

# **LATROBE CITY COUNCIL AGENDA**

May 12, 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 April 14, 2025 regular meeting. April 28<sup>th</sup> Special Voting Meeting.
6. Approval of Fiscal Department Reports. Finance Report by Tim Pisula.
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 / **Karen Meholic Recognition.**
  - e. Strategic Planning Committee- Amatucci, Yuhaniak, Jenko.
  - f. Events Committee – Amatucci, Yuhaniak, Vavick
  - g. GLSD Student Showcase Committee – Bartels, DiVittis, Vavick

## **Student Showcase award recipient: Eva DeSanders**

9. Board/Authority Reports:
10. Department Reports
  - a. Police-
  - b. Public Works –
  - c. Fire –
  - d. Code Enforcement:
- A. **Public Works / Personnel:**
  1. **Motion to accept the PA. State Liquid Fuels Audit of 2023.**
  2. **Motion to accept road maintenance bids for paving projects for 2025.**
  3. **Motion to accept the resignation of Daniel T Weimer as code officer effective June 1, and to approve an additional 8 weeks severance pay in exchange for general release.**
  4. **Motion to accept the resignation of Tracy Legato.**
  5. **Motion to lease a Sanitation Truck through First Commonwealth Bank.**
  6. **Motion to approve the purchase of a used Sanitation Truck and authority to commit between \$100,000 to \$190,000 for Public Works Director Scott Wajdic.**
- B. **ADMINISTRATION AND FINANCE DEPARTMENT:**
  1. **Motion to approve M O U with AFSME Local 83.**
  2. **Chronic Migraine Awareness Month Declaration for June 2025.**
  3. **Motion to approve Derry Borough and City of Arnold to join the UCC appeals board of the Foothills C O G.**

## **C. New / Unfinished Business: Resolution for Westmoreland County Land Bank and the City of Latrobe and LCRP Agreement.**

### **New Business:**

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

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Eric Bartels, Mayor

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Terry Carcella, City Manager

## Monthly Statistics and Criminal Investigations

April 2025

- 421 Calls for Service 03/01/2025 to 03/31/2025 (documented in RMS / YTD 1555)
- 200 police interactions via walk in / phone (not documented in RMS / YTD 800)
- 280 targeted business, parks, and residential area checks
- 901 total police interactions for the month
- 2865 total police interactions for the calendar year
- Arrest Warrants Served – 6
- Overdose investigations – 0
  - Narcan administered to patient - 0
  - 0 open / active overdose investigations
- Accident Investigation – 6
- Traffic Stops – 95
- Traffic Citations Issued - 21
- Criminal Arrest – 16 (YEAR TO DATE 84)
  - Aggravated Assault - 1
  - Simple Assault – 0
  - Other - 2
  - non-traffic – 6
  - Theft - 1
  - DUI - 3
  - Narcotics – 2
  - Sex Offenses - 2
  - Weapons Offences – 0
- Death Investigations - 0
  - Natural – 0
  - Suicide - 0
  - Homicide – 0
  - Overdose - 0

# City of Latrobe

## Department of Public Work

### APRIL 2025 Monthly Report

10 b

#### Street Maintenance:

- Assisted by the Sanitation Department with roll-off operations (we are tracking this).
- Patched and repaired potholes throughout the city.
- Traffic Signs/Signals and Parking:
- Installed/repared (7) Traffic Street Signs.
- Replace stop signs 3 with post.
- Parking meter repairs. change out batteries, Repair loose post
- Street Patching

#### Sanitation:

- Total Tonnage across the scale for the month 552.96
- Total tonnage to the land fills 757.69 up FROM 687.06
- Total number of boxes 50 up from 44- rented for the month.
- Transported 64 Roll off boxes to the landfill:
- Took in 135 tires this month.
- Cut up 86 tires for disposal.
- Repair of 2- 30-yard and
- Roll off truck picked up this month.
- 45 UP FROM 36 Refrigerant items in.

#### Vehicle and Property Maintenance:

- Conducted routine maintenance and inspections of City Vehicles.
- 4 Fire trucks were serviced and inspected and 2 highway trucks.
- Maintain and service 4 police cars.

#### STORM:

SOME BASINS WERE repaired and pipes changed out.

One basin at the parking lot across from dance land will be repaired causing problems in that lot.

Some Engineering WORK ON JOANNE DRIVE IS BEING CHANGED

#### Director's Note.

We will be receiving bids On May 12, 2025

New Rolloff truck was picked up

Looking for equipment that we will need for recycling equipment and garbage for 2026

Apr 2025

**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	552.96
Regular		Ton	552.96
A) Car tire (off rim)	Small Items	ea	134
Regular		ea	134
B) Car tire (on rim)	Small Items	ea	31
Regular		ea	31
C) Lt/Truck tire 16" (off rim)	Small Items	ea	65
Regular		ea	65
D) Lt/Truck tire 16" (on rim)	Small Items	ea	11
Regular		ea	11
EE) Farm Tractor Tire	Small Items	ea	2
Regular		ea	2
F) Refrigerant Item	Small Items	ea	45
Regular		ea	45
<b>Total</b>		<b>multiple</b>	

Apr 2025

**1,756**

SALES

**\$63.04**

AVG. GROSS SALE

**\$110,694.60**

GROSS SALES

**\$106,470.18**

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	731	\$6,557.40
.01		ea	16	\$300.80
.02		ea	19	\$334.40
.03		ea	31	\$508.40
.04		ea	46	\$699.20
.05		ea	51	\$714.00
.06		ea	53	\$678.40
.07		ea	53	\$614.80
.08		ea	53	\$551.20
.09		ea	51	\$469.20
.10		ea	55	\$440.00
.11		ea	67	\$455.60
.12		ea	57	\$319.20
.13		ea	48	\$211.20
.14		ea	40	\$128.00
Total		multiple		\$94,929.69

Item	Category	Unit	Units Sold	Gross Sales
.15		ea	42	\$84.00
.16		ea	49	\$49.00
Bulk refuse	Refuse	Ton	552.96	\$66,355.20
Regular		Ton	552.96	\$66,355.20
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	3	\$1,110.00
Regular		ea	3	\$1,110.00
HH2) 15 yard roll-off (NO CARD)	Roll-Off Boxes	ea	2	\$800.00
Regular		ea	2	\$800.00
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	30	\$13,500.00
Regular		ea	30	\$13,500.00
LL) Day Charge (NO CARD)	Roll-Off Boxes	ea	78	\$780.00
Regular		ea	78	\$780.00
A) Car tire (off rim)	Small Items	ea	134	\$536.00
Regular		ea	134	\$536.00
B) Car tire (on rim)	Small Items	ea	31	\$155.00
Regular		ea	31	\$155.00
C) Lt/Truck tire 16" (off rim)	Small Items	ea	65	\$325.00
Regular		ea	65	\$325.00
D) Lt/Truck tire 16" (on rim)	Small Items	ea	11	\$66.00
Regular		ea	11	\$66.00
EE) Farm Tractor Tire	Small Items	ea	2	\$50.00
Total		multiple		\$94,929.69

Item	Category	Unit	Units Sold	Gross Sales
Regular		ea	2	\$50.00
F) Refrigerant Item	Small Items	ea	45	\$1,575.00
Regular		ea	45	\$1,575.00
G) Garbage Stickers/sheet	Small Items	ea	13	\$65.00
Regular		ea	13	\$65.00
W) E-Waste	Small Items	ea	1	\$25.00
Regular		ea	1	\$25.00
Scrape Metal	Sold Recyclables	ea	1	\$579.20
Regular		ea	1	\$579.20
UPNC) Upcharge (NO CARD)	Upcharge	ea	7	\$397.15
Regular		ea	7	\$397.15
Upcharge	Upcharge	ea	3	\$333.74
Regular		ea	3	\$333.74
<b>Total</b>		<b>multiple</b>		<b>\$94,929.69</b>

Apr 2025

**Item sales**

Display By Item Type

Filtered By Item Category: Sold Recyclables

Item	Items Sold	Gross Sales
Physical good	2	\$2,766.50
Aluminum	1	\$2,187.30
Regular	1	\$2,187.30
Scrape Metal	1	\$579.20
Regular	1	\$579.20
Total	2	\$2,766.50





# Monthly Council Report

04/01/2025 - 04/30/2025

Page: 1

Issued Date	Application Number	Application Type / Site Address	Parcel	Applicant	Project Description	Amount Paid
04/04/2025	2025-18Z	ZONING PERMIT 806 WALNUT ST	15-03-07-0-237	SEMENKO DAVID G & HEATHER N	Shed	35.00
04/07/2025	2025-06UB	UCC BUILDING PERMIT RESIDENTIAL 400 CHESTNUT	15-03-06-0-503	Moximchalk Michael	Above Ground Pool and Pool Deck	328.50
04/07/2025	2025-19Z	ZONING PERMIT 47 Ligonier St	15-03-01-0-102	SPHON LUCY A & RICHARD R	Shed	35.00
04/10/2025	2025-20Z	ZONING PERMIT 815 SPRING ST	15-03-07-0-217	WHITEHOUSE TIMOTHY ALAN	815 Spring - Whitehouse	70.00
04/11/2025	2025-11FR	FIREPIT PERMIT 32 E HARRISON AVE	15-03-15-0-150	WERNER KAREN A	Firepit Permit	20.00
04/11/2025	2025-16UR	REPAIR PERMIT 1110 RIDGE AVE	15-03-06-0-519	V III INC	V III Windows	40.00
04/11/2025	2025-21Z	ZONING PERMIT 815 SPRING ST	15-03-07-0-217	WHITEHOUSE TIMOTHY ALAN	815 Spring St - whitehouse car port	120.00
04/16/2025	2025-23Z	ZONING PERMIT 128 WASHINGTON ST	15-03-05-0-253	MILLER SCOTT A & TAMARA K	Trellis	35.00



# Monthly Council Report

04/01/2025 - 04/30/2025

Page: 2

Issued Date	Application Number	Application Type / Site Address	Parcel	Applicant	Project Description	Amount Paid
04/21/2025	2025-16UR	REPAIR PERMIT 2414 LAVEEN ST	15-04-03-0-048	MALIZIA PETER M	2414 Laveen St - Malizia	75.00
04/21/2025	2025-17UR	REPAIR PERMIT 122 Laurel Ln	15-02-08-0-107	PISCIONE LORI R TRUSTEES ETAL	Window Replacement	80.00
04/23/2025	2025-18UR	REPAIR PERMIT 629 CHESTNUT ST BLK-D	15-03-07-0-027	HAUSER ERIC B SHIRLEY A	Repair Steps and Deck	65.00
04/30/2025	2025-24Z	ZONING PERMIT 401 JEFFERSON ST	15-03-05-0-261	HIXSON STEPHANY LYNN	Shed 160SF	35.00
Monthly Permits:13						\$938.50

# Code Enforcement Monthly Council Report

Cases opened between 04/01/2025 and 04/30/2025

Case Number	Submitted	Status	Parcel	Location	Case Description	Primary Contact
2025-029	04/02/2025	CITATION ISSUED	15-03-10-0-274	242 GERTRUDE ST Latrobe, PA 15650	Nuisance motor vehicle (White Chevrolet) on ramps. Vehicle is out of inspection.	TUCCI BENAIAH & JENNA 126 HUTCHMAN RD MARS, PA 16046 CENTAUR 31 LLC 10 ST SEBASTIAN CT STAFFORD, VA 22556 BOARDWALK CONSULTING 1301 Saw Mill Run Boulevard PITTSBURGH, PA 15226 REGULA JEFFREY JOSEPH 319 MT CARMEL RD NEW ALEXANDRIA, PA 15670 SACKANDY DANIELLE L 315 OAK ST LATROBE, PA 15650 HORWAT THOMAS P NANCY J 1711 DAILEY AVE LATROBE, PA 15650 SHERBA BRIAN P & MYERS SHELBY 6617 Privette Rd. WENDELL, NC 27591 RUFFIN TYLER A 307 OAK ST LATROBE, PA 15650 LATROBE CHESTNUT HILL REALTY 11 GLENVIEW AVE GREENSBURG, PA 15601 SMITH SHANE C 219 DICKENS ST LATROBE, PA 15650 HUBER JOSEPH B 411 WASHINGTON ST LATROBE, PA 15650
2025-030	04/07/2025	CITATION ISSUED	15-03-06-0-588	604 MAIN ST Latrobe, PA 15650	Multiple property maintenance issues	
2025-031	04/11/2025	CITATION ISSUED	15-04-03-0-091	14 AVE B Latrobe, PA 15650	Six Property Maintenance Violations. Section 302.7 Accessory structures, Section 304.1 General, Section 304.1.1.9 Unsafe Conditions, Section 304.2 Protective Treatment, Section 304.7 Roofs and Drainage, Section 304.10 Stairways, decks, porches and balconies Excess accumulation of Rubbish on Porch	
2025-032	04/11/2025	CITATION ISSUED	15-03-15-0-025	8 West Harrison Avenue Latrobe, PA 15650		
2025-033	04/11/2025	CITATION ISSUED	15-03-06-0-009	315 OAK ST Latrobe, PA 15650	Second Notice: Excess accumulation of rubbish.	
2025-034	04/11/2025	CITATION ISSUED	15-03-11-0-261	1711 DAILEY AVE Latrobe, PA 15650	Vehicle parked on street with flat tire and out of inspection: Infiniti G35x License Plate KLH-5813	
2025-035	04/11/2025	CITATION ISSUED	15-03-14-0-099	2013 WATKINS AVE Latrobe, PA 15650	Excess accumulation of rubbish.	
2025-036	04/11/2025	CITATION ISSUED	15-03-06-0-007	307 OAK ST Latrobe, PA 15650	Excess rubbish accumulation by fence.	
2025-037	04/25/2025	CITATION ISSUED	15-03-07-0-268	915 CHESTNUT ST Latrobe, PA 15650	High grass and weeds around property. Nuisance vehicles: Brown Saturn Aura XR (MGD 2524) Honda Odyssey (LNA 9491)	
2025-038	04/25/2025	CITATION ISSUED	15-03-10-0-285	1707 LIGONIER ST Latrobe, PA 15650	Nuisance vehicle: Blue Honda Sedan.	
2025-039	04/25/2025	CITATION ISSUED	15-03-06-0-073	411 WASHINGTON ST Latrobe, PA 15650	Rubbish on porch and throughout backyard	

# Code Enforcement Monthly Council Report

Cases opened between 04/01/2025 and 04/30/2025

2025-040	04/28/2025	CITATION ISSUED	15-03-07-0-266	905 Chestnut Street Latrobe, PA 15650	Grass over 8" high	LATROBE CHESTNUT HILL REALTY 11 GLENVIEW AVE GREENSBURG, PA 15601 LATROBE CHESTNUT HILL REALTY 11
2025-041	04/28/2025	CITATION ISSUED	15-03-07-0-269	906 Walnut St Latrobe, PA 15650	Grass over 8" high.	GLENVIEW AVE GREENSBURG, PA 15601 COLAIANNE CURTIS N & LAURA LS 401 DEPOT ST LATROBE, PA 15650
2025-042	04/28/2025	CITATION ISSUED	15-03-06-0-300	401 DEPOT ST LATROBE, PA 15650	The two trees on Alexandria St. side need to be trimmed per ordinance. They are currently interfering with street sweeping.	

Total Cases: 14

# ATTESTATION ENGAGEMENT

A-1

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City of Latrobe  
Westmoreland County, Pennsylvania  
64-412  
Liquid Fuels Tax Fund  
For the Period  
January 1, 2023 to December 31, 2023

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April 2025



Commonwealth of Pennsylvania  
Department of the Auditor General

Timothy L. DeFoor • Auditor General



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Department of the Auditor General  
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TIMOTHY L. DEFOOR  
AUDITOR GENERAL

### Independent Auditor's Report

The Honorable Michael Carroll  
Secretary  
Department of Transportation  
Harrisburg, PA 17120

We examined the accompanying Form MS-965 With Adjustments for the Liquid Fuels Tax Fund of the City of Latrobe, Westmoreland County, for the period January 1, 2023 to December 31, 2023. The municipality's management is responsible for presenting the Form MS-965 in accordance with the criteria described in the Background section of this report and the Department of Transportation's *Publication 9*. Our responsibility is to express an opinion on the Form MS-965 With Adjustments based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Form MS-965 is presented in accordance with the criteria described above, in all material respects. An examination involves performing procedures to obtain evidence about the Form MS-965. The nature, timing and extent of the procedures selected depend on our judgement, including an assessment of the risks of material misstatement of the Form MS-965, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with ethical requirements relating to the engagement.

In our opinion, the Form MS-965 With Adjustments presents, in all material respects, the information required by the Pennsylvania Department of Transportation for the Liquid Fuels Tax Fund of the City of Latrobe, Westmoreland County, for the period January 1, 2023 to December 31, 2023, in accordance with the criteria described in the Background section of this report and the Department of Transportation's *Publication 9*.



### Independent Auditor's Report (Continued)

In accordance with *Government Auditing Standards*, we are required to report all deficiencies that are considered to be significant deficiencies or material weaknesses in internal control; fraud and noncompliance with provisions of laws or regulations that have a material effect on the Form MS-965; and any other instances that warrant the attention of those charged with governance; noncompliance with provisions of contracts or grant agreements, and abuse that has a material effect on the Form MS-965. We are also required to obtain and report the views of responsible officials concerning the findings, conclusions, and recommendations, as well as any planned corrective actions. We performed our examination to express an opinion on whether the Form MS-965 is presented in accordance with the criteria described above and not for the purpose of expressing an opinion on internal control over reporting on the Form MS-965 or on compliance and other matters; accordingly, we express no such opinions.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Form MS-965 will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

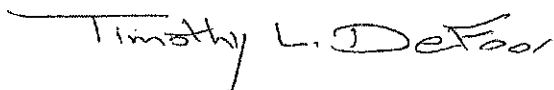
Our consideration of internal control over reporting on the Form MS-965 was for the limited purpose of expressing an opinion on whether the Form MS-965 is presented in accordance with the criteria described above and would not necessarily identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our engagement we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

As part of obtaining reasonable assurance about whether the Form MS-965 is free from material misstatement, we performed tests of the City of Latrobe, Westmoreland County's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of amounts on the Form MS-965. However, providing an opinion on compliance with those provisions was not an objective of our engagement, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Independent Auditor's Report (Continued)

The purpose of this report is to determine whether the municipality's Liquid Fuels Tax Fund money is spent in accordance with the laws and regulations identified in the Background section of this report and the Department of Transportation's *Publication 9*. This report is not suitable for any other purpose.

We appreciate the courtesy extended by the City of Latrobe, Westmoreland County, to us during the course of our examination. If you have any questions, please feel free to contact the Bureau of County Audits at 717-787-1363.

A handwritten signature in black ink that reads "Timothy L. DeFoor". The signature is written in a cursive style with a horizontal line above the first name.

Timothy L. DeFoor  
Auditor General  
April 11, 2025



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CITY OF LATROBE  
WESTMORELAND COUNTY  
LIQUID FUELS TAX FUND  
BACKGROUND  
FOR THE PERIOD  
JANUARY 1, 2023 TO DECEMBER 31, 2023

Background

The Liquid Fuels Tax Municipal Allocation Law, Act 655 of 1956, as amended, see also 72 P.S. § 2615.5, et sec., provides municipalities other than counties (i.e., townships, boroughs, cities, towns, home rule, and optional plan governments) with an annual allocation of liquid fuels taxes from the state's Motor License Fund to be used for the maintenance and repair of streets, roads, and bridges for which the municipality is responsible. The allocation of these funds to municipalities is based upon: (1) 50 percent on the municipality's proportion of local road mileage to the total local road mileage in the state; and (2) 50 percent on the proportion of a municipality's population to the total population in the state.

Title 75 Pa.C.S. § 9511 of the Pennsylvania Vehicle Code provides municipalities with annual maintenance payments to be received from the Motor License Fund for functionally local highways that were transferred to a municipality from the Commonwealth of Pennsylvania.

Each municipality must deposit the allocation of Liquid Fuels Tax funds and annual maintenance payments that it receives into a special fund called either the Municipal Liquid Fuels Tax Fund or State Fund. A municipality may not deposit any other monies into this fund except when the municipality does not have enough money in the special fund to meet the payments called for by its current annual budget for road and bridge purposes. In such a case, the municipality may borrow money or transfer money from its General Fund to its Liquid Fuels Tax Fund.

The Department of Transportation has been given the regulatory authority for the administration of these funds. Department of Transportation's *Publication 9* includes the policies and procedures for the administration of Act 655, as amended, and the Liquid Fuels Tax Fund money. However, if there is a difference between *Publication 9* and any legislation, the legislation shall govern.

To qualify for the annual allocation of Liquid Fuels Tax funds, *Publication 9* indicates that each municipality shall:

1. Submit annual reports (MS-965, Actual Use Report, MS-965P, Project and Miscellaneous Receipts, and MS-965S, Record of Checks).
2. Make deposits and payments or expenditures in compliance with Act 655 of 1956, as amended. Failure to do so may result in not receiving allocations from PennDOT until all discrepancies are resolved. *Publication 9*, Section 2.6, includes information about investing Liquid Fuels Tax monies, using loan or bond proceeds, and types of receipts into the Liquid Fuels Tax Fund.

CITY OF LATROBE  
WESTMORELAND COUNTY  
LIQUID FUELS TAX FUND  
BACKGROUND  
FOR THE PERIOD  
JANUARY 1, 2023 TO DECEMBER 31, 2023

Background (Continued)

3. Submit the Pennsylvania Department of Community and Economic Development's (DCED) Report of Elected and Appointed Officials by January 31<sup>st</sup> and the Survey of Financial Condition By March 15<sup>th</sup>.
4. Ensure resolution of all Contractor Responsibility Program (CRP) holds and blocks imposed by the Department of Revenue and the Department of Labor and Industry.
5. Ensure resolution of all reimbursements required as a result of audits performed by the Department of the Auditor General or monitoring reviews performed by the Department of Transportation's Financial Consultants.

*Criteria*

The criteria for the Form MS-965 With Adjustment are described below.

Section 1 of Form MS-965 With Adjustments provides a summary of Liquid Fuels Tax Fund expenditures by category. Categories requiring explanation include:

- Major equipment purchases are purchases of road machinery and road equipment with varying yearly costs in excess of the amounts indicated below:

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>\$11,300.00</u>	<u>\$11,500.00</u>	<u>\$11,800.00</u>	<u>\$12,200.00</u>

- Minor equipment purchases are purchases of road machinery and road equipment with varying yearly costs that are less than or equal to the amounts indicated below:

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>\$11,300.00</u>	<u>\$11,500.00</u>	<u>\$11,800.00</u>	<u>\$12,200.00</u>

- Agility projects are exchanges of services with the Department of Transportation.

CITY OF LATROBE  
WESTMORELAND COUNTY  
LIQUID FUELS TAX FUND  
BACKGROUND  
FOR THE PERIOD  
JANUARY 1, 2023 TO DECEMBER 31, 2023

Background (Continued)

Section 2 of Form MS-965 With Adjustments provides information on the fund balance. Categories requiring explanation include:

- The state allocation is available from the Department of Transportation in March of each year. The amount the municipality receives is based half on its population and half on its road mileage.
- Municipalities that transferred roads from the Commonwealth of Pennsylvania to the municipality through the Highway Transfer Program receive annual turnback allocations in March of each year from the Department of Transportation. Turnback allocations are based on the mileage of the roads transferred.
- Expenditures include the total transferred from Section 1.

Section 3 of Form MS-965 With Adjustments determines if the municipality expended Liquid Fuels Tax Fund money in excess of the permissible amount for equipment and the balance that the municipality may carry forward for the purchase of equipment to the subsequent year.

Department of Transportation *Publication 9* requires that the amount expended for equipment purchases in a given year not exceed the sum of the equipment balance carried forward from the previous year and 20 percent of the current year's Liquid Fuels Tax Fund allocation and, if applicable, 20 percent of the turnback allocation plus other Department of Transportation approved adjustments.

If the municipality spent in excess of the amount listed on Line 4, the excess must be reimbursed to the Liquid Fuels Tax Fund.

The equipment balance to be carried forward for the subsequent year is the lesser of the amount on Line 6 or the ending fund balance on Line 6 of Section 2, but not less than zero.

CITY OF LATROBE  
WESTMORELAND COUNTY  
LIQUID FUELS TAX FUND  
BACKGROUND  
FOR THE PERIOD  
JANUARY 1, 2023 TO DECEMBER 31, 2023

Background (Continued)

*Basis of Presentation*

The financial activities of the municipality are accounted for in separate funds. The Liquid Fuels Tax Fund is used to account for state aid revenues from the Pennsylvania Department of Transportation used primarily for building and improving local roads and bridges. The Form MS-965 has been prepared in accordance with reporting requirements prescribed by the Pennsylvania Department of Transportation as a result of the Fuels Tax Act 655, dated 1956 and as amended, which does not constitute a complete presentation of the entity's assets, liabilities, expenses, and fund balance. Accordingly, the presentation of Form MS-965 With Adjustments is restricted to the Liquid Fuels Tax Fund, which represents a segment of the entity.

*Basis Of Accounting*

The accompanying Form MS-965 With Adjustments is prepared in accordance with reporting requirements prescribed by the Pennsylvania Department of Transportation. Under this method, revenues are recognized when received and expenditures are recorded when paid.

*General Fixed Assets*

General fixed assets are recognized as expenditures at the time of purchase. No depreciation has been provided on the heavy equipment used to maintain and repair roads and bridges.

CITY OF LATROBE  
WESTMORELAND COUNTY  
LIQUID FUELS TAX FUND  
2023 FORM MS-965 – SECTION 1  
WITH ADJUSTMENTS

<u>Expenditure Summary</u>	<u>Reported</u>	<u>Adjustments</u>	<u>Adjusted Amount</u>
Minor equipment purchases	\$ 2,512.44	\$ -	\$ 2,512.44
Computer/Computer related training	-	-	-
Major equipment purchases	-	-	-
Agility projects	-	-	-
Cleaning streets and gutters	-	-	-
Winter maintenance services	29,573.98	-	29,573.98
Traffic control devices	8,352.44	-	8,352.44
Street lighting	101,647.69	-	101,647.69
Storm sewers and drains	-	-	-
Repairs of tools and machinery	100.00	-	100.00
Maintenance and repair of roads and bridges	2,502.75	-	2,502.75
Highway construction and rebuilding projects	369,074.58	-	369,074.58
Miscellaneous	125.00	-	125.00
Total (To Section 2, Line 5)	<u>\$ 513,888.88</u>	<u>\$ -</u>	<u>\$ 513,888.88</u>

CITY OF LATROBE  
WESTMORELAND COUNTY  
LIQUID FUELS TAX FUND  
2023 FORM MS-965 -- SECTION 2  
WITH ADJUSTMENTS

<u>Fund Balance</u>	<u>Reported</u>	<u>Adjustments</u>	<u>Adjusted Amount</u>
1. Balance, January 1, 2023	\$ 258,292.56	\$ -	\$ 258,292.56
Receipts:			
2. State allocation	274,916.83	-	274,916.83
2a. Turnback allocation	3,880.00	-	3,880.00
2b. Interest on investments	14,856.58	-	14,856.58
2c. Miscellaneous	143,681.79	-	143,681.79
3. Total receipts	437,335.20	-	437,335.20
4. Total funds available	695,627.76	-	695,627.76
5. Expenditures (Section 1)	513,888.88	-	513,888.88
6. Balance, December 31, 2023	<u>\$ 181,738.88</u>	<u>\$ -</u>	<u>\$ 181,738.88</u>

CITY OF LATROBE  
WESTMORELAND COUNTY  
LIQUID FUELS TAX FUND  
2023 FORM MS-965 – SECTION 3  
WITH ADJUSTMENTS

<u>Equipment Balance</u>	<u>Reported</u>	<u>Adjustments</u>	<u>Adjusted Amount</u>
1. Prior year equipment balance	\$ 232,181.70	\$ -	\$ 232,181.70
2. Add: Current year equipment allocation (20% of Lines 2 + 2a, Section 2)	55,759.37	-	55,759.37
3. PENNDOT approved adjustments	<u>-</u>	<u>-</u>	<u>-</u>
4. Total funds available for equipment acquisition	287,941.07	-	287,941.07
5. Less: Major equipment expenditures	<u>-</u>	<u>-</u>	<u>-</u>
6. Remainder	<u>287,941.07</u>	<u>-</u>	<u>287,941.07</u>
7. Equipment balance available for subsequent year (Lesser of Line 6 or Section 2 balance, but not less than zero)	<u>\$ 181,738.88</u>	<u>\$ -</u>	<u>\$ 181,738.88</u>



CITY OF LATROBE  
WESTMORELAND COUNTY  
LIQUID FUELS TAX FUND  
AUDITOR DESCRIPTION OF SELECT TRANSACTIONS  
FOR THE PERIOD  
JANUARY 1, 2023 TO DECEMBER 31, 2023

The following information relates to certain types of transactions for which the Pennsylvania Department of Transportation requested that we provide additional detail.

Miscellaneous Receipts

The following miscellaneous receipts were deposited into the Liquid Fuels Tax Fund during the examination period:

<u>Source</u>	<u>Description</u>	<u>Amount</u>
Derry/Unity Township	Reimbursement of electricity costs	\$ 163.92
Vendor	Deposit in error	132,275.00
Commonwealth of Pennsylvania	Winter maintenance agreement	11,242.87
Total		<u>\$143,681.79</u>

Miscellaneous Expenditures

During 2023, the municipality paid \$125.00 of bank service charges.

Deposit In Error

On May 30, 2023, the municipality deposited \$132,275.00 into its Liquid Fuels Tax Fund in error. The municipality stated that the \$132,275.00 will remain in its Liquid Fuels Tax Fund.

CITY OF LATROBE  
WESTMORELAND COUNTY  
LIQUID FUELS TAX FUND  
SUMMARY OF PRIOR EXAMINATION RECOMMENDATION  
FOR THE PERIOD  
JANUARY 1, 2023 TO DECEMBER 31, 2023

Summary Of Prior Examination Recommendation

In our prior report we recommended that the municipality maintain adequate documentation to support all receipts.

During our current examination we noted that the municipality complied with our recommendation.

CITY OF LATROBE  
WESTMORELAND COUNTY  
LIQUID FUELS TAX FUND  
SUMMARY OF ONSITE CLOSEOUT MEETING  
FOR THE PERIOD  
JANUARY 1, 2023 TO DECEMBER 31, 2023

An onsite closeout meeting was held January 13, 2025. Those participating were:

CITY OF LATROBE

Mr. Terry Carcella, City Manager

Ms. Karen M. Meholic, Director of Finance & Administration

DEPARTMENT OF THE AUDITOR GENERAL

Ms. Oldriska Hoch, CFE, Auditor

CITY OF LATROBE  
WESTMORELAND COUNTY  
LIQUID FUELS TAX FUND  
REPORT DISTRIBUTION  
FOR THE PERIOD  
JANUARY 1, 2023 TO DECEMBER 31, 2023

This report was initially distributed to:

**The Honorable Michael Carroll**  
Secretary  
Department of Transportation

**City of Latrobe**  
Westmoreland County  
901 Jefferson Street  
P. O. Box 829  
Latrobe, PA 15650

**The Honorable Eric Bartels**  
Mayor

**Mr. Terry Carcella**  
City Manager

**Ms. Karen M. Meholic**  
Director of Finance & Administration

This report is a matter of public record and is available online at [www.PaAuditor.gov](http://www.PaAuditor.gov). Media questions about the report can be directed to the Pennsylvania Department of the Auditor General, Office of Communications, 229 Finance Building, Harrisburg, PA 17120; via email to: [news@PaAuditor.gov](mailto:news@PaAuditor.gov).

A-3

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into by and between the **City of Latrobe** (referred to throughout this Agreement as "Employer") and **Daniel T. Weimer** ("Employee"). The term "Party" or "Parties" as used herein shall refer to Employer, Employee, or both, as may be appropriate.

### **1. Recitals.**

This Agreement is made with reference to the following facts:

(a) This Agreement is executed this 28<sup>th</sup> day of April, 2025 with the understanding and agreement that Employee's last day of employment by Employer shall be June 1, 2025 (hereinafter "Separation Date");

(b) Employee has been Employed by Employer as an at-will Code Enforcement Officer. Employer has determined that Employee's performance has been unsatisfactory. **OR Employee has tendered his resignation effective the Separation Date.**

(c) These recital paragraphs are essential and material and incorporated into this Agreement.

### **2. Consideration/Indemnification for Tax Consequences and Liens/Retirement.**

(a) In consideration for Employee signing this Agreement, and complying with its terms and subject to the revocation language below, Employer will cause to be paid the following sums to Employee (the "Settlement Payment"), to be paid as follows:

(1) Employee shall remain on the payroll and use his accrued vacation and personal days through June 1, 2025 which shall be subject to the usual payroll/tax withholdings and reportable as part of the Employee's W-2 earnings. After Employee has exhausted his vacation and personal days, Employee shall receive one gross payment equal to eight (8) weeks salary in the amount of \$9,232, less applicable payroll/tax withholdings and reportable as part of the Employee's W-2 earnings.

(2) Employer will provide healthcare insurance coverages to Employee through July 31, 2025.

(3) Employee understands and agrees Employer is providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Each party is responsible for their respective tax consequences associated with this Agreement, if any.

### **3. No Consideration Absent Execution of this Agreement.**

Employee understands and agrees that Employee would not receive the monies and/or

benefits specified in Paragraph 2(a) above, except for Employee's timely execution of this Agreement and the fulfillment of the promises contained herein.

**4. Time to Consider and Revoke Agreement.**

Employee shall have twenty-one (21) days from the date he receives it to consider whether to enter into this Agreement. Any modifications to this Agreement, whether material or immaterial, will not restart the consideration period. If Employee elects not to take the full 21 days to consider this Agreement, Employee may do so voluntarily. If Employee chooses to sign and thereby accept this Agreement, Employee may revoke the acceptance within seven (7) days of the date on which Employee signed the Agreement. If Employee revokes his acceptance of the Agreement, he must do so through written notice stating that "I revoke my acceptance of the Separation Agreement and General Release," or words to that effect, which notice must be received by **the City of Latrobe Manager, Terry Carcella**, before the end of the seven-day revocation period. This Agreement shall take effect on the day following the expiration of the seven-day revocation period (the "Effective Date"). Employee agrees that, promptly after signing this Agreement, he shall send the entire original signed agreement to **Terry Carcella**.

**5. Disbursal of Settlement Funds/Dismissal of Action.**

(a) The severance payment referred to in paragraph 2(a) above shall be made on the first regular pay period following the Separation Date or the first regular pay period following expiration of the seven-day revocation period set forth in Paragraph 4 above, whichever shall occur last.

**6. General Release, Claims Not Released and Related Provisions.**

(a) **General Release of All Claims.** Employee knowingly and voluntarily, both individually and as a member of any class, and on behalf of Employee's spouse, heirs, executors, successors, administrators, and assigns, hereby releases and forever discharges the Releasees from any and all liability, claims, demands, causes of action, costs and damages, of every nature and kind, whether known or unknown, which Employee has or ever had prior to and including the date that Employee signs this Agreement and through the Separation Date, and which relate to, or in any way arise out of, the employment and/or the separation of Employee's employment by Employer (the "Released Claims"). The Released Claims include but are not limited to the claims described in paragraph 1(b), tort claims, contract claims, discrimination claims of any kind (including but not limited to race, religion, color, sex, national origin, age, gender, disability, same sex marriage, marital and veteran status), claims for unpaid wages, back pay, front pay, retaliation, overtime pay, violation of public policy, wrongful discharge based on tort or contract, negligent and intentional infliction of emotional distress, as well as claims for special, general, punitive, consequential, and exemplary damages, attorney's fees, costs and injunctive relief. The Released Claims also include, but are not limited to, violations of the following: Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Fair Labor Standards Act, the Pennsylvania Wage Payment and Collection law, workers compensation wage and medical benefits, and to the fullest extent permissible, any and all rights and claims of Employee under the United States Constitution and Pennsylvania Constitution and

any and all federal, state, or local statutes, regulations, ordinances, executive orders, policies, or common law, as well as any rights or claims under any employee policy, employment manual, or contract of employment governing the employment practices of Employer or affiliates, or any of their predecessors. Employee acknowledges that he is voluntarily releasing claims that he may not know about, and that Employee is assuming the risk that he may learn about previously unknown Released Claims after signing this Agreement. Employee further represents and warrants that he has not sold, assigned, transferred, conveyed or otherwise disposed of any claims, demands, actions or causes of action relating to any of the Released Claims. Employee is not waiving any rights Employee may have to: (i) Employee's own vested or accrued employee benefits under Employer's pension plans as of the Separation Date; (ii) pursue claims that by law cannot be waived by signing this Agreement; or (iii) enforce this Agreement.

**7. Confidentiality.**

(a) Employee confirms that prior to the execution of this Agreement, Employee has not revealed its terms to any third parties. Employee agrees not to disclose any information regarding the terms of this Agreement, the negotiations leading up to the Agreement, or the claims raised in the Charge, except to Employee's spouse, tax advisor, and an attorney with whom Employee chooses to consult regarding Employee's consideration of this Agreement. Employer agrees not to disclose any information regarding the terms of this Agreement or the negotiations leading up to it, except to the extent necessary to effectuate settlement. Employee acknowledges that Employer may be required to disclose the terms of this Agreement under applicable Pennsylvania law, including the Right to Know law.

**8. Acknowledgements and Affirmations.**

(a) Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim or lawsuit against Employer.

(b) Employee also affirms that the sums set forth in paragraph 2(b) of this Agreement comprise all sums to which Employee is entitled to be paid as compensation, wages, bonuses, commissions, paid sick leave, and/or benefits that are due and payable as of the date Employee signs this Agreement and Employee has been reimbursed for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee further affirms that Employee has submitted expense reports for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(c) Employee further affirms that Employee has no known workplace injuries or occupational diseases.

(d) Employee shall not apply for, or accept, employment or other work engagement (including, for example, as an independent contractor or temporary worker) with Employer or any Releasee under any circumstances because of, among other things, irreconcilable differences with Employer. Employee agrees that, if Employee accepts employment or other work engagement with any Releasee in contravention of this Agreement, such Releasee may terminate

Employee's employment or work engagement immediately and Employee shall have no claim against such Releasee, in law or equity, related to such termination (to the fullest extent permitted by law).

**9. Return of Property.**

Except as provided otherwise in this Agreement or by law, Employee affirms that Employee has returned all of Employer's property, documents, and/or any confidential information in Employee's possession or control.

Employee also affirms that Employee is in possession of all of Employee's property that Employee had at Employer's premises and that Employer is not in possession of any of Employee's property.

**10. Neutral Reference.**

Any and all requests for reference by or on behalf of Employee shall be directed to Employer's Manager. Employer shall confirm dates of employment and position, only.

A failure by Employee, or anyone seeking a reference at Employee's direction or request, to direct requests for reference pursuant to this Paragraph to Employer's Manager shall constitute a waiver by Employee of the requirement that Employer fulfill its obligations under this Paragraph.

**11. Medicare Secondary Payer Rules.**

Employee is not eligible for and enrolled in Medicare. Employee affirms that Employee's claims against Employer do not involve any illness, injury, incident, or accident in which medical expenses were, or are expected to be, incurred. Accordingly, Employee affirms that Medicare has no interest in the payment under this settlement. Nonetheless, if the Centers for Medicare & Medicaid Services ("CMS") (this term includes any related agency representing Medicare's interests, as well as any insurance carrier providing benefits under Medicare Part C or Part D) determines that Medicare has an interest in the payment to Employee under this settlement, Employee agrees to indemnify, defend, and hold Releasees harmless from any action by CMS relating to medical expenses of Employee. Employee agrees to reasonably cooperate with Releasees upon request with respect to (i) any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, and (ii) any claim CMS may make and for which Employee is required to indemnify Releasees under this Paragraph. Furthermore, Employee agrees to waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

**12. Governing Law and Interpretation.**

This Agreement shall be governed and conformed in accordance with the laws of Pennsylvania without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Employee agrees to sign a replacement release in a form provided by Employer.



**13. Nonadmission of Wrongdoing.**

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

**14. Amendment.**

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

**15. Entire Agreement.**

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Employer and Employee, which shall remain in full force and effect according to their terms. Employee acknowledges that Employee has relied on advice from counsel of his choice to execute this Agreement, and has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

**16. Counterparts and Signatures.**

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

**17. Mutual Negotiation.**

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it. Instead, it shall be construed as if both Parties prepared it jointly.

**18. Third Party Beneficiaries.**

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Employee or any party acting on Employee's behalf.

**EMPLOYEE IS HEREBY ADVISED THAT HE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO REVIEW THIS AGREEMENT AND GENERAL RELEASE AND TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT AND GENERAL RELEASE.**

**EMPLOYEE MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY HE SIGNS THIS AGREEMENT. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO**

EMPLOYER'S MANAGER, TERRY CARCELLA, AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT." THE REVOCATION MUST BE PERSONALLY DELIVERED TO MR. CARCELLA OR MAILED TO LATROBE CITY HALL, C/O MANAGER TERRY CARCELLA, 901 JEFFERSON STREET, LATROBE, PA, 15650 AND POSTMARKED WITHIN SEVEN (7) CALENDAR DAYS AFTER EMPLOYEE SIGNS THIS AGREEMENT.

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO SEVEN (7) CALENDAR DAY CONSIDERATION PERIOD.

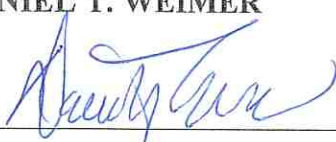
EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

DANIEL T. WEIMER

CITY OF LATROBE

By:



By:

Print

Name:

DANIEL T WEIMER

Date:

Date:

5/2/2025

Tracy Legato  
199 Mill Road  
Ligonier, PA 15658  
[Tracy.legato@yahoo.com](mailto:Tracy.legato@yahoo.com)

May 9, 2025

Mr. Terry Carcella  
City of Latrobe  
901 Jefferson Street  
Latrobe, PA 15650

Dear Mr. Carcella,

Please accept this letter as my formal resignation from my position as Code Officer. My last day of work will be May 23, 2025.

I would like to express my gratitude for the opportunities and experiences I have had during my time with the City of Latrobe. I will commit to making the transition process as smooth as possible and will ensure that all my duties are completed before my last day of work.

Thank you again for the support and guidance you have provided during my time at the City.

Sincerely,

  
Tracy Legato



**Finance Approval Terms**

**Legal Name of Borrower:** City of Latrobe  
**Equipment Description:** 2026 HEIL HalfPack Odyssey Front Loader  
**Dealer Name:** Mid-Atlantic Waste Systems

<b>Contract Type:</b>	Municipal Lease	<b>Amount Financed:</b>	\$463,479.00
<b>Credit Approval Expires:</b>	8/5/2025	<b>Rate Expires:</b>	5/31/2025
<b>Term (Years)</b>	6	<b>Advance Payments:</b>	1
<b>Annual Payment:</b>	\$88,752.07	<b>Interest Rate:</b>	5.760%

**Money Due at Signing**

<b>Net Trade Allowance:</b>	\$0.00
<b>Down Payment Required:</b>	\$0.00
<b>Taxes/Fees Due at Signing:</b>	\$0.00
<b>Other Upfront Charges:</b>	\$0.00
<b>1 Advance Payment:</b>	\$88,752.07
<b>Documentation Fee(s):</b>	\$495.00

<b>Total Due at Signing:</b>	<u><u>\$89,247.07</u></u>
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<b>Due to Dealer:</b>	\$0.00
<b>Due to FCEF:</b>	\$89,247.07

Dealer  
rate  
was  
6.9%

**Conditions/Stipulations**

- No personal guarantees are required
- A certificate of insurance showing liability limits, comp/coll deductibles, and loss payee is required prior to funding
- Copy of each signer/guarantor's driver's license is required prior to documentation
- Invoice or bill of sale with full VIN and final numbers is required prior to documentation
- Copy of the Title/MSO to verify the VIN is required prior to documentation
- Title/registration costs are not included in these figures, and must be paid directly by the customer

Signature Accepting Terms: \_\_\_\_\_ Date: \_\_\_\_\_

Date/Time Documents Needed: \_\_\_\_\_

Please provide a cell phone and email address, along with a clear and legible driver's license copy for each contract signer:

\_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

This Approval may be terminated by First Commonwealth Bank (FCB) if (i) in the event of a material adverse change in the financial condition of Customer prior to the date of closing; (ii) in the event of a material adverse condition discovery during FCB's further review of the documents requested or its review of any other documents or issues pertaining to this transaction which it deems relevant; or (iii) if any statement or representation made by Customer and/or Guarantor is false or materially misleading in any respect. This Approval is presented for the exclusive use and benefit of Customer / Originator and no other party at any time acquires any right, title, or interest in this Approval. In addition, Customer and Originator shall not disclose the terms and provisions of this Approval Letter to any third party without prior written consent of FCB. This Approval Letter shall expire on the date above.



### Finance Approval Terms

Legal Name of Borrower: City of Latrobe  
 Equipment Description: 2026 HEIL HalfPack Odyssey Front Loader  
 Dealer Name: Mid-Atlantic Waste Systems

Contract Type:	Municipal Lease	Amount Financed:	\$463,479.00
Credit Approval Expires:	8/5/2025	Rate Expires:	5/31/2025
Term (Years)	7	Advance Payments:	1
Annual Payment:	\$79,145.15	Interest Rate:	6.220%

### Money Due at Signing

Net Trade Allowance:	\$0.00
Down Payment Required:	\$0.00
Taxes/Fees Due at Signing:	\$0.00
Other Upfront Charges:	\$0.00
1 Advance Payment:	\$79,145.15
Documentation Fee(s):	\$495.00

Total Due at Signing:	<b>\$79,640.15</b>
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Due to Dealer:	\$0.00
Due to FCEF:	\$79,640.15

### Conditions/Stipulations

- No personal guarantees are required
- A certificate of insurance showing liability limits, comp/coll deductibles, and loss payee is required prior to funding
- Copy of each signer/guarantor's driver's license is required prior to documentation
- Invoice or bill of sale with full VIN and final numbers is required prior to documentation
- Copy of the Title/MSO to verify the VIN is required prior to documentation
- Title/registration costs are not included in these figures, and must be paid directly by the customer

Signature Accepting Terms: \_\_\_\_\_ Date: \_\_\_\_\_

Date/Time Documents Needed: \_\_\_\_\_

Please provide a cell phone and email address, along with a clear and legible driver's license copy for each contract signer:

\_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

This Approval may be terminated by First Commonwealth Bank (FCB) if (i) in the event of a material adverse change in the financial condition of Customer prior to the date of closing; (ii) in the event of a material adverse condition discovery during FCB's further review of the documents requested or its review of any other documents or issues pertaining to this transaction which it deems relevant; or (iii) if any statement or representation made by Customer and/or Guarantor is false or materially misleading in any respect. This Approval is presented for the exclusive use and benefit of Customer / Originator and no other party at any time acquires any right, title, or interest in this Approval. In addition, Customer and Originator shall not disclose the terms and provisions of this Approval Letter to any third party without prior written consent of FCB. This Approval Letter shall expire on the date above.



B-1

**Memorandum of Understanding**

This Memorandum of Understanding is reached between the City of Latrobe, AFSCME Union and employee, Beth Straka.

**WHEREAS**, the Parties to this MOU agree that the position held by Beth Straka of Community Service Officer is improperly included within this bargaining unit as there is no commonality of interest between this position and others within the bargaining unit.

**WHEREAS**, all Parties to this MOU agree that this position should be removed from the bargaining unit.

**WHEREAS**, in exchange for removal of this position from the bargaining unit, the City and Union agree that an additional clerk position will be added to the bargaining unit to be filled when feasible and necessary in the future.

**WHEREAS**, it is additionally agreed that the Parties will execute any necessary documents or take any additional action to decertify the Community Service Officer position and add an additional clerk position to the bargaining unit as indicated above.

**NOW THEREFORE**, it is agreed as part of this Memorandum of Understanding that the Parties hereto will execute any necessary petition to decertify the position of Community Service Officer from the bargaining unit.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the City of Latrobe

\_\_\_\_\_  
Beth Straka (Employee)

C.

## Latrobe Community Revitalization Program & City of Latrobe Partnership Agreement

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 2025 and effective on \_\_\_\_\_, 2025.

BY AND BETWEEN

The Latrobe Community Revitalization Program whose address is P.O. Box 920, 816 Ligonier Street, Suite 409, Latrobe, PA 15650 hereinafter referred to as the "Organization"

AND

City of Latrobe whose address is 901 Jefferson Street, Latrobe, PA 15650 hereinafter referred to as the "Municipality."

### **Partnership Mission**

The partnership between the ORGANIZATION and the MUNICIPALITY will result in the renovation of blighted commercial and residential structures and the construction of new commercial and residential structures on vacant lots within the City of Latrobe that will create new commercial space to lease by local businesses, build single family homes occupied by new residents, develop rental housing options for residents within a broad range of ages and income groups, stabilize real estate values, and generate new real estate tax revenue.

### **Partner Missions and Goals**

The ORGANIZATION is a community-driven, comprehensive effort to encourage and strengthen economic development, prevent downtown and neighborhood deterioration and promote a sense of community within the historic preservation of Latrobe's downtown business district while advocating a return to community self-reliance, local empowerment and rebuilding based on our unique assets for the benefit of the greater Latrobe area.

The MUNICIPALITY holds the critical role of ensuring the City is healthy and whole while focused on eliminating blight and its influences throughout the City. The work is carried out through partnerships with community organizations, county departments & agencies, and state & regional funders resulting in blight demolition, residential and commercial rehabilitation, acquisition, and repurposing of vacant and tax-delinquent properties, accessible and affordable housing, training and education partnerships, historic preservation, and brownfield redevelopment. Working hand in hand with local officials, and like-minded organizations, these efforts will deliver a more desirable community in which to live, work, raise a family, and prosper.

### **Partnership Shared Values**

The shared values of the ORGANIZATION and the MUNICIPALITY are to prevent, remediate, and eliminate blight within the downtown, commercial corridors, and residential neighborhoods of the City that creates a more desirable community in which to live, work, raise a family, and prosper.

### **Agreed Upon Goals and Outcomes**

As partners focusing efforts, resources, and talent towards the betterment of the city of Latrobe, the ORGANIZATION and the MUNICIPALITY will remain financially independent organizations with the understanding that each entity will work in good faith towards securing additional private and public funds that will be invested into the properties. Each entity agrees to contribute the required staffing, administrative effort, and public and political support necessary to accomplish the agreed upon goals and objectives.

The MUNICIPALITY shall forgive, exonerate, or release the said property from any real estate tax liens or any other liens, including municipal improvement liens, citation costs, or any other service charges on the property.

### **Profit Sharing, Division of Losses, and Existing Real Estate Tax Agreements**

As partners focusing efforts, resources, and talent towards the betterment of the city of Latrobe, the ORGANIZATION and the MUNICIPALITY will reinvest any project profit into the Latrobe Blight Fund. Revenue generated by the property from existing real estate tax sharing agreements between the Westmoreland County Land Bank and the three taxing bodies shall remain and shall take precedence. The revenue generated by the property from existing real estate tax abatement structures between the Latrobe Blight Fund and the three taxing bodies shall remain and hold a secondary position to preceding agreements. Should construction cost overruns occur or a property sells for less than the project budget, the ORGANIZATION and MUNICIPALITY will share equally the losses of the project.

### **Communication Plan**

As partners focusing efforts, resources, and talent towards the betterment of the city of Latrobe, the ORGANIZATION and the MUNICIPALITY will engage in open communication and on a frequency that is required. Communication will be in the form of emails, phone calls, and in person meetings with the intent to share program/project updates, confirm agreement and build consensus about an issue or topic, and other information to expand organizational understanding.

### **Information, Program Documents & Credit**

As partners focusing efforts, resources, and talent towards the betterment of the city of Latrobe, the ORGANIZATION and the MUNICIPALITY will share confidential information between the entities while keeping in confidence that information until the public and other organizations need to know. Whether program documents are created both separately or as a joint effort between staff members, these documents will be owned by both the ORGANIZATION and the MUNICIPALITY and will be shared upon request by a partner. Credit for goal attainment is shared equally between the ORGANIZATION and the MUNICIPALITY because neither entity can achieve success alone.

### **Authority**

By signing below, the ORGANIZATION and the MUNICIPALITY agree to fulfill the above commitments to the best of their abilities. This is not a binding legal contract. It can be changed at any time with the agreement of all partners. If commitments are not met or partners can no longer fulfill their commitments, each partner has the right to suspend the collaboration until a new partnership agreement can be established.



- Marketing structures and parcels to local and regional real estate investors that can return the property to a productive asset.
- Developing & implementing new programs returning a blighted property to a productive asset.
- Communicating with Land Bank staff ensuring commercial and residential structures become productive assets.

The role of the MUNICIPALITY is to serve as the local agency bringing to the City of Latrobe the powers and authorities awarded the municipality by the Commonwealth of Pennsylvania. The MUNICIPALITY will be responsible for;

- Maintaining the Intergovernmental Cooperation Agreement and Memorandum of Understanding with Westmoreland County Land Bank enabling the acquisition and the holding of abandoned, blighted, condemned, or tax delinquent properties.
- Honoring the terms and conditions stated within the agreement with the Westmoreland County Land Bank including the obligation to maintain the property, including site clean-up, vegetation control, cutting grass, and any other agreed-upon maintenance during the time the same is owned by the Land Bank.
- Securing public funds to finance acquisition, rehabilitation, and construction of commercial and residential structures and target properties.

### **Clear Delineation of Responsibility for Fundamental Decisions**

While there is plenty of flexibility in structuring the partners' roles and responsibilities as noted above, the ORGANIZATION and the MUNICIPALITY acknowledge they should be in accordance with each partner's strengths and ultimately align with operational and organizational policies and procedures of each entity when fundamental decisions are required.

The ORGANIZATION retains the right to make the final decision when determining the scope and scale of the program/project at the specific site within the city of Latrobe ensuring community goals are achieved.

The ORGANIZATION retains the right to make the final decision when acquiring, removing, and rehabilitating a property to ensure community goals are achieved and compliance with funding guidelines and statutes set by the Commonwealth of Pennsylvania.

The MUNICIPALITY retains the right to make the final decision when a tax generating property is proposed to be transitioned to a non-taxable use, such as transfer to the Municipality, School District, or for a charitable purpose.

### **Limitation of the Partnership**

As partners focusing efforts, resources, and talent towards the betterment of the city of Latrobe, the partnership agreement between the ORGANIZATION and the MUNICIPALITY is limited to parcels located within the municipal boundaries of the city of Latrobe.

### **Partner Funding and Support**

The agreed upon and shared goals and outcomes of the ORGANIZATION and the MUNICIPALITY partnership are to:

Goal 1: Renovate blighted commercial and residential structures

Outcome:

- Remove blight
- Generate new real estate tax revenues for the three taxing bodies
- Stabilize property values
- Return the property to a productive asset

Goal 2: Construct new commercial and residential structures on vacant lots

Outcome:

- Retain local businesses and existing jobs
- Attract new businesses and add new jobs
- Retain individuals and families as City residents
- Attract new individuals and families as City residents
- Generate new real estate tax revenues for the three taxing bodies

Goal 3: Acquire abandoned, blighted, condemned, or tax delinquent properties

Outcome:

- Remove blight
- Return responsible control of an abandoned or forgotten property to a local entity
- Implement an action plan to return the property to a productive community asset

Goal 4: Remove deteriorated structures creating vacant lots suitable for development

Outcome:

- Remove blight
- Prepare a parcel for new infill commercial or residential development
- Stabilize property values

### **Partner Roles & Responsibilities**

As partners focusing efforts, resources, and talent towards the betterment of the city of Latrobe, the ORGANIZATION and the MUNICIPALITY will serve the stated role and be responsible for delivering the following items.

The role of the ORGANIZATION is to serve as the local contact and economic development organization bringing to the City of Latrobe the powers and authorities awarded the organization by the Commonwealth of Pennsylvania. The ORGANIZATION will be responsible for;

- Identifying properties for acquisition, rehabilitation, and new infill development.
- Securing private and public funds to finance acquisition, rehabilitation, and construction of commercial and residential structures and target properties.

The ORGANIZATION

Signature of Executive Director

Print

Date

The MUNICIPALITY

Signature of Mayor

Print

Date