



BOROUGH OF DORMONT

1444 HILLSDALE AVE
PITTSBURGH, PA 15216-2019
(412) 561-8900
FAX (412) 561-7805
www.boro.dormont.pa.us

INTERIM MANAGER
REBECCA BRADLEY

MAYOR
PHIL ROSS

SOLICITOR
DODARO MATTA & CAMBEST

MEMBERS OF COUNCIL
WILLARD MCCARTNEY, PRESIDENT
JOAN HODSON, VICE PRESIDENT
YVONNE COSTANZO
JEFF FABUS
DREW LEHMAN
JOHN MAGGIO
VALERIE MARTINO

SPECIAL BUSINESS MEETING DORMONT BOROUGH COUNCIL JUNE 15, 2015

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Registered Comments from the Public
5. Action Items:
 - A. **Motion to authorize the Conservator to list 1447 Dormont Avenue for sale at a price of \$229,000.00.** Finance and Legal Committee – Onnie Costanzo, Chairperson.
 - B. **Motion authorizing Change Order #1 on the 5th Alley Emergency Repair in the amount of \$3,776.82.** Public Safety / Public Service Committee – Joan Hodson, Chairperson.
 - C. **Motion to employ Mr. Benjamin Estell as Borough Manager effective July 1, 2015 and to adopt Resolution #9 of 2015, approving an agreement setting forth the terms and conditions of employment for a term of six months as required by Borough Code.** Finance and Legal Committee – Onnie Costanzo, Chairperson.
 - D. **Motion to authorize the execution of a Letter of Intent with the Department of Community and Economic Development, Local Governor's Center for Local Government Services to provide peer to peer assistance.** Finance and Legal Committee – Onnie Costanzo, Chairperson.
 - E. **Motion confirming the Borough's intent to utilize funding awarded through CD 41 in the tentative amount of \$32,477 and authorizing the Manager to convey the same to the SHACOG.** Public Safety / Public Service Committee – Joan Hodson, Chairperson.
6. Discussion Items
7. Comments from Public on Non-Agenda Items
8. Announcements
9. Adjournment

From: "Wayne McVicar"

<wmcvicar@boro.dormont.pa.us<mailto:wmcvicar@boro.dormont.pa.us>>

To: "Rebecca Bradley"

<rebeccabradley053@gmail.com<mailto:rebeccabradley053@gmail.com>>, "Willard McCartney" <bill.mccartney1@comcast.net<mailto:bill.mccartney1@comcast.net>>

Sent: Wednesday, June 10, 2015 9:34:42 AM

Subject: 5TH ALLEY EMERGENCY REPAIR

Rebecca & Bill

As you are aware the project, although it went smoothly, did not go according to plan. Due to the poor subbase (clay) we had to over excavate and substitute in #4 stone for #2A. You will also recall that, in spite of the contractors best efforts to protect a concrete apron at the access point to 5th Alley (an 1-1/2" steel plate was laid across the apron), the apron was cracked with the heavy truck traffic.

The project was awarded at \$24,935.50. Due solely to the over excavation and the additional quantities in the stone, there will be a change order in the amount of \$1,776.82 bringing the worth of the project to \$26,712.32.

We still have the apron to address. Yesterday I met with the contractor to discuss the apron and the additional cost. Attached is a picture of the cracked apron. Only 1/2 the apron would need to be replaced. It is 10'X9' =90 SF or 9 SY. However, in order to replace, it will be necessary to sawcut the limits of the apron, jackhammer & remove the concrete, and replace with 4,000 psi reinforced concrete 6" thick. He will have to bring in a 4-man concrete crew, a backhoe, dump truck, jackhammer and concrete saw. His price would be \$2,000 to do the repair, bringing the contract price to \$28,712.32. His price would have been less if he had additional work in the Borough.



BOROUGH OF DORMONT

RESOLUTION 9 - 2015

A RESOLUTION OF THE BOROUGH OF DORMONT, ALLEGHENY COUNTY, PENNSYLVANIA APPROVING AN AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF EMPLOYMENT FOR BENJAMIN ESTELL AS BOROUGH MANAGER

WHEREAS, the Council of the Borough of Dormont desires to employ Benjamin Estell as Borough Manager effective July 1, 2015; and

WHEREAS, the terms and conditions of Mr. Estell's employment are contained in the Agreement attached hereto and made a part hereof.

NOW THEREFORE, BE IT RESOLVED by the Council of the Borough of Dormont, Allegheny County, Pennsylvania, in meeting assembled and it is hereby resolved by the authority of the same, that the Agreement between the Borough of Dormont and Mr. Estell is hereby approved and the Borough President is hereby authorized to execute the same.

ADOPTED this 15th day of June, 2015.

ATTEST:

BOROUGH OF DORMONT

AGREEMENT

THIS AGREEMENT MADE as this 15th day of June, 2015 by and between the BOROUGH OF DORMONT, Commonwealth of Pennsylvania (herein "Dormont")

A
N
D

Benjamin Estell

WHEREAS, the Borough of Dormont wishes to employ Benjamin Estell as its Borough Manager; and

WHEREAS, the parties are desirous of entering into this six month agreement; and

WHEREAS, the Borough Code provides certain requirements for Borough Manager Contacts (8 Pa.C.S. § 1141 and 1142).

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree to the following powers, duties, term of office, compensation and other terms and conditions of employment as Borough Manager.

Section A. Employment

1. This Agreement shall commence on the 1st day of July 2015 and end January 4, 2016.
2. As set forth in the Borough Code Section 1141 and 1142 (8 Pa.C.S. § 1141, 1142) nothing in this agreement shall prevent or limit the right of the Borough to terminate the services of Mr. Estell at any time, at the sole discretion of the Borough Council. Should Mr. Estell not be awarded a contact in January 2016 he shall be entitled a Sixth (6) month severance payment at the salary set forth in Section B.
3. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Mr. Estell to resign at any time from his position with the Borough. Mr. Estell shall give thirty (30) days written notice to the Borough prior to the effective date of his resignation.

Section B. Compensation.

Mr. Estell shall receive a salary of \$6,333.33 per month with compensation payable in bi-weekly installments in a manner identical to all Borough employees.

Section C. Benefits.

1. Mr. Estell shall be entitled to the following benefits as indicated by the current contract between the Borough and the non uniform plan employees:
 - a. Hospitalization
 - b. Life Insurance
 - c. Holidays
2. **Retirement** – Enrollment in the Borough’s Act 457 deferred compensation plan or a similar plan such as ICMA. The Borough will contribute a match equal to 3% of employee’s salary to the plan
3. **Sick Days** – Mr. Estell shall receive 12 sick days which shall not accumulate. Sick days are non-reimbursable.
4. **Vacation Days** - Mr. Estell shall receive 12 vacation days which shall not accumulate. Vacation days are non-reimbursable.
5. **Life Insurance**- Life insurance will be offered at \$76,000.00 term life insurance policy.
6. **Auto Allowance** - \$750.00/annum excluding automobile costs incurred to attend authorized professional conferences (see below).
7. **Membership Dues** - \$1500.00/annum for membership in appropriate professional organizations. However, Council will consider increasing this amount with sufficient justification.
8. **Conferences** - \$3000.00/annum for attendance at professional conferences. However, Council will consider increasing this amount with sufficient justification.
9. **Severance Pay** – As set forth above.
10. **Moving Expenses** - \$2,500.00 in moving expenses.
11. **Technology Allowance** - \$1,500.00.

Section D. Other Terms and Conditions of Employment.

1. **Hours of Work.** The parties understand and agree that the Manager position is exempt under the Fair Labor Standards Act and no overtime pay will be available.

2. Business Expenses:
 - a. Mileage reimbursement per IRS regulations for Borough business. Travel to and from work is excluded.
 - b. Reimbursement within formal budgeting constraints and prior approval by Council for training, education and conferences related to the position of Borough Manager.
3. Powers and Duties. The powers and duties of the Manager shall be as set forth in the Borough Code Section 1142 (8 Pa.C.S. § 1142)
4. Bond. The Manager shall give a Bond to Dormont the manner provided by Borough Ordinance.
5. The Council in consultation with the Manager shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any applicable law.
6. The Manager will also act as the Secretary and Zoning Officer.
7. The Manager shall, at all times while on Dormont business, be attired in a professional manner.
8. During the term of employment by Dormont, the Manager agrees to remain in the exclusive employ of the Borough and not to accept other employment nor to become employed by any other employer without prior approval of the Borough Council
9. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.
- 10.

IN WITNESS WHEREOF, the Borough of Dormont has caused this Agreement to be signed and executed in its behalf by its President of Council and Benjamin Estell have signed and executed this Agreement, both in duplicate, as of the day and year first above written.

ATTEST:


Secretary

BOROUGH OF DORMONT


President

WITNESS:




Benjamin Estell



LETTER OF INTENT

This Letter of Intent is submitted to the Governor's Center for Local Government Services to request technical assistance. By submitting this request, the municipality agrees to cooperate with the Center.

The governing body must approve this request for assistance by motion prior to submission. No resolution is required.

Complete and return the form either by mail or fax. Center personnel will evaluate the request to determine the level of assistance. The contact person designated below will receive all future information regarding this request.

PLEASE COMPLETE THE FOLLOWING

Type of technical assistance being requested:

- Regional Police Consolidation
- Police Management
- Fire & Emergency Services
- Council of Governments/Intergovernmental Cooperation
- Land Use Planning
- Uniform Construction Code

- Finance
- Public Works
- Administrative/Secretary
- Home Rule
- Boundary Change
- Other _____

Are you currently a part of any intergovernmental agreement?

Yes No

If yes, describe briefly: _____

Description of Project: _____

CHIEF ELECTED OFFICIAL (PRINT)

Municipality: _____ Federal ID#: _____

County: _____

Name: _____ Title: _____

Municipal Address: _____

Signature: _____ Date: _____

CONTACT PERSON

Name: _____ Title: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

SIGNATURE AND VERIFICATION

I hereby certify that the governing body, at a public meeting held on _____, has approved this Letter of Intent.

Attest (Secretary)

Date



SOUTH HILLS AREA COUNCIL OF GOVERNMENTS
SHACOG



Executive Director
STANLEY LOUIS GORSKI

June 9, 2015

Rebecca Bradley, Interim Manager
Borough of Dormont
1444 Hillside Avenue, Suite 10
Pittsburgh, PA 15216-2019

MEMBER MUNICIPALITIES
Borough of Baldwin
Township of Baldwin
Municipality of Bethel Park
Borough of Brentwood
Borough of Castle Shannon
Borough of Dormont
Township of Elizabeth
Township of Findlay
Borough of Heidelberg
Borough of Jefferson Hills
Township of Moon
Municipality of Mt. Lebanon
Borough of Mt. Oliver
Peters Township
Borough of Pleasant Hills
Township of Scott
Township of South Park
Township of Upper St. Clair
Borough of West Mifflin
Borough of Whitehall

Re: CD 41 7.2
ADA Curb Ramps
Borough of Dormont

Dear Ms. Bradley:

Your municipality's application for the **ADA Curb Ramps** project has been approved by the Department of Economic Development and funded in the COG-Wide appropriation made to SHACOG for CD Year 41. The tentative allocation for this project is \$32,477.00.

Because of the continued scrutiny of the CD program in Washington, the Department has been making every effort to have projects completed and all CD funds expended within the contract year in which they are funded. Prior to the inauguration of the CD contract year, which commences July 1, 2015, the Department wants the other activities mandated by CDBG regulations under way so that we may take advantage of the construction season. Accordingly, to satisfy program requirements, you must confirm, in writing, your intention to undertake the project and use this allocation. This notice must be received in the SHACOG office by June 30, 2015. **It is imperative that written confirmation of your intentions concerning this project be received by the stipulated date or your allocation will be subject to reprogramming.**

In addition, if you are going to proceed, please have your engineer or architect furnish the final scope of services and budget for the project *as it will be bid*. This information is needed to develop the contract document. If the project changes after this submission, either a contract amendment or change order will be required. Since both represent expense and consumption of time, a review of the project now is in order. That material is also to be submitted to the SHACOG office by June 30, 2015.

At this time you are also encouraged to authorize the preparation of plans and specifications. These, however, do **not** have to be submitted at this time. The bidding schedule will be developed after the environmental clearances are received from the Department.

If you have any questions or require additional information concerning the above, please do not hesitate to contact me at your convenience.

Sincerely,

Stanley Louis Gorski
Executive Director

SLG/ssd