Easton, Pennsylvania

September 4, 2014

A regular meeting of the Northampton County Council was held on the above date with the following present: Margaret L. Ferraro, President; Glenn A. Geissinger, Vice-President; Mathew M. Benol; Kenneth M. Kraft; Lamont G. McClure, Jr.; Scott Parsons; Hayden Phillips; Seth Vaughn; Robert F. Werner; Frank E. Flisser, Clerk to Council, and Philip D. Lauer, Solicitor to Council.

Prayer

Reverend Eric Schwartz, Gate Community Church, Bethlehem, led County Council in prayer to open the meeting.

Pledge of Allegiance

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

Approval of the Minutes

Mr. McClure made the following motion:

Be It Moved By the Northampton County Council that the minutes of the August 21, 2014 meeting shall be approved.

Mr. Kraft seconded the motion.

The minutes were approved by voice acclamation.

Courtesy of the Floor

Mr. James Heck, 2450 Oakdale Avenue, Easton, PA - advised as a member of the Penn State Cooperative Extension, he learned there had been discussions regarding the possibility of reorganizing the offices of Ag Extension, Farmland Preservation, Conservation District and Open Space. He further advised he had written a letter about his concerns to County Council, but he wanted them to seriously consider the impact such reorganization would have on the clientele so he hoped a discussion regarding this matter would be part of their agenda at some point.
Mr. Heck stated he believed the discussions pertained to taking these offices from under the control of the Administration and putting them under the control of the Department of Community and Economic Development. He further stated another concern he had was it could create some conflicts of interest based on the duties of these agencies.

Mr. Ron Angle, 1101 Million Dollar Highway, Portland, PA advised when he ran for re-election, Mr. McClure and Mr. Stephen Barron, Controller, said he and others were exaggerating the fact that Gracedale was hemorrhaging money when, in fact, it was making money. He further advised he was correct with his numbers and Gracedale was still hemorrhaging money.

Mr. Angle stated he did not follow the finances of the County as close as he used to, but it was evident to him that there was little work being done on them. He further stated from what he was able to gather, the County was having financial problems and there would probably be a tax increase unless it was moved down the line creating a larger increase in the future.

Mr. Angle advised he never was a fan of the Home Rule form of government, but the people voted for it. He further advised it was Mr. Brown's job as the County Executive to run the County and reducing the amount of a contract requiring approval was going to hamper his ability to run it and that was not the answer.

Mr. Angle stated if they did not like the Home Rule form of government, they should form a committee to take a look at it. He further stated he had the same concerns they did when the County Executive hired a public relations firm, but they had to let him run the County and then let the people determine if he was doing a good job.

Mr. Angle advised he agreed the Sheriff had a very impressive resume, but there were a lot of people who lived in the County who could have been selected. He further advised again that was why County Council should look at the Home Rule form of government because sometimes it was not the fault of the County Executive, but the form of government.
Mr. Angle stated County Council should let the County Executive run the County while they paid attention to the budget because that was what they had power over.

County Executive’s Report

Mr. John A. Brown, County Executive, advised he did not have anything to report.

Consideration of the County Executive’s Veto of the Residency Requirement Ordinance


Mrs. Ferraro advised the County Executive vetoed the ordinance on August 25, 2014 and returned it to County Council on August 26, 2014. She further advised at the request of Messrs. Werner and Parsons, a resolution was prepared to override the County Executive’s veto of the ordinance.

Mrs. Ferraro indicated in order to override the veto, a 2/3 majority of County Council members (6 votes) was necessary. She further indicated a vote in favor of the veto override resolution was a vote in favor of the ordinance adopted at the August 21, 2014 meeting and a vote against the override resolution was a vote against the ordinance.

Mr. Werner introduced the following resolution:

WHEREAS, the duly adopted ordinance was presented to the County Executive on August 22, 2014; and

WHEREAS, on August 25, 2014, the County Executive vetoed the ordinance (a copy of the veto message is attached) and returned it to County Council on August 26, 2014.


With regard to Mr. Brown’s veto message that this ordinance would restrict the ability of the current and future Administration(s) to attract the best candidates, Mr. Werner made the following comments.

Mr. Werner stated when it came to governing responsibilities where local taxpayer dollars were utilized to subsidize the families and salaries of those employed by our County to oversee its activities and events and those of the
State of Pennsylvania, he believed those Administrative leaders should have a connection to or familiarity with and a solid allegiance to those communities that paid their salary and maintained their family's needs.

Mr. Vaughn arrived at this time.

Mr. Werner advised he believed the leadership of our County was tasked to attract the best candidates possible for positions and that every effort should be made first to recognize and seek out local talent from within our State and County, the very tax base which would support and sustain them. He further believed that having a County candidate pool of well over a quarter of a million people would not restrict our Administration, either current or future, from attracting some of the finest within our County and State.

Mr. Geissinger advised there were a lot of good people that worked for the County, but did not reside here and it would tie the hands of the County Executive if his front line people had to reside here. He further advised he believed the goal was to get the best possible individuals wherever they may live, therefore, he saw no value in having a residency requirement and tying the hands of the County Executive.

Mr. McClure stated people are feeling disaffected by all levels of government and this would be a very minor way County Council could demonstrate to the people of Northampton County that they cared about giving people power that could affect their lives. He further stated this would become law, but just not tonight.

Mr. Phillips advised he was having a hard time reconciling how people could vote for Mr. Richard Young, who was from Lehigh County as Director of Public Works and Sheriff David Dalrymple, who was from New Jersey, and were both highly qualified if they were going to vote to preclude that type of selection in the future. He further advised he did not believe County Council should tie the hands of the County Executive and allow him the opportunity to get the best people out of a large pool.

Mr. Kraft stated since 1752, the Sheriff had always been a resident of Northampton County and now there was a Sheriff that had police powers who did not even live in the State. He
further stated no other County in the State of Pennsylvania had a Sheriff that lived in another State and he felt it was a slap in the face to the numerous law enforcement officials who lived here. He noted this ordinance gave the appointee a year to move here and it did not pertain to the current cabinet members.

Mr. Phillips advised he would not move his family, especially if he had school age children, for a job that may last at the maximum eight years.

Mr. Kraft stated Sheriff Dalrymple was retired and this was just a supplemental job.

Mr. Parsons advised he did not support Mr. Kraft’s original ordinance, but he proposed this ordinance because it provided the individual an opportunity to move within one year and did not affect those individuals currently holding these positions. He further advised he did not think the individuals selected were not qualified, but there had to be enough qualified individuals who lived in the County and as Mr. Jim Hunter, Director of Fiscal Affairs, who lived in Pen Argyl, stated he felt it was an honor to work for the County he lived in.

Mr. Werner stated this ordinance did not reflect on the qualifications of the individuals that have been hired, but it was about governing responsibilities of people who pay the bills. He further stated he was absolutely certain that there were qualified individuals who lived in the County.

Mr. Werner advised conditions were always being put on the Home Rule Charter and he felt it was time it started being enforced.

As there were no further questions or comments, Mrs. Ferraro called for the vote.


The override of the veto failed due to a lack of two-third majority vote.
Consideration of the Resolution Amending Resolution #83-2014:
the Department of Community and Economic Development Personnel
Reorganization

Mrs. Ferraro stated at the last meeting, County Council
adopted Resolution No. 83-2014 that approved certain personnel
changes in the Department of Community and Economic Development.
She further stated subsequent to the adoption that resolution,
the Human Resources Department requested amendments to it to
reflect the fact there was a title change and reclassification
in the position of Environmental Conservation Coordinator to the
position of Environmental Services Coordinator.

Mr. Kraft introduced the following resolution:

R. 85-2014  RESOLVED, By the Northampton County Council
that resolution #83-2014 shall be amended as indicated hereafter
sections marked with strikethrough have been deleted, sections
marked with bold underline have been added):

RESOLVED, by the Northampton County Council that the
position of Community Development Administrator, pay grade CS-
27, salary $63,129, in the Department of Community and Economic
Development, shall be reclassified to the position of Deputy
Director of Community and Economic Development, pay grade CS-31,
salary $66,504, effective the 22nd day of August 2014.

IT IS FURTHER RESOLVED by the Northampton County Council
that the position of Community Development Block Grant Program
Coordinator, pay grade CS-21, salary $41,968, in the Department
of Community and Economic Development, shall be reclassified to
the position of Community and Economic Development Specialist,
pay grade CS-23, salary $44,036, effective the 22nd of August
2014.

ITS IS FURTHER RESOLVED by the Northampton County Council
that the part time (.50 FTE) position of Economic Development
Analyst, pay grade CS-23, annual cost $22,018, in the Department
of Community and Economic Development, shall be eliminated,
effective the 22nd day of August 2014.

IT IS FURTHER RESOLVED by the Northampton County Council
that one full time (1.00 FTE) position of Community and Economic
Development Specialist, pay grade CS-23, salary range $44,036 to
$62,685, shall be created in the Department of Community and Economic Development, effective the 22nd day of August 2014.

IT IS FURTHER RESOLVED by Northampton County Council that the position of Environmental Conservation Coordinator, pay grade CS-21, salary $40,160, shall be reclassified to Environmental Services Coordinator, pay grade CS-23, salary $44,036, effective the 22nd of August.

FURTHER, IT IS RESOLVED by the Northampton County Council that the title changes for the below-listed positions in the Department of Community and Economic Development shall be changed effective the 22nd day of August 2014:

The position title of Economic Development Administrator, pay grade CS-27, shall be changed to Community and Economic Development Administrator, pay grade CS-27.

The position title of Economic Development Analyst, pay grade CS-23, shall be changed to Community and Economic Development Finance Specialist, pay grade CS-23.

The position title of Economic Development Analyst, pay grade CS-23, shall be changed to Community and Economic Development Specialist, pay grade CS-23.

The position title of Environmental Conservation Coordinator, pay grade CS-21, shall be changed to Environmental Services Coordinator, pay grade CS-21.

Mr. McClure advised he voted against the original resolution because he thought it was a prelude to a very disturbing policy of blending the Department of Community and Economic Development with the County's farmland preservation, open space and environmentally sensitive programs and County Council was starting to hear from the public about that issue.

Mr. Werner stated there have been discussions among the individuals involved in the open space programs and they were dead set against blending the divisions due to their concern regarding conflicts of interest.
As there were no further questions or comments, Mrs. Ferraro called for the vote.


The resolution was adopted by a vote of 5-4.

Power Point Presentations

Mr. Werner advised he had received questions from individuals regarding power point presentations being made throughout the County so he wondered if there were plans to present it to County Council.

Mr. Brown acknowledged at some point there would be a presentation for County Council.

Affordable Care Act

When Mr. McClure asked Mr. Barron if he remembered a discussion being held last year regarding the Affordable Care Act or Obamacare, he stated he believed it was related to co-insurance and whether or not that was going to be added to the insurance plan.

When Mr. McClure indicated it also related to the County’s plan being a Cadillac Plan and asked if Mr. Barron’s staff had looked into the matter, he replied they did and determined it was not a Cadillac Plan.

Mr. McClure asked Mr. Barron to have his staff review the matter again in context of today’s environment and report back to County Council.

Mr. Barron advised he could do that and planned to make some inquiries as to how Capital Blue was calculating out the County’s qualifications in the Cadillac Plan, meaning were they saying the County was going to be a Cadillac Plan by 2018 when that portion of the law came into effect and also as to whether the County was doing anything prior to that to get the County
below that threshold to phase it in.

In answer to Mr. McClure's question as to what his staff concluded, Mr. Barron stated after reading through the pertinent sections of the Affordable Care Act and questioning the Federal group handling Obamacare as to how they looked at the plans with regard to the Cadillac tax, he felt there was a lot of confusion based on the number used to calculate the formula for the Cadillac Plan.

For example, Mr. Barron advised a self-insured program, such as the County's, used the Consolidated Omnibus Budget Reconciliation Act (COBRA) numbers so it did not fit the mold of a Cadillac Plan. However, some people were saying it was based on what the actual cost of the plan would be if the County moved from a self-insurance plan to a plan where premiums were paid.

Mr. Barron stated the reason for the Cadillac tax was so Chief Executive Officers, hedge fund managers and the people who got golden parachutes could not hide bonuses in health insurance.

Mr. McClure advised he heard if the County did have a Cadillac Plan it would be grandfathered under the law so the tax would not apply so he asked Mr. Barron to have his staff look at that and what would happen if the County changed its plan.

Mr. Barron stated they did look at that and the County was still grandfathered in because it did not currently pay for birth control unless medically necessary, but if it changed plans, it would have to cover contraception so it could affect the County under the Affordable Care Act.

Mr. Barron advised the Cadillac taxes were being modified and there were discussions about how it was going to look on a day to day basis. He further advised there was never an intention to affect plans like the County's where people were doing the right thing by providing healthcare to their employees.

Mr. Werner stated the Cadillac tax was four years away and the reduced anticipated income went from $137 billion down to $80 billion over ten years. He further stated the actual thresholds were based on medical inflation between 2010 and
Mr. Werner advised the County employees were charged a percentage on their salary for healthcare, with the higher percentage being for family. He further advised the tax would be applied to insurance costs that exceeded $10,000 for an individual and $27,000 for a family so it was anticipated that companies were going to offer less generous benefits to the employees so they could avoid the tax.

Mr. Barron stated that was another way to go, but it depended on how Capital Blue was projecting it out. He further stated the County’s healthcare costs went up this year so if Capital Blue was projecting that increase up to 2018 it may not come to fruition because that number went up and down. He noted it was a policy decision and he could only provide the facts as he knew them, but he would like to understand what Capital Blue was using to calculate it.

When Mr. Werner advised the tax itself had less to do with healthcare and more to do with revenue, Mr. Barron replied it did because subsidies were being given for healthcare and they had to be paid for somehow. He further replied this was a way to prevent companies from hiding money in their health insurance plans.

In response to Mr. Werner’s question as to whether he had heard anything about employees being offered incentives to reduce costs through a number of programs, Mr. Barron stated he heard of those types of programs, but he did not know what the County was proposing for healthcare in the future.

Mr. Barron advised he would encourage County Council, after hearing the proposal, to do the research to see what Capital Blue was saying and review those numbers to make sure that what the County was getting was comparing apples to apples.

Mr. Geissinger stated Mr. Barron was saying that the County did not have a Cadillac Plan, but when Mr. Stoffa was here he indicated due to some changes, the County could have a Cadillac Plan.
Mr. Geissinger advised after listening to four Congressmen this afternoon, he understood that because of the various changes that were still occurring and the litigation of the judicial side of the Affordable Care Act, it was not even known whether subsidies were going to be considered legal. He further advised it seemed to him that it would make sense for the County to have a plan in place in case its plan was considered a Cadillac Plan under the law because they would be responsible to the citizens of the County for paying a fine that might be in excess of $10 million.

Mr. Barron stated that was a policy decision to be made on the totality of the facts, but he was taking a look at the numbers to see if the County could fall under a Cadillac Plan.

Introduction Of An Ordinance Providing for An Amendment to Administrative Code Article XIII Procurement and Disposition of County Property, Section 13.16 Contracts and Agreements c.(1)

Mrs. Ferraro advised at the request of Mr. McClure, an ordinance was prepared that reduced the threshold for County Council approval of certain contracts, as set forth in Administrative Code Section 13.16 c. (1), from $100,000 to $10,000. She further advised the public hearing, debate and possible vote was scheduled for the September 18, 2014 meeting.

Messrs. McClure and Kraft introduced the following ordinance:

AN ORDINANCE AMENDING THE NORTHAMPTON COUNTY ADMINISTRATIVE CODE, ARTICLE XIII PROCUREMENT AND DISPOSITION OF COUNTY PROPERTY, SECTION 13.16 CONTRACTS AND AGREEMENTS C. (1) An Ordinance Amending the Northampton County

WHEREAS, Section 602 Ordinances (a) (1) of the Home Rule Charter empowers Northampton County Council to adopt Ordinances for the purpose of amending the Administrative Code.

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED by the Northampton County Council that Northampton County Administrative Code, Article XIII Procurement and Disposition of County Property, Section 13.16 C. (1) Contracts and Agreements
shall be amended as indicated hereafter (sections marked with **strikeout** are being deleted and sections that are marked with **bold and underline** have been added):

**ARTICLE XIII**

**PROCUREMENT AND DISPOSITION OF COUNTY PROPERTY**

13.16 **Contracts and Agreements**

Section 13.16 **Contracts and Agreements**

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

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

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

(1) Any contract exceeding $100,000 **$10,000.00** which was awarded using the Competitive Negotiation, Negotiation After Competitive Sealed Bidding, and Non-Competitive Negotiation source selection methods. For contracts with renewal clauses, the entire potential payout if all renewal clauses are exercised under the terms of the contract must be considered when determining if Council approval is necessary.

(2) Any contract where costs are to be funded with monies outside of the County's General Fund, such as those funded through bonded indebtedness.
d. No contracts shall be entered into by the County Executive, or any other independently elected official, without:

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

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

e. No work shall be authorized to begin nor payment made under a contract prior to the completion of the written notice process, set forth in Administrative Code Section 13.16 c, until sufficient appropriate funds have been encumbered, and where required, the approval process completed, unless exigent reasons or an emergency situation requires the immediate execution of a proposed contract, but the term of such contract shall not exceed thirty (30) days. Such reasons shall be documented and filed with the Council within 24 hours of the execution of the proposed contract.
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f. Every professional service contract shall specifically state that a copy of any final report or study delivered pursuant to a contract shall be provided directly by the vendor to the County Council; and the vendor shall agree to present the final report or study should the County Council so desire. Exempt from the aforementioned requirements are:

(1) Contracts that involve the investigation of a crime and the apprehension or prosecution of persons suspected of, or charged with, the commission of a crime if the District Attorney determines that the information might prove to be prejudicial or detrimental to such action.

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

g. Required Conditions for All Contracts

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) pay union wages and benefits; and

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

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

(13) Each contract must contain the following conditions:

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

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

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

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

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

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

Constituent Accomplishment

Mr. Phillips stated early this year a proclamation was presented to Ms. Abigail Marone and he received an e-mail that Ms. Marone won the championship at the National Speech and Debate Association Championship that was held in Overland Park, Kansas, which was like a super bowl for high school debating teams. He further stated the Speech Coach, Mr. Sal Rizzo, was named Coach of the Year.
Right to Know Request

Mr. Benol advised he filed a Right to Know request for Mr. Barron's e-mails, but he had not heard anything from his solicitor so he wanted to know the status.

Mr. Barron stated the due date was September 11, 2014, and he would have them before then.

Adjournment

Mr. Kraft made a motion to adjourn.

Mr. Parsons seconded the motion.

The motion to adjourn passed unanimously by acclamation.

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Frank E. Flisser
Clerk to Council