

LATROBE CITY COUNCIL AGENDA

July 8, 2024 | 6:30 PM

Municipal Building, Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Roll Call
5. Approval of Minutes from June 10, 2024, Regular meeting. & June 24nd Special 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
 - b. Finance Committee – Bartels, Jenko, Kelley
 - c. Public Works Committee – DiVittis, Vavick
 - d. Personnel Committee – Bartels, Jenko
 - e. Renovation Committee- Amatucci, Yuhaniak, Jenko
 - f. Events Committee – Amatucci, Yuhaniak, Vavick
 - g. GLSD Student Showcase Committee – Bartels, DiVittis
9. Board/Authority Reports:
10. Department Reports
 - a. Police-
 - b. Public Works –
 - c. Fire –
 - d. Code Enforcement:
- A. **Public Works / Personnel:**
 1. **Motion to authorize cooperation with a proposed cleanup day TBD in 2025 for pickup of trash along the Loyalhanna Creek and authorizing City management to provide in kind services, personnel and equipment for the planned event.**
 2. **Motion to retire K-9 Zeus per Article XXVII of the CBA effective and terminate the Canine Unit of the Latrobe Police Department, and give authority to the City Manager to bargain a long term care and custody agreement per the CBA for K-9 Zeus.**
- B. **ADMINISTRATION AND FINANCE DEPARTMENT:**
 1. **Motion to accept terms of Joint Petition and Stipulation of Settlement resolution of tax assessment appeal litigation for CCP – Westmoreland County Court Docket # 7164 of 2012 and 7165 of 2012 and 7166 of 2012.**
 2. **Motion to authorize an additional investment of \$250,000 into the City PLGIT account.**
 3. **Motion to advertise an Ordinance and set a public hearing on August 12, 2024 for participation in the Foothills C O G.**
 4. **Resolution to transfer funds internally for the Tudi HVAC project.**
- D. **New / Unfinished Business:**
- 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

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Monthly Statistics and Criminal Investigations

June 2024

- 548 Calls for Service 06/01/2024 to 06/30/2024 (documented in RMS)
 - 200 police interactions via walk in / phone (not documented in RMS)
 - 748 total police interactions
 - Arrest Warrants Served – 5
 - Overdose investigations – 0
 - Narcan administered to patient -
(Currently 3 overdose fatalities actively being investigated by CID)
 - Accident Investigation – 12
 - Traffic Stops - 189
 - Traffic Citations Issued - 54
 - Criminal Arrest – 28 (YEAR TO DATE 171)
 - Burglaries – 0
 - Aggravated Assault -0
 - Simple Assault - 5
 - non-traffic – 7
 - Theft - 2
 - DUI -4
 - Narcotics – 3
 - Other - 9
 - Weapons Offences - 0
 - Death Investigations -0
 - Natural – 0
 - Suicide – 0
 - Homicide – 0
 - Overdose - 0
 - WCDTF Cases
 - Opened this month – 1
- Search Warrants Filed**
- Vehicle - 0
 - Residence – 0
 - Other - 2

City of Latrobe

Department of Public Work

June 2024 Monthly Report

Street Maintenance:

- Assisted the Sanitation Department with roll-off operations (we are tracking this).
- Patched and repaired potholes throughout the city.
- Checked alleys and patched potholes with stone and cold patch, millings.
- Catch basins (24) grate cleaned.
- Inspection of the sulfur run grate several times.
- **Traffic Signs/Signals and Parking:**
- Installed/repared (10) Traffic Street Signs.
- Replace stop signs 3 with post 1 just sign.
- Parking meter repairs .
- Banners rotated.

Sanitation:

- Total Tonnage across the scale for the month 959
- Total tonnage to the land fill 624.31 tons
- Total number of roll-off boxes 27- rented for the month.
- Transported 73 roll-off boxes to the landfill:
- 6 transported direct to land fill.
- **Took in tires this month.**
- Cut up 125) tires for disposal.
- Repair of 1- 40-yard , 1 30 yard box compactor
- **Vehicle and Property Maintenance:**
- Conducted routine maintenance and inspections of City Vehicles.
- 2 Fire trucks were serviced and inspected and 3 highway trucks.
- Maintain and service 3 police cars.

STORM:

Services:

Director's Note. Summer help started for curb painting, Also some weed and limb removal to clean up the city prior to the 4th.

Street sweeper continuing to sweep as much as possible.

Storm: Street sweeping when weather permits, some catch basins had to have grates repaired. Renovations on building on bad weather days. carpet is complete as you have seen.

The sidewalks and street repaired on James street . started on Monday 7/1
Unity, Run/ Mary street storm water project rapping up pictures included.

Jun 2024

2,079

SALES

\$54.48

AVG. GROSS SALE

\$113,267.48

GROSS SALES

\$107,003.27

TOTAL COLLECTED

Item sales

Filtered By Item: A) Car tire (off rim), B) Car tire (on rim), Bulk refuse, C) Lt/Truck tire 16" (off rim), D) Lt/Truck tire 16" (on rim), F) Refrigerant Item, G) Garbage Stickers/sheet, I) 30 yard roll-off, E) Commercial Truck Tires, EE) Farm Tractor Tire, Bulk adjust, H) 10 yard roll-off, HH) 10 yard roll-off (NO CARD), II) 30 yard roll-off (NO CARD), Upcharge, UPNC) Upcharge (NO CARD), W) E-Waste, LL) Day Charge (NO CARD), L) Day Charge, Scrape Metal, HH1) 15 yard roll-off, HH2) 15 yard roll-off (NO CARD)

Item	Category	Unit	Units Sold	Gross Sales
Bulk adjust	Refuse	ea	959	\$8,782.80
.01		ea	10	\$188.00
.02		ea	31	\$545.60
.03		ea	36	\$590.40
.04		ea	53	\$805.60
.05		ea	84	\$1,176.00
.06		ea	87	\$1,113.60
.07		ea	89	\$1,032.40
.08		ea	59	\$613.60
.09		ea	78	\$717.60
.10		ea	69	\$552.00
.11		ea	61	\$414.80
.12		ea	73	\$408.80
.13		ea	54	\$237.60
.14		ea	69	\$220.80
Total		multiple		\$96,891.70

Item	Category	Unit	Units Sold	Gross Sales
.15		ea	60	\$120.00
.16		ea	46	\$46.00
Bulk refuse	Refuse	Ton	642.68	\$77,121.60
Regular		Ton	642.68	\$77,121.60
H) 10 yard roll-off	Roll-Off Boxes	ea	1	\$370.00
Regular		ea	1	\$370.00
HH) 10 yard roll-off (NO CARD)	Roll-Off Boxes	ea	5	\$1,850.00
Regular		ea	5	\$1,850.00
HH2) 15 yard roll-off (NO CARD)	Roll-Off Boxes	ea	1	\$400.00
Regular		ea	1	\$400.00
I) 30 yard roll-off	Roll-Off Boxes	ea	3	\$1,350.00
Regular		ea	3	\$1,350.00
II) 30 yard roll-off (NO CARD)	Roll-Off Boxes	ea	6	\$2,700.00
Regular		ea	6	\$2,700.00
L) Day Charge	Roll-Off Boxes	ea	12	\$120.00
Regular		ea	12	\$120.00
LL) Day Charge (NO CARD)	Roll-Off Boxes	ea	35	\$350.00
Regular		ea	35	\$350.00
A) Car tire (off rim)	Small Items	ea	120	\$480.00
Regular		ea	120	\$480.00
B) Car tire (on rim)	Small Items	ea	11	\$55.00
Regular		ea	11	\$55.00
C) Lt/Truck tire 16" (off rim)	Small Items	ea	121	\$605.00
Regular		ea	121	\$605.00
D) Lt/Truck tire 16" (on rim)	Small Items	ea	2	\$12.00
Total		multiple		\$96,891.70

Item	Category	Unit	Units Sold	Gross Sales
Regular		ea	2	\$12.00
F) Refrigerant Item	Small Items	ea	51	\$1,785.00
Regular		ea	51	\$1,785.00
G) Garbage Stickers/sheet	Small Items	ea	9	\$45.00
Regular		ea	9	\$45.00
Upcharge	Upcharge	ea	3	\$865.30
Regular		ea	3	\$865.30
Total		multiple		\$96,891.70

Jun 2024

Item sales

Filtered By Item: A)Car tire (off rim), B) Car tire (on rim), Bulk refuse, C) Lt/Truck tire 16" (off rim), D) Lt/Truck tire 16" (on rim), F) Refrigerant Item, E) Commercial Truck Tires, EE) Farm Tractor Tire, K) Scale Weight (roll-off box)

Item	Category	Unit	Units Sold
Bulk refuse	Refuse	Ton	642.68
Regular		Ton	642.68
A)Car tire (off rim)	Small Items	ea	120
Regular		ea	120
B) Car tire (on rim)	Small Items	ea	11
Regular		ea	11
C) Lt/Truck tire 16" (off rim)	Small Items	ea	121
Regular		ea	121
D) Lt/Truck tire 16" (on rim)	Small Items	ea	2
Regular		ea	2
F) Refrigerant Item	Small Items	ea	51
Regular		ea	51
Total		multiple	

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Code Enforcement Monthly Report June 2024

Calls	111
Complaints	15
QC Tickets Issued	2
Unfounded	4
Cleared/Corrected	2
Pending Corrections (from previous months)	18
Pending this month	9
Total number pending corrections	27
Referred to Police Dept.	3
Referred to Fire Dept.	0
Code Violation Correction/Revenue	\$50.00

Permits Issued June 2024

New Building	2
Repairs and/or Remodeling	1
Sidewalks - Curb	0
Signs	1
Demolition	0
Zoning Letters	4
Street Openings (Water Co.)	0
Street Openings (Gas Co.)	0
Rat Poison	3
Zoning Occupancy	0
Firepits	2
Zoning Hearing Fee	0
Subdivision Ordinance	0
Street Opening	0
Subdivision Copy/Review	1
Driveway/Curb Cuts	0
Zoning Permits	8
Total	22

Prepared by: Daniel Weimer
Code Enforcement/Zoning Officer

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ARTICLE XXVII-LATROBE POLICE DEPARTMENT
CANINE UNIT

CBA

SECTION 1

1. The City of Latrobe is purchasing a police canine and will establish a canine unit, consisting of a police canine and an officer. It is understood and agreed that the canine unit is established as the sole discretion of the City and that the City may at any time discontinue the canine unit, without prior notice to or approval of the Police Bargaining Committee. Once an officer is appointed for this position that officer cannot be removed without just cause or as under the conditions stated in Article XXVII, Section 1 Paragraph 11.
2. The negotiation of any subsequent term or condition of employment, hours, wages or rates of pay pertaining to the canine unit, or the canine officer, shall not operate or be deemed to be a waiver of the right of the City to discontinue the canine unit pursuant to Paragraph 5.
3. The discontinuance of the canine unit by the City, for any reason, shall not be a subject of grievance arbitration nor shall it be a basis for an unfair labor practice charge.
4. Anything in the Collective Bargaining Agreement notwithstanding, and in particular any posting requirements set forth therein, the Chief of Police shall have the sole authority to select the police officer to be designated as the dog handler.
5. The officer selected as the canine handler shall receive no additional pay for the assignment, except as noted in paragraph 6, below, and shall be responsible for the care and maintenance of the police canine after working hours. Said officer agrees to take the police canine home with him/her at the end of the work shift.
6. The officer selected as handler shall be compensated at the rate of fifty (\$50) per month and one compensation day off per month. This compensation has been negotiated between the City and Bargaining Unit. The officer shall be responsible for maintaining all appropriate records involved in off-duty canine care and shall submit those records to the Chief of Police as directed.
7. In the event that the selected officer is called to work, outside of his/her normal work schedule, and the purpose of the call is for the use of the canine, said officer shall be paid his patrolman rate for the hours worked on said call-in.
8. The officer selected as the canine handler must compete whatever training is required for both the officer and the canine to be properly certified for the purposes the City deems necessary and the work the canine will be performing. Records of training are the responsibility of the canine handler and must be submitted to the City as required.

9. With the exception of the incidental pay for dog care, and any other matter agreed to herein, all other provisions of the collective bargaining agreement shall remain in full force and effect through December 31, 2024.
10. The parties hereby agree that the City has enacted a canine policy that is not in conflict with the express terms of this Agreement.
11. If the K-9 program is terminated by the City of Latrobe, or if the police K-9 retires, the police K-9 shall become the property of the trained police K-9 handler. Any police K-9 training aides, home kennels, leashes, muzzles, and police K-9 specific equipment, which shall not include the K-9 vehicle or any vehicle related equipment purchased by the City, shall become the property of the police K-9 handler.

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IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA
CIVIL ACTION - LAW

APPEAL OF CCP PROPERTIES LLC OF)	No. 7164 of 2012
THE REAL ESTATE TAX ASSESSMENT)	No. 7165 of 2012
MADE BY THE WESTMORELAND)	No. 7166 of 2012
COUNTY BOARD OF ASSESSMENT)	
APPEALS OF THE PROPERTY OWNED)	
BY CCP PROPERTIES LLC, LOCATED)	
IN THE CITY OF LATROBE, LATROBE)	
SCHOOL DISTRICT AND)	
WESTMORELAND COUNTY,)	
)	
Property Located At:)	
)	
117 River Avenue)	
Latrobe, PA 15650)	
Tax Parcel No. 15-03-10-0-055)	

JOINT PETITION AND STIPULATION OF SETTLEMENT

AND NOW COMES the Appellant, CCP Properties, LLC ("Appellant"), the Appellee, Westmoreland County Board of Assessment Appeals ("Board") and interested parties Westmoreland County ("County"), Greater Latrobe School District ("School District") and Latrobe City ("City") by and through their respective counsel, who stipulate and agree as follows:

1. The assessment appeal involves tax years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024.

2. The appeal involves a property located in Latrobe City, Westmoreland County, identified as parcel numbers 15-03-10-0-486, 15-03-10-0-021 and 15-03-10-0-055 ("Property").

3. The Property is currently assessed as follows:

TAX PARCEL:

ASSESSED VALUE:

15-03-10-0-486

\$1,026,500.00

15-03-10-0-021

\$76,220.00

15-03-10-0-055

\$76,090.00

4. Taxpayer filed an assessment appeal to the Board of Assessment Appeals of Westmoreland County and thereafter an appeal was filed to this Honorable Court.

5. Based upon the hazards of litigation, the parties have decided that it is in their best interest to settle the above-captioned matter based upon the terms and conditions outlined in this Stipulation to Settle, which terms are intended to be a complete and final settlement of all sums due under the system of property tax assessment and property tax levy by the undersigned taxing bodies.

6. The total market value of the Property for Tax Year 2013 is stipulated to be \$3,000,000, to be allocated among the tax parcels as follows:

<u>TAX PARCEL:</u>	<u>MARKET VALUE:</u>
15-03-10-0-486	\$2,610,000.00
15-03-10-0-021	\$195,000.00
15-03-10-0-055	\$195,000.00

7. The total market value of the Property for Tax Year 2014 is stipulated to be \$3,100,000, to be allocated among the tax parcels as follows:

<u>TAX PARCEL:</u>	<u>MARKET VALUE:</u>
15-03-10-0-486	\$2,697,000.00
15-03-10-0-021	\$201,500.00
15-03-10-0-055	\$201,500.00

8. The total market value of the Property for Tax Year 2015 is stipulated to be \$3,150,000, to be allocated among the tax parcels as follows:

<u>TAX PARCEL:</u>	<u>MARKET VALUE:</u>
15-03-10-0-486	\$2,740,500.00
15-03-10-0-021	\$204,750.00
15-03-10-0-055	\$204,750.00

9. The total market value of the Property for Tax Years 2016, 2017, 2018, 2019, and 2020 is stipulated to be \$3,300,000, to be allocated among the tax parcels as follows:

<u>TAX PARCEL:</u>	<u>MARKET VALUE:</u>
15-03-10-0-486	\$2,871,000.00
15-03-10-0-021	\$214,500.00
15-03-10-0-055	\$214,500.00

10. The total market value of the Property for Tax Years 2021, 2022, and 2023 is stipulated to be \$4,000,000, to be allocated among the tax parcels as follows:

<u>TAX PARCEL:</u>	<u>MARKET VALUE:</u>
15-03-10-0-486	\$3,480,000.00
15-03-10-0-021	\$260,000.00
15-03-10-0-055	\$260,000.00

11. The total market value of the Property for Tax Year 2024 is stipulated to be \$4,200,000, to be allocated among the tax parcels as follows:

<u>TAX PARCEL:</u>	<u>MARKET VALUE:</u>
15-03-10-0-486	\$3,654,000.00
15-03-10-0-021	\$273,000.00

15-03-10-0-055

\$273,000.00

12. The assessed value of each parcel of the Property for each year at issue shall be set as follows by the application of the relevant Common Level Ratio as set forth by the State Tax Equalization Board:

TAX YEAR	STEB RATIO	TAX PARCEL	ASSESSMENT
2024	10.00%	15-03-10-0-486	\$365,400.00
2023	11.00%	15-03-10-0-486	\$382,838.28
2022	12.30%	15-03-10-0-486	\$428,571.43
2021	13.11%	15-03-10-0-486	\$456,094.36
2020	14.41%	15-03-10-0-486	\$413,688.76
2019	16.31%	15-03-10-0-486	\$468,352.37
2018	16.21%	15-03-10-0-486	\$465,316.05
2017	17.30%	15-03-10-0-486	\$496,712.80
2016	19.80%	15-03-10-0-486	\$568,514.85
2015	19.31%	15-03-10-0-486	\$529,054.05
2014	21.41%	15-03-10-0-486	\$577,516.06
2013	22.68%	15-03-10-0-486	\$591,836.73

TAX YEAR	STEB RATIO	TAX PARCEL	ASSESSMENT
2024	10.00%	15-03-10-0-021	\$27,300.00
2023	11.00%	15-03-10-0-021	\$28,602.86
2022	12.30%	15-03-10-0-021	\$32,019.70
2021	13.11%	15-03-10-0-021	\$34,076.02
2020	14.41%	15-03-10-0-021	\$30,907.78
2019	16.31%	15-03-10-0-021	\$34,991.84
2018	16.21%	15-03-10-0-021	\$34,764.99
2017	17.30%	15-03-10-0-021	\$37,110.73
2016	19.80%	15-03-10-0-021	\$42,475.25
2015	19.31%	15-03-10-0-021	\$39,527.03
2014	21.41%	15-03-10-0-021	\$43,147.75
2013	22.68%	15-03-10-0-021	\$44,217.69

TAX YEAR	STEB RATIO	TAX PARCEL	ASSESSMENT
2024	10.00%	15-03-10-0-055	\$27,300.00
2023	11.00%	15-03-10-0-055	\$28,602.86
2022	12.30%	15-03-10-0-055	\$32,019.70
2021	13.11%	15-03-10-0-055	\$34,076.02
2020	14.41%	15-03-10-0-055	\$30,907.78
2019	16.31%	15-03-10-0-055	\$34,991.84
2018	16.21%	15-03-10-0-055	\$34,764.99
2017	17.30%	15-03-10-0-055	\$37,110.73
2016	19.80%	15-03-10-0-055	\$42,475.25
2015	19.31%	15-03-10-0-055	\$39,527.03
2014	21.41%	15-03-10-0-055	\$43,147.75
2013	22.68%	15-03-10-0-055	\$44,217.69

13. The Property's assessment shall remain at the values set forth in 2024 for each subsequent tax year until there is another subsequent successful assessment appeal, a physical change in the Property, or a change as permitted by the Board by applicable law.

14. The Parties acknowledge that this Stipulation of Settlement does not in any way impair or restrict the Westmoreland County Office of Property Assessment's statutory authority to review the assessment of the subject parcels as a result of a countrywide reassessment, physical change in the Subject Property, or otherwise by applicable law.

15. The Court's Order of March 17, 2015 staying all tax sale efforts is hereby lifted with respect at all Westmoreland County Tax Parcel numbers identified and specified therein, and tax collection and sale efforts may resume, subject to the terms of this Joint Petition and Stipulation of Settlement.

16. The taxing authorities and the Property Owner agree that outstanding back taxes in the amount of \$804,126.43 are due and owing under the terms of this Joint Petition and Stipulation of Settlement with respect to those Westmoreland County Tax Parcel numbers that are the subject

of this appeal, as well as those additional un-appealed Westmoreland County Tax Parcel numbers identified and specified in the Court's Order of March 17, 2015 and that said amount shall be paid to the taxing authorities in proportion to their millage interest as follows:

- a. Property Owner shall make all payments pursuant to this paragraph and the following subparts to "Nakles and Nakles" as counsel for the Greater Latrobe School District.
- b. \$402,063.19 to be paid contemporaneously with the execution of this Joint Petition and Stipulation of Settlement;
- c. The remaining balance to be paid over the course of twelve (12) equal and consecutive monthly installments of \$33,505.27 beginning the month immediately subsequent to the execution of this Joint Petition and Stipulation of Settlement;
- d. Counsel for the Greater Latrobe School District is hereby ordered and directed to distribute funds received pursuant to subparts (a) and (b), above, as follows:

Funds received pursuant to subpart (a) to be distributed upon receipt

- i. Greater Latrobe School District - \$257,400.87
- ii. City of Latrobe - \$72,532.20
- iii. Westmoreland County - \$72,130.14

Funds received pursuant to subpart (b) to be distributed upon receipt

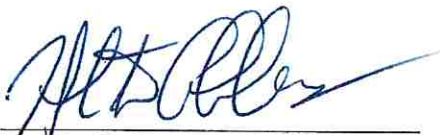
- i. Greater Latrobe School District - \$21,450.07
- ii. City of Latrobe - \$6,010.85
- iii. Westmoreland County - \$6,044.35

- e. Nothing herein shall be construed as prohibiting the Property Owner from paying the installments set forth in subpart (b) early or in advance;
- f. The parties agree that the total amount of \$804,126.43 will be paid, in full, no later than thirteen (13) calendar months subsequent to the execution of this Joint Petition and Stipulation of Settlement, and that such sum is the complete and total amount due for property taxes against the Property for applicable tax years 2013-2024, inclusive of any claims of interest and penalties; and

- g. The parties further agree that in the event that the Property Owner fails to comply with the payment obligations set forth in this paragraph and its subparts, the taxing authorities shall have the right to pursue a tax sale of the Property and the un-appealed parcels to recover any outstanding amounts, inclusive of interest and penalties, pursuant to this Joint Petition and Stipulation of Settlement.

17. The undersigned agree that they have received the appropriate authorization from their clients to execute this Joint Petition and Stipulation of Settlement.

18. The Joint Petition and Stipulation of Settlement may be executed in one or more counterparts, all of which together shall be one instrument and all of which shall be considered duplicate originals. A signed, faxed, or PDF copy of this Joint Petition and Stipulation of Settlement shall have the same force and effect as the original signed Joint Petition and Stipulation of Settlement.



Hal D. Coffey, Esquire
Counsel for CCP Properties, LLC.

Ryan P. Cribbs, Esquire
Counsel for Greater Latrobe School District

Darrell J. Arbore, Esquire
Counsel for Westmoreland County

Lee R. Demosky, Esquire
Counsel for Latrobe City

Melissa Guiddy, Esquire
Solicitor for Westmoreland County

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

APPEAL OF CCP PROPERTIES LLC OF) No. 7164 of 2012
THE REAL ESTATE TAX ASSESSMENT) No. 7165 of 2012
MADE BY THE WESTMORELAND) No. 7166 of 2012
COUNTY BOARD OF ASSESSMENT)
APPEALS OF THE PROPERTY OWNED)
BY CCP PROPERTIES LLC, LOCATED)
IN THE CITY OF LATROBE, LATROBE)
SCHOOL DISTRICT AND)
WESTMORELAND COUNTY,)

Property Located At:)

117 River Avenue)

Latrobe, PA 15650)

Tax Parcel No. 15-03-10-0-055)

ORDER OF COURT

AND NOW, to wit, this _____ day of _____, 2024, it is hereby ORDERED
and DECREED that the terms and conditions of the attached Joint Petition and Stipulation of
Settlement are accepted as terms and conditions of this Order, and the Prothonotary is hereby
directed to file a copy of this Order at the above-captioned docket number, and to mark it as

“settled, discontinued, and ended.”

BY THE COURT:

Anthony G. Marsili, J.

ORDINANCE NO. _____ - 2024

AN ORDINANCE OF THE CITY OF LATROBE,
WESTMORELAND COUNTY, PENNSYLVANIA, ADOPTING THE
ARTICLES OF AGREEMENT AMONG THE MEMBER LOCAL
GOVERNMENTS OF FOOTHILLS COUNCIL OF
GOVERNMENTS, PENNSYLVANIA IN ACCORDANCE WITH
THE PENNSYLVANIA INTERGOVERNMENTAL COOPERATION
LAW, 53 Pa.C.S.A. § 2301 et seq.

WHEREAS, Section 2304 of the Intergovernmental Cooperation Law promulgates that a municipality by act of its governing body may cooperate or agree in the exercise of any function, power or responsibility with or delegate or transfer any function, power or responsibility to one or more other local governments, the Federal Government or any other state or its government; and,

WHEREAS, Section 2305 of the Intergovernmental Cooperation Law allows that a local government may enter into intergovernmental cooperation with or delegate any functions, powers or responsibilities to another governmental unit or local government upon the passage of an ordinance by its governing body; and,

WHEREAS, the City of Latrobe has received information that various local governments located in Westmoreland County, Pennsylvania seek to establish a council of governments to provide a means of communication, cooperation and joint action in the interest of the local governments individually and collectively; and,

WHEREAS, the City of Latrobe has been presented with information that each local government wishes to authorize the other to take actions necessary for operation of this council of governments and that the respective local governments have acted and intend to act pursuant to Article 9, Section 5, of the Pennsylvania Constitution and 53 Pa.C.S.A. § 2303, et seq., providing for intergovernmental cooperation; and,

WHEREAS, 53 Pa.C.S.A. § 2307 provides that the ordinance adopted by a governing body of a local government entering into intergovernmental cooperation or delegating or transferring any functions, powers or responsibilities to another local government or to a council of governments, consortium or any other similar entity shall specify:

- (1) The conditions of agreement in the case of cooperation with or delegation to other local governments the Commonwealth, other states or the Federal Government.
- (2) The duration of the term of the agreement.

- (3) The purpose and objectives of the agreement, including the powers and scope of authority delegated in the agreement.
- (4) The manner and extent of financing the agreement.
- (5) The organizational structure necessary to implement the agreement.
- (6) The manner in which real or personal property shall be acquired, managed, licensed or disposed of.
- (7) That the entity created under this section shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

WHEREAS, the Council for the City of Latrobe received information regarding the benefits of proceeding with an intergovernmental agreement to become part of the Foothills Council of Governments; and,

WHEREAS, the Council for the City of Latrobe has an interest in having an established Uniform Construction Code appeals board available to City administration; and,

WHEREAS, the City of Latrobe wishes to enter into the Foothills Council of Governments by adopting the Articles of Agreement Among the Member Local Governments of the Foothills COG in accordance with the Pennsylvania Intergovernmental Cooperation Law.

NOW THEREFORE, be it hereby enacted and ordained by the Council for the City of Latrobe as follows:

SECTION ONE: INCORPORATION OF PREAMBLE

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

SECTION TWO: CONDITIONS OF AGREEMENT

The City of Latrobe does by this Ordinance join the Foothills Council of Governments subject to the following conditions:

1. That the City of Latrobe is hereby authorized to enter into intergovernmental cooperation agreements relating to the Foothills Council of Governments pursuant to 53 Pa.C.S.A. § 2307, et seq.

2. That the Mayor and Secretary of the City of Latrobe are authorized to sign intergovernmental cooperation agreements.
3. That the Articles of Agreement of the Foothills COG are incorporated full in this Ordinance and contain the complete provisions of the agreement.
4. That each of the City of Latrobe of Westmoreland County, Pennsylvania that may join and become a member of the Foothills Council of Governments do so in accordance with the Articles of Agreement and any other laws, agreements or contracts which apply.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are severable and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction such decision of the court shall not affect the remaining sections, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Local Government that such Ordinance would have been enacted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect on the thirtieth (30th) day following its enactment.

SECTION FIVE: REPEALER

Any Resolution or Ordinance or parts thereof that conflict with, or are inconsistent with, this Ordinance are hereby repealed to the extent of the conflict or inconsistency with this Ordinance.

ENACTED AND ORDAINED this _____ day of _____, 2024.

ATTEST:

COUNCIL OF THE CITY OF
LATROBE

By:

Karen Meholic
Secretary

Eric Bartels
Mayor

Resolution No. 2024-**APPROVAL TO TRANSFER MONIES FOR
TUDI HVAC SYSTEM PROJECT**

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 Council of the City of Latrobe has been awarded CFA grant funds in the amount of \$131,000 for Municipal Building Upgrades (HVAC System).

SECTION 2. TUDI Mechanical Systems has been contracted for the upgrade of the HVAC System. The scope of the project is \$525,850. Payment will be made as follows:

Project Cost	\$525,850
Awarded Grant Funds - CFA	(131,000)
First Energy Rebate	<u>(142,751)</u>
Balance Due	\$252,099
ARPA (American Rescue Plan Act) funds transferred to Stormwater account	(48,000)
Remaining balance (to be loaned and paid back to Storm- Water fund in cash or credit from the General Fund)	\$204,099

RESOLVED IN COUNCIL this 8th day of July 2024.

Attest:

COUNCIL OF THE CITY OF LATROBE

Karen Meholic, Secretary

Eric Bartels, Mayor