Easton, Pennsylvania May 3, 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. McGee 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 19, 2018 meeting shall be approved.

Ms. Vargo Heffner seconded the motion.

The minutes were approved by voice acclamation.

Courtesy of the Floor

As no one signed in for Courtesy of the Floor, Mr. Kraft asked if there was anyone from the public who wished to address County Council.

There were no respondents.

County Executive Report

Mr. Lamont McClure, County Executive, stated Administrative authority was used to no longer have the question regarding a person's criminal history on the County's employment application; however, a vast majority of County workers were required to undergo a criminal background check by State law.
Mr. McClure advised the County would begin collecting hotel tax from Airbnb on August 1, 2018.

Mr. McClure stated he confirmed the County did not use sludge in County parks and farmland leases were being reviewed to ensure it was not being used. He further stated a box was being added to the Farmland Preservation applications for an individual to check indicating they would voluntarily not use sludge.

Mr. McClure advised he hoped County Council would vote to approve the amendments to Administrative Code Article XIII and thanked everyone involved for their hard work.

Mr. McClure stated the report on the Meadows Bridge in Lower Saucon Township was received from the Pennsylvania Department of Transportation consultant that indicated it would not be reopened until it was replaced. He further stated this bridge was on the P3 Bridge Project list as a rehabilitation project so Kriger Construction would be notified.

Mr. McClure advised the Finance Committee should have a meeting to discuss the P3 Bridge Project because there were only eight of the 33 bridges in the project that were deficient. He further advised they were going to complete the project, but it should really be reviewed.

Mr. Heckman stated he was in the process of obtaining information and planned to discuss this project at the June Finance Committee meeting.

Mr. McClure advised the Retirement Board met earlier and Mr. Jerry Seyfried, the Retiree Representative, brought forth a legal issue, which was whether the County could take contributions for retiree health care benefits from pension checks. He further advised he had the Solicitor’s Office and the Director of Human Resources review it and it was clear the County had been unlawfully taking those funds so the Retirement Board enacted to rectify the situation.

Mr. McClure stated Charles Chrin Companies recently offered the County $25,000 for the sale of three parcels near the Route 33 Interchange, which he refused. He further stated one of the reasons the Tax Increment Financing was granted was because Mr. Chrin indicated he would provide $2 million to fund Farmland Preservation by giving the County 1.5% of the net proceeds on the first sale of a parcel of land.
Mr. McClure advised since then the County only collected $254,000 because the sale of the parcels were resulting in zero net proceed transactions. He further advised he requested $150,000 for the three parcels even though that would leave the County way below the $2 million originally promised when all the parcels were sold and that offer was refused.

In answer to Mrs. Ferraro's question as to the status of hiring a Sheriff, Mr. McClure indicated the position was advertised this week.

In response to Mr. Cusick's question as to whether there was any update regarding the voting machines from the State, Mr. McClure replied there was not.

In answer to Ms. Zrinski's question as to whether there was any legal action to be taken regarding the Chrin situation, Mr. McClure stated they have not looked into that because the contract did not address these types of transactions as they were never anticipated.

Public Hearing on the 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)

Mr. Kraft advised the following ordinance was introduced by Messrs. Heckman and McGee at the April 19, 2018 meeting:

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 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.

Public Hearing

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

There were no respondents.

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

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

The ordinance was adopted by a vote of 9-0.
Public Hearing on the Ordinance Entitled, "AN ORDINANCE AMENDING NORTHAMPTON COUNTY ADMINISTRATIVE CODE ARTICLE XIII PROCUREMENT AND DISPOSITION OF COUNTY PROPERTY"

Mr. Kraft stated the following ordinance was introduced by Ms. Vargo Heffner and Mr. Cusick at the April 19, 2018 meeting:

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

SECTION 13.01 Purposes
13.02 Definitions
13.03 Procurement Authority
13.04 Centralization of Public Procurement
13.05 County Procurement Manual
13.06 Custodian of Procurement Records
13.07 Methods of Source Selection
13.08 Competitive Sealed Bids
13.09 Competitive Negotiations
13.10 Noncompetitive Negotiations
13.11 Small Purchase Procedures
13.1112 Emergency Procurements
13.12 Cooperative Purchasing
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 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.d. 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.↓ 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.
\(m.n.\) 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.

\(n.o.\) Responsive Bidder. A person who has submitted a bid which conforms in all material respects to the Invitation for Bids.

\(o.p.\) 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.

\(p.q.\) 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.

e. 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.

   (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.
e. 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.

e. 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.

f. 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) (1) 13.16 (e) (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**.

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 13.1112 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 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 13.1314  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 13.14 13.15 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\textsuperscript{17} 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 c 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 B 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 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 - 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 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
(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 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 counter-signed 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 landfill, metal reclamation center, etc. upon receipt of the signed Transfer/Disposal of Fixed Asset form.

Section 13.1849 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 30 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 4+ 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.

Public Hearing

Mr. Jeff Fox, Pen Argyl, PA - advised the amendment under Competitive Sealed Bidding b. Public Notice was to change "two or more" to "one or more" of the following and one of the choices would be advertisements in appropriate trade publications; however, for better transparency he felt it should read electronic publications that were accessible to the general public such as the County website plus one of the following options.

Mr. Fox stated the amendment under Disposition of County Personal Property Other Than Real Estate indicated "Monies received from the sale or scrapping are deposited in the Revenue Department general fund" so he wanted to know if there would be an additional line item that showed revenue from the sale or scrap of that material.

A gentleman from Bethlehem Township, PA - advised under Section 13.08 Competitive Sealed Bid he did not see an explanation as to what constituted adequate public notice.

Mr. Stephen Barron, Director of Fiscal Affairs, stated it was described elsewhere and depended on the method that was chosen.
Mr. advised Contracts and Agreements was being amended to add "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", which he felt negated County Council's authority.

In response to Mr. Heckman's question as to the process of public notice, Mr. Barron stated the County's website referred people to a Public Purchase platform, which was used universally so maybe it could state two of the three.

In answer to Mr. Heckman's question as to whether it should be advertised in the newspapers, Mr. Barron advised it was arduous due to the time constraints and expense.

In response to Ms. Zrinski's question as to why it did not specifically indicate the Public Purchase platform, Mr. Barron stated the current language would cover any electronic advertising in the event the Public Purchase platform was no longer available.

Mr. Dietz suggested the language should indicate on the County's website and then one of the three.

With regard to the disposal of property, Mr. Barron advised the change was needed to reflect what the County was currently doing.

With regard to who determined public safety, Mr. Heckman stated the County Executive was the highest elected official and would have to be given some deference.

Mr. McGee made a motion to amend Section 13.19 Purchasing - Domestic Preference Policies e. (2) (a) Compensation to add "(a living wage calculation and eliminate "(a "living wage")", as well as eliminating "$7 per straight-time hour in 1997 dollars"."

Mr. Kraft asked Mr. McGee to make the amendment after it could be discussed at the Finance Committee meeting and Mr. McGee withdrew his motion.
Ms. Vargo Heffner made a motion to amend Section 13.08 Competitive Sealed Bidding b. Public Notice. to read as follows: "Invitations for Bids/Proposals shall be given adequate public notice to include the County website and one or more of the following: ".

Ms. Zrinski seconded the motion.

As there was no further discussion, Mr. Kraft called for the vote on the motion.

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

The motion passed by a vote of 9-0.

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

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

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


Mr. Kraft advised the following ordinance was introduced by Ms. Zrinski and Ms. Vargo Heffner at the April 19, 2018 meeting:

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 Basement 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.

Public Hearing

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

There were no respondents.

In answer to Mr. Cusick’s question as to why the condemnation, Mr. Michael Corriere, County Council Solicitor, stated due to the conservation easement.

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

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

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

Consideration of Resolution Amending Resolution No. 55-2018

Mr. McGee introduced the following resolution:

R. 60-2018 IT IS HEREBY RESOLVED, By the Northampton County Council that resolution No. 55-2018 shall be amended as indicated hereafter (sections marked with strikeout have been deleted and sections marked with bold underline have been added):
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 IT IS HEREBY RESOLVED by the Northampton County Council that two (2) three (3) 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) three (3) 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 resolution was adopted by a vote of 9-0.

Introduction of an Ordinance Entitled, AN ORDINANCE OF NORTHAMPTON COUNTY, COMMONWEALTH OF PENNSYLVANIA, PROVIDING FOR THE ADOPTION OF CERTAIN PROCEDURES RELATED TO THE SOLICITATION AND AWARD OF PUBLIC CONTRACTS WITHIN NORTHAMPTON COUNTY; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR PUBLIC CONTRACTORS; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR SUBCONTRACTORS TO PUBLIC CONTRACTS; PROVIDING FOR PUBLIC CONTRACT REVIEW PROCESSES; REPEALING INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES; CONTAINING A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE
Messrs. McGee and Heckman introduced the following ordinance:

AN ORDINANCE OF NORTHAMPTON COUNTY, COMMONWEALTH OF PENNSYLVANIA, PROVIDING FOR THE ADOPTION OF CERTAIN PROCEDURES RELATED TO THE SOLICITATION AND AWARD OF PUBLIC CONTRACTS WITHIN NORTHAMPTON COUNTY; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR PUBLIC CONTRACTORS; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR SUBCONTRACTORS TO PUBLIC CONTRACTS; PROVIDING FOR PUBLIC CONTRACT REVIEW PROCESSES; REPEALING INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES; CONTAINING A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Northampton County is duly empowered to enact certain regulations relating to the public health, safety, and welfare for the citizens of Northampton County.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Council of Northampton County, Commonwealth of Pennsylvania, as follows:

SECTION 1

§1. Responsible Contractor Requirements

(a) All contractors and subcontractors of any tier that perform work valued at over $250,000.00 on any public facility or public works project, including construction, demolition, alteration, renovation, repair and contract service or contract maintenance work, shall meet the requirements of this ordinance.

(b) All firms engaged in contracts covered by this ordinance shall be qualified, responsible contractors or subcontractors that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding on public contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics.
§2. Contractor Responsibility Certifications

(a) As a condition of performing work on a public works contract subject to this ordinance, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a Contractor Responsibility Certification at the time it submits its bid for a contract.

(b) The Contractor Responsibility Certification shall be completed on a form provided by the County and shall reference the project for which a bid is being submitted by name and contract or project number.

(c) In the Contractor Responsibility Certification the construction manager, general contractor or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:

1. The firm and its employees have all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations or certificates required to: (a) do business in the designated locale; and (b) perform the contract work it seeks to perform. These shall include, but not limited to, licenses, registrations or certificates for any type of construction or maintenance trade work or specialty work which the firm proposes to self-perform.

2. The firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance.

3. The firm has not been debarred or suspended by any federal, state or local government agency or authority in the past three years.

4. The firm has not defaulted on any project in the past three years.

5. The firm has not had any type of business, contracting or trade license, registration, or other certification revoked or suspended in the past three years.
(6) The firm and its Principals/owners have not been convicted of any crime relating to the contracting business in the past ten years.

(7) The firm has not within the past three years been found in violation of any law applicable to its contracting business, including, but not limited to, licenses laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of $1,000 or more.

(8) The firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state or local wage laws.

(9) All craft labor that will be employed by the firm for the project have completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

(10) The firm will employ craft employees in all classifications and individual trades required to successfully perform the work related to this project.

(11) The firm participates in a Class A Apprenticeship Program for the past three years, at a minimum, for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project.

This apprenticeship requirement assures that workers in each trade or craft employed are graduates of an apprenticeship and training program in each trade or craft in which their services are utilized, which has been in continuous existence for no fewer than five (5) years prior to the commencement of the subject project. This apprenticeship requirement must be continuously registered with a State or Federal Government Agency for no fewer than five (5) years prior to the commencement of the subject project or otherwise deemed qualified by appropriate training such as military service in that trade or craft.
(A) For purposes of this section, a Class A Apprenticeship Program is an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for at least three of the past five years.

(B) To demonstrate compliance with this section, the firm shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in a Class A Apprenticeship Program for each trade or classification listed.

(12) The firm has all other technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will obtain same through the use of qualified, responsible subcontractors.

(13) The firm will maintain all qualifications, resources and capabilities referenced in this certification throughout the duration of the project.

(14) The firm shall notify the County within seven days of any material changes to all matters attested to in this certification.

(15) The firm understands that the Contractor Responsibility Certification required by this section shall be executed by a person who has sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that the information submitted is true, complete and accurate.

(d) Execution of the Contractor Responsibility Certification required by this ordinance shall not establish a presumption of contractor responsibility and the County may require any additional information it deems necessary to evaluate a firm's status as a responsible contractor, including technical qualifications, financial capacity or other resources and performance capabilities. The County may require that such information be included in a separate Statement of Qualifications and Experience or as an attachment to the Contractor Responsibility Certification.
(e) The submitting firm shall stipulate in the Contractor Responsibility Certification that, if it receives a Notice of Intent to Award Contract, it will provide a Subcontractor List and required subcontractor information as specified in Section 5 of this ordinance.

(f) If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it shall attach a separate statement to its Contractor Responsibility Certification that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.

(g) If a firm fails to provide a Contractor Responsibility Certification required by this section, it shall be disqualified from bidding. No action of any nature shall lie against the County because of its refusal to accept a bid for failing to provide information required by this section.

§3. Notice of Intent to Award Contract

(a) After it has received bids for a project, the County shall issue a Notice of Intent to Award Contract to the firm offering the lowest responsible bid.

(b) Such Notice shall be issued immediately or as soon as practicable after bids are opened and Notice of Intent to Award Contract. The Notice shall stipulate that the contract award is conditioned on the issuance of a written Contractor Responsibility Determination, as required by Section 5 and any other conditions deemed appropriate by the County.

§4. Subcontractor Lists, Subcontractor Responsibility Certifications

(a) Within five (5) days from the date of Notice of Intent to Award Contract, a prospective awardee shall submit to the County a Subcontractor List containing the names of any subcontractors that will be used for the referenced project, their addresses and a description of the work each listed subcontractor will perform on the project.
(b) At the time a perspective awardee submits the Subcontractor List it shall also submit Subcontractor Responsibility Certifications for all listed subcontractors to the County. Subcontractor Responsibility Certifications shall be executed by the respective subcontractors on forms prepared by the County and shall contain the same information and representations required in Contractor Responsibility Certifications, including verification of apprenticeship qualifications as required by Section 2(c)(11), for each trade or classification of craft workers it will employ on the project.

(c) Subcontractor Responsibility Certifications shall be executed by person having sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that all information submitted is true, complete and accurate.

§5. Contractor Responsibility Review and Determination

(a) After a Notice of Intent to Award Contract has been issued, the County shall undertake a review process to determine whether the prospective awardee is a qualified, responsible contractor in accordance with the requirements of this ordinance and other applicable laws and regulations and has the resources and capabilities to successfully perform the contract. The time of the review process shall be as determined necessary by the County, but in no event less than five (5) calendar days.

(b) As part of this review process, the County shall ensure that the Contractor Responsibility Certification, the Subcontractor List and the Subcontractor Responsibility Certifications, as required by this ordinance, have been submitted and properly executed.

(c) The County may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the County may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.
(d) If at the conclusion of the review process the County determines that all responsibility certifications have been properly completed and executed and if it concludes that the qualifications, background and responsibility of the prospective awardee and the firms on its Subcontractor List are satisfactory, it may issue a formal written Contractor Responsibility Determination verifying that the prospective awardee is a qualified, responsible contractor. In the event a firm is determined to be non-responsible, the County shall proceed to conduct a responsibility review of the next lowest, responsive bidder or, if necessary, rebid the project.

(e) A Contractor Responsibility Determination may be issued after the conclusion of the review process under Section 5. A Responsibility Determination may be revoked or revised in any manner at any time if the County obtains relevant information warranting any such revocation or revisions.

§6. Subcontractor Responsibility Review Requirements

(a) A construction manager, general contractor or other lead or prime contractor shall not be permitted to use a subcontractor on any work performed for the County unless it has identified the subcontractor on its Subcontractor List and provided a Subcontractor Responsibility Certification in accordance with the requirements of Section 4.

(b) A subcontractor listed on a firm’s Subcontractor List shall not be substituted unless written authorization is obtained from County and a Subcontractor Responsibility Certification is provided for the substitute subcontractor.

(c) In the event that the County determines that a prospective subcontractor listed by the apparent low bidder does not meet the responsibility standards of this Section, it may, after informing the prospective awardee, exercise one of the following options:

(1) permit the awardee to substitute a qualified, responsible, subcontractor in accordance with the requirements of this section;

(2) require the awardee to self-perform the work in question if the firm has the required experience, licenses and other qualifications to perform the work in question; or

(3) disqualify the prospective awardee.
(d) In the event that a subcontractor is disqualified under this ordinance, the general contractor, construction manager or other lead or prime contractor shall not be permitted to make any type of contractual claim against the County the basis of a subcontractor disqualification.

§7. False or Misleading Responsibility Certifications

(a) If the County determines that a Contractor or Subcontractor Responsibility Certification contains false or misleading material information that was provided knowingly or with reckless disregard for the truth or omits material information knowingly or with reckless disregard of the truth, the firm for which the certification was submitted shall be prohibited from performing work for the County for a period of three years and shall be subject to any other penalties and sanctions, including contract termination, available to the County under law. A contract terminated under these circumstances shall further entitle the County to withhold payment of any monies due to the firm as damages.

§8. Execution of Final Contract

(a) A contract subject to this ordinance shall not be executed until all requirements of this ordinance have been fulfilled and until Contractor and Subcontractor Responsibility Certifications have been issued by the County under Section 5(d). Upon completion of all requirements under this ordinance, the County may execute a final contract based upon the Notice of Intent.

(b) Prior to the execution of a final contract under this Section, the County shall publicly post the Notice of Intent to Award, Contractor and Subcontractor Responsibility Certifications, Subcontractor Lists and Contractor Responsibility Determination on the County website for public inspection for a period of five (5) calendar days after the issuance of the Contractor Responsibility Determination.

SECTION 2

Any and all other ordinances or parts of ordinances in violation or in conflict with the terms, conditions and provisions of this ordinance are hereby repealed to the extent of such irreconcilable conflict.
SECTION 3

The terms, conditions and provisions of this ordinance are hereby declared to be severable, and, should any portion, part or provision of this ordinance be found by a court of competent jurisdiction to be invalid, enforceable or unconstitutional, County Council hereby declares its intent that the ordinance shall have been enacted without regard to the invalid, enforceable or unconstitutional portion, part or provision of this ordinance.

SECTION 4

This ordinance shall become effective thirty (30) days after enactment.

Mr. Kraft indicated the public hearing, debate and possible vote will be held at the May 17, 2018 meeting.

Consideration of a Deactivation of Mobile Homes for Tax Delinquency Resolution

Mr. Heckman introduced the following resolution:

R. 61-2018 WHEREAS, Northampton County Home Rule Charter Section 202 Powers (5) provides that County Council shall have the power "to levy taxes and to determine the subject manner and rates of taxation"; and

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

WHEREAS, Northampton County has 26 deactivated mobile homes for which it cannot recover outstanding taxes at the current time and the current owners’ whereabouts are unknown; and

WHEREAS, Northampton County is incurring costs to mail out notices to the owners whose current whereabouts are unknown and said real estate taxes are uncollectible from third part purchasers; and
WHEREAS, once the mobile homes are purchased by a third party the mobile home will no longer be classified as "abandoned" and prospective taxes can be collected from the third party purchaser from that point forward; and

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

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

1. All "Whereas" clauses are hereby incorporated in this resolution.

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

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

Mr. Corriere asked County Council to amend the resolution to remove the fifth paragraph and number three of the last paragraph as these mobile homes were destroyed and not able to be purchased.

Mr. Kraft made a motion to amend the resolution as indicated above.

Mr. McGee seconded the motion.

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

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

The motion passed by a vote of 9-0.

Mr. Kraft called for the vote on the following amended resolution:
R. 61-2018 WHEREAS, Northampton County Home Rule Charter Section 202 Powers (5) provides that County Council shall have the power "to levy taxes and to determine the subject manner and rates of taxation"; and

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

WHEREAS, Northampton County has 26 deactivated mobile homes for which it cannot recover outstanding taxes at the current time and the current owners' whereabouts are unknown; and

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

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

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

1. All "Whereas" clauses are hereby incorporated in this resolution.

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

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

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

Farmland Preservation Liaison Report

Ms. Zrinski advised the Farmland Preservation Board announced the County had preserved 15,537.25 acres on 118 farms. She further advised there was one active open easement project from 2015, 9 active open easement projects from 2016 and 11 active open easement projects from 2017 and 6 active open
easement projects from 2018 on a total of 27 farms and would add approximately 1,784 acres.

Ms. Zrinski stated the Farmland Preservation Board was updated on the status of the P3 Bridge Project as it related to Bridges 202 and 143.

Ms. Zrinski advised the Farmland Preservation Division was working on their outreach program for 2018. She further advised the Farmland Preservation Board was presented a policy and procedure change to consider related to the use of bio-solids on farms, which was tabled until the language could be clarified.

Ms. Zrinski stated a discussion was held with regard to the Farmland Preservation Board’s relationship to the Conservation District and the Agricultural Technician Watershed Specialist position.

Airport Authority Liaison Report

Ms. Zrinski advised a proclamation was awarded to the staff of the Lehigh-Northampton Airport Authority for a perfect Federal Aviation Administration Part 139 Certification Inspection.

Ms. Zrinski stated the Airport Authority amended the bylaws for the Standards of Ethical Conduct, received a report regarding airline industry trends and a discussion was held regarding destinations and expansion of the airport.

Ms. Zrinski advised the Lehigh Valley International Airport would be unveiling its Five Year Master Plan to expand the airport from 4-7 p.m. on May 10, 2018.

Lehigh Valley Planning Commission

Mr. McGee stated the Lehigh Valley Planning Commission held a hearing on the Transportation Improvement Program and another one would be held next week at the Bethlehem Public Library. He further stated they wanted to encourage the smaller communities to respond to the census because it could result in loss of funding.
Adjournment

Mr. Cusick made a motion to adjourn the meeting.

Ms. Vargo Heffner seconded the motion.

The motion to adjourn passed unanimously by acclamation.

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Linda M. Zembo
Clerk to Council