

NORTHAMPTON COUNTY COUNCIL - EASTON, PA

Ordinance No. 727 SESSION Bill No. 822

Introduced by Kerry L. Myers and John Cusick on August 4, 2022

Enacted August 19, 2022 Effective September 18, 2022

Title: AN ORDINANCE OF THE COUNTY COUNCIL OF NORTHAMPTON COUNTY AUTHORIZING THE OPERATION & MANAGEMENT LEASE AGREEMENT BY THE COUNTY OF NORTHAMPTON AND FIRST REGIONAL COMPOST AUTHORITY IN EAST ALLEN TOWNSHIP, PENNSYLVANIA

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

WHEREAS, Northampton County is the owner of Wayne A. Grube Memorial County Park, Tax Parcel #M5-2-3APKB-0508C; and

WHEREAS, First Regional Compost Authority (Authority) owns real property located at 6701 Weaversville Rd., Northampton, PA 18067; and

WHEREAS, Northampton County Council was requested to authorize the County Executive to enter into an Operation and Management Lease Agreement with the Authority to partially lease a portion of County property located within Wayne A. Grube Memorial County Park, Tax Parcel #M5-2-3APKB-0508C, for the purpose of storage and equipment maintenance, as more fully described "Exhibit A - Operation and Management Lease Agreement."

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Northampton County Council that it does hereby authorize the County Executive to enter into a Lease Agreement in accordance with the Agreement which is attached hereto and made a part hereof as Exhibit "A".

This ordinance was advertised on the 10th day of August, 2022 and was adopted by the Northampton County Council on the 18th day of August, 2022.

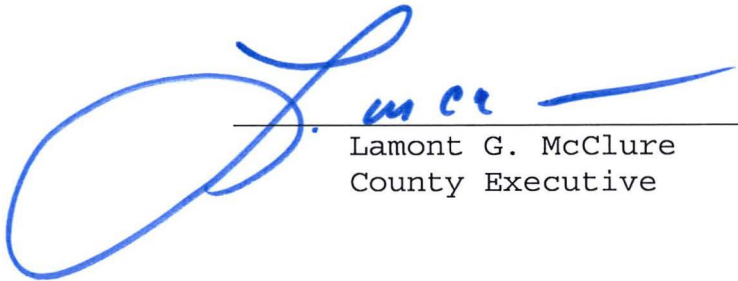
ATTEST:



Linda M. Zembo
Clerk to Council

Lori Vargo Heffner

Lori Vargo Heffner
County Council President



Lamont G. McClure
County Executive

OPERATION AND MANAGEMENT LEASE AGREEMENT
Northampton County Property located in East Allen Township
TMP# M5-2-3A PKB-0508C

THIS AGREEMENT made this ____ day of _____, 2022, between THE FIRST REGIONAL COMPOST AUTHORITY, an Intermunicipal Authority, with municipal offices located at 6701 Weaversville Road, Northampton, Northampton County, Pennsylvania 18067 (hereinafter referred to as "AUTHORITY");

AND

NORTHAMPTON COUNTY, a County of the Third Class, with an address of 669 Washington Street, Easton, Northampton County, Pennsylvania 18042; (hereinafter referred to as "COUNTY"),

WITNESSETH:

WHEREAS, the COUNTY, is the owner of certain property identified as Northampton County Tax Map Parcel # M5-2-3APKB-0508C (Weaversville Road), located between Weaversville Road and the Northampton County property commonly refer to as the "Wayne Grube Park" tract in Allen Township, Northampton County (the "County Property"); and

WHEREAS, the COUNTY maintains an existing storage building ("Building") with the approximate dimensions of 140 x 40' on the County Property; and

WHEREAS, the AUTHORITY owns real property located at 6701 Weaversville Rd., Northampton, PA 18067 (" the Authority Property"); and

WHEREAS, the AUTHORITY operates and maintains its composting operation on the Authority Property; and

WHEREAS, the County Property is contiguous to the Authority Property; and

WHEREAS, the AUTHORITY would like to use, maintain, and occupy a portion of the Building located on the County Property for the storage of equipment including, but not limited

to: two tool trailers, two snowblowers and miscellaneous equipment and attachments such as loader buckets (the "Equipment"); and

WHEREAS, the COUNTY agrees to allow the AUTHORITY to occupy a portion of the Building as further described here in.

NOW THEREFORE, in consideration of the mutual covenants and agreements described herein, \$1.00 consideration is acknowledged the adequacy of which is acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

1. The above WHEREAS recitals are incorporated herein by reference and form a part of this Agreement
2. The Parties hereto agree that it is to their mutual benefit, and the benefit of the citizens of the COUNTY and the AUTHORITY, to enter into this Agreement.
3. The COUNTY agrees to allow the AUTHORITY to store the Authority's Equipment in the Building, which Equipment shall include, but is not limited to a tool trailer, snowblowers and miscellaneous equipment and attachments used by the Authority in order to conduct its operation.
4. The COUNTY agrees to allow the Authority to use that area of the Building for the storage of Equipment as depicted on the plan attached hereto, marked as exhibit "A".
5. The AUTHORITY, subject to the further terms of this Agreement, shall have exclusive possession of those areas of the Building designated in exhibit "A" attached hereto.
6. The COUNTY shall retain sole legal title to the Property and Building for the term of this Agreement. The COUNTY shall have no obligation or responsibilities relative to the storage of the Authority's Equipment.
7. The AUTHORITY agrees to indemnify, defend, save, and hold harmless the COUNTY, its officials, employees, volunteers, and agents from any and all liability, demands, claims, causes of action, suits, or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of; or in connection with, or incident to, the performance of this Agreement by the AUTHORITY, except for those damages caused by or arising out of the negligence, wrongful, or willful misconduct of the COUNTY, its officials, employees, volunteers, and agents. The Authority shall provide the County with a certificate of insurance, naming the County as additional insured; said certification of insurance shall provide general liability coverage of not less than \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate.

The COUNTY agrees to indemnify, defend, save, and hold harmless the AUTHORITY, its officials, employees, volunteers, and agents from any and all liability, demands, claims, causes of action, suits, or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of this Agreement by the COUNTY, except for those damages caused by or arising out of the negligence, wrongful, or willful misconduct of the AUTHORITY, its officials, employees, volunteers, and agents.

It is the intent of this paragraph 7 that each Party shall remain responsible and liable for the actions of its officials, employees, volunteers, and agents relative to the County Property and the Building as those terms are described herein.

8. Both Parties agree to carry and maintain all insurance required by law in an amount necessary to insure their activates and obligations arising out of the terms of this Agreement. Nothing contained in this Agreement shall be construed as waiving any of the limitations and immunities available at law to the COUNTY or AUTHORITY.

9. All notices, demands, or requests which may or are required to be given by one or more Parties to this Agreement shall be given in writing by United States registered or certified mail to the address of the Party listed above.

10. The Parties hereto intend to be legally bound by the terms of this Agreement, and this Agreement shall extend to and bind the successors or assigns of said Parties. This Agreement may not be assigned without the written consent of both Parties.

11. There are no oral agreements between the Parties affecting the meaning, content, purpose, or effect of this Agreement. The provisions of this Agreement may only be amended with the mutual, written consent of both Parties. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, it being the intent of the Parties that the remainder of the provisions of this Agreement be enforceable.

12. The laws of the Commonwealth of Pennsylvania shall govern the validity, performance, interpretation, and enforcement of this Agreement. Should either Party institute litigation for enforcement or interpretation of any provision contained herein, the venue for such litigation shall be in Northampton County, Pennsylvania.

13. Termination: Either party may terminate this Agreement by providing the other party with 60 days written notice.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement the day and year aforesaid.

ATTEST:

FIRST REGIONAL COMPOST
AUTHORITY, CHAIRMAN

(SEAL)

NORTHAMPTON COUNTY
Authorized Representative

ATTEST:

COMMONWEALTH OF PENNSYLVANIA

SS:

FIRST REGIONAL COMPOST AUTHORITY

On this _____ day of _____ before me, a Notary Public, personally appeared who acknowledged himself to be Chairman of the First Regional Compost Authority and that he as such officer, being authorized to do so, executed the foregoing agreement for the purposes herein contained.

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

COMMONWEALTH OF PENNSYLVANIA COUNTY OF NORTHAMPTON

On this _day _____, before me a Notary Public, personally appeared _____, who acknowledged himself to be an authorized representative of NORTHAMPTON COUNTY, and acknowledged that he executed the same for the purposes herein contained.

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

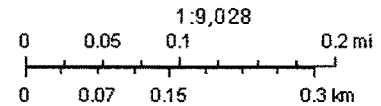
Exhibit A

Wayne A Grube County Park - East Maintenance Building



7/14/2022, 3:29:04 PM

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|---|----------------------|----------|--------------------|
| Parcels | Municipal Boundaries | Local | Private |
| Facility Sites | Centerline | Arterial | Ramp |
| Public Attractions and Landmark Buildings | Service | Alley | Interstate Highway |



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