

✓ Items In this Scan. II  
for Monday TC

TC  
Master  
Sheet

## LATROBE CITY COUNCIL AGENDA MEETING

August 28, 2023 6:30 PM

1. M B M Collections Proposal. / In house Collections Program.
2. Republic Waste Proposal for automated system using toters.
3. 2024 Draft General Fund Budget
4. 2024 Draft Storm Water Budget.
5. Police Pension Investment Policy. (Kristin Grabiak)
- ✓ 6. DBB Copier quotes for Transfer Station and Police Unit.
7. TKL Code Contract for 2023-2024.
- ✓ 8. Cohen Law Assessment on our Cable Franchise Agreement / Offer
9. CDBG Project for Curb Cuts to let Bids for Demo and Construction. (PW)
- ✓ 10. Zoning / Code Officer Contract.
- ✓ 11. Adelphoi Ordinance & Resolutions. (Lee)
- ✓ 12. 1701 Jefferson St. update.



14500 Byers Rd 7825 South Ave 1549 Pleasant Valley 3304 State St. 122 Equity Drive, C 2735 Railroad St 1402 S. Atherton St 800 W. 4th Street  
 Hagerstown, MD Boardman, OH Altoona, PA Erie, PA Greensburg, PA Pittsburgh, PA State College, PA Williamsport, PA  
 (301) 797-1399 (330) 783-2679 (814) 946-5282 (800) 456-1977 (724) 836-7880 (412) 279-1400 (814) 235-5560 (800) 456-1977

6

# **QUOTATION (Valid for 30 days)**

**DATE:** 8/22/2023

## **Quotation For: (Ship to Address)**

City of Latrobe  
 901 Jefferson Street  
 Latrobe PA 15650  
 Attn: Terry Carcella

## **Proposal prepared by:**

Bailey McCune  
 bmccune@doingbetterbusiness.com  
 724-216-7646

QTY	Product Code	Description	INVESTMENT
1	BP-50M26	Sharp BP-50M26 Mono Document System	
1	MX-PK13L	Adobe® PostScript® 3™ Expansion Kit	
1	BP-TU10	Center Exit Tray (required if no finisher installed)	
1	BP-FX11	Fax Expansion Kit	
1	BP-DE13	Stand/2 x 550-sheet Paper Drawers	

**\*\* Buyout on Current Device: \$631.27 \*\***

keep current unit

## **OUTRIGHT PURCHASE LESS DISCOUNTS/TRADE-IN:**

**\$4,177.63**

*Delivery and Installation is included. Please note: In a Windows environment, print drivers will only work on devices currently supported by Microsoft and require all Microsoft updates be current. DBB bears no responsibility for your Windows environment and if updates are required, there will be an additional fee of \$90 per hour. DBB will not perform any updates until authorized by the customer. \_\_\_\_\_ (initial)*

## **Copy Pak Agreement: (Includes all parts, labor, travel, preventative maintenance, cleanings, toners, developer and drum)**

\$0.01000	per page over	2,500	pages per month	\$25.00	Black Pages

## **Lease Options: Zero Down, FMV Purchase Option, \$150 One Time Lease Filing Fee**

Term	Equipment	Copy Pak	Total Monthly Investment
60 Months	\$91.07	\$25.00	\$116.07



Helping you do better business since 1973!

[www.doingbetterbusiness.com](http://www.doingbetterbusiness.com)





14500 Byers Rd 7825 South Ave 1549 Pleasant Valley 3304 State St. 122 Equity Drive, C 2735 Railroad St 1402 S. Atherton St 800 W. 4th Street  
 Hagerstown, MD Boardman, OH Altoona, PA Erie, PA Greensburg, PA Pittsburgh, PA State College, PA Williamsport, PA  
 (301) 797-1399 (330) 783-2679 (814) 946-5282 (800) 456-1977 (724) 836-7880 (412) 279-1400 (814) 235-5560 (800) 456-1977

**QUOTATION (Valid for 30 days)**

**DATE:** 8/21/2023

**Quotation For: (Ship to Address)**

**Proposal prepared by:**

City of Latrobe  
 901 Jefferson Street  
 Latrobe PA 15650

Bailey McCune  
 bmccune@doingbetterbusiness.com

**Attn:** Terry Carcella

QTY	Product Code	Description	INVESTMENT
1	MX-C304WH	MX-C304WH 30PPM Desktop Color Document System	
1	MX-CS14N	1x600 Sheet Paper Drawer (up to 4 additional)	
<p>Police unit Replacement Sept. 2023</p>			

**OUTRIGHT PURCHASE LESS DISCOUNTS/TRADE-IN:**

*Delivery and Installation is included. Please note: In a Windows environment, print drivers will only work on devices currently supported by Microsoft and require all Microsoft updates be current. DBB bears no responsibility for your Windows environment and if updates are required, there will be an additional fee of \$90 per hour. DBB will not perform any updates until authorized by the customer. \_\_\_\_\_ (initial)*

**Copy Pak Agreement: (Includes all parts, labor, travel, preventative maintenance, cleanings, toners, developer and drum)**

\$0.01100	per page over	1,500	pages per month	\$16.50	Black Pages
\$0.06900	per page over	125	pages per month	\$8.65	Color Pages

**Lease Options: Zero Down, FMV Purchase Option, \$150 One Time Lease Filing Fee**

Term	Equipment	Copy Pak	Total Monthly Investment
60 Months	\$75.79	\$25.15	\$100.94



Helping you do better business since 1973!

[www.doingbetterbusiness.com](http://www.doingbetterbusiness.com)





August 10, 2023

8/28  
Agenda  
Meeting

8

Terry Carcella  
City Manager, City of Latrobe  
PO Box 829  
Latrobe, PA 15650

***RE: Free Legal Assessment of Cable, Wireless, and Broadband Issues***

Dear Mr. Carcella:

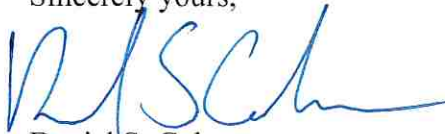
For over 25 years, our law firm has assisted local governments in cable franchise renewals, franchise fee audits, wireless regulation, and broadband expansion. Our firm's franchise fee audit efforts have allowed municipalities to recover millions of dollars in unpaid franchise fees. In franchise renewal negotiations, our firm is regularly able to increase municipalities' franchise fee revenue without raising the franchise fee percentage.

In the wireless arena, the rules for municipal regulation of wireless facilities continue to change. Our firm has assisted hundreds of municipalities in amending or rewriting their old cell tower ordinances to address this new technology (known as "small wireless facilities") and comply with recent changes in the law, including PA Act 50. Our firm has also had the privilege of defending Pennsylvania municipalities in litigation with wireless providers.

The newest area in which our firm is assisting local governments is broadband expansion. There are billions of dollars in new funding available for projects aimed at expanding broadband to unserved and underserved residents. Municipalities have an unprecedented opportunity to play a pivotal role in these projects. Our firm is currently representing a number of PA municipalities and counties in their efforts secure funding and identify the right internet service provider(s) for their broadband expansion projects. These projects have been very successful.

Our firm is offering to perform a **free legal assessment** of your municipality's cable franchise agreement, wireless ordinance, broadband plan, or any other telecommunications matter **if you contact us by September 15, 2023**. We will review any necessary documents and then schedule a call or virtual meeting to provide the legal assessment. We look forward to discussing these important issues with you.

Sincerely yours,



Daniel S. Cohen

**TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN****DANIEL T. WEIMER****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" or "City"), is governed by a Home Rule Charter and Code adopted March 9, 1995, as amended.

2. Daniel T. Weimer (hereinafter "Weimer") is a was appointed to be Latrobe's Code Officer on pursuant to Resolution No. \_\_\_\_\_-2023.

3. Through this Agreement, the parties wish to memorialize the terms and conditions of Weimer's employment as Code Officer which shall commence on or about September 12, 2023 and continue through December 31, 2025 for a two (2) year contract term (hereinafter "Term").

**DUTIES AS CODE OFFICER**

4. During the Term, Latrobe agrees to employ Weimer in the position of Code Officer of the City of Latrobe, subject to all applicable laws and requirements, including but not limited to the Zoning Code Officer job description for the City of Latrobe, 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. Weimer agrees to faithfully and dutifully perform the duties of the position of Code Officer and not to accept any other employment other than in accordance with this Agreement. Weimer is not an employee subject to the provisions and benefits of any union collective bargaining unit and is not a member of the union.

Weimer shall serve a probationary period of 6 (six) months. At the conclusion of the probationary period, Weimer may be terminated with or without cause in the sole discretion of the City.

5. During the Term, Weimer shall report and be responsible to the Manager of the City of Latrobe ("Manager") for the performance of the function of the Code Officer. The Manager shall outline work performance goals which Weimer is expected to meet. Periodically, but not less than monthly, Weimer shall outline to the Manager, or, if so designated by Latrobe City Council (hereinafter "Council"), to the Council, the steps he is taking to meet and achieve the work performance goals outlined by the Manager and/or Council. Weimer shall outline, in writing, each work performance goals. It is understood and agreed that these work performance goals are an integral part of Weimer's job duties and shall be an essential and material consideration in determining Weimer's future as Code Officer at the expiration of the Term.

6. In general, Weimer shall work a minimum forty (40) hour work week. As a salaried supervisory employee with oversight responsibilities, Weimer will adjust his 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. Weimer's work schedule is subject to approval by the Manager. Weimer shall also generally coordinate his schedule and work to accommodate the scheduling and staffing requirements necessary to efficiently serve as the City's Code/Zoning Officer.

7. Weimer agrees that he 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**

8. Subject to the salary approval requirements of the Code, the City shall pay to Weimer an annual base salary of \$56,000.00 during year one of the Term in 2023; a base salary of \$58,000.00 during year one of the Term in 2024; and a base salary of \$60,000.00 during year two of the Term or upon completion of the BCO training, all payable at the same time as other employees of the City in accordance with the following schedule:

Year 1 starting salary: \$55,000.00

November 1, 2023 (contingent upon successful completion of PSAB-Stormwater Training Parts 1 and 2): \$56,000.00

December 31, 2023 (contingent upon successful completion of PSAB-Zoning 3 Series): \$58,000.00

June 1, 2024 (contingent upon successful completion of BCO training): \$60,000.00

### **BENEFITS**

9. During the Term, Weimer shall receive the following employment benefits:

(a) Sick Leave. Weimer shall be entitled to up to four (4) paid sick days, annually for 2023. Sick leave shall only be used when Weimer is sick and unable to work. Weimer shall receive the following sick time in accordance with the following schedule:

Last Quarter 2023: Four (4) sick days. In the event these sick days are not used, Weimer may carry them over to 2024.

2024: Twelve (12) sick days. In the event these sick days are not used, Weimer may carry them over to 2025.

2025: Twelve (12) sick days.

- (b) Personal Leave. Weimer shall receive the following personal leave in accordance with the following schedule:

Last Quarter 2023: Three (3) personal days.

2024: Eight (8) personal days.

2025: Eight (8) personal days.

- (c) Vacation Days. Weimer shall receive the following vacation time in accordance with the following schedule:

Last Quarter 2023: Two (2) weeks of paid vacation in October 2023.

2024: Three (3) weeks of vacation.

2025: Three (3) weeks of vacation.

- (d) Bereavement Leave. Weimer shall be entitled to up to four (4) paid bereavement leave days on the same "bereavement" terms and conditions provided to members of the police union collective bargaining unit. Unused bereavement leave days shall not be paid, accumulated or carried over from year to year.
- (e) Health Insurances. Weimer and his dependent spouse shall be provided with the same dental and vision insurances, ONLY, that are provided to other full-time employees under the prevailing City of Latrobe plan(s). No other health insurance coverages shall be provided to Weimer and his dependents.
- (f) Holidays. Weimer shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Eve and Christmas Day.

### **MISCELANNEOUS**

10. During the Term, Weimer shall be reimbursed for professional dues and subscriptions to such organizations and periodicals as the Manager may approve in his discretion.

11. During the Term, Weimer may attend such professional training, conferences and seminars as the Manager and Council may approve in their discretion.

12. This Agreement sets forth the complete, integrated understanding and agreement of the parties. No prior or subsequent oral understandings 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 this Agreement and approved by Weimer and Council.

13. 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.

14. This Agreement shall be governed by the 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:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Mayor

WITNESS:

\_\_\_\_\_  
Daniel T. Weimer



11

**ORDINANCE NO. 2023-\_\_\_\_\_**

**AN ORDINANCE TO AUTHORIZE THE VACATING OF AN  
ALLEY ADJACENT TO LLOYD AVENUE WITH AN ENTRANCE  
FROM VILLAGE WAY LOCATED IN THE CITY OF LATROBE,  
PENNSYLVANIA**

WHEREAS, Adelphoi USA, Inc. has requested that the alley leading from Lloyd Avenue to Village Way that is owned by Adelphoi USA, Inc. be vacated by the City of Latrobe; and,

WHEREAS, said alley is surrounded by real property owned by Adelphoi USA, Inc. and Christopher T. and Arlene Pakos and is not used by the general public and said alley served as a means of ingress and egress to the aforementioned property owners with businesses located at 535 Lloyd Avenue, Latrobe, Pennsylvania 15650; and,

WHEREAS, a survey of the alley to be vacated and the surrounding properties is identified on the plan attached hereto and marked Exhibit "A".

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

SECTION 1. The alley leading from Lloyd Avenue to Village Way (owned by Adelphoi USA, Inc.) appearing on the survey attached hereto as Exhibit "A" is hereby vacated.

SECTION 2. The appropriate city officers are hereby authorized and directed to take all actions necessary in order to carry into effect the above terms of this Ordinance.

SECTION 3. That the within Ordinance shall take effect on the date of publication of the post-enactment notice of passage of the same.

ENACTED AND ORDAINED this \_\_\_\_\_ day of September, 2023.

ATTEST:

COUNCIL OF THE CITY OF  
LATROBE

By:

\_\_\_\_\_  
Karen Meholic  
Secretary

\_\_\_\_\_  
Eric Bartels  
Mayor

## EXHIBIT "A"

**ORDINANCE NO. 2023-\_\_\_\_\_**

**AN ORDINANCE APPROVING TRANSFER AND DEDICATION  
OF VILLAGE WAY ALLEY TO CITY OF LATROBE BY  
ADELPHOI USA, INC.**

WHEREAS, Adelphoi USA, Inc. has approached the City of Latrobe and proposed to transfer and dedicate a segment of Village Way to the City of Latrobe; and,

WHEREAS, this conveyance will provide emergency vehicle access to the education complex owned by Adelphoi USA, Inc. and a commercial building owned by Christopher T. Pakos and Arlene M. Pakos; and,

WHEREAS, Adelphoi USA, Inc. has agreed to enter a covenant with the City of Latrobe agreeing to pay all costs associated with this transaction and maintain, in perpetuity, Village Way in compliance with all City of Latrobe specifications and indemnify the City of Latrobe.

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

SECTION 1. That the dedication and conveyance of Village Way by Adelphoi USA, Inc. is approved subject to the conditions listed above, which are incorporated herein with the covenant to be recorded with the Westmoreland County Recorder of Deeds office after approval by the City Manager and City Solicitor.

SECTION 2. That the Mayor, City Manager and/or Secretary of the City of Latrobe and any other proper city officer may be and are each hereby authorized and directed to execute any documents required to carry into effect this Ordinance and the covenant approved herein.

ENACTED AND ORDAINED this \_\_\_\_\_ day of September, 2023.

ATTEST:

COUNCIL OF THE CITY OF  
LATROBE

By:

\_\_\_\_\_  
Karen Meholic  
Secretary

\_\_\_\_\_  
Eric Bartels  
Mayor

## RELEASE

For and in consideration of receiving the benefit of the cooperation provided by the City of Latrobe to exchange land located on Village Way to facilitate the construction of an addition to Adelphoi USA, Inc.'s education complex, **Adelphoi USA, Inc.** ("Releasor") hereby fully and forever releases, acquits and discharges **the City of Latrobe** ("Latrobe"), its successors, assigns, employees, agents, related and/or affiliated entities, administrators and insurers, of and from any and all actions, causes of action, claim and demands of whatsoever kind or nature on account of any and all damage arising from Latrobe's enactment of an ordinance to vacate a section of Village Way alley identified in the survey attached hereto and an ordinance accepting the dedication of a portion of Village Way alley also identified in Exhibit "A" attached hereto.

It is expressly understood and agreed that this release is intended to cover and does cover not only all now known damages and consequential losses associated with or arising from the transaction described herein, but any damage and/or consequential loss arising or relating thereto discovered in the future.

Releasor hereby declares full understanding of the terms of this release; that the benefits described herein is the sole consideration of this release and that Releasor voluntarily accept said benefits for the purpose of releasing of all claims for damages and consequential losses arising from this transaction.

Releasor hereby represents and declare that no other person, firm or corporation has any lien, right, title or interest in this release.

This release agreement is being executed pursuant to Pennsylvania law. Any issues regarding construction, interpretation, enforceability and/or if fact of this Release shall be governed by Pennsylvania law.

This agreement shall be construed that wherever applicable the use of the singular number shall include the plural number and shall be binding upon and inure to the successors, assigns, heirs, executors, administrators, and legal representatives of the respective parties hereto.

It is further understood and agreed that this is the complete release agreement, and that there are no written or oral understandings or agreements, directly or indirectly connected with this release and settlement that are not incorporated herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

On Behalf of:

Witness:

\_\_\_\_\_  
Adelphoi USA, Inc.  
Authorized Representative

\_\_\_\_\_  
City of Latrobe  
Authorized Representative



## RELEASE

For and in consideration of receiving the benefit of emergency service access and services to be provided by Adelphoi USA, Inc. as part of an agreement to exchange alleys with the City of Latrobe, **Christopher T. Pakos, Arlene M. Pakos and Dunlap Real Estate Holdings, LLC** ("Releasors") hereby fully and forever release, acquit and discharge **the City of Latrobe** ("Latrobe"), its successors, assigns, employees, agents, related and/or affiliated entities, administrators and insurers, of and from any and all actions, causes of action, claim and demands of whatsoever kind or nature on account of any and all damage arising from Latrobe's enactment of an ordinance to vacate a section of Village Way alley identified in the survey attached hereto and an ordinance accepting the dedication of a portion of Village Way alley also identified in Exhibit "A" attached hereto.

It is expressly understood and agreed that this release is intended to cover and does cover not only all now known damages and consequential losses associated with or arising from the transaction described herein, but any damage and/or consequential loss arising or relating thereto discovered in the future.

Releasors hereby declare full understanding of the terms of this release; that the benefits described herein is the sole consideration of this release and that Releasors voluntarily accept said benefits for the purpose of releasing of all claims for damages and consequential losses arising from this transaction.

Releasors hereby represent and declare that no other person, firm or corporation has any lien, right, title or interest in this release.

This release agreement is being executed pursuant to Pennsylvania law. Any issues regarding construction, interpretation, enforceability and/or if fact of this Release shall be governed by Pennsylvania law.

This agreement shall be construed that wherever applicable the use of the singular number shall include the plural number and shall be binding upon and inure to the successors, assigns, heirs, executors, administrators, and legal representatives of the respective parties hereto.

It is further understood and agreed that this is the complete release agreement, and that there are no written or oral understandings or agreements, directly or indirectly connected with this release and settlement that are not incorporated herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

On Behalf of:

Witness:

\_\_\_\_\_  
Christopher T. Pakos

\_\_\_\_\_  
Arlene M. Pakos

\_\_\_\_\_  
Dunlap Real Estate Holdings, LLC  
Authorized Representative

\_\_\_\_\_  
City of Latrobe  
Authorized Representative

## **PERMANENT MAINTENANCE AGREEMENT**

THIS PERMANENT MAINTENANCE AGREEMENT (the "Agreement") is made on this \_\_\_\_\_ day of September, 2023 (the "Execution Date") by and between the City of Latrobe, Westmoreland County, Pennsylvania (the "City"), having a business address of 901 Jefferson Street, Latrobe, Westmoreland County, Pennsylvania 15650 and Adelphoi USA, Inc. ("Adelphoi"), having a business address of 1119 Village Way, Latrobe, Westmoreland County, Pennsylvania 15650 (together the "Parties") regarding permanent maintenance of a certain city owned alley;

WHEREAS, Adelphoi desires to undertake permanent maintenance, as defined below, of an alley leading from Lloyd Avenue to Village Way as set forth in Exhibit "A" attached hereto;

WHEREAS, Adelphoi is agreeable to enter this Permanent Maintenance Agreement as consideration for the City of Latrobe facilitating the expansion of Adelphoi's education complex;

NOW THEREFORE, in exchange of sufficient and mutual consideration, the receipt which is hereby acknowledged by both parties, and WITH THE INTENT TO BE LEGALLY BOUND HEREBY, the Parties hereby agree as follows:

- 1) The Parties agree that Adelphoi will be performing all maintenance responsibilities of said alley including, but not limited to plowing, clearing and cleaning snow and ice including the application of salt and anti-skid treatment to the surface. In the event said alley falls into a state of disrepair, upon the request of the City of Latrobe's Director of Public Works, Adelphoi and/or Adelphoi approved contractors will engage in milling and paving to permanently

resurface the alley set forth in Exhibit "A" attached hereto. Said resurfacing work will be done in accordance with City of Latrobe Ordinance No. 2019-7 for work in streets and sidewalks. Adelphoi and its authorized contractors will assume all safety precautions associated with the repair work, including flaggers and traffic control, if necessary. When completed, a representative from each the City and Adelphoi shall inspect the area of the alley to make sure that the repair work has been completed in compliance with all of the City's regulations.

#### INDEMNIFICATION:

Adelphoi agrees to indemnify, defend and hold harmless the City and the City's directors, officers, employees, contractors, and agents as well as its related entities from and against any and all claims, demands, lawsuits or other proceedings ("Claims") brought or threatened by any party, against Adelphoi, the City, Adelphoi's contractor/subcontractor, the City's employees or agents due to the negligence, gross negligence, or willful misconduct of the City arising out of or relating to the maintenance or construction work performed by Adelphoi and/or its contractor/subcontractor, and pay all of the City's costs in connection with any Claims, including but not limited to, any judgments, amounts paid in settlement, fines, penalties, forfeitures, and expenses (including reasonable attorneys fees through final appeal), whether at law, in equity or administrative in nature.

#### GOVERNING LAW AND CHOICE OF FORUM:

This Agreement is subject to and governed by the laws of the Commonwealth of Pennsylvania. The Parties agree that any dispute arising under this contract shall first be subject to non-binding mediation. In the event that mediation does not resolve the dispute, venue for any action is in the Court of Common Pleas of Westmoreland County, Pennsylvania.

#### ENTIRE AGREEMENT:

The undersigned further declares and represents that this Agreement contains the entire agreement between the City and Adelphoi and that all of the terms of this agreement are binding and enforceable.

#### COUNTERPART SIGNATURES:

Signatures and counterparts for this Agreement shall be legally binding.

#### MODIFICATION:

This Agreement may only be modified by written instruments signed by authorized representatives of both Parties.

WHEREUPON, the Parties have executed this Agreement intending to be legally bound hereby on the date and year first written above.



READ AND AGREED:

CITY OF LATROBE:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF PENNSYLVANIA    }  
  }  
COUNTY OF WESTMORELAND }

SS:

On this the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, personally appeared \_\_\_\_\_. IN WITNESS WHEREOF, I have hereunto set my hand and seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

READ AND AGREED:

\_\_\_\_\_  
John Duwall, Vice President of Facilities  
and Supply Chain Management VP,  
Adelphoi USA, Inc.

STATE OF PENNSYLVANIA    }  
  }  
COUNTY OF WESTMORELAND }

SS:

On this the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, personally appeared \_\_\_\_\_. IN WITNESS WHEREOF, I have hereunto set my hand and seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## Request for Proposal

City of Latrobe  
901 Jefferson St, Latrobe, PA 15650

The City of Latrobe is seeking interested parties to submit a proposal for the rehabilitation of the single-family home located at 1701 Jefferson Street. The home will be subdivided by the city from the larger parcel and will be prepared as an owner occupied, single-family dwelling with a conforming size lot.

The City's sole interest is to recover the costs incurred on the subdivision and preparation for the rehabilitation project, so any not for profit organization or commercial investor applying will be able to profit from the renovation and sale of the home after the City's expenses are satisfied. The City will require a deed restriction for a period of 10 years to ensure this house remains owner occupied.

The structure is a three-bedroom home in need of repair and updates. Interested parties can inspect the home and submit a renovation plan to be submitted to City Council for selection.

For more information or to inspect the home, please contact Terry Carcella, Manager of the City of Latrobe, at [tcarcella@cityoflatrobe.org](mailto:tcarcella@cityoflatrobe.org), or 724.539.8548 x17.

Sell for \$5,000 in ~~Expenses~~