Northampton County Council
Amended Agenda
October 19, 2017  6:30 p.m.

Prayer

Pledge of Allegiance

Roll Call

Approval of Minutes - October 5, 2017

Courtesy of the Floor

Confirmation of Appointments/Re-appointment

Controller's Report

County Executive Report

Old Business

1. Public Hearing on the Ordinance Entitled, "AN ORDINANCE OF THE COUNTY OF NORTHAMPTON AT EASTON, PENNSYLVANIA, AUTHORIZING THE NORTHAMPTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS OF NORTHAMPTON COUNTY FOR THE PURPOSE OF ELECTING A GOVERNMENT STUDY COMMISSION TO CONSIDER: THE REPEAL OF THE NORTHAMPTON COUNTY HOME RULE CHARTER, THE ADVISABILITY OF THE ADOPTION OF AN OPTIONAL FORM OF GOVERNMENT OR TO CONTINUE WITH THE PRESENT NORTHAMPTON COUNTY HOME RULE CHARTER"

2. Public Hearing on the Ordinance Entitled, "AN ORDINANCE PROVIDING FOR AN AMENDMENT TO THE NORTHAMPTON COUNTY HOME RULE CHARTER, ARTICLE VII FINANCE"

New Business

1. Consideration of Personnel Requests - Court Administration - Domestic Relations Section Resolution

2. Consideration of Amended Recorder of Deeds Fee Schedule Resolution

3. Introduction of an Ordinance Entitled, AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 3,280 SQUARE FEET OF OFFICE SPACE IDENTIFIED AS 269 BLUE VALLEY DRIVE, BANGOR, PENNSYLVANIA, FROM UNITED HOISTING COMPANY, INC., LONG ISLAND CITY, NEW YORK" (District Court #03-3-03)
4. Introduction of an Ordinance Entitled, "AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 3,500 SQUARE FEET OF OFFICE SPACE IDENTIFIED AS 400 NORTHAMPTON STREET, SUITE 100, EASTON, PENNSYLVANIA, FROM 400 NORTHAMPTON LP, EASTON, PENNSYLVANIA" (District Court #03-2-05)

5. Introduction of an Ordinance Entitled, "AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 2,100 SQUARE FEET OF OFFICE SPACE IDENTIFIED AS ST. JOHN STREET AND PHILADELPHIA PIKE, SUITE NO. 700C AND 700D, EASTON, PENNSYLVANIA, FROM NIDI GROUP, LLC T/A PLAZA AT CROSS ROADS, LEHIGH VALLEY, PENNSYLVANIA" (District Court #03-2-06)

6. Introduction of an Ordinance Entitled, "AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 2,773 SQUARE FEET OF OFFICE SPACE IDENTIFIED AS 3 WELLER COURT, EASTON, PENNSYLVANIA, FROM THE TOWNSHIP OF PALMER, NORTHAMPTON COUNTY, PENNSYLVANIA" (District Court #03-2-09)

7. Introduction of an Ordinance Entitled, "AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 2,847 SQUARE FEET OF OFFICE SPACE IDENTIFIED AS THIRD AND POLK BUILDING, 322 EAST THIRD STREET, BETHLEHEM, PENNSYLVANIA, FROM POLK STREET DEVELOPMENT ASSOCIATES, L.P. AND POLK STREET DEVELOPMENT GROUP, INC." (District Court #03-2-10)

8. Introduction of an Ordinance Entitled, "AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 2,650 SQUARE FEET OF OFFICE SPACE IDENTIFIED AS 1710 BUTLER STREET, EASTON PENNSYLVANIA, FROM JAMES S. GAROFALO, EASTON, PENNSYLVANIA" (District Court #03-2-12)

Council Committee Reports
Council Liaison Reports
Council Clerk's Report
Council Solicitor's Report
Adjournment
RESOLUTION

Number ??-2017

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

AREA AGENCY ON AGING
ADVISORY COUNCIL

Appointment:  
Joan Good  
2285 South Delaware Drive  
Easton, PA 18042

Mary Jane Long  
27 Glenmoore Circle  
Easton, PA 18045

Term to Expire: 7/1/19

Term to Expire: 6/30/20

Re-appointment:  
Eileen B. Segal  
2701 Liberty Street  
Easton, PA 18042

Term to Expire: 7/1/19
CHILDREN, YOUTH AND FAMILIES
ADVISORY BOARD

Appointment: Tina Kichline
507 Pen Argyl Street
Pen Argyl, PA 18072

Term to Expire: 11/1/19

DRUG AND ALCOHOL ADVISORY BOARD

Appointment: Elizabeth Hayworth
227 W. Greenwich Street
Bethlehem, PA 18018

Term to Expire: 6/30/19

MENTAL HEALTH, EARLY INTERVENTION
AND DEVELOPMENTAL PROGRAMS
ADVISORY BOARD

Appointment: Daniel G. Reiss
2032 Siegfried Street
Bethlehem, PA 18017

Term to Expire: 10/19/20

ATTEST:

INTRODUCED BY:

Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held _________, 2017.

(J:\2017\res\r-appts)

-2-
Title: AN ORDINANCE OF THE COUNTY OF NORTHAMPTON AT EASTON, PENNSYLVANIA, AUTHORIZING THE NORTHAMPTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS OF NORTHAMPTON COUNTY FOR THE PURPOSE OF ELECTING A GOVERNMENT STUDY COMMISSION TO CONSIDER: THE REPEAL OF THE NORTHAMPTON COUNTY HOME RULE CHARTER; THE ADVISABILITY OF THE ADOPTION OF AN OPTIONAL FORM OF GOVERNMENT; OR TO CONTINUE WITH THE PRESENT NORTHAMPTON COUNTY HOME RULE CHARTER

WHEREAS, the County of Northampton is a Third-Class County organized and operating under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, on January 9, 1976, a Northampton County Government Study Commission of 11 members recommended the adoption of a Home Rule Charter for the County of Northampton pursuant to the Home Rule Charter Law, Act of April 13, 1972, P.L. 62, as amended, 53 Pa.C.S.A. Section 2901 et seq.; and

WHEREAS, the County of Northampton, effective January 2, 1978, adopted the Home Rule Charter of Northampton County as its form of Local Government, 348 Pa.Code Section 1.1-101 et seq.; and

WHEREAS, the Northampton County Council as the governing body of Northampton County deems it advisable to submit a ballot question to the electors of Northampton County for a determination as to whether a Government Study Commission shall be elected to consider a repeal of the current Northampton County Home Rule Charter; the advisability of the adoption of an optional form of government or to continue with the present Home Rule Charter; and

WHEREAS, the Home Rule Charter and Optional Plans Law, Public Law 1158, December 19, 1996, No. 177 Section 1 et al, Title 53 Pa.C.S.A. Section 2901 et seq. provides the statutory basis for submission of a question to the electors of Northampton County to determine whether a Government Study
Commission is to be elected.

NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED BY Northampton County Council as follows:

Northampton County Council, as the governing body of Northampton County, hereby calls for a Public Election to be, and the same is hereby called for May 15, 2018, between the hours of 7:00 a.m. and 8:00 p.m. prevailing local time, which is the date of the Primary Election for other purposes at polling places for holding elections in the County of Northampton for the purpose of submitting a question for the election of a Government Study Commission to the voters of Northampton County.

The question to be submitted to the electors of the County of Northampton at such Primary Election in accordance with the Home Rule Charter and Optional Plans Law, at Title 53 Pa.C.S.A. Section 2911(A) shall be in the following form:

"Shall a Government Study Commission of nine (9) members be elected to study the existing form of government of the municipality, to consider the advisability of the adoption of an optional form of government or a home rule charter, to recommend the adoption of an optional form of government or to draft and recommend a home rule charter?

Yes ________  No ________"

The content and form of the election notice to be advertised by the Northampton County Board of Elections are hereby approved and substantially in the form set forth below:

NOTICE OF ELECTION

COUNTY OF NORTHAMPTON, PENNSYLVANIA

Northampton County Government Study Commission Referendum

Notice is hereby given to the electors of the County of Northampton, Pennsylvania, that the County of Northampton will hold an election on May 15, 2018, between the hours of 7:00 a.m. and 8:00 p.m., prevailing local time, at the places for holding the elections in the County and coinciding with the Primary Election for the purpose of determining whether the electors of Northampton County desire to elect a Government Study Commission to study the existing form of government under the Northampton County Home Rule Charter and to consider the advisability of the
repeal of the Home Rule Charter, the adoption of an optional form of government or continuing with the present Home Rule Charter.

The question to be submitted to the electors of the County of Northampton at such Primary Election shall be in the following form:

Shall a Government Study Commission of nine (9) members be elected to study the existing form of government of the municipality, to consider the advisability of the adoption of an optional form of government or a home rule charter, to recommend the adoption of an optional form of government or to draft and recommend a home rule charter?

Yes ____________ No ____________

Plain English Version:

The ballot question asks the voters of Northampton County whether a Government Study Commission should be elected to consider the repeal of the Northampton County Home Rule Charter; the advisability of the adoption of an optional form of government and/or the continuation of the current Northampton County Home Rule Charter. A vote of yes to the ballot question approves the creation of a Government Study Commission of nine (9) members which shall report to the citizens of Northampton County within nine (9) months its findings and recommendations pursuant to the Home Rule Charter and Optional Plans Law, Title 53 Pa.C.S.A. Section 2901 et seq.

The proper officials, officers and/or employees of the County of Northampton are hereby authorized and directed to give notice of said Election by publication and as otherwise required by law.

Northampton County Clerk is hereby authorized and directed within five (5) days after the final enactment of this Ordinance authorizing the Election to file a certified copy of this Ordinance with the Northampton County Board of Elections.

The proper officials, officers and/or employees of Northampton County are hereby authorized and empowered on behalf of the County of Northampton to execute any and all papers and to do or cause to be done any and all acts and things necessary and proper for the execution in carrying out the requirements of
This Ordinance shall become effective 30 days after the date of final enactment.

This ordinance was advertised on the ___ day of ________ 2017 and was adopted by the Northampton County Council on the ___ day of ________ 2017.

ATTEST:

__________________________  ________________________________  ________________________________
Linda M. Zembo             John Cusick                        John A. Brown
Clerk to Council           County Council President           County Executive
Ordinance No.  

SESSION 2017  

Bill No. 705

Introduced by Matthew H. Dietz and Hayden Phillips on October 5, 2017

Enacted  
Effective

Title: AN ORDINANCE PROVIDING FOR AN AMENDMENT TO THE NORTHAMPTON COUNTY HOME RULE CHARTER, ARTICLE VII FINANCE

BE IT HEREBY ORDAINED AND ENACTED, by the Northampton County Council that:

SECTION I - PROPOSED AMENDMENT TO THE NORTHAMPTON COUNTY HOME RULE CHARTER

A. A proposed amendment to the Northampton County Home Rule Charter shall be prepared for presentation as a referendum question at the May 15, 2018 Primary Election, said referendum question shall be prepared and acted upon in accordance with the Northampton County Home Rule Charter, Article XI, and all applicable laws of the Commonwealth of Pennsylvania.

B. The proposed question is:

Shall the electorate of Northampton County approve a change in the Northampton County Home Rule Charter Article VII Finance to require voter approval for the County to incur certain types of debt.

Article VII Finance, Section 709. Voter Approval to Incur Certain Types of Debt, shall read as follows:

"Voter approval would be required for the issuance by the County of "private activity bond", including those in which proceeds are to be used by 501(c)(3) organizations, all as defined by the Internal Revenue Code or "lease rental debt", as defined by Section 8002(a) of the Pennsylvania Local Government Unit Debt Act."
SECTION II - EFFECTIVE DATE

A. This ordinance shall become effective thirty days after the date of enactment.

This ordinance was advertised on the ___ day of ____________ 2017 and was adopted by the Northampton County Council on the ___ day of ____________ 2017.

ATTEST:

_________________________________________  __________________________________________
Linda M. Zembo                                    John Cusick
Clerk to Council                                  County Council President

_________________________________________
John A. Brown
County Executive

(J:\2017\bills\bill705)
IT IS HEREBY RESOLVED by the Northampton County Council that the one part-time position of Clerical Technician II, pay grade CN 13 1-A, salary $25,631, and the full time positions of Intake Technician I, pay grade CN 15 8-H, salary $38,248; Office Supervisor, pay grade CS 19 2-B, salary $40,798; Support Services Supervisor, pay grade CS 20 6-F, salary $50,949; Conference Officer II, pay grade CP 24 3-C, salary $48,858; Conference Officer II, pay grade CP 24 8-H, salary $60,474; Conference Officer I, pay grade CP 22 5-E, salary $48,671; Conference Officer I, pay grade CP 22 9-I, salary $57,450 and Support Technician II, pay grade CN 16 4-D, salary $33,584 shall be eliminated in Court Administration, Domestic Relations Section, effective October 19, 2017.

IT IS FURTHER HEREBY RESOLVED that the full time positions of Support Technician I, pay grade CN 15 8-H, salary $38,248; Office Supervisor, pay grade CS 20 2-B, salary $42,724; Support Services Supervisor, pay grade CS 21 6-F, salary $53,346; Conference Officer II, pay grade CP 25 3-C, salary $51,083; Conference Officer II, pay grade CP 25 8-H, salary $63,243; Conference Officer II, pay grade CP 25 3-C, salary $51,083; Conference Officer II, pay grade CP 25 7-G, salary $60,592 and Clerical Specialist, pay grade CN 17 4-D, salary $35,167 shall be created in Court Administration, Domestic Relations Section, effective October 19, 2017.

ATTEST:                             INTRODUCED BY:

Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held ________, 2017.
WHEREAS, Northampton County Council Ordinance No. 17-1979 provides that the Northampton County Council shall set fees charged by various County agencies by means of a resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Northampton County Council that the fee schedule for the Recorder of Deeds Office shall be amended to read as indicated on the attached documentation. The revised fees shall take effect October 26, 2017.

ATTEST:                                   INTRODUCED BY:

Linda M. Zembo
Clerk to Council

The above resolution was adopted by the Northampton County Council at the meeting held _____________, 2017.
FEE SCHEDULE Effective October 26, 2017

* All Document Prices Listed Below Are Up to 4 pages, 4 names
* No Blanket Assignments, Releases, or Satisfaction Pieces
* Maximum Document Size is 8 1/2" x 11", Non-compliant (8 1/2" x 14" only) Penalty Fee is $10.00
* Parcel Numbers MUST be on ALL Documents relating to Real Estate (go to www.ncpub.org)
* A Self-Addressed Stamped Envelope with sufficient postage is required for return documents

*A PARCEL CERTIFICATION FEE OF $10.00 PER PARCEL IS CHARGED IN ADDITION TO THE RECORDING FEES ON DOCUMENTS NOTED BY (*)

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Deed</td>
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<tr>
<td>Satisfaction of Mortgage</td>
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<tr>
<td>Installment Sales (Purchase) Agreement</td>
<td>$54.00 *</td>
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<tr>
<td>Leases for a term of thirty (30) years or longer</td>
<td>$54.00 *</td>
</tr>
<tr>
<td>Easement or Right of Way</td>
<td>$54.00 *</td>
</tr>
<tr>
<td>Subordination, Modification, Amendment of Mortgage</td>
<td>$18.50 *</td>
</tr>
<tr>
<td>Power of Attorney</td>
<td>$18.50 *</td>
</tr>
<tr>
<td>Power of Attorney for sale of real estate</td>
<td>$18.50 *</td>
</tr>
<tr>
<td>Miscellaneous -- Call our office for a specific document fee</td>
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</tr>
<tr>
<td>Agreements, Assignments of Rents, Certificates of Completion</td>
<td>$18.50 *</td>
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<tr>
<td>Court Orders, Declarations, Decrees, Letters of Intent, Etc.</td>
<td>$18.50 *</td>
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<tr>
<td>Notary Bond and Commission</td>
<td>$33.50</td>
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<tr>
<td>Notary Change of Name or Address</td>
<td>$18.50</td>
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<tr>
<td>Certifications</td>
<td>$2.50</td>
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<tr>
<td>Copies (Per Page)</td>
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<tr>
<td>Map Copies (11&quot; x 17&quot;)</td>
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<tr>
<td>Full-size maps (up to 36&quot; x 48&quot;)</td>
<td>$25.00</td>
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<td>Condominium Filing</td>
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<tr>
<td>Declaration of Plan</td>
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<td>Plan</td>
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<tr>
<td>Additional Fees</td>
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<tr>
<td>* Parcel Certification (Per Parcel) SEE NOTATION ABOVE</td>
<td>$10.00</td>
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<tr>
<td>Single Sided Pages Over (4) Four (each)</td>
<td>$2.00</td>
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<tr>
<td>Statement of Value (included in page count)</td>
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<td>Names Over (4) Four (All Parties) (each)</td>
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<tr>
<td>Subdivision Plans (Major and Minor) and Site Plans and Surveys</td>
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<tr>
<td>Additional Pages</td>
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<td>State Highway Plans (First Page)</td>
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<td>Additional Pages (each)</td>
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<td>Financing Statement</td>
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<td>UCC I Financing Statement (Flat Fee)</td>
<td>$100.00 *</td>
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<td>UCC III Amendments (Flat Fee)</td>
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Make checks payable to "RECORDER OF DEEDS"

NO PERSONAL CHECKS! Only Business, Certified Checks, Money Orders or Cash.

NO MORE THAN FIVE DOCUMENTS PER CHECK

The Recorder of Deeds Office requires the exact fee with every document. We will not accept any overpayments.
AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 3,280 SQUARE FEET OF OFFICE SPACE IDENTIFIED AS 269 BLUE VALLEY DRIVE, BANGOR, PENNSYLVANIA, FROM UNITED HOISTING COMPANY, INC., LONG ISLAND CITY, NEW YORK

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15 Purchase, Sale and Lease of Real Estate, Section b. Sealed Appraisals, provides, "The County shall not purchase, sell, or lease real estate without first obtaining sealed appraisals from two (2) professional real estate appraisers."; and

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15 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 502 (a)(6) provides that the Northampton County Council shall enact an ordinance for any act which "purchases, 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 the United Hoisting Company, Inc., Long Island City, New York, approximately 3,280 square feet of office space identified as 269 Blue Valley Drive, Bangor, Pennsylvania, for an initial rent of $4,810.66 per month. The terms and conditions of the lease shall be in accordance with the lease agreement, a copy of which is attached hereeto 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 _________ 2017 and was adopted by the Northampton County Council on the ___ day of _________ 2017.

Attest:

Linda M. Zembo
Clerk to Council

John Cusick
County Council President

John A. Brown
County Executive
Lease Agreement: Pennsylvania District Court No. 03-3-03

THIS LEASE Agreement is made and entered into on the __________ day of __________, 2017, between UNITED HOISTING COMPANY, INC, 38-51 11th Street, Long Island City, NY 11101, (hereinafter referred to as “Lessor”) and the COUNTY OF NORTHAMPTON, a Pennsylvania Municipal Corporation located at Northampton County Government Center, 669 Washington Street, Easton, PA, 18042 (hereinafter referred to as “Lessee”).

LESSOR LEASES TO LESSEE and LESSEE LEASES FROM LESSOR THE PROPERTY LOCATED AT 269 Blue Valley Drive, Bangor, PA 18013 (HEREINAFTER REFERRED TO AS “LEASED PREMISES”). LEASED PREMISES CONSISTS OF APPROXIMATELY 3,280 RENTABLE SQUARE FEET OF SPACE.

ARTICLE 1. TERM
1.01 Lease Agreement Term

The term of this Lease Agreement shall be for ten (10) years commencing on January 1, 2018 and ending on December 31, 2027.

ARTICLE 2. RENT
2.01 Amount of Rent
Lessee shall pay Lessor the sum of $4,810.66 per month from the commencement of the term of this Lease Agreement through the end of the second year of this Lease Agreement, based on $17.60 per sq ft. gross. Minimum Base Rent shall increase at commencement of years 3, 5, 7, and 9 hereof, to end of the Lease Agreement, based upon the Philadelphia CPI at the beginning of said years.

2.02 Payment of Rent
Lessee shall pay Lessor the sum stated in Section 2.01 of this Lease Agreement on the first day of each month.

ARTICLE 3. USE OF LEASED PREMISES
3.01 Permitted Use
Lessee shall 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 erect District Court 03-3-03 sign 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 government function for which these Leased 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 administrative action taken by or under the authority of the Pennsylvania Supreme Court, then the Lessee shall have the authority to terminate the Lease Agreement upon thirty (30) days’ written notice.
3.04 Access to Common Areas
Lessor shall permit Lessee to use restrooms, elevators, stairs, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Leased Premises that may be applicable to the Leased Premises.

3.05 Use of Common Areas
Lessee and its officers, employees, agents, and invitees shall 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:

(1) 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 or higher than 74° Fahrenheit and a relative humidity of not more than 50%.

(2) If applicable, Lessor shall replace all heating and air conditioning filters every two (2) months throughout the duration of this Lease Agreement.

(b) Electricity:
(1) Lessor shall provide electric current service for lighting and ordinary business appliances necessary for Lessee to operate data processing equipment utilized by the Court of Common Pleas and Commonwealth of Pennsylvania.

(2) Lessor shall provide electrical service including supply lines capable of operating that equipment throughout the term of this Lease Agreement or any renewal or extension thereof.

(c) Telephone: Lessor shall provide that telephone lines are and continue to be accessible to the Leased Premises.

(1) Nothing in this Lease Agreement shall be construed to mean that Lessor is responsible or liable for telephone service to the Leased Premises.

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

(e) Plumbing: Lessor shall provide operating bathroom facilities within the Leased Premises.

(f) Parking: Lessor shall provide adequate parking of not less than eight (8) off street parking spaces for the sole use of Lessee and its invitees and employees.

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

(h) Carpeting:
(1) Lessor shall provide and maintain commercial grade carpeting covering all office space wall to wall and at least one-third of the District Justice’s Courtroom in an area to be designated by the Lessee in good condition throughout the term of this Lease Agreement.

(2) Lessee shall approve the color of such carpeting prior to installation.

(i) Paint:
(1) Lessor shall paint the hallway of the Leased Premises within 90 days of the effective date of this Lease Agreement.
(2) Lessor shall repaint and repair any marks located in the interior of the Leased Premises within 90 days of the effective date of this Lease Agreement.
(3) Lessee shall select the color the Leased Premises are to be painted by Lessor.

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

(lc) **Maintenance of Leased Premise Structure:**
(1) Lessor shall be solely responsible for the maintenance of the structure of the Leased Premises, including but not limited to, the roof, exterior walls (including windows), floors, and foundation.
(2) 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**
(a) Lessor shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilation, other systems set forth in Paragraph 4.01, and such other systems as are required to perform and maintain the above services.

(b) Lessor shall ensure all such services are in operating order twenty-four (24) hours per day.

(c) If any such system is not in proper operating order for a period in excess of twenty-four (24) hours, Lessees 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**
(a) 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 Leased Premises free from waste or nuisance.
(b) 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**
(a) Lessor certifies, as a condition precedent to the execution of the Lease Agreement and as an inducement for Lessee to execute same, that Lessor is not delinquent on any taxes owed to Lessee.

(1) “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.
(b) Lessor further agrees as a specific condition of this Agreement that Lessor shall remain current on all of the taxes it owes to Lessee. (c) Should Lessor become delinquent on any taxes it owes to Lessee during the term of this Lease Agreement, Lessor may be deemed to be in breach of this Lease Agreement by Lessee and, in addition to any other remedies for such breach, Lessor hereby specifically agrees and authorizes Lessee to apply funds when due to Lessor directly to the taxes owed to Lessee until said taxes are paid in full.
(d) In the event Lessor becomes delinquent, it hereby authorizes Lessee 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
(a) Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Lessor.
(b) Lessor shall not unreasonably deny this consent for nonstructural alterations, additions or improvements.
6.02 Fixtures
(a) Lessee may erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations.

(b) Lessee may remove such items at the termination of this Lease Agreement.

(c) Prior to the termination of this Lease Agreement, Lessee shall repair any damage caused by removal of any fixtures.
(d) If Lessee does not remove any furniture or fixtures at the termination of this Lease Agreement, Lessor shall become the owner of such furniture or fixtures.

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
(a) If the Leased Premises are totally destroyed by fire, flood, or other casualty, or if the Leased Premises should be so damaged by such a cause that rebuilding or repairs cannot, in Lessor’s reasonable judgment, be completed within thirty (30) working days, the Parties shall terminate this Lease Agreement.

(1) The Parties shall abate the rent 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, the Parties shall not terminate this Lease Agreement except as follows:
(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 Leased Premises and improvements to substantially the condition in which they existed prior to such damage.
(1) If the Leased Premises are untenable in whole or in part following such damage, the Parties shall abate the rent payable during the period in which Leased Premises are untenable.
(2) 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 Agreement by providing ten (10) days written notice to Lessor.

(A) On such notification, the Parties shall terminate all rights and obligations afforded under this Lease Agreement.

(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 Leased Premises 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.

(1) If Lessor elects not to rebuild or repair the Leased Premises and the Leased Premises are untenable in whole or in part following such damage, Lessee may terminate the Lease Agreement as of the date of Lessee's notice described in Paragraph 7.01 above or to continue the Lease Agreement with the rent for the remainder of the Lease Agreement period adjusted equitably.

(A) 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
Lessor shall maintain comprehensive general liability insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania under primary or excess policies having a combined single limit for any one (1) occurrence of not less than $1,000,000.00.

8.03 Lessor Certificate of Insurance
(a) Lessor shall deliver to Lessee copies of certificates of insurance showing that policies in compliance with Paragraphs 7.03 (a) and 7.03 (b) are in effect.
(b) Lessor shall obtain an insurance policy that notifies Lessor and Lessee 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 part of the Leased Premises is taken by condemnation, the Parties shall terminate this Lease Agreement on the date when title vests in the condemning authority.

9.02 Partial Condemnation
(a) If any part of the Leased Premises are so taken or conveyed and if such partial taking or conveyance renders the Leased Premises unsuitable for Lessee’s business or if any of the Leased Premises 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 Leased Premises, the Parties shall terminate the term of this Lease Agreement as of the date on which title to the Leased Premises vests in the condemning authority.

(b) In the event such partial taking or conveyance is not extensive enough to render the Leased Premises unsuitable for Lessee’s business, in Lessee’s sole opinion, the Parties shall continue this Lease Agreement in full force and effect except that the Parties shall adjust rent 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
(a) Lessee may 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.

(b) Lessor shall not unreasonably withhold such written authorization.

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 Agreement:

(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 Agreement 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
(a) On the occurrence of any event of default specified in Paragraph 12.01, Lessor shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease Agreement.

12.03 Lessor's Default
If Lessor defaults on the performance of any term, covenant or condition required to be performed by it under this Lease Agreement, Lessee may do 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.
(1) Upon demand of Lessee, Lessor shall pay Lessee for all sums expended or obligations incurred by Lessee in connection with remedying Lessor's default.
(2) 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 Agreement.
(b) Lessee may terminate this Lease Agreement on giving at least ten (10) days' notice to Lessor of such intention.
(1) In the event Lessee elects this option, the Parties shall terminate this Lease Agreement 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
(a) Pursuit of any one of the remedies provided in this Lease Agreement by either Lessor or Lessee does not preclude pursuit of any of the other remedies provided in this Lease Agreement or by law.
(b) Pursuit of any remedy provided in this Lease Agreement or by law by either Party does 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 does 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
The Parties shall not deem or construe a waiver by either Party of any default or violation or breach of any of the terms, provisions, or covenants contained in this Lease Agreement 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 does not 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, constitutes default of this Lease Agreement.
(1) When a breach of the 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 Lease Agreement. Such period of time cannot exceed thirty (30) days.
(2) If lessor does not correct its violation of the lease agreement as specified, lessee may terminate the lease agreement in whole or in part if such partial termination is in the best interest of the lessee.

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

13.03 Conflict of Interest
Lessor shall 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. Lessor shall provide written notice required to be given under this section that specifies 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 lease agreement 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 lease agreement, 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
Lessee agrees that the leased premises comply with all provisions of the Americans with Disabilities Act.

14.02 Notices and Addresses
(a) Lessee and lessor shall give all notices under this lease agreement by certified mail or registered mail, postage prepaid, return receipt requested, addressed to the proper party, at the following addresses:
Lessor: UNITED HOISTING COMPANY, INC., 38-51 11th Street, Long Island City, New York 11101
Lessee: COUNTY OF NORTHAMPTON
Office of the Solicitor
Northampton County Government Center
669 Washington Street
Easton, PA 18042
(b) 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.
(c) The Parties shall deem Notice to be given by registered or certified mail on the third business day following deposit in the mail.

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

14.04 Reasonableness
In all instances when Lessor's or Lessee's consent, permission, or approval is required, the Parties shall not be unreasonably refused, withheld, or delayed such consent, permission, or approval.

14.05 Pennsylvania Law to Apply
(a) This Lease Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
(b) All obligations of the Parties created by this Lease Agreement are performable in Northampton County, Pennsylvania.

14.06 Legal Construction
(a) In the event any one (1) or more of the provisions contained in this Lease Agreement are to be invalid, illegal, or unenforceable for any reason and in any respect, the Parties shall construe the invalid, illegal, or unenforceable provision as if it had never been included in the Lease Agreement.
(b) The Parties shall not permit any such invalidity, illegality or unenforceability to affect any other provision of this Lease Agreement.

14.07 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.

14.08 Amendment
In order to be bound by an amendment, modification, or alteration of the terms of this Lease Agreement, the Parties shall duly execute any such written and dated amendment, modification, or alteration.

14.09 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: UNITED HOISTING COMPANY, INC.

By: __________________________
    Richard Halloran President

LESSEE: COUNTY OF NORTHAMPTON

By: __________________________
    John Brown, Northampton County Executive
AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 3,500 SQUARE FEET OF OFFICE SPACE IDENTIFIED AS 400 NORTHAMPTON STREET, SUITE 100, EASTON, PENNSYLVANIA, FROM 400 NORTHAMPTON LP, EASTON, PENNSYLVANIA.

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15 Purchase, Sale and Lease of Real Estate, Section b. Sealed Appraisals, provides, "The County shall not purchase, sell, or lease real estate without first obtaining sealed appraisals from two (2) professional real estate appraisers."; and

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15 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 400 Northampton LP, Easton, PA, approximately 3,500 square feet of office space identified as 400 Northampton Street, Suite 100, Easton, Pennsylvania, for an initial rent of $4,200.92 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 ________ 2017 and was adopted by the Northampton County Council on the ___ day of ________ 2017.

Attest:

Linda M. Zembo
Clerk to Council

John Cusick
County Council President

John A. Brown
County Executive
Lease Agreement: Pennsylvania District Court No. 03-2-05

THIS LEASE Agreement is made and entered into on the _____ day of ________, 2017, between the 400 NORTHAMPTON LP, 400 Northampton Street, Suite 700, Easton PA 18042 (hereinafter referred to as “Lessor”) and the COUNTY OF NORTHAMPTON, a Pennsylvania municipal corporation located at Northampton County Government Center, 669 Washington Street, Easton, PA, 18042 (hereinafter referred to as “Lessee”).

LESSOR LEASES TO LESSEE AND LESSEE LEASES FROM LESSOR THE PROPERTY LOCATED AT 400 Northampton Street, Suite 100, Easton, PA 18042 (HEREINAFTER REFERRED TO AS “LEASED PREMISES”). LEASED PREMISES CONSISTS OF APPROXIMATELY 3,500 RENTABLE SQUARE FEET OF SPACE, being Suite #100.

ARTICLE 1. TERM
1.01 Lease Agreement Term

The term of this Lease Agreement shall be for ten (10) years commencing on January 1, 2018 and ending on December 31, 2027.

ARTICLE 2. RENT
2.01 Amount of Rent
Lessee shall pay Lessor the sum of $4,290.92 per month, based on $14.71 per sq ft. gross. Minimum Base Rent shall increase at commencement of years 1, 3, 5, 7, and 9 hereof, to end of the Lease Agreement, based upon the Philadelphia CPI at the beginning of said years.
2.02 Payment of Rent
Lessee shall pay Lessor the sum stated in Section 2.01 of this Lease Agreement on the first day of each month.

ARTICLE 3. USE OF LEASED PREMISES
3.01 Permitted Use
Lessee shall 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 erect District Court 03-2-05 sign 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 government function for which these Leased 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 administrative action taken by or under the authority of the Pennsylvania Supreme Court, then the Lessee shall have the authority to terminate the Lease Agreement upon thirty (30) days’ written notice.
3.04 Access to Common Areas
Lessor shall permit Lessee to use restrooms, elevators, stairs, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Leased Premises that may be applicable to the Leased Premises.

3.05 Use of Common Areas
Lessee and its officers, employees, agents, and invitees shall 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:

(1) 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 or higher than 74° Fahrenheit and a relative humidity of not more than 50%.

(2) If applicable, Lessor shall replace all heating and air conditioning filters every two (2) months throughout the duration of this Lease Agreement.

(b) Electricity:
(1) Lessor shall provide electric current service for lighting and ordinary business appliances necessary for Lessee to operate data processing equipment utilized by the Court of Common Pleas and Commonwealth of Pennsylvania.

(2) Lessor shall provide electrical service including supply lines capable of operating that equipment throughout the term of this Lease Agreement or any renewal or extension thereof.

c) Telephone: Lessor shall provide that telephone lines are and continue to be accessible to the Leased Premises.

(1) Nothing in this Lease Agreement shall be construed to mean that Lessor is responsible or liable for telephone service to the Leased Premises.

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

(e) Plumbing: Lessor shall provide operating bathroom facilities within the Leased Premises.

(f) Parking: Lessor shall provide adequate parking of not less than eight (8) off street parking spaces for the sole use of Lessee and its invitees and employees.

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

(h) Carpeting:
(1) Lessor shall provide and maintain commercial grade carpeting covering all office space wall to wall and at least one-third of the District Justice’s Courtroom in an area to be designated by the Lessee in good condition throughout the term of this Lease Agreement.

(2) Lessee shall approve the color of such carpeting prior to installation.

(i) Paint:
(1) Lessor shall paint the hallway of the Leased Premises within 90 days of the effective date of this Lease Agreement.
(2) Lessor shall repaint and repair any marks located in the interior of the Leased Premises within 90 days of the effective date of this Lease Agreement.
(3) Lessee shall select the color the Leased Premises are to be painted by Lessor.

(j) Maintenance of Common Areas: Lessor shall maintain the public and common areas of the Leased Premise and the property on which the Leased Premise 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.
(1) Maintenance includes, but is not limited to, snow and ice removal from walks, driveways, and parking areas upon a timely basis by Lessor.

(k) Maintenance of Leased Premise Structure:
(1) Lessor shall be solely responsible for the maintenance of the structure of the Leased Premises, including but not limited to, the roof, exterior walls (including windows), floors, and foundation.
(2) 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
(a) Lessor shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilation, other systems set forth in Paragraph 4.01, and such other systems as are required to perform and maintain the above services.

(b) Lessor shall ensure all such services are in operating order twenty-four (24) hours per day.

(c) If any such system is not 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
(a) 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 Leased Premises free from waste or nuisance.
(b) 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
(a) Lessor certifies, as a condition precedent to the execution of the Lease Agreement and as an inducement for Lessee to execute same, that Lessor is not delinquent on any taxes owed to Lessee.
(1) “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.
(b) Lessor further agrees as a specific condition of this Agreement that Lessor shall remain current on all of the taxes it owes to Lessee.
(c) Should Lessor become delinquent on any taxes it owes to Lessee during the term of this Lease Agreement, Lessor may be deemed to be in breach of this Lease Agreement by Lessee and, in addition to any other remedies for such breach, Lessor hereby specifically agrees and authorizes Lessee to apply funds when due Lessor directly to the taxes owed to Lessee until said taxes are paid in full.
(d) In the event Lessor becomes delinquent, it hereby authorizes Lessee 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
(a) Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Lessor.
(b) Lessor shall not unreasonably deny this consent for nonstructural alterations, additions or improvements.

6.02 Fixtures
(a) Lessee may erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations.

(b) Lessee may remove such items at the termination of this Lease Agreement.

(c) Prior to the termination of this Lease Agreement, Lessee shall repair any damage caused by removal of any fixtures.

(d) If Lessee does not remove any furniture or fixtures at the termination of this Lease Agreement, Lessor shall become the owner of such furniture or fixtures.

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
(a) If the Leased Premises are totally destroyed by fire, flood, or other casualty, or if the Leased Premises should be so damaged by such a cause that rebuilding or repairs cannot, in Lessor’s reasonable judgment, be completed within thirty (30) working days, the Parties shall terminate this Lease Agreement.

1. The Parties shall abate the rent 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, the Parties shall not terminate this Lease Agreement except as follows:
(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 Leased Premises and improvements to substantially the condition in which they existed prior to such damage.

1. If the Leased Premises are untenable in whole or in part following such damage, the Parties shall abate the rent payable during the period in which Leased Premises are untenable.
(2) 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 Agreement by providing ten (10) days written notice to Lessor.

(A) On such notification, the Parties shall terminate all rights and obligations afforded under this Lease Agreement.

(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 Leased Premises 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.

(1) 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 terminate the Lease Agreement as of the date of Lessee’s notice described in Paragraph 7.01 above or to continue the Lease Agreement with the rent for the remainder of the Lease Agreement period adjusted equitably.

(A) 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
Lessor shall maintain comprehensive general liability insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania under primary or excess policies having a combined single limit for any one (1) occurrence of not less than $1,000,000.00.

8.03 Lessor Certificate of Insurance
(a) Lessor shall deliver to Lessee copies of certificates of insurance showing that policies in compliance with Paragraphs 8.01 (a) and 8.03 (b) are in effect.
(b) Lessor shall obtain an insurance policy that notifies Lessor and Lessee 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 part of the Leased Premises is taken by condemnation, the Parties shall terminate this Lease Agreement on the date when title vests in the condemning authority.

9.02 Partial Condemnation
(a) If any part of the Leased Premises are so taken or conveyed and if such partial taking or conveyance renders the Leased Premises unsuitable for Lessee’s business or if any of the Leased Premises is taken or conveyed and in Lessor’s sole opinion it would be impractical or the condemnation proceedings are insufficient to restore the remainder of the Leased Premises, the Parties shall terminate the term of this Lease Agreement as of the date on which title to the Leased Premises vests in the condemning authority.

(b) In the event such partial taking or conveyance is not extensive enough to render the Leased Premises unsuitable for Lessee’s business, in Lessor’s sole opinion, the Parties shall continue this Lease Agreement in full force and effect except that the Parties shall adjust rent 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
(a) Lessee may 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.
(b) Lessor shall not unreasonably withhold such written authorization.

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 Agreement:
(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 Agreement 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
(a) On the occurrence of any event of default specified in Paragraph 12.01, Lessor shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease Agreement.

12.03 Lessor's Default
If Lessor defaults on the performance of any term, covenant or condition required to be performed by it under this Lease Agreement, Lessee may do 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.
(1) Upon demand of Lessee, Lessor shall pay Lessee for all sums expended or obligations incurred by Lessee in connection with remedying Lessor's default.
(2) 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 Agreement.
(b) Lessee may terminate this Lease Agreement on giving at least ten (10) days' notice to Lessor of such intention.
(1) In the event Lessee elects this option, the Parties shall terminate this Lease Agreement 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
(a) Pursuit of any one of the remedies provided in this Lease Agreement by either Lessor or Lessee does not preclude pursuit of any of the other remedies provided in this Lease Agreement or by law.
(b) Pursuit of any remedy provided in this Lease Agreement or by law by either Party does 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 does 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
The Parties shall not deem or construe a waiver by either Party of any default or violation or breach of any of the terms, provisions, or covenants contained in this Lease Agreement 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 does not 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, constitutes default of this Lease Agreement.
(1) When a breach of the 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 Lease Agreement. Such period of time cannot exceed thirty (30) days.
(2) If Lessor does not correct its violation of the Lease Agreement as specified, Lessee may terminate the Lease Agreement in whole or in part if such partial termination is in the best interest of the Lessee.

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

13.03 Conflict of Interest
Lessor shall 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. Lessor shall provide written notice required to be given under this section that specifies 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 Lease Agreement 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 Lease Agreement, 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
Lessee agrees that the Leased Premises comply with all provisions of the Americans with Disabilities Act.

14.02 Notices and Addresses
(a) Lessee and Lessor shall give all notices under this Lease Agreement by certified mail or registered mail, postage prepaid, return receipt requested, addressed to the proper Party, at the following addresses:
   Lessor: 400 NORTHAMPTON LP, 400 Northampton Street, Suite 700, Easton, PA 18042
   Lessee: COUNTY OF NORTHAMPTON
   Office of the Solicitor
   Northampton County Government Center
   669 Washington Street
   Easton, PA 18042
(b) 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.
(c) The Parties shall deem Notice to be given by registered or certified mail on the third business day following deposit in the mail.

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

14.04 Reasonableness
In all instances when Lessor's or Lessee's consent, permission, or approval is required, the Parties shall not be unreasonably refused, withheld, or delayed such consent, permission, or approval.

14.05 Pennsylvania Law to Apply
(a) This Lease Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
(b) All obligations of the Parties created by this Lease Agreement are performable in Northampton County, Pennsylvania.

14.06 Legal Construction
(a) In the event any one (1) or more of the provisions contained in this Lease Agreement are to be invalid, illegal, or unenforceable for any reason and in any respect, the Parties shall construe the invalid, illegal, or unenforceable provision as if it had never been included in the Lease Agreement.
(1) The Parties shall not permit any such invalidity, illegality or unenforceability to affect any other provision of this Lease Agreement.

14.07 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.

14.08 Amendment
In order to be bound by an amendment, modification, or alteration of the terms of this Lease Agreement, the Parties shall duly execute any such written and dated amendment, modification, or alteration.

14.09 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: 400 NORTHAMPTON LP

By:

William Vogt, Manager

LESSEE: COUNTY OF NORTHAMPTON

By:

John Brown, Northampton County Executive
Title:

AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 2,100 SQUARE FEET OF OFFICE SPACE IDENTIFIED AS ST. JOHN STREET AND PHILADELPHIA PIKE, SUITE NO. 700C AND 700D, EASTON, PENNSYLVANIA, FROM NIDI GROUP, LLC T/A PLAZA AT CROSS ROADS, LEHIGH VALLEY, PENNSYLVANIA

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15 Purchase, Sale and Lease of Real Estate Section 1. Sealed Appraisals, provides, "The County shall not purchase, sell, or lease real estate without first obtaining sealed appraisal from two (2) professional real estate appraisers."; and

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15 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 "purchases, 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 NIDI Group, LLC T/A Plaza at Cross Roads, approximately 2,100 square feet of office space identified as St. John Street and Philadelphia Pike, Suite No. 700C and 700D, Easton, Pennsylvania, for an initial rent of $3,500.00 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 _______ 2017 and was adopted by the Northampton County Council on the ___ day of _______ 2017.

Attest:

Linda M. Zembo
Clerk to Council

John Cusick
County Council President

John A. Brown
County Executive

(J:\2017\bills\b-lease #03-2-06)
Lease Agreement: Pennsylvania District Court No. 03-2-06

THIS LEASE Agreement is made and entered into on the _____ day of ________, 2017, between NIDI GROUP, LLC T/A PLAZA AT CROSS ROADS, having a mailing address of P.O. Box 21234, Lehigh Valley, PA 18002-1234 (hereinafter referred to as “Lessor”) and the COUNTY OF NORTHAMPTON, a Pennsylvania municipal corporation located at Northampton County Government Center, 669 Washington Street, Easton, PA, 18042 (hereinafter referred to as “Lessee”).

LESSOR LEASES TO LESSEE AND LESSEE LEASES FROM LESSOR THE PROPERTY LOCATED AT ST. JOHN STREET AND PHILADELPHIA PIKE, SUITE NO. 700C and 700D, Easton, PA 18042 (HEREINAFTER REFERRED TO AS “LEASED PREMISES”). LEASED PREMISES CONSISTS OF APPROXIMATELY 2,100 RENTABLE SQUARE FEET OF SPACE, being Suite #700C and #700D.

ARTICLE 1. TERM
1.01 Lease Agreement Term

The term of this Lease Agreement shall be for ten (10) years commencing on January 1, 2018 and ending on December 31, 2027.

ARTICLE 2. RENT
2.01 Amount of Rent
Lessee shall pay Lessor the sum of $3,500.00 per month, based on $20.00 per sq ft. gross. Minimum Base Rent shall increase at commencement of years 3, 5, 7, and 9 hereof, to end of the Lease Agreement, based upon the Philadelphia CPI at the beginning of said years.

2.02 Payment of Rent
Lessee shall pay Lessor the sum stated in Section 2.01 of this Lease Agreement on the first day of each month.

ARTICLE 3. USE OF LEASED PREMISES
3.01 Permitted Use
Lessee shall 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 erect District Court 03-2-06 sign 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 government function for which these Leased 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 administrative action taken by or under the authority of the Pennsylvania Supreme Court, then the Lessee shall have the authority to terminate the Lease Agreement upon thirty (30) days’ written notice.
3.04 Access to Common Areas
Lessor shall permit Lessee to use restrooms, elevators, stairs, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Leased Premises that may be applicable to the Leased Premises.

3.05 Use of Common Areas
Lessee and its officers, employees, agents, and invitees shall 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:

(1) 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°F Fahrenheit or higher than 74°F Fahrenheit and a relative humidity of not more than 50%.

(2) If applicable, Lessor shall replace all heating and air conditioning filters every two (2) months throughout the duration of this Lease Agreement.

(b) Electricity:
(1) Lessor shall provide electric current service for lighting and ordinary business appliances necessary for Lessee to operate data processing equipment utilized by the Court of Common Pleas and Commonwealth of Pennsylvania.

(2) Lessor shall provide electrical service including supply lines capable of operating that equipment throughout the term of this Lease Agreement or any renewal or extension thereof.
(c) Telephone: Lessor shall provide that telephone lines are and continue to be accessible to the Leased Premises.

(1) Nothing in this Lease Agreement shall be construed to mean that Lessor is responsible or liable for telephone service to the Leased Premises.
(d) Water: Lessor shall provide hot and cold water for all lavatory and drinking purposes.

(e) Plumbing: Lessor shall provide operating bathroom facilities within the Leased Premises.

(f) Parking: Lessor shall provide adequate parking of not less than eight (8) off street parking spaces for the sole use of Lessee and its invitees and employees.

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

(h) Carpeting:
(1) Lessor shall provide and maintain commercial grade carpeting covering all office space wall to wall and at least one-third of the District Justice’s Courtroom in an area to be designated by the Lessee in good condition throughout the term of this Lease Agreement.

(2) Lessee shall approve the color of such carpeting prior to installation.

(i) Paint:
(1) Lessor shall paint the hallway of the Leased Premises within 90 days of the effective date of this Lease Agreement.
(2) Lessor shall repaint and repair any marks located in the interior of the Leased Premises within 90 days of the effective date of this Lease Agreement.
(3) Lessee shall select the color the Leased Premises are to be painted by Lessor.

(j) Maintenance of Common Areas: Lessor shall maintain the public and common areas of the Leased Premise and the property on which the Leased Premise 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.
(1) Maintenance includes, but is not limited to, snow and ice removal from walks, driveways, and parking areas upon a timely basis by Lessor.

(b) Maintenance of Leased Premise Structure:
(1) Lessor shall be solely responsible for the maintenance of the structure of the Leased Premises, including but not limited to, the roof, exterior walls (including windows), floors, and foundation.
(2) 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
(a) Lessor shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilation, other systems set forth in Paragraph 4.01, and such other systems as are required to perform and maintain the above services.

(b) Lessor shall ensure all such services are in operating order twenty-four (24) hours per day.

(c) If any such system is not 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
(a) 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 Leased Premises free from waste or nuisance.
(b) 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
(a) Lessor certifies, as a condition precedent to the execution of the Lease Agreement and as an inducement for Lessee to execute same, that Lessor is not delinquent on any taxes owed to Lessee.
(1) "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.

(b) Lessor further agrees as a specific condition of this Agreement that Lessor shall remain current on all of the taxes it owes to Lessee.

(c) Should Lessor become delinquent on any taxes it owes to Lessee during the term of this Lease Agreement, Lessor may be deemed to be in breach of this Lease Agreement by Lessee and, in addition to any other remedies for such breach, Lessor hereby specifically agrees and authorizes Lessee to apply funds when due to Lessor directly to the taxes owed to Lessee until said taxes are paid in full.

(d) In the event Lessor becomes delinquent, it hereby authorizes Lessee 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

(a) Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Lessor.

(b) Lessor shall not unreasonably deny this consent for nonstructural alterations, additions or improvements.

6.02 Fixtures

(a) Lessee may erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations.

(b) Lessee may remove such items at the termination of this Lease Agreement.

(c) Prior to the termination of this Lease Agreement, Lessee shall repair any damage caused by removal of any fixtures.

(d) If Lessee does not remove any furniture or fixtures at the termination of this Lease Agreement, Lessor shall become the owner of such furniture or fixtures.

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

(a) If the Leased Premises are totally destroyed by fire, flood, or other casualty, or if the Leased Premises should be so damaged by such a cause that rebuilding or repairs cannot, in Lessor's reasonable judgment, be completed within thirty (30) working days, the Parties shall terminate this Lease Agreement.

(1) The Parties shall abate the rent 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, the Parties shall not terminate this Lease Agreement except as follows:

(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 Leased Premises and improvements to substantially the condition in which they existed prior to such damage.
(1) If the Leased Premises are untenable in whole or in part following such damage, the Parties shall abate the rent payable during the period in which Leased Premises are untenable. (2) 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 Agreement by providing ten (10) days written notice to Lessor. (A) On such notification, the Parties shall terminate all rights and obligations afforded under this Lease Agreement.

(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 Leased Premises 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.

(1) If Lessor elects not to rebuild or repair the Leased Premises and the Leased Premises are untenable in whole or in part following such damage, Lessee may terminate the Lease Agreement as of the date of Lessee's notice described in Paragraph 7.01 above or to continue the Lease Agreement with the rent for the remainder of the Lease Agreement period adjusted equitably.

(A) 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
Lessor shall maintain comprehensive general liability insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania under primary or excess policies having a combined single limit for any one (1) occurrence of not less than $1,000,000.00.

8.03 Lessor Certificate of Insurance
(a) Lessor shall deliver to Lessee copies of certificates of insurance showing that policies in compliance with Paragraphs 7.03 (a) and 7.03 (b) are in effect.
(b) Lessor shall obtain an insurance policy that notifies Lessor and Lessee 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 part of the Leased Premises is taken by condemnation, the Parties shall terminate this Lease Agreement on the date when title vests in the condemning authority.

9.02 Partial Condemnation
(a) If any part of the Leased Premises are so taken or conveyed and if such partial taking or conveyance renders the Leased Premises unsuitable for Lessee’s business or if any of the Leased Premises 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 Leased Premises, the Parties shall terminate the term of this Lease Agreement as of the date on which title to the Leased Premises vests in the condemning authority.

(b) In the event such partial taking or conveyance is not extensive enough to render the Leased Premises unsuitable for Lessee’s business, in Lessee’s sole opinion, the Parties shall continue this Lease Agreement in full force and effect except that the Parties shall adjust rent 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
(a) Lessee may 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.

(b) Lessor shall not unreasonably withhold such written authorization.

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 Agreement:

(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 Agreement 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
(a) On the occurrence of any event of default specified in Paragraph 12.01, Lessor shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease Agreement.

12.03 Lessor's Default
If Lessor defaults on the performance of any term, covenant or condition required to be performed by it under this Lease Agreement, Lessee may do 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.
(1) Upon demand of Lessee, Lessor shall pay Lessee for all sums expended or obligations incurred by Lessee in connection with remedying Lessor's default.
(2) 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 Agreement.
(b) Lessee may terminate this Lease Agreement on giving at least ten (10) days' notice to Lessor of such intention.
(1) In the event Lessee elects this option, the Parties shall terminate this Lease Agreement 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
(a) Pursuit of any one of the remedies provided in this Lease Agreement by either Lessor or Lessee does not preclude pursuit of any of the other remedies provided in this Lease Agreement or by law.
(b) Pursuit of any remedy provided in this Lease Agreement or by law by either Party does 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 does 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
The Parties shall not deem or construe a waiver by either Party of any default or violation or breach of any of the terms, provisions, and covenants contained in this Lease Agreement 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 does not 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, constitutes default of this Lease Agreement.
(1) When a breach of the 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 Lease Agreement. Such period of time cannot exceed thirty (30) days.
(2) If Lessor does not correct its violation of the Lease Agreement as specified, Lessee may terminate the Lease Agreement in whole or in part if such partial termination is in the best interest of the Lessee.

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

13.03 Conflict of Interest
Lessor shall 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. Lessor shall provide written notice required to be given under this section that specifies 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 Lease Agreement 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 Lease Agreement, 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
Lessee agrees that the Leased Premises comply with all provisions of the Americans with Disabilities Act.

14.02 Notices and Addresses
(a) Lessee and Lessor shall give all notices under this Lease Agreement by certified mail or registered mail, postage prepaid, return receipt requested, addressed to the proper Party, at the following addresses:
Lessor: NIDI GROUP, LLC T/A PLAZA AT CROSS ROADS, PO Box 21234, Lehigh Valley, PA 18002-1234
Lessee: COUNTY OF NORTHAMPTON
Office of the Solicitor
Northampton County Government Center
669 Washington Street
Easton, PA 18042
(b) 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.
(c) The Parties shall deem Notice to be given by registered or certified mail on the third business day following deposit in the mail.

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

14.04 Reasonableness
In all instances when Lessor's or Lessee's consent, permission, or approval is required, the Parties shall not be unreasonably refused, withheld, or delayed such consent, permission, or approval.

14.05 Pennsylvania Law to Apply
(a) This Lease Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
(b) All obligations of the Parties created by this Lease Agreement are performable in Northampton County, Pennsylvania.

14.06 Legal Construction
(a) In the event any one (1) or more of the provisions contained in this Lease Agreement are to be invalid, illegal, or unenforceable for any reason and in any respect, the Parties shall construe the invalid, illegal, or unenforceable provision as if it had never been included in the Lease Agreement.
(b) The Parties shall not permit any such invalidity, illegality or unenforceability to affect any other provision of this Lease Agreement.

14.07 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.

14.08 Amendment
In order to be bound by an amendment, modification, or alteration of the terms of this Lease Agreement, the Parties shall duly execute any such written and dated amendment, modification, or alteration.

14.09 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: NIDI GROUP, LLC T/A PLAZA AT CROSS ROADS

By: ________________________________

LESSEE: COUNTY OF NORTHAMPTON

By: John Brown, Northampton County Executive
Title:

AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF
NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 2,773 SQUARE
FEET OF OFFICE SPACE IDENTIFIED AS 3 WELLER COURT, EASTON, PENNSYLVANIA,
FROM THE TOWNSHIP OF PALMER, NORTHAMPTON COUNTY, PENNSYLVANIA

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15
Purchase, Sale and Lease of Real Estate Section b. Sealed Appraisals, provides, "The
County shall not purchase, sell, or lease real estate without first obtaining sealed
appraisals from two (2) professional real estate appraisers."; and

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15
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, 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 the Township of Palmer, approximately 2,773 square feet of office space
identified as 3 Wellier Court, Easton, Pennsylvania, for an initial rent of $3,699.24
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 ________ 2017 and was adopted
by the Northampton County Council on the ___ day of ________ 2017.

Attest:

Linda M. Zembo
Clerk to Council

John Cusick
County Council President

John A. Brown
County Executive
Lease Agreement: Pennsylvania District Court No. 03-2-09

THIS LEASE Agreement is made and entered into on the _____ day of ______________, 2017, between THE TOWNSHIP OF PALMER, a Pennsylvania Municipal Corporation, (hereinafter referred to as “Lessor”) and the COUNTY OF NORTHAMPTON, a Pennsylvania Municipal Corporation located at Northampton County Government Center, 669 Washington Street, Easton, PA, 18042 (hereinafter referred to as “Lessee”). LESSOR LEASES TO LESSEE AND LESSEE LEASES FROM LESSOR THE PROPERTY LOCATED AT 3 Weller Court, Easton, PA, 18045 (HEREINAFTER REFERRED TO AS “LEASED PREMISES”). LEASED PREMISES CONSISTS OF APPROXIMATELY 2,773 RENTABLE SQUARE FEET OF SPACE.

ARTICLE 1. TERM
1.01 Lease Agreement Term

The term of this Lease Agreement shall be for six (6) years commencing on January 1, 2018 and ending on December 31, 2023.

ARTICLE 2. RENT
2.01 Amount of Rent
Lessee shall pay Lessor the sum of $3,699.24 per month based on $16.00 per sq. ft. gross. Minimum Base Rent shall increase at commencement of years 1, 3 and 5 hereof, to end of the Lease Agreement, based upon the Philadelphia CPI at the beginning of said years.

2.02 Payment of Rent
Lessee shall pay Lessor the sum stated in Section 2.01 of this Lease Agreement on the first day of each month.

ARTICLE 3. USE OF LEASED PREMISES
3.01 Permitted Use
Lessee shall 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 erect District Court 03-2-09 sign 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 government function for which these Leased 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 administrative action taken by or under the authority of the Pennsylvania Supreme Court, then the Lessee shall have the authority to terminate the Lease Agreement upon thirty (30) days’ written notice.
3.04 Access to Common Areas
Lessor shall permit Lessee to use restrooms, elevators, stairs, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Leased Premises that may be applicable to the Leased Premises.

3.05 Use of Common Areas
Lessee and its officers, employees, agents, and invitees shall 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:

(1) 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 or higher than 74° Fahrenheit and a relative humidity of not more than 50%.

(2) If applicable, Lessor shall replace all heating and air conditioning filters every two (2) months throughout the duration of this Lease Agreement.

(b) Electricity:

(1) Lessor shall provide electric current service for lighting and ordinary business appliances necessary for Lessee to operate data processing equipment utilized by the Court of Common Pleas and Commonwealth of Pennsylvania.

(2) Lessor shall provide electrical service including supply lines capable of operating that equipment throughout the term of this Lease Agreement or any renewal or extension thereof.

(c) Telephone: Lessor shall provide that telephone lines are and continue to be accessible to the Leased Premises.

(1) Nothing in this Lease Agreement shall be construed to mean that Lessor is responsible or liable for telephone service to the Leased Premises.

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

(e) Plumbing: Lessor shall provide operating bathroom facilities within the Leased Premises.

(f) Parking: Lessor shall provide adequate parking of not less than eight (8) off street parking spaces for the sole use of Lessee and its invites and employees.

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

(h) Carpeting:

(1) Lessor shall provide and maintain commercial grade carpeting covering all office space wall to wall and at least one-third of the District Justice’s Courtroom in an area to be designated by the Lessee in good condition throughout the term of this Lease Agreement.

(2) Lessee shall approve the color of such carpeting prior to installation.

(i) Paint:

(1) Lessor shall paint the hallway of the Leased Premises within 90 days of the effective date of this Lease Agreement.
(2) Lessor shall repaint and repair any marks located in the interior of the Leased Premises within 90 days of the effective date of this Lease Agreement.
(3) Lessee shall select the color the Leased Premises are to be painted by Lessor.

(j) Maintenance of Common Areas: Lessor shall maintain the public and common areas of the Leased Premise and the property on which the Leased Premise 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.
(1) Maintenance includes, but is not limited to, snow and ice removal from walks, driveways, and parking areas upon a timely basis by Lessor.

(k) Maintenance of Leased Premise Structure:
(1) Lessor shall be solely responsible for the maintenance of the structure of the Leased Premises, including but not limited to, the roof, exterior walls (including windows), floors, and foundation.
(2) 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
(a) Lessor shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilation, other systems set forth in Paragraph 4.01, and such other systems as are required to perform and maintain the above services.

(b) Lessor shall ensure all such services are in operating order twenty-four (24) hours per day.

(c) If any such system is not 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
(a) 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 Leased Premises free from waste or nuisance.
(b) 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
(a) Lessor certifies, as a condition precedent to the execution of the Lease Agreement and as an inducement for Lessee to execute same, that Lessor is not delinquent on any taxes owed to Lessee.
(1) "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.
(b) Lessor further agrees as a specific condition of this Agreement that Lessor shall remain current on all of the taxes it owes to Lessee. (c) Should Lessor become delinquent on any taxes it owes to Lessee during the term of this Lease Agreement, Lessor may be deemed to be in breach of this Lease Agreement by Lessee and, in addition to any other remedies for such breach, Lessor hereby specifically agrees and authorizes Lessee to apply funds when due Lessor directly to the taxes owed to Lessee until said taxes are paid in full. (d) In the event Lessor becomes delinquent, it hereby authorizes Lessee 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**
(a) Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Lessor.
(b) Lessor shall not unreasonably deny this consent for nonstructural alterations, additions or improvements.

**6.02 Fixtures**
(a) Lessee may erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations.

(b) Lessee may remove such items at the termination of this Lease Agreement.

(c) Prior to the termination of this Lease Agreement, Lessee shall repair any damage caused by removal of any fixtures.
(d) If Lessee does not remove any furniture or fixtures at the termination of this Lease Agreement, Lessor shall become the owner of such furniture or fixtures.

**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**
(a) If the Leased Premises are totally destroyed by fire, flood, or other casualty, or if the Leased Premises should be so damaged by such a cause that rebuilding or repairs cannot, in Lessor’s reasonable judgment, be completed within thirty (30) working days, the Parties shall terminate this Lease Agreement.

(1) The Parties shall abate the rent 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, the Parties shall not terminate this Lease Agreement except as follows:
(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 Leased Premises and improvements to substantially the condition in which they existed prior to such damage.

(1) If the Leased Premises are untenable in whole or in part following such damage, the Parties shall abate the rent payable during the period in which Leased Premises are untenable.
(2) 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 Agreement by providing ten (10) days written notice to Lessor. (A) On such notification, the Parties shall terminate all rights and obligations afforded under this Lease Agreement.

(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 Leased Premises 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.

(1) 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 terminate the Lease Agreement as of the date of Lessee’s notice described in Paragraph 7.01 above or to continue the Lease Agreement with the rent for the remainder of the Lease Agreement period adjusted equitably.

(A) 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
Lessor shall maintain comprehensive general liability insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania under primary or excess policies having a combined single limit for any one (1) occurrence of not less than $1,000,000.00.

8.03 Lessor Certificate of Insurance
(a) Lessor shall deliver to Lessee copies of certificates of insurance showing that policies in compliance with Paragraphs 7.03 (a) and 7.03 (b) are in effect.
(b) Lessor shall obtain an insurance policy that notifies Lessor and Lessee 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 part of the Leased Premises is taken by condemnation, the Parties shall terminate this Lease Agreement on the date when title vests in the condemning authority.

9.02 Partial Condemnation
(a) If any part of the Leased Premises are so taken or conveyed and if such partial taking or conveyance renders the Leased Premises unsuitable for Lessee’s business or if any of the Leased Premises 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 Leased Premises, the Parties shall terminate the term of this Lease Agreement as of the date on which title to the Leased Premises vests in the condemning authority.

(b) In the event such partial taking or conveyance is not extensive enough to render the Leased Premises unsuitable for Lessee’s business, in Lessor’s sole opinion, the Parties shall continue this Lease Agreement in full force and effect except that the Parties shall adjust rent 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
(a) Lessee may 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.

(b) Lessor shall not unreasonably withhold such written authorization.

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 Agreement:

(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 Agreement 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
(a) On the occurrence of any event of default specified in Paragraph 12.01, Lessor shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease Agreement.

12.03 Lessor's Default
If Lessor defaults on the performance of any term, covenant or condition required to be performed by it under this Lease Agreement, Lessee may do 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.
(b) Lessor may terminate this Lease Agreement on giving at least ten (10) days’ notice to Lessor of such intention.
(1) In the event Lessee elects this option, the Parties shall terminate this Lease Agreement 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
(a) Pursuit of any one of the remedies provided in this Lease Agreement by either Lessor or Lessee does not preclude pursuit of any of the other remedies provided in this Lease Agreement or by law.
(b) Pursuit of any remedy provided in this Lease Agreement by law by either Party does 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 does 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
The Parties shall not deem or construe a waiver by either Party of any default or violation or breach of any of the terms, provisions, or covenants contained in this Lease Agreement 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 does not 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, constitutes default of this Lease Agreement.

(1) When a breach of the 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 Lease Agreement. Such period of time cannot exceed thirty (30) days.
(2) If Lessor does not correct its violation of the Lease Agreement as specified, Lessee may terminate the Lease Agreement in whole or in part if such partial termination is in the best interest of the Lessee.

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

13.03 Conflict of Interest
Lessor shall 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. Lessor shall provide written notice required to be given under this section that specifies 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 Lease Agreement 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 Lease Agreement, 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
Lessee agrees that the Leased Premises comply with all provisions of the Americans with Disabilities Act.

14.02 Notices and Addresses
(a) Lessee and Lessor shall give all notices under this Lease Agreement by certified mail or registered mail, postage prepaid, return receipt requested, addressed to the proper Party, at the following addresses:
Lessee: County of Northampton
Office of the Solicitor
Northampton County Government Center
669 Washington Street
Easton, PA 18042

(b) 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.
(c) The Parties shall deem Notice to be given by registered or certified mail on the third business day following deposit in the mail.

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

14.04 Reasonableness
In all instances when Lessor's or Lessee's consent, permission, or approval is required, the Parties shall not be unreasonably refused, withheld, or delayed such consent, permission, or approval.

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(a) This Lease Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
(b) All obligations of the Parties created by this Lease Agreement are performable in Northampton County, Pennsylvania.

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(a) In the event any one (1) or more of the provisions contained in this Lease Agreement are to be invalid, illegal, or unenforceable for any reason and in any respect, the Parties shall construe the invalid, illegal, or unenforceable provision as if it had never been included in the Lease Agreement.
(1) The Parties shall not permit any such invalidity, illegality or unenforceability to affect any other provision of this Lease Agreement.

14.07 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.

14.08 Amendment
In order to be bound by an amendment, modification, or alteration of the terms of this Lease Agreement, the Parties shall duly execute any such written and dated amendment, modification, or alteration.

14.09 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: THE TOWNSHIP OF PALMER

By: ____________________________
    Christopher Christian, Township Manager

LESSEE: COUNTY OF NORTHAMPTON

By: ____________________________
    John Brown, Northampton County Executive
AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF
NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 2,847 SQUARE
FEET OF OFFICE SPACE IDENTIFIED AS THIRD AND POLK BUILDING, 322 EAST
THIRD STREET, BETHLEHEM, PENNSYLVANIA, FROM POLK STREET DEVELOPMENT
ASSOCIATES, L.P. AND POLK STREET DEVELOPMENT GROUP, INC.

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15
Purchase, Sale and Lease of Real Estate. Section B. Sealed Appraisals, provides, "The
County shall not purchase, sell, or lease real estate without first obtaining sealed
appraisals from two (2) professional real estate appraisers"; and

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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 Polk Street Development Associates, L.P. and Polk Street Development
Group, Inc. approximately 2,847 square feet of office space identified as Third and
Polk Building, 322 East Third Street, Bethlehem, Pennsylvania, for an initial rent of
$5,338.12 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 ________ 2017 and was adopted
by the Northampton County Council on the ___day of ________ 2017.

Attest:

Linda M. Zembo
Clerk to Council

John Cusick
County Council President

John A. Brown
County Executive
Lease Agreement: Pennsylvania District Court No. 03-2-10

THIS LEASE Agreement is made and entered into on the ______ day of ________, 2017, between the Polk Street Development Associates, L.P. and Polk Street Development Group, Inc., a Pennsylvania corporation, its general partner 559 Main Street, Suite 300 Bethlehem, PA 18018 (hereinafter referred to as “Lessor”) and the COUNTY OF NORTHAMPTON, a Pennsylvania municipal corporation located at Northampton County Government Center, 669 Washington Street, Easton, PA, 18042 (hereinafter referred to as “Lessee”).

LESSOR LEASES TO LESSEE and LESSEE LEASES FROM LESSOR the PROPERTY LOCATED AT THIRD and POLK BUILDING, 322 East Third Street, Bethlehem, PA, 18015 (HEREINAFTER REFERRED TO AS “LEASED PREMISES”). LEASED PREMISES CONSISTS OF APPROXIMATELY 2,847 RENTABLE SQUARE FEET OF SPACE, being Suite #104 containing approximately 2,639 sqf; plus an additional 208 sqf of adjacent space. Actual sqf shall be subject to final confirmation by Landlord’s Project Architect.

ARTICLE 1. TERM
1.01 Lease Agreement Term

The term of this Lease Agreement shall be for twelve (12) years commencing on January 1, 2018 and ending on December 31, 2029.

ARTICLE 2. RENT
2.01 Amount of Rent
Lessee shall pay Lessor the sum of $5,338.12 per month from the commencement of the term of this Lease Agreement through the end of the second year of this Lease Agreement, based $22.50 per sq ft. gross. Minimum Base Rent shall increase at commencement of years 3, 5, 7, and 9 and 11 hereof, to end of the Lease Agreement, based upon the Philadelphia CPI at the beginning of said years.

2.02 Payment of Rent
Lessee shall pay Lessor the sum stated in Section 2.01 of this Lease Agreement on the first day of each month.

ARTICLE 3. USE OF LEASED PREMISES
3.01 Permitted Use
Lessee shall 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 erect District Court 03-2-10 sign 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 government function for which these Leased 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 administrative action taken by or under the authority of the Pennsylvania Supreme Court, then the Lessee shall have the authority to terminate the Lease Agreement upon thirty (30) days’ written notice.
3.04 Access to Common Areas
Lessor shall permit Lessee to use restrooms, elevators, stairs, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Leased Premises that may be applicable to the Leased Premises.

3.05 Use of Common Areas
Lessee and its officers, employees, agents, and invitees shall 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:
(1) 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 or higher than 74° Fahrenheit and a relative humidity of not more than 50%.
(2) If applicable, Lessor shall replace all heating and air conditioning filters every two (2) months throughout the duration of this Lease Agreement.

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

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

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

(e) Plumbing: Lessor shall provide operating bathroom facilities within the Leased Premises.

(f) Parking: Lessor shall provide adequate parking of not less than six (6) off street parking spaces for the sole use of Lessee and its invitees and employees.

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

(h) Carpets:
(1) Lessor shall provide and maintain commercial grade carpeting covering all office space wall to wall and at least one-third of the District Justice’s Courtroom in an area to be designated by the Lessee in good condition throughout the term of this Lease Agreement.
(2) Lessee shall approve the color of such carpeting prior to installation.

(i) Paint:
(1) Lessor shall paint the hallway of the Leased Premises within 90 days of the effective date of this Lease Agreement.
(2) Lessor shall repaint and repair any marks located in the interior of the Leased Premises within 90 days of the effective date of this Lease Agreement.
(3) Lessee shall select the color the Leased Premises are to be painted by Lessor.

(j) Maintenance of Common Areas: Lessor shall maintain the public and common areas of the Leased Premises and the property on which the Leased Premises 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.
(1) Maintenance includes, but is not limited to, snow and ice removal from walks, driveways, and parking areas upon a timely basis by Lessor.

(k) Maintenance of Leased Premise Structure:
(1) Lessor shall be solely responsible for the maintenance of the structure of the Leased Premises, including but not limited to, the roof, exterior walls (including windows), floors, and foundation.
(2) 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
(a) Lessor shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilation, other systems set forth in Paragraph 4.01, and such other systems as are required to perform and maintain the above services.

(b) Lessor shall ensure all such services are in operating order twenty-four (24) hours per day.

(c) If any such system is not 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
(a) 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 Leased Premises free from waste or nuisance.
(b) 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
(a) Lessor certifies, as a condition precedent to the execution of the Lease Agreement and as an inducement for Lessee to execute same, that Lessor is not delinquent on any taxes owed to Lessee.
(1) "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.
(b) Lessor further agrees as a specific condition of this Agreement that Lessor shall remain current on all of the taxes it owes to Lessee. (c) Should Lessor become delinquent on any taxes it owes to Lessee during the term of this Lease Agreement, Lessor may be deemed to be in breach of this Lease Agreement by Lessee and, in addition to any other remedies for such breach, Lessor hereby specifically agrees and authorizes Lessee to apply funds when due Lessor directly to the taxes owed to Lessee until said taxes are paid in full.

(d) In the event Lessor becomes delinquent, it hereby authorizes Lessee 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
(a) Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Lessor.
(b) Lessor shall not unreasonably deny this consent for nonstructural alterations, additions or improvements.

6.02 Fixtures
(a) Lessee may erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations.

(b) Lessee may remove such items at the termination of this Lease Agreement.

(c) Prior to the termination of this Lease Agreement, Lessee shall repair any damage caused by removal of any fixtures.
(d) If Lessee does not remove any furniture or fixtures at the termination of this Lease Agreement, Lessor shall become the owner of such furniture or fixtures.

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
(a) If the Leased Premises are totally destroyed by fire, flood, or other casualty, or if the Leased Premises should be so damaged by such a cause that rebuilding or repairs cannot, in Lessor's reasonable judgment, be completed within thirty (30) working days, the Parties shall terminate this Lease Agreement.
(1) The Parties shall abate the rent 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, the Parties shall not terminate this Lease Agreement except as follows:
(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 Leased Premises and improvements to substantially the condition in which they existed prior to such damage.
(1) If the Leased Premises are untenable in whole or in part following such damage, the Parties shall abate the rent payable during the period in which Leased Premises are untenable.
(2) 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 Agreement by providing ten (10) days written notice to Lessor.

(A) On such notification, the Parties shall terminate all rights and obligations afforded under this Lease Agreement.

(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 Leased Premises 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.

(1) If Lessor elects not to rebuild or repair the Leased Premises and the Leased Premises are untenable in whole or in part following such damage, Lessee may terminate the Lease Agreement as of the date of Lessee’s notice described in Paragraph 7.01 above or to continue the Lease Agreement with the rent for the remainder of the Lease Agreement period adjusted equitably.

(A) 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
Lessor shall maintain comprehensive general liability insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania under primary or excess policies having a combined single limit for any one (1) occurrence of not less than $1,000,000.00.

8.03 Lessor Certificate of Insurance
(a) Lessor shall deliver to Lessee copies of certificates of insurance showing that policies in compliance with Paragraphs 7.03 (a) and 7.03 (b) are in effect.
(b) Lessor shall obtain an insurance policy that notifies Lessor and Lessee 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 part of the Leased Premises is taken by condemnation, the Parties shall terminate this Lease Agreement on the date when title vests in the condemning authority.

9.02 Partial Condemnation
(a) If any part of the Leased Premises are so taken or conveyed and if such partial taking or conveyance renders the Leased Premises unsuitable for Lessee’s business or if any of the Leased Premises 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 Leased Premises, the Parties shall terminate the term of this Lease Agreement as of the date on which title to the Leased Premises vests in the condemning authority.

(b) In the event such partial taking or conveyance is not extensive enough to render the Leased Premises unsuitable for Lessee’s business, in Lessee’s sole opinion, the Parties shall continue this Lease Agreement in full force and effect except that the Parties shall adjust rent 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 SUBLICENSE

11.01 Assignment and Subleasing by Lessee
(a) Lessee may 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.

(b) Lessor shall not unreasonably withhold such written authorization.

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 Agreement:

(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 Agreement 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
(a) On the occurrence of any event of default specified in Paragraph 12.01, Lessor shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease Agreement.

12.03 Lessor’s Default
If Lessor defaults on the performance of any term, covenant or condition required to be performed by it under this Lease Agreement, Lessee may do 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.
(1) Upon demand of Lessee, Lessor shall pay Lessee for all sums expended or obligations incurred by Lessee in connection with remedying Lessor’s default.
(2) 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 Agreement.
(b) Lessee may terminate this Lease Agreement on giving at least ten (10) days’ notice to Lessor of such intention.
(1) In the event Lessee elects this option, the Parties shall terminate this Lease Agreement 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
(a) Pursuit of any one of the remedies provided in this Lease Agreement by either Lessor or Lessee does not preclude pursuit of any of the other remedies provided in this Lease Agreement or by law.
(b) Pursuit of any remedy provided in this Lease Agreement or by law by either Party does 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 does 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
The Parties shall not deem or construe a waiver by either Party of any default or violation or breach of any of the terms, provisions, or covenants contained in this Lease Agreement 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 does not 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, constitutes default of this Lease Agreement.
(1) When a breach of the 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 Lease Agreement. Such period of time cannot exceed thirty (30) days.
(2) If Lessor does not correct its violation of the Lease Agreement as specified, Lessee may terminate the Lease Agreement in whole or in part if such partial termination is in the best interest of the Lessee.

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

13.03 Conflict of Interest
Lessee shall notify Lessor in writing as soon as Lessee 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. Lessor shall provide written notice required to be given under this section that specifies 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 Lease Agreement 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-A 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 Lease Agreement, 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
Lessee agrees that the Leased Premises comply with all provisions of the Americans with Disabilities Act.

14.02 Notices and Addresses
(a) Lessee and Lessor shall give all notices under this Lease Agreement by certified mail or registered mail, postage prepaid, return receipt requested, addressed to the proper Party, at the following addresses:
Lessor: Polk Street Development Associates, L.P. and Polk Street Development Group, Inc., a Pennsylvania corporation, its general partner, 559 Main Street, Suite 300 Bethlehem, PA 18018
Lessee: County of Northampton
Office of the Solicitor
Northampton County Government Center
668 Washington Street
Easton, PA 18042
(b) 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.
(c) The Parties shall deem Notice to be given by registered or certified mail on the third business day following deposit in the mail.

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

14.04 Reasonableness
In all instances when Lessor's or Lessee's consent, permission, or approval is required, the Parties shall not be unreasonably refused, withheld, or delayed such consent, permission, or approval.

14.05 Pennsylvania Law to Apply
(a) This Lease Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
(b) All obligations of the Parties created by this Lease Agreement are performable in Northampton County, Pennsylvania.

14.06 Legal Construction
(a) In the event any one (1) or more of the provisions contained in this Lease Agreement are to be invalid, illegal, or unenforceable for any reason and in any respect, the Parties shall construe the invalid, illegal, or unenforceable provision as if it had never been included in the Lease Agreement.
(1) The Parties shall not permit any such invalidity, illegality or unenforceability to affect any other provision of this Lease Agreement.

14.07 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.

14.08 Amendment
In order to be bound by an amendment, modification, or alteration of the terms of this Lease Agreement, the Parties shall duly execute any such written and dated amendment, modification, or alteration.

14.09 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: Polk Street Development Associates, L.P. and Polk Street Development Group, Inc., a Pennsylvania corporation, its general partner

By: ______________________________
    Louis Pektor, Ill President

LESSEE: COUNTY OF NORTHAMPTON

By: ______________________________
    John Brown, Northampton County Executive
Title:

AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 2,550 SQUARE FEET OF OFFICE SPACE IDENTIFIED AS 1710 BUTLER STREET, EASTON PENNSYLVANIA, FROM JAMES S. GAROFALO, EASTON, PENNSYLVANIA

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15, Purchase, Sale and Lease of Real Estate Section b. Sealed Appraisals, provides, "The County shall not purchase, sell, or lease real estate without first obtaining sealed appraisals from two (2) professional real estate appraisers."; and

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15, 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 ORDERED AND ENACTED by Northampton County Council that it does hereby authorize the County of Northampton, Easton, Pennsylvania, to lease, from James S. Garofalo, Easton, Pennsylvania, approximately 2,650 square feet of office space identified as 1710 Butler Street, Easton, Pennsylvania, for an initial rent of $2,999.51 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 ______ 2017 and was adopted by the Northampton County Council on the ___ day of ______ 2017.

Attest:

Linda M. Zenbo
Clerk to Council

John Cusick
County Council President

John A. Brown
County Executive

(J:\2017\bills\b-lease #03-2-12)
Lease Agreement: Pennsylvania District Court No. 03-2-12

THIS LEASE Agreement is made and entered into on the ______ day of ________, 2017, between JAMES S. GAROFALO, 1700 Northampton Street, Easton PA 18042 (hereinafter referred to as “Lessor”) and the COUNTY OF NORTHAMPTON, a Pennsylvania Municipal Corporation located at Northampton County Government Center, 669 Washington Street, Easton, PA, 18042 (hereinafter referred to as “Lessee”).

LESSOR LEASES TO LESSEE AND LESSEE LEASES FROM LESSOR THE PROPERTY LOCATED AT 1710 Butler Street, Easton, PA 18042 (HEREINAFTER REFERRED TO AS “LEASED PREMISES”). LEASED PREMISES CONSISTS OF APPROXIMATELY 2,650 RENTABLE SQUARE FEET OF SPACE.

ARTICLE 1. TERM
1.01 Lease Agreement Term
The term of this Lease Agreement shall be for one (1) year commencing on January 1, 2018 and ending on December 31, 2018.

ARTICLE 2. RENT
2.01 Amount of Rent
Lessee shall pay Lessor the sum of $2,999.51 per month, based on $13.58 per sq ft. gross.
2.02 Payment of Rent
Lessee shall pay Lessor the sum stated in Section 2.01 of this Lease Agreement on the first day of each month.

ARTICLE 3. USE OF LEASED PREMISES
3.01 Permitted Use
Lessee shall 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 erect District Court 03-2-12 sign 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 government function for which these Leased 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 administrative action taken by or under the authority of the Pennsylvania Supreme Court, then the Lessee shall have the authority to terminate the Lease Agreement upon thirty (30) days’ written notice.
3.04 Access to Common Areas
Lessor shall permit Lessee to use restrooms, elevators, stairs, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Leased Premises that may be applicable to the Leased Premises.

3.05 Use of Common Areas
Lessee and its officers, employees, agents, and invitees shall 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:

(1) 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 or higher than 74° Fahrenheit and a relative humidity of not more than 50%.

(2) If applicable, Lessor shall replace all heating and air conditioning filters every two (2) months throughout the duration of this Lease Agreement.

(b) Electricity:

(1) Lessor shall provide electric current service for lighting and ordinary business appliances necessary for Lessee to operate data processing equipment utilized by the Court of Common Pleas and Commonwealth of Pennsylvania.

(2) Lessor shall provide electrical service including supply lines capable of operating that equipment throughout the term of this Lease Agreement or any renewal or extension thereof.

c) Telephone: Lessor shall provide that telephone lines are and continue to be accessible to the Leased Premises.

(1) Nothing in this Lease Agreement shall be construed to mean that Lessor is responsible or liable for telephone service to the Leased Premises.

d) Water: Lessor shall provide hot and cold water for all lavatory and drinking purposes.

(e) Plumbing: Lessor shall provide operating bathroom facilities within the Leased Premises.

(f) Parking: Lessor shall provide adequate parking of not less than eight (8) off street parking spaces for the sole use of Lessee and its invitees and employees.

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

(h) Carpeting:

(1) Lessor shall provide and maintain commercial grade carpeting covering all office space wall to wall and at least one-third of the District Justice’s Courtroom in an area to be designated by the Lessee in good condition throughout the term of this Lease Agreement.

(2) Lessee shall approve the color of such carpeting prior to installation.

(i) Paint:

(1) Lessor shall paint the hallway of the Leased Premises within 90 days of the effective date of this Lease Agreement.
(2) Lessor shall repaint and repair any marks located in the interior of the Leased Premises within 90 days of the effective date of this Lease Agreement.
(3) Lessee shall select the color the Leased Premises are to be painted by Lessor.

(j) Maintenance of Common Areas: Lessor shall maintain the public and common areas of the Leased Premise and the property on which the Leased Premise 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.
(1) Maintenance includes, but is not limited to, snow and ice removal from walks, driveways, and parking areas upon a timely basis by Lessor.

(k) Maintenance of Leased Premise Structure:
(1) Lessor shall be solely responsible for the maintenance of the structure of the Leased Premises, including but not limited to, the roof, exterior walls (including windows), floors, and foundation.
(2) 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
(a) Lessor shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilation, other systems set forth in Paragraph 4.01, and such other systems as are required to perform and maintain the above services.

(b) Lessor shall ensure all such services are in operating order twenty-four (24) hours per day.

(c) If any such system is not 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
(a) 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 Leased Premises free from waste or nuisance.
(b) 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
(a) Lessor certifies, as a condition precedent to the execution of the Lease Agreement and as an inducement for Lessee to execute same, that Lessor is not delinquent on any taxes owed to Lessee.
(1) “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.
(b) Lessor further agrees as a specific condition of this Agreement that Lessor shall remain current on all of the taxes it owes to Lessee.
(c) Should Lessor become delinquent on any taxes it owes to Lessee during the term of this Lease Agreement, Lessor may be deemed to be in breach of this Lease Agreement by Lessee and, in addition to any other remedies for such breach, Lessor hereby specifically agrees and authorizes Lessee to apply funds when due Lessor directly to the taxes owed to Lessee until said taxes are paid in full.
(d) In the event Lessor becomes delinquent, it hereby authorizes Lessee 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
(a) Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Lessor.
(b) Lessor shall not unreasonably deny this consent for nonstructural alterations, additions or improvements.
6.02 Fixtures
(a) Lessee may erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations.

(b) Lessee may remove such items at the termination of this Lease Agreement.

(c) Prior to the termination of this Lease Agreement, Lessee shall repair any damage caused by removal of any fixtures.

(d) If Lessee does not remove any furniture or fixtures at the termination of this Lease Agreement, Lessor shall become the owner of such furniture or fixtures.

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
(a) If the Leased Premises are totally destroyed by fire, flood, or other casualty, or if the Leased Premises should be so damaged by such a cause that rebuilding or repairs cannot, in Lessor's reasonable judgment, be completed within thirty (30) working days, the Parties shall terminate this Lease Agreement.

(1) The Parties shall abate the rent 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, the Parties shall not terminate this Lease Agreement except as follows:
(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 Leased Premises and improvements to substantially the condition in which they existed prior to such damage.

(1) If the Leased Premises are untenable in whole or in part following such damage, the Parties shall abate the rent payable during the period in which Leased Premises are untenable.
(2) In the event that Lessor shall 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 Agreement by providing ten (10) days written notice to Lessor.

(A) On such notification, the Parties shall terminate all rights and obligations afforded under this Lease Agreement.

(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 Leased Premises 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.

(I) If Lessor elects not to rebuild or repair the Leased Premises and the Leased Premises are untenable in whole or in part following such damage, Lessee may terminate the Lease Agreement as of the date of Lessee's notice described in Paragraph 7.01 above or to continue the Lease Agreement with the rent for the remainder of the Lease Agreement period adjusted equitably.

(A) 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
Lessor shall maintain comprehensive general liability insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania under primary or excess policies having a combined single limit for any one (1) occurrence of not less than $1,000,000.00.

8.03 Lessor Certificate of Insurance
(a) Lessor shall deliver to Lessee copies of certificates of insurance showing that policies in compliance with Paragraphs 7.03 (a) and 7.03 (b) are in effect.
(b) Lessor shall obtain an insurance policy that notifies Lessor and Lessee 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 part of the Leased Premises is taken by condemnation, the Parties shall terminate this Lease Agreement on the date when title vests in the condemning authority.

9.02 Partial Condemnation
(a) If any part of the Leased Premises are so taken or conveyed and if such partial taking or conveyance renders the Leased Premises unsuitable for Lessee’s business or if any of the Leased Premises 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 Leased Premises, the Parties shall terminate the term of this Lease Agreement as of the date on which title to the Leased Premises vests in the condemning authority.

(b) In the event such partial taking or conveyance is not extensive enough to render the Leased Premises unsuitable for Lessee’s business, in Lessee’s sole opinion, the Parties shall continue this Lease Agreement in full force and effect except that the Parties shall adjust rent 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
(a) Lessee may 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.

(b) Lessor shall not unreasonably withhold such written authorization.

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 Agreement:

(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 Agreement 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
(a) On the occurrence of any event of default specified in Paragraph 12.01, Lessor shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease Agreement.

12.03 Lessor's Default
If Lessor defaults on the performance of any term, covenant or condition required to be performed by it under this Lease Agreement, Lessee may do 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.
(1) Upon demand of Lessee, Lessor shall pay Lessee for all sums expended or obligations incurred by Lessee in connection with remedying Lessor’s default.
(2) 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 Agreement.
(b) Lessee may terminate this Lease Agreement on giving at least ten (10) days’ notice to Lessor of such intention.
(1) In the event Lessee elects this option, the Parties shall terminate this Lease Agreement 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
(a) Pursuit of any one of the remedies provided in this Lease Agreement by either Lessor or Lessee does not preclude pursuit of any of the other remedies provided in this Lease Agreement or by law.
(b) Pursuit of any remedy provided in this Lease Agreement or by law by either Party does 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 does 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
The Parties shall not deem or construe a waiver by either Party of any default or violation or breach of any of the terms, provisions, or covenants contained in this Lease Agreement 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 does not 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, constitutes default of this Lease Agreement.
(1) When a breach of the 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 Lease Agreement. Such period of time cannot exceed thirty (30) days.
(2) If Lessor does not correct its violation of the Lease Agreement as specified, Lessee may terminate the Lease Agreement in whole or in part if such partial termination is in the best interest of the Lessee.

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

13.03 Conflict of Interest
Lessor shall 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. Lessor shall provide written notice required to be given under this section that specifies 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 Lease Agreement 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 Lease Agreement, 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
Lessee agrees that the Leased Premises comply with all provisions of the Americans with Disabilities Act.

14.02 Notices and Addresses
(a) Lessee and Lessor shall give all notices under this Lease Agreement by certified mail or registered mail, postage prepaid, return receipt requested, addressed to the proper Party, at the following addresses:
Lessor: JAMES S. GAROFALO, 1700 Northampton Street, Easton, PA 18042
Lessee: COUNTY OF NORTHAMPTON
Office of the Solicitor
Northampton County Government Center
669 Washington Street
Easton, PA 18042
(b) 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.
(c) The Parties shall deem Notice to be given by registered or certified mail on the third business day following deposit in the mail.

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

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

14.05 Pennsylvania Law to Apply
(a) This Lease Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
(b) All obligations of the Parties created by this Lease Agreement are performable in Northampton County, Pennsylvania.

14.06 Legal Construction
(a) In the event any one (1) or more of the provisions contained in this Lease Agreement are to be invalid, illegal, or unenforceable for any reason and in any respect, the Parties shall construe the invalid, illegal, or unenforceable provision as if it had never been included in the Lease Agreement.
(1) The Parties shall not permit any such invalidity, illegality or unenforceability to affect any other provision of this Lease Agreement.

14.07 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.

14.08 Amendment
In order to be bound by an amendment, modification, or alteration of the terms of this Lease Agreement, the Parties shall duly execute any such written and dated amendment, modification, or alteration.

14.09 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: JAMES S. GAROFALO

By: __________________________
    James S. Garofalo

LESSEE: COUNTY OF NORTHAMPTON

By: __________________________
    John Brown, Northampton County Executive