with the buildings and improvements thereon erected, the hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances unto the said Grantee, his/her/their heirs and assigns, to and for the only proper use and behoof of the said Grantee, his/her/their heirs and assigns forever.

UNDER AND SUBJECT TO the easements, restrictions and encumbrances of record to the extent valid and enforceable.

AND the said Grantor, for itself and its successors, does by these presents covenant, grant and agree to and with singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances unto the said Grantee(s), and Grantee's successors and assigns, against it the Grantor, and its successors, and against all and every person or persons whomever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will, subject as aforesaid, SPEARILY WARRANT AND FOREVER DEPRIND.

THE GRANTOR(S) CERTIFY, PURSUANT TO ACT 97 OF 1980, ENACTED JULY 7, 1980, SECTION 405 ET SEQ., THAT NO HAZARDOUS WASTE IS PRESENTLY BEING DEPOSITED BY THEM ON OR IN THE LAND CONVEYED BY THIS DEED, NOR HAS ANY HAZARDOUS WASTE EVER BEEN DEPOSITED TO THEIR KNOWLEDGE ON OR IN THE LAND CONVEYED BY THIS DEED. THIS PARAGRAPH IS BEING INSERTED IN THIS DEED PURSUANT TO SECTION 405 OF SAID ACT 97 OF 1980.

IN WITNESS WHEREOF, the said Grantor has herunto set their hand and seal on this 20th day of September, 2019.


BY: [Signature]

NAME: [Name]

TITLE: [Title]

State of Pennsylvania
County of [County]

On this 20th day of September, 2019, before me, the undersigned officer, personally appeared Richard J. Bosher, who acknowledged himself/herself to be the Closing Person of said Entity, and that, as such Richard J. Bosher, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Entity.

IN WITNESS WHEREOF, I have hereunto set my official seal.

[Seal]

[Signature]

My commission expires 3-26-23 (date)
No title exam performed by the preparer. Legal description and party's names provided by the party.

CERTIFICATE OF RESIDENCE

I do hereby certify that the Tax Bill Address of the within named Grantee(s) is:

Sunblest Holdings, LLC
2045 Clarendon Drive
Easton, PA 18040-4444

I do hereby certify that the Owner Mailing Address of the within named Grantee(s) is:

Sunblest Holdings, LLC
2045 Clarendon Drive
Easton, PA 18040-4444

[Signature]
Grantee or Agent
EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HERRIN BELOW IS SITUATED IN THE COUNTY OF NORTHAMPTON, STATE OF PENNSYLVANIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT OR PIECE OF GROUND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE ON THE EAST SIDE OF UNION STREET, IN THE CITY OF EASTON, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, AND KNOWN AS NO. 150 SOUTH UNION STREET, BOUNDED AND DESCRIBED AS FOLLOW, TO WIT:

BEGINNING AT A POINT IN THE EASTERN LINE OF SOUTH UNION STREET IN SAID CITY OF EASTON, ONE HUNDRED AND THREE (103) FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID UNION STREET AND SPRUCE STREET; THENCE EXTENDING SOUTHWARDLY IN FRONT ALONG THE SAID LINE OF UNION STREET TWENTY (20) FEET TO A POINT; THENCE EASTWARDLY INDEPTHE ONE HUNDRED (100) FEET ALONG A LINE RUNNING PARALLEL WITH SAID SPRUCE STREET, AND DISTANT ONE HUNDRED AND TWENTY-THREE (123) FEET TO A POINT; THENCE NORTHWARDLY TWENTY (20) FEET ALONG LINE RUNNING PARALLEL WITH SAID SOUTH UNION STREET, AND DISTANT FROM THE SAME ONE HUNDRED (100) FEET; THENCE WESTWARDLY ONE HUNDRED (100) FEET ALONG A LINE RUNNING PARALLEL WITH SAID SPRUCE STREET AND DISTANT FROM THE SAME ONE HUNDRED AND THIRTY (183) FEET.

PARCEL ID NUMBER: L9SEBD2240310

PROPERTY COMMONLY KNOWN AS: 150 South Union Street, Easton, PA 18042
EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF NORTHAMPTON, STATE OF PENNSYLVANIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT OR PIECE OF GROUND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATED ON THE EAST SIDE OF UNION STREET, IN THE CITY OF EASTON, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, AND KNOWN AS NO. 150 SOUTH UNION STREET, BOUNDED AND DESCRIBED AS FOLLOW, TO WIT:

BEGINNING AT A POINT IN THE EASTERN LINE OF SOUTH UNION STREET IN SAID CITY OF EASTON, ONE HUNDRED AND THREE (103) FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID UNION STREET AND SPRUCE STREET; THENCE EXTENDING SOUTHWARDLY IN FRONT ALONG THE SAID LINE OF UNION STREET TWENTY (20) FEET TO A POINT; THENCE EASTWARDLY INDEPHTH ONE HUNDRED (100) FEET ALONG A LINE RUNNING PARALLEL WITH SAID SPRUCE STREET, AND DISTANT ONE HUNDRED AND TWENTY-THREE (123) FEET TO A POINT; THENCE NORTHWARDLY TWENTY (20) FEET ALONG LINE RUNNING PARALLEL WITH SAID SOUTH UNION STREET, AND DISTANT FROM THE SAME ONE HUNDRED (100) FEET; THENCE WESTWARDLY ONE HUNDRED (100) FEET ALONG A LINE RUNNING PARALLEL WITH SAID SPRUCE STREET AND DISTANT FROM THE SAME ONE HUNDRED AND THREE (103) FEET.

PARCEL ID NUMBER: L8S22D2340310

PROPERTY COMMONLY KNOWN AS: 150 South Union Street, Easton, PA 18042
RESOLUTION

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

WHEREAS, the Northampton County Council and Sunblest Holdings, LLC have agreed to the purchase of 150 South Union Street, Easton, Pennsylvania (the “Property”) in consideration of eighty-five thousand dollars ($85,000.00); and

WHEREAS, at the January 9, 2020 meeting, Northampton County Council, by a vote of 7-2, authorized the purchase of the Property pursuant to Ordinance No. 681-2019; and

WHEREAS, this purchase was in lieu of a condemnation and taking of the property, as evidenced by Bill No. 766, attached hereto as Exhibit “A”, and reflected in Northampton County Council Minutes from November 7, 2019, attached hereto as Exhibit “B”.

RESOLVED by the Northampton County Council that Ordinance No. 681-2019 be deemed a purchase in lieu of condemnation.

ATTEST:                      INTRODUCED BY:

Linda M. Zembo               Ronald Heckman
Clerk to Council             Northampton County Council President
Public Hearing on the Ordinance Entitled, "AN ORDINANCE AUTHORIZING PREPARATION AND SUBMISSION OF A DECLARATION OF TAKING AND RELATED DOCUMENTATION FOR THE LANDS OF SUNBLEST HOLDINGS, LLC"

Mr. Heckman advised the following ordinance was introduced by Messrs. Heckman and Lott at the October 17, 2019 meeting:

AN ORDINANCE AUTHORIZING PREPARATION AND SUBMISSION OF A DECLARATION OF TAKING AND RELATED DOCUMENTATION FOR THE LANDS OF SUNBLEST HOLDINGS, LLC.

WHEREAS, Northampton County Council has determined that it is necessary and appropriate to acquire a parcel of land adjoining a parcel owned by Northampton County for construction of a handicap-accessible public parking lot to facilitate the parking needs of the County municipal offices, courthouse, and jail facilities; and

WHEREAS, a description of the property condemned from owner, Sunblest Holdings, LLC, sufficient for its identification is set forth in Exhibit "1" being part of the same premises more particularly described in the Office of the Recorder of Deeds in and for Northampton County Deed Book Volume 2019-1, Page 207265 located in the City of Easton, Northampton County, Pennsylvania also identified as Tax Parcel No. L9SE2D-2-24-0310; and

WHEREAS, Condemnor, Northampton County condemns the entire parcel identified as 150 South Union Street, Easton, Pennsylvania 18042-4444. A copy of the plot plan showing the entire property and portion of land condemned and legal description of the condemned land is attached as Exhibit "2"; and

WHEREAS, Northampton County is permitted to acquire land and interests in land by Eminent Domain pursuant to the Eminent Domain Code, 26 Pa. C.S.A. Section 302 et seq. as amended.

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED by the Northampton County Council as follows:
1. All "Whereas" clauses are hereby incorporated into this Resolution.

2. That the County Solicitor's office, is hereby authorized and directed to prepare, and the proper officers to execute, a Declaration of Taking and Notice of Condemnation in accordance with the provisions of the Pennsylvania Eminent Domain Code of 2006, as amended.

3. That the Northampton County Solicitor is hereby authorized and directed to file the Declaration of Taking in the office of the Prothonotary of Northampton County.

4. That the Northampton County Solicitor is authorized and directed to record the Notice.

5. That Northampton County, acting by and through Northampton County Council and the Northampton County Executive and/or the Northampton County Solicitor's office, is hereby authorized and directed to pay, or to offer to pay, within sixty days from filing of the herein above mentioned Declaration of Taking, just compensation to each Condemnee as provided for and pursuant to Section 307 of the Eminent Domain Code.

6. That the Northampton County Solicitor's office is hereby authorized and directed to send the Notice required by Section 305 of the Eminent Domain Code to the record owner of the property or interest in property to be condemned by certified mail per Section 305(b) of the Eminent Domain Code.

Public Hearing

Mr. DiLuzio stated he and Mr. Elias bought 150 South Union Street at an auction and it was currently occupied by Mr. Glen Loebhack. He further stated Mr. Loebhack owned it from 2008 until he foreclosed on it earlier this year, noting previous to that it was owned by his mother and before that his great-uncle.

Mr. DiLuzio advised their side of the building was structurally sound, but the other half, which the County owned, was in pretty bad shape. He further advised he was informed the County purchased this property in 2005 for $60,000.

Mr. DiLuzio stated after they made their good-faith deposit they learned the County was looking to condemn it. He further stated on September 4, 2019, he received an e-mail from the
Solicitor's Office that indicated they intended to condemn the properties on the lot due to uninhabitable conditions, noting at no time were they informed about a parking lot.

Mr. DiLuzio advised in an e-mail dated September 17, 2019, the Solicitor's Office indicated the County could build the planned parking lot somewhere else and they would be interested in selling their property to them as soon as possible.

Mr. DiLuzio stated he was present to argue against this ordinance because the condemnation was for a parking lot that was not necessary. He further stated it was due to the County's negligence that the property became uninhabitable and they felt it had to be taken down.

Mr. DiLuzio advised two months ago the County was looking to sell this property and entertained offers from them so he would like them to fix it up and sell it. He further advised the only thing that changed since they decided they needed a parking lot was the Milides Building was knocked down to provide parking so there was no reason for this parking lot that would not be in a convenient location and would have a mid-block crossing.

Mr. McClure stated he would not use the power of condemnation lightly, but this was a situation where there was a public need for it and they were offered a fair price in excess of what they paid for this property. He further stated he did not believe the taxpayers should be held up by investors who were speculating because they were surrounded by government properties and a government that had a deep pocket because they had taxpayers who were forced to send in real estate property taxes on an annual basis.

Mr. Scott Parsons, Deputy Director of Public Works, advised this process was started in February 2018 when he looked at the property and found there was a huge hole in the roof. He further advised he tried numerous times to contact Mr. Loebson to no avail so the Solicitor's Office got involved after they determined it would not be worth fixing it and there was no way to tear half of a double down.

Mr. Brian Taylor, Assistant Solicitor, stated he was first apprised of the situation in December 2018 and he attempted to contact Mr. Loebson to ascertain the condition of the properties. He further stated they had tried to contact him through e-mails, certified letters, return-receipt letters,
personal visits and even had a Sheriff go to talk to him about the property.

Mr. Taylor stated they had considered renovating the property, but the County was not a landlord and it was decided the best use for it would be a parking lot.

Mr. Taylor stated it was not until April 2019 when Mr. Loebsack finally called him and informed him the property was in foreclosure and there was $80-85,000 remaining on the bank loan. He further stated he informed him the County could not buy it at that price and cover the remaining mortgage.

Mr. Taylor advised he then e-mailed him to let him know the County was interested in tearing this property down. He further advised approximately two weeks after that he learned the property was going up for auction online so he signed up on behalf of the County so an appropriate bid could be made when the time came.

Mr. Taylor stated approximately two weeks later after he had informed the foreclosure counsel that the County was interested in obtaining this property he learned that Sunblest Holdings, LLC had obtained the property for a bid of $35,000. He further stated Mr. DiLuzio wrote him asking what the County’s intention was for the property and he informed him they were going to condemn the property.

Mr. Taylor advised on September 5, 2019, he wrote Mr. Dwight Danser, Esq., who was representing Sunblest Holdings, LLC, that the County’s intention was to acquire the property for parking. He further advised Mr. Danser indicated the County could show up at the closing and they would sell it for $35,000.

Mr. Taylor stated Mr. DiLuzio and Mr. Elias contacted him and over the course of approximately two months they entered into negotiations because they felt $35,000 was too low. He further stated he then offered $41,000 and tried several times to get them to make a counter offer.

Mr. Taylor advised he went to the mid-$40,000 and again asked for counter offers, but they refused. He further advised he then offered $50,000, but they were not able to come to an agreement. He noted he did inform them as late as this past Monday that the $50,000 was still on the table.
Mr. Taylor stated at one point they did ask if the County would be interested in selling their side or do some type of swap and he indicated it would be. He further stated the first time he received a counter offer was yesterday for $85,000.

In response to Ms. Vargo Heffner’s question as to whether they had indicated at any time they were concerned about putting Mr. Loebseck out of his home, Mr. Taylor advised that was not mentioned.

In answer to Mr. Dietz’s question as to why the County originally purchased the other half, Mr. McClure stated he did not know, but historically former County Executive Glenn Reibman wanted to purchase as much of the property around the Courthouse as he could for County purposes.

Mr. Dietz advised the County’s failure to maintain the property should not mandate the owners of the other side to sell it and accept the County’s offer.

Mr. Taylor stated he realized there was an issue and one way to rectify it was to buy it to further the public need they had in mind. He further stated the County was not in the business of taking other people’s property.

Mr. Dietz advised he was against condemnation and he felt the County should be held to the same standard of maintaining a property as a private owner.

Mr. Taylor stated parking was a legitimate purpose for condemnation and there was a parking deficiency around the Courthouse.

Mr. Dietz advised he did not agree Sunblest Holdings, LLC was speculating because they did not know at the time they put their bid in that the County wanted to build a parking lot.

Mr. Stephen Barron stated Mr. Loebseck knew because he had been in contact with Mr. Taylor before it was sold.

Mr. Taylor advised they notified everyone they could of the County’s intention.

Mr. Cusick stated usually when the County acquired property it required an appraisal so he wanted to know if an appraisal was done on this property.
Mr. Barron advised they were aware they did not have the ability without appraisals to acquire property so that was why they were working through the bank to get it before it went to auction. He further advised usually when the County offered money to a bank to take a property that was where the process ended and it never would have went to auction.

Mr. Cusick stated County Council had no idea what the property was worth so they may wind up in a Board of Viewers situation where the property owners bring their $85,000 appraisal and the taxpayers lose out. He further stated he would personally like to see the County sell its half to them and have it on the tax rolls because once the former Milides Building parking lot was completed there would be adequate parking.

When Ms. Zrinski commented that Mr. Loebsack was living at the location when it went into foreclosure and Mr. DiLuzio and Mr. Elias knew him, Mr. Barron advised they had indicated they knew him. He further advised when himself, Mr. Taylor, Mr. Parsons and Mr. Michael Emili, Director of Public Works, went to the house, they did not see any indication that someone was living there.

Mr. Barron stated Mr. Loebsack had some involvement with the Wilson Police Department recently and the file at the District Magistrate Justice’s Office showed his address as c/o Alice Loebsack, 1834 Washington Boulevard, Easton, Pennsylvania. He further stated there was no activity going on in the house and letters went unanswered.

Ms. Zrinski advised she visited the County’s half of the property and there was a significant amount of black mold so she could not imagine that it was not going through to the other half and that someone could live there.

Mr. Barron stated they felt they made a fair offer at $50,000 and came to the condemnation process because they felt it was the best course for the County.

In response to Ms. Zrinski’s question as to whether either side was appraised, Mr. Barron advised they looked at comparable values and the highest comparable value was $60,000.

In answer to Mr. Heckman’s question as to how they were able to win the bid, Mr. Taylor stated he could not explain how Auction.com operated.
In response to Mr. Heckman's comment that they could obtain a market value from the tax roll assessment amount, Mr. Barron replied not always.

Mr. McClure advised Mr. Taylor received a long e-mail from Mr. DiLuzio and Mr. Elias in which they indicated their property was not for sale and no offer less than $85,000 would be considered. He further advised it went on to indicate that any agreed upon sale had to include relocation for Mr. Loebsack.

Mr. McClure stated there was a State statute that under condemnation there was a certain amount of money that had to be paid for relocation and they were willing to do that and he was right now offering them $85,000 for the property.

Mr. Lott made a motion to table this ordinance to allow the County Executive and the property owners to negotiate further.

Ms. Vargo Heffner seconded the motion.

The vote: Lott, "yes"; Vargo Heffner, "yes"; Werner, "yes"; Zrinski, "no"; Cusick, "no"; Dietz, "no"; Ferraro, "no"; Heckman, "yes" and McGee, "yes".

The motion to table passed by a vote of 5-4.

Mr. Cusick advised the Administrative Code was clear that appraisals had to be done before action was taken.

Ms. Zrinski stated she felt this could be better resolved through negotiation and not condemnation.

Mr. Dietz advised County Council's action should not preclude them from coming to a reasonable agreement.

Mr. McGee left the meeting at this time.

Introduction of an Ordinance Amending the 2019 Northampton County Budget

Ms. Vargo Heffner and Ms. Zrinski introduced the following ordinance:

AN ORDINANCE PROVIDING FOR AMENDMENTS TO THE 2019 NORTHAMPTON COUNTY BUDGET
WHEREAS, Northampton County Home Rule Charter Article II, Section 202. Powers, states "The County Council shall have, among others, the following powers: (5) to levy taxes and to determine the subject manner and rates of taxation;"; and

WHEREAS, 68 P.S. 398.10.2 a.1 excludes the purchaser of an abandoned mobile home from paying any outstanding taxes or liens against the mobile home; and

WHEREAS, the County has 38 deactivated mobile homes for which it cannot recover outstanding taxes at the current time and the current owners' whereabouts are unknown; and

WHEREAS, the County is incurring costs to mail out notices to the owners whose current whereabouts are unknown and said real estate taxes are uncollectible from third party purchasers; and

WHEREAS, once the mobile homes are purchased by a third party, the mobile homes will no longer be classified as "abandoned" and prospective taxes can be collected from the third party purchaser from that point forward; and

WHEREAS, a list of deactivated mobile homes with the outstanding tax balances are set forth in "Exhibit 1" attached and incorporated into this resolution by reference.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Northampton County Council as follows:
1. All "Whereas" clauses are hereby incorporated into this resolution.

2. The deactivated mobile home tax delinquency amounts as set forth in "Exhibit 1" shall hereafter be purged from the Northampton County tax rolls.

3. The County shall submit new tax bills for the mobile homes as designated in Exhibit "1" upon being reactivated as permitted pursuant to the Mobile Home Park Rights Act.

ATTEST:                        INTRODUCED BY: 

_________________________________________________________  

Linda M. Zembo  
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held __________, 2020.
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<th>Penalty</th>
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THE COUNTY OF NORTHAMPTON

RESOLUTION

Number ??-2020

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 January 31, 2020, 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 $131,063, with Reynolds Business Systems, for Deed Book Quality Control and Scanning.

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 Reynolds Business Systems for Deed Book Quality Control and Scanning.

ATTEST: 

INTRODUCED BY:

__________________________
Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held _______________, 2020.

(J:\2020\res\r-reynolds)
# Northampton County Council Council Procurement Notice

**TO:** Linda Zembo, County Clerk  
**FROM:** Lamont G. McClure, County Executive  
**DATE:** January 29, 2020

|   | 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 County Record Improvement Funds  

## Source Selection Method:

|   | Competitive Negotiation (Proposal)  
|---|---  
| 5 | Noncompetitive Negotiation (Sole Source)  
| 6 | PA State Contract #009-58 Security Documents - Storage  

**Comment:**

|   | The County of Northampton under Act 57 of 1998 is allowed as a public procurement units to purchase off state contracts made available to local public procurement units.  

|   | Executive Order Required After Council Approval (not attached)  
|---|---  
| 9 | Purchase Order to Be Issued  

## Contract Terms

**Vendor:**

|   | Reynolds Business Systems, 682 North Brookside Road, Allentown, PA 18106  

**Product/Service:**

|   | Deed Book Quality Control and scanning for 2,281 Miscellaneous Books of various sizes and categories totaling 1,823,068 pages as per the attached inventory listing.  

**Price:**

|   | $131,063.00  

**Comment:**

|   | Proposal from Reynolds Business System for Deed Book Quality Control  

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*Administrative Code Section*  

**V2.1 March 18, 2008**