



**LUZERNE COUNTY COUNCIL
VOTING SESSION
Council Meeting Room
Luzerne County Courthouse
200 N. River Street
Wilkes-Barre, PA 18701
AND
Video/Teleconference via ZOOM
February 24, 2026
6:01 PM**

5:45 PM PUBLIC HEARING (PURCHASING MANUAL)

5:50 PM PUBLIC HEARING (NEW DIVISION)

6:01 PM VOTING SESSION CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

ROLL CALL

RECOGNITIONS & CEREMONIAL PROCLAMATIONS

National TRIO Day Proclamation
Black History Month Proclamation

DELETIONS FROM VOTING SESSION AGENDA

ADOPTION OF VOTING SESSION AGENDA

PUBLIC COMMENT ON VOTING SESSION AGENDA ITEMS

This is an opportunity for members of the public to address the Council on any or all items on the Agenda. Each speaker shall have three (3) minutes to address Council. Speakers may not yield or transfer their time to another speaker.

Those attending in person are asked to complete and submit a Speaker Card to the Clerk of Council before the first speaker is called.

Those attending virtually are asked to refer to the Public Meetings Online page of County's Website at <https://www.luzernecounty.org/1279/Public-Meetings-Online> for more information on how to participate in Public Comment via technology.

OLD BUSINESS

AGENDA ITEMS

- 1. Motion to approve minutes of the February 10, 2026 Voting Meeting..... pages 1-11
- 2. Motion to adopt ordinance Adopting an Amended Purchasing Manual pages 12-49
- 3. Motion to adopt ordinance Amending Article VI of the Administrative Code in Accordance with the Home Rule Charter of Luzerne County Creating the Division of Infrastructure, Community and Economic Development.....pages 50-54
- 4. Motion to adopt resolution Authorizing the Pennsylvania Fish and Boat Commission to Replace a Drainage Culvert and Pipe on County Owned Main Road in Sweet Valley.....pages 55-59
- 5. Motion to adopt resolution Approving the Acceptance of Additional RACP Funds on Behalf of Lehigh Valley Health Network, Inc.....pages 60-62
- 6. Motion to adopt resolution Approving a Modification to an American Rescue Plan Act Funds Awarded Project – City of Hazleton.....pages 63-71
- 7. Motion to adopt resolution Authorizing the Execution of an Agreement with Modjeski and Masters, Inc. for Design and Engineering Consulting Services Related to Replacement of the West Nanticoke Bridge.....pages 72-110
- 8. Motion to adopt resolution Increasing the Salary of the Clerk of County Council.....page 111
- 9. Motions to amend the Rules and Procedures of Operation for the Luzerne County Council, Section 15. Requests to Address Council.....pages 112-113
- 10. Motion to adopt resolution Appointing a County Council Member to Complete an Unexpired Term as a County Commissioners Association of Pennsylvania Voting Delegate.....page 114
- 11. Appointments to Authorities, Boards and Commissions
 - a. Accountability Conduct and Ethics Commission (1 open Democrat).....page 115
 - b. Recreational Facilities Advisory Board (4 open).....page 116
 - c. Luzerne-Wyoming Counties Area Agency on Aging Advisory Board (2 open).....pages 117-118
 - d. Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board (3 open).....pages 119-121
 - e. Northeastern Pennsylvania Health & Higher Education Authority (1 open).....page 122
- 12. Council Appointments to Authorities, Boards and Commissions (made by the Chair)
 - a. Forty-Fort Airport Advisory Board

PUBLIC COMMENT

This is an opportunity for members of the public to address the Council on matters not listed on the Agenda, but which must be within the subject matter jurisdiction of the Council. Each speaker shall have three (3) minutes to address Council. Speakers may not yield or transfer their time to another speaker.

Those attending in person are asked to complete and submit a Speaker Card to the Clerk of Council before the first speaker is called.

Those attending virtually are asked to refer to the Public Meetings Online page of the County’s Website at <https://www.luzernecounty.org/1279/Public-Meetings-Online> for more information on how to participate in Public Comment via technology.

ADJOURNMENT



**Luzerne County Council
Voting Session
February 10, 2026
Council Meeting Room
Luzerne County Court House
200 N. River Street
Wilkes-Barre, PA 18701
AND
Video/Teleconference via ZOOM**

Minutes

Call to Order

The Luzerne County Council convened for a Voting Session in the Council Meeting Room of the Luzerne County Courthouse on February 10, 2026 at 6:01 PM. The meeting was called to order by Chair Jimmy Sabatino.

Pledge of Allegiance and Moment of Silence

Roll Call

Present

Chris Belles
Steven Coslett
Harry Haas
Patty Krushnowski
John Lombardo
Lee Ann McDermott (virtually)
Jimmy Sabatino
Dawn P. Simmons
Joanna Bryn Smith, Esq.
Brittany Stephenson
Denise Williams

Also Present

Sharon Lawrence, Clerk of Council
Romilda Crocamo, Esq., County Manager
Harry Skene, Chief County Solicitor

Recognitions and Ceremonial Proclamations

NONE

Deletions from Voting Session Agenda

Ms. Williams would like to remove Item 9 (Motion to adopt resolution Approving a Modification to an American Rescue Plan Act Funds Awarded Project – Wyoming Valley Airport Improvements) from the Voting Agenda.

Motion by: Ms. Williams

Second: NONE

Motion Fails for Lack of a Second

Adoption of Voting Session Agenda

Motion by: Ms. Krushnowski

Second: Mr. Lombardo

Vote:

Eleven (11) Ayes – Unanimous

Motion Passed (11-0)

The Voting Session Agenda is Adopted

Attorney Skene commented on the Executive Session. He stated last evening Council met to discuss litigation matters that we needed to address for possible settlements of cases and a case review.

Public Comment on Agenda Items

WRITTEN comments are submitted electronically via **EMAIL** or **ZOOM**. A copy of the full written comment for each speaker is posted under the corresponding meeting agenda. **VERBAL** comments can be heard in their entirety by accessing the public comment portion of the meeting recording posted next to the meeting agenda.

NONE

**Chair Sabatino read Public Comment Email from:
Katrina Domkowski (Jackson Township)**

Mark Rabo (Hazleton) commented Verbally regarding the procurement code, Redevelopment Authority and IDA appointments.

OLD BUSINESS

NONE

AGENDA ITEMS

1. Motion to approve minutes of the January 27, 2026 Voting Session

Motion by: Ms. Krushnowski

Second: Mr. Belles

Vote:

Eleven (11) Ayes - Unanimous

Motion Passed (11-0)

The January 27, 2026 Voting Session Minutes are Approved

2. Motion to introduce ordinance Adopting an Amended Purchasing Manual (needs 4 votes)

Motion by: Mr. Belles

Second: Mr. Coslett

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Ordinance is Introduced

3. Motion to adopt ordinance Amending the 2026 Fiscal Year Budget for Luzerne County (Domestic Relations)

Motion by: Mr. Belles

Second: Mr. Lombardo

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Ordinance is Adopted

4. Motion to adopt ordinance Amending the 2025 Fiscal Year Budget for Luzerne County (Licensing)

Motion by: Mr. Belles

Second: Ms. Krushnowski

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Ordinance is Adopted

5. Motion to adopt ordinance Amending the 2025 Fiscal Year Budget for Luzerne County (Workers Comp)

Motion by: Ms. Stephenson

Second: Mr. Belles

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Ordinance is Adopted

6. Motion to adopt resolution Amending Resolution 2026-14 Certifying County Farmland Preservation Funds for Program Year 2026

Motion by: Mr. Belles

Second: Ms. Stephenson

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

7. Motion to adopt resolution Approving a Modification to an American Rescue Plan Act Funds Awarded Project – Luzerne County Road & Bridge (Kisenwether)

Motion by: Ms. Stephenson

Second: Ms. Krushnowski

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

8. Motion to adopt resolution Approving a Modification to an American Rescue Plan Act Funds Awarded Project – Luzerne County Road & Bridge (Patla)

Motion by: Ms. Krushnowski

Second: Mr. Belles

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

9. Motion to adopt resolution Approving a Modification to an American Rescue Plan Act Funds Awarded Project – Wyoming Valley Airport Improvements

Motion by: Mr. Belles

Second: Ms. Krushnowski

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

10. Motion to adopt resolution Approving a Modification to an American Rescue Plan Act Funds Awarded Project – Luzerne County Flood Protection Authority

Motion by: Ms. Krushnowski

Second: Mr. Belles

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

11. Motion to adopt resolution Approving the Allocation of Opioid Settlement Proceeds to Luzerne/Wyoming Counties Drug & Alcohol

Motion by: Ms. Stephenson

Second: Mr. Belles

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

12. Motion to adopt resolution Approving the Allocation of Opioid Settlement Proceeds to the Luzerne County District Attorney's Office

Motion by: Mr. Belles

Second: Ms. Krushnowski

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

13. Motion to adopt resolution Approving the Allocation of Opioid Settlement Proceeds to Luzerne County Drug Treatment Court

Motion by: Ms. Stephenson

Second: Mr. Belles

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

14. Motion to adopt resolution Approving the Allocation of Opioid Settlement Proceeds to Luzerne County Community College AllOne Recovery Educational Institute

Motion by: Mr. Belles

Second: Ms. Stephenson

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

15. Motion to adopt resolution to Renew Lease with Freeman Realty, Inc. for Magisterial District Court 11-01-01 and 11-01-02

Motion by: Mr. Belles

Second: Ms. Smith

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

16. Appointments to Authorities, Boards and Commissions

16a. Planning Commission (1 open)

Motion to Open Nominations: Ms. Stephenson

Second: Mr. Coslett

Vote:

Eleven (11) Ayes – Unanimous

Motion Passed (11-0)

Nominations Open

Mr. Belles nominated: David Wychock

Second: Ms. Simmons

Motion to Close Nominations: Mr. Haas

Second: Mr. Lombardo

Vote:

Eleven (11) Ayes – Unanimous

Motion Passed (11-0)

Nominations Closed

Motion to adopt resolution Appointing David Wychock to the Luzerne County Planning

Commission by: Mr. Lombardo

Second: Ms. Smith

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

16b. Redevelopment Authority (1 open to complete term)

Motion to Open Nominations: Mr. Coslett

Second: Mr. Belles

Vote:

Eleven (11) Ayes – Unanimous

Motion Passed (11-0)

Nominations Open

Mr. Lombardo nominated: James O'Brien

Second: Mr. Belles

Ms. Stephenson nominated: Kelly Mulhern

Second: Ms. Williams

Motion to Close Nominations: Ms. Haas

Second: Ms. Stephenson

Vote:

Eleven (11) Ayes – Unanimous

Motion Passed (11-0)

Nominations Closed

Roll Call Vote (1 name):

Mr. Belles: O'Brien

Mr. Coslett: O'Brien

Mr. Haas: Mulhern

Ms. Krushnowski: Mulhern

Mr. Lombardo: O'Brien

Ms. McDermott: O'Brien

Mr. Sabatino: O'Brien

Ms. Simmons: Mulhern

Ms. Smith: Mulhern

Ms. Stephenson: Mulhern

Ms. Williams: Mulhern

Results:

Mulhern 6

O'Brien 5

Motion to adopt resolution Appointing Kelly Mulhern to the Luzerne County

Redevelopment Authority by: Mr. Haas

Second: Ms. Stephenson

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

16c. Luzerne County Transportation Authority- (2 open)

Motion to Open Nominations: Mr. Coslett

Second: Ms. Krushnowski

Vote:

Eleven (11) Ayes – Unanimous

Motion Passed (11-0)

Nominations Open

Mr. Lombardo nominated: Joseph Zeller

Second: Ms. Stephenson

Mr. Belles nominated: Gary Polakoski

Second: Mr. Lombardo

Mr. Haas nominated: Amy Carrozza

Second: NONE

Motion to Close Nominations: Ms. Stephenson

Second: Ms. Krushnowski

Vote:

Eleven (11) Ayes – Unanimous

Motion Passed (11-0)

Nominations Closed

Motion to adopt resolution Appointing Joseph Zeller to the Luzerne County

Transportation Authority by: Mr. Lombardo

Second: Ms. Stephenson

Roll Call Vote:

Ten (10) Yes by Mr. Belles, Mr. Coslett, Ms. Krushnowski, Mr. Lombardo, Ms. McDermott, Mr. Sabatino, Ms. Simmons, Ms. Smith, Ms. Stephenson and Ms. Williams

One (1) No by Mr. Haas

Motion Passed (10-1)

Resolution is Adopted

Motion to adopt resolution Appointing Gary Polakoski to the Luzerne County

Transportation Authority by: Mr. Belles

Second: Ms. Stephenson

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

16d. Zoning Hearing Board (1 open)

Motion to Open Nominations: Ms. Smith

Second: Ms. Stephenson

Vote:

Eleven (11) Ayes – Unanimous

Motion Passed (11-0)

Nominations Open

Ms. Stephenson nominated: Dave Williams

Second: Mr. Belles

Motion to Close Nominations: Ms. Haas

Second: Ms. Krushnowski

Vote:

Eleven (11) Ayes – Unanimous

Motion Passed (11-0)

Nominations Closed

Motion to adopt resolution Appointing Dave Williams to the Luzerne County Zoning

Hearing Board by: Mr. Lombardo

Second: Mr. Belles

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

16e. Luzerne-Wyoming Counties Drug and Alcohol Executive Commission (1 open)

Motion to Open Nominations: Mr. Belles

Second: Ms. Krushnowski

Vote:

Eleven (11) Ayes – Unanimous

Motion Passed (11-0)

Nominations Open

Ms. Stephenson nominated: Christine Wysocky

Second: Ms. Williams

Motion to Close Nominations: Ms. Coslett

Second: Mr. Haas

Vote:

Eleven (11) Ayes – Unanimous

Motion Passed (11-0)

Nominations Closed

Motion to adopt resolution Appointing Christine Wysocky to the Luzerne-Wyoming Counties Drug and Alcohol Executive Commission by: Mr. Lombardo

Second: Ms. Krushnowski

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

Motion to Reconsider

Mr. Coslett would like to reconsider the Forty-Fort Advisory Board vot/resolution for Amy Carrozza.

Motion by: Mr. Coslett

Second: Mr. Belles

Roll Call Vote to Reconsider:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Motion to adopt resolution Appointing Amy Carrozza to the Forty-Fort Airport Advisory Board by: Mr. Lombardo

Second: Ms. Simmons

Roll Call Vote:

Eleven (11) Yes – Unanimous

Motion Passed (11-0)

Resolution is Adopted

Public Comment on Non-Agenda Items:

WRITTEN comments are submitted electronically via **EMAIL** or **ZOOM**. A copy of the full written comment for each speaker is posted under the corresponding meeting agenda. **VERBAL** comments, in their entirety, can be heard by accessing the public comment portion of the meeting recording posted next to the meeting agenda.

Nicholas Stark (Hanover) commented Verbally regarding ICE Buildings and immigrants.

Amanda Kupiak (Scranton) commented Verbally regarding ICE, Flood Protection Authority Building and the DA 287 Agreement.

James Ferry (Hazleton) commented Verbally regarding poll worker protection, police at polls and constables at polls.

Mark Rabo (Hazleton) commented Verbally regarding immigration laws and LERTAs.

Peter Jahn (Blooming Grove Township/Pike County) commented Verbally regarding the ICE resolution.

Walter Griffith (Trucksville) commented Verbally regarding the code review committee, the ACE code, codification, the corrections department and illegal immigrants.

John Sudol (Pittston City) commented Verbally regarding the ICE resolution and the poll worker protection ordinance.

Dave Macekura (Kingston) commented Verbally regarding the ICE resolution.

Annie Vinitieri (Sugarloaf) commented Verbally regarding the LERTA ordinance.

Chair Sabatino read a Public Comment Emails submitted by:

**Ann Lee Gyle (Kingston Township)
Robyn and Walter Kochan (Dallas Township)
NEPA Young Democrats (Luzerne County)
Joseph Shafer (Dorrance Township)
Megan Kocher (Plymouth Borough)
James Kelley (Sweet Valley)
Shannon Grochek (Shavertown)
Austin Horton (Fairmount Township)
William Hooper (Swoyersville)
Todd Dervinis (Plains)
Jill Brown (Hunlock Creek)
Laura Pinero (Wilkes-Barre)
Sandy Ruckle (Hunlock Creek)
Frank P. Sabatini, Jr.**

Beth Mattei (Dallas Township) commented Verbally regarding the ICE resolution, the poll worker protection ordinance and a discrimination ordinance.

Motion to adjourn: Ms. Krushnowski

Second: Mr. Belles

Vote:

Eleven (11) Ayes - Unanimous

Motion Passed (11-0)

Meeting adjourned at 7:34 PM

Respectfully Submitted,
Sharon Lawrence
Clerk of Council

* Audio of this meeting can be found in its entirety on the County Council webpage <http://www.luzernecounty.org/county/luzerne-county-council> or by contacting the Office of the Clerk of Council at (570) 825-1634 or via email to sharon.lawrence@luzernecounty.org

DRAFT

**ORDINANCE O-2026-
LUZERNE COUNTY COUNCIL**

An Ordinance of Luzerne County Council Adopting an Amended Purchasing Manual

WHEREAS, Luzerne County's Purchasing Manual was last updated in 2020; and

WHEREAS, miscellaneous revisions, including but not limited to those addressed specifically in this Ordinance, are necessary and appropriate; and

WHEREAS, the Pennsylvania Department of Labor and Industry has released new public bidding base amounts effective January 1, 2026; and

WHEREAS, Luzerne County Council desires to amend the Luzerne County Purchasing Manual to align with Pennsylvania Department of Labor and Industry bid thresholds as well as prevailing wages on certain labor-based projects; and

WHEREAS, Luzerne County Council also desires to incorporate the recently adopted Responsible Contractor Ordinance into the Purchasing Manual.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, Luzerne County Council hereby amends the Luzerne County Purchasing Manual at the requisite sections to adopt the following thresholds effective January 1, 2026:

- Purchases/Contracts Below \$13,200: No formal bidding or written/telephonic quotations.
- Purchases Contracts Between \$13,200 and \$24,500: Three written or telephonic quotations required.
- Purchases/Contracts Over \$24,500: Formal bidding and public notice required.
- Prevailing Wage Thresholds: Prevailing wages for labor are required for construction related projects exceeding \$25,000.00.

BE IT FURTHER ENACTED AND ORDAINED, the Luzerne County Purchasing Manual shall continue to be updated contemporaneously with Pennsylvania Department of Labor and Industry bidding thresholds without further action by Luzerne County Council.

BE IT FURTHER ENACTED AND ORDAINED, the Responsible Contractor Ordinance previously adopted by Luzerne County Council shall be incorporated into the Purchasing Manual.

BE IT FURTHER ENACTED AND ORDAINED, Luzerne County Council hereby adopts the revised Purchasing Manual in its entirety which is incorporated by reference as though fully set forth herein.

This Ordinance shall become effective fifteen (15) days from adoption.

ADOPTED at a meeting of Luzerne County Council held on _____, 2026.

LUZERNE COUNTY COUNCIL

Roll Call:

Ayes:

Nays:

By: _____
Jimmy Sabatino, Chair

ATTEST: _____
Sharon Lawrence, Clerk of Council

By: _____
Brittany Stephenson, Vice-Chair

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1 INTRODUCTION

1.1.1 Purpose & Authority

The Purchasing Manual was developed by the Purchasing and Acquisition Department, County Managers Office, County Council, and Office of Law. The purpose of this manual is to provide guidance as to how procurement of goods and services should be conducted in Luzerne County.

1.1.2 Application of Purchasing Policy

This policy applies to the procurement of goods, services, insurance, and construction activities by all divisions and departments of the County including offices headed by elected officials.¹

2 PURCHASING AUTHORITY AND DOLLAR LIMITS

2.1 COUNTY COUNCIL

2.1.1 County Council to Set Competitive Bidding and Written Quotes Thresholds²

County Council may adjust the threshold amounts for competitive bidding and written quotes by ordinance.

¹ NOTE: The Luzerne County Administrative Code at Article IV: Department Organizations, Section 4.01 – Offices Headed by Elected Officials, at (A)(3) provides: “Elected officials who head the elected offices shall abide by ... the Purchasing Policy and Procedures as outlined in this Administrative Code...” See also, Luzerne County Administrative Code at Article III: Executive Branch, Section 3.04 – Administrative Policy and Procedures, at (G): “G. Elected officials and County employees shall abide by the prescribed financial and purchasing procedures as outlined in this Code and by the procedures outlined in the Personnel Code.”

² See Home Rule Charter, Section 6.09(B):

“Section 6.09—**Purchasing and Acquisition Procedures.** Purchasing and acquisition procedures to be included in the Administrative Code, shall, among other things, provide that:

...

B. All contracts for purchases and acquisitions in excess of \$25,000 shall be competitively bid and awarded to the lowest responsible bidder, except as may otherwise be provided for in this Charter. **County Council may raise the minimum amount set forth in this Subsection for purchases and acquisitions subject to competitive bidding by ordinance.**

...

E. Procedures for purchases and acquisitions costing less than the minimum required for competitive bidding but more than \$2,500 shall include, but shall not be limited to, requirements for at least three written, telephonic, or electronic price quotes and definitions, conditions, terms, rules, and regulations desirable for an efficient and effective purchasing and acquisition system. The use of the technique commonly known as bid-splitting to avoid the requirement for written, telephonic, or electronic price quotes shall be specifically prohibited. **County Council may raise the minimum amount set forth in this Subsection for purchases and acquisitions subject to written, telephonic, or electronic price quotes by ordinance.** [Emphasis added.]

2.1.2 Council Approval Required

Council shall approve, by resolution adopted by affirmative vote of at least a majority of its current members, any contract or obligation that would result in a payment by the County of more than \$25,000 in any future calendar year for which no budget has been adopted, or more than \$75,000 in the aggregate in any two or more future calendar years for which no budgets have been adopted. County Council may raise the amounts set forth in this Subsection by ordinance.³

2.2 COUNTY MANAGER

2.2.1 Additional Authority Delegation by County Manager

The County Manager may delegate authority to purchase certain supplies, services, insurance, or construction items to other County departments, provided such delegation is not contrary to the Home Rule Charter or Administrative Code.

2.2.2 County Manager Approval Required

County Manager approval is required on all contracts having an annual aggregate cost of \$ 1,000 or more.

2.3 OFFICE OF LAW

The Office of Law shall have the authority and duty to:

1. Provide guidance to departments and the Purchase and Acquisition Department in regards to interpretation of the purchasing policy, Home Rule Charter, Administrative Code, and other relevant law as it applies to situations that are either not addressed in the policy or are out of the ordinary.
2. Update the County's procurement documents.
3. Review and approve procurement documents and proposed contracts prior to execution by authorized parties.
4. The Office of Law shall review all documents and contracts for legal sufficiency before final approval

NOTE: Despite the requirement of the Charter that the "[p]urchasing and acquisition procedures" listed in Charter Section 6.09 be included in the Administrative Code, they are not.

³ See Home Rule Charter, 2.09(B)(8): "Except as may otherwise be provided for in this Charter or applicable law, to approve, by resolution adopted by affirmative vote of at least a majority of its current members, any contract or obligation that would result in a payment by the County of more than \$25,000 in any future calendar year for which no budget has been adopted, or more than \$75,000 in the aggregate in any two or more future calendar years for which no budgets have been adopted. County Council may raise the amounts set forth in this Subsection by ordinance."

2.4 PURCHASING AND ACQUISITION DEPARTMENT

2.4.1 Function of the Purchasing and Acquisition Department

The Purchasing and Acquisition Department is responsible to purchase or contract for all materials, supplies, equipment, and contractual services for all County departments, office, and agencies in accordance with the Luzerne County Home Rule Charter, detailing competitive monetary limits and methods of source selection.⁴

2.4.2 Purchasing and Acquisition Department Head

The Purchasing and Acquisition Department shall be headed by a Director who shall be appointed by the County Manager and shall be responsible to the Administrative Services Division Head for the proper performance of the Department.

2.4.3 Responsibilities of the Purchasing and Acquisition Department⁵

1. Review all requisitions for the purchase of materials, supplies, equipment, and services, in terms of quality, cost, and availability of budgeted funds to cover the purchase.

⁴ Administrative Code, Article VI, Section 6.01(E)(2)(A): "Function of the Department

The Purchasing and Acquisition Department is responsible to purchase or contract for all materials, supplies, equipment, and contractual services for all County departments, office, and agencies in accordance with the Luzerne County Home Rule Charter, detailing competitive monetary limits and methods of source selection."

⁵ Administrative Code, Article VI, Section 6.01(E)(2)(C): "1. Review all requisitions for the purchase of materials, supplies, equipment, and services, in terms of quality, cost, and availability of budgeted funds to cover the purchase; 2. Prepare in cooperation with user agencies standard specifications for materials, supplies, equipment and services, not exempted from this Code, that are common to various County agencies; 3. Place orders for all supplies, materials, equipment and services, either by the issuance of a Purchase Order, or by any other generally accepted procedure; 4. Enforce all regulations and procedures concerning purchasing; 5. Procure for the County the highest quality of commodities and services that meet the users' needs at the least expense; 6. Endeavor to obtain as full and open competition as possible; 7. Purchase as many items as feasible in bulk to take full advantage of discounts; 8. Keep informed of current developments in the field of purchasing including prices and market development; 9. Keep accurate and up to date records of all verbal and written solicitations and bids so that they are available for public inspection; 10. Formulate and submit for approval to the County Council and Manager modifications or additions to purchasing regulations and procedures as deemed necessary; 11. Establish and administer a system of service and maintenance for office equipment as required; 12. Establish and either maintain a storeroom of office supplies which are commonly required by each department and agency within the County, or contract for such materials as may be in the best interest of the County; 13. Recommend to the County Manager or his/her designee, disqualifications of vendors who default on their quotations; 14. Develop and maintain a purchasing manual for distribution to user agencies which specifically outlines all appropriate procedures. This manual shall be subject to the approval of the County Manager and County Council prior to printing and distribution and shall be amended as needed; 15. Review and revise requisitions and estimates of products needed and amounts designated by the user agencies; 16. Make awards to the vendor who meets the specifications for the items or services to be purchased at the most economical cost while maintaining an acceptable level of quality and meeting the best interests of the County; 17. Maintain a list of all awarded contracts which states who received the bid, the award date and the price. This list shall be made available for review upon request; 18. Maintain documentation in the bid file whenever an award to other than the lowest cost bidder is given involving any publicly offered formal bid; 19. In conjunction with the Office of Information Technology, develop and maintain an Internet web page to include purchasing related information which may be of interest to County residents and vendors."

2. Prepare in cooperation with user agencies standard specifications for materials, supplies, equipment and services, not exempted from this Code, that are common to various County agencies.
3. Place orders for all supplies, materials, equipment and services, either by the issuance of a Purchase Order, or by any other generally accepted procedure.
4. Enforce all regulations and procedures concerning purchasing.
5. Procure for the County the highest quality of commodities and services that meet the users' needs at the least expense.
6. Endeavor to obtain as full and open competition as possible.
7. Purchase as many items as feasible in bulk to take full advantage of discounts.
8. Keep informed of current developments in the field of purchasing including prices and market development.
9. Keep accurate and up to date records of all verbal and written solicitations and bids so that they are available for public inspection.
10. Formulate and submit for approval to the County Council and Manager modifications or additions to purchasing regulations and procedures as deemed necessary.
11. Establish and administer a system of service and maintenance for office equipment as required.
12. Establish and either maintain a storeroom of office supplies which are commonly required by each department and agency within the County, or contract for such materials as may be in the best interest of the County.
13. Recommend to the County Manager or his/her designee, disqualifications of vendors who default on their quotations.
14. Develop and maintain a purchasing manual for distribution to user agencies which specifically outlines all appropriate procedures. This manual shall be subject to the approval of the County Manager and County Council prior to printing and distribution and shall be amended as needed.
15. Review and revise requisitions and estimates of products needed and amounts designated by the user agencies.
16. Make awards to the vendor who meets the specifications for the items or services to be purchased at the most economical cost while maintaining an acceptable level of quality and meeting the best interests of the County.
17. Maintain a list of all awarded contracts which states who received the bid, the award date and the price. This list shall be made available for review upon request.
18. Maintain documentation in the bid file whenever an award to other than the lowest cost bidder is given involving any publicly offered formal bid.
19. In conjunction with the Office of Information Technology, develop and maintain an Internet web page to include purchasing related information which may be of interest to County residents and vendors.
20. The Purchasing and Acquisition Department is responsible for maintaining a contract master file. Original contracts are retained by the department in a master file. Copies may be retained by the Contract Administrator for reference. The contract master file is the central reference for the contract and must contain all

documents with original signatures including, but not limited to, the contractor's bid response, the scope of work, amendments, bonding documents, current insurance certificates, required licenses and permits, all performance documents, correspondence, evaluation reports, payment requests, copies of invoices and the like.

2.4.4 Exclusions from the purchase or contract authority of the Purchase and Acquisitions Department⁶

The following categories of procurement shall not be processed through the Purchase and Acquisitions Department:

1. Insurance;
2. Utilities;
3. Association dues;
4. Books, magazines, periodicals and subscriptions;
5. Travel expenses;
6. Training expenses;
7. Civic expenses and charitable contributions (grants);
8. Business meeting expenses;
9. Meal Expenses;
10. Advertising Expenses;
11. Items or services purchased by the Office of the District Attorney with monies obtained through forfeiture; and,
12. Services of members of the medical or legal profession, registered architects, engineers, certified public accountants, or other personal services involving professional expertise including, without limitation, management services involving the outsourcing of a county function and staffing for it.

2.5 CONTRACT ADMINISTRATOR

2.5.1 Contract Administrator Generally

In order to efficiently track each contract, each County department must select at least one person to be responsible for contract administration. A Contract Administrator may be, or may report to, a project or program manager or Division Head/Manager.

The Contract Administrator is responsible for administrative procedures applicable to an approved contract and coordinates, reviews and monitors the contract process.

⁶ Administrative Code, Article VI, Section 6.01(E)(2)(D): "... Excluded from the purchase or contract authority of the County Purchasing Agent are the following items: 1. Insurance; 2. Utilities; 3. Association dues; 4. Books, magazines, periodicals and subscriptions; 5. Travel expenses; 6. Training expenses; 7. Civic expenses and charitable contributions (grants); 8. Business meeting expenses; 9. Meal Expenses; 10. Advertising Expenses; 11. Items or services purchased by the Office of the District Attorney with monies obtained through forfeiture[;] 12. Services of members of the medical or legal profession, registered architects, engineers, certified public accountants, or other personal services involving professional expertise including, without limitation, management services involving the outsourcing of a county function and staffing for it."

2.5.2 Contract Administrator as Developer

- Determines need for contract
- Verifies funding and consults with the Budget and Finance Department
- Drafts the Scope of Services and compiles draft contract
- Completes Contract Review Sheet
- Forwards draft Contract and Review Sheet to the Office of Law for review
- Once approved as to form, coordinates signatures from contractors
- Once signatures have been obtained from contractor, forwards to the Office of Law for final review and signature
- **If County Council approval is necessary**, prepares agenda and submits contracts with contractor and the Office of Law signature with agenda item
- Forwards an executed copy to the contractor

2.5.3 Contract Administrator as Coordinator

- Creates and maintains files for each contract
- Maintains the master contract file and ensures that insurance certificates, bonds, licenses, and other contract related documents are on file, valid and current
- Establishes evaluation criteria for each contract
- Responds to management requests for new services or changes in existing services
- Meets with management to review the status of individual contracts and the progress of the contracting program
- Assembles and trains support staff if any

2.5.4 Contract Administrator as Reviewer

- Establishes procedures for review and contract problems or disputes
- Determines the acceptability of contract deliveries
- Evaluates the scope and quality of services provided by the contractor at either:
 - Mid-term for contracts of three months or less; or
 - Monthly for contracts in excess of three months. If deficiencies are noted, implement a corrective action plan and follow-up as needed.
- Periodically verify that State or Federal entities or contracts for professional services that require licensing maintain accreditation
- Reports on contractor performance to management
- Analyzes information collected during the contract term to identify ways to improve the effectiveness and efficiency of the service and incorporates the improvements into future specifications

2.5.5 Contract Administrator as Monitor

- Ensures timely completion of delivery
- Reviews contract expenditures to ensure compliance with expenditure forecasts and adopts budget

- Reviews and approved the contractor’s payment requests and forwards them for processing
- Verifies budget and expenditure account codes
- Notifies management of contracts status and options prior to termination

3 GENERAL PROVISIONS

3.1 USING COUNTY PURCHASING CREDIT CARDS

Purchasing Agents with County credit cards may use the credit cards to make otherwise authorized purchases. Although no purchase order is required, all purchases utilizing a County credit card require submission of the following documentation to the Purchasing Department:

- 1) receipt
- 2) written direction as to the account to be charged.

3.2 TERMS OF CONTRACTS

Commodities/equipment and service contracts shall not extend beyond three years, unless specifically approved by County Council. The length of architectural/engineering contracts can be tied to the duration of the project if the service is project related. **Justification for multi-year contracts may include:**

- 1) Contractor’s start-up costs
- 2) County’s contract start-up costs
- 3) Other economic factors

Automatic renewal clauses are prohibited unless specifically authorized in writing by the County Manager prior to contract execution. Any renewal term not expressly approved in advance by the County Manager shall be deemed void and unenforceable.

3.3 RIGHT TO AUDIT CLAUSE REQUIRED

All contracts with public or private vendors, outside contractors, subcontractors, or other entities receiving County funds to provide goods or services to the County shall contain a “right-to-audit” clause allowing the Controller and the County Manager or their designees reasonable access to employees and relevant records of the vendor, contractor, subcontractor, or other entity as well as any property and equipment purchased in whole or in part with County funds.⁷

⁷ NOTE: The Charter does not directly require the Right to Audit provision to be placed into contracts, it requires that the Administrative Code include a requirement that all county contracts contain a Right to Audit clause. No such language exists in the Administrative Code. That being said, the Charter clearly intended that it be there it is included herein. The Luzerne County Home Rule Charter at Section 6.09, provides:

[For any contract subject to the Luzerne County Responsible Contractor Ordinance \(“RCO”\), the required right-to-audit clause shall also provide the County reasonable access to records and personnel necessary to verify compliance with RCO requirements, including but not limited to documentation relating to: prevailing wage compliance; safety training; apprenticeship participation; subcontractor responsibility submissions; and, where applicable, off-site fabrication facilities and related documentation.⁸](#)

3.4 CHANGES TO CONTRACTS

Any changes to a contract including change orders, extensions, or renewals must be made with the same formality as the original unless otherwise approved by the County Manager unless such change order, extension, or renewal would result in a higher level of formality.

3.5 STATE AND FEDERAL PROCUREMENT REQUIREMENTS SUPERSEDE COUNTY REQUIREMENTS

State and Federal procurement requirements must be adhered to in all contracts for which funds have been approved by either the State or the Federal government. Such requirements supersede County requirements.

[In addition, for any Public Works Construction Project subject to the RCO, the standards and procedures set forth in the RCO shall govern where they intersect with, supplement, or conflict with this Purchasing Manual.⁹](#)

3.6 AWARDED CONTRACT ROUTING

When a contract has been awarded, the contract document will be sent to the related department, Purchasing, Office of Law, and the County Manager, for signatures. When the contract has been signed and returned by the successful bidder, the routing to County departments should be as follows:

- 1) Contract Administrator
- 2) Division Head
- 3) Purchasing Director
- 4) Office of Law
- 5) County Manager

"6.09 Purchasing and Acquisition Procedures. Purchasing and acquisition procedures to be included in the Administrative Code, shall, among other things, provide that:

...

(F) All contracts with public or private vendors, outside contractors, subcontractors, or other entities receiving County funds to provide goods or services to the County shall contain a “right-to-audit” clause allowing the Controller and the County Manager or their designees reasonable access to employees and relevant records of the vendor, contractor, subcontractor, or other entity as well as any property and equipment purchased in whole or in part with County funds."

⁸ See [Luzerne County Responsible Contractor Ordinance, Ordinance 2025-13](#)

⁹ See [Luzerne County Responsible Contractor Ordinance, Ordinance 2025-13](#)

5)6) For contracts subject to the RCO, the contract routing packet and contract master file must also include, at a minimum: the executed Contractor Responsibility Certification; the Subcontractor List and Subcontractor Responsibility Certifications (as applicable); and the County’s written Contractor Responsibility Determination.¹⁰

3.7 PUBLIC WORKS CONTRACTS – RCO COMPLIANCE¹¹

3.7.1 Applicability

The Luzerne County Responsible Contractor Ordinance (“RCO”), applies to any “Public Works Construction Project” as defined in the ordinance, including projects covered by the Pennsylvania Prevailing Wage Act with an estimated total project cost in excess of \$500,000, and subject to any exclusions stated in the ordinance.

3.7.2 Solicitation Requirements

For any solicitation for an RCO-covered Public Works Construction Project, the Purchasing and Acquisition Department shall include in the bid documents all required RCO forms and instructions, including the County-prescribed Contractor Responsibility Certification. Failure to submit a complete Contractor Responsibility Certification as required for an RCO-covered project shall render a bid non-responsive and subject to rejection.

3.7.3 Notice of Intent to Award; Subcontractor Submissions

After bids are opened for an RCO-covered project, the County shall issue a Notice of Intent to Award to the apparent low bidder. Within fourteen (14) days after receipt of the Notice of Intent to Award, the prospective awardee must submit a Subcontractor List and Subcontractor Responsibility Certifications as required by the RCO.

3.7.4 Contractor Responsibility Review and Determination

After the Notice of Intent to Award is issued, the County shall conduct the Contractor Responsibility Review required by the RCO. The contract shall not proceed to execution unless and until the County issues a written Contractor Responsibility Determination for the prospective awardee.

3.7.5 Subcontractor Substitution / Disqualification

A subcontractor listed for an RCO-covered project may not be substituted without written County authorization and submission of a Subcontractor Responsibility Certification for the substitute. If the County determines a listed subcontractor is not responsible under the ordinance, the County may permit substitution, require self-performance (where qualified), or disqualify the prospective awardee, consistent with the RCO.

¹⁰ See Luzerne County Responsible Contractor Ordinance, Ordinance 2025-13

¹¹ See Luzerne County Responsible Contractor Ordinance, Ordinance 2025-13

4 ETHICAL STANDARDS & CONFLICT OF INTEREST

4.1 CONTRACTS INVOLVING COUNTY EMPLOYEES OR THEIR FAMILY MEMBERS

No contract shall be knowingly awarded to a current County employee or to a member of the employee's immediate family without full written disclosure to the County Manager. Immediate family members of County employees may contract with the County only under the following conditions:

1. The employee does not and will not participate in any way in the solicitation, evaluation, award, or administration of the contract.
2. The contract is not with the department in which the employee works.
3. The contract is awarded in accordance with all County purchasing and contracting procedures, and complies with the Home Rule Charter, Administrative Code, Ethics Code, and this policy.
4. The relationship is disclosed in writing to the County Manager prior to contract execution.
5. The County Manager determines in writing that no actual or apparent conflict of interest exists.

Under no circumstances shall an immediate family member of an elected official or a member of executive management be permitted to contract with the County without the express written approval of the County Manager, following consultation with the Office of Law and, if applicable, the Ethics Commission.

4.2 ETHICAL STANDARDS FOR COUNTY EMPLOYEES

All County employees involved in procurement or contracting shall adhere to the following standards:

- 1) Discharge their duties impartially and with integrity to promote public confidence and ensure fair and open competition.
- 2) Refrain from soliciting, accepting, or agreeing to accept any gratuity, gift, or offer of future employment in connection with any County procurement decision or activity.
- 3) Refrain from participating in any procurement decision or process in which they, or any member of their immediate family, has a direct or indirect financial interest.
- 4) Disclose in writing any actual or potential conflict of interest to their supervisor and the County Manager and recuse themselves from the process immediately.
- 5) Refrain from participating in procurement involving any business or entity with which they or an immediate family member is negotiating employment or other arrangements.

4.3 DISCLOSURE AND WITHDRAWAL FROM CONFLICTS

Upon discovery of an actual or potential conflict of interest, an employee shall immediately:

- Notify their supervisor and the County Manager in writing,
- Withdraw from further involvement in the affected procurement or contract,

- Cooperate in any review or determination made by the County Manager or designee.

4.4 CONSEQUENCES OF NON-COMPLIANCE

If a County department or employee purchases goods or services in violation of these policies or outside their authorized authority, the resulting contract or purchase shall be deemed void and unenforceable. Employees responsible for such unauthorized actions may be required to appear before the County Manager and may be subject to disciplinary action under the County's personnel policies.

4.5 VENDOR ETHICS STANDARDS

Vendors and contractors doing business with Luzerne County must adhere to the following ethical standards:

- 1) Shall not offer, give, or agree to give any County employee or former employee any gratuity, gift, or offer of employment in connection with a County procurement.
- 2) Shall not knowingly submit false information, documents, or representations in any procurement process.
- 3) Shall exercise due diligence to prevent actions that may conflict with the County's interests, including those involving their agents, employees, subcontractors, or other affiliates.
- 4) A violation of these standards may result in suspension or debarment from doing business with Luzerne County.

5 PURCHASING PROCESS

5.1 IDENTIFICATION OF THE NEED FOR GOODS OR SERVICES.

County departments are responsible for identifying the materials and services required to accomplish the goals and objectives of their departments. Determining the materials and services required to perform the job includes developing the specifications necessary for purchasing the materials and services.

To support the County's recycling ethic and minimize environmental impacts, each County department should purchase recycled content and environmentally preferable products whenever quality and price are equal.

5.2 ENERGY CONSERVATION CONSIDERATIONS

Whenever practical and feasible, before purchasing new equipment, the Purchasing and Acquisition Department or any other County officer or employee authorized to purchase such equipment, must evaluate, and consider the energy consumption level and the anticipated operating costs over the useful life of the new equipment in addition to the initial cost of such equipment.

5.3 SUFFICIENT BUDGETED FUNDS

Departments must determine that sufficient funds are available to pay for requested goods and services. Departments without sufficient budgeted funds to purchase needed goods and/or services, must obtain approval from the Division Head and the County Manager prior to submission of a purchase requisition.

5.4 APPROVALS REQUIRED

County Manager and County Council Approvals are required as specifically provided in Sections 2.2.2 and 2.1.2, respectively, and as otherwise provided in this Purchasing Manual, the Administrative Code, and Home Rule Charter.

5.5 SPECIAL AUTHORIZATION REQUIRED

5.5.1 Services Related to Technology and Information Systems

To ensure technology purchases are sustainable, secure, and compatible with existing technology systems and services, all technology equipment, software, and peripheral devices must be approved through the Information Technology Department prior to the purchase.

5.5.2 Contracting Requirements for Renovation, Repair, or Construction of County Buildings

To ensure building maintenance purchases and repairs are completed in accordance with County requirements, all purchases and repairs must be approved through the Project Management Department.

[For any renovation, repair, or construction procurement that meets the definition of a Public Works Construction Project under the Luzerne County Responsible Contractor Ordinance \("RCO"\), the Procuring Department shall notify the Purchasing and Acquisition Department during planning/specification development that the project is RCO-covered, and the solicitation and award process shall comply with Section 3.7 of this Manual and the RCO.¹²](#)

5.5.3 Obtain Special Authorization

If your purchase request requires the approval of another County department or division, you must obtain that approval before a purchase is made.

5.6 COOPERATIVE PURCHASING AND EXCEPTIONS TO COMPETITIVE PURCHASING PROCESS¹³

Although the following are exceptions to competitive bidding, these procurements continue to be subject to the other aspects of the Purchasing policy, such as preparing requisitions and contracts.

¹² See [Luzerne County Responsible Contractor Ordinance, Ordinance 2025-13](#)

¹³ See Home Rule Charter, Section 6.09(D): "Competitive bidding shall not be required for: contracts with other governmental entities; purchases and acquisitions from state contracts under the Local Piggyback Purchasing

5.6.1 Purchases from the Purchasing Pre-Negotiated Office Supplies list

At least once annually, the Purchasing Department will distribute to all County departments a list of pre-negotiated office supply items. If a needed item appears on this list, the following steps must be followed to complete the purchase:

- 1) Create a Requisition: The department must initiate a requisition for the item in the New World system.
- 2) Department Head Approval: The requisition must be approved by the Department Head.
- 3) Division Head Approval (if applicable): If the total cost exceeds \$2,500, the requisition must also be approved by the appropriate Division Head.
- 4) Submit to Purchasing: The approved requisition is then forwarded to the Purchasing and Acquisition Department.
- 5) Create Purchase Order: The Purchasing Department converts the requisition into a Purchase Order.
- 6) Director Approval: The Purchase Order must be approved by the Purchasing Director.
- 7) Issue Purchase Order: Once approved, the Purchase Order is printed.
- 8) Order the Item: The item is ordered from the vendor using the approved Purchase Order.

5.6.2 Sole Source Purchases

5.6.2.1 Possible justification for a Sole Source Purchase

The item or service is only available from one source due to patents, copyrights, or the item is proprietary technology or specialized equipment not available from others.

5.6.2.2 Sole Source Justification Form

Sole source acquisitions must be justified in sufficient detail on the Sole Source Justification form to explain the basis for suspending the usual competitive procurement process. The Purchasing and Acquisition Department will attach the sole source justification form to the procurement documents.

Program and purchases and acquisitions involving similar cooperative public sector arrangements; contracts for emergency repairs or services involving the health and safety of County employees or the public; contracts for professional or unique services except insurance coverage which shall be subject to competitive bidding; contracts for the purchase of services, materials, or supplies available from only one vendor; and contracts relating to the acquisition or use of real property. However, there shall be procedures for seeking Requests For Proposals (RFPs) for professional or unique services costing in excess of the minimum level required for competitive bidding. These procedures shall include, but shall not be limited to, requirements for advertisement and publication, posting for public inspection in the office of the administrative unit responsible for the administration of the County purchasing and acquisition system and on the County website and/or other electronic medium of planned purchases and acquisitions containing an accurate and specific description of the services or items sought together with necessary technical requirements, and definitions, conditions, terms, rules, and regulations necessary and desirable for an efficient and effective purchasing and acquisition system. The use of the technique commonly known as bid-splitting to avoid the requirement for an RFP shall be specifically prohibited."

5.6.2.3 Approval Required

All Sole Source Purchases must be approved by the Purchasing Director, Office of Law, and County Manager.

5.6.3 Emergency Purchases

5.6.3.1 Definition

An emergency purchase is a purchase that is necessary in order to avoid a substantial hazard to life, health or property, or a serious interruption of the operation of a department of the County or the operation of a using agency.

5.6.3.2 Obtain County Manager Approval

County Manager approval shall be required prior to making an emergency purchase, whenever possible. In the event prior approval is not possible, notice shall be provided to the County Manager and Purchasing and Acquisition Director as soon as practicable.

5.6.3.3 Notice to County Council

The County Manager shall notify County Council of emergency purchases over the bid threshold at the next regularly scheduled County Council meeting.¹⁴

5.6.3.4 Purchase Requisition for Emergency Purchases

The purchase requisition used to make an emergency purchase must be submitted to the Purchasing and Acquisition Department as soon after the emergency, as reasonably possible. The following information must be provided on the requisition form:

- Name, address, and telephone number of supplier or contractor
- Name of supplier/contractor's representative who took the order
- Date the order was placed
- Amount agreed upon for the cost of goods or services ordered
- Date of delivery of goods or services ordered
- Complete description of goods or services ordered
- Date of, and copy of, agenda report for County Council ratification of purchase, if applicable.

5.6.4 Consumer Choice and Fee-for-Service Contracts

Contracts that allow eligible consumers to select service providers from a County-maintained list, or that reimburse qualified providers on a fee-for-service basis according to a pre-established rate schedule, shall be exempt from competitive bidding. These models are driven by consumer choice or service utilization, and the County's role is administrative

¹⁴ See Home Rule Charter, 2.09(B)(8): "Except as may otherwise be provided for in this Charter or applicable law, to approve, by resolution adopted by affirmative vote of at least a majority of its current members, any contract or obligation that would result in a payment by the County of more than \$25,000 in any future calendar year for which no budget has been adopted, or more than \$75,000 in the aggregate in any two or more future calendar years for which no budgets have been adopted. County Council may raise the amounts set forth in this Subsection by ordinance."

in nature. All participating providers must comply with applicable credentialing, licensing, regulatory, and contractual requirements.

5.6.5 Other Exceptions to the Competitive Bid Process

Competitive bidding is not required for the following:

- 1) When the aggregated or cumulative price to be paid under the purchase contract is less than the bid threshold.
- 2) When the following types of personal property or service are being acquired, obtained, rented, or leased:¹⁵
 - a) Property or services provided by or through other government agencies;
 - b) Purchases and acquisitions from state contracts under the Local Piggyback Purchasing Program and purchases and acquisitions involving similar cooperative public sector arrangements;
 - c) Contracts for emergency repairs or services involving the health and safety of County employees or the public;
 - d) Contracts for professional or unique services except insurance coverage which shall be subject to competitive bidding;
 - e) Contracts for the purchase of services, materials, or supplies available from only one vendor;
 - f) Advertising.

5.6.6 Professional or Unique Services in Excess of Bid Threshold

5.6.6.1 Definition

Expert and professional services. Expert and professional services are those involving extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by prolonged course of study or equivalent experience such as accountants, physicians, social service consultants, labor consultants, investigators, attorneys, architects, surveyors, and engineers.

5.6.6.2 RFP May be Required

If required by the County Manager or Director of the Purchasing and Acquisition Department Requests For Proposals (RFPs) shall be issued and advertised for professional or unique services costing in excess of the bid threshold.¹⁶

¹⁵ See Home Rule Charter, 6.09(D): "Competitive bidding shall not be required for: contracts with other governmental entities; purchases and acquisitions from state contracts under the Local Piggyback Purchasing Program and purchases and acquisitions involving similar cooperative public sector arrangements; contracts for emergency repairs or services involving the health and safety of County employees or the public; contracts for professional or unique services except insurance coverage which shall be subject to competitive bidding; contracts for the purchase of services, materials, or supplies available from only one vendor; and contracts relating to the acquisition or use of real property...."

¹⁶ See Home Rule Charter Section 6.09(D): "Competitive bidding shall not be required for: contracts with other governmental entities; purchases and acquisitions from state contracts under the Local Piggyback Purchasing Program and purchases and acquisitions involving similar cooperative public sector arrangements; contracts for emergency repairs or services involving the health and safety of County employees or the public; contracts for

5.7 DETERMINING TOTAL COST OF PURCHASE

The total cost of the purchase includes:

- 1) The total cost of all items to be purchased
- 2) The tax
- 3) The cost of shipping
- 4) Any installation and setup charges that may apply to the purchase

5.8 PURCHASES LESS THAN THE WRITTEN TELEPHONIC QUOTE THRESHOLD (CURRENTLY \$2,500 OR LESS AS PER THE CHARTER)¹⁷

The County Manager has delegated purchasing authority to County Division/Department Heads to approve individual purchases for materials and services less than the Written Telephonic Quote Threshold¹⁸:

Purchases may be completed by any of the following methods:

- 1) Submitting departmental requisition to the Purchasing and Acquisition Department.
- 2) Use departmental purchase orders.
- 3) Use County Purchasing Credit Cards (when applicable).

5.8.1 Purchase Orders for Purchases Less than Written Telephonic Quote Threshold

Other than for credit card purchases¹⁹, vendors must be provided a purchase order before an order will be released. The Procuring Department shall initiate the process of creating a purchase order in New World, as follows:

professional or unique services except insurance coverage which shall be subject to competitive bidding; contracts for the purchase of services, materials, or supplies available from only one vendor; and contracts relating to the acquisition or use of real property. **However, there shall be procedures for seeking Requests For Proposals (RFPs) for professional or unique services costing in excess of the minimum level required for competitive bidding. These procedures shall include, but shall not be limited to, requirements for advertisement and publication, posting for public inspection in the office of the administrative unit responsible for the administration of the County purchasing and acquisition system and on the County website and/or other electronic medium of planned purchases and acquisitions containing an accurate and specific description of the services or items sought together with necessary technical requirements, and definitions, conditions, terms, rules, and regulations necessary and desirable for an efficient and effective purchasing and acquisition system.** The use of the technique commonly known as bid-splitting to avoid the requirement for an RFP shall be specifically prohibited.” **[Emphasis added.]**

¹⁷ Home Rule Charter, Section 6.09—Purchasing and Acquisition Procedures. “Purchasing and acquisition procedures to be included in the Administrative Code, shall, among other things, provide that:

...
E. Procedures for purchases and acquisitions costing less than the minimum required for competitive bidding but more than \$2,500 shall include, but shall not be limited to, requirements for at least three written, telephonic, or electronic price quotes and definitions, conditions, terms, rules, and regulations desirable for an efficient and effective purchasing and acquisition system. The use of the technique commonly known as bid-splitting to avoid the requirement for written, telephonic, or electronic price quotes shall be specifically prohibited. County Council may raise the minimum amount set forth in this Subsection for purchases and acquisitions subject to written, telephonic, or electronic price quotes by ordinance.”

NOTE: The Administrative Code does not include the required provisions.

¹⁸ As per Charter Section 6.09(E), this threshold is \$2,500.

¹⁹ A purchase order is not required for credit card purchases. See 3.1.

Commented [VD1]: We would like to have Council raise this to the amount set by the Department of Labor (\$12,900).

- 1) Order entry staff requests goods or services to be ordered;
- 2) The order will be processed
- 3) Department Head/Manager approves purchase requisition
- 4) Order entry staff posts the requisition
- 5) The department-approved requisition is forwarded to the Purchasing and Acquisition Department
- 6) Purchasing promotes the requisition to a purchase order
- 7) Purchasing Director approves the purchase order
- 8) The Purchasing Agent creates and prints purchase order
- 9) Goods and services are ordered from approved vendor
- 10) Copy of purchase order is forwarded to vendor

5.9 PURCHASES FROM GREATER THAN THE WRITTEN/TELEPHONIC QUOTE THRESHOLD TO THE FORMAL BID THRESHOLD (NOTE: AS OF 1/1/2025, THIS APPLIES TO PURCHASES OF \$12,900 TO LESS THAN \$25,000.)

5.9.1 General

The Procuring Department shall submit a requisition in New World to the Purchasing and Acquisition Department for purchases from the Written/Telephonic Quote Threshold to the Formal Bid Threshold. The purchase shall be made by informal oral, written, fax and/or email quotes.

5.9.2 Oral Quotes

Oral quotes are quotes obtained over the telephone or in person and recorded by the Procuring Department. Although the quotes are oral, documentation is important for enforcement of the price and terms. The details of oral quotes must be recorded on the Purchasing and Acquisition Department's standard oral quote form and attached to the Purchase Order. The Procuring Department must record the following information:

- 1) Names of the vendor representatives submitting quotes
- 2) Date
- 3) Price received
- 4) Terms
- 5) Delivery date promised

5.9.2.1 Written Quotes

Written quotations shall be solicited using the vendor's quote form, or letterhead, and shall include the name and signature of the vendor representative and the date of the quote. All written quotes shall be sent to the Purchasing and Acquisition Department. The Purchasing Director will make the award based on the lowest responsive and responsible quote and a purchase order will be issued to the selected vendor. The Procuring Department is responsible for receiving and checking the order.

5.9.2.2 Fax and Email Quotes

Fax and email quotations shall be solicited by the Purchasing and Acquisition Department. Upon request, vendors can fax or email their quote or estimate to the proper Buyer in the Purchasing and Acquisition Department. The fax or email quote or estimate will include vendor name, date, price, terms, and delivery date promised. The Purchasing Director will make the award based on the lowest responsive and responsible quote.

5.9.3 Purchase Orders for Purchases Greater than Written Telephonic Quote Threshold but less than the Formal Bid Threshold

Vendors must be provided a purchase order before an order will be released. The Procuring Department shall initiate the process of creating a purchase order in New World, as follows:

- 1) Order Entry Staff requests goods or services to be ordered;
- 2) The order will be processed
- 3) Department Head/Manager approves purchase requisition
- 4) Order Entry Staff posts the requisition
- 5) The department-approved requisition is forwarded to the Purchasing and Acquisition Department
- 6) Purchasing promotes the requisition to a purchase order
- 7) Purchasing Director approves the purchase order
- 8) The Purchasing Agent creates and prints purchase order
- 9) Goods and services are ordered from approved vendor
- 10) Copy of purchase order is forwarded to vendor.

5.10 PURCHASES GREATER THAN \$25,000 OR THE FORMAL BID THRESHOLD ESTABLISHED BY COUNCIL²⁰

5.10.1 Formal Bids

Formal sealed bids are required for all procurements costing more than the bid threshold.

²⁰ As of 1/1/2025, the formal bid threshold as published by the Pennsylvania Department of Labor is \$23,800. Home Rule Charter, Section 6.09—Purchasing and Acquisition Procedures. Purchasing and acquisition procedures to be included in the Administrative Code, shall, among other things, provide that:

...

B. All contracts for purchases and acquisitions in excess of \$25,000 shall be competitively bid and awarded to the lowest responsible bidder, except as may otherwise be provided for in this Charter. County Council may raise the minimum

amount set forth in this Subsection for purchases and acquisitions subject to competitive bidding by ordinance.

C. Procedures for competitive bidding shall include, but shall not be limited to: definitions; advertising and publication requirements; deposit and bond requirements; and conditions, terms, rules, and regulations desirable for an efficient and effective competitive bidding process. The use of the technique commonly known as bidsplitting to avoid the requirement for competitive bidding shall be specifically prohibited.”

NOTE: The Administrative Code does not contain the required provisions.

5.10.2 Requisition

The Procuring Department shall submit a purchase requisition to the Purchasing and Acquisition Department for materials, equipment, and fixed assets costing more than the bid threshold.

5.10.3 Invitation for Bids

The Invitation for Bid shall be prepared by the Purchasing and Acquisition Department and shall include a description of the goods/services sought and contractual terms and conditions applicable to the procurement. The Invitation for Bid packet shall consist of the following:

- 1) Solicitation Cover Sheet;
- 2) Instructions to Responders*;
- 3) Appendix A – Specifications;
- 4) Appendix B – Questionnaire Form;
- 5) Appendix C – Non-Collusion Affidavit;
- 6) Appendix D – General Terms and Conditions;
- 7) Appendix E – Proposed Contract (if applicable);
- 8) Appendix F – Signature Page and Certification.
- 9) Appendix G – Responsible Contractor Ordinance (RCO) – Contractor Responsibility Certification (when applicable);²¹
- 10) Appendix H – Responsible Contractor Ordinance (RCO) – Subcontractor List and Subcontractor Responsibility Certification Forms / Instructions (when applicable).²²

For any Invitation for Bids involving an RCO-covered Public Works Construction Project, the County-prescribed Contractor Responsibility Certification (Appendix G) is required. The Invitation for Bids shall also describe the post-bid RCO submissions required after issuance of the Notice of Intent to Award, including the Subcontractor List and Subcontractor Responsibility Certifications. The Purchasing and Acquisition Department shall maintain the current County-approved versions of all RCO forms. Use of outdated or altered RCO certification forms is prohibited unless approved in writing by the Purchasing Director in consultation with the Office of Law.²³

*NOTE: For RCO-covered projects, the following language shall be included in the Instructions to Bidders:

“RCO Requirements (When Applicable)

⊕) If this solicitation is an RCO-covered Public Works Construction Project, the bidder must submit a completed Contractor Responsibility Certification with the bid (Appendix G). After bid opening, the County will issue a Notice of Intent to Award (NOIA) to the apparent low bidder; within 14 days of NOIA, the prospective awardee must submit a Subcontractor List and Subcontractor Responsibility Certifications (Appendix H). Failure

²¹ See Luzerne County Responsible Contractor Ordinance, Ordinance 2025-13

²² See Luzerne County Responsible Contractor Ordinance, Ordinance 2025-13

²³ See Luzerne County Responsible Contractor Ordinance, Ordinance 2025-13

to timely submit complete RCO materials may result in rejection and/or a non-responsibility determination. No contract will be executed until the County issues a written Contractor Responsibility Determination under the RCO.”

5.10.4 Electronic Submissions

The Purchasing and Acquisition Department may require that bids be submitted electronically via an online portal.

5.10.5 Advertising

5.10.5.1 Publication

The invitation for bids must be published at least once in a newspaper of general circulation within the County. The advertisement must appear not less than ten days before the date set for the opening of bids.

5.10.5.2 Online Posting

In addition to newspaper publication, the invitation for bids should be posted on the municipality's official website. This ensures wider accessibility and transparency.

5.10.5.3 Content of Advertisement

The advertisement must include a clear description of the goods or services sought, the time and place for submitting bids, and any other relevant terms and conditions.

5.10.6 No responsive Bids

In the event that no responsive bids are received for a formal bid solicitation, the following steps should be taken:

1) Review and Reassess:

Review the bid specifications and requirements to ensure they are clear, reasonable, and not overly restrictive. Consider whether any modifications could make the bid more attractive to potential bidders.

2) Re-advertise the Bid:

If the bid specifications are deemed appropriate, re-advertise the bid. Ensure that the advertisement is placed in a newspaper of general circulation within the municipality and posted on the municipality's official website. The re-advertisement should include any necessary clarifications or modifications to the bid specifications.

3) Direct Negotiations:

If no responsive bids are received after re-advertising, with written approval from the County Manager the Procuring Department may negotiate a contract for the goods or services sought. The terms of the negotiated contract must be at least as favorable as those that would have been obtained through competitive bidding.

4) Documentation:

Document all steps taken in the bid process, including the initial advertisement, re-advertisement, and any negotiations. This documentation should be retained for public inspection and to ensure transparency in the procurement process.

5.10.7 Bid Opening

A public opening of bids will be held at a pre-designated time and place.
Bids shall be accepted without alteration or correction.

5.10.8 Right to Reject All Bids

The County reserves the right to reject any and all bids received in response to a formal bid solicitation. This right may be exercised when it is determined to be in the best interest of the County. Reasons for rejecting all bids may include, but are not limited to:

- The bids received do not meet the specifications or requirements set forth in the solicitation.
- The prices quoted are considered to be unreasonable or exceed the budgeted amount.
- There is a change in the County's needs or priorities.
- There is evidence of collusion or other irregularities in the bidding process.
- The County decides to revise the solicitation and re-advertise for bids.

In the event that all bids are rejected, the County will notify all bidders in writing, stating the reason(s) for the rejection. The County may then choose to re-advertise the bid or pursue other procurement methods as deemed appropriate.

5.10.9 Formal Bid Award

Award will be to the responsive and responsible bidder who has submitted the lowest bid that meets the requirements and criteria set forth in the Invitation for Bids.

[For an RCO-covered Public Works Construction Project, "award" is contingent upon completion of the RCO process. Following bid opening, the County shall issue a Notice of Intent to Award to the apparent low bidder. The prospective awardee must timely submit all RCO-required materials, including the Subcontractor List and Subcontractor Responsibility Certifications. The County shall conduct the Contractor Responsibility Review and issue a written Contractor Responsibility Determination prior to contract execution. If the apparent low bidder is determined non-responsible under the RCO, the County may proceed to review the next lowest bidder consistent with the ordinance.²⁴](#)

5.10.10 Purchase Orders for Purchases Greater the Formal Bid Threshold

Vendors must be provided a purchase order before an order will be released. The Procuring Department shall initiate the process of creating a purchase order in New World, as follows:

- 1) Order Entry Staff requests goods or services to be ordered;
- 2) Requisition is entered into New World.
- 3) Department Head/Manager approves purchase requisition
- 4) Order entry staff posts the requisition
- 5) The department-approved requisition is forwarded to the Purchasing and Acquisition Department

²⁴ See [Luzerne County Responsible Contractor Ordinance, Ordinance 2025-13](#)

- 6) Purchasing promotes the requisition to a purchase order
- 7) Purchasing Director approves the purchase order
- 8) The Purchasing Agent creates and prints purchase order
- 9) Goods and services are ordered from approved vendor
- 10) Copy of purchase order is forwarded to vendor

5.11 PROCESS WHEN COUNCIL APPROVAL REQUIRED

5.11.1 Process

For those purchases that require Council approval²⁵:

- 1) Procuring Department prepares the agenda submittal;
- 2) The agenda submittal is submitted to County Council;
- 3) If approved, the approving resolution is attached to the contract review sheet and contract and circulated for signature.

Commented [VD2]: Is this how it works now?

5.12 RECEIPT OF GOODS AND SERVICES AND CONTRACT COMPLIANCE

5.12.1 Procuring Department Responsibilities

Unless Special Receiving Assistance is required by the County, Procuring Departments shall provide for the receiving and inspection and acceptance or rejection of deliveries of merchandise requested and services received. Procuring Departments are responsible for ensuring that products delivered, and services performed conform to the contract specifications.

5.12.2 Special Receiving Assistance

Because of their technical nature, receipt of the following items should be made by, or shall be coordinated with, the indicated entity:

- 1) Division of Operations – Receipt of Vehicles
- 2) Division of Administrative Services – Receipt of Computer Hardware, Software and Telecommunications Equipment

5.12.3 Notification to Purchasing and Acquisition Department

The Procuring Department shall notify the Purchasing and Acquisition Department in writing in the event of:

- 1) Questions as to whether an item delivered meets contract specifications. (The Purchasing and Acquisition Department may arrange an inspection.)
- 2) Equipment or supplies received and placed into service do not appear to be performing as expected or as represented by the vendor.
- 3) Poor service or other problems with the vendor.
- 4) Copies of all correspondence concerning purchase orders and other contracts under the jurisdiction of the Purchasing and Acquisition Department shall be forwarded to the Purchasing and Acquisition Department.

²⁵ See 2.1.2.

5.12.4 Manufacturer's Warranties

Many items and equipment purchased by Procuring Department carry a manufacturer's warranty of acceptable materials and workmanship. To ensure that the manufacturer repairs defects covered by the warranty, all Procuring Departments shall register and maintain proper records of such warranties.

5.12.5 Quality & Performance Testing

Quality and performance testing of products and equipment is the responsibility of the Procuring Department, except as otherwise directed by this manual or unless prior arrangements are made with the Purchasing and Acquisition Department.

5.12.6 Contract Compliance

Procuring Departments are responsible for ensuring that products or services they contract for are performed as specified. All discrepancies should be immediately reported to the Purchasing and Acquisition Department for directions on how to resolve the problem. The Purchasing and Acquisition Department staff will advise the Procuring Department on how to resolve the problem or contact the vendor or contractor, take appropriate action, and maintain a record of the default. Procuring Departments are responsible for keeping complete records showing the service performed and any discrepancies. Payments shall not be processed for goods or services for which there is a discrepancy, without prior approval from the Purchasing and Acquisition Department.

5.13 PAYMENT

Upon verification of receipt of goods and/or services, Departments shall promptly process payment authorization to timely pay suppliers and contractors to take advantage of any discounts to which the County is entitled.

5.14 RECORD RETENTION

All requisitions and related procurement documents shall be retained for at least three years, unless otherwise prescribed by law.

6 APPEALS AND DISPUTES

6.1 PROTESTS AND APPEALS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest with the Purchasing Director. The protest must be submitted in writing within five (5) business days after the date of the County's issuance of the notice of award or other relevant procurement action.

[For solicitations and awards involving RCO-covered Public Works Construction Projects, this appeals process shall be applied in a manner consistent with the RCO. Challenges](#)

[relating to the completeness of required RCO certifications, subcontractor responsibility submissions, or the County's contractor responsibility review and determination shall be addressed consistent with the procedures and limitations set forth in the RCO.](#)²⁶

6.2 WRITTEN DECISION BY PURCHASING DIRECTOR

The Purchasing Director shall issue a written decision within ten (10) business days of receiving the protest. The decision shall state the reasons for the action taken and inform the protestor of their right to request an administrative appeal to the County Manager within five (5) business days of receiving the decision.

6.3 FINAL APPEAL TO COUNTY MANAGER

The County Manager shall serve as the final decision maker in all procurement-related protests and appeals, including those involving contracts subject to County Council approval. Upon receipt of a timely appeal, the County Manager shall issue a written decision within ten (10) business days. If no decision is issued within that time, the appeal shall be deemed denied. The decision of the County Manager shall be final and binding, subject only to applicable law.

6.4 STAY OF PROCUREMENT ACTIONS DURING APPEAL

The County shall not proceed with the solicitation or award of a contract while a timely protest or appeal is pending, unless the County Manager makes a written determination that the continuation of the procurement is necessary to protect a substantial interest of the County.

6.5 APPEAL TO COUNTY COUNCIL

If County Council decides to consider the appeal, the matter shall be placed on the agenda of the next regular meeting. If the matter is not placed on the agenda of the next regular meeting the appeal shall be deemed denied.

7 DISPOSITION OF SURPLUS, UNUSED, OR OBSOLETE PROPERTY²⁷

7.1 DEPARTMENT RESPONSIBILITIES

County departments are responsible for identifying equipment, materials, or supplies that are no longer needed, are obsolete, broken, or beyond economical repair. Once identified, the department must notify the Purchasing Department in writing. The notification should include:

- A brief description of the item(s)

²⁶ See [Luzerne County Responsible Contractor Ordinance, Ordinance 2025-13](#)

²⁷ This Section largely follows Section 11 of the Current Purchasing Manual (2021 rev.)

- Condition and any known deficiencies
- Serial numbers or other identifying information
- Estimated value (if known)

Departments may not dispose of County property on their own without coordination with the Purchasing Department.

7.2 PURCHASING DEPARTMENT RESPONSIBILITIES

Upon receipt of a surplus property notice, the Purchasing Department will evaluate the items and determine the most appropriate method of disposal. Options may include, but are not limited to:

- Public auction
- Sealed bid sale
- Trade-in
- Transfer to another County department
- Recycling or disposal

The Purchasing Department will coordinate all necessary advertising, logistics, and documentation related to the disposal process.

7.3 TRADE-INS

Departments may request that surplus equipment be considered for trade-in when acquiring new equipment. The Purchasing Department will determine whether using the item as a trade-in is in the best interest of the County and document the transaction accordingly.

7.4 RESTRICTIONS ON EMPLOYEE PURCHASES

To maintain public trust and comply with ethical standards:

- County employees, elected officials, and their immediate families are **prohibited** from purchasing surplus County property **except through a public auction or competitive sealed bidding process** that is open to the general public.
- No preferential treatment shall be given to any County employee or official in connection with the disposal of surplus property.

7.5 PROCEEDS FROM SALE OF SURPLUS PROPERTY

Funds received from the sale of surplus property shall be deposited into the County's General Fund, unless otherwise directed by the County Manager or County Council. The Purchasing Department shall coordinate with the Budget & Finance Office to ensure proper handling of proceeds.

7.6 ADVERTISING REQUIREMENTS

Sales of surplus personal property will be advertised in a manner appropriate to the value and nature of the property. This may include newspaper advertisements, County website postings, or use of online auction platforms approved by the Purchasing Department.

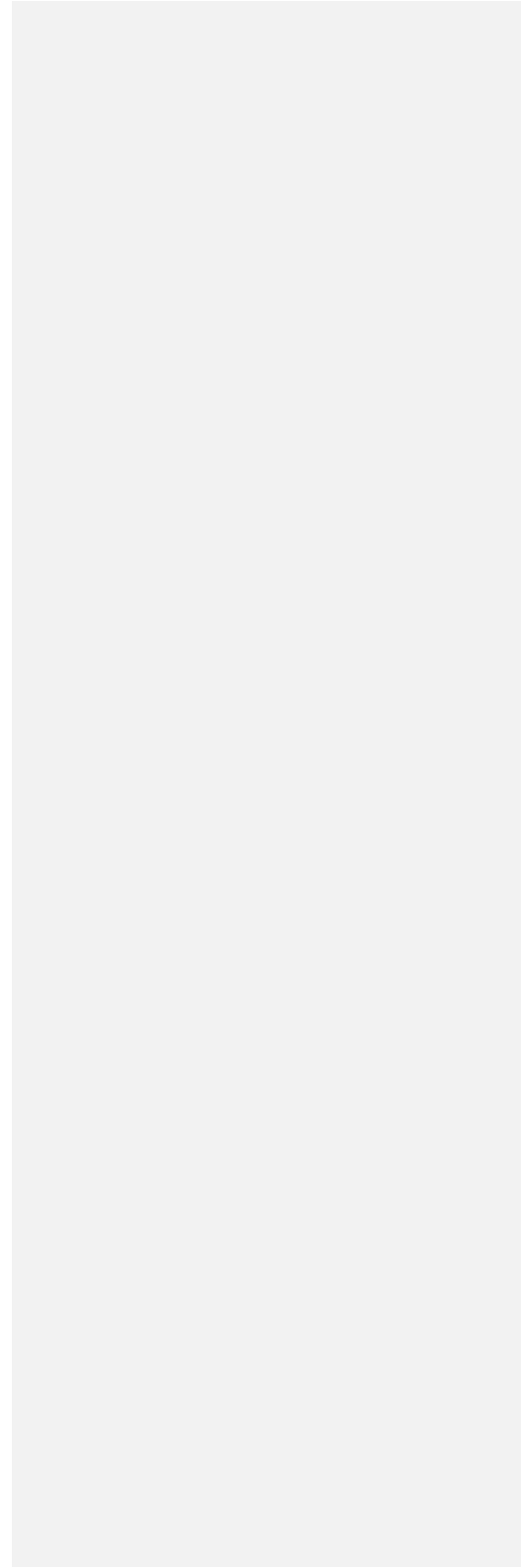
7.7 DOCUMENTATION AND RECORDKEEPING

All surplus property dispositions must be documented. The Purchasing Department will maintain a record that includes:

- A description of the item(s)
- Method of disposal
- Sale amount (if applicable)
- Date of disposal
- Recipient or buyer information

Records will be retained in accordance with the County's records retention schedule.

| END OF PURCHASING MANUAL



APPENDIX G COVER PAGE

APPENDIX G – RESPONSIBLE CONTRACTOR ORDINANCE (RCO)

CONTRACTOR RESPONSIBILITY CERTIFICATION (PRIME / LEAD CONTRACTOR)

WHEN THIS APPENDIX IS REQUIRED

This Appendix G is required only for solicitations that the County designates as a Public Works Construction Project subject to Luzerne County’s Responsible Contractor Ordinance (“RCO”). If the solicitation is not designated as RCO-covered, Appendix G is not required.

WHAT MUST BE SUBMITTED

Bidders must submit the following with the bid submission (unless the Invitation for Bids expressly states otherwise):

1. A fully completed Contractor Responsibility Certification on the County-prescribed form; and
2. Any supporting documentation specifically required by the form or the Invitation for Bids.

WHO MUST SIGN / ATTEST

The Contractor Responsibility Certification must be executed by an authorized representative of the bidding firm (general contractor, construction manager, or other lead/prime contractor) with sufficient knowledge of all matters addressed in the certification. The certification must include the required attestation under penalty of perjury.

COUNTY REVIEW / ADDITIONAL INFORMATION

Submission of a certification does not create a presumption of responsibility. The County may request additional information to evaluate the bidder’s qualifications, financial capacity, and performance capabilities. Failure to timely provide requested information may result in a finding of non-responsibility.

FAILURE TO SUBMIT / INCOMPLETE SUBMISSION

For an RCO-covered project, failure to submit a complete, properly executed Contractor Responsibility Certification as required may result in the bid being deemed non-responsive and rejected.

SUBMISSION FORMAT

Submit Appendix G in the manner required for bid submissions (electronic portal and/or sealed bid submission), and label the upload/envelope clearly as:

“Appendix G – RCO Contractor Responsibility Certification.”

QUESTIONS

Questions regarding this Appendix shall be directed to the Purchasing and Acquisition Department contact identified in the Invitation for Bids.

APPENDIX H COVER PAGE

APPENDIX H – RESPONSIBLE CONTRACTOR ORDINANCE (RCO)

SUBCONTRACTOR LIST & SUBCONTRACTOR RESPONSIBILITY CERTIFICATIONS

WHEN THIS APPENDIX IS REQUIRED

This Appendix H applies only to solicitations the County designates as a Public Works Construction Project subject to Luzerne County’s Responsible Contractor Ordinance (“RCO”).

IMPORTANT – TIMING

Appendix H requirements are NOT generally submitted with the bid (unless the Invitation for Bids expressly requires it).

Instead, after bid opening, the County will issue a Notice of Intent to Award (NOIA) to the apparent low bidder for an RCO-covered project. Upon receipt of the NOIA, the prospective awardee must comply with the requirements below within fourteen (14) days.

WHAT MUST BE SUBMITTED (WITHIN 14 DAYS AFTER NOIA)

The prospective awardee must submit:

1. A Subcontractor List identifying each subcontractor the prospective awardee intends to use for the project, including:
 - o Subcontractor name and address; and
 - o The scope of work assigned to each subcontractor; and
2. A Subcontractor Responsibility Certification for each subcontractor listed (on County-prescribed forms), containing the required representations and supporting information.

RESTRICTIONS ON SUBCONTRACTOR USE

The prospective awardee shall not be permitted to use a subcontractor on any work performed for the County unless the subcontractor is:

- Identified on the Subcontractor List; and
- Has submitted a properly executed Subcontractor Responsibility Certification as required.

SUBSTITUTION OF SUBCONTRACTORS

A listed subcontractor may not be substituted unless:

- The County provides written authorization; and
- A Subcontractor Responsibility Certification is submitted for the substitute subcontractor, consistent with the RCO and County instructions.

COUNTY REVIEW / DETERMINATION

After the NOIA and receipt of Appendix H materials, the County will conduct the responsibility review required by the RCO and may:

- Approve the subcontractor list/certifications;

- Require corrective action consistent with the RCO; and/or
- Make responsibility determinations as provided by the RCO.
No contract will be executed for an RCO-covered project unless and until the County issues a written Contractor Responsibility Determination.

SUBMISSION FORMAT

Submit Appendix H materials in the manner directed in the NOIA (electronic upload and/or other written submission method designated by the County). Label the submission: "Appendix H – RCO Subcontractor List & Subcontractor Responsibility Certifications."

QUESTIONS

Questions regarding Appendix H submissions shall be directed to the Purchasing and Acquisition Department contact identified in the Invitation for Bids and/or in the NOIA.

No. 2026-____
ORDINANCE

An Ordinance of the County of Luzerne Amending Article VI of the Administrative Code in Accordance with the Home Rule Charter of Luzerne County Creating the Division of Infrastructure, Community and Economic Development

WHEREAS, the Home Rule Charter of Luzerne County at Article IV-Administrative Code, Section 6.04-Organization of the Executive Branch- stipulates the initial structure and organization of the various divisions of the of the Executive Branch shall be provided for in Section 12.07 - Initial Structure and Organization of the Executive Branch of the Charter; and

WHEREAS, on June 19, 2012, the County Council passed Ordinance 2012-5, which adopted an Administrative Code with an effective date of July 19, 2012; and

WHEREAS, Section 6.02 of the Luzerne County Home Rule Charter states, “County Council may amend the Administrative Code by Ordinance;” and

WHEREAS, Section 2.09(B)(3) of the Luzerne County Home Rule Charter gives County Council the power to create, combine, alter, and/or abolish any County division, department, bureau, office, agency, other administrative unit, authority, board or commission and the functions, powers, and duties thereof; and

WHEREAS, the Luzerne County Manager recommends amending the Administrative Code at Article VI to create the Division of Infrastructure, Community and Economic Development; and

WHEREAS, Luzerne County Council desires to amend the Administrative Code at Article VI to create the Division of Infrastructure, Community and Economic Development for the purpose of increasing efficiency for certain pre-existing departments, as well as, incorporating additional new related duties and functions which the County is responsible for as set forth below.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by Luzerne County Council as follows:

SECTION ONE. Incorporation of Preamble.

The provisions set forth above in the preamble of this Ordinance are incorporated herein by reference in their entirety.

SECTION TWO. Amendment to Create Section 6.09. of the Administrative Code.

Section 6.09 – Division of Infrastructure, Community and Economic Development

A. Function of the Division

The Division of Infrastructure, Community and Economic Development will oversee planning, zoning and GIS, grant writing, community development, tourist promotion and any other powers, duties, programs, services or functions that may be assigned in compliance with the Charter or the Administrative Code.

B. Division Head

The Division of Infrastructure, Community and Economic Development shall be headed by a Division Head who shall be appointed by the County Manager, subject to confirmation by County Council, and who shall serve at the pleasure of the County Manager. The head of the Division shall be responsible to the County Manager for the proper performance of the Division.

C. Responsibilities of the Division

The Division of Infrastructure, Community and Economic Development shall have the responsibility to:

1. Enhance intergovernmental cooperation between the Commonwealth, Luzerne County, its municipalities, and related economic development entities therein.
2. Develop future focused strategies to enhance the quality of life for residents of Luzerne County.
3. Assist with projects that enhance regionalization of services or provide a regional impact.
4. Implement planning and zoning procedures and regulations.
5. Support county and/or regional planning efforts, emergency management, and economic development through GIS mapping efforts.
6. Support grant-writing activities.
7. Manage community development programs.
8. Direct tourism promotion efforts.
9. Perform any other powers, duties, programs, services, or functions that may be assigned by the Administrative Code or the County Manager.

D. Organization of the Division

The Division of Infrastructure, Community and Economic Development shall be organized as follows:

1. Division Head
2. There shall be a Department Head assigned to each Department who reports directly to the Division Head.
3. Office of Community Development
4. Luzerne County Convention and Visitor Bureau
5. GIS and Mapping Department
6. Planning and Zoning Department
 - a. Planning and Zoning
 - b. Solid Waste/Recycling Office

E. Responsibilities of the Departments

1. Office of Community Development

- a. The Office of Community Development shall undertake the development of viable communities through the provision of decent housing, a suitable living environment, and expanded economic opportunities that will lead to an improved quality of life for Luzerne County residents through the administration of community development grant programs.
- b. The Office of Community Development shall be responsible for administering the Community Development Block Grant program (CDBG), the HOME Investment Partnership program (HOME), the Emergency Solutions Grant program (ESG), the Housing Trust Fund, as well as other federal and state grant programs as authorized.

2. Luzerne County Convention and Visitors Bureau

- a. The Luzerne County Convention and Visitors Bureau works to foster economic development and to increase the number of visitors to Luzerne County utilizing a comprehensive marketing program including advertising, promotion, and excellent customer service.
- b. The Luzerne County Convention and Visitors Bureau is dedicated to creating and executing dynamic marketing campaigns that attract visitors to the area while promoting its rich attractions and assets to both residents and tourists. The Bureau consistently highlights Luzerne County as an exceptional place to live, work, and play, working in close collaboration with local Chambers of Commerce to showcase the region as a vibrant hub for business. It supports visitors and locals alike by providing comprehensive information on theaters, arenas, trails, natural and historic sites, as well as dining and entertainment options. The Bureau also maintains a growing network of recreation and tourism partners, oversees the official website and social media platforms, and actively communicates promotional opportunities and upcoming events to its members and broader database. In addition, the Bureau encourages

meetings, conventions, and sporting events to choose Luzerne County as their destination, while keeping its Board informed through regular updates on departmental activities, finances, and marketing strategies.

3. GIS/Mapping Department

- a. The GIS/Mapping Department shall be responsible for the administration, integrity, supervision, and operation of the Luzerne County GIS/Mapping Department and the proper performance of the office.
- b. The GIS/Mapping Department serves to provide professional Enterprise Geographic Information Services to both the general public and numerous internal departments within Luzerne County. The primary department function is to maintain the integrity, accuracy and availability of critical Enterprise Geographic Information Systems for use by both the County and the public.

4. Planning/Zoning Department

- a. The Planning and Zoning Department shall provide planning and zoning services to Luzerne County municipalities and residents with the assistance of the Luzerne County Planning Commission.
- b. The Luzerne County Planning Department is responsible for carrying out the administrative duties of the Luzerne County Planning Commission in accordance with the Pennsylvania Municipalities Planning Code and promoting regional planning throughout Luzerne County.
- c. This Department is responsible for coordinating planning initiatives and data collection for the Lackawanna-Luzerne Transportation Study Metropolitan Planning Organization, ensuring effective regional transportation strategies.
- d. The department shall oversee the facilitation of development rights purchases from qualifying agricultural properties through the State Farmland Preservation Board, supporting farmland conservation efforts.
- e. Management the County's Solid Waste Program to ensure full compliance with state environmental regulations.

SECTION FOUR. Effective Date.

This Ordinance shall take effect on the fifteenth (15th) day following its enactment.

SECTION FIVE. Repealer.

Any Resolution or Ordinance or County Code or parts thereof that conflict with or are inconsistent with this Ordinance are hereby repealed.

This Ordinance shall become effective 15 days after adoption.

ADOPTED at a meeting of the Luzerne County Council held on _____.

LUZERNE COUNTY COUNCIL

By: _____
Jimmy Sabatino, Chair

ATTEST: _____
Sharon Lawrence, Clerk of Council

By: _____
Brittany Stephenson, Vice Chair



AGENDA SUBMITTAL TO LUZERNE COUNTY COUNCIL

ITEM TITLE Approve a Resolution Authorizing an MOU between Luzerne County and the Pennsylvania Fish & Boat Commission to replace a County owned culvert and drainage pipe located on Main Road		COUNCIL MEETING DATE Work Session February 10, 2026	AGENDA NUMBER
Dept: Contact: Phone:	Road & Bridge Nicholas Vough 570-825-1631		

DEPARTMENTAL RECOMMENDATION:

It is recommended that County Council approve a MOU with the Pennsylvania Fish & Boat Commission allowing the entity to replace a County owned culvert and drainage pipe on Main Road in Sweet Valley near their Harris Pond location.

SUMMARY:

The Harris Pond culvert and drainage pipe are in need of replacement. The PA Fish & Boat Commission plan to replace these items at no cost to the County. The culvert and drainage pipe are located on Main Road which is a County owned Road. The Commission will replace the current culvert with a 15-foot by 6-foot precast box culvert with external drainage system. The County will agree to resume ownership of the new culvert and drainage pipe and perform maintenance on these items as needed. This MOU shall remain in place for 25 years.

FINANCING:

No County funds are needed for this project. The PA Fish & Boat Commission will be responsible for the funding of this project.

DISCUSSION:

Approval of this Resolution is needed so the PA Fish & Boat Commission can proceed with this project.

ALTERNATIVES:

County Council could choose not to adopt the resolution authorizing the MOU. If the resolution is not approved, the culvert and draining pipe will not be replaced.

OTHER AGENCY INVOLVEMENT:

PA Fish & Boat Commission

RESOLUTION R-2026-_____
LUZERNE COUNTY COUNCIL

A Resolution of Luzerne County Council Authorizing the Pennsylvania Fish and Boat Commission to Replace a Drainage Culvert and Pipe on County Owned Main Road in Sweet Valley

WHEREAS, the Luzerne County Home Rule Charter section 2.09.B.6. gives County Council the power to approve, by resolution adopted by affirmative vote of at least a majority of its current members, agreements to acquire, lease, sell, convey, vacate, or abandon land, buildings, or other real property; and

WHEREAS, Luzerne County owns Main Road in Sweet Valley; and

WHEREAS, a drainage culvert and pipe near Harris Pond on Main Road, Sweet Valley needs replacement; and

WHEREAS, the Pennsylvania Fish and Boat Commission desires to replace said drainage culvert and pipe at no cost to Luzerne County; and

WHEREAS, the Fish and Boat Commission is requesting County Council approval prior to beginning the replacement project; and

WHEREAS, the Luzerne County Manager submits it is in the best interest of Luzerne County to allow the Pennsylvania Fish and Boat Commission to complete the previously mentioned project.

NOW, THEREFORE BE IT RESOLVED, Luzerne County Council hereby authorizes the Pennsylvania Fish and Boat Commission to replace the drainage culvert and pipe on Main Road in Sweet Valley subject to the terms and conditions contained in the Memorandum of Understanding which is incorporated by reference as though fully set forth herein.

BE IT FURTHER RESOLVED, the County Manager is authorized to execute the Memorandum of Understanding between the parties.

This Resolution shall become effective immediately.

ADOPTED at a meeting of Luzerne County Council held on _____, 2026.

LUZERNE COUNTY COUNCIL

ROLL CALL VOTE:

AYES-

NAYS-

ATTEST: _____
Sharon Lawrence, Clerk to Council

By: _____
Jimmy Sabatino, Chair

By: _____
Romilda P. Crocamo, County Manager

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Commonwealth of Pennsylvania, acting through the Pennsylvania Fish and Boat Commission (“COMMISSION”) and the County of Luzerne (“COUNTY”).

The COMMISSION is the owner of a +/-240-acre property located in Ross Township, Luzerne County, Pennsylvania, known as the Harris Pond property (“**Property**”). The **Property** contains Harris Pond and the COMMISSION’s Northeast Regional Headquarters;

The COMMISSION will be conducting a dam rehabilitation project to bring the Harris Pond dam into compliance with current Pennsylvania Department of Environmental Protection, Division of Dam Safety design standards;

As part of the dam rehabilitation project, specifically the downstream channel, the COMMISSION will remove and replace the existing stone masonry arch culvert in the COUNTY’s Main Road right-of-way (“**Main Road R/W**”) with a 15-foot by 6-foot precast box culvert with an external drainage system (“**Culvert**”), as depicted on **Exhibit A**, attached hereto and incorporated herein;

Additionally, a stormwater drainage pipe (“**Drainage Pipe**”) to remove water from the existing COMMISSION parking lot, located along the westside of Harris Pond, will be installed and placed in the **Main Road R/W**, along the westside and parallel of the **Culvert** and buried from the spillway inlet box to the wing walls on the southside of the **Main Road R/W**, as depicted on **Exhibit A**; and

As a result of the structures being placed in the COUNTY’s **Main Road R/W**, the COMMISSION and the COUNTY have agreed to enter into this MOU to address ongoing maintenance needs for the **Culvert** and **Drainage Pipe** to be placed in the **Main Road R/W**.

NOW, THEREFORE, the parties to this Agreement set forth the following as the terms and conditions of their understanding:

1. The COUNTY agrees to take ownership of the portion of the **Culvert** that will be placed in the COUNTY’s **Main Road R/W**, in addition to the **Culvert** outlet wingwalls and channel.
2. The COUNTY agrees to perform routine maintenance on the **Culvert** and its appurtenances upon completion of the dam rehabilitation and to be responsible for any required inspections of the **Culvert** as it pertains to Main Road.
3. Absent an emergency, the COUNTY will notify the COMMISSION 14 days prior to any work occurring on the **Culvert** or near the Harris Pond dam structure. Notification will be sent to the following:

To: Pennsylvania Fish and Boat Commission
Bureau of Engineering
595 East Rolling Ridge Drive,
Bellefonte, PA 16823
dgahagan@pa.gov

With a Copy to: Pennsylvania Fish and Boat Commission
Property Services
1601 Elmerton Avenue
Harrisburg, PA 17110

4. As owner of the **Culvert**, the COUNTY grants to the COMMISSION maintenance rights to the **Culvert** and **Drainage Pipe**, and any other appurtenances as related to the dam and the integrity of the dam structure.
5. The COMMISSION has the right to notify the COUNTY if additional maintenance rights are required to maintain the dam structure.
6. This MOU is not intended to and does not create any contractual rights or obligations with respect to the signatories or any other parties.
7. The laws of the Commonwealth of Pennsylvania shall be used to interpret this MOU. Any dispute arising under the MOU/Agreement not mutually resolved by the parties must be submitted to the Executive Director of the Commission. If the parties agree that mediation would be mutually beneficial, the dispute shall be referred to the Office of General Counsel mediation program. In the event that the parties are unable to resolve the dispute, the Executive Director shall issue a final disposition resolving the dispute.
8. The conditions of this MOU may be changed at any time by a duly executed amendment to this MOU.
9. This MOU shall be effective for a period of 25 years from the date of last signature of this agreement. Upon written agreement by both parties, this agreement may be renewed on a year-by-year basis.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have set their hands and official seals as of the date first written above.

Attest:

**Commonwealth of Pennsylvania
Pennsylvania Fish and Boat Commission**

Administrative Secretary (Date)

Executive Director (Date)

Attest:

Luzerne County

TITLE (Date)

TITLE (Date)

Approved As To Legality and Form:

COMMISSION Authorized Attorney (Date)

Office of Attorney General (Date)



AGENDA SUBMITTAL TO LUZERNE COUNTY COUNCIL

ITEM TITLE Approve a Resolution Authorizing Luzerne County Council to Accept Additional Redevelopment Assistance Capital Program (RACP) Grant funds on behalf of Lehigh Valley Health Network, Inc. and its Affiliates	COUNCIL MEETING DATE Work Session February 10, 2026	AGENDA NUMBER
Dept: Contact: Phone:	County Manager Michele Sparich 570-830-5112	

DEPARTMENTAL RECOMMENDATION:

It is recommended that County Council approve the acceptance of additional RACP funds, in the amount of \$1,000,000, on behalf of Lehigh Valley Health Network, Inc. (LVHN) and its Affiliates. The Office of the Budget has requested that two RACP awards for LVHN be combined into one award.

SUMMARY:

LVHN was awarded two separate ARPA awards in the amount of \$1,000,000 each. The Office of the Budget has requested that these two awards be combined into one award for use at the Hazle Township Medical Office Building located at 26 Station Circle, Hazle Township, Luzerne County. Originally the awards were passing through Luzerne County and Hazle Township. The original RACP that Luzerne County agreed to was approved at the January 28, 2000, Luzerne County Council meeting. The Resolution is attached for your reference.

FINANCING:

No County funds are involved in this project. The County will strictly act as a pass-through entity for the RACP funds.

DISCUSSION:

Approval of this Resolution is needed so Lehigh Valley Health Network and its affiliates can proceed with their new rescoped project.

ALTERNATIVES:

County Council could choose not to adopt the resolution to accept additional RACP funds. This is not recommended as it will hold up LVHN's project.

OTHER AGENCY INVOLVEMENT:

PA Office of the Budget

RESOLUTION 2026-

A Resolution of Luzerne County Council Approving the Acceptance of Additional RACP Funds on Behalf of Lehigh Valley Health Network, Inc.

WHEREAS, the County of Luzerne (hereinafter the “County”) is authorized to accept funds from the Pennsylvania Redevelopment Assistance Capital Program (hereinafter “RACP”) under an eligible budget line item authorized for the County on behalf of certain entities; and

WHEREAS, Luzerne County Council adopted Resolution 2020-06 approving acceptance of \$1,000,000 in RACP funds on behalf of Lehigh Valley Health Network, Inc. (“LVHN”); and

WHEREAS, the Commonwealth of Pennsylvania Office of Budget is requesting Luzerne County to accept an additional \$1,000,000 in RACP funds on behalf of LVHN and combine both awards together; and

WHEREAS, the RACP grant funds will be used at 26 Station Circle, Hazle Township.

NOW THEREFORE, BE IT RESOLVED, Luzerne County Council approves the acceptance of additional RACP grant funds in the amount of \$1,000,000.00 from the Commonwealth of Pennsylvania Office of the Budget on behalf of Lehigh Valley Health Network, Inc.

BE IT FURTHER RESOLVED, the two RACP grant awards to LVHN shall be combined into one award.

ADOPTED at a meeting of Luzerne County Council on the ____ day of February 2026.

LUZERNE COUNTY COUNCIL

ROLL CALL VOTE:

AYES:

NAYS:

By: _____
Jimmy Sabatino, Chair

Attest: _____
Sharon Lawrence, Clerk of Council

By: _____
Romilda P. Crocamo,
County Manager

**RESOLUTION R-2020-06
LUZERNE COUNTY COUNCIL**

*A Resolution Authorizing Luzerne County Council to Accept
Redevelopment Assistance Capital Program (RACP) Grant on behalf of
Lehigh Valley Health Network, Inc. and its Affiliates*

WHEREAS, the County of Luzerne (hereinafter the “County”) has received \$1 million grant from the Pennsylvania Redevelopment Assistance Capital Program (hereinafter RACP) for Subgrantee Lehigh Valley Health Network, Inc. and its affiliates (LVHN), Lehigh Valley Hospital – Hazleton, Ambulatory Expansion Project;

WHEREAS, the LVHN has submitted a letter to the County acknowledging all the required RACP grant compliance items, LVHN’s intent to comply therewith and that LVHN has committed to provide at least the required minimum \$1 million permanent match funds and any additional permanent match funds required to complete the project;

NOW THEREFORE, BE IT HEREBY RESOLVED by the Council of the County of Luzerne that Luzerne County is authorized to submit the formal RACP grant application and business plan on behalf of LVHN to RACP.

BE IT FURTHER RESOLVED that County Manager David Pedri, Esquire is the official designated to execute all documents and agreements between the County, LVHN and the Office of the Budget Commonwealth of PA to facilitate the RACP grant.

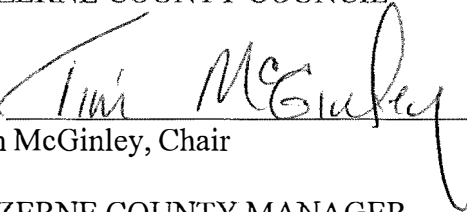
This resolution shall become effective upon adoption.

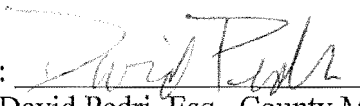
ADOPTED at a meeting of the Luzerne County Council held on January 28, 2020.

ROLL CALL VOTE (11-0)

YES: Griffith, Haas, Houck, McDermott, McGinley, Perry, Radle, Saidman, Schnee, SJ Urban, and Vough

Attest: 
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY COUNCIL
By: 
Tim McGinley, Chair

LUZERNE COUNTY MANAGER
By: 
C. David Pedri, Esq., County Manager



AGENDA SUBMITTAL TO LUZERNE COUNTY COUNCIL

<u>ITEM TITLE</u>	<u>COUNCIL MEETING DATE</u>	<u>AGENDA NUMBER</u>
Approve Resolution Approving ARPA Project Modification Request for the City of Hazleton	Voting Session February 24, 2026	
Dept:	County Manager's Office	
Contact:	Romilda Crocamo & Michele Sparich	
Phone:	570-825-1635	

DEPARTMENTAL RECOMMENDATION:

It is recommended that County Council approve the request for a project modification related to an American Rescue Plan Act (ARPA) award. One request has been made by the City of Hazleton.

SUMMARY:

Attached is an information packet for the following sub-recipient:

- City of Hazleton – Budget & De-Obligation

FINANCING:

The only funding impacted, if any, is the ARPA funds that were awarded by Luzerne County Council. No general fund monies will be impacted by this request as this is limited to the ARPA funds.

DISCUSSION:

Luzerne County Council is encouraged to approve this modification request so that the ARPA funds can be spent in a timely manner ensuring that Luzerne County can meet the deadlines put in place by the U.S. Treasury.

ALTERNATIVES:

County Council could choose not to approve this modification request. The result would be that this project may not get completed on time and/or as this was originally presented in the American Resue Plan Act application.

OTHER AGENCY INVOLVEMENT:

Not Applicable

**RESOLUTION R-2026-
LUZERNE COUNTY COUNCIL**

A Resolution of Luzerne County Council Approving a Modification to an American Rescue Plan Act Funds Awarded Project – City of Hazleton

WHEREAS, on March 28, 2023, Luzerne County Council passed Resolution R-2023-57 which awarded American Rescue Plan Act (ARPA) grant monies to applicants identified in Exhibit ‘A’ at the amounts set forth therein; and

WHEREAS City of Hazleton was awarded \$995,357.00 for Stormwater Management – James, Peace and 21st Streets; and

WHEREAS, on February 27, 2024, Luzerne County Council passed Resolution R-2024-46 approving a change to the scope; and

WHEREAS, on May 28, 2024, Luzerne County Council passed Resolution R-2024-109 approving a period of performance extension; and

WHEREAS, on December 10, 2024, Luzerne County Council passed Resolution R-2024-252 approving a change in scope and a period of performance extension; and

WHEREAS, on May 13, 2025, Luzerne County Council passed Resolution R-2025-86 approving a period of performance extension; and

WHEREAS, on November 10, 2025, Luzerne County Council passed Resolution R-2025-200 approving a period of performance extension; and

WHEREAS, City of Hazleton is requesting to modify the project that was awarded ARPA grant funds as outlined in the modification request; and

WHEREAS, in accordance with 2 CFR 200.308(b), City of Hazleton requests a budget reallocation between budget line items. See Exhibit A for the modification request form and supporting documentation; and

WHEREAS, in accordance with 2 CFR 200.308(c)(7), recipients are required to report deviations from budget or project scope or objective and request prior approvals from Federal awarding agencies for budget and program plan revisions, in accordance with this section. City of Hazleton is requesting to de-obligate \$6,989 of the approved awarded budget; and

WHEREAS, Luzerne County Council approved the modification at the Council meeting on February 24, 2026.

NOW, THEREFORE, BE IT RESOLVED, Luzerne County Council approves the modification request for the American Rescue Plan Act awarded grant submitted by City of Hazleton.

This Resolution shall become effective 6 days after adoption.

ADOPTED at a meeting of Luzerne County Council held on February 24, 2026.

ROLL CALL VOTE ()

LUZERNE COUNTY COUNCIL

By: _____
James Sabatino, Chair

LUZERNE COUNTY MANAGER

By: _____
Romilda P. Crocamo, Esq.
County Manager

Attest: _____
Sharon Lawrence, Clerk of Council

ARPA Modification Request Checklist

Subrecipient Name:	City of Hazleton
Grant Program:	Luzerne ARPA Grant Program
Project/Program Name(s):	Stormwater Management - James, Peace and 21st Streets
Eligible Use Category:	Invest in water, sewer, and broadband infrastructure (EC 5)
Subcategory:	Clean Water: Stormwater
Expenditure Category :	5.6
Type of Request:	A. Budget Changes D. Change in Cost-Sharing
Modification Recommendation:	Approved

MODIFICATION REQUEST	Yes/No	NOTES
1. Was the modification complete and accurate with supporting documentation?	Yes	The modification request was submitted with adequate supporting documentation.
2. For the modification type selected, after review of supporting documentation, was the justification for the request sufficient?	Yes	The project was completed within the grant award and under budget. Construction costs were \$137 less than originally contracted, and engineering costs were \$6,852 lower than anticipated and budgeted. All payments to the contractor and engineer have been finalized. The total project cost was \$988,368, resulting in an unspent balance of \$6,989.
3. Is the modification request recommended for approval? If not recommended for approval, explain below.	Yes	The request is for unused funds deobligation of \$6,989. There is no change in scope of work or project's timeline. Modification request recommended for approval.

Below is a detailed explanation for Modification Requests that are not recommended for approval.

Prepared by (BMC Team):
Abra Kataka Date: 2/5/2026 Comments: See "Notes" above

Reviewed by (BMC Senior):
Gladys Vazquez Date: 2/5/2026 Comments:

COUNCIL DETERMINATION

Dated submitted to Council:		Comments:
Final Decision:		
If approved, Resolution No:		



Tuesday, February 3, 2026

Luzerne County Luzerne County ARPA Grant Modification Request

Subrecipients of the LUZERNE COUNTY, PA, AMERICAN RESCUE PLAN ACT (ARPA), CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (CSLFRF) must submit requests for modifications to their subrecipient agreements through this online portal. Paper submissions, including those by mail, fax or email submission, will not be accepted.

Prior to submitting a modification requests, download and read the **Subrecipient Agreement Modification Guidance** below.

SUBRECIPIENT AGREEMENT MODIFICATION GUIDANCE

[ARPA Subrecipient Agreement Modification
Guidance_10.2023.pdf](#)

SECTION 1. SUBRECIPIENT INFORMATION

Please provide the following information for your agency/organization:

Entity Name	City of Hazleton
Address	40 N. Church Street Hazleton, PA, 18201
Primary Point of Contact	
Name	Joe Zeller
Title	Director of Community and Economic Development
Email	jzeller@cityofhazleton.org
Phone Number	(570) 459-4965
Alternate Point of Contact	Rock Stahovic
Email	rstahovic@barryisett.com
Phone Number	(570) 285-8195

SECTION 2. GRANT INFORMATION

Project/Program Name	Stormwater Management - James, Peace, 21st Streets
Eligible Activity	Infrastructure
Expenditure Category	5.6

Grant Award Amount 995357
Grant Start Date Thursday, April 13, 2023
Grant End Date Wednesday, December 31, 2025

SECTION 3. MODIFICATION REQUEST

Complete all the questions.

What type of modification are you requesting?

A. Budget changes 2 CFR 200.308(b)

D. Changes in the approved cost-sharing 2 CFR 200.308(c)(7)

A. Budget Modification

Complete this section if you checked A. Budget Changes above.

1. Please provide a detailed explanation for the budget modification request. You can also attach supporting documents below.

The project came in under the grant award. There were two deduct change orders in order to get the project within budget. The final construction cost was \$137 less than contracted for and the Engineering cost was \$6,852 less than anticipated and allotted for. The project is complete with all payments to the Contractor and Engineer accounted for. The final project cost totaled \$988,368 for a total of \$6,989 not spent from the grant funding.

2. Original award amount. Refer to the subrecipient agreement. 995357

3. Award amount per the submitted modification. This amount should be equal to or less than the original award amount. It cannot exceed the total ARPA award since the County is not accepting requests for an increase. 988368

4. What is the difference between the initial award amount and the amount specified in this modification? 6989

5. Clarify if the budget modification affects the project scope, performance metrics, or both. If the scope is affected, complete Section B. Project Scope Modification below.

No impact on the project scope and performance metrics

6. Budget Modification Documentation

Budget Modification Spreadsheet. Click on the Link in the box below.

Use the Budget Modification excel spreadsheet at Link:

https://boothmanagementconsulting-my.sharepoint.com/:x/g/personal/robinb_bmc-llc_net/EcQ-GTPyLAXHuET1KzsptlABun4i3Fmtrw-V0xcrloapwg?e=P9fW7a

B. Project Scope Modification

Complete this section if you checked B. Project Scope Changes above.

C. Change in Key Personnel

Complete this section if you checked C. Key Personnel above.

New Personnel

D. Change (Decrease) in Matching

Complete this section if you checked D. Changes in the approved cost-sharing

1. Explain the reason for the request to reduce the 5% cost-sharing requirement.

The project did not expend the original grant amount. The final amount is \$6,989 less than the original amount of \$995,357. The total amount spent is \$988,368 which would make the 5% cost sharing \$49,418.40.

2. What is the requested cost-share percentage? This must be less than 5%. A modification is not required for increases in cost-sharing.

5%

3. Will the project be completed with the decrease in the cost-sharing?

Yes

4. Upload documentation to support the requested cost-sharing percentage. Refer to Exhibit K - Matching Requirements of the subrecipient agreement for sources and types of matching documentation.

Budget Modification Spreadsheet.xlsx

E. Extension of Period of Performance

Complete this section if you checked D. Extension of Period of Performance

APPLICATION CERTIFICATION AND SIGNATURE PAGE

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal civil or administrative penalties for fraud, false statements, false claims, or otherwise."

Authorized Official Name, Title

Rock Stahovic, Operations Manager

Authorized Official Signature

Rock Stahovic

Date Signed

Tuesday, February 3, 2026

**AMERICAN RESCUE PLAN ACT,
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (ARPA GRANT)
BUDGET MODIFICATION REQUEST**

Instructions: Please download the template to your desktop first. Complete all sections highlighted in yellow. The sections in white will be automatically calculated.

Subrecipient Name:		City of Hazleton		
Project Name:		Stormwater Management - James, Peace, 21st Streets		
Eligible Activity:		Infrastructure		
Expenditure Category:		5.6		
Award Amount:		995,357.000		
Budget Modification Amount:		\$6,989.00		
Approved Budgetary Line Items	New Line Item (Enter X)	Approved Budget	Requested Change (Increase/Decrease)	Modified Budget
Construction		899,870.00	(\$137.00)	\$899,733.00
Engineering		95,487.00	(\$6,852.00)	\$88,635.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTALS:		\$995,357.00	(\$6,989.00)	\$988,368.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal civil or administrative penalties for fraud, false statements, false claims, or otherwise."

Director of Community and Economic Development
Joe Zeller

2/3/2026

Joe Zeller



AGENDA SUBMITTAL TO LUZERNE COUNTY COUNCIL

Approve Resolution Authorizing the County Manager to sign all documents related to the Modjeski and Masters contract for Design and Engineering of the West Nanticoke Bridge	COUNCIL MEETING DATE Voting Session February 24, 2026	AGENDA NUMBER						
<table border="1" style="width: 100%;"> <tr> <td style="width: 20%;">Dept:</td> <td>Operations</td> </tr> <tr> <td>Contact:</td> <td>Michele Sparich</td> </tr> <tr> <td>Phone:</td> <td>570-830-5112</td> </tr> </table>			Dept:	Operations	Contact:	Michele Sparich	Phone:	570-830-5112
Dept:	Operations							
Contact:	Michele Sparich							
Phone:	570-830-5112							

RECOMMENDATION:

It is recommended that County Council approve a resolution authorizing the County Manager to execute the contract, and any related documents, between Luzerne County and Modjeski and Masters (M&M) for the design and engineering related to the West Nanticoke Bridge.

SUMMARY:

After hearing presentations from short listed firms, County Council’s selection committee recommended Modjeski and Masters to PennDOT’s Central Office. In August, PennDOT’s Central Office approved the selection committee’s final rankings.

Meetings have been held with M&M and PennDOT to finalize the scope of work. M&M has provided a revised tech proposal and price proposal, both of which have also been approved by PennDOT. The next step is for the contract between Luzerne County and Modjeski and Masters to be executed.

FINANCING:

Funding for design and engineering will come from Local Share Account funds.

ALTERNATIVES:

The Council could choose not to pass this resolution. This is not recommended since it will delay the design and engineering of the West Nanticoke Bridge.

OTHER AGENCY INVOLVEMENT:

PennDOT

**RESOLUTION R-2026-
LUZERNE COUNTY COUNCIL**

***A Resolution of Luzerne County Council Authorizing the Execution of an Agreement
with Modjeski and Masters, Inc. for Design and Engineering Consulting Services Related
to Replacement of the West Nanticoke Bridge***

WHEREAS, the Luzerne County Manager has the authority to recommend, and Luzerne County Council the authority to approve, the execution of certain contracts pursuant to the Luzerne County Home Rule Charter; and

WHEREAS, Luzerne County Council’s selection committee previously recommended Modjeski and Masters, Inc. (M&M) to PennDOT for the design and engineering consulting services related to replacement of the West Nanticoke Bridge; and

WHEREAS, PennDOT has approved M&M as the consultant and M&M and PennDOT have finalized the scope of the work to be performed; and

WHEREAS, Luzerne County Council desires to enter into an agreement with M&M for design and engineering related consulting services for the West Nanticoke Bridge replacement project.

NOW, THEREFORE, BE IT RESOLVED, Luzerne County Council authorizes the Luzerne County Manager to execute the agreement and all related documents with Modjeski and Masters, Inc. for design and engineering related consulting services for the West Nanticoke Bridge replacement project subject to the terms and conditions contained in the Agreement for Consulting Services (“Agreement”). The Agreement is attached hereto and incorporated by reference as though fully set forth herein.

This Resolution shall become effective immediately.

ADOPTED at a meeting of Luzerne County Council held on _____, 2026.

LUZERNE COUNTY COUNCIL

Roll Call:
Ayes:
Nays:

By: _____
Jimmy Sabatino, Chair

ATTEST: _____
Sharon Lawrence, Clerk of Council

By: _____
Romilda Crocamo, Esq.
County Manager

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into on this ____ day of _____ 2026, by and between the County of Luzerne, with a principal place of business at 200 North River Street, Wilkes-Barre, PA 18711, hereinafter “Municipality”, and Modjeski & Masters, Inc., with a principal place of business at 100 Sterling Parkway, Suite 302, Mechanicsburg, PA 17050, hereinafter “Consultant”.

WITNESSETH:

A. Scope of this Agreement

1. Project Scope of Services and Method of Payment

The Consultant, for and in consideration of the payment or payments specified in this AGREEMENT, shall perform the services for the Part I (Preliminary Design) of the rehabilitation or replacement of the West Nanticoke Bridge set forth in Consultant’s Technical Proposal attached hereto as Exhibit “A” and incorporated by reference (“Scope of Services”). The Maximum Amount authorized for this Agreement is \$1,003,866.60, as indicated in the Consultant’s Price Proposal, attached hereto as Exhibit “B” and incorporated by reference. The method of payment for this Agreement is Cost Plus Fixed Fee.

Services for subsequent phases of services may be added pursuant to a Supplemental Agreement executed by Municipality and Consultant.

2. Terms, Conditions and Provisions

- a. The Consultant agrees to comply with and to provide the Scope of Services in accordance with the provisions listed below, which are incorporated into this Agreement by reference, as though physically attached.
 - Commonwealth Contractor Responsibility Provisions, dated December 1, 2020
 - Consultant Integrity Provisions, dated January 14, 2015
 - Commonwealth Nondiscrimination Clause for Consultant Agreements, dated August 15, 2018
 - Federal Nondiscrimination and Equal Employment Opportunity Clauses, dated January 1976
 - Offset Provision for Commonwealth Contracts, dated October 25, 2010
 - Pennsylvania Election Code, dated February 22, 2001

- Publication 442, Bureau of Design Specifications for Consultant Agreements, dated February 26, 2025
 - Provisions Concerning the Americans With Disabilities Act, dated October 14, 2011
 - US DOT Standard Title VI/Non-Discrimination Assurances, dated June 26, 2019
 - Enhanced Minimum Wage Provisions (July 2022)
 - Automated Clearing House (ACH) Network Provisions, dated July 2021
- b.** By signing this Agreement, the Consultant certifies their compliance with the following requirements, which are incorporated into this Agreement by reference, as though physically attached.
- Consultant's Certification of Non-Collusion, dated February 1990
 - Certification Regarding Debarment, Suspension and Other Responsibility Matters, dated August 1990
 - Certificate of Restrictions on Lobbying, dated August 6, 1990
 - Consultant's Acceptance of PA Workmen's Compensation Act, dated August 1999
- c.** By signing this Agreement, the Municipality certifies their compliance with the following requirement:
- Municipality's Certificate of Non-Collusion, dated January 1999
- d.** The Consultant agrees to comply with and to provide the Scope of Services in accordance with the Municipality's Standard Agreement Special Requirements (attached hereto as Exhibit "C") and the standard method of payment special provisions, Method of Payment - Cost Plus Fixed Fee (Municipal), dated February 2014, which have been made available to the Consultant in electronic or paper form, and the Consultant's Technical Proposal and Price Proposal.
- e.** The Scope of Services are to be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size and complexity in the same locale ("Standard of Care") and in conformance with the requirements of this Agreement. All indicated

responsibilities or duties and obligations owed to the Department of Transportation will be construed to mean responsibilities of and duties and obligations owed to the Municipality.

- f. In the event of a conflict between the terms and/or provisions of this Agreement and the terms and/or provisions of any of the documents incorporated by reference pursuant to Sections 2a and 2b above, the terms of this Agreement shall control.

B. Agreement Duration

1. Notice To Proceed

The Consultant shall not proceed with the Scope of Services until specifically authorized by the Municipality in the form of a Notice to Proceed (NTP) Letter.

2. Time Of Completion

- a. The Consultant shall complete the Scope of Services within 24 months after the NTP date. The anticipated schedule is as follows:
 - i. Purpose and Need/Scoping Field View: 4 months
 - ii. Historic Bridge Rehabilitation Analysis: 12 months
 - iii. Alternative Analysis Amendment: 8 months
- b. The time of completion may be extended by the execution of a Supplemental Agreement or by a letter signed by an authorized Municipal individual.

C. Compensation

1. Maximum Cost

- a. The total maximum cost of this Agreement shall not exceed \$1,003,866.60 without prior approval by the Municipality, in the form of a Supplemental Agreement signed by the Municipality and the Consultant.
- b. The maximum costs may be adjusted when the Consultant establishes that there has been or is to be a significant change in the following:
 - i. Scope, complexity, or character of the original work and services to be performed, induced, caused or directed by the Municipality.

- ii. Conditions under which the original work and services were required to be performed, which were neither foreseen nor reasonably foreseeable by the Consultant at the time of execution of this Agreement, nor created thereafter by the Consultant.
 - iii. Duration of work, if the change from the time of completion specified in the Agreement was induced, caused or was the result of directions issued by the Municipality.
- c. Any request for additional funds will undergo a technical review by the County Engineer.
 - d. The Municipality will not reimburse the Consultant for any costs incurred in excess of the maximum amount stipulated for any category of funds on the Consultant's invoice template as approved by the Municipality at the time the costs were incurred.

2. Payment Terms

Consultant will submit invoices monthly based on percentage of completion, and Municipality shall make payment within thirty (30) days of its receipt of Consultant's invoice, without any set-offs or withholdings of any kind (including without limitation any retainage).

D. Indemnification Limitation

Notwithstanding anything herein to the contrary, Consultant shall have no obligation to indemnify Municipality for and/or to the extent of the intentional or negligent acts or omissions of the Municipality.

MUNICIPALITY:
LUZERNE COUNTY, PENNSYLVANIA

DATE:

 By: Romilda P. Crocamo, County Manager

CONSULTANT:
MODJESKI & MASTERS, INC.

DATE:

Christopher W. Smith

 By: Christopher W. Smith, PE

2/18/2026

Exhibit “A”



Technical Proposal

Part 1 – CB 00002 over Susquehanna River – W Nanticoke Bridge Preliminary Design

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The Modjeski & Masters (M&M) Project Team has reviewed the Department's Scope of Work for each task along with the requirements of this project. We agree to perform each task in accordance with the Department details and the following responses that clarify our approach to the project.

TASK 1.1 – Project Management/Administration

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

M&M will serve as the prime consultant for this project with Steven Baird, PE as the Project Manager. M&M will direct the scope of services performed by sub-consultants Verdantas LLC (Verdantas), ADM & Company (ADM), American Geotechnical & Environmental Services, Inc. (AGES), and L&V Engineering, LLC. (L&V). The M&M Project Team will provide project management services for the planning, scheduling, organizing, and controlling of resources to provide quality engineering and environmental services to ensure that the completed project meets current quality standards and is completed on time.

Subconsultant Project Managers will be responsible for coordination, administration and supervision of all services provided by their firms. They will oversee the planning, scheduling, organizing, and controlling resources as well as ensuring all work meets the projects quality standards.

- Verdantas Project Manager – Louis Spaciano, PE
- ADM Project Manager – Colleen Meiswich
- AGES Project Manager – Solveig Sahlin, PE
- L&V Project Manager – Jerilyn Luben, PE, PTOE

M&M will develop and maintain a design schedule utilizing the format requested by the County. The project schedule will be updated on a monthly basis, when a major revision is necessary, or as requested.

M&M anticipates attending forty-eight (48) design status meetings via conference call with the County project manager. Two (2) attendees will attend each meeting. Meeting preparation will involve preparing agendas and any visual aids necessary to conduct the meeting. Meeting minutes will be prepared for each meeting and distributed within ten (10) working days of the meeting.

TASK 2.1 – Wetland and Water Studies

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

ADM has been assigned these services for this agreement.

M&M will evaluate potential impacts to the wetland and waterway resources within the project limits for each alternative prepared for the alternatives analysis report under task 13. Estimates of impacts for each resource will be based on conceptual plans developed and described as either temporary construction impacts or permanent loss of the resources.

M&M will provide coordination and oversight for the work performed by our sub-consultant as described below.

ADM

ADM will conduct investigations for the identification, delineation, and impact assessment for wetlands in the project area. A comprehensive wetland investigation will be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (1987) and the Eastern Mountains and Piedmont Regional Supplement (v. 2.0). For scoping purposes, we anticipate that the project study area will extend 500 feet upstream and downstream of the existing bridge. Along the roadway approaches, the project area will extend to the Route 11 intersection to the north and the railroad crossing to the south. Along Route 11, the project area will extend approximately 600 feet east of the intersection and approximately 875 feet west of the intersection to the intersection with McDonald Street). The project area will encompass the area as depicted in the attached Environmental Study Area. The wetland field work will not be completed until the project footprint is established by M&M. Access roads, staging areas, etc. will be established in preliminary design prior to the wetland field work. The wetland delineation is anticipated to entail four days of field work.

Wetlands within the project study area will be preliminarily identified by consulting U.S. Fish and Wildlife Service National Wetland Inventory mapping, U.S. Geological Survey topographical quadrangles and the Luzerne County Soil Survey. In addition, poorly drained and very poorly drained soils, usually indicative of wetlands, will be identified using soil surveys prepared by the Natural Resources Conservation Service. Once preliminary data has been gathered, boundaries of existing wetlands will be identified and flagged during a field investigation. Wetlands will be classified according to USFWS Classification of Wetlands and Deepwater Habitats of the United States (FGDC 2013).

Wetland boundaries and the waterway's ordinary high-water mark (OHWM) will be flagged by ADM for survey by others. The Pennsylvania Code Title 25, Environmental Protection, Chapter 93 classification of all streams located in the project study area will be determined. The

Pennsylvania Fish and Boat Commission's (PFBC's) Listing of Surveyed Streams having Verified Trout Reproduction or Class A Trout Streams, and approved trout waters will be reviewed to determine the status of each waterway as well. cursory review indicates no trout restrictions.

A jurisdictional determination (JD) is not considered part of this scope since wetland impacts (if any) are anticipated to be de minimus. ADM will prepare an Aquatic Resources-Permit Environmental Fact Sheet in pdf format for client review and comment. Attachments will include data forms, PNDI Project Environmental Review Receipt and any agency correspondence, Project Location Map, Aquatic Resource Map, Wetland Determination Data Forms, Stream Data Forms, photographs and a list of investigators and photographs.

TASK 3.1 – Purpose and Need

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

ADM has been assigned these services for this agreement.

M&M will provide the necessary transportation related information for the purpose and need statement.

M&M will provide coordination and oversight for the work performed by our sub-consultant as described below.

M&M will attend one (1) scoping meeting onsite with two (2) staff members to discuss the information for inclusion in the Purpose and Need. M&M will also draft and submit meeting minutes for the meeting.

ADM

ADM will assist the M&M team in documenting the project purpose and need. The project purpose (the transportation problem to be solved) and needs (the causes of the problem), will be drawn from the PennDOT Connects Initiation Form, the data collection and analysis tasks, the deficiency study and informed by stakeholder meetings. ADM will work with the design team to put into a written narrative and bullet points a purpose and need in accordance with PennDOT Pub 319. The purpose and need statement will define why the project is being undertaken and the problems to be solved as supported by data.

The development of project needs will consider the following factors: evidence of a current or future transportation problem or deficiency; fact based and quantifiable; the problem can be solved; and logical termini can be established.

ADM will prepare a draft purpose and need statement in collaboration with the design team. It is anticipated that this effort will be carried out in up to three working meetings with the project team. The draft purpose and need statement will be submitted to District 4-0 for review and comment. Following this review, a revised statement will be provided to the District for submission to Central Office and FHWA for review and comment. Following this review, a final statement will be submitted for approval by FHWA.

Supporting data and documents will be prepared by the designers under other tasks.

TASK 4.1 – Hazardous and Residual Waste

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

ADM has been assigned these services for this agreement.

M&M will provide coordination and oversight for the work performed by our sub-consultant as described below.

ADM

For scoping purposes, it is anticipated that the project study area will extend 500 feet upstream and downstream of the existing bridge. Along the roadway approaches, the project area will extend to the Route 11 intersection to the north and the railroad crossing to the south. Along Route 11, the project area will extend approximately 600 feet east of the intersection and approximately 875 feet west of the intersection to the intersection with McDonald Street). The project area will encompass the area as depicted in the attached Environmental Study Area.

ADM will perform a Phase I Environmental Site Assessment (ESA) in accordance with the Pennsylvania Department of Transportation (PennDOT) Publication 281 entitled *Waste Site Evaluation Procedures Handbook* (May 2019). The Phase I ESA will be conducted to ensure minimal risk to all individuals who may be in contact with environmentally sensitive materials. In addition, it will assist in identifying areas where fill management may be restricted. Based on a preliminary background review, within the project area, there are at least seven sites on the northern side of the bridge (auto sales and repairs) and at least four sites on the southern side of the bridge.

ADM will complete a waste site investigation of current and previous land uses through aerial photograph reviews, Sanborn Insurance Map reviews (if available), and interviews with county and local municipality representatives and review of the U.S. Environmental Protection Agency (USEPA) and the Pennsylvania Department of Environmental Protection (PADEP) permit files. The review will include, but will not be limited to, a review of federal listing including National Priority List (NPL), Comprehensive Environmental Response, Compensation and Liability

Information System (CERCLIS), Resource Conservation and Recovery Information System (RCRIS), and others; PADEP's Waste Management Program (WMP), Water Quality Management (WQMP) Storage Tank Division files, UST and LUST lists, Air Quality Program, and regional site records; PA's Solid Waste and Hazardous Waste Inventories, Hazardous Site Cleanup Act (HSCA) list, Activity and Use Limitation (AUL) Registry, Voluntary Cleanup Program (VCP), and Operating Municipal Waste Landfills list.

Additional preliminary investigations include the use of all physical setting sources (i.e. topographical maps, soil surveys) as well as pertinent historical use information such as Sanborn Insurance Maps (if available), city directories, and aerial photographs. If available, PennDOT LR highway plan sheets and similar historic Luzerne County/municipal highway plans will be reviewed. In addition, ADM will perform third-party database searches for the project study area.

ADM will perform a Site Reconnaissance for project area (and for immediately adjacent properties) to identify potential waste sites or signs of environmentally sensitive materials. ADM personnel who have completed the training and certification requirements set forth by the Occupational Safety and Health Administration (OSHA) will perform these non-invasive visual inspections.

ADM will contact readily available persons with knowledge of each potential waste site (including past and/or present site owners and operators) and interview them to confirm previous and current land uses, construction history, current site uses, complaints, and information about others who may have additional knowledge about the property. Reasonable efforts will be made to interview individuals with knowledge of sites of concern within the assigned schedule.

The Phase I ESA will also contain a site sketch, which may include the location of all potential waste sites identified in relation to the proposed right-of-way, existing roadways, structures, and areas with known or suspected contaminants for the project area.

Upon completion of the initial site investigation, ADM will perform an assessment of the project area which includes the compilation and evaluation of all gathered data. This will help assess the impact of potential waste sites or environmentally sensitive materials within the project area, allowing for a proper recommendation for further action at sites where environmental concerns exist. Depending on the results of the data analysis, ADM will suggest the following recommendations: no further action required, no further action required at this time, initiate Phase II or Phase III activities, or initiate immediate action. ADM will not be responsible for conducting any intrusive investigations or sampling under this work order.

ADM will prepare one (1) Phase I ESA Report documenting the findings of the initial investigation and site assessment in accordance with PennDOT's Publication 281. The report

will include Phase I ESA findings and recommendations for additional investigations, if necessary. ADM will provide an electronic draft copy (PDF) of the Phase I ESA Report to the client for review and comment.

Asbestos and Lead-Based Paint Surveys. The bridge will be visually and physically assessed by a licensed asbestos and lead inspector to identify and quantify any asbestos and lead-based paint.

Suspected ACM will be segregated into distinct homogeneous areas for identification and bulk sampling. Bulk samples will be collected from suspected materials in accordance with the sampling protocols outlined in *Asbestos in Buildings: Simplified Sampling Scheme for Surfacing Materials* (USEPA, 1985), *Guidance for Controlling Asbestos-Containing Materials in Buildings* (USEPA, 1985), 40 CFR 61, 40 CFR 763, 29 CFR 1910.1001 and 29 CFR 1926.1101. Bulk samples will be analyzed using Polarized Light Microscopy (PLM). Suspect materials with any asbestos detections using PLM are assumed to be ACM unless subsequent point-count or transmission electron microscopy (TEM) analysis determines the asbestos content to be less than or equal to one percent, as stated in an EPA clarification memorandum dated May 8, 1991. No follow-up TEM analysis will be conducted as part of these investigations unless authorized by the client.

Sampling will be determined based on professional judgment of the asbestos inspector while conducting the inspection. It is assumed that the total number of bulk samples will be no more than 18 samples for the structure. The number of samples will not be exceeded without approval of the client and the client will be invoiced for the actual number of samples collected and analyzed. Based on provided scoping information, the inspection will require one (1) field day to complete. It is also assumed that samples can be obtained via ladder access and the use of mechanical lifts or “snooper” truck will not be required. In addition, no lane restrictions or traffic control measures are anticipated.

To limit unnecessary duplication, painted surfaces will be grouped into testing combinations. A testing combination consists of a similar structural component, of a similar substrate. The lead-based paint inspection will involve the physical removal of paint samples to be submitted to an accredited and certified laboratory for analysis via US EPA SW-846-3050B method (flame atomic absorption). By definition, any sample found to contain equal to or greater than 1.0 milligram per square centimeter or 0.5 percent by weight is considered lead-based paint. It is anticipated that no more than 10 samples will be collected. Sampling procedures will be conducted in accordance with guidelines established by the US EPA. Guidelines established by the U.S. Department of Housing and Urban Development will also be consulted. Based on provided scoping information, the inspection will require one (1) field day to complete. Due to the bridge’s anticipated similar paint history for all painted components, it is assumed that samples can be obtained via ladder access and the use of mechanical lifts or “snooper” truck will not be required. In addition, no lane restrictions or traffic control measures are anticipated.

The findings of the asbestos and lead-based paint inspections will be summarized in one report. The report will identify structural components that contain asbestos or lead-based paint and will also provide the results of all samples taken as well as quantities, condition, and locations. The information obtained throughout the investigation will be held in strict confidence and released only to the client. Any public release of the information will be the responsibility of the client.

TASK 5.1 – Threatened and Endangered Species

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

ADM has been assigned these services for this agreement.

M&M will provide coordination and oversight for the work performed by our sub-consultant as described below.

ADM

ADM will complete a draft PNDI Project Environmental Review to identify potential T&E species that may exist within the project area. If a conflict is identified in the draft receipt, ADM will provide additional information including project description, locations of streams and wetlands, photos, limits of work and general habitat descriptions to the specified agency via upload to the PA Conservation tool for state agencies or email transmittal for Fish & Wildlife Service.

The PNDI dated 5/12/2025 indicated conflicts with PGC for Marsh Wren and two other species and with PFBC for triangle and alewife floater freshwater mussel species. No detailed habitat assessments are anticipated during this phase of the project.

One agency field meeting will be coordinated with PGC, PFBC, and USFWS. The project will be introduced to the agencies and potential impacts to habitat will be discussed for each alternative under study. A.D. Marble will prepare meeting minutes for this meeting. We anticipate that the District will help to coordinate this field meeting with the agency representatives.

IPaC Coordination

ADM anticipates submitting the project information through the IPaC website to obtain an Official Species List. If the Official Species List generated by IPaC includes the Northern Long-eared bat (*Myotis septentrionalis*) and/or Indiana bat (*Myotis sodalis*), we will perform the *FHWA, FRA, FTA Programmatic Consultation for Transportation Projects affecting NLEB or Indiana Bat* determination key evaluation as prompted by IPaC. Bridge Bat Assessments are not scoped at this stage of design; they will be scoped in the next phase.

TASK 6.1 – Archaeology

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

ADM has been assigned these services for this agreement.

M&M will provide coordination and oversight for the work performed by our sub-consultant as described below.

ADM

ADM will conduct a Phase IA archaeological assessment for the project area. All archaeological studies undertaken in association with this project will be done at the direction of the District 4-0 Cultural Resource Professional (CRP). The Phase IA archaeological survey will assess the potential of the project area to contain intact archaeological resources and determine Phase IB survey efforts, if warranted. The Phase IA survey will consist of three tasks: background research, pedestrian reconnaissance, and reporting.

Background Research - Background research will provide information on the presence and location of all documented cultural resources within the project area. Such resources would include precontact and historic archaeological sites listed on the national and state registers of historic places or considered eligible or potentially eligible for listing.

Background research will entail a review of archaeological site files that are maintained by the Pennsylvania State Historic Preservation Office (PA SHPO) and the online Pennsylvania's State Historic and Archaeological Resource Exchange (PA-SHARE). Published local, regional and state historical literature and archaeological investigation reports will also be reviewed. In addition, historic maps and atlases will be reviewed. The institutions from which historic sources may be collected and reviewed include the State Historic Preservation Office and local historical societies. Knowledgeable residents and avocational historians and archaeologists may also be interviewed as part of the data collection process. Local individuals may provide valuable information on the history of the project area.

Geomorphology - ADM will conduct a geomorphological assessment within the floodplain portion of the APE. Testing will establish the potential depth of archaeological-resource bearing deposits and the potential for encountering intact archaeological resources within the project area. Geomorphological testing will be accomplished by the project geomorphologist who will examine soil profiles. It is anticipated that the profiles will be manually exposed via the use of a bucket auger. Upon review of the soil data, the geomorphologist will assess the potential for buried, intact land surfaces and delineate potential depths of archaeological deposits.

Reconnaissance - ADM will conduct a pedestrian reconnaissance of the proposed project area. The principal investigator will undertake field reconnaissance to assess the conditions of the project area. Specific attention will be paid to the current and former topography and physiography, the existing landcover conditions and the presence of current and former historic structures within the project area. Consideration of the nature and extent of historic and recent disturbances will help determine the extent that past activities and land uses would have affected archaeological resources that are potentially present in the project area.

Reporting - ADM will prepare a Phase IA report that details the results of the survey and background research. The report will focus on the assessment of the integrity of the potential resources and the level of disturbance throughout the project area. The report will also include maps, photographs, and graphics, as appropriate, to illustrate the results of the study. Ultimately the report will identify areas of precontact and historic archaeological sensitivity, including the PA SHPO's Statewide Pre-contact Probability Model Testing Form, and provide recommendations for any next steps. The methodology of any future proposed testing (if required) will conform to PennDOT's methodology as outlined in *Publication 689*, where feasible.

One (1) digital copy of the report will be submitted to M&M for submission to PennDOT Engineering District 4-0 for review and comment. After any PA SHPO comments have been incorporated, final copies of the report will be submitted for distribution to Modjeski and PennDOT. Along with the report, ADM will provide GIS shapefiles of the archaeology LOD to PennDOT for submission to the PA SHPO's PA-SHARE system.

All work described above will be conducted in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and the implementing regulations (36 CFR 800) of the Advisory Council on Historic Preservation. All methods and techniques proposed for this survey will be conducted in accordance with the PA SHPO's *Cultural Resource Management in Pennsylvania: Guidelines for Archaeological Investigations* (2017), PennDOT's *Cultural Resources Handbook Publication 689* (2023), and relevant National Register bulletins.

TASK 7.1 – Above Ground Historic Properties: Historic Structures, Buildings, Districts, and National Historic Landmarks

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

ADM has been assigned these services for this agreement.

M&M anticipates attending up to one (1) virtual Consulting Party Meeting under this task by two (2) representatives.

M&M will provide coordination and oversight for the work performed by our sub-consultant as described below.

ADM

No HRSFs are included in this scope of work.

Consulting Parties

At the direction of the District 4-0 CRPs, ADM will prepare a list of potential consulting parties, including but not limited to, property owners in the APE, local government, and any other individuals or organizations with a potential interest in the project. It is anticipated that ADM will prepare and mail the consulting party solicitation package to all potential consulting parties. A maximum of fifty (50) potential consulting parties is assumed. It is also assumed that subsequent communications with consulting parties will be conducted by the PennDOT CRPs through email or PATH.

We will attend one (1) consulting party meeting for this stage of the project to discuss historic properties, in general, as well as the results of the Historic Bridge Rehabilitation Analysis (see Task 15). Two (2) representatives from ADM (one architectural historian and the project manager) will attend the meeting. This proposal assumes we will prepare a PowerPoint presentation, attend one practice session, and no handouts or poster boards will be required. ADM will prepare and distribute the meeting minutes. We assume the consulting party meeting will be held at a municipal or county facility, and there will not be a rental fee.

TASK 8.1 – Surveys

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

M&M will conduct a field view/site investigation to verify the survey data. It is assumed this will be one (1), two-person field day.

M&M will provide coordination and oversight for the work performed by our sub-consultant as described below.

VERDANTAS

Verdantas will use a two-man field crew with GPS-RTK along with conventional total stations to perform the field survey outlined below:

- Establish horizontal and vertical control. Recover SR 11 reference circle evidence and existing property corners. (2 days anticipated for this task)
- Conduct 3D survey of the intersection of SR 11 and Broadway Street. The survey will extend 500' in each direction along SR 11 and extend from the northerly right of way

line of SR 11 southerly to the bank of the Susquehanna River. (5 days anticipated for this task)

- Survey existing bridge low chords, abutments and piers of the bridge over the Susquehanna River. Verdantas assumes that existing cross sections and bathymetric data within the effective HEC-RAS model are sufficient to complete the hydraulic analysis. As FEMA Model data will be used for design, a bathymetric survey will not be completed. If additional survey is required by regulatory agencies, this can be provided at additional cost. (3 days anticipated for this task).
- Conduct a 3D survey of the southern approach to the bridge over the Susquehanna River. The survey will be 300' wide centered on the existing roadway and extend 1,700 feet southerly from the bank of the Susquehanna River. (4 days anticipated for this task)
- These tasks include locating utilities and wetlands delineation flagging. This task does not include Structure Borings. Structure Borings will be included in Preliminary Engineering after a preferred alternative has been identified.

Verdantas will compile Notice of Intent-to-Enter letters (NOITEs). Research for owner information will be performed under the Preliminary Right-of-Way (ROW) Activities. Upon approval and signature, Verdantas will mail the NOITE letters via Certified Mail. It is anticipated no more than forty (40) letters will be mailed.

Verdantas will submit PA One Call web tickets prior to commencement of field surveys. Field surveys will be performed in accordance with PennDOT Publication 122M - Surveying and Mapping Manual.

Verdantas will coordinate with Norfolk Southern Railroad for right of entry permits for property access.

Verdantas will submit a PA One Call web ticket prior to commencement of field surveys.

Survey data will be compiled and drafted using OpenRoads Designer, utilizing current PennDOT standards and templates, and compiled in compliance with PennDOT CADD standards. Drafted survey data will be delivered as a digital base map suitable for preliminary engineering.

Traffic control required for conventional survey of drainage structures will be provided in accordance with PennDOT policies and publications.

TASK 9.1 – Preliminary ROW Activities

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

The reconstruction of the existing bridge, reconstruction/widening of the roadway approaches, re-grading of embankments, improvements to the drainage and storm water management systems, and development of a preliminary E&S Plan will all have an effect on determining the limits of required right-of-way and temporary construction easements. M&M will evaluate the Right-of-Way (ROW) impacts associated each of the alternatives (5) and a summary will also be included in the Alternative Analysis Report. Preliminary ROW impact costs will be determined and will also be included. It is assumed that up to fourteen (14) properties will be impacted by temporary construction easements or required ROW takes.

M&M will also provide coordination and oversight for the work performed by our sub-consultant as described below.

Verdantas

Verdantas will provide Right-of-Way support services for this task.

Verdantas will perform deed research and obtain current deeds for all properties with frontage along SR 11 and Broadway street within the project limits. Prepare a deed mosaic of properties. Verdantas assumes that existing utility easement information will be provided by the utilities and is not included in this work. (2 days anticipated for this task)

Verdantas will coordinate with UGI Utilities to obtain existing right-of-way data from valuation and track maps (former railroad area owned by PGW Trustee Co per the Luzerne County Tax Maps).

Verdantas will Perform County Tax Record Investigation(s) and provide an up-to-date list of property owner names and addresses of 14 parcels impacted by the project. The list of property owners and addresses will be provided to the district in electronic format (excel).

Title searches are not included with this task. Title searches will be completed by others within another design part.

Verdantas will establish the existing legal right-of-way for SR 11 and Broadway Street and update the preliminary property mosaic based on the reference circle information and property corners. Resolution of properties with incorrect or missing deed callouts are not included in this task. Verdantas will request existing right of way plans within the project limits.

Verdantas will provide the existing legal right-of-way lines, preliminary property matrix, and property deed mosaic on SR 0011 from Bridge Street to approximately 600' beyond the intersection with Broadway Street and on Broadway Street from SR 0011 to North Walnut Street.

Verdantas also assumes that any existing easements or rights-of-way will be obtained from the utilities companies for inclusion on the right-of-way plan under task 11.

For proposal purposes, it is assumed that fourteen (14) parcels will have minor permanent or temporary takes for which claim blocks will be provided.

TASK 10.1 – Hydrologic and Hydraulic Report

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

Verdantas has been assigned these services for this agreement.

M&M will provide coordination and oversight for the work performed by our sub-consultant as described below.

Verdantas

Verdantas will perform this task in accordance with the Department's scope of work and as follows:

Verdantas will develop the existing conditions model and conduct hydraulic modeling for up to 5 alternatives as described in Task 13 and prepare a report comparing results of the analysis for Broadway Street over the Susquehanna River.

1. Data Collection and Review

Verdantas will perform a thorough review of the site and collect relevant existing data including FEMA Flood Insurance Rate Maps (FIRMs), Flood Insurance Studies (FIS), Luzerne County Act 167 Plan, topographic and LiDAR data, the effective FEMA hydraulic model, and any previous H&H studies or drainage reports that may have been completed at this structure. This phase also includes utilizing the survey data collected in Task 8 to verify structural elevations and hydraulic opening to inform the analysis. Field reconnaissance will also be conducted to verify drainage patterns, identify existing hydraulic structures, and document site conditions through photographs and field notes.

2. Hydrologic Analysis

The hydrologic analysis will involve collecting peak flow data for events of various return intervals. Multiple sources and methods will be considered and compiled into the H&H Report for comparison, including a statistical flood frequency analysis of the USGS gage located on the North Street Bridge approximately 7.80 miles upstream. Ultimately, the peak flows selected for use in the hydraulic analysis must be calculated using a methodology approved by PennDOT according to DM-2 Chapter 10, Section 10.6.

3. Existing Conditions Model Development

1-Dimensional hydraulic modeling will be performed using the United States Army Corps of Engineers' (USACE) Hydrologic Engineering Center River Analysis System (HEC-RAS) to simulate existing, temporary, and proposed conditions. Verdantas has acquired the FEMA effective model in HEC-RAS format which was developed by USACE following the record Susquehanna River flooding of Tropical Storm Lee in 2011. The model obtained by Verdantas extends from the Wyoming County border to the lower limits of Northumberland County; however, the model will be truncated to focus on the project region.

The corrected effective/existing conditions model will be developed by incorporating site specific features, topography, and bathymetry into the truncated FEMA Effective model. Bridge geometries will be revised as necessary according to project survey data. Project flows calculated during the hydrologic analysis will be utilized in the existing conditions model in addition to FEMA Effective flow rates.

4. Alternatives Modeling

It is anticipated that the Hydraulic Alternatives Analysis will include the following 5 scenarios:

- Alternative 1: Bridge Rehabilitation – assume equivalence to existing conditions
- Alternative 2: Bridge Approach Span Rehabilitation with Truss Span Superstructure Replacement
- Alternative 3: Full Bridge Superstructure Replacement
- Alternative 4: Full Bridge Replacement on Alignment
- Alternative 5: Full Bridge Replacement off Alignment

The proposed modeling will include hydraulic structures such as bridges and culverts, channel cross sections, floodplain obstructions, ineffective flow regions, and other relevant hydraulic parameters with the potential to impact water surface elevations, flow velocities, and floodplain extents. The model will extend a sufficient distance upstream and downstream of the project bridge as necessary to ensure any impacts to the regulatory WSEs tie-in to existing water surface profiles; any hydraulic structures existing within these limits will be included in the analysis (e.g. existing railroad bridge approximately 650 feet downstream). The analysis will assess the impacts of alternatives on flood risk and conveyance capacity with the project objective of preventing any increases to the base flood elevation (BFE).

Temporary Conditions will not be considered as part of the alternatives modeling task.

5. Technical Memorandum

Verdantas will compile results of the alternatives analyses into a technical memorandum. This document will consist of project background information, hydrologic data and project flow development methods, documentation of changes made to the FEMA Effective model, existing

conditions model parameters, and a description and results of each modeled alternative. Information presented in the technical memorandum will be incorporated into the H&H report prepared in Preliminary Design.

TASK 11.1 – Preliminary Utility Coordination

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

Utility coordination will be completed through the URMS system.

M&M will conduct utility identification and coordination activities under this task. Prior to initial project survey M&M subconsultant Verdantas will conduct a design PA One Call under the Survey task for the project corridor. Our subconsultant Verdantas will also locate all existing utilities and easements within the project study area and place the information on the project base plans under the Survey task. The location of utilities will be derived from information from the utility owners including field markings and existing plans. M&M will perform a utility field view by two (2) staff members to observe existing aerial and visible underground utility features. After gathering utility location information and preparing the master utility preliminary plan, M&M will assess the impacts the proposed project will have on the existing utilities.

A request for verification from each utility concerning the type and locations of their facilities at or adjacent to the project will be prepared in accordance with DM Part 5 and completed via the URMS system. A copy of the topographic base-mapping prepared for the design of the project will be included with the utility verification request. M&M assumes ten (10) utilities providers are within the project limits of work and will receive utility verification plans.

Copies of all correspondence from utilities will be documented in URMS. Information obtained from each utility will be added to the roadway and structure plans and a summary of all responses maintained in the project files.

Utility impacts or relocations are anticipated, and the extent will vary with the selected alternative. The anticipated utility impacts will be compiled for each alternative and provided for inclusion in the alternatives analysis report.

Utility coordination meetings may be necessary to bring all utilities together to discuss potential impacts. One (1) utility field coordination meeting and one (1) virtual meeting are anticipated to be attended by two (2) staff members under this phase.

TASK 12.1 – Public Involvement

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

Consulting Party meetings are described in Task 7. M&M will assist the County's Project Manager and Department's Project Manager and Community Relations Coordinator (CRC) with the development and implementation of Public Information and Public Involvement activities. The Scope of Services proposed under this task includes attendance in two (2) in-person Public Meetings or plans display by four (4) individuals for the presentation of the preliminary design, evaluation of adverse environmental effects, impacts to adjacent properties, construction staging, and schedule. It is assumed that the public meetings will be an open-house format, with display stations staffed by the project team. M&M will compile the PMC Packet for the public meetings with assistance from the project team. The PMC packet will be submitted to the County and District for review. We assume one (1) dry run to be performed virtually with the County and the Department prior to the scheduled Public meetings. M&M will be assisted by subconsultants ADM and Verdantas.

M&M will provide data to the County for inclusions on the project's website to be housed by the County. The County will update the project information on the website with content provided by the design team. An online public comment form will be available throughout the project.

Additional coordination efforts will be made with the local municipalities to determine if there are any community facilities or services located near the project area and to determine where emergency services are located. Emergency services and the school district will be contacted to determine how they will be affected by the preliminary traffic control approach.

All public involvement for the project will be conducted in accordance with PennDOT's Public Involvement Handbook, Publication 295. M&M will develop and prepare various materials for the meetings including, location maps, meeting agendas, handouts, large scale color plans (up to 6'), presentation displays, and a Powerpoint presentation. M&M subconsultant ADM will prepare a public notice, invitation letters, mailing list for the invitations, newspaper advertisements, and coordinate the meeting location and facilities to the public meetings.

M&M anticipates that up to six (6) exhibits will be prepared for public presentation. M&M will develop a 3D rendering of the preferred alternative to assist in public visualization during the public meetings. M&M will provide coordination efforts to schedule the three (3) meetings. Detailed meeting minutes will be submitted by M&M to PennDOT within ten (10) working days following the meetings.

M&M will also provide coordination and oversight for the work performed by our sub-consultants as described below

ADM

Consulting Party meetings are described in Task 7. The design team will not interact with the Federally Recognized Tribes; instead, as described in Task 6, we will provide documentation and materials to the CRP for their coordination with the tribes.

ADM will assist with the public involvement activities. Specifically, we will:

- Attend 2 in-person public meetings. Two representatives from ADM will attend the public meeting.
- Attend 2 dry run meetings virtually. Two representatives from ADM will attend the dry runs.
- ADM will develop content for environmental related information for one environmental display board.
- A.D. Marble will not attend separate public officials meetings. If public officials meetings are held on the same day as the in-person public meeting, two A.D. Marble staff will attend them.

Verdantas

Verdantas will assist with the public involvement activities. Specifically, Verdantas will:

- Attend 2 in-person public meetings. Two (2) representatives from Verdantas will attend the public meetings.
- Attend 1 dry run meeting virtually. Two (2) representatives from Verdantas will attend the dry run.
- Develop content for E&S/Permitting information for one (1) display board
- Public Meeting organization/preparation/attendance
- Invitation letters to public officials, adjacent property owners, stakeholders, and others identified by the project team as the project progresses (maximum 200 letters)
- Develop a comment card (200 copies)
- One (1) page meeting handout (200 copies)
- Coordination for Public Meeting (newspaper, venue, comment forms)
- Preparation of name tags, sign-in sheets and wayfinding signs
- Preparation of public meeting minutes and/or meeting summary

The public meeting will be advertised in the local newspaper along with various media outlets and the County's website. The venue for the public meeting will be ADA accessible. The one (1) page handout for the meeting will be prepared and sent to the District for comment. The handout will include one to two-page color 8 ½ by 11 documents (it is assumed this will be a double-sided handout). For purposes of this proposal, trifold handouts will not be prepared. Handouts will convey information such as project activities and maps. A maximum of two

hundred (200) copies of the handout will be prepared. It is assumed that the handout will be used at the public meetings.

The public meeting will be attended by two (2) Verdantas staff. Sign-in sheets and wayfinding signs will be prepared. The public notice will run in two (2) newspapers for one (1) date. M&M and Verdantas will draft all materials for review by the District Press Office and make revisions to create the final meeting materials. Verdantas will assist M&M in preparing meeting minutes following the meeting.

TASK 13.1 – Alternatives Analysis and Development

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

The M&M project team will complete evaluations of up to five (5) alternate schematics for the project. The alternatives will be prepared in detail, identifying advantages and disadvantages of each alternative. General plan, elevation views and typical sections will be developed for each alternative along with other necessary plans to identify all layouts and impacts.

The analysis will evaluate each alternate cost, associated benefits, disadvantages, constructability/staging, safety, effectiveness based on project needs/expectations, operational efficiency and extent of impacts to environmental, cultural resources, historic, section (f), utility, right-of-way, and traffic impacts. Conceptual cost estimates will be developed and included in the analysis.

The project design will include the evaluation of the following possible structure alternatives individually or in combination:

- Full Bridge Rehabilitation
- Full Bridge Superstructure Replacement
- Full Bridge Replacement on Alignment
- Full Bridge Replacement off Alignment
- Superstructure Rehabilitation of approach spans and Replacement of River Spans

The structure evaluation will be conducted at the same time as the development of the project alternatives for each of the five (5) alternatives. Prestressed concrete and steel material options will be considered for each replacement layout. The geometry for each will be coordinated with the H&H developed for each alternative. Cost estimates will be developed for each alternative. Conceptual drawings will be prepared to evaluate the constructability and phasing of each alternative. Any related special details for each alternative will be included in the Alternative Analysis Report.

The constructability and construction footprints of each alternative will be evaluated. Preliminary layouts will be developed including anticipated staging during construction, temporary geometry, structure crane pad locations, staging/storage areas, excavation and excavation support limits, erosion and sedimentation control features and drainage features. These footprints will be used to determine the impacts of the alternatives, and to facilitate early environmental and ROW coordination for the preferred alternative early in preliminary design.

M&M will prepare an Alternatives Analysis Report to summarize the study findings. The Alternatives Analysis Report will include narrative description of each alternative; discussion of anticipated impacts with respect to environmental/cultural resources, utilities, right-of-way, and traffic control; operational analysis overview; constructability (construction staging, demolition of the existing structure, erection of the proposed structures and material delivery to the project site), anticipated geotechnical foundation types and estimated construction costs.

For each alternative, M&M will provide conceptual plan sheets with adequate detail to identify the limits and impacts of each. The roadway plan sheets will depict line and grade of the alternative, existing and required right-of-way, including construction easements, and locations of identified environmental features and cultural resources. Structure general plan, elevation, typical section sheets with phasing will be included. Conceptual level traffic control plans will be developed and included under this task.

The report will include conceptual cost estimates for all of the alternatives developed. A matrix to compare each alternative along with a recommended alternative will be included.

The anticipated deliverable for this task will be an Alternatives Analysis Report documenting the following:

- A statement of the project’s Purpose and Need.
- A narrative of existing conditions and environmental features in the study area.
- An environmental constraints map of the study area.
- Typical section, plan and profile exhibits for each alternative drawn at an appropriate scale.
- Conceptual plans for the structure alternatives.
- Operational, environmental, constructability, right-of-way analysis for each alternative.
- Conceptual intersection improvement plans, as required.
- A comparison matrix of impacts/features for all alternatives.
- Conceptual Cost Estimates for the presented alternates.
- A narrative identifying the preferred alternative and how it meets the project’s Purpose and Need.

M&M will be assisted by our subconsultants for work under this task.

M&M anticipates attending two (2) virtual meetings with the County, PennDOT, and FHWA personnel and one (1) virtual meeting with project stakeholders by four (4) attendees for this task.

M&M will provide up to ten (10) copies (five (5) draft copies and five (5) final copies) and a pdf copy of the Alternatives Analysis Report consisting of a cover page, narrative summary of the alignment alternatives, impacts (environmental, utilities, right-of-way, MPT) and costs associated with each.

ADM

ADM will assist in the development of the alternative analysis to evaluate all impacts to environmental and cultural resources for each alternative. ADM will obtain and review previous planning and engineering studies for the project study area. We anticipate the study area will include 500 feet upstream and downstream of the West Nanticoke Bridge. ADM will prepare a preliminary description of resources present for the project site, an environmental constraints map, and environmental matrix summarizing the impacts of each alternative. Environmental and cultural resources to be mapped include: potential historic sites; areas of high to moderate probability for archaeology; potential Section 4(f) resources; sites of recognized environmental concern; Stafford Act flood buy-out parcels; potential grant encumbered properties, and potential threatened and endangered species conflicts.

The limits of each resource will be determined by coordinating with the appropriate entity and with PennDOT to determine if any properties are covered by any grant programs. The location of wetlands and waterways will be included. A summary of environmental impacts for each alternative will be provided to M&M.

ADM anticipates attending two (2) virtual meetings with the County and PennDOT personnel and one (1) virtual meeting with project stakeholders by two (2) attendees for this task.

Verdantas

Verdantas will evaluate all conceptual Erosion and Sedimentation Pollution Control and H&H impacts for each alternative under this task. Verdantas anticipates attending two (2) virtual meetings with the County, PennDOT, and FHWA personnel and one (1) virtual meeting with project stakeholders by two (2) attendees for this task.

L&V

The Traffic Analysis Summary Report prepared by L&V will detail the analysis results and be incorporated into the Alternative Analysis Report.

Based on the results of the alternatives evaluation, L&V will consider the need for improvements to the adjacent intersection. Conceptual plans will be developed showing the proposed improvements and anticipated traffic signal locations. It is anticipated that two (2) plan sheets will be needed for each concept.

Conceptual cost estimates will be developed for each concept and included with the overall alternative estimates for comparison.

L&V will complete an operational analysis for each of the alternatives evaluated and a summary will also be included into the Alternative Analysis Report.

L&V anticipates attending two (2) virtual meetings with the County, PennDOT, and FHWA personnel and one (1) virtual meeting with project stakeholders by one (1) attendee for this task.

AGES

AGES will provide conceptual level geotechnical information to support design for each alternative. AGES will review the geology and mining conditions in the project area and also the existing structure plan, existing boring information, and bridge inspection reports. A coal status report will be requested, and a field visit will be completed. Preliminary cost information will be provided to support the development of the Alternative Analysis Report. AGES anticipates piles will be considered for the foundation support during the Alternative Analysis phase. Other foundation support will be evaluated during the next phase of preliminary engineering.

AGES anticipates attending two (2) virtual meetings with the County, PennDOT, and FHWA personnel.

TASK 14.1 – Feasibility Analysis (for Historic Bridges)

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

M&M will prepare a Historic Bridge Rehabilitation Analysis Report (HBRA) for the West Nanticoke Bridge to determine if rehabilitation is the most practical and feasible alternative per the project purpose and need. The report will explain why the bridge is National Register eligible and identify their character-defining features of each bridge that are critical to its ability to convey its historic significance. M&M will be assisted by our subconsultant ADM in preparation of the report. Section 106 requirements, FHWA's Historic Bridge Program, and the Interior's Standard for Rehabilitation will be taken into consideration.

M&M anticipates attending three (3) virtual coordination meetings with the County, PennDOT, and FHWA personnel by two (2) attendees for this task.

M&M will provide coordination and oversight for the work performed by our sub-consultant as described below.

ADM

Historic Bridge Rehabilitation Analysis

ADM will assist in the preparation of the HBRA for the West Nanticoke Bridge (Resource No. 1986RE00413). The purpose of the rehabilitation analysis is to determine if rehabilitation of the bridge is the most prudent and feasible alternative according to the project purpose and need. As directed by PennDOT Publication 689, Cultural Resources Handbook, a bridge engineer who has an understanding of what makes a bridge historic will take the lead in the preparation of the documents. To that end, ADM will assist the M&M team in the preparation of the rehabilitation analysis by preparing an explanation of why the bridge is National Register eligible, as well as a discussion of those character-defining features of each bridge that are critical to its ability to convey its historic significance. The report will be prepared by the M&M team in coordination with ADM architectural historians that meet the Secretary of the Interior's Professional Qualification Standards. The report will undertake an investigation of rehabilitation alternatives and will take into account the requirements of Section 106, the Secretary of the Interior's Standard for Rehabilitation, and FHWA's Historic Bridge Program (Title 3, Section 144(o)).

To assist in the preparation of the HBRA, ADM will compile recent photographs of the bridge and its setting, as needed. Illustrations conveying structural deficiencies and any other graphic information pertinent to the rehabilitation analysis will be prepared by the M&M team. ADM will assist in developing measures to make the bridge adequate without affecting the structure's character-defining features. This proposal assumes a maximum of three (3) coordination conference calls.

TASK 15.1 – Data Collection and Analysis

The M&M team will perform the scope of work in accordance with the Department details and the following:

M&M

L&V has been assigned these services for this agreement.

M&M will provide coordination and oversight for the work performed by our sub-consultant as described below.

L&V

L&V will prepare a Traffic Analysis Methodology Memo early in the project for review and concurrence by the District Traffic Unit. The memo will address the detour route that is currently in place, as well as the approach to the analysis of future conditions at the intersection of SR 11/29 and Broadway Street.

L&V will conduct a field investigation of existing transportation facilities in the project area. Characteristics of the roadway network will be observed, including intersection controls, signs, pavement markings, speed limits, driveways, information for pedestrian accommodations, and temporary traffic conditions.

L&V will utilize a non-professional subcontractor (3rd Party) to collect turning movement counts, including heavy vehicles and pedestrians, at the following signalized intersections:

- W. Main Street (SR 3001)/E. Main Street (SR 2002) and N. Market Street (SR 3001)/S. Market Street
- Main Street (SR 2002) and Kosciuszko Street/Jifkin Street

Data will be collected on an average weekday from 6:30 A.M. to 9:30 A.M. and 1:00 P.M. to 6:00 P.M., and on a Saturday from 10:00 A.M. to 2:00 P.M. Since the bridge is currently closed and the detour in place, the data will be representative of “with detour” conditions.

A separate bicycle count in the vicinity of the bridge will not be performed, as the bridge is currently closed and non-motorized vehicles are prohibited on SR 29.

L&V will review and tabulate the traffic count data for the weekday morning and afternoon and Saturday midday peak hours. Background growth calculations are not expected, as the current PennDOT annual traffic growth rate for an urban non-interstate in Luzerne County is 0%.

Synchro models will be prepared representing “with detour” conditions, excluding the planned future warehouse development traffic volumes described in the Alternative Analysis Report prepared by Benesch. L&V will evaluate whether temporary traffic signal retiming is required for the two existing signals along the detour route.

The previous prepared Alternative Analysis Report for the County includes the data from turning movement counts at the intersection of SR 11/29 and Broadway Street on Wednesday, May 3, 2023 from 6:00 A.M. to 6:00 P.M. The data collection was completed in 15-minute increments to quantify light vehicles, heavy vehicles, buses, bicycles, and pedestrians. This data

is expected to be used as the basis for the analysis of future conditions at the intersection of SR 11/29 and Broadway Street.

Synchro models for the SR 11/29 and Broadway Street intersection will be created utilizing the base turning movement count volumes and planned future warehouse development volumes from the Benesch Alternative Analysis Report. L&V will research whether there is other area developments proposed, and perform trip generation and assignment overlay as applicable.

The online Pennsylvania Crash Information Tool will be utilized to update and evaluate crash records from most recent 10 years of available data. The data will be diagrammed and evaluated for patterns or characteristics suggesting inadequate geometry or other safety concerns within the project area.

The weekday morning and afternoon peak hours analysis applicable to the intersection of SR 11/29 and Broadway Street include traffic signal warrants, turn lane warrants and storage, left turn signal phasing, capacity/Level of Service, and queues. Impacts will be identified for an accurate comparison of up to five (5) alternatives considered.

Documentation will consist of a Traffic Analysis Summary Report (as an appendix to the Alternative Analysis) that summarizes all findings and recommendations. Attachments will include count data, figures, analysis worksheets, and Synchro output reports. Electronic delivery of the Traffic Analysis Summary Report (as an appendix to the Alternative Analysis) is anticipated.

It is assumed that L&V will attend up to three (3) virtual design meetings associated with this task.

Deliverable anticipated with this task:

- Traffic Analysis Methodology Memo
- Traffic Analysis Summary Report (as an appendix to the Alternatives Analysis)

Exhibit “B”

Date: 2025-11-14
 Project: West Nanticoke Bridge Project
 Agreement: L00935
 Work Order/Part: 1
 Amendment: 0

Modjeski & Masters
 100 Sterling Parkway, Suite 302
 Mechanicsburg, PA 17050

Method of Payment: Cost +
 Overhead Rate: 166.220%
 Profit Factor: 0.0845
 Escalation Rate: 4.291%

Task No.	Task Description	MM	Verdantas	ADM	AGES	L&V	Arrow	Lexis	Total
1.1	Project Management/Administration	81	76	59	12	25	0	0	253
2.1	Wetland and Water Studies	38	0	186	0	0	0	0	224
3.1	Purpose and Need	63	0	100	0	0	0	0	163
4.1	Hazardous and Residual Waste	16	0	266	0	0	0	0	282
5.1	Threatened and Endangered Species	16	0	67	0	0	0	0	83
6.1	Archaeology	12	0	210	0	0	0	0	222
7.1	Above Ground Historic Properties: Historic Struct	14	0	70	0	0	0	0	84
8.1	Surveys	32	600	0	0	0	0	0	632
9.1	Preliminary ROW Activities	68	102	0	0	0	0	0	170
10.1	Hydrologic and Hydraulic Report	48	336	0	0	0	0	0	384
11.1	Preliminary Utility Coordination	54	0	0	0	0	0	0	54
12.1	Public Involvement	436	176	92	0	0	0	0	704
13.1	Alternatives Analysis and Development	678	144	130	248	192	0	0	1392
14.1	Feasibility Analysis (for Historic Bridges)	132	0	58	0	0	0	0	190
15.1	Data Collection and Analysis	32	0	0	0	320	0	0	352
		1720	1434	1238	260	537	0	0	5189

Task No.	Task Description	MM	Verdantas	ADM	AGES	L&V	Arrow	Lexis	Total
1.1	Project Management/Administration	\$ 21,097.32	\$ 13,501.30	\$ 14,616.80	\$ 2,241.93	\$ 3,685.53	\$ -	\$ -	\$ 55,142.87
2.1	Wetland and Water Studies	\$ 9,919.12	\$ -	\$ 23,716.82	\$ -	\$ -	\$ -	\$ -	\$ 33,635.93
3.1	Purpose and Need	\$ 15,819.79	\$ -	\$ 16,989.75	\$ -	\$ -	\$ -	\$ -	\$ 32,809.54
4.1	Hazardous and Residual Waste	\$ 4,167.37	\$ -	\$ 40,531.76	\$ -	\$ -	\$ -	\$ -	\$ 44,699.13
5.1	Threatened and Endangered Species	\$ 4,677.85	\$ -	\$ 11,457.62	\$ -	\$ -	\$ -	\$ -	\$ 16,135.46
6.1	Archaeology	\$ 3,380.77	\$ -	\$ 34,175.05	\$ -	\$ -	\$ -	\$ -	\$ 37,555.81
7.1	Above Ground Historic Properties: Historic Struct	\$ 3,646.45	\$ -	\$ 10,369.23	\$ -	\$ -	\$ -	\$ -	\$ 14,015.68
8.1	Surveys	\$ 7,326.76	\$ 96,376.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,703.24
9.1	Preliminary ROW Activities	\$ 14,687.37	\$ 17,225.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,913.36
10.1	Hydrologic and Hydraulic Report	\$ 13,035.64	\$ 57,134.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,170.40
11.1	Preliminary Utility Coordination	\$ 11,985.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,985.90
12.1	Public Involvement	\$ 101,395.63	\$ 26,479.10	\$ 16,227.17	\$ -	\$ -	\$ -	\$ -	\$ 144,101.90
13.1	Alternatives Analysis and Development	\$ 161,292.80	\$ 23,980.78	\$ 17,889.08	\$ 40,412.30	\$ 28,304.83	\$ -	\$ -	\$ 271,879.78
14.1	Feasibility Analysis (for Historic Bridges)	\$ 34,413.95	\$ -	\$ 8,818.90	\$ -	\$ -	\$ -	\$ -	\$ 43,232.85
15.1	Data Collection and Analysis	\$ 9,866.17	\$ -	\$ -	\$ -	\$ 47,174.72	\$ -	\$ -	\$ 57,040.89
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Direct Costs	\$ 4,766.00	\$ 22,138.80	\$ 6,497.40	\$ 396.64	\$ 2,045.00	\$ -	\$ -	\$ 35,843.84
	Total Cost	\$ 421,478.87	\$ 256,837.22	\$ 201,289.56	\$ 43,050.86	\$ 81,210.08	\$ -	\$ -	\$ 1,003,866.60

Exhibit “C”

Municipalities Standard Agreement Special Requirements

February 24, 2014

1. Certificate of Authority

The Consultant shall obtain a Certificate of Authority from the Pennsylvania Department of State authorizing the Consultant to do business in Pennsylvania if the Consultant is conducting business as:

(A) A Corporation not incorporated under the laws of Pennsylvania;

(B) A business with headquarters within or without the Commonwealth of Pennsylvania and operating under a fictitious name.

2. Scope Conflict

The Consultant's Technical Proposal has been accepted by the Municipality subject to the modifications, additions, and amplification set forth in the Agreement. The provisions in this Agreement and the Department's Scope of Work and Services shall govern where a conflict occurs with any Scope of Work and Services set forth in the Consultant's Technical Proposals.

3. Monitoring of Costs

When the costs incurred by the Consultant for any Category of Compensation other than Lump Sum for Fixed Fee, Lump Sum, or Cost Per Units, for any Part of this Agreement, reaches seventy-five (75) percent of the maximum not to be exceeded amount stipulated for that category, the Consultant shall cease work on that Part and evaluate the status of the entire Agreement. Work shall not recommence and the Municipality will not process any invoices on that Part of the Agreement unless one of the following actions has occurred:

- A. The Consultant has evaluated the status of the work and services required for that Part under the terms of the Agreement and verifies in writing that all of the work and services required for that Part can be provided without exceeding the maximum amounts stipulated in the agreement.
- B. The Consultant has evaluated the status of work and services required to be provided for that Part under the terms of the Agreement and has requested a supplemental for additional funds to complete the work and services. The Municipality has reviewed the Consultant's request, has agreed that the Supplemental Agreement request is justified, and has notified the Consultant in writing that they may continue with the

work and services up to the maximum not to be exceeded amounts stipulated for that Part of the Agreement.

4. Payment to Subconsultant/Subcontractor

- A. All monies received by the Consultant for services and work furnished by a Subconsultant/Subcontractor shall be paid in full to that Subconsultant/Subcontractor within fourteen (14) calendar days of the date the Consultant received payment from the Municipality.
- B. It shall be the Consultant's responsibility to insure prompt payments to any and all lower tier Subconsultants/Subcontractors.

5. Federal Funds

If funds are provided by the Federal Highway Administration (FHWA) for participation in the cost of this Agreement, the work and services to be provided by the Consultant, as set forth in this Agreement, will be subject to and will be governed by the requirements of the Department Specifications, Publication 442, with respect to the review, comments and acceptance by the Department and by the Federal Highway Administration.

- (a) Public Law 101-121, Section 319, prohibits Federal funds from being expended by the recipient or any lower tier sub-recipients of the Federal contract, grant, loan or cooperative agreement to pay any person

for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

6. Maximum Direct Cost Other Than Payroll Reimbursement

The Municipality shall not accept any charges for subsistence or travel with rates in excess of the maximum State rates set forth in appropriate directives promulgated by the Governor's Office, Commonwealth of Pennsylvania (Currently Management Directive 230.10).

RESOLUTION R-2026-____
LUZERNE COUNTY COUNCIL

*A Resolution of Luzerne County Council
Increasing the Salary of the Clerk of County Council*

WHEREAS, pursuant to Section 2.09.A.7. of the Luzerne County Home Rule Charter, Luzerne County Council has the power to appoint and compensate a Clerk of County Council in keeping with the annual budget appropriation for County Council; and

WHEREAS, pursuant to Section 2.09.A.7.a. of the Charter, the Clerk of County Council is a full-time employee and serves at the pleasure of County Council; and

WHEREAS, Luzerne County Council has employed Sharon Lawrence as Clerk to County Council and is also responsible for setting her annual salary; and

WHEREAS, pursuant to Section 2.09.A.7.d., the Chair of County Council or his/her designee is responsible for supervising the Clerk of County Council; and

WHEREAS, recently Luzerne County Council conducted a performance evaluation of Ms. Lawrence's job performance for the year leading up to the evaluation which proved satisfactory; and

WHEREAS, County Council desires to increase the salary of Ms. Lawrence by 2.5% effective January 1, 2026.

NOW, THEREFORE, BE IT RESOLVED, the salary for Sharon Lawrence, the Clerk to Luzerne County Council, shall be increased by 2.5% effective January 1, 2026.

This Resolution shall become effective immediately.

ADOPTED by Luzerne County Council at a meeting held on _____, 2026.

LUZERNE COUNTY COUNCIL

ROLL CALL VOTE:

AYES:

NAYS:

Attest: _____
Sharon Lawrence, Clerk of Council

By: _____
Jimmy Sabatino, Chair

By: _____
Brittany Stephenson, Vice-Chair

**COUNCIL OF LUZERNE COUNTY, PENNSYLVANIA
MOTION TO AMEND THE RULES AND PROCEDURES OF OPERATION FOR THE LUERNE
COUNTY COUNCIL TO DEFINE PUBLIC COMMENT AS A LIVE FORM OF PARTICIPATION
AND FORMALIZE SEPARATE PROCEDURES FOR WRITTEN PUBLIC COMMENT**

Date: 2/24/2026

Introduced By: CHRIS BELLES

MOTION:

I move to amend the RULES AND PROCEDURES OF OPERATION FOR THE LUZERNE COUNTY COUNCIL as follows:

SECTIONS TO BE AMENDED:

15A: Public Comment

15E: Written Public Comment

PROPOSED AMENDMENTS:

EDITED SECTION

15A: Public Comment

The Council encourages the public to direct any address or presentation to County Council **in person or via live remote participation**. Any behavior that is disruptive of the Meeting or meeting decorum may result in removal from the Meeting.

NEW SECTION

15E: Written Public Comment

Residents or taxpayers of Luzerne County who wish to direct any address or presentation to County Council in writing must submit via e-mail to LCCMPC@LuzerneCounty.org. Submissions must include participant's name and municipality and indicate which session and comment period the comments are for. (i.e. Voting Session agenda item, Voting Session non-agenda item, or Work Session) All comments must be submitted by 3:00 PM the day of the Meeting. Emails will be forwarded to Council Members. During the Meeting, the name(s) of sender(s) will be announced and entered into the record. Copies of the emails will be posted to the Agenda Center under the corresponding Meeting at: <https://www.luzernecounty.org/AgendaCenter/Luzerne-County-Council-2>.

RATIONALE:

These changes define the difference between live public comment and written public comment. This motion preserves the reasonable opportunity for residents or taxpayers of Luzerne County to participate in County Council meetings and recognizes that reading all written correspondence is unreasonable and not required or provided by the Pennsylvania Sunshine Act.^A

These changes formalize the customary treatment of written public comment as advertised on the County Council Website.^B

VOTE REQUIRED:

A majority vote of the current members of County Council is required for adoption.^C

Reference Texts

- A. Sunshine Act: 65 Pa.C.S. § 710.1.

“Public participation (a) General rule.-- Except as provided in subsection (d), the board or council of a political subdivision or of an authority created by a political subdivision shall provide a reasonable opportunity at each advertised regular meeting and advertised special meeting for residents of the political subdivision or of the authority created by a political subdivision or for taxpayers of the political subdivision or of the authority created by a political subdivision or for both to comment on matters of concern, official action or deliberation which are or may be before the board or council prior to taking official action. The board or council has the option to accept all public comment at the beginning of the meeting. If the board or council determines that there is not sufficient time at a meeting for residents of the political subdivision or of the authority created by a political subdivision or for taxpayers of the political subdivision or of the authority created by a political subdivision or for both to comment, the board or council may defer the comment period to the next regular meeting or to a special meeting occurring in advance of the next regular meeting.”

- B. Luzerne County Council Website:

<https://www.luzernecounty.org/1279/Council-Meetings-Online>

[“Email prior to meeting – LCCMPC@LuzerneCounty.org](mailto:LCCMPC@LuzerneCounty.org)

Please include your name and municipality in your e-mail and indicate which session and comment period your comments are for. (i.e. Voting Session agenda item, Voting Session non-agenda item, or Work Session) All comments must be submitted by 3:00 PM the day of the Meeting. Emails will be forwarded to Council Members. During the Meeting, the name of the sender and topic will be announced. Copies of the emails will be posted to the Agenda Center under the corresponding Meeting at: <https://www.luzernecounty.org/AgendaCenter/Luzerne-County-Council-2>.”

- C. Luzerne County Council Bylaws:

[“Rule 19B: Amendment of Rules](#)

Any provision in these Council rules may be amended by adoption of a Motion of Council, approved by at least six (6) Members of Council. “

**RESOLUTION R-2026-
LUZERNE COUNTY COUNCIL**

*A Resolution of Luzerne County Council
Appointing a County Council Member to Complete an Unexpired Term as a
County Commissioners Association of Pennsylvania Voting Delegate*

WHEREAS, Luzerne County is a member of the County Commissioners Association of Pennsylvania (“CCAP”); and

WHEREAS, Luzerne County Council, pursuant to its Home Rule Charter, has replaced County Commissioners as the legislative branch of government in Luzerne County; and

WHEREAS, Luzerne County Council is responsible for electing members of its own body to serve as voting delegates of CCAP; and

WHEREAS, a mid-term vacancy exists for a Luzerne County Council member voting delegate; and

WHEREAS, Luzerne County Council wishes to appoint a member of County Council to be a CCAP voting delegate to complete the term of former Council Member Greg Wolovich.

BE IT RESOLVED, Luzerne County Council wishes to appoint _____, a member of Luzerne County Council, with such appointment to remain effective for the remainder of former Council Member Greg Wolovich’s term as a CCAP voting delegate.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of the Luzerne County Council held on _____, 2026.

LUZERNE COUNTY COUNCIL

Attest: _____
Sharon Lawrence
Clerk of Council

By: _____
Jimmy Sabatino, Chair

LUZERNE COUNTY MANAGER

By: _____
Romilda Crocamo, County Manager

RESOLUTION R-2026-_____
LUZERNE COUNTY COUNCIL

***A Resolution by Luzerne County Council Appointing a Member
to the Luzerne County Accountability, Conduct and Ethics Commission***

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, Section 9.04 of the Luzerne County Home Rule Charter sets forth the parameters for appointments to the Accountability, Conduct and Ethics Commission; and

WHEREAS, there exists a vacancy on the Accountability, Conduct and Ethics Commission due to the resignation of a member; and

WHEREAS, County Council wishes to appoint _____, a Democrat, to complete a term expiring 12/31/2028, consistent with Section 9.04 of the Charter.

BE IT RESOLVED, the County Council appoints _____ a Democrat, to the Luzerne County Accountability, Conduct and Ethics Commission with such appointment to remain effective until 12/31/2028, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, _____ shall take the Oath of Office prior to participating in meetings of the Accountability, Conduct and Ethics Commission.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of the Luzerne County Council held on February 24, 2026.

ROLL CALL VOTE ()

YES:
NO:

Attest: _____
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY COUNCIL
By: _____
James Sabatino, Chair

LUZERNE COUNTY MANAGER
By: _____
Romilda Crocamo, Esq., County Manager

RESOLUTION R-2026-_____
LUZERNE COUNTY COUNCIL

***A Resolution by the Luzerne County Council Appointing
a Member to the Luzerne County Recreational Facilities Advisory Board***

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, there exists a vacancy on the Luzerne County Recreational Facilities Advisory Board due to the expiration of the term of a member; and

WHEREAS, the County Council Authorities, Boards and Commissions Committee held public interviews for all interested applicants; and

WHEREAS, County Council wishes to appoint _____ to a term expiring 12/31/2028 consistent with Section 8.02 of the Charter.

BE IT RESOLVED, the County Council appoints _____ to the Luzerne County Recreational Facilities Advisory Board with such appointment to remain effective until 12/31/2028, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, _____ shall take the Oath of Office prior to participating in meetings of the Luzerne County Recreational Facilities Advisory Board.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of Luzerne County Council held on February 24, 2026.

ROLL CALL VOTE ()

YES:

NO:

LUZERNE COUNTY COUNCIL

By: _____
James Sabatino, Chair

Attest: _____
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: _____
Romilda Crocamo, Esq., County Manager

RESOLUTION R-2026-_____
LUZERNE COUNTY COUNCIL

***A Resolution by the Luzerne County Council Appointing
a Member to the Luzerne/Wyoming Counties Area Agency on Aging Advisory Board***

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, there exists a vacancy on the Luzerne/Wyoming Counties Area Agency on Aging Advisory Board due to the expiration of the term of a member; and

WHEREAS, County Council wishes to appoint a Luzerne County citizen to a term expiring 12/31/2028, consistent with Section 8.02 of the Charter.

BE IT RESOLVED, the County Council appoints _____ to the Luzerne/Wyoming Counties Area Agency on Aging Advisory Board with such appointment to remain effective until 12/31/2028, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, _____ shall take the Oath of Office prior to participating in meetings of the Luzerne/Wyoming Counties Area Agency on Aging Advisory Board.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of Luzerne County Council held on February 24, 2026.

ROLL CALL VOTE ()

YES:

NO:

LUZERNE COUNTY COUNCIL

By: _____
James Sabatino, Chair

Attest: _____
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: _____
Romilda Crocamo, Esq., County Manager

RESOLUTION R-2026-_____
LUZERNE COUNTY COUNCIL

***A Resolution by the Luzerne County Council Appointing
a Member to the Luzerne/Wyoming Counties Area Agency on Aging Advisory Board***

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, there exists a vacancy on the Luzerne/Wyoming Counties Area Agency on Aging Advisory Board due to the expiration of the term of a member; and

WHEREAS, County Council wishes to appoint a Luzerne County citizen to a term expiring 12/31/2028, consistent with Section 8.02 of the Charter.

BE IT RESOLVED, the County Council appoints _____ to the Luzerne/Wyoming Counties Area Agency on Aging Advisory Board with such appointment to remain effective until 12/31/2028, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, _____ shall take the Oath of Office prior to participating in meetings of the Luzerne/Wyoming Counties Area Agency on Aging Advisory Board.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of Luzerne County Council held on February 24, 2026.

ROLL CALL VOTE ()

YES:

NO:

LUZERNE COUNTY COUNCIL

By: _____
James Sabatino, Chair

Attest: _____
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: _____
Romilda Crocamo, Esq., County Manager

RESOLUTION R-2026-_____
LUZERNE COUNTY COUNCIL

***A Resolution by the Luzerne County Council Appointing a Member to the Luzerne-Wyoming Counties
Mental Health and Developmental Services Program Advisory Board***

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, there exists a vacancy on the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board due to the expiration of the term of a member; and

WHEREAS, the County Council Authorities, Boards and Commissions Committee held public interviews for all interested applicants; and

WHEREAS, County Council wishes to appoint _____ to a term expiring 12/31/2028 consistent with Section 8.02 of the Charter.

BE IT RESOLVED, the County Council appoints _____ to the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board with such appointment to remain effective until 12/31/2028, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, _____ shall be sworn in and take an Oath prior to sitting on the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board and voting on Board business.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of Luzerne County Council held on February 24, 2026.

ROLL CALL VOTE ()

YES:

NO:

LUZERNE COUNTY COUNCIL

By: _____
James Sabatino, Chair

LUZERNE COUNTY MANAGER

Attest: _____
Sharon Lawrence, Clerk of Council

By: _____
Romilda Crocamo, Esq., County Manager

RESOLUTION R-2026-_____
LUZERNE COUNTY COUNCIL

***A Resolution by the Luzerne County Council Appointing a Member to the Luzerne-Wyoming Counties
Mental Health and Developmental Services Program Advisory Board***

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, there exists a vacancy on the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board due to the expiration of the term of a member; and

WHEREAS, the County Council Authorities, Boards and Commissions Committee held public interviews for all interested applicants; and

WHEREAS, County Council wishes to appoint _____ to a term expiring 12/31/2028 consistent with Section 8.02 of the Charter.

BE IT RESOLVED, the County Council appoints _____ to the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board with such appointment to remain effective until 12/31/2028, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, _____ shall be sworn in and take an Oath prior to sitting on the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board and voting on Board business.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of Luzerne County Council held on February 24, 2026.

ROLL CALL VOTE ()

YES:
NO:

LUZERNE COUNTY COUNCIL

By: _____
James Sabatino, Chair

LUZERNE COUNTY MANAGER

Attest: _____
Sharon Lawrence, Clerk of Council

By: _____
Romilda Crocamo, Esq., County Manager

RESOLUTION R-2026-_____
LUZERNE COUNTY COUNCIL

***A Resolution by the Luzerne County Council Appointing a Member to the Luzerne-Wyoming Counties
Mental Health and Developmental Services Program Advisory Board***

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, there exists a vacancy on the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board due to the expiration of the term of a member; and

WHEREAS, the County Council Authorities, Boards and Commissions Committee held public interviews for all interested applicants; and

WHEREAS, County Council wishes to appoint _____ to a term expiring 12/31/2028 consistent with Section 8.02 of the Charter.

BE IT RESOLVED, the County Council appoints _____ to the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board with such appointment to remain effective until 12/31/2028, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, _____ shall be sworn in and take an Oath prior to sitting on the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board and voting on Board business.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of Luzerne County Council held on February 24, 2026.

ROLL CALL VOTE ()

YES:

NO:

LUZERNE COUNTY COUNCIL

By: _____
James Sabatino, Chair

LUZERNE COUNTY MANAGER

Attest: _____
Sharon Lawrence, Clerk of Council

By: _____
Romilda Crocamo, Esq., County Manager

RESOLUTION R-2026-_____
LUZERNE COUNTY COUNCIL

***A Resolution by the Luzerne County Council Appointing a Member to the
Northeastern Pennsylvania Hospital and Higher Education Authority***

WHEREAS, Section 8.03(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County Authorities shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, there exists a vacancy on the Northeastern Pennsylvania Hospital and Higher Education Authority due to the expiration of the term of a member; and

WHEREAS, County Council wishes to appoint _____ to a term expiring 12/31/2030, consistent with Section 8.03 of the Charter and Municipal Authorities Act.

BE IT RESOLVED, the County Council appoints _____ to the Northeastern Pennsylvania Hospital and Higher Education Authority with such appointment to remain effective until 12/31/2030 or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, _____ shall take the Oath of Office prior to participating in meetings of the Northeastern Pennsylvania Hospital and Higher Education Authority.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of Luzerne County Council held on February 24, 2026.

ROLL CALL VOTE ()

YES:

NO:

LUZERNE COUNTY COUNCIL

By: _____
James Sabatino, Chair

Attest: _____
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: _____
Romilda Crocamo, Esq., County Manager