

LATROBE CITY COUNCIL AGENDA

December 11, 2023 | 6:30 PM

Municipal Building, Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Roll Call
5. Approval of Minutes from the November 13, 2023, Regular meeting.
6. Approval of Fiscal Department Reports and Payroll for the month of November
7. Citizen's Request related to Agenda Items.
8. Committee Reports
 - a. Public Safety & Fire Committee – (Kelley, Forish)
 - b. Finance Committee – (Bartels, Jenko, Kelley)
 - c. Public Works Committee – (Forish, DiVittis)
 - d. Personnel Committee – (Bartels, Jenko)
 - e. Renovation Committee- (Jenko, Forish, Yuhaniak)
 - f. Events Committee – (Amatucci, Yuhaniak)
 - g. GLSD Student Showcase Committee – (Bartels, DiVittis) **Presentation to Kate Wolford, Senior at GLSD.**
9. Board/Authority **Blight Committee Report for 2023. (Jarod Trunzo)**
10. Department Reports
 - a. Public Works – (Wajdic)
 - b. Police – (Bosco)
 - c. Fire – (Brasile)
 - d. Code Enforcement / P C Report – (Weimer)
- A. **PUBLIC WORKS DEPARTMENT:**
 - 1 **Motion to Approve Hoffman Kennels Contract for 2024-2025.**
 - 2 **Motion to apply for Recycling / Sanitation Study Grant.**
- B. **ADMINISTRATION AND FINANCE DEPARTMENT:**
- C. **Motion to amend Police Chief's contract. Motion to approve Meholic & Wajdic contracts.**
 1. **Resolution to approve Non-Bargaining Unit Personnel Wages for 2024.**
 2. **Resolution to approve the 2024 City Budgets.**
 3. **Motion to approve Westmoreland County Transit Fiscal Agreement.**
 4. **Resolution for Invoice-Cloud 5- year billing agreement for credit cards.**
 5. **Motion to approve General Liability Insurance Quote for 2024 from PennPrime.**
 6. **Motion to approve Civil Consent Penalty Agreement with DEP.**
- D. **PLANNING AND DEVELOPMENT**
 1. **Motion to direct Solicitor to draft revisions to Code of Latrobe section 3-31 amending Civil Service Commission.**
 2. **Motion to approve Intergovernmental Agreement for UCC appeals board with Westmoreland County member municipalities.**
 3. **Resolution for AMLER Grant application with St. Vincent College.**
- D. New / Unfinished Business:
- E. Solicitors Report:
- F. Citizens Requests (open forum)
- G. City Manager's Verbal: Agenda Meeting?
- H. Mayor's Report
- I. Adjournment

Eric Bartels, Mayor

Terry Carcella, City Manager

City of Latrobe

Department of Public Work

November 2023 Monthly Report

Street Maintenance:

- Assisted the Sanitation Department with roll-off operations (we are tracking this).
- Patched and repaired potholes throughout the city.
- Checked alleys and patched potholes with stone and cold patch, millings.
- Catch basins (14) grate cleaned.
- Inspection of the sulfur run grate several times.
- Drop off barricades, cones, and barrels for several events for the month.
- **Traffic Signs/Signals and Parking:**
- Installed/repared (3) Traffic Street Signs.
- Replace stop signs 2 with post 1 just signs.
- Parking light bulb changed in west fed lot.

Sanitation:

- Total Tonnage across the scale for the month :509.85 tons.
- Total tonnage to the land fill 530.77 tons
- Total number of roll-off boxes 12- 30 yard rented for the month.
- Transported 62 roll-off boxes to the landfill:
- 11 transported direct to land fill
- **Took in 189 tires this month.**
- Cut up 111) tires for disposal.
- Repair of 1- 40-yard compactor
- Took in 25 Appliances
- **Vehicle and Property Maintenance:**
- Conducted routine maintenance and inspections of City Vehicles.
- 3 Fire trucks were serviced and inspected and 2 highway trucks.
- Maintain and service 3 police cars.

STORM:

Sulfur Run project completed.

Raymond Ave catch basin project started 50% done

The old parking van has been refitted for the storm camera unit so we can utilize it.

Services:

Director's Note.

Storm: Street sweeping when weather permits, some catch basins had to have grates repaired. Leaf collection has been going on all thought city.

Christmas decorating was finished prior to light up night.

Lots of vacations as everybody uses their remaining days for the year this tends to alter any scheduled work we have planned. The leaf program continues on a call-in basis as long as the weather permits.

Nov 2023

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	509.85
Regular		Ton	509.85
A) Car tire (off rim)	Small Items	ea	83
Regular		ea	83
B) Car tire (on rim)	Small Items	ea	34
Regular		ea	34
C) Lt/Truck tire 16" (off rim)	Small Items	ea	59
Regular		ea	59
EE) Farm Tractor Tire	Small Items	ea	1
Regular		ea	1
F) Refrigerant Item	Small Items	ea	25
Regular		ea	25
Total		multiple	

Jan 2023–Dec 2023

19,185

SALES

\$56.14

AVG. GROSS SALE

\$1,077,029.39

GROSS SALES

\$1,011,817.71

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	8,635	\$76,343.52
.01		ea	82	\$1,529.72
.02		ea	203	\$3,543.35
.03		ea	316	\$5,129.93
.04		ea	504	\$7,591.56
.05		ea	635	\$8,844.24
.06		ea	720	\$9,102.80
.07		ea	718	\$8,211.20
.08		ea	635	\$6,526.44
.09		ea	730	\$6,617.18
.10		ea	697	\$5,521.70
.11		ea	659	\$4,440.64
.12		ea	675	\$3,723.36
.13		ea	520	\$2,288.00
.14		ea	552	\$1,766.40
Total		multiple		\$948,181.41

Item	Category	Unit	Units Sold	Gross Sales
.15		ea	518	\$1,036.00
.16		ea	471	\$471.00
Bulk refuse	Refuse	Ton	6,043.45	\$724,605.95
Regular		Ton	6,043.45	\$724,605.95
H) 10 yard roll-off	Roll-Off Boxes	ea	13	\$4,810.00
Regular		ea	13	\$4,810.00
HH) 10 yard roll-off (NO CARD)	Roll-Off Boxes	ea	39	\$14,430.00
Regular		ea	39	\$14,430.00
HH1) 15 yard roll-off	Roll-Off Boxes	ea	1	\$400.00
Regular		ea	1	\$400.00
HH2) 15 yard roll-off (NO CARD)	Roll-Off Boxes	ea	4	\$1,600.00
Regular		ea	4	\$1,600.00
I) 30 yard roll-off	Roll-Off Boxes	ea	42	\$18,515.50
Regular		ea	42	\$18,515.50
II) 30 yard roll-off (NO CARD)	Roll-Off Boxes	ea	135	\$60,719.50
Regular		ea	135	\$60,719.50
L) Day Charge	Roll-Off Boxes	ea	63	\$630.00
Regular		ea	63	\$630.00
LL) Day Charge (NO CARD)	Roll-Off Boxes	ea	1,421	\$14,210.00
Regular		ea	1,421	\$14,210.00
A) Car tire (off rim)	Small Items	ea	1,145	\$4,563.00
Regular		ea	1,145	\$4,563.00
B) Car tire (on rim)	Small Items	ea	249	\$1,241.00
Regular		ea	249	\$1,241.00
C) Lt/Truck tire 16" (off rim)	Small Items	ea	555	\$2,775.00
Total		multiple		\$948,181.41

Item	Category	Unit	Units Sold	Gross Sales
Regular		ea	555	\$2,775.00
D) Lt/Truck tire 16" (on rim)	Small Items	ea	52	\$312.00
Regular		ea	52	\$312.00
E) Commercial Truck Tires	Small Items	ea	25	\$300.00
Regular		ea	25	\$300.00
EE) Farm Tractor Tire	Small Items	ea	3	\$75.00
Regular		ea	3	\$75.00
F) Refrigerant Item	Small Items	ea	284	\$9,940.00
Regular		ea	284	\$9,940.00
G) Garbage Stickers/sheet	Small Items	ea	122	\$585.60
Regular		ea	122	\$585.60
W) E-Waste	Small Items	ea	4	\$100.00
Regular		ea	4	\$100.00
Scrape Metal	Sold Recyclables	ea	2	\$5,627.60
Regular		ea	2	\$5,627.60
UPNC) Upcharge (NO CARD)	Upcharge	ea	28	\$4,805.60
Regular		ea	28	\$4,805.60
Upcharge	Upcharge	ea	21	\$1,592.14
Regular		ea	21	\$1,592.14
Total		multiple		\$948,181.41

b



CITY OF LATROBE POLICE DEPARTMENT

"...we seek justice, to preserve the peace and improve the quality of life for all."

**City of Latrobe
Municipal Building
901 Jefferson Street
Latrobe, PA 15650
724-537-5526**

From the desk of Chief Richard M. Bosco

rbosco@cityoflatrobe.org

To: Terry Carcella, City Manager

Subject: Police Departments November Activity Monthly Report

November activities. We are still adjusting to several new software and hardware applications which at times are very time-consuming.

We participated in multiple civic activities, of course the turkey Trot and Light up night the most prevalent, all went off without incident.

The department investigations and patrol were active with 15 criminal arrests for the month. We are still handling heroin overdose investigations at a very active rate.

All needed vehicle repairs were addressed and as of this date all vehicles are fully maintained and in proper working order.

The following are the Monthly Statistics.

Total Calls for service	261
Arrest Warrants served	2
Overdose investigations	3
Narcan Administered	2
Lives saved	2
Fatal	1

Criminal Arrest – 15 100 percent increase over last month

Aggravated Assault -1

Simple Assault – 2

FA Violation – 2

Simple assault of a child – 1

Open Investigation initiated this month -4

Juvenile Child Lines - 6

Firearms -1

PWID - 1

Search warrants filed in connection to open cases – 2



CITY OF LATROBE POLICE DEPARTMENT

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improve the quality of life for all."*

**City of Latrobe
Municipal Building
901 Jefferson Street
Latrobe, PA 15650
724-537-5526**

From the desk of Chief Richard M. Bosco

rbosco@cityoflatrobe.org

Death Investigations -1

Natural -1
Overdose – 2
Death by Delivery - 2
Suicide - 1
Homicide – 0

WCDTF Cases

Open - **5**
Opened this month – 3
Arrest – 1
Pending arrest – 3
Search Warrants - 0

Monthly Statistics and Criminal Investigations

November 2023

- **319 Calls for Service 11/1 to 11/30**
- **Arrest Warrants Served – 2**
- **Overdose investigations – 3**
 - Narcan administered to patient -2
 - Fatal-1 (Currently two overdose fatalities actively being investigated by CID)
- **Criminal Arrest – 15**
 - Aggravated Assault / involving firearms -2
 - Simple Assault – 3
 - Juvenile non-traffic – 3
 - False statements during purchase of firearm – 5
 - Retail Theft (F) -1
 - Delivery of a Controlled Substance – 1
- **Open Investigations initiated this month -4**
 - Aggravated assault of a child – 1
 - Drug Delivery Resulting In Death -1
 - PWID – (arrest pending labs)
 - Child Trafficking cases - 1
- **Death Investigations -1**
 - Natural -3
 - Overdose - 1
 - Homicide – 0
- **WCDTF Cases**
 - Opened this month – 0
 - Arrest – 1
 - Pending arrest – 1
- **Search Warrants Filed**
 - Vehicle -1
 - Residence -0
- **Traffic Citations Filed -7**

December 01, 2023

Calls for Service - by UCR Code

Incidents Reported Between 11/01/2023 and 11/30/2023

All Municipalities



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0410	AGGRAVATED ASSAULT	1			
0629	THEFT-\$50 TO \$200-ALL OTHER	1			
1521	WEAPONS - SALE - FIREARMS	1			
2410	HARASSMENT BY COMMUNICATION	1			
2440	DISORDERLY CONDUCT-DISTURBING THE PEACE	1			
2600	ALL OTHER CRIMES CODE VIOLATIONS	1			
3400	MENTAL HEALTH	4			
3500	SUSPICIOUS PERSONS,AUTOS,CIRCUMSTANCES	1			
3501	SUSPICIOUS PERSONS,AUTOS,CIRCUMSTANCES	6			
3620	DISTURBANCES-OTHER (FIGHTS,DISPUTES,ETC)	3			
3800	SERVICE CALL-MISCELLANEOUS	3			
3802	SERVICE CALL-911 HANG UP	3			
3805	SERVICE CALL-ANIMAL	1			
3810	SERVICE CALL-ALARMS-UNFOUNDED-EXCPT FIRE	1			
3871	OVERDOSE	1			
4090	NON-CRIMINAL - REPORTS	3			
4510	DEATHS - UNATTENDED	1			
5004	LOST & FOUND - FOUND ARTICLES	1			
5510	ANIMAL COMPLAINTS - OTHER	1			
6008	ACCIDENT INVOLVING NONINJURY	2			
6310	TRAFFIC ENFORCEMENT - VASCAR	1			
6312	TRAFFIC ENFORCEMENT - WARNINGS	12			
6390	TRAFFIC ENFORCEMENT - REPORTS	1			
7504	ASSIST OTHER AGENCIES - OTHER POLICE	1			
8010	WARRANTS - LOCAL - CRIMINAL	1			
CITN	NON-TRAFFIC CITATION	1			

Total Calls 54

+ 265 code
319



Monthly Incident List By Date-copy

INCIDENT NUMBER	PSAP CALL DATE/TIME	ADDRESS	DISPATCHED INCIDENT TYPE	INCIDENT TYPE
23-0000601	2023-11-30 21:03:00	909 INDUSTRIAL BLVD	29B01-VEH ACC W/ INJURIES	611 - Dispatched & canceled en route
23-0000600	2023-11-30 12:05:48	ROUTE 30	29D02-VEH ACCIDENT HIGH MECHANISM	611 - Dispatched & canceled en route
23-0000599	2023-11-30 11:02:27	207 LLOYD AVE	31D01-UNCONSCIOUS, INEFFECTIVE BREATHING	311 - Medical assist, assist EMS crew
23-0000598	2023-11-27 16:14:56	Route 981	29B01-VEH ACC W/ INJURIES	611 - Dispatched & canceled en route
23-0000597	2023-11-25 10:21:58	727 DEPOT ST	08O01-CARBON MONOXIDE ALARM, NO PATIENTS	736 - CO detector activation due to malfunction
23-0000596	2023-11-25 07:10:00	4080 ROUTE 982	AFA-COMM-COMM-AUTOMATIC FIRE ALARM COMMERCIAL BLDG	611 - Dispatched & canceled en route
23-0000595	2023-11-24 11:38:14	120 WASHINGTON ST	12D02-CONTINUOUS CONVULSIONS/SEIZURES	311 - Medical assist, assist EMS crew
23-0000594	2023-11-24 09:42:36	LL(-79:23:23.2513	29B01-VEH ACC W/ INJURIES	322 - Motor vehicle accident with injuries
23-0000593	2023-11-23 09:00:00	1 Main St	PS-PUBLIC SERVICE	553 - Public service
23-0000592	2023-11-22 22:50:00	3887 ROUTE 30	AFA-COMM-COMM-AUTOMATIC FIRE ALARM COMMERCIAL BLDG	711 - Municipal alarm system, malicious false alarm
23-0000591	2023-11-21 15:50:00	108 DEPOT ST	29D02-VEH ACCIDENT HIGH MECHANISM	611 - Dispatched & canceled en route
23-0000590	2023-11-20 22:58:00	417 LLOYD AVE	08O01-CARBON MONOXIDE ALARM, NO PATIENTS	746 - Carbon monoxide detector activation, no CO
23-0000589	2023-11-20 12:34:17	1 MELLON WAY	AFAC-COMM-COMM-AUTOMATIC FIRE ALARM CANCEL	745 - Alarm system activation, no fire - unintentional
23-0000588	2023-11-20 12:10:46	1118 VILLAGE WAY	AFA-COMM-COMM-AUTOMATIC FIRE ALARM COMMERCIAL BLDG	611 - Dispatched & canceled en route
23-0000587	2023-11-20 08:44:28	114 AVENUE D	09E01-WORKABLE ARR EST, INEFFECTIVE BREATHING	311 - Medical assist, assist EMS crew
23-0000586	2023-11-19 07:00:46	5840 ROUTE 981	AFA-COMM-COMM-AUTOMATIC FIRE ALARM COMMERCIAL BLDG	700 - False alarm or false call, other
23-0000585	2023-11-18 16:15:49	525 WELDON ST	12D02-CONTINUOUS CONVULSIONS/SEIZURES	311 - Medical assist, assist EMS crew

Monthly Incident List By Date-copy

Latrobe Volunteer Fire Department

Address: PA



INCIDENT NUMBER	PSAP CALL DATE/TIME	ADDRESS	DISPATCHED INCIDENT TYPE	INCIDENT TYPE
23-0000584	2023-11-16 15:55:56	106 TURNBERRY CIR	AFA-COMM-COMM-AUTOMATIC FIRE ALARM COMMERCIAL BLDG	744 - Detector activation, no fire - unintentional
23-0000583	2023-11-16 14:10:53	1310 HIGH ST	Standby-Standby/Cover Call	571 - Cover assignment, standby, moveup
23-0000582	2023-11-16 14:01:20	5006 CENTER DR	BRUSH-NOT ENDG-BRUSH FIRE	143 - Grass fire
23-0000581	2023-11-16 12:45:24	115 KOFFMAN LN	BRUSH-NOT ENDG-BRUSH FIRE	143 - Grass fire
23-0000580	2023-11-15 19:01:20	245 GUT SHOT TRL	Air Truck Call-Air Truck Call	111 - Building fire
23-0000579	2023-11-15 12:42:29	59 BAYHILL DR	AFA-COMM-COMM-AUTOMATIC FIRE ALARM COMMERCIAL BLDG	740 - Unintentional transmission of alarm, other
23-0000578	2023-11-14 15:15:59	1209 FAIRMONT ST	BRUSH-NOT ENDG-BRUSH FIRE	142 - Brush or brush-and-grass mixture fire
23-0000577	2023-11-13 19:00:00	1108 MOUNTAIN LAUREL PLZ	AFA-COMM-COMM-AUTOMATIC FIRE ALARM COMMERCIAL BLDG	600 - Good intent call, other
23-0000576	2023-11-13 17:59:00	441 SMITH ST	AFAC-RES-RES-AUTOMATIC FIRE ALARM CANCEL	600 - Good intent call, other
23-0000575	2023-11-13 17:52:00	WOOD ST	29B01-VEH ACC W/ INJURIES	611 - Dispatched & canceled en route
23-0000574	2023-11-12 23:11:42	1108 MOUNTAIN LAUREL PLZ	AFAC-COMM-COMM-AUTOMATIC FIRE ALARM CANCEL	745 - Alarm system activation, no fire - unintentional
23-0000573	2023-11-12 22:00:00	2000 Sloan Ave	PS-PUBLIC SERVICE	550 - Public service assistance, other
23-0000572	2023-11-11 09:30:00	Ridge Ave	Parade-Parade	553 - Public service
23-0000571	2023-11-11 09:18:02	77 LIGHTCAP RD	AFA-RES-RES-AUTOMATIC FIRE ALARM RESIDENTIAL BLDG	700 - False alarm or false call, other
23-0000570	2023-11-11 04:29:43	1914 LIGONIER ST	09E01-WORKABLEARR EST,INEFFECTIVEBREAT HING	311 - Medical assist, assist EMS crew
23-0000569	2023-11-10 14:03:11	347 CEMETERY RD	Air Truck Call-Air Truck Call	500 - Service Call, other
23-0000568	2023-11-08 08:30:26	416 MAIN ST	VF-CAR-CAR-CAR FIRE	650 - Steam, other gas mistaken for smoke, other
23-0000567	2023-11-06 19:08:26	171 ELEANOR DR	09E01-WORKABLEARR EST,INEFFECTIVEBREAT HING	311 - Medical assist, assist EMS crew
23-0000566	2023-11-04 21:17:48	1386 ROUTE 981	29B01-VEH ACC W/ INJURIES	322 - Motor vehicle accident with injuries

Monthly Incident List By Date-copy

Latrobe Volunteer Fire Department

Address: PA



INCIDENT NUMBER	PSAP CALL DATE/TIME	ADDRESS	DISPATCHED INCIDENT TYPE	INCIDENT TYPE
23-0000565	2023-11-04 09:16:58	7 W 4TH AVE	HAZ2-HAZ2-GAS LEAK INSIDE STRUCTURE	412 - Gas leak (natural gas or LPG)
23-0000564	2023-11-03 18:26:41	666 VALLEY ST	VFE-VEHICLE FIRE ENDANGERING	571 - Cover assignment, standby, moveup
23-0000563	2023-11-02 16:30:05	25 PENN AVE	AFA-RES-RES- AUTOMATIC FIRE ALARM RESIDENTIAL BLDG	611 - Dispatched & canceled en route
23-0000562	2023-11-02 16:24:41	MISSION RD	29B01-VEH ACC W/ INJURIES	611 - Dispatched & canceled en route
23-0000561	2023-11-01 07:16:49	5840 ROUTE 981	AFA-COMM-COMM- AUTOMATIC FIRE ALARM COMMERCIAL BLDG	745 - Alarm system activation, no fire - unintentional
23-0000560	2023-11-01 05:40:34	100 33RD ST	12D02-CONTINUOUSCO NVULSIONS/SEIZURES	311 - Medical assist, assist EMS crew
23-0000559	2023-11-01 02:45:18	1013 JEFFERSON ST	AFA-RES-RES- AUTOMATIC FIRE ALARM RESIDENTIAL BLDG	700 - False alarm or false call, other



Monthly Type of Alarm Summary-select dates

DISPATCHED INCIDENT TYPE	COUNT(DISPATCHED INCIDENT TYPE)
Standby-Standby/Cover Call	1
09E01-WORKABLEARREST,INEFFECTIVEBREATHING	3
Parade-Parade	1
Air Truck Call-Air Truck Call	2
VFE-VEHICLE FIRE ENDANGERING	1
29D02-VEH ACCIDENT HIGH MECHANISM	2
29B01-VEH ACC W/ INJURIES	6
31D01-UNCONSCIOUS,INEFFECTIVEBREATHING	1
AFA-RES-RESD-AUTOMATIC FIRE ALARM RESIDENTIAL BLDG	3
AFAC-RES-RESD-AUTOMATIC FIRE ALARM CANCEL	1
PS-PUBLIC SERVICE	2
BRUSH-NOT ENDG-BRUSH FIRE	3
HAZ2-HAZ2-GAS LEAK INSIDE STRUCTURE	1
12D02-CONTINUOUSCONVULSIONS/SEIZURES	3
AFA-COMM-COMM-AUTOMATIC FIRE ALARM COMMERCIAL BLDG	8
AFAC-COMM-COMM-AUTOMATIC FIRE ALARM CANCEL	2
08O01-CARBON MONOXIDE ALARM, NO PATIENTS	2
VF-CAR-CAR-CAR FIRE	1



Monthly Incident Count by Station-select dates

FIRE STATION NAME	COUNT(FIRE STATION NAME)
All 113 Stations	5
6	3
5	7
2-3-and 5	1
2 and 6	8
2 and 3	1
2 and 1	5
2	11



Monthly District Report-select dates

ANSWER	COUNT(ANSWER)
Youngstown Borough	1
Unity	15
Derry Township	9
City of Latrobe	18

Lafayette
Lodge Golf Club

Lafayette
Coburn Rd

1026

Excelsior Health
Latrobe Hospital

Latrobe

Jaffes Stone
Bar & Kitchen

Doggie Diva's Bed
Bark & Beyond

Brannville

Chef Dato's Table

Barkley's De

Keystone Foam
Corporation

McChesneytown

McChesneytown-Loyalhanna

Action For Animals
Humane Society

Cuddly Canine Grooming

Latrobe Skating Center

SHOP n SAVE

Legion-Keener
Park

Latrobe Memorial
Stadium

Carmine's Pizzeria

Lawson
Heights

The Coffee Bean Cafe

Sharky's Cafe

Walmart Supercenter

Lowe's Home
Improvement

Youngstown

Greater Latrobe
Senior High School

Latrobe Country Club

Saint Vincent College

Lincoln Hwy

Lincoln Highway
Experience

Loyalhanna
Creek Causeway

d_c

Code Enforcement Monthly Report November 2023

Calls	130
Complaints	9
QC Tickets Issued	1
Unfounded	6
Cleared/Corrected (includes corrections due from previous month)	1
Pending Corrections (from previous month)	10
Pending this month	1
Total number pending corrections	11
Referred to Police Dept.	2
Referred to Fire Dept.	0
Code Violation Correction/Revenue	\$0.00
Corrected by Code Office	1

Permits Issued November 2023

New Buildings	0
Repairs and/or Remodeling	1
Sidewalks - Curb	2
Signs	0
Demolition	0
Zoning Letters	4
Street Openings (Water Co.)	0
Street Openings (Gas Co.)	0
Rat Poison	1
Zoning Occupancy	1
Firepits	0
Zoning Hearing Fee	1
Subdivision Ordinance	0
Street Opening	0
UCC Permits	1
Subdivision Copy/Review	0
Driveway/Curb Cuts	1
Zoning Permits	5
Total	17

Prepared by: Daniel Weimer
Code Enforcement/Zoning Officer

RESOLUTION NO. 2023-_____

**APPROVING 2024 SALARY, WAGES AND FRINGE BENEFITS OF
NON-COLLECTIVE BARGAINING UNIT PERSONNEL**

WHEREAS, the City of Latrobe ("City") employs Non-Collective Bargaining Unit Personnel; and

WHEREAS, the City desires to approve for calendar year 2024 the salary, wages and fringe benefits to be paid to Non-Collective Bargaining Unit Personnel employed by the City; and

WHEREAS, this Resolution shall set forth and define the salaries, wages and benefits to be paid to Non-Collective Bargaining Unit Personnel employed by the City for the calendar year 2024.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Latrobe, in regular public meeting assembled and by authority of the same, the following salaries, wages and fringe benefits are approved for Non-Collective Bargaining Unit Personnel employed by the City for calendar year 2024:

1. City Manager – Terry Carcella
 - Salary for fiscal year 2024 - \$81,510.50
 - Fringe benefits – per contract
 - Life Insurance - \$50,000
2. Director of Police Department and Chief of Police
 - Salary for fiscal year 2024 - \$100,320
 - Fringe benefits – per contract
 - Life Insurance - \$50,000
3. Director of Public Works Department – Scott Wajdic
 - Salary for fiscal year 2024 - \$75,462.46
 - Life Insurance - \$50,000
4. Code Officer and Zoning Officer – Dan Weimer
 - Salary for fiscal year 2024 - \$60,000
 - Life Insurance - \$25,000

5. Director of Fire Department and Fire Chief – John Brasile
 - Salary for fiscal year 2024 - \$7,000
 - FLSA Exempt
 - Life Insurance - \$7,500
 - No other fringe benefits
6. Director of Finance and Administration and City Secretary – Karen Meholic
 - Salary for fiscal year 2024 - \$70,568.44
 - Life Insurance - \$50,000
7. Salaried Fire Truck Duty Driver 1 (Michael Miller)
 - Hourly rate of pay for fiscal year 2024 - \$19.34 per hour
 - Fringe benefits – Healthcare Insurance, eye and dental coverage as provided by the City of Latrobe, subject to employee contribution of \$ 40 dollars per pay period
 - 8 Personal days, 10 Sick days, 27 Vacation days to be used during calendar year 2024. Unused vacation, sick or personal days earned during 2024 shall not be paid or carried over into 2025.
 - Miller has accumulated 95 unused sick days prior to December 31, 2023, which will be paid at the rate of \$25 per day at retirement, unless used prior to retirement. A doctor's excuse shall be provided if the employee uses 3 consecutive sick days, or more. No additional unused sick days may be accumulated.
 - Life Insurance - \$25,000
 - Shifts – 5, 12 hour shifts per week
8. Salaried Fire Truck Duty Driver 2 (Doug Tuck)
 - Hourly rate of pay for fiscal year 2024 - \$17.09 per hour
 - Fringe benefits – Healthcare Insurance, eye and dental coverage as provided by the City of Latrobe, subject to employee contribution of \$ 40 dollars per pay period
 - 8 Personal days, 10 Sick days, 10 Vacation days to be used during calendar year 2024. Unused vacation, sick or personal days shall not be paid or carried over into 2025.
 - Tuck has accumulated 29 unused sick days prior to December 31, 2023, which will be paid at the rate of \$25 per day at retirement, unless used. A doctor's excuse shall be provided if the employee uses 3 consecutive sick days, or more. No additional unused sick days may be accumulated.
 - Life Insurance - \$25,000
 - Shifts – 5, 12 hour shifts per week

9. Fire Relief Driver

- Hourly rate of pay is \$15 per hour
- No other fringe benefits

10. Part-Time Zoning and Code Department Officer – Special Assistant to City Manager and Finance Officer – Tracy Legato

- \$23 per hour, 40 hours (Paid time off “PTO”) for calendar year 2024 to be used for vacation, personal days or sick day. Unused PTO days are lost and shall not be paid or carried over into 2025.

RESOLVED, ORDAINED AND APPROVED by Latrobe City Council this 11th day of December 2023.

ATTEST:

COUNCIL OF THE CITY OF
LATROBE

By:

Karen Meholic
Secretary

Eric Bartels
Mayor



901 Jefferson Street
Latrobe, PA 15650

2024 ADOPTED BUDGET REPORT

Presented:
December 11, 2023
By: Terry Carcella
City Manager, City of Latrobe, PA

City of Latrobe
A Home Rule Charter Municipality

2024 BUDGET

Dear Honorable Mayor and Council:

In accordance with Article X, Section 1002 of the City of Latrobe Home Rule Charter, the proposed budget for the year 2024 is hereby presented for review, discussion and action. Council is required by the City of Latrobe Home Rule Charter to adopt the budget no later than December 11, 2023, after proper posting and advertisement.

As required by the City of Latrobe Home Rule Charter, the City Manager shall submit a proposed budget for the ensuing fiscal year with an accompanying report attached.

The Budget Report will show the fiscal budget in account detail by department for all proposed Revenue and Expenditure items as they relate to the various funds utilized by the City.

VISION:

The City of Latrobe has a small-town atmosphere and is home to a vibrant and walkable central business district with shops, stores, restaurants, and offices; a wide range of housing options for people of all ages; a high quality housing stock; an abundance of parks, trails, recreational facilities, and cultural amenities; historic buildings and resources; and a sound municipal government that strives to maintain its fiscal responsibility and accountability while working closely with community stakeholders to manage growth and revitalization. Our attractive community has a sense of pride, a hard work ethic, a sense of place, and is a great place to raise a family.

Building on its history is the goal of effective and efficient governmental operations to provide services at the lowest possible cost for our residents.

BUDGET REPORT:

This report is the proposed plan and policy statement for financial operation and fiscal management for the City of Latrobe for the year 2024. The accompanying projection of Revenues and Expenditures with fund balances is provided to show how current economic trends, coupled with City of Latrobe's financial policies, could and may influence future cash balances and tax levies. When creating financial projections, known quantities such as actual revenues, expenditures, and balances interact with a set of key assumptions to determine a possible outcome at the end of the budget process.

Please take into consideration that a number of issues were resolved in the 2023 budget year. We attempted to project to be the best of our ability based on current economic conditions and prior years' history with the budget process of City of Latrobe. It is important to point out that forecasting is a useful tool in financial planning development.

BUDGET PREPARATION OBJECTIVES:

Each year the municipal staff is asked to provide its best assessment of what funding allocations are necessary to adequately maintain services within the City of Latrobe. In general, the annual budget is created from a prior expenditure history as calculations are made to reflect the operating and capital project needs for the coming year by each department head. For 2024, Staff has made a significant effort to present a plan that will enable the traditional services to be maintained.

The 2024 spending plan addresses the following:

1. The financial requirement to provide public safety to the City residents and businesses including police protection, emergency management, and fire protection services.
2. The financial requirements for the construction, maintenance, repair and improvements of roads and infrastructure.
3. The financial obligations of the City to provide code/zoning protection, legal services, and general government services.
4. The goal of maintaining 8 public works team members, promoting our part-time utility person in the clerical and maintenance division and adding a position to the police unit are part of this proposed budget.

The Municipality prepares the following budgets subject to appropriation:

GENERAL FUND – The General Fund is the General Operating Fund for the City. It is used to account for all financial resources except those required to be accounted for in another fund.

CAPITAL FUND – The Capital Improvement Fund is used to account for the financial resources to fund the acquisition, construction or improvement of major capital assets. The source of this fund is from the General Operation Fund and remaining funds from American Rescue Plan grant dollars.

LIQUID FUELS FUND – The State Liquid Fuels Fund is used to account for the receipt and expenditure of the City's share of the proceeds for the state liquid fuels tax. The fund is restricted for those expenditures that are mostly related to roads and their ancillary expenses. The Liquid Fuels Fund pays for the street lighting and road salt.

STORM WATER FUND-- This fund pays for all storm water related expenses. A replenishment of funds from the storm water fund to the General fund for documented expenses related to maintenance of all storm water controls in the City not paid directly from this account.

REVENUES HIGHLIGHTS:

Real Estate Tax – All values represent the estimated base year market value of the property as of January 1, 2016, unless otherwise updated due to permits, appeals, corrections, flood loss or catastrophic loss. This allows similar homes to have similar assessments until the next county-wide reassessment. The current assessment of all properties in the City of Latrobe is \$65,642,260.00. This

provides the City with a total of \$1,411,308.50 based upon the 21.50 millage rate. The recent actual revenue for real estate tax value from 2018 to present is as followed and has been consistent:

2018	\$1,306,454.29
2019	\$1,309,970.69
2020	\$1,284,682.43
2021	\$1,286,273.32

The proposed budget is based on 21.50 mills and indicates **NO TAX INCREASE** for the 2024 fiscal year.

Earned Income Tax (EIT) – This is the tax on residents’ wages. The Westmoreland County Tax Collection Committee selected Berkheimer as Act 511 Tax Collector for the EIT. Our Tax Department will continue to collect the delinquent EIT, property tax, and Local Service Tax. The recent actual revenue for Earned Income Tax from 2018 to present is as follows:

2018	\$1,420,908.89
2019	\$1,463,473.06
2020	\$1,388,435.02
2021	\$1,485,622.66
2022	\$1,656,654.49

Local Service Tax – The Local Services Tax is a local tax payable by all individuals who hold a job or profession within the taxing jurisdiction imposing the tax. Currently the LST rate is \$47.00 City and \$5.00 School District for a total of \$52.00 per year. The recent actual revenue for Local Service Tax from 2018 to present is as follows:

2018	\$190,645.70
2019	\$191,120.74
2020	\$180,379.00
2021	\$179,779.45
2022	\$180,311.51

Parking Revenue – Compared to past years the City allocated this as a separate fund. Beginning in the 2021 this will become part of the General Operating Budget. The recent actual revenue for Parking from 2018 to present is as follows:

2018	\$289,477.32
2019	\$282,912.70
2020	\$179,317.72
2021	\$189,091.05
2022	\$213,704.00

Stormwater Pollutant Control Fee – This fund passed by ordinance in December of 2019 establishing a program to control stormwater pollution with the creation of fee and prescribing rules and regulations for the collection of said fee. The fee will receive exclusive monies from the Pollutant Control Fee to be used for the construction and design of BMP’s as outlined in the City’s Pollution Reduction Plan that was adopted by DEP in 2018. The approximate revenues received from this fund will be \$420,000.00 for

2024. The fee will be paid by all property owners in the City based upon an Equivalent Residential Unit. The fee is set at \$90.00 per year per ERU.

The funds collected from this fee will pay for the upgrading and maintenance of the storm water system along with the reduction of pollutants by 10% that enter our rivers and streams.

Sanitation – This revenue includes Residential and Commercial refuse collection and transportation, Transfer Station operations, and sale of refuse stickers is listed separately in the General Fund Budget. The Transfer Station has shown a strong increase in revenue from 2018 to present. This increase is largely due to a strong economy in construction and other related fields. The recent actual revenue for the Transfer Station for 2024 is in a separate line item for revenue from the Transfer Station.

• Taxes	45.10%	\$3,235,500.00
• Sanitation	18.50%	\$1,327,250.00
• Stormwater T	3.62%	\$260,000.00
• Transfer Station	15.33%	\$1,100,000.00
• Police /parking	5.32	\$381,555.00
• Entitlements	3.38%	\$242,212.00
• Franchise	2.44%	\$175,000.00
• Transfers Act 205	3.76%	\$270,000
• Miscellaneous	2.55%	\$183,075.00
2024 Total Revenue	100%	\$7,174,592.00

• Salaries	37.99%	\$2,725,531.00
• Benefits	17.92%	\$1,285,500.00
• Fixed costs	27.86%	\$1,998,961.00
• Variable costs	12.61%	\$904,600.00
• Transfers	3.62%	\$260,000
• 2024 Total Expenditures	100%	\$7,174,592.00

CAPITAL PROJECTS:

For 2024, the Total Capital expenditures for 2024 will be \$484,500.
The following is the 2022 Capital Project expenditure list:

• # 1 Highway Plow Truck replacement	\$85,000.00
• Transfer Station Compactors and Boxes ARPA Funding	\$25,000.00
• Water Line extension at Transfer Station	\$33,000.00
• Transfer Station Scale Extension	\$56,000.00
• Air Handler Unit #3	\$48,000.00
• Electric Box Replacement	\$30,000.00
• CDBG match Grant / Blight program	\$67,500.00
• Admin Floor Replacement	\$25,000.00
• Police Drone	\$30,000.00
Storm Water Account #39 Funding	
• Stormwater Utility Truck	\$85,000.00

Total Capital Project Expenditures	\$484,500.00
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LIQUID FUELS:

In 2024 the City of Latrobe enrolled in the PA Investment Fund program to deposit the liquid fuels monies as a separate savings fund. All expenditures will be paid directly out of the fund. Expenditures have been removed from the General Operating Fund and will be budgeted separately under this fund.

The 2024 requested budget is in the amount of \$570,000 with expenditures of \$350,000.00 planned for surface treatment projects. The remaining balance of \$100,000.00 will be carried over to fund expenditures in 2024 for winter maintenance and street lighting. The liquid fuels monies are exclusive and can only be used to fund the expenditures listed in section 2.7.1 of the Liquid Fuels Tax Funds for Municipalities as Acceptable Expenditures.

The City primarily uses the Liquid Fuels fund to cover the cost of Street Lighting electricity, Paving, Road Salt, and repair and maintenance of roads.

• Street Lighting	\$95,000.00
• Repair of Tools and Machinery	\$5,000.00
• Maintenance of Road Surfaces	\$350,000.00
• Winter Maintenance	\$ 85,000.00
• Equipment Purchase	\$35,000.00

Total Liquid Fuels Budget: \$570,000.

BUDGET DEVELOPMENT:

The City of Latrobe had many challenges in 2023. The last item to verify was the Earned Income tax payments for the end of November of 2023. Reaching over \$1,600,000 helped to solidify the 2024 budget.

Further, 2023 is not any different as previous years with the continuing fiscal challenge of the cost for retirees. These are in the form of pension obligations, retiree health benefits and life insurance costs. As employees retire, this expense continues to increase. Post-retirement health benefits add to the additional expenditure's municipality's face. We have also seen most of the expenses for insurance and health care exceed 10 to 15% in costs increase for 2024.

Another determinant factor with regard to the financial health and well-being of the City is its Fund Balances and availability of cash on hand. Too much income was carried in the General Fund and a plan to invest at least \$750,000 into laddered Certificate of Deposit investments should take place early in 2024. Fund balances are as of 12/7/2023.

General Fund	\$ 2,746,832
Capital Reserve	\$ 44,262
PA Invest CD Fund	\$ 579,253
Capital Improvement Fund	\$ 34,978
Credit Card Fund	\$ 34,569

CONCLUSION

I hereby transmit to the Mayor, Council and the Citizens a budget that provides for the needs of the community. I believe as you review the budget you will obtain a better understanding of the needs of the community for 2024. You will also find the information contained within provides a detailed breakdown of the City's operations for the coming year. There is no real estate tax increase recommended for 2024, however, it is imperative that we review the upcoming report in 2024 from the Strategic Planning Study.

Respectfully submitted,

Terry Carcella
City Manager

2024 Proposed Budget Report		
Fund 01 - General Fund	Proposed 2024 Budget	Notes
Revenue		
301 100 000 Real Estate Tax - Current Year	1,300,000	
301 300 000 Real Estate Taxes - Delinquent	60,000	
301 400 000 Real Estate Taxes - Supplement	0	
310 030 000 Per Capita Tax - Delinquent	500	
310 100 000 Real Estate Transfer Tax	95,000	
310 210 000 Earned Income Tax - Current Yr	1,600,000	
310 430 000 Occupation Tax - Delinquent	0	
310 510 000 Local Service Tax - Current	180,000	
310 700 000 Mechanical Devices Tax	4,500	
321 100 000 Beverage - Liquor License	0	
321 800 000 Cable Television Franchise	175,000	
322 820 000 Street Openings	5,000	
322 830 000 Building Permits	3,500	
322 840 000 UCC Permits	40,000	
331 110 000 Fines Returned From State	0	
331 111 000 Misc Fines Ret from Magistrate	5,000	
331 112 000 Park Fines Ret from Magistrate	2,000	
331 113 000 Miscellaneous Fines & Restitut	8,000	
331 120 000 Parking Violations	5,000	
331 125 000 Parking Revenues - Downtown	110,000	
341 000 000 Interest Earnings	100	
342 200 000 Rental of Municipal Building	0	
342 250 000 Electronic Sign Rental	100	
342 300 000 L & L Quik Lube Lease	0	
343 300 000 DT Streets	0	
348 000 000 Lab Fees Restitution	50	
350 000 000 Refuse Service Lien Payments	14,000	
355 010 000 Public Utility - Refund	13,000	
355 012 000 Act 13 Funding	0	
355 070 000 Foreign Fire Ins. Tax Distribution	38,000	
355 120 000 Act 205 Funding	270,000	Pension - State Share
355 130 000 Foreign Fire Relief Allocation	0	
359 010 000 Payments in Lieu of Taxes	12,442	National Church Res.
360 000 000 Contracted Services/Tax Revenue	40,000	
360 100 000 Tax Certification Letters	15,000	
360 200 000 Duplicate Bill Fees	5,000	
361 210 000 No Lien Letters	2,500	
361 230 000 Meter Bag Rentals	300	
361 240 000 Sale of Property	5,000	Selling of vehicles/equipment/excess property
361 340 000 Zoning Hearing Fees	0	
361 350 000 Other Zoning & Subdivision Fee	2,500	
361 360 000 Code Reimbursement/Zoning Fee	0	
361 450 000 Code Reimbursement / Rat Poison	200	
362 110 000 Sale of Copies	1,500	
362 125 000 Reimbursement Police Services	124,000	
362 130 000 Reimbursement Drug Task Force	12,000	
362 131 000 Reimbursement DUI Force	10,000	

362 132 000 Reimbursement DUI	0	
362 135 000 Reimbursement Regional Booking	10,000	
362 140 000 Reimbursement-Fingerprinting	150	
363 200 000 Management Fees / Parking Auth	0	
363 300 000 Parking Meter Revenue	60,000	
363 350 000 Property Damage Reimbursement	0	
363 400 000 Contracted Services/Street	1,200	
363 510 000 Contracted Service - PennDot	10,750	
364 300 000 Residential Refuse Collection	839,000	Increased rates
364 320 000 Transfer Station	1,100,000	
364 321 000 Roll-off pick-up / delivery services	0	
364 325 000 Postage & Handling / Stickers	50	
364 330 000 Commercial Refuse Collection	488,250	5% increase
364 350 000 Sale of Refuse Stickers	80,000	
364 370 000 Sale of Recyclables	16,000	
365 100 000 ERU Fee	0	
366 100 000 Fiscal Recovery Fund	0	Covid
376 100 000 Parking Revenue - Lot E and H	0	
376 110 000 Parking Revenue - Lots A, B, & D	0	
376 120 000 Parking Revenue - F and G	0	
376 130 000 Parking Revenue - Lot I	0	
376 140 000 Parking Revenues - Lots J, K, & PB	0	
376 210 000 Parking Revenues - Lot WSPG	0	
377 100 000 Parking Revenue - Downtown Rents	100,000	
380 100 000 Miscellaneous Revenues	50,000	
380 300 000 Square Variable	0	
392 010 000 Transfer from General Fund	0	
392 050 000 Due to General Fund - SW Fund 3	260,000	15 months transfer income
392 080 000 Transfer from Parking Revenue	0	
392 090 000 Transfer from Parking Revenue	0	
394 100 000 Refunds - Prior Years Expenditure	0	
Total Revenue 395 100 000	7,174,592.00	
Expenditures		
400 110 000 Council Salaries	6,000	
400 112 000 Mayor's Salary	2,400	
400 120 000 Salary of City Manager	66,511	Terry
400 121 000 Salary of Director of Administration	70,568	Karen
400 132 000 Meter Attendant Salary	60,000	Marsha
400 140 000 Salaries of Clerical Staff	108,000	Melanie/Janina- Nancy partial
400 210 000 Office Supplies	5,000	
400 211 000 Parking Violation Tickets / Citations	0	
400 214 000 New Personnel Costs	1,000	
400 300 000 Administrative Operative Expense	5,000	Conf/Training
400 301 000 Miscellaneous Expense	15,000	
400 302 000 Safety Committee Expense	0	
400 303 000 Community Outreach	2,000	Chamber Event
400 310 000 Professional Services	24,000	Jim K.
400 311 000 Auditing Services	16,000	Optt
400 313 000 Engineering Services	30,000	

400 314 000 Legal Services	52,000	
400 316 000 Codification of Ordinances	7,000	
400 325 000 Postage	3,500	
400 341 000 Advertising	7,000	
400 353 000 Surety and Fidelity Bonding	1,000	
400 370 000 Service Agreements Misc. Equip	5,000	
400 374 000 Maint. & Repairs Misc. Equipment	1,000	
400 384 000 Rental of Equipment	7,500	
400 420 000 Dues, Subscriptions, Membershp	4,500	
400 440 000 Travel & Business Expense	5,000	
400 460 000 School & Conference Expense	5,000	
403 120 000 Salary of Director	15,000	TC
403 140 000 Salary of Clerical Staff	65,000	Freida
403 210 000 Office Supplies	0	
403 300 000 Administrative Operating Expense	1,200	Tax bills
403 301 000 Miscellaneous Expense	0	
403 321 000 IT / Communications	2,000	
403 325 000 Postage Expense	5,000	
403 353 000 Surety and Fidelity Bonding	0	
403 420 000 Dues, Subscriptions/Memberships	0	
403 460 000 Travel, School & Conference	1,000	Training
403 530 000 Land Bank RE Reimbursement	0	
406 152 000 Dental Insurance	32,000	
406 154 000 Workman's Comp Insurance	130,000	
406 156 000 Hospitalization / Maj Med Ins.	654,000	all employees/retirees
406 157 000 Vision Insurance	7,500	
406 158 000 Group Life Insurance	17,000	
406 159 000 Fringe Benefit Administration	0	
406 160 000 Pension Contributions	270,000	
406 161 000 Social Security (FICA)	175,000	
406 162 000 Unemployment Compensation	10,000	
409 250 000 Materials & Supplies	3,500	
409 301 000 Miscellaneous Expense	2,000	
409 321 000 IT/Communications	65,000	LV Tech
409 361 000 Electricity	36,000	
409 362 000 Gas	12,000	
409 364 000 Water & Sewage	1,500	
409 370 000 Building & Property Maintenance	40,000	
409 451 000 Service & Repairs	20,000	
410 121 000 Police Chief's Salary	100,320	\$96K +4.25% increase
410 122 000 Police Chief's Vacation Buyback	2,000	
410 123 000 Lieutenant	99,000	
410 130 000 Patrolmen Salaries	998,000	10 Officers + 2 SRO's + 1 officer June ?
410 132 000 Meter Attendant's Salary	0	
410 132 100 Community Service Officer	58,000	Beth
410 133 000 Police - Traffic Control Aux.	5,000	
410 183 000 Overtime Pay - Patrolmen	95,000	
410 183 100 Overtime - Drug Task Force	10,000	

410 183 200 Overtime - DUI Force	10,000	
410 185 000 Holiday Pay - Patrolmen	45,000	
410 192 000 Uniforms	10,000	vests
410 210 000 Office Supplies	3,000	
410 211 000 Violation Ticket	500	
410 212 000 Community Relations - Supplies	500	
410 214 000 New Personnel Costs	1,500	
410 220 000 Operating Supplies & Expense	1,500	
410 242 000 Guns and Ammunition	4,000	
410 250 000 Traffic Signal - Maint & Repairs	0	
410 251 000 Traffic Signal - Electricity	0	
410 252 000 Equipment	0	Liquid Fuels budget
410 260 000 Minor Equipment - Headquarters	1,000	
410 300 000 Administrative Operating Expense	700	
410 301 000 Miscellaneous Expense	9,000	Cleaning / Maintenance - Nancy
410 302 000 Investigation Expense - Cash	0	
410 303 000 LIVESCAN / CPIN Expense	1,200	
410 310 000 Professional Services	200	
410 316 000 Dog Law Enforcement	3,500	Hoffman Kennels
410 321 000 IT / Communications	50,655	CODY \$72,365 - pd. \$21,710 - 2023, \$18K for 2025
410 325 000 Postage	350	
410 326 000 Radio Equip - Maintenance/Repairs	3,000	
410 330 000 Vehicle Impounding	150	
410 331 000 Mechanics Salary - Vehicles	0	
410 332 000 Misc. Vehicle Expense	2,000	
410 333 000 Gasoline	17,000	
410 334 000 Oil & Grease	500	
410 335 000 Tires	2,500	
410 336 000 Repair Parts	1,500	
410 337 000 Contracted Vehicle Maintenance	1,500	
410 338 000 Minor Equipment - Vehicles	500	
410 341 000 Advertising & Printing	1,000	
410 342 000 Lab Fees	12,000	
410 354 000 Police Professional Liability	0	
410 370 000 Service Agreements	6,000	
410 420 000 Dues, Subscrips, Memberships	4,000	
410 440 000 Travel & Business Expense	5,000	
410 460 000 School / Training Expense	10,000	
411 121 000 Fire Chief Salary	7,000	
411 122 000 Salaried Drivers	120,000	
411 123 000 Relief Drivers Salaries	40,000	
411 192 000 Uniforms	500	
411 220 000 General Supplies & Expense	1,000	
411 260 000 Minor Equipment	1,000	
411 301 000 Miscellaneous Expense	1,000	
411 321 000 IT / Communications	5,000	
411 322 000 Alarm Monitoring Service	1,500	
411 326 000 Radio Equipment - Maint / Repairs	500	
411 331 000 Mechanics Salaries -Truck Expense	20,000	Claire - 1/3
411 333 000 Gasoline	15,000	
411 334 000 Oil & Grease	700	

411 335 000 Tires	2,500	
411 336 000 Repair Parts	5,000	
411 337 000 Contracted Vehicle Maintenance	12,000	
411 338 000 Minor Equipment - Trucks	1,500	
411 361 000 Electricity	20,000	For Stations
411 362 000 Gas	15,000	For Stations
411 363 000 Fire Hydrant - Installation	0	
411 364 000 Water & Sewage	1,800	
411 370 000 Building & Property Maintenance	12,000	
411 420 000 Dues, Subscriptions, Membership	1,800	
411 540 000 Foreign Fire Relief	0	
414 122 000 Code / Zoning Officer	60,000	50% returned from MSW share
414 122 100 Code Officer / Part-Time	24,000	TL - return \$6,000 MSW work share
414 220 000 General Supplies	800	
414 301 000 Miscellaneous Expense	1,000	
414 314 000 Zoning Hearing Board Legal Exp	175	
414 321 000 IT / Communication Geo Plan	800	per contract \$400/license @ 2
414 337 000 Car Expense	300	
414 341 000 Advertising	0	
414 450 000 Code Violation Corrections	35,000	TKL inspection costs (322-840 line item)
414 460 000 Vector Control	2,000	
414 461 000 Rat Control	200	
419 250 000 Materials & Supplies	4,000	
419 301 000 Miscellaneous Expense	1,250	
419 321 000 IT / Communications	10,000	
419 361 000 Electricity	4,000	
419 362 000 Gas	4,500	
419 364 000 Water & Sewage	500	
419 370 000 Building & Property Maintenance	30,000	Nancy
Sanitation		
426 122 000 Salary of Director	39,962	Scott
426 130 000 Salaries - General Labor	220,000	Four positions
426 131 000 Salary - Public Works Disp.	65,157	Bridgette / Nancy
426 134 000 General Labor - Collections	0	
426 183 000 Overtime - General Labor	20,000	
426 200 000 CDL Testing	200	
426 210 000 Office Supplies	5,000	
426 215 000 Office Equipment Rental	3,600	
426 220 000 Operating Supplies & Expense	4,500	
426 230 000 Refuse Service Liens	0	
426 244 000 Refuse Collection Stickers	4,100	
426 301 000 Miscellaneous Expense	4,000	\$1,800 Invoice - Cloud expense
426 325 000 Postage	5,000	
426 326 000 Radio - Maintenance & Repairs	500	
426 331 000 Mechanics Salary - Vehicle Exp	28,038	Clair 33%
426 332 000 Misc Repairs - Hoppers, Boxes, etc	6,500	
426 333 000 Fuel	40,000	
426 334 000 Oil, Grease & Fluids	3,000	
426 335 000 Tires, Tubes & Repairs	15,000	
426 336 000 Repair Parts - Vehicles	16,500	
426 338 000 Minor Equipment - Vehicles	1,500	

426 341 000 Advertising Transfer Station	4,000	
426 348 000 Refuse Equipment Truck	0	
426 440 000 Collection / Transportation	1,018,000	Republic Waste
426 441 000 Landfill Expense	270,000	
426 442 000 Recycling Costs - Misc.	3,500	
426 452 000 Transfer Station / Maint & Repairs	10,000	
426 453 000 Transfer Station - Electricity	1,500	
Highways		
430 122 000 Salary of Director	35,500	
430 130 000 Salaries - General Labor	165,000	3 heavy equipment operators
430 131 000 Seasonal Help / PW	20,475	
430 183 000 Overtime Pay - General Labor	12,000	
430 192 000 Uniforms	6,500	Unifirst
430 200 000 CDL Testing	200	
Training	1,500	
430 220 000 Operating Supplies & Expense	5,000	
430 245 000 Signs	20,000	
430 246 000 Street Marking Expense	15,000	
430 250 000 Deicing Material	0	Liquid Fuels budget
430 252 000 Stone	3,000	
430 253 000 ID -2	10,000	
430 254 000 Pipe	1,000	
430 256 000 Masonary Supplies	1,000	
430 257 000 Highway Sealant	3,500	
430 260 000 Minor Equipment	2,500	
430 301 000 Miscellaneous Expense	3,500	
430 326 000 Radio - Maintenance & Repairs	250	
430 331 000 Mechanics Salary	20,000	Clair
430 333 000 Fuel	18,500	
430 334 000 Oil & Grease and Fluids	2,400	
430 335 000 Tires, Tubes & Repairs	5,500	
430 336 000 Repair Parts	12,000	
430 337 000 Parking Meter Repairs	1,500	
430 338 000 Parking Garage & Lot Repairs	5,000	
430 339 000 Street Sweeper - Repair Parts	0	Stormwater
430 361 000 Street Lighting	10,000	
430 362 000 Street Lighting - Liquid Fuels	0	
430 Small Tools	2,500	
430 364 000 Water & Sewage - Parking Garage	0	
430 384 000 Rental of Equipment	2,500	
430 385 000 Right of Way Maintenance		
430 450 000 Contracted Svcs/Highway Program		
430 451 000 Snow & Ice Removal	17,000	
430 452 000 General Operating Parking Expense		
430 453 000 Parking Garage Expenses	3,000	
430 454 000 Misc. Parking Expense	200	
452 333 000 Gasoline	2,500	
452 500 000 Contribution to Rec Commission	42,000	
456 100 000 Contribution to Library	20,000	

461 100 000 Lighting Project	0	
461 300 000 Covid Expense	0	
470 474 000 Bond Issue	235,600	
470 475 000 Bond Fees		
480 400 000 Special Committee Expense	150	
480 500 000 Public Transportation	1,197	
480 510 000 Miscellaneous Expense	0	
480 511 000 Banana Split Project Match	10,000	
480 513 000 Revitalization	30,000	
580 514 000 4th of July Celebration	15,000	
480 600 000 Grant Expense - Multimodal	0	
480 700 000 Community Development	10,000	
480 810 000 Settlement of Tax Appeals	0	
486 100 000 Fleet Insurance	232,000	
486 200 000 General Liability Insurance	135,000	
486 300 000 Miscellaneous Insurance Premiums	10,000	Deductible
492 013 000 Due from General Fund		
492 014 000 Due from West Co		
492 040 000 Transfer to Liquid Fuels		
492 050 000 Transfer to PA Invest		
492 060 000 Transfer to Capital Fund	120,984	
492 100 000 Transfer to Stormwater		
492 400 000 Transfer to Capital Reserve		
492 500 000 Transfer to Covid Fund		
Total Expenditures		
	7,174,592	
395 100 000	7,174,592	
	0	
Notes		
8 Public Works Staff		
Republic Contract Proposal - 2%		
Nancy McCune - Full Time		
Insurance costs for 2024 ? (until December)		

Capital Projects

5-Year Plan



Project or Vehicle	2023	2024	2025	2026	2027	2028	Dept
Scale Extension		56,000					Sanitation
Water Line		33,000					Sanitation
Sprinkler system			35,000				Sanitation
Garage Door Compactor							Sanitation
Open Boxes		10,000	12,000				Sanitation
Compactors		11,000	12,000				Sanitation
Excavator Tracks			2,500			3,200	Sanitation
Roll off Truck 24		order		185,000			Sanitation
Roll off Truck 26						order	Sanitation
F-550 # 29 2014				order	100,000		Sanitation
10 Yard Boxes			10,000	10,000	10,000	10,000	Sanitation
Truck #4 Pickup 012 4X4		order	85,000				All
Truck # 5 Pickup w/Lift Gate 4x4		order		85,000			Mechanical
Truck # 8 8 Ton Dump Plow		order	150,000				Highway
Truck # 1 Highway Plow	order	85,000					Highway
Truck # 9 Highway Plow			order		150,000		Highway
Cat Backhoe			order	165,000			Highway
Roller 2005			45,000				Stormwater
Lawn Mower			4,500				Bldg & Grounds
Craft Crafcro Sealer Unit		order		20,000			Highway
Seal Pavement at TS			2,500				Bldg & Grounds
Unit #3 Air Handler		47,850					
Electric Box Replacements (4)		30,000					
Keystone Blight Grant Program		67,500					
Admin. Floor Replacements		25,000					
Police Vehicle Replacement				56,000		60,000	
Police Drone Program		30,000					
SW Utility Truck		85,000					Stormwater

Fund 39 - Stormwater Management	Proposed 2024 Budget	Notes
Revenue		
365 100 000 Storm Water Revenue	392,856.00	ERU = \$80
392 100 000 Transfer from General Fund	300,000.00	Balance to be carried over from 2023
Total Revenue	692,856.00	
Expenditures		
460 100 000 MS4 - Miscellaneous Expenses	2,500.00	
460 120 000 Salary of Director	55,000.00	\$30K Zoning/\$25K PW (Scott)
460 121 000 Billing / Collection Services	8,000.00	TL \$5,500 / \$5,500 Collection Svcs.
460 126 000 Public Works Employee	25,000.00	
460 200 000 MS4 - Engineering Fees	5,000.00	
460 220 000 Operating Supplies	5,000.00	
460 252 000 Stone	5,000.00	
460 253 000 ID-2	6,000.00	
460 254 000 Pipe	10,000.00	
460 255 000 Grates & Inlets	5,000.00	
460 256 000 Masonry supplies	3,000.00	
460 260 000 Minor Equipment	2,500.00	
460 300 000 MS4 - Contractual Services	10,000.00	
460 301 000 Miscellaneous Expense	5,000.00	\$1,800 invoice control
460 313 000 Engineering Fees	20,000.00	
460 314 000 Legal Services	6,000.00	
460 315 000 BMP Maintenance	3,500.00	
460 316 000 Inlet Cleaning	10,000.00	
460 317 000 Right-of-way acquisitions	35,000.00	
460 319 000 Structure BMP Construction	310,000.00	1701 Jefferson St.
460 321 000 IT / Communications	12,304.00	Muni-Link contract 1,025.33/mo
460 325 000 Postage Expense	1,500.00	
460 333 000 Fuel	0.00	
460 335 000 Tires	0.00	
460 336 000 Repair Parts / Sweeper	10,000.00	
460 339 000 Street Sweeping Misc. Expense	6,500.00	
460 370 000 Contracted Services	35,000.00	Contractor project costs - Unity Run
460 384 000 Mach/Equip Lease/Rent Purch	85,000.00	Utility Truck
460 450 000 Vegetation Control / Creek Bank	15,000.00	
492 400 000 Transfer to General Fund		
Total Expenditures	696,804.00	
Excess Revenue Over (Under) Expenditures	(3,948.00)	
Excess Revenue Over (Under) Expenditures		

Liquid Fuels

Account No.	Account Name	2024
Highway Aid-Fund - Revenue		
35.341.000.000	Interest Earnings	
35.355.050.000	Liquid Fuels Tax	270,000.00
	Current Balance	300,000.00
	Highway Aid Fund Revenue Totals	570,000.00
Highway Aid-Fund - Expenditures		
35.431.317.000	Minor Equipment - Liquid Fuels	35,000.00
35.431.261.000	Major Equipment Purchases	
35.431.447.000	Winter Maintenance Services	85,000.00
35.431.387.000	Traffic Control Devices	
35.431.361.000	Street Lighting - Liquid Fuels	95,000.00
35.431.445.000	Storm Sewers & Drains	
35.431.338.000	Repair of Tools & Machinery	5,000.00
35.431.263.000	Maintenance & Repairs - Roads	350,000.00
35.431.264.000	Highway Construction & Projects	
35.431.301.000	Miscellaneous	
	Highway Aid Fund Expense Totals	570,000.00
	Liquid Fuels Fund Income	0.00

C-5

Insured:

City of Latrobe

Effective Dates

January 1, 2024 to January 1, 2025

Account Information:

PennPRIME Trust was formed in 1987 in response to commercial insurance carriers' withdrawal from the municipal insurance market. The Trust is designed to provide broad, cost-effective and stable coverages to meet the special needs of municipal entities.

The City of Latrobe would have property appraisals done in 2024 with no cost to the city.

2024 Contribution Quotation

\$119,923



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414 North Second Street
Harrisburg, PA 17101
(800) 848-2040

MEMBER PARTICIPATION AGREEMENT

This Member Participation Agreement ("Participation Agreement") is entered into by and between local agencies of this Commonwealth ("Members") to form a risk coverage pool to be named the Penn PRIME Trust (the "Trust") for the purpose of providing coverages against certain liability risks which are inherent in the operation of local agencies.

WITNESSETH:

_____, the undersigned Member, in accordance with the Political Subdivision Tort Claims Act, 42 P.S.C.A. Section 8541, et seq., and in consideration of other Members executing like agreements, does hereby agree to become one of the Members of this Trust. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions. Definition of terms used in this Participation Agreement.

- (a) **Administrator.** The Pennsylvania Municipal League and any successor(s) thereof selected in accordance with the provisions of the Trust Agreement and By-Laws. The Administrator will provide administrative and management services in connection with the operation of the Trust.
- (b) **Adjustments.** Refers to any offsets to manual contributions that may result from the Member's election of deductibles, loss experience, or similar items which reflect the savings to the Member by entering into this Agreement.
- (c) **Agreement Period.** The continuous period since the Member first became a participant of the Trust excluding, however, any period or periods of time therein that the Member did not participate as a member of the Trust.
- (d) **Board.** Refers to the Board of Trustees of the Penn PRIME Trust.
- (e) **By-Laws.** The rules and regulations govern the internal administration and management of the Trust as the same may be amended from time to time. In addition to the By-Laws, the Board, the Administrator, and their respective designees may promulgate from time to time additional rules and regulations with respect to the participation of the Members in the Trust and the joint liability coverage pool implemented thereby.
- (f) **Declarations of Coverage.** The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Member.



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The Coverage Document may be modified by Endorsement.

- (g) **Manual Rates.** Basic rates applicable to each liability classification promulgated by the Board and/or the Administrator.
 - (h) **Penn PRIME Liability Coverage Plan.** The liability Coverage Documents that set forth in detail the coverages provided as part of the overall risk coverage pool.
 - (i) **Contributions.** Refers to the financial contributions of Members of the Trust.
 - (j) **Trust.** The Penn PRIME Trust.
 - (k) **Trust Agreement.** The Agreement of Trust of Penn PRIME Trust as the same may be amended from time to time.
 - (l) **Trust Year.** January 1 through December 31.
2. **Statement of Policy.** As a condition of membership in the Trust, the Member subscribes to the following statement of policy:
- (a) **Purpose.** The policy of the Member with respect to its exposure to the property and liability risks covered by the Trust shall be to minimize the financial impact upon the Member resulting from the occurrences covered by the Trust. This will be accomplished by means of (i) loss prevention and safety programs to minimize or eliminate risks of such accidents, (ii) risk pooling to share with other local agencies the financial impact of such losses, and (iii) the establishment of a mechanism through the Trust to provide risk coverage for catastrophic losses through reinsurance, a line of credit or bond funding mechanism, or other means deemed appropriate by the Board.
 - (b) **Loss Prevention.** The policy of the Member shall be to emphasize the reduction, modification, or elimination of conditions and practices which may cause losses covered through the Trust. Safety to the Member's personnel and public shall have the highest priority. Each Member shall be responsible to see that its operations conform to all applicable Federal, State, and Local safety standards and such additional rules and regulations with respect thereto as may be promulgated from time to time by the Board, the Administrator, and their respective designees.
 - (c) **Reporting of Losses.** The Member shall report the occurrence of all losses covered through the Trust, to the Administrator, no matter how insignificant such losses may appear.
3. **Administration.** The Board, acting through its agents and the Administrator's staff, is responsible for the administration of all Trust business on behalf of the Members.



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4. **Coverage Grant.** In consideration of the execution of this Participation Agreement by and between the Member and the Trust and of the contributions of the Member, the coverages elected by the Member are afforded according to the terms of the Penn PRIME Coverage Documents. Each Member agrees to accept the coverages, provisions, terms, conditions, exclusions, and limitations as contained in the Penn PRIME Coverage Documents and/or amendments thereto. This Participation Agreement shall be construed to incorporate the Penn PRIME Coverage Documents and Endorsements and addenda whether or not physically attached hereto. Any conflict or incongruity between this Agreement and the Penn PRIME Coverage Documents is resolved in favor of the latter documents.
5. **Governmental Immunities.** It is understood that by participating in the Trust, the member does not intend to waive any of the immunities, it or its officials, officers or employees now possess. The Member recognizes the Political Subdivision Tort Claims Act and its limitations to certain governmental functions, as well as its monetary limitations, and that by executing this Agreement does not agree to waive those limitations.
6. **Term and Termination.** The initial term of this Agreement shall commence on January 1, 2017, and shall continue in force from that date until terminated as provided below. Although the coverage provided for in this Agreement shall be continuous until terminated.

Except as otherwise provided for hereinafter, this Agreement may be terminated by the Member by giving the Trust ninety (90) days prior written notice of intent to terminate, provided that the Member agrees to and shall pay all currently-due interest, late fees, and applicable contributions, including without limitation any additional contributions required pursuant to Section II hereof, for those coverages being terminated until the effective date of the notice of termination, irrespective of whether the termination is pursuant to this paragraph or another provision of this Agreement. Notwithstanding the foregoing, upon any termination initiated by the Member pursuant to this paragraph, such Member shall also be subject to an additional charge for a short rate adjustment, as determined by the Board and/or the Administrator, in the event the effective date of such termination is prior to the end of the initial term or any annual renewal term hereof.

The Trust shall provide the Member with Coverage Documents and any Endorsements that determine the applicability of the coverages provided by Penn PRIME annually at such time(s) as are determined by the Board. Such Coverage Documents shall include, but not be limited to, the coverage period, limits, deductibles, contributions, special Provisions and limitations. Changes made during the Trust Year, whether requested by the Member or required by the Trust, will be handled by Endorsement.

It is the intention of the parties that the Member's coverages under Participation Agreement shall remain in full force and effect from Trust Year to Trust Year, subject to the limits of liability that the Trust can provide each Trust Year and the terms, conditions, and limitations that the Trust may require to protect its solvency and to comply with any



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applicable reinsurance or other excess coverage requirements, until notice of termination is given as herein provided. Realizing that the Member needs the earliest possible information concerning the Trust coverages, limits, and exclusions and the Member's contribution that will be required for any new Trust Year, the Trust will endeavor to provide this information as soon as possible before the beginning of each new Trust Year. The parties recognize, however, that conditions in the reinsurance (or other excess coverage mechanism) industry are such that the Trust may not be able to provide this information to the member before the beginning of a Trust Year for various reasons including the failure of the Member to timely submit the appropriate application or delays on the part of reinsurers or others in getting information to the Trust, and so, to protect the Member from gaps in its coverage and to protect the solvency of the Trust, the parties agree as follows:

If for any reason the Trust has not been able to provide the Member with information concerning available coverages for a new Trust Year or advise the Member of the amount of its contribution for the new Trust Year by the beginning of the Trust Year, the Trust shall nevertheless continue the Member's coverages at the same limits of liability (if still available and, if not, then at the highest limit of liability available for the new Trust Year) so that the Member shall at all times remain covered as herein provided and the Member's initial contributions for the new Trust Year shall be determined by a "tentative contribution" as determined by the Board and/or the Administrator with the Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Trust Year. In the event the Member's annual contribution has not been determined at the beginning of a Trust Year due to the Member not having timely provided the application required, then the tentative contribution shall be calculated as follows:

The Member's prior Trust Year's exposure base shall be increased by the percentage determined by the underwriter and the resulting exposure base shall be applied to the rates applicable to the new Trust Year and the Member shall make its contribution payments based upon this rate with its annual contributions adjusted thereafter to reflect the correct annual contribution. In the event the Member does not wish to have its coverages extended or renewed at the end of any Trust Year, the burden shall be upon the Member to give written notice to the Trust as provided herein above and the Member agrees to pay as hereinabove stated all contributions or pro rata contributions, in addition to all currently-due interest and late fees, until the date such written notice is received in the offices of the Trust or the date of termination of this Agreement, whichever is later.

Notwithstanding anything in the foregoing to the contrary, in the event the Member fails or refused to make payments of interest, late fees, or contributions, as provided for herein, including without limitation, both annual contributions and any additional contributions levied thereupon by the Trust in accordance with the provisions of Section II hereof, the Trust reserves the right to terminate such Member by giving ten (10) days written notice. In addition, the Member will be subject to immediate termination by the Trust for (i) failure to comply with such rules and regulations pertaining to loss control measures as may be



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promulgated by the Board, the Administrator, or their respective designees from time to time; (ii) failure to cooperate with any loss control service and fiscal agents of the Trust or with any attorney representing that Member in the defense of any covered claim; (iii) failure to provide any information requested by the Administrator, Board of Trustees or any agent or representative of the Trust as required for the handling, settlement or defense of any covered claims or for renewal of coverage; (iv) knowing and willful failure to observe and perform any covenants, conditions or agreements on its part required to be observed or performed by this Agreement or any related document; (v) knowingly taking any action detrimental to the fiscal and/or actuarial soundness of the Trust and failing to take action where necessary to avoid a detriment to the fiscal and actuarial soundness of the Trust; (vi) failure to execute and/or submit any documents required for membership in the Trust. Termination shall become effective after (60) days' written notice to the Member, or after ten (10) days' written notice for non-payment of contributions or assessment. Upon any such termination, Member agrees to pay any and all interest, late fees, and contributions that are owed, pro rata, for the period preceding termination of this Agreement. It is understood and agreed that any Member that is terminated under this paragraph or Sections 7 or 14 hereof shall not be entitled to any part of any distribution of surplus revenues which has not been declared prior to the effective date of such termination. The Trust shall continue to service, defend and otherwise be responsible for any claim which occurred prior to termination or withdrawal of a Member, but shall not be responsible for claims which arise out of an injury which occurs after the effective date of the Member's withdrawal or termination.

7. **Applications.** Commensurate with the execution of this Agreement and annually thereafter, the Member shall complete the appropriate application and deliver it or cause it to be delivered to the Trust, or, if so instructed, to a designated contractor, on or prior to such deadline(s) as may be set for such purpose by the Board from time to time, and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the application shall be grounds for immediate cancellation.

At the end of each and every Trust Year, the Trust may require the Member to submit the actual data requested on the application as reflected by the books and records of the Member. The Trust reserves the right to audit the records of any Member and adjust contributions accordingly.

8. **Payment of Contributions.** The Member agrees to pay the annual and any additional contributions to the Trust in such installments and at such times as are specified by the Board and/or the Administrator. In the event this Agreement is terminated as herein provided, the Trust shall promptly repay to the Member any unearned annual and/or additional contributions, subject to reduction for any short rate adjustment imposed under Section 6 hereof, and prorated as of the date of termination and the Member agrees to promptly pay the Trust any unpaid annual and additional contributions prorated as of the date of actual termination. In addition, the Member agrees during the term of this



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Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

9. **Late Fee.** If the Member fails to pay any contribution, additional contribution or reimbursable deductible within thirty (30) days of the date such amount is due, the Member shall be assessed a one-time late fee of \$50.00.
10. **Interest.** If the Member fails to pay any contribution, additional contribution or reimbursable deductible within thirty (30) days of the date such amount is due, in addition to the remedies the Trust may have in Section 6 hereof, the Member shall be charged interest on the delinquent amount at an annual rate of six percent (6%) simple interest, which shall be assessed monthly until the Member pays the full delinquent amount.
11. **Premium Adjustment.** If, during the period of this Agreement, changes in law applicable to Pennsylvania local agencies, including, but not limited to, the Provisions of 42 Pa. C.S.A. Section 8501, et seq., are made by legislative revision or judicial interpretation which affect this Agreement, the Trust reserves the right to make contribution adjustments during the period of this Agreement.
12. **Coverage Adjustments.** Notwithstanding any other Provisions herein to the contrary, it is agreed that the Board shall have the right to adjust the financial protection outlined herein and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Trust at the beginning of any renewal annual term of the Member.
13. **Additional Contributions.** The Trust shall endeavor to maintain adequate protection from losses covered through the Trust, including, without limitation, catastrophic losses, in order to protect its financial integrity through Member contributions and/or combination of reinsurance, and/or funding available through lines of credit, proceeds of governmental bond issuance, or other means, as determined by the Board. The Board will endeavor to maintain adequate protection in order to minimize the prospect that the Member will at any time be subject to additional contributions. Notwithstanding the foregoing, it is agreed that if the assets of the Trust are at any time insufficient, in the opinion of the Board, to enable it to discharge the obligations of the Trust, including, but not necessarily limited to, those listed in Subsections (a) through (e) of Section 12 below, then the Trust shall have the right to require additional contributions of all Members which have participated in the Trust during any Trust Years when the liabilities were incurred, such total amount as is, in the opinion of the Board, required to end the insufficiency and each Member shall have the duty to pay its proportionate amount of the total.

Each Member's additional contribution shall be computed by the Board and/or the Administrator and shall have the same ratio to the total additional contribution amount as the Member's annual contribution to the Trust during the years for which the Trust has a deficit. A Member's annual contribution shall be the pro rata portion of contributions paid by it for the periods during which its Agreement with the Trust was in effect. Any additional contributions required shall be a legal obligation of the member and shall be due



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and payable when written notice of the additional contribution is received. Notwithstanding the foregoing, the Board may allow up to twelve (12) months for payment of any additional contribution in accordance with such guidelines as it may establish from time to time.

14. Refunds. The Trust shall, within a reasonable amount of time after the end of the Trust Year, annually refund surplus revenue, if any, to participating Members. Surplus revenues shall be those Trust funds remaining after:

- (a) Payment has been made of all due damages and losses;
- (b) Reserves have been established which are, in the opinion of the Board, reasonable for claims previously occurring and reported;
- (c) Reserves have been established which are, in the opinion of the Board, reasonable for claims occurring, but not yet reported;
- (d) Payment has been made of all expenses due and payable, including, but not limited to, claims administration, loss prevention, reinsurance, debt service, and general management expenses; and
- (e) Reserves have been established which are, in the opinion of the Board, reasonable for payment of expense in succeeding Trust Years.

Surplus revenues, if any, shall be refunded to participating Members in accordance with the formula adopted for that Trust Year by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which the Trust was created. The formula may include any factors which, in the opinion of the Board, reflect those purposes and objectives, including, but not limited to, any of the following factors: individual loss experience; individual contribution; the duration of Trust participation; and the overall experience of the Trust. The formula may provide that a failure to comply with safety recommendations, or that the experience of a specified loss-to-contribution ratio may disqualify a Trust Member from receiving all or a portion of the refund of surplus revenues.

Any Member may choose to have its surplus revenues refund applied as a credit to future contributions.

15. Outside Services. The Board and/or the Administrator may, from time to time, enter into contracts, agreements, and arrangements on behalf of the Trust, with outside firms and/or professionals for the provision of services and/or products as are deemed necessary or desirable by the Board in its sole discretion for the fulfillment of the Trust's obligations pursuant to this Agreement.

16. Contractor. The Administrator provides loss control services to the Member to assist



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them in following a plan of loss control that may result in reduced losses. The Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted by or on behalf of the Trust seem unreasonable, the Member has a right to appeal to the Board. The Board shall hear the objections of the Member at its next regularly scheduled meeting and the Board's decision will be final and binding on all parties. Any Member who does not agree to follow the decision of the Board shall be subject to immediate withdrawal from the Trust.

17. **Coordinator.** The Member agrees that it will appoint a coordinator of department head rank, and that the Trust shall not be required to contact any other individual except this one person. Any notice to or any agreements with the coordinator shall be binding upon the Member. The Member reserves the right to change the coordinator from time to time by giving written notice to the Trust.
18. **Claims.** The Trust agrees to handle all claims encompassed by the then applicable Coverage Documents, and provide a defense for liability claims covered under this Agreement after prompt notice has been given. The Member hereby appoints the Board, the Administrator, and their respective personnel and designees as its agents to act in all matters pertaining to processing and handling of claims covered under this Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. Regarding liability claims, the staff of the Administrator or its designees and/or agents shall carry on all negotiations with the claimant and his/her/it's attorney and negotiate within authority previously granted by the Trust. If a personal appearance by an employee of a Member is necessary, the expense of this appearance will not be the responsibility of the Trust. With the advice and consent of the Board, the staff of the Administrator or its designees and/or agents will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Trust through the staff of the Administrator and/or its designees or agents, which includes the decision to appeal or not to appeal. However, any Member shall have the right in any case to consult with the Trust on any decision made by the staff of the Administrator and/or its designees or agents. The Board shall hear the objections of the Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Trust shall be brought or defended only in the name of the Member and/or its officers or employees.
19. **By-Laws, Etc.** The Member acknowledges that it has received a copy of the By-Laws and Trust Agreement of the Trust and agrees to abide by the Provisions thereof, and such rules and regulations as may be promulgated by the Board, the Administrator, and their respective designees from time to time with respect to the Trust, including amendments to any of the foregoing, all of which are hereby incorporated into and made a part of this Participation Agreement by this reference, whether or not they are physically attached hereto or in existence at the present time.
20. **Audit.** The Trust agrees that all Trust transactions will be annually audited by a nationally



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recognized certified public accounting firm.

21. **Tax Returns.** If legally required, the Trust shall cause to be filed the necessary tax forms with the Internal Revenue Service.
22. **Amendments.** Amendments may be made to this Agreement with respect to Members through the consent of a majority of the Trustees of the Board.
23. **Miscellaneous.** The masculine pronoun includes the feminine and neuter. The terms of this Agreement shall be binding upon and inure to the benefit of and shall be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. If any term of this Agreement shall be found invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Member Participation Agreement to be executed and to be effective as of the date set forth below for that purpose.

Effective Date of This Agreement: _____

Signature of Authorized Official

Witness

Title

Date

Signature of Trust Official

Witness

Title

Date

Revision 11/22/2013