

**SPECIAL COUNCIL MEETING
Minutes of March 30, 2010**

CALL TO ORDER

President Cindric called to order the Special Meeting of Crafton Borough Council, in Council Chambers of the Community Center. Flag Salute lead by Mr. Johnston. ROLL CALL, by Mrs. Tremblay, recorded nine (9) members of Council present as follows: Mr. Donovan, Mr. Grapes, Mr. Johnston, Mr. Pellegrino, Mr. Phillips, Mrs. Sappie, Mr. Stewart Mrs. Viola and Mr. Cindric – Also present were Mayor Bloom, Manager Sample, and Solicitor Ayoob.

CITIZEN'S PRESENT TO ADDRESS COUNCIL

EXECUTIVE SESSION

Mr. Cindric reported that an Executive Session of Council was held prior to the meeting to discuss the Emergency Medical Service Agreement.

DISCUSSION ITEMS

- a. **Pension – Actuarial Value of Assets for the 2009 Actuarial Valuation** – Manager Sample reported that he and the Pension Committee met with the actuary from Mockenhaupt Benefits Group, William Assay. Legislature has provided a smoothing option to municipalities with regard to pension funding and actuarial calculations. Two options were discussed in preparing the Actuarial Valuation of the Plans. Smoothing was an option that would lessen the pension fund contribution for both the borough (MMO) and employee, for now, but would only defer the expense a few years, at which time the contribution would need to increase to catch up. This could be an option for a municipality who could not financially meet the requirements of the MMO at this time. The other option was to stay with the actual market value calculation and maintain a gradual increase in contributions as the market would reflect. Pay it now, or pay it later. It was the consensus and recommendation of the committee not to smooth, but to stay with the actual market value calculation and hope the market continues to rebound and we realize investment gains. Council needs to act on this so that the required Act 205 Actuarial Reports can be completed and filed by the April 30th deadline.
- b. **Police Officer Retirement Incentive** – Basically the same incentive package is being offered, with the exception of providing a fully paid health care option, at 100%, rather than requiring a percentage contribution from the retiree toward the cost, which would increase over the funding years.
- c. **Chief's Retirement Incentive** - Chief Rost signed the Separation and Release Agreement; accepting the incentive package offered.
- d. **REMS Contract** - Mr. Pellegrino presented to Council a final draft agreement for REMS, for Council's consideration. Various amendments have been discussed and made; particularly item #7, with regard to the 120 days termination notice. (The last sentence, containing the language referencing a unilateral termination was removed.) Mr. Donovan objected to a five year agreement (term referenced in paragraph 6 and 19). Mr. Johnston provided his comments and concerns in writing, which he read publicly and requested it be made a part of the Minutes. Various criticism of both REMS and NorthWest EMS, both good and bad, was presented by various members

of Council (regarding response times, ALS availability, residents preferences. Mayor Bloom directed questions to Mr. Nemec, REMS Director concerning: 1. Mutual Aid Agreements, which he stated there were no formal agreements, 2. Run Cards; open with NorthWest, Ingram, Scott, Carnegie and Greentree (MRTSA) – and CVFD's QRS is back on the Run Card. 3. Service location for Thornburg and Rosslyn Farms; would respond out of the Crafton location, and move another REMS ambulance as standby to a midway point between Robinson and Crafton. Mr. Phillips asked if the current subscriptions with NorthWest EMS would be honored by REMS; to which they replied yes. Mr. Cindric took this opportunity to address an internet blog concerning a recent accident in Robinson and the response time of REMS. Mr. Nemec and Attorney Leslie Michele refuted the accusations made, that it took them 11 minutes to respond to a head on collision,. They explained that they were informed by police that there were no injuries and to reduce speed in responding. Also, they advised that it was not a head-on-collision, but a low-speed rear-ender. Mr. Cindric refuted claim that internet blogs reported that he was getting a kickback from REMS.

BUSINESS AGENDA

MOTION: It was regularly moved and seconded (*Phillips/Stewart*) to approve the Emergency Medical Service Agreement between Robinson Emergency Medical Service, Inc. and the Borough of Crafton.

MOTION carried by Six Yes, Three No (*Donovan, Johnston, Sappie*) Roll Call Vote (6-3).

MOTION: It was regularly moved and seconded (*Stewart/Phillips*) to accept Chief Harold A. Rost's Separation and Release Agreement.

MOTION carried by a Unanimous Roll Call Vote (9-0).

MOTION: It was regularly moved and seconded (*Stewart/Phillips*) to approve and offer a retirement incentive window to Crafton Police Officers who are at least 58 years of age and have 25 years of continuous service; such retirement incentive will be as follows: 1) paid-up health care coverage for the employee and his spouse for a period up to eighty-four (84) months or until employee becomes eligible for Medicare or such time as the employee and/or spouse becomes covered under another policy of health care insurance period of up to 84 months and 2) all other retirement benefits as outlined within the current Agreement between the Borough of Crafton and the Crafton Police Wage and Policy Unit.

MOTION carried by a Unanimous Roll Call Vote (9-0).

MOTION (added): It was regularly moved and seconded (*Johnston/Stewart*) to appoint Taylor Grapes as the Representative of the Borough of Crafton to serve as a voting member of the Board of Directors for Robinson Emergency Medical Services, Inc., as per the Service Agreement between the Borough of Crafton and Robinson Emergency Medical Services, Inc.

MOTION carried by a Unanimous Voice Vote (9-0).

MOTION (added): It was regularly moved and seconded (*Pellegrino/Johnston*) to authorize the Council President and the Borough Manager to request the Civil Service Commission to issue an oral noncompetitive exam to Capt. Sumpter for the position of Chief of Police.

MOTION carried by an Eight Yes, One No (*Sappie*) Roll Call Vote (8-1).

ADDITIONAL CITIZEN COMMENTS

Attorney Leslie Michele (REMS) asked who would be the contact person for parks and recreation; he was referred to the Recreation Committee of Council.

ADDITIONAL REPORTS/COMMENTS:

Mayor Bloom – Reported that the Knights of Columbus have plans of terminating their Park n’ Ride lease with Port Authority to make way for a pay-lot, at the end of April, which could result in more parking problems on adjacent streets.

Mr. Cindric – Reminded officials of the annual COG dinner; rsvp to Mrs. Tremblay by April 2nd. Also, reported that a Public Hearing before Council is scheduled for April 14th, at 6:30 pm, requested by Giant Eagle concerning a intermunicipal liquor license transfer.

Mrs. Sappie - Reminder of the Feasibility Study meeting at the Carlynton High School on April 14th, at 7pm.

Mr. Stewart – Reminded dog-walkers of their responsibility to clean up after their dogs; Borough Ordinance requirement.

ADJOURNMENT

MOTION: It was regularly moved and seconded (*Viola/Grapes*) that this meeting be adjourned.

MOTION carried by a Unanimous Voice Vote (9-0).

Respectfully submitted,
Mary Tremblay, Borough Secretary

Objections to EMS Contract with Robinson EMS and The Borough of Crafton as presented by Douglas Johnston, Council Member, Third Ward – Crafton Borough on March 30, 2010.

- Paragraph 1, section c states: *“Upon receipt of a call for Ambulance Service and /or Emergency Ambulance Service and REMS is unable to supply an ambulance, shall immediately request a similarly qualified and staffed back-up service be dispatched to the address and also another unit to a location that is centrally located to cover the Borough.”*
 - Should state: *“Upon receipt of a call for Ambulance Service and /or Emergency Ambulance Service and REMS is unable to supply an ambulance, shall immediately request the **closest** similarly qualified and staffed **ALS** back-up service be dispatched to the address and also another unit to a location **within the Borough.**”*
 - If REMS delivers what was presented in the RFP on page 7 item 3 of their RFP states they dispatch closest available ambulance. Ingram and Carnegie shall be the first 2 dispatched. Scott and NWEMS should follow. Will it happen?
- Paragraph 2 states: *“This Service Agreement grants REMS the exclusive right to manage the day-to-day operations and all personnel, equipment and non-utilized ambulances, with respect to the delivery of advanced life support/pre-hospital services within the service area, which consists of Crafton Borough, PA.”*
 - Crew should remain in the borough when not on a call. It should only be moved for standby if there are no other ambulances available. It should not be moved up for standby so Management of REMS which is staffing an ambulance does not have to respond to calls. Crews should not be in Robinson working on vehicles when they are to be in the Borough staffing the station. Crews should not be dining outside of the service area (Greentree, Robinson, etc) when they are to be in the borough. All of the above has occurred in the past.
- Paragraph 3, rates for subscription will likely be going up \$10 per as were presented in the RFP in September. This should be extended for another year to offer a benefit to the community as it is now there is no savings or benefit to the residents of Crafton.
- Paragraph 6, expiration of contract should not exceed the 1st Monday of January 2012 so as not to bind future councils. Reason given was that councils can still terminate contract with 120 day notice. Having a January 2012 expiration date would force future councils to review the contract and make a decision on it. The reason stated for the 5 year contract was to make the contract advantageous to REMS should they apply for any grants. It is not the Borough's responsibility to make the contract advantageous to REMS. The borough should make the contract work to the Borough's advantage. This contract FAILS to do that.
- Paragraph 19, see above.
- Paragraph 21, ~~should not auto-renew for 24 months, 12 months at a time for a maximum of 2 renewals (2 years before contract is reviewed). This would force council to review the contract and not become complacent.~~ *Revised to 12 months*

*Removed
by Mr.
Johnston*

Attached to and made a part of the Minutes of March 30, 2010.