

LATROBE CITY COUNCIL AGENDA

April 14, 2025 | 6:30 PM

Municipal Building, Council Chambers

1. Call to Order
 2. Pledge of Allegiance
 3. Moment of Silence
 4. Roll Call / Open-
 5. Approval of Minutes March 10, 2025 regular meeting.
 6. Approval of Fiscal Department Reports.
 7. Citizen's Request related to Agenda Items.
 8. Committee Reports:
 - a. Public Safety & Fire Committee – Kelley, Vavick, Amatucci
 - b. Finance Committee – Bartels, Jenko, Kelley
 - c. Public Works Committee – DiVittis, Vavick, Yuhaniak.
 - d. Personnel Committee – Bartels, Jenko, Amatucci
 - e. Strategic Planning Committee- Amatucci, Yuhaniak, Jenko.
 - f. Events Committee – Amatucci, Yuhaniak, Vavick
 - g. GLSD Student Showcase Committee – Bartels, DiVittis, Vavick
 9. Board/Authority Reports:
 10. Department Reports
 - a. Police
 - b. Public Works –
 - c. Fire –
 - d. Code Enforcement:
- A. Public Works / Personnel:**
1. Motion to promote Melanie McGregor to Asst. Director of Public Works Sanitation.
 2. Motion to advertise road surface & paving bids for 2025.
 3. Motion to hire public works CDL driver.
 4. Motion to terminate probationary public works employee # 8893.
 5. Resolution for promotion of Zoning officers.
 6. Motion to approve M O U for employee accommodation in administration.
 7. Motion to terminate public works employee #2868.
 8. Motion to hire Jess Schober for part time clerical staff.
 9. Motion to retain Captain Daerr after successful completion of his probationary period.
- B. ADMINISTRATION AND FINANCE DEPARTMENT:**
1. Resolution to approve Storm Water funds for Gertrude & Jefferson St. project grant.
 2. Resolution to approve Storm Water funds for JoAnn drive project grant.
 3. Motion to approve M O U for Police Dept. alternate schedule and overtime agreement.
 4. Motion to approve opening a "Facebook" account for Public Works and Sanitation.
 5. Motion to approve Police renovation of locker room and purchase of equipment from state grant of \$90,000 from Senator Kim Ward.
 6. Motion to approve Ketterer Charter School 3 year agreement for School Resource Officer.
 7. Motion to approve SafeCide Wetlands treatment agreement.
 8. Motion to approve purchase of ARC-Gis for Code Department.
 9. Motion to approve the First Amended Intergovernmental agreement for the UCC Board of Appeals group.
 10. Resolution for F C Banking Corp. Credit Card for Finance Officer.
 11. Motion to approve purchase of Toters from Republic Sanitation.
 12. Resolution appointing Finance Officer Tim Pisula as Berkheimer representative for City.
- C. New / Unfinished Business: 219 East Second St. Condemnation / Em Domain motion to direct Solicitor.**

- D. **New Bus.**
- E. Solicitors: Report:
- F. Citizens Requests (open forum)
- G. City Manager's Verbal:
- H. Mayor's Report:
- I. Adjournment.

Eric Bartels, Mayor

Terry Carcella, City Manager

**Melanie McGregor
And
City of Latrobe**

1. The Borough of Latrobe, operating as a municipal corporation under the name "City of Latrobe" (hereinafter "Latrobe" or "City of Latrobe" of "City") , is governed by a Home Rule Charter and Code adopted March 9, 1995, as amended.
2. Melanie McGregor (hereinafter "McGregor") was appointed to be Latrobe's Assistant Director of Public Works.
3. Through this Agreement, the parties wish to memorialize the term and conditions of McGregor's employment as Assistant Director of Public Works, which shall begin April 14, 2025, and continue through April 14, 2027, for a two (2) year contract term (hereinafter "Term").

Duties as Assistant Director of Public Works

It is understood that McGregor is hired as an at-will employee and has no just cause protection during the term. This contract will set forth McGregor's compensation and benefits during the term so long as she is employed. During the term, Latrobe agrees to continue employing McGregor in the position of Assistant Director of Public Works, subject to the Organizational Chart of the City of Latrobe, the Home Rule Charter and Code adopted March 9, 1995, as amended (hereinafter "Code"), and all other applicable statutes, ordinances, rules and regulations as may be adopted, altered and/or amended from time to time. McGregor agrees to faithfully and dutifully perform the duties of the position of Assistant Director of Public Works and not to accept any other employment other than in accordance with this Agreement. McGregor is not an employee subject to the provisions and benefits of the AFSCME collective bargaining unit and is not a member of the union. During the Term, McGregor shall report and be responsible to the Director of Public Works of the City of Latrobe "(PW Director)" for the performance of the function of the Public Works Department. The PW Director shall outline work performance goals which McGregor is expected to meet. Periodically, but not less than monthly, McGregor shall outline to the PW Director, or, if so, designated by Latrobe City Council (hereinafter "Council"), to the Council, the steps she is taking to meet and achieve the work performance goals outlined by the PW Director and/or Council. It is understood and agreed that these work performance goals are an integral part of McGregor's job duties and shall be an essential and material consideration in determining McGregor's future as Assistant Director of Public Works at the expiration of the Term.

4. In general, McGregor is expected to work a minimum forty (40) hour work week, which will allow her to closely monitor the work, morale and performance of the clerical administration personnel at the Transfer Station. As a salaried supervisory

employee with oversight responsibilities, McGregor will adjust her work schedule to the amount and type of work which needs to be performed, organized and directed, and will not, necessarily, work a readily standardized work week. McGregor may set her own work schedule subject to modification and approval by the PW Director. McGregor will be responsible for clerical staff for the Transfer Station operations, and the training of the Sanitation Billing at the Administration office at 901 Jefferson Street.

5. McGregor agrees that she shall be considered an "exempt" manager under the Fair Labor Standards Act, the Pennsylvania Wage Payment and Collection Law and Pennsylvania Law and other applicable wage payment laws and shall not be entitled to compensation time or overtime.

SALARY

6. Subject to the salary approval requirements of the Code, the City shall pay to McGregor an annual base salary of \$65,000 during year one of the Term and \$67,500 for year two of the Term, all payable at the same time as other employees of the City.

BENEFITS

Note: any accrued time prior to this contract will be honored until that time is exhausted.

7. During the Term, McGregor shall receive the following employment benefits:
 - a. Sick Leave. McGregor shall be entitled to thirty (30) paid sick days, annually, with the exception of the first year. Sick days from January to April 14, 2025, shall be deducted from the thirty (30) sick days for 2025. Sick leave shall only be used when McGregor is sick and unable to work. Unused sick days shall not be paid, accumulated or carried over from year to year. A short-term disability policy of six months duration with a 30-day waiting period will be provided.
 - b. Personal Leave. McGregor shall be entitled to eight (8) paid personal leave days, annually. Unused personal leave days shall not be paid, accumulated or carried over from year to year.
 - c. Vacation Days. McGregor shall be entitled to fifteen (15) paid vacation days, annually. Unused vacation days shall not be paid, accumulated or carried over from year to year.
 - d. Bereavement Leave. McGregor shall be entitled to up to four (4) paid bereavement leave days. Unused bereavement leave days shall not be paid, accumulated or carried over from year to year.
 - e. Health Insurances. McGregor shall be provided with the health insurance coverage that is provided to other full-time employees under the prevailing City of Latrobe plan(s). If McGregor considers retirement at the end of the agreement, health care shall be provided until the age of 65 for only the employee.
 - f. Clothing. Latrobe will provide McGregor with such uniforms, logo wear and equipment as approved by the Manager.

- g. Pension. McGregor will be enrolled in the existing PMRS pension plan.
- h. Life Insurance. McGregor shall be provided Life Insurance providing a death benefit to a beneficiary designated by McGregor in the total amount of not less than fifty thousand and 00/100 (\$50,000.00) dollars. Post-retirement life insurance per the existing agreement with MBS Consulting Services.
- i. Holidays PTO: New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve, Christmas Day.

OTHER TERMS

- 8. During the Term, McGregor may attend such professional training, conferences and seminars at the City Manager's and Council discretion.
- 9. This Agreement sets forth the complete, integrated understanding and agreement of the parties. No prior or subsequent oral understanding shall be binding on either party. No amendment or modification of this Agreement shall be binding unless the same is reduced to a written amendment of the Agreement and approved by McGregor and Council.
- 10. If any term of this Agreement shall be determined by a court to be illegal or unenforceable, the remainder of this Agreement shall remain unaffected thereby.
- 11. This Agreement shall be governed by laws of the Commonwealth of Pennsylvania. If any clause or provision of the Agreement shall be deemed invalid or unenforceable, then the remainder of the Agreement shall remain in full force and effect.

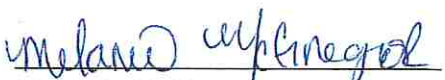
WITH THE INTENT TO BE LEGALLY BOUND, this Agreement has been approved at a duly convened public meeting of the City of Latrobe Council and the parties have executed their respective signatures hereto.

ATTEST:

Council Secretary, Janina Hall

Mayor, Eric Bartels

WITNESS:



Melanie McGregor
Assistant Director of Public Works

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KEN GAUGHAN

gaughan0319@gmail.com | 412-715-4085 | Greensburg, PA 15601

Summary

I am a highly motivated worker that takes pride in everything I do. My hands on approach paired with high energy enables me to deliver increased productivity on a consistent basis.

Skills

- Effective communication
- Analyze and solve problems
- Reliable and punctual
- Hard and efficient worker

Experience

Lowe's | Latrobe, Pennsylvania
Assistant Store Manager of Operations
10/1997 - Current

- Assisted in the development and implementation of store policies and procedures.
- Monitored employee performance to ensure compliance with company standards.
- Performed regular inventory audits to maintain accurate stock levels.

UPS | New Stanton, Pennsylvania
Loader
09/2020 - 10/2021

Scan, load, and stack parcels ranging from 1-150lbs at an average rate of 700-800pcs/hr.

Eagles landing properties | Whitaker, PA
Property Maintenance Worker
11/2014 - 11/2020

- Provided snow removal services during winter months.
- Performed regular maintenance and repairs on plumbing, electrical, heating, and air conditioning systems.
- Repaired broken windows, doors, walls, floors, ceilings, roofs, and other building components.

Gander Outdoors | Greensburg, Pennsylvania
Salesperson
12/2018 - 12/2019

- Developed and implemented strategies to meet sales quotas.
- Analyzed customer feedback to identify areas of improvement in product offerings.
- Gathered data on competitors' pricing, products, and promotional activities.

Education and Training

CWCTC | New Stanton, PA
Class B CDL in Driving
07/2024

Duquesne University | Pittsburgh, PA
Some College (No Degree) in Pharmacy

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Resolution No. 2025-

PROMOTION OF ZONING OFFICERS JOSHUA MAYRO AND ANDY MATHENY

NOW, THEREFORE, BE IT RESOLVED by Council of the City of Latrobe, in regular meeting assembled and by authority of the same:

SECTION 1. That Joshua Mayro and Andy Matheny be and hereby are promoted to Zoning Officers for the City of Latrobe at a \$25 per hour rate with limited benefits. Health Care coverage will be limited to those allowed by our provider, MBS, and paid in lieu of coverage for the minimum hours worked may apply. Some options along with shared services with others may be provided for all code and zoning personnel.

SECTION 2. Joshua Mayro and Andy Matheny have completed the basic Zoning 101 class to competently perform the duties of a Zoning Officer for the City of Latrobe.

RESOLVED IN COUNCIL, this 14th day of April 2025.

Attest:

COUNCIL OF THE CITY OF LATROBE

Janina Hall, Council Secretary

Eric Bartels, Mayor

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), is entered into voluntarily and with full knowledge and understanding of its contents, by and among the City of Latrobe (the "City"), Nancy McCune and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 83, Local 629, ("Union" or "Unit") hereinafter collectively referred to as the "Parties."

WHEREAS, Union employee, Nancy McCune, is temporarily unable to perform the physical requirements of her job duties as a maintenance worker due to an injury that occurred outside the work place and has requested an accommodation during her recovery period; and

WHEREAS, the City does not have a light duty position for a maintenance worker and asserts that it is not required to create a light duty position to accommodate Ms. McCune's request for a light duty position, and specifically the limitation that she cannot lift more than ten (10) pounds nor perform duties that are physically taxing or require intense physical exertion; and

WHEREAS, Ms. McCune, representatives of the Union and the City engaged in a dialogue and discussions regarding a non-precedential compromise to avoid grievance litigation and find a suitable solution acceptable to all Parties; and

WHEREAS, the parties wish to amicably resolve their dispute on the terms set forth in this MOU on a binding but non-precedential basis.

NOW THEREFORE, the parties agree as follows:

1. The foregoing recitals are incorporated herein as essential and material terms and conditions of this MOU.

2. Ms. McCune will be temporarily assigned to perform the following job duties: Ms. McCune will be expected to work 40 hours a week. The hourly start-time schedule will be flexible in order to perform all duties. She will not accrue overtime wages unless she has worked over 40 hours during the work week with prior approval by her supervisor. She will receive the full-time benefits and PTO as identified in the AFSME CBA for the clerical unit. Prioritized Duties shall be: (a) custodial duties (b) weigh master (c) clerical and parking back-up. A description of duties within these jobs is:

3. ~~Custodial duties: Ms. McCune will be responsible for the light cleaning,~~ primarily waste removal from receptacles in all of the Municipal Building employee and public areas but will not be responsible for the Fire Department. This includes the Transfer Station customer area and employee areas, and the parking garage and patio alongside the parking garage; but she will not be responsible for the garage service area. Under no circumstances is Ms. McCune expected to lift any items of more than 10 lbs., nor is she expected to undertake any duties described herein that would be considered physically exerting.

4. Weigh Master duties: Ms. McCune will work on a flexible weekly schedule. Start times may vary due to the job being performed. Ms. McCune will also be responsible for covering the Transfer Station for co-workers PTO and/or excused absences. Her scheduled shifts will be posted with one weeks' notice unless she is asked to cover an emergency call-off to ensure she can schedule appropriately to complete all duties.

5. Clerical and Parking Attendant fill-in duties: Ms. McCune will fill in clerically when there are two or less co-workers in the office and only if she is not scheduled for

weighmaster duties. Her duties in the Municipal Building office will consist of helping at the service window processing resident transactions in the square system, retrieving and sorting mail, and answering the phone. Ms. McCune will spend at least 3 hours per week ticketing. She will be responsible for covering the parking attendant's duty when the primary attendant has PTO or an excused absence. Ms. McCune will be notified at least one week in advance for both clerical and parking attendant coverage so any necessary adjustments in scheduling can be accommodated.

6. Ms. McCune shall return to her regular duties as a maintenance worker when her treating physician releases her to perform those duties which is anticipated to be November 1, 2025.

7. This MOU shall have no binding precedential effect on any future disputes between the parties regarding the subject matter hereof, or any other matter or issue in dispute between the parties. The parties reserve their respective rights to take positions in the future regarding management rights and/or bargaining that may be inconsistent with this MOU and/or the terms upon which the parties reached this MOU. The terms of this MOU shall not be used in any grievance, arbitration or other proceeding to determine the rights of the parties regarding any future dispute that may arise.

Date: 3/24/25

Nancy McCune
Nancy McCune

AFSCME, AFL-CIO,
DISTRICT COUNCIL 83

Date: 3-04-25

CITY OF LATROBE

Date: _____

Meeting Agenda Item # A-8

A motion to hire Jessica Schrober for the clerical unit of the City of Latrobe with the AFSME contract labor rate of \$24.54 per hour.

Scheduled 24 hours per week when assigned by public works director Scott Wajdic and / or Finance officer Tim Pisula.

Cleaning of municipal complex

Meter attendant duties

Transfer Station Weighmaster fill in and Saturday rotation.

B-1

Resolution 2025 –

**Approval of PA Small Water & Sewer Program Grant
Gertrude / Jefferson Street Stormwater Project**

Be it resolved The City of Latrobe of Westmoreland County hereby requests a PA Small Water and Sewer Program grant of \$428,513.00 from the Commonwealth Financing Authority to be used for Gertrude Street/Jefferson Street Stormwater Management Project.

Be it further resolved that the Applicant does hereby designate Eric Bartels, Mayor and Timothy Pisula, Director of Finance and Administration, as the official(s) to execute all documents and agreements between the City of Latrobe and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Timothy Pisula, duly qualified Director of Finance and Administration of The City of Latrobe, Westmoreland County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of City Council at a regular meeting held April 14, 2025 and said Resolution has been recorded in the Minutes of the City of Latrobe and remains in effect as of this date.

RESOLVED IN COUNCIL, this 14th day of April 2025.

Attest:

COUNCIL OF THE CITY OF LATROBE

Janina Hall, Council Secretary

Eric Bartels, Mayor

City of Latrobe
Gertrude & Jefferson Street Stormwater Management

1 Mobilization / Demobilization	1 LS @ \$ 10,000.00 /LS	= \$ 10,000.00
2 Erosion & Sedimentation Control	1 LS @ \$ 5,000.00 /LS	= \$ 5,000.00
3 Clearing And Grubbing	1 LS @ \$ 3,000.00 /LS	= \$ 3,000.00
4 48" Dia. Sanitary Manhole (4-8' Deep)	4 EA @ \$ 5,000.00 /EA	= \$ 20,000.00
5 8" SDR-35 sanitary sewer pipe (Incl. excavation, 2B stone bedding	140 LF @ \$ 100.00 /LF	= \$ 14,000.00
6 4" SDR-35 sanitary sewer lateral pipe (Incl. excavation, 2B stone bedding and select backfill)	180 LF @ \$ 50.00 /LF	= \$ 9,000.00
7 Sanitary sewer lateral cleanout	4 EA @ \$ 2,500.00 /EA	= \$ 10,000.00
8 PennDOT Standard Inlet Box, Height ≤10', Type 'M' Cast Iron Frame	5 EA @ \$ 5,000.00 /EA	= \$ 25,000.00
9 48" Dia. Storm Manhole, Height ≤ 10'	2 EA @ \$ 4,000.00 /EA	= \$ 8,000.00
10 12" HDPE smooth-interior storm pipe (Incl. excavation, 2B stone bedding and select backfill)	96 LF @ \$ 80.00 /LF	= \$ 7,680.00
11 12" HDPE smooth-interior storm pipe (Incl. excavation, 2B stone bedding and select backfill)	216 LF @ \$ 90.00 /LF	= \$ 19,440.00
12 18" HDPE smooth-interior storm pipe (Incl. excavation, 2B stone bedding and select backfill)	130 LF @ \$ 160.00 /LF	= \$ 20,800.00
13 PennDOT Class 4, Type A non-woven Geotextile Fabric	2940 SY @ \$ 5.00 /SY	= \$ 14,700.00
ADS System Outlet Control Structure (60" Dia. Storm Manhole with internal weir plate, Height ≤ 10')	1 EA @ \$ 8,000.00 /EA	= \$ 8,000.00
14 4" Underdrain under ADS detention system	150 LF @ \$ 40.00 /LF	= \$ 6,000.00
ADS MC-3500 90"x77"x45" Chambers (Incl. excavation, 2B stone bedding & select backfill)	162 EA @ \$ 1,000.00 /EA	= \$ 162,000.00
17 ADS MC-3500 Endcaps	18 EA @ \$ 300.00 /EA	= \$ 5,400.00
18 ADS MC-3500 Distribution Manifold	1 EA @ \$ 10,000.00 /EA	= \$ 10,000.00
19 ADS System Inlet Structure	1 EA @ \$ 5,000.00 /EA	= \$ 5,000.00
20 ADS Chamber Inspection Ports	9 EA @ \$ 500.00 /EA	= \$ 4,500.00
21 Yard Drains into ADS Chambers	6 EA @ \$ 500.00 /EA	= \$ 3,000.00
Superpave Asphalt Mixture Design, WMA Binder Course, PG 64-22, 0.3 To < 3 Million ESALs, 19.5 MM Mix (4.0" Pavement Depth)	19 TOI @ \$ 150.00 /TON	= \$ 2,850.00
Superpave Asphalt Mixture Design, WMA Wearing Course, PG 64-22, 0.3 To < 3 Million ESALs, 9.5 MM Mix, SRL-H (1.5" Pavement Depth)	8 TOI @ \$ 180.00 /TON	= \$ 1,440.00
24 Concrete Curb Replacement	50 LF @ \$ 50.00 /LF	= \$ 2,500.00
25 Concrete Sidewalk Replacement	20 SY @ \$ 200.00 /SY	= \$ 4,000.00
26 Redistribute On-Site Stockpiled Topsoil	130 CY @ \$ 15.00 /CY	= \$ 1,950.00
27 Seeding and Soil Supplements	150 LB @ \$ 50.00 /LB	= \$ 7,500.00

Construction Total \$ 390,760.00

Contingency \$ 19,538.00

Right-of-Way Acquisition \$ 15,000.00

Engineering \$ 39,076.00

Inspection \$ 31,260.00

Administration \$ 8,500.00

TOTAL PROJECT \$ 504,134.00

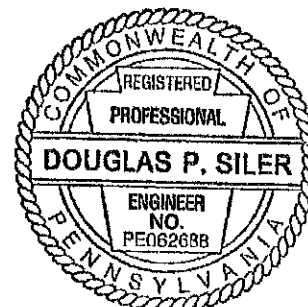
PA SMALL WATER AND SEWER GRANT \$ 428,513.00

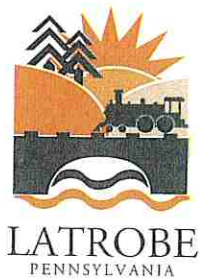
LOCAL MATCH \$ 75,621.00


Douglas P. Siler, P.E.

Date

3/26/25





CITY OF LATROBE

Administration and

Finance Department

901 Jefferson Street

P.O. Box 829

Latrobe, PA 15650

(724) 539-8548

(724) 537-4802 fax

March 27, 2025

PA Department of Community & Economic Development
Office of Innovation and Investment – CFA Programs Division
PA Small Water and Sewer Program
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

Subject: City of Latrobe
Gertrude Street/Jefferson Street Stormwater Management Project

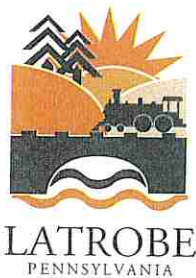
To Whom it May Concern,

Please be advised that the City of Latrobe will provide matching funds of \$75,621.00 for the above noted project. The funds will be made available by City of Latrobe Stormwater Funds.

Please contact my office with further questions regarding this project.

Very truly yours,

Terry Carcella
City Manager
CITY OF LATROBE



CITY OF LATROBE

Administration and

Finance Department

901 Jefferson Street

P.O. Box 829

Latrobe, PA 15650

(724) 539-8548

(724) 537-4802 fax

March 27, 2025

PA Department of Community & Economic Development
Office of Innovation and Investment – CFA Programs Division
PA Small Water and Sewer Program
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

Subject: City of Latrobe
Gertrude Street/Jefferson Street Stormwater Management Project

To Whom it May Concern,

Please be advised that the project will be owned and maintained by the City of Latrobe.

Please contact my office with further questions regarding this project.

Very truly yours,

Terry Carcella
City Manager
City of Latrobe

Resolution 2025 –**Approval of PA Small Water & Sewer Program Grant
Joanne Drive Stormwater Project**

Be it resolved The City of Latrobe of Westmoreland County hereby requests a PA Small Water and Sewer Program grant of \$237,893.00 from the Commonwealth Financing Authority to be used for the Joanne Drive Stormwater Management Project.

Be it further resolved that the Applicant does hereby designate Eric Bartels, Mayor and Timothy Pisula, Director of Finance and Administration, as the official(s) to execute all documents and agreements between the City of Latrobe and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Timothy Pisula, duly qualified Director of Finance and Administration of The City of Latrobe, Westmoreland County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of City Council at a regular meeting held April 14, 2025 and said Resolution has been recorded in the Minutes of the City of Latrobe and remains in effect as of this date.

RESOLVED IN COUNCIL, this 14th day of April 2025.

Attest:

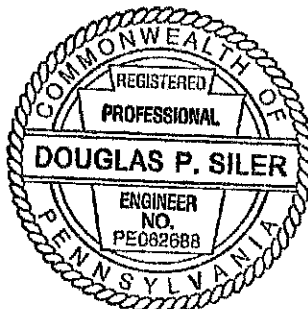
COUNCIL OF THE CITY OF LATROBE

Janina Hall, Council Secretary

Eric Bartels, Mayor

Joanne Drive Stormwater Management

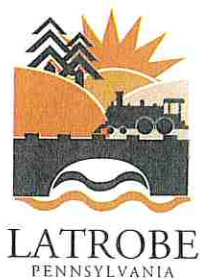
Item	Description	Quantities	Unit Price	Total
1	Mobilization / Demobilization	1 LS	\$ 10,000.00 /LS = \$	10,000.00
2	Erosion & Sedimentation Control	1 LS	\$ 5,000.00 /LS = \$	5,000.00
3	Clearing And Grubbing	1 LS	\$ 3,000.00 /LS = \$	3,000.00
4	Milling of Bituminous Pavement Surface, 1 1/2" Depth, Milled Material	2500 SY	\$ 5.00 /SY = \$	12,500.00
5	Type D-W Headwall / Endwall	1 EA	\$ 3,000.00 /EA = \$	3,000.00
6	Rock Riprap (R-5)	10 TON	\$ 100.00 /TON = \$	1,000.00
7	Rock Riprap (R-7)	175 TON	\$ 120.00 /TON = \$	21,000.00
8	Detention Pond Earthwork	1 LS	\$ 40,000.00 /LS = \$	40,000.00
9	Detention Pond Principal Spillway Riser	1 EA	\$ 6,000.00 /EA = \$	6,000.00
10	15" HPPP Pipe w/Concrete Cradle and Anti-Seep Collars	40 LF	\$ 200.00 /LF = \$	8,000.00
11	Detention Pond Emergency Spillway Control Wall	5 CY	\$ 1,200.00 /CY = \$	6,000.00
12	PennDOT Class 4, Type A non-woven Geotextile Fabric	390 SY	\$ 5.00 /SY = \$	1,950.00
13	4" Underdrain encased in #57 stone envelope for detention pond	50 LF	\$ 40.00 /LF = \$	2,000.00
14	Detention Pond Emergency Spillway Control Wall	5 CY	\$ 1,200.00 /CY = \$	6,000.00
15	Detention Pond Soil Media Bed	315 CY	\$ 50.00 /CY = \$	15,750.00
16	PennDOT Type 4 Inlet Box, Height ≤ 10', Type 'M' Cast Iron Frame & Grate	3 EA	\$ 5,000.00 /EA = \$	15,000.00
17	18" HDPE smooth-interior storm pipe (incl. excavation, 2B stone bedding and 2A stone backfill)	25 LF	\$ 140.00 /LF = \$	3,500.00
18	18" HDPE smooth-interior storm pipe (incl. excavation, 2B stone bedding and select backfill)	75 LF	\$ 160.00 /LF = \$	12,000.00
19	Superpave Asphalt Mixture Design, WMA Binder Course, PG 64-22, 0.3 To < 3 Million ESALs, 19.5 MM Mix (4.0" Pavement Depth)	47 TON	\$ 150.00 /TON = \$	7,050.00
20	Superpave Asphalt Mixture Design, WMA Wearing Course, PG 64-22, 0.3 To < 3 Million ESALs, 9.5 MM Mix, SRL-H (1.5" Pavement Depth)	20 TON	\$ 180.00 /TON = \$	3,600.00
21	Concrete Curb Replacement	50 LF	\$ 50.00 /LF = \$	2,500.00
22	Concrete Sidewalk Replacement	20 SY	\$ 200.00 /SY = \$	4,000.00
23	Redistribute On-Site Stockpiled Topsoil	270 CY	\$ 15.00 /CY = \$	4,050.00
24	Trees (1.5" caliper)	20 EA	\$ 500.00 /EA = \$	10,000.00
25	Shrubs (5-gallon container)	40 EA	\$ 100.00 /EA = \$	4,000.00
26	Seeding and Soil Supplements	100 LB	\$ 50.00 /LB = \$	5,000.00
Construction Total				\$ 211,900.00
Contingency				\$ 10,595.00
Right-of-Way				\$ 15,000.00
Engineering				\$ 21,190.00
Inspection				\$ 16,952.00
Administrative				\$ 4,238.00
TOTAL PROJECT				\$ 279,875.00
PA SMALL WATER AND SEWER GRANT				\$ 237,893.00
LOCAL MATCH				\$ 41,982.00



Douglas P. Siler
 Douglas P. Siler, P.E.

3/26/25

Date



CITY OF LATROBE

Administration and

Finance Department

901 Jefferson Street

P.O. Box 829

Latrobe, PA 15650

(724) 539-8548

(724) 537-4802 fax

March 27, 2025

PA Department of Community & Economic Development
Office of Innovation and Investment – CFA Programs Division
PA Small Water and Sewer Program
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

Subject: City of Latrobe
Joanne Drive Stormwater Management Project

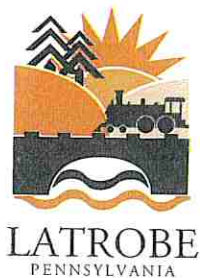
To Whom it May Concern,

Please be advised that the City of Latrobe will provide matching funds of \$41,982.00 for the above noted project. The funds will be made available by City of Latrobe Stormwater Funds.

Please contact my office with further questions regarding this project.

Very truly yours,

Terry Carcella
City Manager
CITY OF LATROBE



CITY OF LATROBE

Administration and

Finance Department

901 Jefferson Street

P.O. Box 829

Latrobe, PA 15650

(724) 539-8548

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400 North Street, 4th Floor
Harrisburg, PA 17120-0225

Subject: City of Latrobe
Joanne Drive Stormwater Management Project

To Whom it May Concern,

Please be advised that the project will be owned and maintained by the City of Latrobe.

Please contact my office with further questions regarding this project.

Very truly yours,

Terry Carcella
City Manager
City of Latrobe

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

CITY OF LATROBE POLICE	:	
BARGAINING UNIT	:	
	:	
	:	
AND	:	12-HOUR SHIFTS
	:	
CITY OF LATROBE	:	
	:	

This MEMORANDUM OF UNDERSTANDING (the "MOU"), is entered into voluntarily and with full knowledge of its contents, by and among the City of Latrobe (the "City"), and the City of Latrobe Police Department Bargaining Unit ("Union") hereinafter collectively referred to as the "Parties."

WHEREAS, the City and Union are parties to a Collective Bargaining Agreement (hereinafter "CBA") presently in effect from January 1, 2025 to December 31, 2028, which addresses terms and conditions of employment.

WHEREAS, Article II – Hours of Work, 2. Schedules, provides a 12-hour work schedule option, consisting of three shifts of 6:00 a.m. to 6:00 p.m., 6:00 p.m. to 6:00 a.m., and 3:00 p.m. to 3:00 a.m working a "2-2-3" day rotation ("3-12" schedule).

WHEREAS, the 3-12 schedule results in four (4) additional hours of work every pay period or eight (8) additional hours per month.

NOW THEREFORE, the parties agree as follows:

1. Members who work the 3-12 schedule shall receive one (1) additional scheduled day off per month.
2. This day off will be in lieu of eight (8) hours of overtime compensation.

3. The additional scheduled day off will be added either at the beginning or at the end of one of the member's existing three (3) consecutive days off by the end of the month.
4. Members shall not have their additional scheduled day off rescheduled unless the modification is made by mutual agreement of the parties.
5. Members assigned as a School Resource Officer ("SRO") shall work the first schedule option set forth in the CBA consisting of five shifts at eight hours per shift (5-8 schedule). When school is not in session, the officer shall work the second schedule option consisting of 3-12's as provided herein and receive an additional scheduled day off as enumerated in Paragraph 3 above.
6. This Memorandum of Understanding shall automatically renew each year thereafter unless modified by mutual agreement of the parties.
7. All other provisions of the current Collective Bargaining Agreement remain unchanged.
8. The Parties affirm that they have carefully read and understood this Memorandum of Understanding, that it has been reviewed with legal counsel, and that they are authorized to legally bind the Party on whose behalf they have signed.
9. This Memorandum of Understanding shall become effective on the date of the last required signature.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have set their hands and seals on the day and year set forth below.

2


Sean Grosso
City of Latrobe Police Dept. Bargaining Unit

03/18/2025
Date


Jacob Cholock
City of Latrobe Police Dept. Bargaining Unit

03/18/2025
Date


Zachary Gustafson
City of Latrobe Police Dept. Bargaining Unit

03/18/2025
Date

Eric Bartels
Mayor, City of Latrobe

Date

Terry Carcella
City Manager, City of Latrobe

Date

**Agreement Between
The City of Latrobe and the Dr. Robert Ketterer Charter School, Inc.
For A School Resource Officer**

This Agreement made this _____ day of _____, 2025 by and between the City of Latrobe (hereinafter "the City") and the Dr. Robert Ketterer Charter School, Inc. (hereinafter "School").

WHEREAS, the School requires the services of a School Resource Officer (hereinafter referred to as "Officer" or "SRO") to be supplied by the City to provide resource and the school police services at its School that is jointly in the City of Latrobe and the Unity Township; and,

WHEREAS, the City of willing to provide the School with the SRO services in accordance with the terms of this Agreement.

NOW THEREFORE, the City and the School, in consideration of the mutual promises and covenants contained herein, hereby agree to the appointment of a SRO under the provisions as specified in this Agreement.

ARTICLE I

1. Subject to Article V below, the term of this Agreement shall be in effect from August 1, 2025, through July 31, 2028.

ARTICLE II

1. Subject to Article V below, the City will employ one police officer to be assigned to the school as a SRO from August 1, 2025, to July 31, 2028. The police officer assigned to the position of SRO shall be an employee of the City. The police officer assigned shall be subject to the approval of the School.
2. The School shall as necessary, by appropriate proceedings, pursuant to 24 P.S. §13-1301-C, et al., qualify the person appointed to the position of SRO, who shall have all of the powers and authorities set forth in this statute. This Agreement shall be conditioned upon and shall become effective upon an appropriate approval, as necessary, appointing the officer as a School Resource Officer.
3. The SRO shall be assigned to the School eight (8) hours per day, on each day of the school year when the school is open, on a schedule deemed necessary by School administration.
4. Any hours in excess of eight (8) hours per day (or 40 hours per week) will be compensated at 1 and ½ times the SRO's hourly rate in accordance with the City of Latrobe Police Department's Collective Bargaining Agreement with the City. Except in the case of an emergency, the City and the School must authorize and approve overtime hours.

5. If requested by the School, the Officer shall attend educational or training programs that will enhance or benefit his role as SRO. Educational and training programs requested by the School shall be paid for by the School.
6. The City agrees that the SRO shall have all mandatory yearly certified training, firearms training, and all other mandated training to maintain the Officer's State certification as a police officer.
7. The City agrees that, prior to his appointment, the SRO will undergo the following (as necessary, at the expense of the City) to maintain the Officer's State Certification as a Police Officer or as required by the Public School Code of 1949 or other law:
 - a. Comprehensive background checks
 - b. Complete drug screening and testing
 - c. Complete Psychological Profile
 - d. Physical Exam and Fitness Test

The results of 7a. through 7d. shall be provided to the School.

8. The City shall provide the SRO with all standard issue police equipment and uniforms as he or she would have if on standard patrol duty in his or her capacity as a City police officer.
9. The School will be billed on a monthly basis at a rate of quarterly basis by the City for the cost of the provision of the SRO services provided herein.
10. With respect to purely police operation, the SRO shall at all times report to the City Chief of Police, or his designee, through the established Police Department Chain of Command.
11. This Agreement shall remain in effect for the period of three (3) years from the date hereof and either Dr. Robert Ketterer Charter School or City of Latrobe Police Department can terminate the agreement with or without cause by giving to the other party sixty (60) days written notice of the intent to terminate this Agreement and setting forth in that written termination notice the effective date of the termination.
12. If neither Dr. Robert Ketterer Charter School nor the City of Latrobe Police Department have given notice to the other of the termination of this Agreement prior to August 1, 2028 then both parties agree that the contract extends on a year to year basis until such time as a proper communication occurs as referenced in section 11.

ARTICLE III

Duties and Responsibilities

The School Resource Officer will:

1. Formulate educational crime prevention programs, a basic understanding of the law, the role of the police officer, and the police mission to reduce the opportunity for crimes

against persons and property in and on school property. Present programs on various relevant topics to students, such as drug awareness, anger management, bullying, and internet safety.

2. Coordinate activities with the Chief Executive Officer or their designees and will obtain their approval, advice, and guidance prior to commencing any program within the school. He/she will abide by all the School policies, but shall remain fully responsive to the chain of command of the City of Latrobe Police Department in all matters relating to employment and supervision.
3. Act as liaison resource to the Chief Executive Officer in investigation of criminal law violations occurring in the school or on school property.
4. Enforce federal, state and local criminal laws and assist in administering regulations regarding student conduct as needed by the Chief Executive Officer.
5. Counsel school students in special situations, when requested by the Chief Executive Officer or the Chief Executive Officer's designee, such as students engaging in criminal conduct.
6. The SRO is not to be involved in disciplinary infractions that do not constitute violations of the law and shall not act as a school disciplinarian.
7. Participate the Parent-Teacher-Student meetings as requested by the Chief Executive Officer.
8. Confer with the Chief Executive Officer to develop plans and strategies to prevent, identify, and minimize dangerous situations on or near school grounds or involving school students as school related activities.
9. The SRO will reaffirm his/her role as a law enforcement/School Resource Officer by wearing his/her uniform, appropriate badges for a police officer of the City of Latrobe and School Resource Officer. The SRO shall be aware at all times of his/her responsibility to promote positive relationships between the police, students, parents, faculty and staff.
10. At all times the SRO will maintain strict confidentiality regarding all student and school matters, in both the school setting and the community, except as may be required to be reported to his/her Officer in Charge at the City of Latrobe Police Department. At no time shall this officer release any information pertaining to his duties as SRO unless authorized by the Chief of Police and the Superintendent of the School.

ARTICLE IV

Materials and Facilities

The School shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of his/her duties:

- Access to a proper private office, which shall contain a telephone.
- A location for files and records that can be properly locked and secured.
- A workstation with drawers, chair, filing cabinet and officer supplies.

The City shall provide to the SRO the following materials which are deemed necessary to the performance of his/her duties:

- A laptop computer that is compatible with the City of Latrobe Police Software.
- Software for use by the Officer.

ARTICLE V **Dismissal**

In the event that the Chief Executive Officer of the School feels that the particular Officer is not effectively performing his or her duties and responsibilities, the Chief Executive Officer shall contact the Chief of Police. If the Chief of Police desires, the Chief Executive Officer and the Chief of Police or their designees shall meet with the Officer to mediate or resolve any problems which may exist. The Chief Executive Officer has the authority to terminate the services of the Officer at any time, and the Chief of Police shall designate another officer to fill the SRO position.

ARTICLE VI **Agreement**

This Agreement constitutes a final written expression of all terms and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

Witness

City of Latrobe:

By: _____
Terry Carcella, City Manager

By: _____
Eric Bartels, Mayor

ATTEST:

Witness

Dr. Robert Ketterer Charter School, Inc.:

By: _____
Eric Guldin, Chief Executive Officer

B- 7

SafeCide Wetlands & Pest Management
3408 Beech Street
Pittsburgh, PA 15212
412-322-8595
March 5, 2025

Last year
cost was
\$2,250 —

Mr. Daniel T. Weimer, City of Latrobe
Office of Zoning & Code Enforcement
901 Jefferson Street
Latrobe, PA 15650

RE: Bid on Mosquito Control for the City of Latrobe, 2025

Dear Mr. Weimer,

SafeCide has successfully managed the Latrobe area wetlands for 30 years. We would like to continue our service to the community in 2025. Please take a few moments to review our bid to manage the mosquito problem that will unfold over the next few months.

In 2025, SafeCide Wetlands will provide the following mosquito control services:

- 1) A monthly survey of roughly 10 acres of woodland and flood plain on the south side of Ligonier Street, between Avenues A and D. This will include property under the power lines between Avenue A and a Latrobe City Park, flood zones along the river front park and some of the remaining industrial property owned by Mr. Robert Schmucker. A small floodwater site in the residential area along Unity Street, on the border of Latrobe & Unity Township, will also be serviced.
- 2) Mosquito breeding sites will be treated to prevent the emergence of adult mosquitoes. A mix of new and old pesticide formulations will match conditions found on site.
- 3) All treatment will be done by a commercial pest control operator, certified in Public Health and insured in accordance with laws enforced by the Pennsylvania Department of Agriculture. A new certificate of SafeCide liability insurance, with the City of Latrobe listed as a stakeholder, will be issued in late May or early June.
- 4) A report on site conditions, mosquito populations and pesticide treatments will accompany an invoice at the end of each month.


5) A medical entomologist with 45+ years of experience in public health will be on call to answer questions about pests of public health importance during the entire season.

The fee for providing this service is \$2,500.00 for the five (5) month season of April through August, payable in installments of Five Hundred dollars (\$500.00) per month.

If weather conditions favor an extension of the mosquito breeding season into September/October, SafeCide will treat the sites for the same monthly fee. However, given the flood prone nature of the Latrobe area wetlands, should a severe storm cause widespread flooding at a time when a large hatch of mosquitoes will occur, this agreement shall allow SafeCide to be paid a one-time \$750.00/month for the extra materials it will take to manage the wide and deeply flooded areas. Rest assured that this paragraph will only apply after an on-site consultation with the City of Latrobe Office of Zoning and Code Enforcement.

If these terms are agreeable to you, please sign below and return a copy to me. The favor of a reply by early-mid April is requested. Should any questions arise, please feel free to call me at 412-322-8595.

Sincerely,



William Todaro, MS, BS
Medical Entomologist
SafeCide Wetlands

Terms of bid agreed and accepted on this _____ day of _____, 2025.

By: _____

Title; _____

City of Latrobe



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 2/4/2025 To: 5/5/2025

Quotation # Q-540978

B-8

Date: March 14, 2025

Customer # Contract # 4400022588

City of Latrobe
Zoning and Code Enforcement
901 Jefferson Street
Latrobe, PA 15650

ATTENTION: Joshua Mayro
PHONE: 724-539-8548 x1009
EMAIL: jmayro@cityoflatrobe.org

Material	Qty	Unit Price	Total
153148	2	\$684.00	\$1,368.00
ArcGIS Online Creator User Type Annual Subscription			

Subtotal:	\$1,368.00
Sales Tax:	\$82.08
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$1,450.08

*Pricing reflects PA State Contract: 4400022588

The Creator Named User includes 500 credits. These credits refresh annually with license renewal; unused entitlement credits do not roll over. Additional credits can be purchased in blocks of 1000 credits for \$120. For additional information regarding credits please reference this link <https://www.esri.com/en-us/arcgis/products/arcgis-online/pricing/credits>.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Sadia Afrin

Email:
safrin@esri.com

Phone:
9093692450 x2450

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

AFRINS

This offer is limited to the terms and conditions incorporated and attached herein.

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**FIRST AMENDED INTERGOVERNMENTAL
AGREEMENT FOR THE ESTABLISHMENT
OF THE CENTRAL WESTMORELAND
UNIFORM CONSTRUCTION CODE BOARD
OF APPEALS**

THIS FIRST AMENDED INTERGOVERNMENTAL AGREEMENT ("First Amended Agreement" and/or "Agreement") is made this _____ day of _____, 2024, is entered into by and among the Participating Municipalities of the Original Intergovernmental Agreement, being:

The City of Greensburg (hereinafter "Greensburg"), a duly formed home rule municipality of the Commonwealth of Pennsylvania, having a principle place of business located at 416 S. Main Street, Greensburg, PA 15601; and

The Borough of Irwin (hereinafter "Irwin"), a duly formed borough of the Commonwealth of Pennsylvania, having a principle place of business located at 424 Main Street, Irwin, PA 15642; and

The City of Latrobe (hereinafter "Latrobe"), a duly formed home rule municipality of the Commonwealth of Pennsylvania, having a principle address of 901 Jefferson Street, Latrobe, PA 15650; and

The Borough of New Stanton (hereinafter "New Stanton"), a duly formed borough of the Commonwealth of Pennsylvania, having a principle address of 318 Painterville Road, New Stanton, PA 15672.

WHEREAS, Certain municipalities in Central Westmoreland County have enacted ordinances adopting the Uniform Construction Code ("UCC"), Act 45 of 1999, 35 P.S. § 7210.101, et seq. (hereinafter the "Act");

WHEREAS, Section 301 of the Act directed the Pennsylvania Department of Labor and Industry to promulgate regulations with respect to the administration and enforcement of the Act, which regulations were codified at Title 34 Pa. Code, Chapters 401, 403 and 405 (hereinafter "Regulations");

WHEREAS, Section 403.121 of the Regulations, 34 Pa. Code § 403.121, as authorized by Section 501(c) of the Act, 35 P.S. § 7210.501(c), provides that a municipality adopting administration and enforcement of the UCC must create an appeals board, and that two or more municipalities may establish a joint board of appeals through an intergovernmental cooperation agreement adopted under the authority of the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S. § 2301, et seq.

WHEREAS, under the Pennsylvania Intergovernmental Cooperation Act, 53 Pa. C.S.A. § 2301, et seq., municipalities may enter into an intergovernmental cooperation agreements upon the passage of an ordinance/resolution by its governing body.

WHEREAS, seven (7) municipalities located in central Westmoreland County desired to enter into an intergovernmental cooperation agreement ("Original Intergovernmental Agreement") to establish the Central Westmoreland County Uniform Construction Code Board of Appeals, to hear and rule on appeals, requests for variances and requests for extension of time as may be filed under each Participating Municipality's UCC ordinance/resolution.

WHEREAS, the above four (4) Participating Municipalities approved the Original Intergovernmental Agreement for the Establishment of the Central Westmoreland Uniform Construction Code Board of Appeals; and

WHEREAS, it was anticipated that three (3) additional members would join in approving said Original Intergovernmental Agreement, however, they have not done so to date; and

WHEREAS, following the first four Participating Municipality's approval of the Original Intergovernmental Agreement, new municipalities have asked that they be permitted to join the group of four and become Participating Municipalities; and

WHEREAS, the Original Intergovernmental Agreement did not provide a mechanism for the expansion of membership; and

WHEREAS, the four (4) Participating Municipalities who have approved the Original Intergovernmental Agreement desire to approve this First Amended Agreement, modifying the terms of the Agreement by removing the three (3) municipalities who have failed to approve the Original Intergovernmental Agreement, and to provide a process for changing membership.

NOW, THEREFORE, based on the foregoing and pursuant to the authority of the Pennsylvania Intergovernmental Cooperation Act, as amended, the Participating Municipalities agree and **WITH INTENT TO BE LEGALLY BOUND HEREBY** as follows:

SECTION 1. ESTABLISHMENT OF THE BOARD OF APPEALS

- 1.1 The Participating Municipalities, hereby establish the Central Westmoreland County Uniform Construction Code Board of Appeals ("Board").
- 1.2 By enactment of an Resolutions authorizing execution of this Agreement, the Participating Municipalities hereby designate the Board as the body to hear and rule on appeals, requests for variances, and requests for extensions of time brought under the codes and standards promulgated in the most current version of the Act, as may be amended and adopted by a Participating Municipality from time to time.

SECTION 2. PURPOSE.

- 2.1. The purpose of the Board is to hear and rule on appeals, requests for variances, and requests for extensions of time under the Act and Regulations.

SECTION 3. ORGANIZATION

- 3.1 The Board shall consist of three members. The Board Members shall be selected by a selection committee comprised of one representative from each of the Participating Municipalities, as appointed by their respective governing bodies. Board Members shall serve 3 year terms. Board Member terms shall be staggered, such that the initial Board shall be comprised of Members each with a one (1), two (2), and three (3) year term, and shall thereafter serve (3) year terms. Members shall not serve on any board, commission or other appointed or elected board, nor shall they be an employee of, any Participating Municipality.
- 3.2 Members of the Board shall be qualified by training and experience to pass on matters pertaining to building construction, as required by the Act and Regulations.
- 3.3 A member of the Board may be removed for failure to perform their duties, failure to attend three meetings in a calendar year, misfeasance, malfeasance, or being charged with a crime being classified as a misdemeanor or felony.
- 3.4 The Board shall hold an annual organizational meeting at which it shall elect a Chairman, Vice Chairman and Secretary. The Chairman or Vice Chairman shall have the authority to call the Board into special session. Said annual meeting shall occur at the same time as the first meeting of the Board in which an application is heard in that calendar year.
- 3.5 A member of the Board may not cast a vote or participate in a meeting or hearing in any appeal, request for variance or request for extension of time in which the member has a personal, professional or financial interest, or where such participation may otherwise constitute a conflict of interest within the meaning of the State Ethics Act.
- 3.6 The Board, with the assistance of the Participating Municipality from where the action item originated, shall schedule meetings and hearings (hereinafter interchangeably referred to as "hearings" and/or "meetings") and provide public notice of meetings in accordance with the Pennsylvania Sunshine Act, 65 Pa.C.S. § 701, *et seq.*, as amended. Meetings shall take place at the municipal facility wherein the matter originated. If there are multiple applications scheduled for the same

meeting, the meeting shall occur at a location agreed upon by the Participating Municipalities subject to the meeting. In the event the Participating Municipalities cannot agree, it shall occur in the Municipality where the first application was filed. The cost of advertising the public notice for the meeting of the Board shall be borne by the Participating Municipality wherein the matter originated.

- 3.7 The Board may not act on appeals, requests for variance or requests for an extension of time relating to accessibility. See Section 4.11 below.
- 3.8 The Board may, as it deems necessary, request from the Participating Municipalities that it be permitted to hire legal, architectural, engineering or other professional consultants. The fees for said consultants shall be invoiced specifically by application before the board and shall be paid for by the Participating Municipality wherein said application originated (e.g. professional fees related to an appeal from a UCC denial shall be paid for by the Participating Municipality where the underlying denial was issued). Requests for the retaining of professional consultants shall not be unreasonably denied by the Participating Municipalities.
- 3.9 Each Participating Municipality shall respectively establish, by way of resolution or ordinance, the filing fee for an appeal or request for variance or extension of time for matters arising in their jurisdiction. Applicants before the Board shall pay the fee as established by the Participating Municipality wherein the underlying matter originated.
- 3.10 Members shall be paid an appearance fee of \$200.00 for each meeting they attend. Members shall be paid the then effective IRS millage rate for travel to said meeting, covering the distance from the Member's home to the meeting location and back. The appearance and millage payments shall be made by the Participating Municipality wherein the underlying matter originated. In the event that there are multiple matters before the Board from different municipalities, the appearance and millage fees shall be prorated by and between the Participating Municipalities wherein the underlying matter originated, based upon the number of matters originating from each Participating Municipality.
- 3.11 The Participating Municipality from which the appeal is generated shall be responsible to payment of the Member appearance and mileage fees, the cost of a court reporter for said hearing, the cost of advertising the notice of the hearing, the costs of all Board retained experts for said hearing, and all other expenses in relation to the appeal. In the event there are multiple applications for review from multiple Participating Municipalities, the above referenced fees shall be proportionally shared by the Participating Municipalities wherein

the applications originated.

- 3.12 From time to time, the Board may establish rules and procedures for the conduct of hearings and its business; provided, however, that the Board and Participating Municipalities shall all act consistently with the Act and Regulations.

SECTION 4. APPEALS, REQUESTS FOR VARIANCE AND EXTENSIONS OF TIME

- 4.1 An owner or owner's agent may seek a variance or extension of time or appeal a decision of a Participating Municipality's building code official by filing with the Participating Municipality an appeal. Each Participating Municipality shall determine which format in which to accept appeals, whether they be in paper and/or digital form.
- 4.2 In the case of paper submission, the postmark date or the date of personal service of the Appeal Form on the Participating Municipality, or in the case of digital submission, the submission of the digital forms, together with receipt of the filing fee, will establish the filing date of the appeal, or request for variance or extension of time. If the complete payment of the fees and forms are submitted on different dates, the receipt of the latter shall be the date of the appeal.
- 4.3 The filing of an appeal or request for variance or extension of time will automatically suspend an action to enforce an order to correct issued by the building code official until the matter is resolved; provided, however, an action under Section 403.84 of the Regulations, 34 Pa.Code § 403.84 (relating to unsafe building, structure or equipment) may not be stayed.
- 4.4 The Board shall decide an appeal, request for variance or extension of time by reviewing the Appeal Form, accompanying documents, evidence presented at the hearing, and the written brief of argument, if any.
- 4.5 The Board shall, with the assistance of the Participating Municipality where the action arose, schedule a hearing and notify the owner or owner's agent and Participating Municipality's building code official of the date, time and place of the hearing, and shall cause for a court reporter to be present for said hearing. The hearing may be held by virtual means. The Board shall hold the hearing within 60 days from the date of appeal unless the owner or owner's agent agrees in writing to an extension of time for the hearing.
- 4.6 All hearings shall be held in accordance with the Local Agency Law, 2 Pa.C.S. § 551, et seq.

4.7 The Board shall only consider the following factors when deciding an appeal under Section 501 (c) (2) of the Act:

- A. The true intent of the Act or the Regulations have been incorrectly interpreted;
- B. The provisions of the Act do not fully apply.
- C. An equivalent or better form of construction is to be used.

4.8 The Board may consider the following factors when ruling on a request for extension of time:

- A. The reasonableness of the application of the Act or the Regulations in a particular case.
- B. The extent to which the granting of an extension of time will pose a violation of the Act or the Regulations or an unsafe condition.
- C. The availability of professional or technical personnel needed to come into compliance.
- D. The availability of materials and equipment needed to come into compliance.
- E. The efforts being made to come into compliance as quickly as possible.
- F. Compensatory features that will provide an equivalent degree of protection to the Act and/or the Regulations.

4.9 The Board may:

- A. Deny the appeal or request in whole or in part.
- B. Grant the appeal or request in whole or in part
- C. Grant the appeal or request upon certain conditions being satisfied.

4.10 The Board shall provide a written notice of its decision to the owner and to the Participating Municipality's building code official and any other party requiring notice.

4.11 Appeals and requests for extension of time relating to accessibility shall be filed with the Accessibility Advisory Board under Section 403.142 of the

Regulations, 34 Pa. Code § 403.142 (relating to Accessibility Advisory Board).

- 4.12 An owner desiring to appeal the decision of the Board shall do so to the Westmoreland County Court of Common Pleas within thirty (30) days of the date of the written decision. In the event of an appeal, the Board shall be represented by an attorney appointed and compensated by the Participating Municipality where the action originated. Said Participating Municipality shall fund all aspects of defense in said litigation.

SECTION 5. MISCELLANEOUS

- 5.1 The effective date of this First Amended Agreement shall be thirty (30) days following the Approval thereof by the four (4) original Participating Municipalities, being the City of Greensburg, Borough of Irwin, City of Latrobe, and Borough of New Stanton. If the City of Jeannette, Township of Hempfield, and Borough of Youngwood approve this Agreement, they shall automatically become Participating Members. All new Municipalities, not being one of the seven (7) municipalities identified in this Section 5.1, shall be added pursuant to Section 5.4.
- 5.2 This First Amended Agreement shall have an initial term ending on December 31, 2027 and shall renew for successive four (4) year terms unless a Participating Municipality provides ninety (90) days written notice of termination of their participation. The remaining Participating Members who do not withdraw pursuant to this subsection agree that this Agreement will automatically be reformed to reflect a Municipality's non-participation. Such reformation shall not require formal approval of a Participating Municipality's governing body.
- 5.3 Participating Municipalities shall be permitted to terminate their participation in this Intergovernmental Cooperation Agreement for just cause upon providing sixty (60) days written notice to all other Participating Municipalities. The remaining Participating Members who do not withdrawn pursuant to this subsection agree that this Agreement will automatically be reformed to reflect a Municipality's non-participation. Such reformation shall not require formal approval of a Participating Municipality's governing body.
- 5.4 New Municipalities, located within Westmoreland County, may petition for inclusion as a member of this Board of Appeals. The New Municipality shall provide a copy of said petition to the Chief Administrative Officer of each Participating Municipality. A New Municipality shall only be added to the Board of Appeals upon the affirmative vote of all Participating Municipalities. A Participating Municipality's failure to vote on a Petition for Inclusion within ninety (90) days of receipt shall result in a deemed approval. The approval of a New

Member shall cause for the automatic reformation of this Agreement to reflect the inclusion of the New Municipality as a Participating Municipality (not requiring formal approval of existing Participating Municipalities), and the New Municipality shall execute this Agreement and any Addenda thereto, being bound thereby.

- 5.5 Whenever this Agreement is automatically reformed due to the addition or reduction of members, a Solicitor for a Participating Municipality shall prepare the reformed Agreement and circulate it to all Participating Municipalities. The reformed Agreement shall only reflect a change in Participating Members and shall not include any other changes (such additional changes requiring formal approval pursuant to Section 5.7). For so long as the City of Greensburg is a Participating Municipality, their Solicitor shall prepare and circulate the new and reformed Agreement. Unless an objection is made to the reformed Agreement within five (5) business days of receipt via e-mail, the reformed Agreement shall become the new "Intergovernmental Agreement for the Establishment of the Central Westmoreland Uniform Construction Code Board of Appeals".
- 5.6 The Participating Municipalities agree that disputes regarding this Agreement and actions undertaken thereunder shall be first submitted to non-binding mediation. In the event that mediation does not resolve the conflict, all litigation shall be filed in the Court of Common Pleas of Westmoreland County. Pennsylvania law shall apply.
- 5.7 The Participating Municipalities agree that this Agreement is the full, final and complete agreement between the parties and supersedes any and all prior written and/or oral agreements. With the exception of automatic reformations as provided for in this Section 5 for the addition or withdrawal of Participating Municipalities, this Agreement may be altered or modified only in writing signed by the parties hereto, approve by the respecting Governing Bodies by way of Resolution.
- 5.8 This Agreement may be executed in counterparts, with copies of the signature pages being shared with all Participating Municipalities. It may also be executed in writing or electronically.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this First Addendum to the Intergovernmental Cooperation Agreement by their authorized representatives, as follows:

Attest:

City of Greensburg:

Secretary

By: _____
Mayor, Robert L. Bell

Attest:

City of Latrobe:

Secretary

By: _____
Mayor, Eric J. Bartels

Attest:

City of Jeannette:

Secretary

By: _____
Mayor, Curtis Antoniak

Attest:

Borough of New Stanton:

Secretary

By: _____
President of Council, Jeffery Kerr

B-10

RESOLUTION 2025-13

APPROVAL TO REVISE FIRST COMMONWEALTH BANK CREDIT CARD ACCOUNTS

NOW, THEREFORE, BE IT RESOLVED by Council of the City of Latrobe, in regular meeting assembled and by authority of the same:

SECTION 1. That the First Commonwealth Bank MasterCard Credit Card Account of former Director of Finance, Karen Meholic be terminated.

SECTION 2. That the unassigned credit limit on Police Chief Richard Bosco existing First Commonwealth Bank MasterCard credit card be increased from \$5,000 to \$10,000.

SECTION 3. That the unassigned credit limit on City Manager Terry Carcella existing First Commonwealth Bank MasterCard credit card be increased from \$5,000 to \$10,000.

SECTION 4. New Director of Finance and Administration, Timothy J. Pisula be issued a credit card from First Commonwealth Bank with an assigned credit limit of \$5,000.

RESOLVED IN COUNCIL this 14th day of April 2025.

Attest:

COUNCIL OF THE CITY OF LATROBE

Janina M. Hall, Council Secretary

Eric Bartels, Mayor

Meeting Agenda Item # B-11

A motion to purchase 923 Sanitation Toters from Republic at \$30 per unit.

Total \$27,690

Funded by the Capital fund for the implementation of Sanitation services in 2026.

- New 95 gallon toters from last year's quote run \$105 per unit. Plus shipping.
- The city would save \$69,225.
- The city will place stickers over the Republic Logo and that cost is being quoted out.
- The City would also save on the change out of all Toters and only inspect and place the new identification stickers on the current Toters in service.
- Additional new Totes (200) will have to be purchased for new customer change over from bag to toter service when implemented in 2026.
- Additional Toters will be provided by Republic for the rest of the 2025 contract at the \$30 rate.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE GOVERNING BOARD OF THE CITY OF LATROBE, WESTMORELAND COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO APPOINT A LIAISON BETWEEN IT AND BERKHEIMER, THE DULY APPOINTED COLLECTOR OF LOCAL TAXES FOR THE DISTRICT, FOR THE EXPRESS PURPOSE OF SHARING CONFIDENTIAL TAX INFORMATION WITH THE DISTRICT FOR OFFICIAL PURPOSES.

WHEREAS, Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania (53 P.S. §6901 et seq.), enacted December 31, 1965, and effective January 1, 1966, authorizes certain political subdivisions, including City of Latrobe, Westmoreland County, to provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, City of Latrobe, Westmoreland County, has entered into contractual agreement with Berkheimer of Bangor, Pennsylvania, whereby and whereunder James Pisula appointed Berkheimer to collect certain local taxes; and

WHEREAS, said Act 511 specifically mandates that any information gained by the appointed tax officer, his agents or by any other official or agent of the taxing district, as a result of any declarations, returns, investigations, hearings or verifications required or authorized by the taxing municipality's ordinance or resolution, be kept confidential, except for official purposes; and

WHEREAS, any person who divulges any information which is confidential under the provisions of any ordinance or resolution, upon conviction may be subject to fines and/or imprisonment, upon conviction, and dismissal from office or discharge from employment; and

WHEREAS, Berkheimer requires passage of a resolution by the governing body of City of Latrobe, Westmoreland County specifying that said confidential information is needed for official purposes and absolving Berkheimer from any liability in connection with the release of said confidential information.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Latrobe, in regular meeting assembled and by authority of the same:

SECTION 1. That the City of Latrobe hereby appoints Timothy Pisula as its authorized representative to make requests upon and receive any and all tax information and records from Berkheimer, relative to the collection of taxes for City of Latrobe, as desired and deemed necessary by City Council via the City Manager, to be used for official purposes only.

SECTION 2. That the Mayor, City Manager and/or Secretary of the City of Latrobe and any other proper City officer be and are each hereby authorized and directed to execute and do every other act required to carry into effect this resolution.

RESOLVED IN COUNCIL this 14th day of April, 2025.

ATTEST:

COUNCIL OF THE CITY OF
LATROBE

By:

Janina Hall
Council Secretary

Eric Bartels
Mayor