Easton, Pennsylvania  
April 19, 2018

A regular meeting of the Northampton County Council was held on the above date with the following present: Kenneth M. Kraft, President; Ronald R. Heckman, Vice President; John Cusick; Matthew H. Dietz; Margaret L. Ferraro; William B. McGee; Lori Vargo Heffner; Robert F. Werner; Tara M. Zrinski; Linda M. Zembo, Clerk to Council and Christopher T. Spadoni, Solicitor to Council.

Pledge of Allegiance

Mr. Werner led County Council in the pledge of allegiance.

Approval of the Minutes

Mr. Werner made the following motion:

Be It Moved By the Northampton County Council that the minutes of the April 5, 2018 meeting shall be approved.

Mr. Cusick seconded the motion.

The minutes were approved by voice acclamation.

Courtesy of the Floor

Mr. Mark Saginario, 101 Spy Glass Hill Road, Bath, PA - stated he was President of the Bath Borough Council and indicated how important grant money was to small boroughs for infrastructure. He further stated he wanted to thank County Council for grants they had awarded and the Northampton County Gaming Revenue and Economic Re­development Authority for the grant they were providing.

When Mr. Saginario expressed interest in serving the County by serving on an authority, board or commission, Mr. Kraft informed him he should submit an application to the County Executive.
Confirmation of Appointments

Mr. McGee introduced the following resolution:

R. 54-2018  RESOLVED, by the Northampton County Council that the following individuals shall be confirmed in their appointments/reappointment as indicated hereafter:

CHILDREN, YOUTH & FAMILIES ADVISORY BOARD

Appointment: Marques Grundy
1103 West Berwick Street
Easton, PA 18042

Term to Expire: 5/1/20

LEHIGH VALLEY PLANNING COMMISSION

Appointment: Citizen Representative
Greg Zebrowski
23 Dewberry Avenue
Bethlehem, PA 18017

Term to Expire: 12/31/21

OPEN SPACE ADVISORY BOARD

Reappointment: Pamela Denise Kistler
49 Applewood Drive W
Easton, PA 18045-5835

Term to Expire: 3/18/20

As there were no questions or comments, Mr. Kraft called for the vote.

The vote: McGee, "yes"; Ferraro, "yes"; Heckman, "yes"; Kraft, "yes"; Vargo Heffner, "yes"; Werner, "yes"; Zrinski, "yes"; Cusick, "yes" and Dietz, "yes".

The resolution was adopted by a vote of 9-0.
County Executive Report

Mr. Lamont McClure, County Executive, advised Mr. Cusick the Days Inn property that sold for $5.9 million had a previous assessment of $2,093,000 and a current assessment of $483,000; however, it was going to come off the tax rolls because it was now owned by the City of Easton.

In response to Mr. Cusick’s comment that if that property were to be placed in a Local Economic Revitalization Tax Assistance (LERTA) and purchased by a non-governmental entity, the baseline for the LERTA would be $483,000 for a vacant lot, Mr. McClure stated that was correct, but it could be contested in the Courts.

Mr. McClure advised at a recent meeting of the Northampton County Gaming Revenue and Economic Redevelopment Authority, an agreement was reached that they would distribute the remaining funds and provide a certificate of dissolution so he asked County Council to table the ordinance asking for their dissolution.

Mr. McClure stated he wanted to thank all those individuals who served honorably on the Northampton County Gaming Revenue and Economic Redevelopment Authority through the years, noting they did as good a job as they could under very difficult circumstances because of the way the law was written.

Mr. McClure advised he wanted the P3 Project to be successful and when he highlighted the difficulties with it he wanted no one to assume that he was anything, but committed to completing the project. He further advised that was not to say that he did not want Northampton County’s laws followed or it would not stand on its rights in the contract.

Mr. McClure stated one of the biggest problems right now was that the General Purpose Authority was a rogue authority and they were getting in the way of the project being completed in a timely fashion. He further stated some of the things they have done were outrageous, among which was voting to use public money to hire a special counsel to sue the County.

Mr. Heckman advised any authority, board or commission were bound by the laws of Northampton County.
When Mrs. Ferraro asked Mr. McClure if he would sit down with the members of the General Purpose Authority to resolve whatever the issues were, Mr. McClure stated he was always prepared to sit down and talk.


Mr. Kraft advised the following ordinance was introduced by Ms. Vargo Heffner and Mrs. Ferraro at the April 5, 2018 meeting:


WHEREAS, the General Assembly of Pennsylvania passed Act 76 of 1977, known as the Local Economic Revitalization Tax Assistance Law (LERTA), which authorizes local taxing authorities to provide for tax exemption for certain deteriorated industrial, commercial and other business property; and

WHEREAS, the General Assembly of Pennsylvania passed Act 42 of 1977, known as the Improvement of Deteriorating Real Property or Areas Tax Exemption Act (Residential LERTA), which authorizes local taxing authorities to provide for tax exemption for certain deteriorated residential property; and

WHEREAS, the City of Easton and the Easton Area School District have approved an amendment to the area defined in the City of Easton Ordinance No. 5625 and City of Easton Resolution 11-2018; and
WHEREAS, the County Council of Northampton County, in accordance with said Act, have held a public hearing; and

WHEREAS, at said public hearing the City of Easton having jurisdiction in and about the County of Northampton and its subordinate governmental units and other public and private agencies and individuals presented to the Northampton County Council their recommendations concerning the location of the boundaries of deteriorated neighborhoods in deteriorating areas.

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

I. DEFINITIONS

(a) As used in this Ordinance, the following words and phrases shall have the meaning set forth below:

(1) "Becomes assessable" means immediately following issuance of the state and local occupancy permits.

(2) "Deteriorated area" means that portion of the City which Easton City Council has determined to be physically blighted pursuant to Act 76 of 1977 of the General Assembly of the Commonwealth of Pennsylvania, as amended (72 P.S. 4722 et seq.) and Act 42 of 1977 of the General Assembly of the Commonwealth of Pennsylvania, as Amended (72 P.S. § 4711-101, et seq.).

(3) "Deteriorated property" means any industrial, residential, commercial or other business property owned by an individual, association or corporation, and located in a deteriorating area, as provided by Resolution of Council, or any such property which has been the subject of an order by the City requiring the unit to be vacated, condemned or demolished by reason of noncompliance with laws, ordinance or regulations. Buildings wherein at least 30% of the usable gross floor area is utilized for industrial, residential, commercial, or business use shall, if otherwise qualified, be considered a "deteriorated property" within this Article.

(4) "Improvement" means the construction of new building structures, new additions to existing structures or substantial renovations to existing structures which result in an increase in assessed valuation of the deteriorated property. Such improvements shall have the effect of rehabilitating a deteriorated property so that it becomes habitable or attains higher standards of safety, health, economic use or amenity or is brought into
compliance with laws, ordinances or regulations governing such standards. Ordinary upkeep and maintenance shall not be deemed an improvement.

(5) "Local taxing authority" means the City of Easton, the Easton Area School District, the County of Northampton, or any other governmental entity having the authority to levy real property taxes within the City of Easton.

(6) "Municipal governing body" means Northampton County.

II. ELIGIBLE AREAS

The Northampton County Council hereby determines that the following areas of the City of Easton, Northampton County Pennsylvania, shown on Exhibit "A" attached hereto and identified by the tax parcel numbers listed in "Exhibit B" attached hereto contain "deteriorated" areas as defined in Act 76 of 1977, 72 P.S. §4722, et seq. and act 42 of 1977, 72 P.S. § 4711-101, et seq. and are areas in which Improvements are eligible for the Tax Exemption by the Local Taxing Authorities in accordance with this Ordinance.

III. EXEMPTION AMOUNT

A. The amount to be exempted shall be limited to that portion of the additional assessment attributable to the actual cost of improvements.

B. The exemption shall be limited to that improvement for which an exemption has been requested in the manner set forth below, and for which a separate assessment has been made by the Assessment Division of the Department of Fiscal Affairs of Northampton County (hereafter referred to as Assessment Division).

IV. EXEMPTION SCHEDULE

Subject to the conditions, requirements and limitations set forth in this Ordinance, taxpayers making assessable improvements to deteriorated property located in the deteriorating area may apply for and may be granted a real estate tax exemption limited to the amounts in Sections III (A) and (B) as set forth above, subject to the following schedule:
A. New Construction Improvements

(1) For the first year immediately following the date upon which the improvement becomes assessable, 100% of the eligible assessment shall be exempted.

(2) For the second year immediately following the date upon which the improvement becomes assessable, 90% of the eligible assessment shall be exempted.

(3) For the third year immediately following the date upon which the improvement becomes assessable, 80% of the eligible assessment shall be exempted.

(4) For the fourth year immediately following the date upon which the improvement becomes assessable, 70% of the eligible assessment shall be exempted.

(5) For the fifth year immediately following the date upon which the improvement becomes assessable, 60% of the eligible assessment shall be exempted.

(6) For the sixth year immediately following the date upon which the improvement becomes assessable, 50% of the eligible assessment shall be exempted.

(7) For the seventh year immediately following the date upon which the improvement becomes assessable, 40% of the eligible assessment shall be exempted.

(8) For the eighth year immediately following the date upon which the improvement becomes assessable, 30% of the eligible assessment shall be exempted.

(9) For the ninth year immediately following the date upon which the improvement becomes assessable, 20% of the eligible assessment shall be exempted.

(10) For the tenth year immediately following the date upon which the improvement becomes assessable, 10% of the eligible assessment shall be exempted.

(11) After the tenth year the exemption shall terminate.

(12) The exemption from taxes granted under this Ordinance shall be upon the property and shall not terminate upon the sale or exchange of the property.
B. Substantial Rehabilitation Improvements

(1) For the first year immediately following the date upon which the improvement becomes assessable, 100% of the eligible assessment shall be exempted.

(2) For the second year immediately following the date upon which the improvement becomes assessable, 90% of the eligible assessment shall be exempted.

(3) For the third year immediately following the date upon which the improvement becomes assessable, 80% of the eligible assessment shall be exempted.

(4) For the fourth year immediately following the date upon which the improvement becomes assessable, 70% of the eligible assessment shall be exempted.

(5) For the fifth year immediately following the date upon which the improvement becomes assessable, 60% of the eligible assessment shall be exempted.

(6) For the sixth year immediately following the date upon which the improvement becomes assessable, 50% of the eligible assessment shall be exempted.

(7) For the seventh year immediately following the date upon which the improvement becomes assessable, 40% of the eligible assessment shall be exempted.

(8) For the eighth year immediately following the date upon which the improvement becomes assessable, 30% of the eligible assessment shall be exempted.

(9) For the ninth year immediately following the date upon which the improvement becomes assessable, 20% of the eligible assessment shall be exempted.

(10) For the tenth year immediately following the date upon which the improvement becomes assessable, 10% of the eligible assessment shall be exempted.

(11) After the tenth year the exemption shall terminate.

(12) The exemption from taxes granted under this Ordinance shall be upon the property and shall not terminate upon the sale or exchange of the property.
V. NOTICE TO TAXPAYERS

(a) There shall be placed on the form application for building, zoning and alteration permits the following:

NOTICE TO TAXPAYERS

Under the provisions of City Ordinance Number 5625 as amended, you may be entitled to a property tax exemption on your contemplated new construction. An application for exemption may be secured from the City of Easton and must be filed with the City at the time a building permit is secured.

(b) At the time a building permit is secured for construction upon an existing deteriorated property for which an exemption is requested, the taxpayer shall apply to the City of Easton or any successor agency thereto for the exemption provided for in this Ordinance. The taxpayer shall be permitted to apply for the exemption provided in this Ordinance up to a period of sixty (60) days from the date a final executed building permit is secured. Request for the exemption must be in writing certified in full as prescribed by the City setting forth the following information:

(1) The date a final executed building permit was issued for said improvement.

(2) The type of improvement.

(3) The summary of the plan of the improvement.

(4) The cost of the improvement.

(5) That the property has been inspected and verified by the City of Easton, Department of Planning and Codes.

(6) Any or all such additional information the City may require.

VI. PROCEDURES FOR OBTAINING EXEMPTIONS

A copy of the request for exemption, on forms prescribed by the Northampton County Director of Fiscal Affairs, shall be forwarded to the Assessment Division, the Northampton County Board of Assessment Appeals and the Easton Area School District by the City. Upon completion of the improvement, the taxpayer shall notify the City and the Assessment Division so that the Assessment Division may assess the improvements separately for the purpose of calculating the amount of assessment eligible for tax exemption in
accordance with the limits established in this Ordinance. The City will then obtain from the Assessment Division the amount of the assessment eligible for exemption and will notify the taxpayer. The Director of the Department of Fiscal Affairs is authorized to make refunds, if applicable, only after the Assessment Division has notified the Director of Fiscal Affairs of its separate assessment upon the improvement for which an exemption is requested. Appeals from the reassessment and the amount eligible for the exemption may be taken by the taxpayer of the City as provided by law.

VII. TERMINATION

Unless otherwise repealed by the Northampton County Council, this Ordinance shall terminate on December 31, 2022. No later than December 31, 2022, the Mayor of the City of Easton shall submit a written report to the Northampton County Council which shall inform the Northampton County Council as to how this Ordinance has been administered, the effects of this Ordinance on the community and include any suggestions or recommendations for this Ordinance’s re-enactment, modification or repeal. Nothing contained herein shall act to prohibit the Northampton County Council from enacting a similar ordinance after December 31, 2022. Any property tax exemptions granted under the provisions of this Ordinance shall be permitted to continue according to the exemption schedule found in Section IV unless any such property tax exemption is rescinded in accordance with the default provisions of this Ordinance, even if this Ordinance expires or is repealed.

VIII. HEARING BOARD

A Tax Abatement Hearing Board (hereafter referred to as Board) shall consist of the Business Administrator of the City of Easton, the Director of Fiscal Affairs of the County of Northampton, and the Business Administrator of the Easton Area School District for resolution of differences between the approving authority and the owner-taxpayer of the improved property on matters concerning interpretation and execution of the provisions of this Ordinance.

Three members shall be selected at large for their interest in accomplishing the objectives of this Ordinance and shall serve until December 31, 2022.
The Hearing Board shall have the following powers:

1. To hear appeals from any person aggrieved by the application of this Ordinance.

2. To make rules with regard to conducting its hearings.

3. To make such findings of fact as may be required by the application of this Ordinance.

4. To decide questions presented to the Board.

5. To affirm, revoke or modify the decision of the City of Easton as to the eligibility of a particular property for the Property Tax Abatement as provided for in this Ordinance.

6. The Board shall meet upon notice of the Chairman within thirty (30) days of the filing of an appeal and shall render its decision within thirty (30) days after the appeal hearing.

7. Every action of the Board shall be by resolution and certified copies furnished to the appellant.

8. All hearings shall be public; and the appellant or any other person whose interests may be affected by the matter on appeal shall be given an opportunity to be heard.

9. For the purposes of this Ordinance, every action of the Board shall require a simple majority of the members in attendance. Attendance at the hearing by three (3) members of the Board shall be required to constitute a quorum for a meeting and for action on an appeal.

IX. RULES AND REGULATIONS

In accordance with the provisions of the Northampton County Home Rule Charter, Section 302, the County Executive of Northampton County is authorized and empowered to prepare, promulgate, execute and enforce rules and regulations made pursuant to the provisions of this Ordinance.

X. SEVERABILITY

The provisions of this Ordinance are severable and if any of its sections, clauses or sentences shall be held illegal, invalid or unconstitutional, such provisions shall not affect or impair any of the remaining sections, clauses or sentences. It is hereby
declared to be the intent of the Northampton County Council that this Ordinance would have been adopted if such illegal, invalid or unconstitutional sections, clauses or sentences had not been included herein.

XI. DEFAULT

Tax abatement under this ordinance shall be available only for those properties for which real estate taxes are promptly paid and discharged when due. Any property that is declared delinquent as established by the statutes of the Commonwealth of Pennsylvania shall lose the LERTA benefits and any and all currently due and future taxes shall be due and payable at the full unabated assessment and tax rate.

342.12 APPEAL OF DEFAULT

Properties that have been declared delinquent may appeal the rescission of the LERTA benefits by providing a written request to the Hearing Board providing a basis for the appeal and the justification for the waiver of the requirements of Section X.

XII. EFFECTIVE DATE

This Ordinance shall take effect on thirty (30) days after the date of enactment and shall remain in effect thereafter from year to year, unless repealed, until December 31, 2022.

XIII. All ordinances, and parts of ordinances, inconsistent herewith be, and the same are hereby repealed.

Public Hearing

Mr. Kraft asked if there were any questions or comments from the public.

There were no respondents.

Mr. Cusick stated he had a problem with the inclusion of the Days Inn property because it was not currently on the tax rolls and the base line assessment would be that of the vacant lot and not the hotel. He further stated due to its location he did not think there would be any difficulty redeveloping that site.
Mr. Cusick made a motion to amend Exhibit "B" of the ordinance to remove Number 5 from the Final LERTA Properties List, which is Tax Parcel Number L9SE2D 8 2, 185 South 3rd Street, the Days Inn property.

Mr. Dietz seconded the motion.

Ms. Dawn Hart, City of Easton Director of Community and Economic Development, suggested County Council allow the LERTA, but make a stipulation that even if the City of Easton or a non-profit were the end user they had to pay taxes.

Ms. Zrinski advised they could not make a non-profit pay taxes.

Mr. Stephen Barron, Director of Fiscal Affairs, stated after a building was built and a new assessment established a Certificate of Occupancy was issued and from that date the LERTA began.

Mr. Kraft stated it was a failing property for years so any kind of incentive might be the catalyst to get something built there.

Mr. Dietz advised he agreed with Mr. Cusick that he did not think there had to be an incentive for someone to build there.

Mr. Werner advised that area was always considered a problem area so he thought it would be good for the tax base.

As there were no further questions or comments, Mr. Kraft called for the vote on the motion.

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

The motion failed by a vote of 2-7.

Mr. Kraft called for the vote on the ordinance.

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

The ordinance was adopted by a vote of 8-1.
Public Hearing on the Ordinance Entitled "AN ORDINANCE PROVIDING FOR THE TERMINATION OF THE NORTHAMPTON COUNTY GAMING REVENUE AND ECONOMIC REDEVELOPMENT AUTHORITY"

Mr. Kraft stated the following ordinance was introduced by Messrs. Dietz and McGee at the April 5, 2018 meeting:

**AN ORDINANCE PROVIDING FOR THE TERMINATION OF THE NORTHAMPTON COUNTY GAMING REVENUE AND ECONOMIC REDEVELOPMENT AUTHORITY**

**WHEREAS**, the Northampton County Council adopted Ordinance No. 499-2009 on February 5, 2009, which created the Northampton County Gaming Revenue and Economic Authority (hereafter "Authority"); and

**WHEREAS**, the Authority was created expressly pursuant to the Economic Development Financing Law at 73 P.S. § 371, The Pennsylvania Race Horse and Gaming Act, and the Northampton County Home Rule Charter; and

**WHEREAS**, the Authority was created to receive gaming revenue and to distribute such gaming revenue as provided by law; and

**WHEREAS**, as a result of the law being amended, such funds shall no longer be received or distributed by the Authority as previously contemplated by the Economic Development Financing Law; and

**WHEREAS**, Northampton County Council is requesting that the Authority terminate its existence immediately; and

**WHEREAS**, 73 P.S. § 384 states, "When any authority shall have finally paid and discharged all bonds and the interest due thereon, which shall have been secured by a mortgage on its property or a pledge of any of the revenues or receipts of a project, it shall (subject to any agreements concerning the operation or other disposition of such project) convey such project to the municipality creating the authority. When any authority shall have finally paid and discharged all bonds issued and outstanding and the interest due thereon, or shall have otherwise provided for the payment thereof by the irrevocable deposit of an amount sufficient to pay all sums due, and settled all other claims which may be outstanding against it, it may convey all its property to the municipality creating
the authority and may then terminate its existence. A certificate requesting the termination of the existence of the authority shall be submitted to the municipality creating the authority. If the certificate is approved by the municipality, then the certificate endorsed with such approval shall be filed with the Secretary of the Commonwealth who shall then note the termination of its existence on the record of incorporation and return the certificate with his approval shown thereon to the board. Thereupon the property of the authority shall pass to the municipality and the authority shall cease to exist.”

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

1. Northampton County Council requests the immediate termination of the Authority.

2. Northampton County Council requests the Authority forward Certificate expressly pursuant to 73 P.S. § 384.

3. Northampton County Council shall upon receipt and approval of the Certificate from the Authority endorse such Certificate as set forth in 73 P.S. § 384 and file the Certificate with the Secretary of the Commonwealth for termination of the Authority’s existence.

4. Northampton County Council requests the Authority to certify that the Authority has paid and discharged any and all bonds as issued and any and all claims and/or debts have been settled which may be outstanding against the Authority pursuant to 73 P.S. § 384. It is resolved by the Northampton County Council that upon the Authority terminating its existence, any and all existing funds and/or other property in the possession of the Authority, if any, shall be transferred to Northampton County.

5. Northampton County Council resolves that all appropriate Officers of the County of Northampton shall be empowered, as appropriate, to carry out the terms and conditions of this ordinance.

Public Hearing

Mr. Jay Finnigan, Chair of the Northampton County Gaming Revenue and Economic Redevelopment Authority - stated he wanted
to thank the County Executive for working with them to come to
an amicable solution that satisfied the needs of the County and
the municipalities. He further stated Mr. Spadoni received the
Certificate of Termination that would take effect after they
have disbursed all the funds.

Ms. Vargo Heffner made a motion to table this ordinance.

Mr. Werner seconded the motion.

As there were no questions or comments, Mr. Kraft called
for the vote on the motion.

The vote: Vargo Heffner, “yes”; Werner, “yes”; Ferraro,
“yes”; Heckman, “yes”; Kraft, “yes”; McGee, “yes”; Zrinski,
“yes”; Cusick, “yes” and Dietz, “yes”.

The ordinance was tabled by a vote of 9-0.

Introduction of an Ordinance Entitled, "AN ORDINANCE OF THE
NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF
NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 3956
SQUARE FEET OF OFFICE SPACE IDENTIFIED AS 301 BROADWAY, SUITE
A2, BETHLEHEM, PENNSYLVANIA FROM SYCAMORE HILL FARM DEVELOPMENT
LP" (District Court 03-2-10)

Messrs. Heckman and McGee introduced the following
ordinance:

AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL
AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON,
Pennsylvania, to lease approximately 3,956 square feet
of office space identified as 301 Broadway, Suite A2,
Bethlehem, Pennsylvania from Sycamore Hill Farm Development
lp, Bethlehem, 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
County Council Minutes -17- April 19, 2018

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 Sycamore Hill Farm Development LP, Bethlehem, Pennsylvania, approximately 3,956 square feet of office space identified as 301 Broadway, Suite A2, Bethlehem, Pennsylvania, for an initial rent of $7,417.50 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.

Judge Paula Roscioli advised they had a difficult time finding space for a District Court in this area due to development and the landlord was agreeable to a 20 year lease.

Mr. Kraft stated the public hearing, debate and possible vote will be held at the May 3, 2018 meeting.

Introduction of an Ordinance Entitled, "AN ORDINANCE AMENDING NORTHAMPTON COUNTY ADMINISTRATIVE CODE ARTICLE XIII PROCUREMENT AND DISPOSITION OF COUNTY PROPERTY"

Ms. Vargo Heffner and Mr. Cusick introduced the following ordinance:

AN ORDINANCE AMENDING NORTHAMPTON COUNTY ADMINISTRATIVE CODE ARTICLE XIII PROCUREMENT AND DISPOSITION OF COUNTY PROPERTY
WHEREAS, Northampton County Home Rule Charter Section 202 Powers (7) provides that the County Council shall have the power "to adopt, amend, and repeal the Administrative Code";

WHEREAS, Northampton County Home Rule Charter Section 602. Ordinances (a) Acts Required (1) provides that the County Council shall "adopt an ordinance for any act which adopts or amends the Administrative Code...".

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED by the Northampton County Council that Northampton County Administrative Code, Article XIII shall be amended to read as indicated hereafter (sections marked with **bold underline** have been added and sections marked with *strikeout* have been deleted):

### ARTICLE XIII

**PROCUREMENT AND DISPOSITION OF COUNTY PROPERTY**

<table>
<thead>
<tr>
<th>SECTION</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.01</td>
<td>Purposes</td>
</tr>
<tr>
<td>13.02</td>
<td>Definitions</td>
</tr>
<tr>
<td>13.03</td>
<td>Procurement Authority</td>
</tr>
<tr>
<td>13.04</td>
<td>Centralization of Public Procurement</td>
</tr>
<tr>
<td>13.05</td>
<td>County Procurement Manual</td>
</tr>
<tr>
<td>13.06</td>
<td>Custodian of Procurement Records</td>
</tr>
<tr>
<td>13.07</td>
<td>Methods of Source Selection</td>
</tr>
<tr>
<td>13.08</td>
<td>Competitive Sealed Bids</td>
</tr>
<tr>
<td>13.09</td>
<td>Competitive Negotiations</td>
</tr>
<tr>
<td>13.10</td>
<td>Noncompetitive Negotiations</td>
</tr>
<tr>
<td>13.11</td>
<td>Small Purchase Procedures</td>
</tr>
<tr>
<td>13.11-12</td>
<td>Emergency Procurements</td>
</tr>
<tr>
<td>13.12-13</td>
<td>Cooperative Purchasing</td>
</tr>
<tr>
<td>13.13-14</td>
<td>Cancellation of Invitation for Bids or Request for Proposals</td>
</tr>
<tr>
<td>13.14-15</td>
<td>Purchase, Sale and Lease of Real Estate</td>
</tr>
<tr>
<td>13.15-16</td>
<td>Contracts and Agreements</td>
</tr>
<tr>
<td>13.16-17</td>
<td>Contract Modification and Termination</td>
</tr>
<tr>
<td>13.17-18</td>
<td>Disposition of County Personal Property Other Than Real Estate</td>
</tr>
<tr>
<td>13.18-19</td>
<td>Lehigh Valley Labor - Construction Contracts</td>
</tr>
</tbody>
</table>
Section 13.01 Purposes

a. This Article shall be liberally construed and applied to promote its underlying purposes and policies.

b. The purposes and policies of this Article are to establish the procedures governing purchase and disposition of County owned property.

c. Unless otherwise specified, this title applies to expenditures of public monies by the County, notwithstanding the source of such monies. In the event that the provisions of Article XIII prevent the County from complying with the terms and conditions of any grant, gift, bequest or intergovernmental agreement, said provisions may be set aside for reasons of lawful good cause and/or preemption upon a duly enacted resolution of County Council.

d. This article shall not apply to procurement of Northampton County Council pursuant to Northampton County Home Rule Charter Articles II and VII and/or any other applicable provisions of the Northampton County Home Rule Charter.

e. Notwithstanding any other provision of this article to the contrary, it shall be understood that professional service agreements entered into, or authorized by, the Judges of the
County Council Minutes -20- April 19, 2018

Court of Common Pleas Third Judicial district shall not be subject to approval by the Northampton County Executive or the Northampton County Council. Further, professional service agreements for social services entered into by the Department of Human Services shall not be subject to approval by the Northampton County Council.

Section 13.02 Definitions

a. Agreement. A duly executed and legally binding contract; The act of Agreeing; A consensus of two or more minds in respect of anything done or to be done.

b. Bidders' List. A current file maintained by the Procurement Division of sources of supply for each category of goods or services the County may expect to purchase.

c. Competitive Negotiation. A method of contractor selection utilizing a written request for proposal, followed by discussions with responsive and responsible offerors.

c. Competitive Sealed Bid. A method of contractor selection utilizing a written invitation to bid, public opening and announcement of all bids received, evaluation of bids based upon the requirements set forth in the invitation and award to the lowest responsive and responsible bidder.
d.e- Contract. A legally binding promise, enforceable by law; An agreement between parties, with binding legal and moral force, usually exchanging goods or service for money or other consideration; All types of agreements, regardless of what they may be called, for procurement or disposal of supplies, services, or construction; An agreement between a contracting authority and a person or business unit to provide a good, perform a service, construct a work, or to lease real property for appropriate consideration.

e.f- Cooperative Purchasing. Procurement conducted by, or on behalf of, one or more municipal, county or state procurement office.

f.g- Invitation for Bids. All documents, whether attached or incorporated by reference, utilized for soliciting bids.

g.h- Noncompetitive Negotiation. A method of contract selection that may be used to purchase a product or service that can will be obtained only from one source (sole-source procurement). See Section 13.10 for clarification of when this method is appropriate to use.

h.i- Piece-mealing. The evading of the procurement or approval provisions of Article XIII of the Administrative Code by making a series of purchases or contracts each for less than
the required price, or by making several simultaneous purchases
or contracts each below the required price, when the
transactions involved should have been made as one transaction
for one price.

i. | Pre-qualified Bidder. A bidder who has submitted a
fully completed contractor's qualification questionnaire and who
has been approved by the Procurement Officer.

j. | Procurement Officer. The purchasing manager of the
County of Northampton.

k. | Professional Services. Services involving specialized
knowledge, skill and expertise provided by persons with advanced
training in a field that requires an extended course of
specialized instruction and study. **If a license or certification
is part of the evaluation process for the service sought by the
county the service is defined as a professional service for the**
**purpose of the Northampton County Administrative Code.**

l. | Request for Proposals. All documents, whether
attached or incorporated by reference, utilized for soliciting
proposals in the Competitive Negotiation source selection
process.

m. | Responsible Bidder or Offeror. A person who has the
capability in all respects to perform fully the contract
requirements, and the integrity and reliability which assures good faith performance and has been prequalified, if required.

**n.e.** Responsive Bidder. A person who has submitted a bid which conforms in all material respects to the Invitation for Bids.

**o.e.** Specification. Any description of the physical or functional characteristics or the nature of a good, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a good, service or construction item for delivery.

**p.e.** Subcontractor. A company or person who contracts to perform work or render service to a contractor or as a subcontractor as a part of a contract with the County.

**Section 13.03  Procurement Authority**

Except as otherwise provided in this Article, procurement authority and responsibility resides with the County Executive, subject to approval by County Council as required. The County Executive may delegate the administrative authority and responsibility for procurement to someone other than the Procurement Officer subject to approval by County Council in accordance with the provisions of this Code.
Section 13.04 Centralization of Public Procurement

a. Centralization of Procurement Authority. All rights, powers, duties and authority relating to the acquisition of supplies, services, printing and purchasing of other County property shall remain with the Purchasing Manager as Procurement Officer of the County of Northampton in accordance with the provisions of this Code.

b. Exemptions. The following supplies and services need not be acquired through the Procurement Division:

(1) supplies for resale to the public;

(2) works of art for public display;

(3) small quantities of published books, maps, periodicals, newspapers and technical pamphlets;

(4) visiting speakers, professors and performing artists;

(5) utilities (excluding petroleum products);

(6) purchase of professional service agreements for social services;

(7) professional service agreements entered into, or authorized by, the Judges of the Court of Common Pleas Third Judicial District.
c. County agencies need not acquire the above noted supplies and/or services through the Procurement Division. However, County agencies shall follow the purchasing procedures as outlined in this Administrative Code and the County Procurement Manual. Further, County agencies are strongly encouraged to take advantage of the professional advice available in the Procurement Office. The department making the acquisition Procurement Office shall encumber sufficient funds for the payment of all invoices for the procurement of supplies, services and construction.

**Section 13.05 County Procurement Manual**

The Procurement Officer may approve changes to the County Procurement Manual. If such changes do not conflict with the policies required in the Administrative Code, the Procurement Officer shall notify County Council in writing of said changes. Any recommended change in the Procurement Manual that conflicts with Administrative Code would require an amendment to the Code approved by County Council.
Section 13.06 Custodian of Procurement Records

The Procurement Officer shall be the custodian of all books and records necessary for effective and efficient procurement, in compliance with applicable law, the Charter, or this Code.

Section 13.07 Methods of Source Selection

a. Source Selection. Except as otherwise authorized by law, the Charter or ordinance, all County contracts shall, in accordance with the provisions of this Code, be awarded by:

   (1) competitive sealed bidding;
   (2) competitive negotiations;
   (3) noncompetitive negotiation;
   (4) small-purchase procedures;
   (4)-(5) emergency procurements; and
   (5)-(6) cooperative purchasing.

b. Procurement of County goods and services property over $25,000 shall be by the methods outlined under 13.07 (a) Competitive Sealed Bid, Competitive Negotiation or Cooperative Purchasing—unless, prior to the solicitation of any contract, the County Executive shall, with the approval of County Council, determine that these methods are not practical.
c. Competitive sealed bidding shall not be used as a method of source selection, if any of the other methods of source selection, as set forth in Administrative Code Article XIII, are first used as a method of source selection in the award, or an attempted award, of a contract.

Section 13.08 Competitive Sealed Bidding

a. This method shall be used for the purchase or rental of materials, supplies, furnishings, equipment, or other personal property and services by independent contractors where price is the only determining factor in the awarding of the contract.

b. Public Notice. Invitations for Bids/Proposals shall be given adequate public notice to include two or more one or more of the following:

   (1) publication in at least one newspaper of general circulation in the County, at least two times for a period of not less than ten (10) days nor more than thirty (30) days prior to the date fixed for the opening of bids/proposals. The Procurement Officer shall be responsible for the preparation of advertisements in accordance with the provisions of this Code.
County Council Minutes -28- April 19, 2018

(2) Electronic publications which are accessible to the general public.

(3) Issuance of Invitations for Bid to all bidders on the applicable bidders' lists of the Procurement Office, as well as to the incumbent vendor.

(4) Advertisements in appropriate trade publications.

(5) Where prequalification is a requirement of submitting a bid, notification to all offerors who have been prequalified by the Procurement Division.

c. Publication Costs. Copies of Invitations for Bid shall be made available to any interested party upon request to the Procurement Office. The Procurement Office may establish procedures for the distribution of the Invitations for Bid, to include the imposition of a fee for the cost of photocopying and mailing.

d. Bid Opening. Bids shall be received in the Procurement Division and shall be opened publicly by the Procurement Officer or his designee at the time and place designated in the Invitations for Bid. Each bid, together with the name of the bidder, shall be recorded and made available for public inspection in the Procurement Office, upon notification of intent to award said bid.
Award. The contract shall be awarded within sixty (60)ninety (90) days after bid opening by written notice to the responsive and responsible bidder whose bid is determined to contain the lowest bid price, as specified in the Invitations for Bid. If the award is subject to Council approval as required in section 13.15 13.16 c, the notice of award should include this information. An Executive Order shall be issued detailing the award, following approval by Council, if required.

Negotiation After Competitive Sealed Bidding. In the absence of any acceptable sealed bid, after two attempts have been made to receive pricing under the sealed bid procedure, informal bid(s) or quotation(s) shall be obtained, using the applicable specifications, after which the County Executive or his designee shall be authorized to award a contract to the lowest responsible bidder, in the best interests of the County, pursuant to 13.15 (c) 13.16 (c) (1).

Section 13.09 Competitive Negotiation

a. This method of source selection may be utilized when the Procurement Officer determines that relative importance of price and other evaluation factors should be weighed and the
quality of competing products should be compared and trade-offs made between price, quality, service, support, and other criteria detailed in the specifications. The Procurement Officer shall utilize a written Request for Proposal to solicit vendors. The Procurement Officer should notify County Council when a Request for Proposal is released going to be utilized at least thirty (30) days prior to the issuance of the Request. Request for Proposals, other than those issued for human service agreements by the Department of Human Services or professional services issued by Judges of the Court of Common Pleas should be written by the Procurement Officer with input from the ordering Department. All Professional Services shall be selected using this method.

b. Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 13.08

b. Request for Proposals shall be sent to all companies, businesses or other entities that are on the applicable bidders list.

c. Evaluation Factors, including price and other criteria The Request for Proposals shall indicate the relative importance of price and other evaluation factors. The evaluation factors
should be determined and documented by the evaluation committee. Procurement Officer and Ordering Department.

d. RFP Opening. Proposals shall be received in the Procurement Division and shall be opened by the Procurement Officer or his designee at the time and place designated in the Request for Proposals. The Controller or his designee shall witness the opening of the proposals. Each proposal together with the name of the respondent shall be recorded and made available for public inspection, upon notification of intent to award said request for proposal.

e. Evaluation Committee. The Procurement Officer may form a committee of users and experts to assist in the evaluation of the proposal responses. If such a committee is formed, the Procurement Officer must extend an offer to include a member of County Council to sit on the committee.

f. Discussion with All Responsible Offerors. Written or oral discussions may be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any
opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Discussions shall not disclose any information derived from proposals submitted by competing offerors.

g. Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation. The Procurement Officer and representative(s) from the Ordering Department shall evaluate the proposals and document the selection process, which should address the results of the consideration of each evaluation factor, including price. If the award is subject to Council approval as required in section 13.15 c 13.16 e, the notice of award should include this information. An Executive Order must be issued detailing the award, following approval by Council if required.

h. Expired Contracts Awarded Through RFP Process. County Council should be notified of the expiration dates of contracts awarded through the RFP process at least sixty (60) days prior to the contract's expiration.
i. Notification of professional services contracts entered into, or authorized by, the Judges of the Court of Common Pleas Third Judicial District, or their duly appointed subordinates, shall be provided to the Office of County Council. Exempt from this requirement shall be contracts, or portions of contracts, which involve privileged or confidential information.

Section 13.10  Noncompetitive Negotiation

A contract may be awarded for a required or designated supply, services or time to a single sole supplier using Noncompetitive Negotiation when the County Executive or his designee determines that it is not practical or prudent to use other than the required or designated supply, service or item. Prior to the award of the contract the County Executive shall in accordance with Section 13.07 b., issue an Executive Order stating the specific reasons for using Noncompetitive Negotiation.

This method should not be used to substitute for a competitive procedure if a competitive procedure can reasonably be used.
Section 13.11  Small Purchase Procedures

Any contract of procurement at the time proposals are solicited not expected to exceed an aggregate amount of $25,000 may be entered into without competitive sealed bidding. Efforts shall be made to obtain price competition at any and all price levels. Every year, on or about January 1, the Procurement Division shall submit to County Council a recommendation regarding the dollar limit noted above; such recommendation should be based on prevailing costs of labor and materials. County Council shall review and approve this report by resolution. County Council may revise the current maximum small purchase amount by resolution as justified by intervening changes in the cost of labor and materials.

Section 13.11½  Emergency Procurements

Notwithstanding any other provision of this Code, the County Executive or his designee may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, or safety under emergency conditions, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The
County Council Minutes -35- April 19, 2018

County Executive shall present an Emergency Procurement Notice to the Council President regarding the specifics of the emergency and the need to avoid the public procurement process.

Section 13.1213 Cooperative Purchasing

a. The Purchasing Officer, with the approval of the County Executive, may enter into a joint or cooperative purchasing agreement to acquire materials and services under the contracts of other public entities, and may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of materials and services with one or more public entities. The Purchasing Officer shall determine, before entering into a joint or cooperative agreement under which another public entity undertakes procurement, that the public entity has conducted or will conduct procurement through competitive procedures reasonably similar to those set forth herein. The purchasing office will use due diligence to assure the best price when relying on this method of procurement.

b. The Procurement Officer may purchase from a vendor under a cooperative purchase contract only if the Procurement Officer determines and documents that a purchase from the
cooperative purchase contract would be in the best interests of the County after considering all relevant factors such as price, delivery dates, service, maintenance, and the place of business of the vendor.

c. If the Procurement Officer does not purchase the items via the cooperative contract, then he must comply with all other requirements of the County Administrative Code, including the use of competitive sealed bidding if the materials, supplies or equipment cost more than $25,000.

Section 13.1344 Cancellation of Invitations for Bids or Requests for Proposals

When it is in the best interests of the County, the County Executive may cancel any Invitations for Bid, Request for Proposals or other solicitation, or reject all bids and proposals, or parts thereof.

Section 13.1415 Purchase, Sale and Lease of Real Estate

a. The County Executive has the authority to execute or cause to be executed on behalf of the County all deeds and contracts for the purchase, sale, or lease of real estate, subject to the procedures set forth in this article.
b. Sealed Appraisals. The County shall not purchase, sell, or lease real estate without first obtaining sealed appraisals from two (2) professional real estate appraisers. This requirement may be waived by the County Executive and approved by the Northampton County Council, by resolution, where it can be demonstrated that:

1. The costs of the appraisals are likely to exceed the value of the properties or project to which the appraisals pertain;

2. The nature of the project requiring a purchase, sale or lease of real estate does not justify the cost of appraisals or is otherwise deemed unnecessary;

3. The property at issue has been appraised within 2 years prior to the proposed sale, lease or purchase of the real estate, and the appraisals were approved by County Council;

4. Other compelling reasons exist to waive the appraisals for example, "time is of the essence" to complete the sale, lease or purchase, and a reasonable statement of value is available.

5. In any of circumstances set forth in sections 13.1413.15 b.1., 2., 3. or 4., County Council shall approve, by
resolution, the County Executive proceeding without two sealed appraisals.

c. Purchase/Sale/Lease of Real Estate

(1) 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.

(2) In presenting a proposal or a contract to purchase/sell/lease real estate to County Council for approval, the County Executive shall make public the two sealed appraisals received by the County.

Section 13.1516 Contracts and Agreements

a. Written contracts are required for all purchases of goods and services exceeding $25,000. All contracts and agreements shall be prepared and executed as directed by the County Executive by way of the Executive Order. All contract formats shall be approved by the County Solicitor prior to use.

b. All executed contracts and agreements shall be filed
in the Procurement Division within fourteen (14) days after execution, and shall immediately be available for inspection by any member of County Council or the County Controller.

c. At least twenty-(20) five (5) days before the County Executive obligates the County to the proposed terms of any prospective contract, the County Executive shall provide written notification of the proposed terms of the prospective contract to County Council if the contract consideration exceeds $100,000, regardless of whether the contract term spans more than one fiscal year or exceeds twelve months. Such written notice shall specify the procedure used to choose the individual or entity providing the services, including a copy of the Invitations to Bid/Request for Proposals, if applicable; the name of the successful bidder; the nature of the project and the scope of work; the projected total monetary amount of the contract; the hourly or other unit costs charged under the contract; a statement of the need for such services, and a disclosure of prior relationships between the vendor and the County or County Personnel. In addition, prior to making the award, approval of County Council is required in the following instances:

(1) Any contract exceeding $100,000 which was awarded
using the Competitive Negotiation, Negotiation After Competitive Sealed Bidding, and Non-Competitive Negotiation source selection methods. For contracts with renewal clauses, the entire potential payout if all renewal clauses are exercised under the terms of the contract must be considered when determining if Council approval is necessary.

(2) Any contract where costs are to be funded with monies outside of the County's General Fund, such as those funded through bonded indebtedness.

(3) If Council fails to approve a contract over $100,000 the County Executive can contract for services where public safety or the health and safety of Northampton County residents would be jeopardized. The contract should be continued for no longer than 6 months with the incumbent vendor (if there is one and the vendor is willing to provide the services) or an alternative vendor if the incumbent is not able to perform the duties.

d. No contracts shall be entered into by the County Executive, or any other independently elected official, without:

(1) giving written notification to the Office of the County Council, as provided in Section 13.15 c 13.16 e; and

(2) receiving the approval of the agreement by County
Council resolution, if the contract involves the retention of professionals pursuant to the authority of the Council under Section 202 of the Home Rule Charter to incur indebtedness, levy taxes, assessments, and service charges; adopt and amend an Administrative Code; adopt a Personnel Code; establish salaries and wage levels; and acquire property.

e. No work shall be authorized to begin nor payment made under a contract prior to the completion of the written notice process, set forth in Administrative Code Section 13.15 c 13.16 e, until sufficient appropriate funds have been encumbered, and where required, the approval process completed, unless exigent reasons or an emergency situation requires the immediate execution of a proposed contract, but the term of such contract shall not exceed thirty (30) days. Such reasons shall be documented and filed with the Council within 24 hours of the execution of the proposed contract.

f. Every professional service contract shall specifically state that a copy of any final report or study delivered pursuant to a contract shall be provided directly by the vendor to the County Council; and the vendor shall agree to present the final report or study should the County Council so desire. Exempt from the aforementioned requirements are:
(1) Contracts that involve the investigation of a crime and the apprehension or prosecution of persons suspected of, or charged with, the commission of a crime if the District Attorney determines that the information might prove to be prejudicial or detrimental to such action.

(2) Contracts involving services in the defense of persons suspected of, or charged with, the commission of a crime if the Public Defender determines that the information might prove prejudicial or detrimental to such action.

g. Required Conditions for All Contracts

(1) Every contract shall specifically state that it is contingent upon the availability of appropriated funds from which payment can be made.

(2) Every contract shall contain an express written provision which clearly provides that in the event of non-appropriation of funds, at any time during the term of the contract, which would prevent the County from making payment under the terms and conditions of the contract, the County may terminate the contract, without the assessment of any termination charges or financial penalties against the County, by providing written notice of intent to terminate to the
contracting party.

(3) **If brought to the attention of procurement or any agent of Northampton County,** the County of Northampton shall not make contractual arrangements with a vendor who is delinquent on any taxes due the County until the taxes are paid in full. Delinquent shall herein be defined as the point when the taxes owed become the responsibility of the Tax Claim Bureau to collect.

(4) Every contract shall state that if the vendor becomes delinquent on taxes owed the County during the term of the agreement, vendor shall be in breach of the agreement and the County shall withhold vendor payments in lieu of taxes until taxes are paid in full.

(5) The County Executive, or his designee, shall issue written notice to the Council within sixty (60) days of the end of the fiscal year if a vendor or lessee is found to be delinquent on any taxes due the County. As directed pursuant to contract language authorized by this Section, the County shall withhold payments until the taxes are paid in full.

(6) The County of Northampton shall not make contractual arrangements with a vendor who is also a lessee of the County until the rent due the County is paid in full as
provided for in the terms of the lease agreement.

(7) No renewal of any existing contract, upon the expiration or termination of the original term, shall be entered into if such renewal fails to conform to provisions of the Administrative Code herein set forth.

(8) The provisions of Administrative Code Sections 13.07 through §13.12 and §13.15 13.13 and 13.16 shall not be evaded by entry into piece-meal contracts, which should in the exercise of reasonable discretion and prudence be conducted as one transaction, that exceed the dollar amount or term of contract set forth in Administrative Code Sections 13.07 and §13.15 13.16.

(9) All County construction projects over $25,000 shall be awarded by competitive bid to the lowest responsible bidder unless rejected in accordance with other provisions of Article XIII of the Northampton County Administrative Code.

(10) If the County Executive, or his agent, on behalf of the County of Northampton bids a construction project with a Project Labor Agreement Requirement, then in that event, the County Executive, or his agent, shall simultaneously bid the same construction project without a Project Labor Agreement. No Project Labor Agreement shall be utilized in any County
construction project unless approved by Northampton County Council prior to execution of the contract by Resolution.

(11) A Project Labor Agreement is hereby defined as a contract which requires that the project be awarded exclusively to:

(a) recognize unions as representatives of their employees on that job;

(b) exclusively use the union hiring hall to obtain workers;

(c) pay union wages and benefits; and

(d) obey the union restrictive work rules, job classifications, and arbitration procedure.

(12) Every contract shall specifically state that the vendor agrees not to hire County personnel who have or shall exercise discretion in the awarding, administration or continuance of that vendor's contract. The prohibition shall be in force for up to and including one year following the termination of the employee from County service. A vendor's failure to abide by this shall constitute a breach of contract, and the agreement shall so state.

(13) Each contract must contain the following conditions:
(a) Undue Influence: The Provider agrees not to hire any County personnel who has exercised discretion in the awarding, administrating or continuance of this contract for up to and including one year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this contract.

(b) Conflict of Interest: The Provider agrees to notify in writing the County as soon as the Provider learns that:

1. A current employee of the County has commenced, or is intending to commence, employment with the Provider while continuing to maintain County employment, or

2. A current employee of the County has performed, or is intending to perform, services to the Provider as an independent contractor while continuing to maintain County employment. Any written notice required to be given under this section shall specify the County employee's (associate's) name, the nature of the County employee's (associate's) employment, or the subject of the County employee's (associate's) contract with the Provider and the date on which the County employee's (associate's) employment or contract with the Provider commenced.
(c) Breach of Contract:

(1) The Provider agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, shall constitute default of this contract.

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

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

Section 13.16\# Contract Modification and Termination

a. Modification of Contracts. For contracts totaling $500,000 or less, change orders or additions increasing the total contract cost, as bid, of a project are exempt from the competitive bidding provisions of this Code. However, when the total cost of a single project contract shall exceed $500,000,
the County Executive or Procurement Manager shall initiate negotiations with the applicable contractor when one of the following conditions are met:

(1) A change order shall individually exceed one hundred fifty thousand dollars.

(2) If the total aggregate of all change orders on a project exceeds 10% of the total contract cost or bid. The goal of negotiations should be to arrive at a reasonable price for necessary change orders that could not have been anticipated at the inception of the contract. If a satisfactory settlement cannot be reached, the County Executive is authorized to re-bid any or all change orders or additions.

b. Notice of Change Orders. The County Executive shall promptly provide written notice of any proposed change orders meeting the conditions listed in 13.16 13.17 a (1) and (2) above to the Clerk of County Council.

c. Cancellation of Contracts. The County Executive, in the best interests of the County, upon recommendation of the County Solicitor, shall have the authority to cancel contracts. For such authority to be exercised, it should be included as a clause in any appropriate contract, at the discretion of the County Executive, subject to Council approval in accordance with
section 13.15 e 13.16 e. Notification of any canceled contracts shall be forwarded to the County Council immediately upon cancellation.

d. The written notice procedures for all contracts set forth in Administrative Code Sections 13.15 13.16 c, d (1), d (2), e, f (1) and f (2) shall also apply to amendments to existing contracts.

e. In addition to complying with the requirements set forth in Section 13.16 d 13.17—d, written notices involving amendments to existing contracts shall clearly indicate the monetary amount of the amendment, the reason for the amendment, the services to be provided by the amendment, the original amount of the contract and the total amount of the contract, as amended.

f. For any existing contract that is amended, if such amendment increases the value of the original contract to an amount that would require Council approval under Section 13.15 13.16 c (1), then such approval must be obtained for the amendment.
Section 13.1718 Disposition of County Personal Property Other Than Real Estate

a. All surplus County personal property shall be disposed by one of the following methods as determined by the Procurement Officer following written notification by the department head of the item(s) determined to be surplus to their needs. Procurement will use the most efficient method of disposal to optimize the benefits to the County:

1. Methods of disposal include but are not limited to (Non-electronic/computers):

(a.) Transfer within Departments

(b.) Sale on "Public Auction Site"

(c.) Scrap

(d.) Donation to nonprofit organizations

2. Computer and electronic equipment surplus are handled by the IT Department. Notification by the department is made electronically utilizing the Enterprise Service Request Application on the intranet.

3. Monies received from the sale or scrapping are deposited in the Revenue Department general fund.

a. All surplus County personal property shall be disposed
of by one of the following methods as determined by the Procurement Officer following written notification by the department head of the item(s) determined to be surplus. The proceeds from the sale or disposal of surplus capital assets shall be deposited into the Fund out of which the capital assets were originally purchased.

(1) Public Auction

(a) Surplus County personal property shall be stockpiled at a central location. The Procurement Officer shall establish a date for sale and retain an auctioneer and insure that notice is given to the public. All sales shall be final.

(2) Sealed Bids By Value of Personal Property Under $1,000

(a) Personal Property may be disposed of in one of the two methods noted below after the estimated value has been established by the department head concerned, or by a qualified professional appraiser as selected by the Procurement Division.

1. Sealed Bid Method

(i) When the value is determined to be less than $1,000, the Procurement Division shall post an advertisement in a conspicuous place in each County building
indicating the time and place for the receipt and opening of
time-and-place-for-the-receipt-and-opening-of
sealed bids.

(ii) Bids must be accompanied by a
cashier's check, certified check or money order in the full
amount of the bid payable to the "County of Northampton".

(iii) Sale of personal property
shall be awarded to the highest bidder.

2. Fixed Price Method

(i) The Procurement Division shall
have a qualified professional appraiser establish a value for
each item to be sold.

(ii) Each item will be clearly marked
with the established price for each item. Interested parties
shall pay for the item desired at the Revenue Office. They
shall bring the County payment receipt back to the Procurement
Division that will authorize removal of the item paid for.

(3) Sealed Bids B Value of Personal Property over
$1,000

(a) The estimated value shall be established by
the department head concerned.

(b) When the value is determined to be more than
$500, the Procurement Division shall publish an advertisement in
County Council Minutes -53- April 19, 2018

at least one newspaper of general circulation in the County, or as may be deemed to be appropriate by the Procurement Division in trade publications, with trade associates or in other such manner as will bring the best resale value to the County describing the personal property to be sold and the date, time and place where bids shall be received.

(c) Bids must be accompanied by a cashier's check or money order in the full amount of the bid payable to the County of Northampton.

(d) Sale of property shall be awarded to the highest bidder.

(4) Donation of Items With a Nominal Monetary Value

(a) If an item to be disposed of has only a nominal monetary value, but is still in a usable condition, it may be donated to a not for profit charitable organization without seeking an appraisal. The Procurement Officer may donate an item following receipt of an Executive Order so authorizing.

(5) Disposal of Non-Saleable Items

(a) When an item has been determined to be unsaleable following efforts to dispose of the items according to Sections (1), (2), or (3) above, the Procurement Officer may
County Council Minutes -54- April 19, 2018

dispose of the items in a manner deemed to be appropriate for the specific items in question, following receipt of an Executive Order so authorizing.

(b) When a division chief/supervisor determines that an item of County personal property is of no value and is not saleable by reason of being broken and/or non-repairable, they shall complete a Disposal of Fixed Assets form. They shall indicate the item, by make, model and serial number, if known, and request that the items be disposed of in an appropriate method. The form shall be countersigned by the department head authorizing said disposal before the form is forwarded to the Procurement Officer. The Procurement Officer shall authorize the disposal of said goods, which may include disposal to the land fill, metal reclamation center, etc. upon receipt of the signed Transfer/Disposal of Fixed Asset form.

Section 13.1819 Lehigh Valley Labor - Construction Contracts

a. Policy Intent. It is the intent and goal of this section is for the County of Northampton to contract with developers, construction managers, contractors or subcontractors who will make every effort to employ persons living in the Lehigh Valley, so as to maximize the economic benefit of the
construction project to the economy of, and citizens residing in, Northampton County.

b. Definitions. For the purposes of this Section, the following words shall have the meanings so noted:

(1) "Contractor" shall mean any developer, construction manager, contractor, subcontractor on a County-funded project.

(2) "Lehigh Valley" shall be defined as Lehigh and Northampton Counties and all surrounding communities that border said County within ten (10) miles.

(3) "Construction Contract" shall mean a construction, renovation, rehabilitation or demolition project.

c. Conditions for All Construction Contracts

(1) Every contract over $25,000 pertaining to construction projects funded by the County of Northampton shall specifically state that the contractor shall, in hiring, make every effort to employ persons residing within the Lehigh Valley. Further, in no event, shall less than 80 percent of the labor force of the contractor on a County-funded project be residents of the Lehigh Valley.

(2) Every contract over $25,000 pertaining to construction projects funded by the County of Northampton shall
specifically state that contractors shall be obligated to make sure that subcontractors adhere to the requirements set forth by this policy.

(3) The requirements herein set forth shall also apply to contracts pertaining to construction projects carried out by an authority and for which the County of Northampton is a third party beneficiary.

d. Exemption. The policies set forth in this Section shall not apply to executives, engineers, technicians, supervisors, timekeepers, messengers, office workers, or employees above the classification of general foreman of the contractor.

e. Waiver of Policy.

(1) The local labor requirement for a construction project, or for a specific contractor, can only be waived with the issuance of an Executive Order by the Northampton County Executive.

(2) The Executive Order, waiving the provisions of this section, shall be presented to County Council no later than two (2) work days after it is issued by the County Executive.

(3) An Executive Order, to waive a construction project from the local labor requirement, shall specify in
detail why Federal and/or State funding of the project does not permit compliance with the local labor requirement.

(4) An Executive Order, to waive a specific contractor from the requirements of this ordinance, shall state that the following procedure has been complied with:

(a) Notice shall be given by the contractor to the County of Northampton that their specialty is unique.

(b) The number of persons needed to perform the job shall be stated.

(c) Actual proof shall be submitted that there are not a sufficient number of persons in the Lehigh Valley that have the knowledge and experience to perform the specialty.

(d) The Executive Order shall specify the percentage of local labor that can be used.

(5) In the event the application of the requirements of this section would violate State and/or Federal law, or would render the County of Northampton ineligible for the receipt of funds from outside sources, the provisions this Article ordinance shall not be enforced.

Section 13.1920 Purchasing - Domestic Preference Policies

a. Policy Intent. The County of Northampton is
committed to conducting business according to the highest ethical principles. Accordingly, all contractors shall be committed to a set of ethical standards, in the course of their conduct, which includes, but are by no means limited to; honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being. It shall be the intent of Northampton County to conduct business with contractors that are committed to the protection and preservation of the global environment and the world's finite resources, and conduct business accordingly. Further, it is the policy of the County that it should not purchase, lease, rent or take on consignment goods or services which are produced under sweatshop conditions.

b. Definitions. The following words and phrases when used in this Section shall have the meaning given to them in this section unless the context clearly indicates otherwise:

(1) Contractor: shall include each contractor, subcontractor, vendor, or manufacturer that is engaged in a manufacturing process that results in a finished product for the consumer;

(2) Manufacturing Process: shall include assembly and packaging.

c. The procedures and guidelines set forth herein shall
apply to the manufacture, laundering and distribution of items of apparel and textiles, such as clothing, headwear, footwear, linens and fabric, as well as to any other industry designated by the County Executive, or his designee, as vulnerable to sweatshop competition.

d. In order to ensure that the County contracts with vendors that have responsible employment practices, the following criteria will be used in contracting for goods and services:

(1) Preference will be given to goods or services produced in the U.S.A.

(2) The County will whenever possible only contract with vendors with responsible labor practices, as defined in Section 3.b. below.

e. The County shall require of every bidder for County contracts covered under Section 1, and annually from every vendor of goods or services covered under Section 1, the following:

(1) Disclosure of all subcontractors and sites. The bidder or vendor shall identify the name and address of each subcontractor to be used, as well as the address of all locations, including subcontractor locations, substantially
involved in providing goods or services covered by this Act. Such information will be considered public information, and shall be maintained by the awarding agency or authority.

(2) Certification of compliance with responsible labor practices. The standards set forth below constitute responsible labor practices for County contractors. The bidder or vendor shall certify that each location, including subcontractor locations, substantially involved in producing or distributing goods or services covered by this Section meets the following standards:

(a) Compensation:

(1) Wage and benefit levels must be sufficient to meet basic needs and provide some discretionary income for a family of 4 (a "living wage"). For employment within the U.S.A., this shall mean average production wages of at least $7 per straight-time hour in 1997 dollars, along with total compensation, including affordable family health benefits and company-paid pension and or other retirement benefits typical of responsible employers, of at least $8.15 per hour.

(2) Contractors recognize that wages are essential to meeting employees' basic needs. Contractors must provide wages and benefits which comply with all applicable laws
and regulations, and which match or exceed the local prevailing wages and benefits in the relevant industry.

(3) Overtime Compensation: In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such a premium rate as is legally required in their country, but not less than at a rate equal to their regular hourly compensation rate.

(b) Rights:

(1) Contractors shall respect rights of workers to speak out about working conditions without fear of retaliation.

(2) Contractors shall recognize and respect the rights of employees to freedom of association and collective bargaining, without employer resistance.

(3) Contractors shall recognize that due process and just cause procedures are used for discipline or discharge, with recourse to arbitration.

(4) Contractors shall comply with all laws, regulations and International Labor Organization standards governing the workplace.

(5) Contractors shall not use child labor, forced labor, corporal punishment.
(6) Contractors shall employ individuals solely on the basis of their ability to perform the job, and shall not discriminate in hiring, promotion or compensation on the basis of race, national origin, religion, gender, sexual preference, union preference, or political affiliation.

(7) Contractors shall not use any forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.

(8) Contractors shall provide workers with a safe and healthy work environment including implementation of sound injury and illness prevention practices. If residential facilities are provided to workers, they must be safe and healthy facilities.

(9) Contractors shall treat every employee with dignity and respect. No employee shall be subject to any physical, sexual, psychological, verbal harassment, or abuse. Contractors will not use or tolerate any form of corporal punishment.
f. Filing of false information under this Section shall be a criminal violation. The County, at its discretion, may terminate a contract or ban a vendor from holding contracts with the County for a period of 5 years for filing false information or for failing to file information required under this Section. The County shall require correction and remediation of violations of the standards listed in Section 13.19 13.20 e.(2) prior to renewing commerce with the contractor. The County may terminate a contract for failure to meet the standards listed in Section 13.19 13.20 e.(2). The County may require further proof of compliance with the standards listed in Section 13.19 13.20 e.(2). Upon request the contractor or subcontractor will make all relevant records available to the County or its designee.

g. In the event the application of the requirements of this Section would violate State and/or Federal law, or would render the County of Northampton ineligible for the receipt of funds from outside sources, the provisions this Section shall not be enforced.

Section 13.20 Add Penalties

No elected or appointed official or employee of the County of Northampton shall intentionally or knowingly circumvent the provisions of this Article. Further, that any such elected or appointed official or employee of the County of Northampton who
shall intentionally and/or knowingly violate this Article shall be subject to surcharge to the extent of the damage shown to be thereby sustained by the County of Northampton, shall be guilty of a misdemeanor, and upon a conviction thereof, shall be sentenced to imprisonment of not more than one year or pay a fine of not more than $1,000, or both. Any contract entered into in violation of the within article shall not be binding upon the County of Northampton.

Mr. Kraft advised the public hearing, debate and possible vote will be held at the May 3, 2018 meeting.


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

AN ORDINANCE AUTHORIZING PREPARATION AND SUBMISSION OF A DECLARATION OF TAKING AND RELATED DOCUMENTATION FOR A PORTION OF THE LANDS OF LARRY B. MCEWEN AND CLARISSA A. MCEWEN, HUSBAND AND WIFE AND KEVIN MCEWEN AND FOR A PORTION OF LANDS OWNED BY RONALD L. ANGLE AND FOR A PORTION OF THE DEPARTMENT OF AGRICULTURE’S CONSERVATION EASEMENT

WHEREAS, Northampton County Council has determined that it is necessary and appropriate to acquire a Permanent Right of Way Easement and a Temporary Construction Easement for a project involving replacement, repair and or maintenance of Bridge No. 202 for the safety of the traveling public for the below stated property owners and Easement holders; and
WHEREAS, a description of the property condemned from owners Larry B. McEwen and Clarissa A. McEwen, Husband and Wife and Kevin McEwen sufficient for its identification is set forth in Exhibit "1" being part of the same premises more particularly described in the Office of the Recorder of Deeds in and for Northampton County Deed Book Volume 2009-1, Page 146206 located in Lower Mount Bethel Township, Northampton County, Pennsylvania also identified as Tax Parcel No. F11-7-3-0117F and F11-7-3-0117X (McEwen property); and

WHEREAS, Condemnor, Northampton County condemns a Permanent Right of Way Easement of 2219.73 square feet and a Temporary Construction Easement of 8010.97 square feet from the McEwen property. A copy of the plot plan showing the entire property and portion of land condemned and legal description of the condemned land is attached as Exhibit "2"; and

WHEREAS, a description of the property condemned from owner Ronald L. Angle sufficient for its identification is set forth in Exhibit "1" being part of the same premises more particularly described in the Office of the Recorder of Deeds in and for Northampton County Deed Book Volume 2009-1, Page 137705 located in Lower Mount Bethel Township, Northampton County, Pennsylvania; also identified as Tax Parcel No.'s F11-2-3-0117F and F11-2-3-0117X (Angle property); and

WHEREAS, Condemnor, Northampton County, condemns a Permanent Right of Way Easement of 2363.97 square feet and a Temporary Construction Easement of 3233.36 square feet from the Angle Property. A copy of the plot plan showing the entire property and a portion of land condemned and the legal description of the land condemned are attached as Exhibit "2"; and

WHEREAS, a description of the property condemned from easement holder, Commonwealth of Pennsylvania sufficient for its identification is set forth in Exhibit "3" being part of the same Agricultural Conservation Easement more particularly described in the Office of the Recorder of Deeds in and for Northampton County Deed Book Volume 1996-1, Page 120832 located in Lower Mount Bethel Township, Northampton County Pennsylvania. A small portion of the Commonwealth's Agricultural Conservation Easement encumbers and overlaps the part of the lands to be condemned currently owned by Larry B. McEwen and Clarissa A. McEwen, Husband and Wife (DBV 2009-1, Page 146206) and lands owned by Ronald L. Angle (DBV 2009-1, Page 137705) in the same acreage amounts; and
WHEREAS, Condemnor will condemn the Commonwealth of Pennsylvania’s Conservation Easement encumbering the McEwen lands for a Permanent Right of Way of 2,219.73 square feet and a Temporary Construction Easement for 8,010.97 square feet. For the Conservation Easement encumbering the Angle lands, Condemnor, Northampton County will condemn the Conservation Easement encumbering the Angle lands a Permanent Right of Way Easement of 2,363.97 square feet and a Temporary Construction Easement of 3,233.36 square feet. A copy of the plot plan showing the entire easement and a portion of the easement condemned and legal description of condemned land is attached as Exhibit "3"; and

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

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

1. All “Whereas” clauses are hereby incorporated into this Resolution.

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

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

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

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

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

Mr. Kraft stated the public hearing, debate and possible vote will be held at the May 3, 2018 meeting.

Consideration of Personnel Request Resolution: District Attorney's Office

Mr. McGee introduced the following resolution:

R. 55-2018 IT IS HEREBY RESOLVED by the Northampton County Council that one (1) full time position of Clerical Technician III, pay grade CR 15-2B, salary $29,370, shall be eliminated in the District Attorney's Office, effective April 19, 2018.

BE IT FURTHER RESOLVED by the Northampton County Council that two (2) full time positions of Clerical Technician III, pay grade CR 15-3C, salary $30,692, shall be eliminated in the District Attorney's Office, effective April 19, 2018.

BE IT FURTHER RESOLVED by the Northampton County Council that one (1) full time position of Clerical Specialist, pay grade CR 17-1A, salary $30,816, shall be created in the District Attorney's Office, effective April 19, 2018.

BE IT FURTHER RESOLVED by the Northampton County Council that two (2) full time positions of Clerical Specialist, pay grade CR 17-2B, salary $32,204, shall be created in the District Attorney's Office, effective April 19, 2018.

As there were no questions or comments, Mr. Kraft called for the vote.

The vote: McGee, "yes"; Vargo Heffner, "yes"; Werner, "yes"; Zrinski, "yes"; Cusick, "yes"; Dietz, "yes"; Ferraro, "yes" Heckman, "yes" and Kraft, "yes".

The resolution was adopted by a vote of 9-0.
Consideration of Licensed Practical Nurse/Registered Nurse Tuition Assistance Program Resolution

Mr. McGee introduced the following resolution:

R. 56-2018 WHEREAS, over the years the Northampton County’s Gracedale Nursing Home experienced issues with recruiting and retaining nursing positions; and

WHEREAS, on April 12, 2018, the County Executive presented County Council with a Licensed Practical Nurse/Registered Nurse Tuition Assistance Program to assist in their efforts for approval.

IT IS HEREBY RESOLVED by the Northampton County Council that they approve the County Executive’s Licensed Practical Nurse/Registered Nurse Tuition Assistance Program.

As there were no questions or comments, Mr. Kraft called for the vote.

The vote: McGee, "yes"; Vargo Heffner, "yes"; Werner, "yes"; Zrinski, "yes"; Cusick, "yes"; Dietz, "yes"; Ferraro, "yes" Heckman, "yes" and Kraft, "yes".

The resolution was adopted by a vote of 9-0.

Consideration of the AFSCME Memorandum of Understanding Regarding Shift Differential Pay

Mr. McGee introduced the following resolution:

R. 57-2018 WHEREAS, on April 16, 2018, County Council received a Memorandum of Understanding between Northampton County and AFSCME District Council 88, Local 1435, stating that Northampton County and AFSCME District Council 88, Local 1435 have reached an agreement to modify the language specified in bold italics in the current Collective Bargaining Agreement regarding shift differential pay (see Attachment “A”).

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Northampton County Council that the Memorandum of Understanding shall be approved this 19th day of April 2018.
As there were no questions or comments, Mr. Kraft called for the vote.

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

The resolution was adopted by a vote of 8-1.

Consideration of the General Purpose Authority - St. Luke's Hospital Resolution

Mr. McGee introduced the following resolution:

R. 58-2018

APPROVING THE FINANCING BY THE NORTHAMPTON COUNTY GENERAL PURPOSE AUTHORITY OF CERTAIN FACILITIES OF ST. LUKE'S HEALTH NETWORK, INC., SAINT LUKE'S HOSPITAL OF BETHLEHEM, PENNSYLVANIA, ST. LUKE'S HOSPITAL - ANDERSON CAMPUS AND ST. LUKE'S HOSPITAL - QUAKERTOWN CAMPUS; DECLARING THAT IT IS DESIRABLE FOR THE HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE PEOPLE IN THE AREA SERVED BY SUCH FACILITIES TO HAVE SUCH FACILITIES FINANCED BY SAID AUTHORITY; AND APPROVING THE ISSUANCE OF BONDS TO FINANCE SUCH FACILITIES

WHEREAS, the Northampton County General Purpose Authority (the "Authority") is a body corporate and politic organized by the Board of County Commissioners of the County of Northampton, Pennsylvania (the "County") under the Pennsylvania Municipality Authorities Act, as amended (the "Act"); and

WHEREAS, St. Luke's Health Network, Inc. (the "Network"), Saint Luke's Hospital of Bethlehem, Pennsylvania, a Pennsylvania nonprofit corporation ("SL-Bethlehem"), St. Luke's Hospital - Anderson Campus, a Pennsylvania nonprofit corporation ("SL-Anderson") and St. Luke's Hospital - Quakertown Campus, a Pennsylvania nonprofit corporation ("SL-Quakertown" and, together with the Network, SL-Bethlehem and SL-Anderson, the "Borrowers") have requested that the Authority finance all or a portion of certain projects for the benefit of the Borrowers consisting of (i) the financing of the construction, renovation, improvement and equipping of an approximately 80-bed new hospital on the Quakertown campus, (ii) the reimbursement and financing of the construction, acquisition, renovation and
installation of capital improvements or the acquisition and installation of equipment on the Quakertown campus, (iii) the reimbursement and financing of the construction, acquisition, renovation and installation of capital improvements or the acquisition and installation of equipment on the Anderson campus, including expansion of the Anderson campus with the addition of an approximately 180,000 square foot patient tower which will consist of approximately 36 additional beds, a maternity unit and educational space, (iv) the reimbursement and financing of the construction, acquisition, renovation and installation of capital improvements or the acquisition and installation of equipment in outpatient facilities for the Borrowers, (v) the current refunding of the Authority’s $100,000,000 Hospital Revenue Bonds, Series 2017C (Saint Luke’s Health Network Project), (vi) the funding of any required reserves for the Bonds, including capitalized interest, if appropriate and (vii) the payment of costs of issuance of the Bonds and related costs (collectively, the “Project”); and

WHEREAS, each of the Borrowers is a nonprofit corporation that is a hospital or that otherwise provides health care services to the public, and the facilities to be financed as part of the Project have been determined by the Authority to be qualified under the Act for financing through the Authority, and accordingly the Authority proposes to finance the Project and related costs and expenses of the financing by the issuance and sale of one or more series of its revenue bonds in an aggregate principal amount not to exceed $200,000,000 (the “Bonds”); and

WHEREAS, the Act requires that the County declare by resolution or ordinance that it is desirable for the health, safety and welfare of the people in the area served by the facilities comprising the Project to have such facilities financed through the Authority; and

WHEREAS, in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), a public hearing (the “Hearing”) was held by the Authority on April 12, 2018, notice of which Hearing was published in each of The Express-Times and The Intelligencer on March 28, 2018 and in The Morning Call on March 29, 2018 and at which Hearing a reasonable opportunity to be heard was provided for all persons with different views on both the issuance of the Bonds and the location and nature of the facilities being financed.
NOW, THEREFORE, BE IT IS HEREBY RESOLVED by the Northampton County Council that:

It is hereby declared to be desirable for the health, safety and welfare of the people in the area served by the facilities comprising the Project (including, without limitation, the Counties of Northampton, Lehigh and Bucks, Pennsylvania) to have such facilities financed through the Authority, and the Authority is hereby authorized to finance the Project for the benefit of the Borrowers.

The issuance of the Bonds to finance the Project and related costs and expenses of the financing is hereby approved, it being understood, however, that such approval does not and shall not, directly or indirectly, obligate the taxing power of the County or otherwise obligate the County in any way whatsoever and is given for the sole purpose of complying with applicable provisions of law relating to the financing of the Project by the Authority.

The proper officers and other personnel of the County are hereby authorized and empowered to take all such further actions and execute such additional documents as they may deem appropriate to carry out the purposes of this Resolution.

All prior resolutions or parts of prior resolutions of the County not in accordance with this Resolution are hereby repealed insofar as they conflict herewith.

This Resolution is effective immediately.

As there were no questions or comments, Mr. Kraft called for the vote.


The resolution was adopted by a vote of 9-0.

Consideration of Article XIII Contract Approval Resolution: Conduent State and Local Solutions

Mr. Heckman introduced the following resolution:

R. 59-2018 WHEREAS, Northampton County Administrative
Code Article XIII Procurement and Disposition of County Property, Section 13.16 Contracts and Agreements c. (1) requires approval of County Council for "...any contract exceeding $100,000, which was awarded using the Competitive Negotiation, Negotiation After Competitive Sealed Bidding, and Non-Competitive Negotiation source selection methods. For contracts with renewal clauses, the entire potential payout if all renewal clauses are exercised under the terms of the contract must be considered when determining if Council approval is necessary"; and

WHEREAS, on April 13, 2018, the Northampton County Council received a request from the County Executive for County Council to adopt a resolution approving a contract in the amount of $375,942.41 with Conduent State and Local Solutions, Inc. for hardware for switch refresh.

NOW, THEREFORE, BE IT RESOLVED that the Northampton County Council does hereby concur with the recommendation of the County Executive, as set forth in the attached documentation, to approve a contract with Conduent State and Local Solutions, Inc. for hardware for switch refresh.

As there were no questions or comments, Mr. Kraft called for the vote.

The vote: Heckman, "yes"; Cusick, "yes"; Dietz, "yes"; Ferraro, "yes"; Kraft, "yes"; McGee, "yes"; Vargo Heffner, "yes"; Werner, "yes" and Zrinski, "yes".

The resolution was adopted by a vote of 9-0.

Finance Committee Report

Mr. Heckman advised a Finance Committee meeting was held yesterday where the Administrative Code Article XIII amendments were reviewed.

Human Services Committee Report

Ms. Vargo Heffner stated the Human Services Committee met earlier this evening and a discussion regarding the staffing at Gracedale was held. She further stated the Children, Youth and Families Division was still inundated with paperwork while
providing great care to the children of the County. She added there were small surveys being done and the Area Agency on Aging was receiving 100% compliance.

Capital Projects and Operations Committee Report

Mr. Werner advised there were 36 projects that were progressing and after six years the Gracedale generators should be up and operating by the end of this year.

Conservation District Liaison Report

Ms. Zrinski stated she attended the Conservation District meeting where a discussion was held regarding their Envirothon that would be held on April 26, 2018 at Louise Moore Park.

Ms. Zrinski advised they were requesting a protocol be set up regarding the door lock system. She further advised this building was not American Disabilities Act compliant.

Mr. Charles Dertinger, Director of Administration, stated the protocol issue was being worked on.

Airport Authority Liaison Report

Mr. Dietz advised the Airport Authority announced today that Braden Airpark would have an air school starting May 1, 2018 so they were looking for the Department of Community and Economic Development to assist in this endeavor.

LERTA Language

Mr. McGee stated within the last several months a number of LERTAs had been adopted, but he felt some responsible contracting language was missing. He further stated they were provided tax breaks, but there should be a concern about who was doing the work so he may be introducing some language in the future.
Gracedale Advisory Board

Ms. Vargo Heffner advised that Ms. Ann Terres was recognized as she was resigning from the Gracedale Advisory Board to become a member of the Area Agency on Aging Advisory Board.

Adjournment

Mr. Dietz made a motion to adjourn the meeting.

Mr. McGee seconded the motion.

The motion to adjourn passed unanimously by acclamation.

________________________________________
Linda M. Zembo
Clerk to Council