August 14, 2014

A meeting of the Westmoreland County Commissioners met in regular session beginning at 10:14 A.M. in the Commissioners; Meeting Room, Courthouse Square, Greensburg, PA. The following were present Chairman Charles W. Anderson, Vice-Chairman R. Tyler Courtney, Secretary Ted Kopas and County Solicitor R. Mark Gesalman. The following business was conducted;

Pastor Timothy Young, Latrobe Alliance Church, gave an invocation before the meeting and Commissioner Anderson led the Pledge of Allegiance.

GENERAL AGENDA

Motion was made by Mr. Courtney, seconded by Mr. Kopas, and it was unanimously agreed to approve minutes of regular meeting held Thursday, July 24, 2014, as presented, with correction to the minutes from June 26, 2014 item 6(B) for Planning to correct the amount of Subrecipient Agreement 09-22B to a deduction of $1,504.09.

OPPORTUNITY FOR PUBLIC COMMENT

No Public Comment

SOLICITORS REPORT

Upon review and recommendation of R. Mark Gesalman, County Solicitor, Dirk Matson, Interim Administrator & Director of Human Services and Angela Matson, Budget Administrator motion was made by Mr. Courtney, seconded by Mr. Kopas and unanimously agreed to approve the following item for **Area Agency on Aging:**

(A) Amendment to Agreement with **HOME HEALTH SERVICES BY THE THORNE GROUP, INC.,** dated April 24, 2013 in the amount of **$33,490.00 additional** (No Cost to Westmoreland County, Total Agreement $714,920.00) for **"Personal Care/Personal Assistance/Home Health and Nursing Services (Countywide),"** for the fiscal year July 1, 2013 through June 30, 2014

Upon review and recommendation of R. Mark Gesalman, County Solicitor, Austin Breegle, Administrator and Meghan McCandless, Assistant Director of Financial Administration motion was made by Mr. Kopas, seconded by Mr. Courtney and unanimously agreed to approve the following items for **Behavioral Health & Developmental Services:**

(A) Grant Agreement with **COUNTY OF ERIE,** in the amount of **$10,000.00** for **"Consolidated Community Reporting Initiative (CCRI)."** Westmoreland County has applied for $10,000.00 CCRI mini-grant through the Pennsylvania Department of Public Welfare's offices of Mental Health and Substance Abuse Services for the acquisition of WESTCOCIS Software system, with grant funds being distributed by Erie County.

(B) Renewal of Agreements for the following, for the term July 1, 2014 through June 30, 2015:

(1) **NEUROLOGICAL THERAPY SPECIALSITS, INC,** Greensburg, PA in the amount of **$95,268.00** (DPW $85,741.00 County $9,527.00) for **"Early Intervention: Speech Pathology, Physical Therapy, Occupational Therapy, Special Instruction IFSP Teaming (OT & PT)"**

(2) **BEDFORD/SOMERSET COUNTY MH/MR PROGRAM** in the amount of **$10,152.00** (DPW, **No Cost to Westmoreland County)** for **"Developmental Services: HCQU"**

(3) **ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES** in the amount of **$10,152.00** (DPW, **No Cost to Westmoreland County)** for **"Developmental Services: HCQU"**

(4) **WASHINGTON COUNTY BEHVAIORAL HEALTH AND DEVELOPMENTAL SERVICES** in the amount of **$10,152.00** (DPW, **No Cost to Westmoreland County)** for **"Developmental Services: HCQU"**

(5) **FAYETTE COUNTY BEHAVIORAL HEALTH ADMINISTRATION** in the amount of **$10,152.00** (DPW, **No Cost to Westmoreland County)** for **"Developmental Services: HCQU"**

(6) **WESLEY SPECTRUM SERVICES,** Wilkinsburg, PA in the amount of **$6,000.00** (DPW $5,400.00, County $600.00) for **"Behavioral Health: Outpatient (Diagnostic Interview [Adult, Children]), Individual Therapy, Group Therapy, Medication Check, Family Therapy"**

(7) **ACCESSABILITIES, INC.,** Greensburg, PA in the amount of **$767,992.00** (DPW $691,193.00, State $76,799.00) for **"Early Intervention: Speech Pathology, Physical Therapy, Occupational Therapy, Special Instruction, Special Instruction (Vision), Nutrition Support"**

(8) **ACCESSABILITIES, INC.,** Greensburg, PA in the amount of **$4,225.00** (DPW $3.803.00, County $422.00) for **"Developmental Services: Companion Services Level 3"**

(9) **PASSAVANT MEMORIAL HOMES, INC.,** in the amount of **$1,238,190.00** (DPW $1,215,287.00, County $22,903.00) for **"Behavioral Health/Developmental Services: Companion Services Level 3, Home and Community Habilitation Level 3, HSS Supportive Housing, Long Term Structured Residential"**

(10) **NEUROLOGICAL THERAPY SPECIALISTS, INC.,** Greensburg, PA **(No Cost to Westmoreland County,** Department of Public Welfare), for **"Early Intervention XIX: Speech Pathology, Physical Therapy, Occupational Therapy, Special Instruction, IFSP Teaming (OT & PT),"** the provider will bill the Commonwealth at the rate of:

$31.76 for **Early Intervention: Speech Pathology**
$31.76 for **Early Intervention: Physical Therapy**
$31.76 for **Early Intervention: Occupational Therapy**
$27.99 for **Early Intervention: Special Instruction**
$34.76 for **Early Intervention: IFSP Teaming-OT & PT**

(11) **ACCESSABILITIES, INC.,** Greensburg, PA **(No Cost to Westmoreland County,** Department of Public Welfare), for **"Early Intervention XIX: Speech Pathology, Physical Therapy, Occupational Therapy, Special Instruction, Special Instruction (Vision), Nutrition Support,"** the provider will bill the Commonwealth at the rate of:

$31.76 for **Early Intervention: Speech Pathology**
$31.76 for **Early Intervention: Physical Therapy**
$31.76 for **Early Intervention: Occupational Therapy**
$27.99 for **Early Intervention: Special Instruction**
$27.99 for **Early Intervention: Special Instruction: Vision**
$27.99 for **Early Intervention: Nutrition Support**

(12) **PATHWAYS OF SOUTHWESTERN PENNSYLVANIA,** Washington, PA **(No Cost to Westmoreland County,** Department of Public Welfare), for **"Early Intervention: Physical Therapy, Occupational Therapy, Speech Pathology, Special Instruction, Special Instruction (Nutrition)"**

$27.99 for **Early Intervention: Special Instruction**
$27.99 for **Early Intervention: Special Instruction: Hearing**
$27.99 for **Early Intervention: Special Instruction: Nutrition**
$27.99 for **Early Intervention: Special Instruction: Vision**

Upon review and recommendation of R. Mark Gesalman, County Solicitor, Shara Saveikis, Administrator and Meghan McCandless, Assistant Director of Financial Administration motion was made by Mr. Courtney, seconded by Mr. Kopas and unanimously agreed to approve the following items for **Children's Bureau:**

(A) Renewals of Agreements for the Fiscal Year July 1, 2014 through June 30, 2015:

(1) **LUTHERAN SERVICE SOCIETY,** Pittsburgh, PA **(Title IV-E, Act 148, County)** for **"Foster Care,"** at the per diem rate of **$65.00**

(2) **THE BAIR FOUNDATION OF PENNSYVLANIA,** New Wilmington, PA **(Act 148, TANF, County)** for **"Best Program,"** at the hourly rate of **$63.00**

(3) Agreement with **WESTMORELAND COUNTY PRISON,** Greensburg, PA **(TANF, Act 148, County)** for **"Visitation"** at the rate of **$62.00/hour.**

(4) **OUTSIDE IN SCHOOL OF EXPEIENTIAL EDUCATION, INC.,** Greensburg, PA **(TANF, Act 148, County)** for **"Outpatient Substance Abuse, Family First Program, Groups, MDFT,"** at the following rates:

$78.00/hour for **Outpatient Substance Abuse: MA Denial**
$46.00/hour/person for **Outpatient Substance Abuse Group Rate**
$69.00/hour for **Family First**
$46.00/hour/person for **Family First Group Rate**
$69.00/person/plus test kit cost for **Family First Compliance Monitoring & urinalysis testing**
$29.00/ 15 minute unit for **Multidimensional Family Therapy (MDFT)**
$ 0.560/mile for **mileage**

(5) **GREAT LAKES BEHVAIORAL RESEARCH INSTITUTE,** Pittsburgh, PA **(Act 148, TANF, County)** for **"Managed Care Coordinator,"** at the following rates:

$20.66/hour for **Managed Care Coordinator Rate 1**
$52.00/hour for **Managed Care Coordinator Rate 2**
$ 0.560/mile for **mileage**

(6) **SOUTHWESTERN PENNSYVLANIA HUMAN SERVICES, INC.,** d/b/a **MONESSEN FAMILY CENTER,** Monessen, PA **(TANF, Act 148, County)** for **"Intensive Family Reunification, Family Preservation,"** at the following rates:

$75.00/hour for **Intensive Family Reunification**
$75.00/hour for **Family Preservation**
$25.00/hour for **Transporter/Visitor**
$ 0.56/mile for **mileage**
$75.00/hour for **Court Appearance Testimony**

(7) **FAMILY RESOURCES,** Pittsburgh, PA **(Act 148, TANF, County)** for **"In Home Services, Intensive Family Unification, Crisis, Parent/Teen Conflict,"** at the following rates:

$56.87/hour for **Regular In Home**
$73.95/hour for **Intensive Family Unification**
$ 0.560/mile for **mileage**
$77.04/hour for **Crisis Intervention**
$77.04/hour for **Parent/Teen Conflict**

(8) **ADELPHOI VILLAGE,** Latrobe, PA **(TANF, Act 148, County)** for **"In Home, MST, PTSD Aftercare, Abel Assessment, Abel Interview, Polygraph, Psychiatric Evaluation, Psychological Eval. Diagnostic,"** at the following rates:

$67.63/day for **MST Individual**
$52.10/hour for **In Home**
$0.560/mile for **Mileage**
$800.00/assessments for **Abel Assessment**
$300.00/interview for **Abel Interview**
$400.00/polygraph for **Polygraph**
$40.55/day for **PTSD Aftercare Adelphoi Placement**
$46.55/day for **PTSD Aftercare Non AV Placement**
$200.00/hour for **Psychiatric Evaluation**
$28.95/day for **PTSD Aftercare Sibling Rate**
$140.00/hour for **Psychological Evaluation**
$2,500.00/evaluation for **Diagnostic Evaluation**

(B) Agreement with **Rachel E. Brandl,** Lower Burrell, PA and the **UNIVERSITY OF PITTSBURGH,** Pittsburgh, PA **(No cost to Westmoreland County;** Title IV-E**)** for **"Child Welfare Education for Leadership (CWEL) Program",** providing for funding for graduation school studies for CYS employee, in return for commitment to work for the Westmoreland County Children's Bureau following graduation. County approval is contingent upon actual receipt of funds from the University of Pittsburgh to reimburse the County for 95% of the salary and benefits aid to the student and the agreement shall terminate if funding from the University of Pittsburgh should cease.

(C) Agreement with **Jessica D. Nowlin,** Greensburg, PA and the **UNIVERSITY OF PITTSBURGH,** Pittsburgh, PA **(No cost to Westmoreland County;** Title IV-E**)** for **"Child Welfare Education for Leadership (CWEL) Program",** providing for funding for graduation school studies for CYS employee, in return for commitment to work for the Westmoreland County Children's Bureau following graduation. County approval is contingent upon actual receipt of funds from the University of Pittsburgh to reimburse the County for 95% of the salary and benefits aid to the student and the agreement shall terminate if funding from the University of Pittsburgh should cease.

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(D) Child Welfare Information Solution Data Sharing Agreement with the Pennsylvania Department of Public Welfare to improve the efficiency and effectiveness of the Commonwealth's child welfare program, effective December 27, 2014 for a term of twelve months and shall be renewed as part of DPW's annual County Children and Youth Agency inspections.

Upon review and recommendation of R. Mark Gesalman, County Solicitor and Tracy Sheehan Zivkovich, Chief Human Resource Officer motion was made by Mr. Kopas, seconded by Mr. Courtney and unanimously agreed to approve the following item for the **Human Resources:**

(A) Renewal and Authorization to execute endorsements including premium changes for the Fine Arts Policy with **TRAVELER'S INSURANCE COMPANY** for (1) one year for the Policy term May 9, 2014 to May 9, 2015 with the premium in the amount of **$2,835.00**.

(B) Bids for **"Random Employee Drug Testing for Westmoreland County Prison, Juvenile & Adult Probation, Park Police and Sheriff Departments," (Bid 14-29),** for the term August 19, 2014 through August 13, 2015, with option to extend the contract for two additional one-year terms at the same price upon mutual written consent of both parties, were opened on August 5, 2014:

CR Testing LLC

Test	**Unit Cost**	**Number of Tests**	**Total Cost**
Oral Fluid Collection (per test)	$83.00	428	$35,524.00
Oral Fluid Collection w/confirmation (per positive test)	$50.00	2	$100.00
Optional Test for Blood (per test)	$75.00	2	$150.00
Optional Test for Urine (per test)	$75.00	2	$150.00
Grand Total			**$35,924.00**

Award bid to CR Testing LLC, North Huntingdon, PA in the estimated amount of **$35,924.00**

Upon review and recommendation of R. Mark Gesalman, County Solicitor and David Ridilla, Executive Director, motion was made by Mr. Courtney, seconded by Mr. Kopas and unanimously agreed to approve the following for **Information Systems:**

(A) Record Access Agreements for computer terminal access to Courthouse records as per fee schedule, commencing according to the date specified in each agreement and ending on November 30, 2014, with automatic renewal, with the following and authorize the Executive Director of Information Systems to execute contract documents on behalf of the county:

1) Catalina Structured Funding, LaCrescenta, CA

(B) Renewal of maintenance agreement contracts with **KRONOS INCORPORATED**, Chelmsford, MA. The maintenance agreement contracts are for the iSeries Timekeeper/AS-2500 Employees software in the amount of **$2,415.97** for a period of one year from September 27, 2014 through September 26, 2015, and for a hardware maintenance agreement covering 14 Biometric Time Clock in the amount of **$6,056.82** for the same one year period. Total cost is $**8,472.79**.

Upon review and recommendation of R. Mark Gesalman, County Solicitor, Adeline Beighley, Director and Meghan McCandless, Assistant Director of Financial Administration was made by Mr. Kopas, seconded by Mr. Courtney and unanimously agreed to approve the following item for **Juvenile Probation:**

(A) Renewal of Professional Services Agreement with **PREMIER HEALTH SOLUTIONS,** Greensburg, PA **(Act 148, Medical Assistance, County)** for **"DBT, Psychotherapy,"** for the fiscal year July 1, 2014 through June 30, 2015, at the following rates:

$68.24/hour for **Psychiatric Diagnostic Evaluation**
$68.24/hour for **Psychiatric Diagnostic Evaluation for DBT Group**
$68.25/hour for **Individual Psychotherapy**
$15.76/hour for **Group Therapy Substance and DBT**
$52.52/hour for **Family Therapy**
$105.00/hour for **Court Testimony**
$6.00/6 minutes for **Telephone Calls**
$68.25/hour for **No Shows**
$5.00/6 minutes for **Paperwork**
$100.00/hour for **Attendance at Meetings**

Upon review and recommendation of R. Mark Gesalman, County Solicitor and Jason Rigone, Director, motion was made by Mr. Courtney, seconded by Mr. Kopas and unanimously agreed to approve the following for **Planning:**

(A) Agreement and Right-of-Way with the **ROSTRAVER TOWNSHIP SEWAGE AUTHORITY** for the purpose of installing and maintaining sanitary sewers for the Magisterial District Court 10-2-06 project.

(B) Satisfaction of Mortgages on properties owned by the following homeowners, dated as follows:

1) Elizabeth J. Onoffrey, September 7, 2005
2) Donald V. Rice & Sharon E. Johnson, December 31, 2005
3) Julia A. Pickett, July 29, 2005
4) Robert D. Pologruto & Linda K. Pologruto, August 9, 2005
5) Edward C. Anderson, September 14, 2005

Federal funds from the American Dream Down payment Initiative (ADDI) were originally provided to help eligible homebuyers with down payment and closing costs assistance to purchase a home. Owners met the period of affordability that requires the homeowners to occupy the property purchased as their primary residence for a period of five (5) years. There will be no cost to the county.

(C) A Subrecipient Agreement. Funding is provided by the U.S. Department of Housing and Urban Development (HUD) through its Community Development Block Grant (CDBG) Program. There will be no cost to the County.

ACTIVITY CODE	SUBRECIPIENT	ACTIVITY DESCRIPTION	ACTION TAKEN
14-24A	Mt. Pleasant Township	Storm Water Facilities	$209,000.00

(D) Subrecipient Agreement with the Westmoreland County Housing Authority that allocates $91,010.00 in 2014 Emergency Solutions Grants (ESG) Program funding from the U.S. Department of Housing and Urban Development for rapid re-housing assistance to homeless persons and persons in domestic violence shelters. The funding will help to secure safe, affordable housing. The required match will be provided by the Westmoreland County Housing Authority. There is no cost to the County.

(E) Grant Agreements between Westmoreland County and the following Sub-Grantees for the provision of services under the County's Emergency Solutions Grants Program (ESG) for Fiscal Year 2014. The purpose of the grants is to provide certain homeless assistance activities to persons living in the County. The following is a list of the Sub-Grantees and the amount of ESG funds to be awarded:

Alle-Kiski Area Hope Center	**$15,000.00**
Westmoreland County Housing Authority	**$30,000.00**
Union Mission of Latrobe	**$30,000.00**
Blackburn Center, Inc.	**$35,000.00**
Connect, Inc.	**$75,868.00**

Upon review and recommendation of R. Mark Gesalman, County Solicitor and Roland Mertz, Director and was made by Mr. Kopas, seconded by Mr. Courtney and unanimously agreed to approve the following item for the **Public Safety:**

(A) Emergency Management Performance Grant Agreement with **PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY** in the amount of **$58,999.00 (PEMA Grant is 100%; No cost to Westmoreland County),** for **"Support Personnel Salaries and Benefits,"** for the grant period of October 1, 2013 through September 30, 2014.

Upon review and recommendation of R. Mark Gesalman, County Solicitor, Greg McCloskey, Director, Brandon Simpson, Program Coordinator (items C & D), Jeff Richards, Parks Planning Coordinator (item E) and Henry Fitz, County Engineer (item F) motion was made by Mr. Courtney, seconded by Mr. Kopas and unanimously agreed to approve the following items for the **Public Works:**

(A) Agreement with **WESTMORELAND COUNTY BLIND ASSOCIATION** for the term November 1, 2014 through December 31, 2015, in the amount of **$400.00/month** with the number of pick up locations increasing from four to five.

(B) Change Order #6 to Agreement with **ARCON CONTRACTING,** dated July 25, 2013 in the amount of **$70,252.00 additional** (site grading, drainage, paving and relocation of encountered utility service lines) **(Total Agreement $906,900.32)** for **"Forensic Center-General" (Bid 13-21).**

(C) Memorandum of Agreement with **WESTMORELAND COUNTY ARTS & HERITAGE BOARD OF DIRECTORS** for Park Police and Park Maintenance personnel for the 2013, 2014 and 2015 Westmoreland County Arts & Heritage Festival held annually at Twin Lakes Park.

(D) Lease Agreement with Todd Trice to rent the residence at Mammoth Park for a term of one year (1) year commencing on September 1, 2014, and continuing through August 31, 2015 with an automatic renewal option for an additional year until August 31, 2016, in the sum of $4,800.00 per year, payable in installments of $400.00 per month, payable without demand, in advance on or prior to the first day of each calendar month of the lease term. The first month rent will be waived in the event lessee makes repairs to the premises.

(E) Stormwater Best Practices Operations and Maintenance Agreement, Memorandum of Agreement and Blanket Land Disturbance Permit Bond with Hempfield Township as a requirement by Hempfield Township's Site Plan Approval issued to the County on June 23, 2014 for the Twin Lakes Park Expansion-Phase III. Final language of all agreements is subject to approval by the County Solicitor.

(F) Bids for **"Bituminous Surface Treatment and Bituminous Seal Coat of Access Roads and Parking Areas at Cedar Creek Park (Bid 14-26)"** were opened on July 15, 2014:

Russell Standard Corp.	$159,589.59
Sciarretti Asphalt Paving Co.	$254,728.65

Reject all bids, as they exceeded the budgeted amount for this project.

(G) Bids for **"HVAC Upgrades at 911," (Bid 14-28)** were opened on July 22, 2014:

Bidder	Prime Trade	Bid Amount	Deduct Alternate 1	Deduct Alternate 1A	Deduct Alternate 2	Deduct Alternate 3	Deduct Alternate 4
Huckestein Mechanical Services	**Combined Prime**	$855,943.00	($192,000.00)	($82,250.00)	($176,645.00)	($34,490.00)	($11,600.00)
No Bidders	**General Contractor**						
Whitby Inc	**Plumbing**	$67,450.00	($7,000.00)	$0	($800.00)	($800.00)	($2,000.00)
Merit Electrical Group	**Electrical**	$47,400.00	($2,870.00)	($1,270.00)	($7,690.00)	($4,440.00)	($200.00)
Schulteis Electric	**Electrical**	$60,970.00	($7,355.00)	($3,815.00)	($10,820.00)	($9100.00)	($1.00)
ABC Electrical Contractors Inc	**Electrical**	$120,911.00	($13,900.00)	($5,681.00)	($30,500.00)	($12,500.00)	($2,000.00)
Marc Service Inc	**Mechanical (HVAC)**	$582,500.00	($94,449.00)	($78,966.00)	($83,291.00)	($11,140.00)	($2,500.00)
Reno Bros.	**Mechanical (HVAC)**	$694,155.00	($90,449.00)	($59,680.00)	($118,875.00)	($22,255.00)	($18,360.00)

The bids were requested on both combined and trade basis, individual bids were received for Plumbing, Electrical and Mechanical but no individual bids were received for General Contracting, and only one combined bid was submitted therefore; Reject all bids because of budgetary concerns.

Upon review and recommendation of R. Mark Gesalman, County Solicitor and Lucy Yakulis, Director and was made by Mr. Kopas, seconded by Mr. Courtney and unanimously agreed to approve the following items for the **Records Management:**

(A) Bids for **"Shelving for Westmoreland County Records Storage," (Bid 14-27)** were opened on July 12, 2014:

Bidder	Shelving + Delivery	Installation	Total
R.P. Crawford Co. Inc.	$18,488.00	$3,720.00	$22,208.00
W.B. Mason	$17,800.00	$4,600.00	$22,400.00
Alpha-Omega Shelving, Inc.	$21,900.00	$3,360.00	$25,260.00
Avail Business Systems, Inc.	$25,453.00	$2,000.00	$27,453.00

Award bid to **R.P. Crawford Co. Inc.,** McMurray, PA in the amount of **$22,208.00** (This project is funded through the Records Improvement Fund)

Upon review and recommendation of R. Mark Gesalman, County Solicitor and Charles C. Rhoads, Administrator motion was made by Mr. Kopas, seconded by Mr. Courtney and unanimously agreed to approve the following item for the **Westmoreland Manor:**

(A) Exercise option to renew Agreement with **NAVEX GLOBAL,** (successor to PolicyTechnologies) approved August 28, 2008 in the amount of **$1,513.00** for **maintenance of Westmoreland Manor Policy Software,** for the term August 28, 2014 through August 27, 2015.

(B) Amendment to extend Agreement with **MUTUAL AID AMBULANCE,** dated April 25, 2013 for an additional one year term effective April 1, 2014 through March 31, 2015 at the same terms and conditions and rates.

(C) Memorandum of Agreement with **LIVANTA, LLC** Annapolis Junction, MD, to review medical services provided to Medicare beneficiaries in the State of Pennsylvania to determine whether services delivered to these beneficiaries meet medically acceptable standards of care, are medically necessary, and are delivered in the most appropriate setting. This is necessary to comply with 42 CFR 489.53 (a) (1) provision for certification for Medicare payment. The agreement is effective from August 1, 2014 until Livanta is no longer under agreement with Centers for Medicare and Medicaid Services or the County terminates the Agreement without cause with 60 day prior written notice.

Upon review and recommendation of R. Mark Gesalman, County Solicitor motion was made by Mr. Kopas, seconded by Mr. Courtney and unanimously agreed to approve the following item for the **Westmoreland County:**

(A) **Resolution (#R-17-2014)** approving the Ninth Supplemental Service Agreement with **WESTMORELAND COUNTY AIRPORT AUTHORITY** and authorizing and directing County officials to execute and deliver the same on behalf of the County Of Westmoreland.

COUNTY OF WESTMORELAND, PENNSYLVANIA

RESOLUTION NO. 17 OF 2014

A RESOLUTION APPROVING THE NINTH SUPPLEMENTAL SERVICE AGREEMENT AND AUTHORIZING AND DIRECTING CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE SAME ON BEHALF OF THE COUNTY OF WESTMORELAND.

BE IT RESOLVED AND ADOPTED by the Board of Commissioners of the County of Westmoreland, Pennsylvania, as follows:

SECTION 1. The Ninth Supplemental Service Agreement, dated as of September 1, 2014, between the County of Westmoreland and the Westmoreland County Airport Authority, in the form submitted to this meeting, be and it hereby is approved on behalf of the County, and the Chairman or Vice Chairman of the Board of Commissioners of Westmoreland County is hereby authorized and directed to execute, and the Chief Clerk is hereby authorized and directed at the time of such execution to affix the seal of the County to, and to attest the same on, and to deliver to the Authority, said Ninth Supplemental Service Agreement. The Ninth Supplemental Service Agreement so to be executed and delivered shall be substantially in the form presented to the Board of Commissioners at the final adoption of this Resolution, and is hereby approved and ordered filed with the permanent records of the County, with such insubstantial changes therein as the County officers executing the same shall approve, such approval to be conclusively evidenced by their execution and delivery thereof.

SECTION 2. The proper officers of the County are hereby authorized and directed to take all other actions and do any and all other things which are necessary or convenient to fulfill the County's obligation in connection with the execution and delivery of, and the performance by the County under, the Ninth Supplemental Service Agreement and this Resolution.

SECTION 3. All resolutions or parts of resolutions of the County which are inconsistent with this Resolution are repealed hereby to the extent of such inconsistency.

SECTION 4. The invalidity of any part of this Resolution shall not affect the validity of any other part of this Resolution.

RESOLVED AND ADOPTED by the Board of Commissioners of Westmoreland County, Pennsylvania, on this 14th day of August, 2014.

(B) **Ordinance (#ORD-2-2014)** (i) authorizing the incurring of lease rental debt and providing for the additional requirements of the Local Government Unit Debt Act, requisite to the County executing and delivering a 2014 Guaranty Agreement with respect to the payment of debt service relating to Westmoreland County Airport Authority Guaranteed Airport Revenue Bonds, Refunding Series of 2014;(ii) approving said 2014 Guaranty Agreement and authorizing and directing certain County officials to execute and deliver the same on behalf of the County; and (iii) authorizing and directing the County Treasurer to pay the amounts if, as and when due and payable by the County under said 2014 Guaranty Agreement, establishing a sinking fund there for, and setting forth the County's covenant to pay said bonds in accordance with the terms of said 2014 Guaranty Agreement.

COUNTY OF WESTMORELAND, PENNSYLVANIA

GUARANTYORDINANCE

ORDINANCE NO 20F 2014

AN ORDINANCE (i) AUTHORIZING THE INCURRING OF LEASE RENTAL DEBT AND PROVIDING FOR THE ADDITIONAL REQUIREMENTS OF THE LOCAL GOVERNMENT UNIT DEBT ACT, REQUISITE TO THE COUNTY EXECUTING AND DELIVERING A 2014GUARANTY AGREEMENT WITH RESPECT TO THE PAYMENT OF DEBT SERVICE RELATING TO WESTMORELAND COUNTY AIRPORT AUTHORITY, GUARANTEED AIRPORT REVENUE BONDS, REFUNDING SERIES OF 2014; (ii) APPROVING SAID 2014 GUARANTY AGREEMENT AND AUTHORIZING AND DIRECTING CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE SAME ON BEHALF OF THE COUNTY; AND (iii) AUTHORIZING AND DIRECTING THE COUNTY TREASURER TO PAY THE AMOUNTS IF,AS AND WHEN DUE AND PAYABLE BY THE COUNTY UNDER SAID 2014 GUARANTY AGREEMENT, ESTABLISHING A SINKING FUND THEREFOR, AND SETTING FORTH THE COUNTY'S COVENANT TO PAYS AID BONDS IN ACCORDANCE WITH THE TERMS OF SAID 2014 GUARANTY AGREEMENT.

BE IT ORDAINED AND ENACTED by the Board of Commissioners of the County of Westmoreland, Pennsylvania; and it is here by ordained and enacted by the authority of the same as follows:

SECTION 1. The County hereby determines to incur lease rental debt (not excluded), as deemed in the Local Government Unit Debt Act, Part VII of Act177 of 1996, approved December 19, 1996, as amended (the "Act"), by the execution and delivery of a 2014 Guaranty Agreement (the "2014 Guaranty Agreement"), to be dated as of September 1, 2014, for reference purposes only, with the Westmoreland County Airport Authority (the "Authority"), where under the County guarantees to the Authority, its successors and assigns, to pay moneys sufficient to pay the principal of and interest on the Authority's Guaranteed Airport Revenue Bonds, Series of 2014 (the "Series of 2014 Bonds"), up to and not to exceed a maximum principal amount of $4,500,000,in the maximum not to exceed principal amounts and interest rates as set forth in the Maximum Not To Exceed Debt Service Schedule reflected in Exhibit "A" attached, but only to the extent principal and interest there on are not paid by the Authority as and when the same become due and payable as set forth in the Series of 2014 Bonds. The Series of 2014 Bonds are to be issued by the Authority under and pursuant to a Trust Indenture (the "Indenture"), dated as of August 30, 1979, as amended and supplemented by the Ninth Supplemental Indenture, dated as of September 1, 2014, for reference purposes only, by and between the Authority and Manufacturers and Traders Trust Company, as trustee, in order for the Authority to provide for the Capital Project (referred to as the "Project"). The useful life of the underlying assets of the Project is determined to be at least equal to the last maturity of the Series of 2024 Bonds 9/1/2029 which is approximately 15 years.

As referenced above, the maximum not to exceed annual debt service requirements in respect of the Series of 2014 Bonds are set forth on "Exhibit A" with the actual debt service for the Series of 2014 Bonds subsequently, here to fore to be determined by the Bond Purchase Agreement entered by the Authority and its Underwriters for said bonds (subject to the maximum not to exceed parameters and limitations established here under). The 2014 Guaranty Agreement is intended to be a contract of surety ship and is intended to inure to the benefit of the Registered Owners of all Series of 2014 Bonds outstanding under the Indenture. The Authority intends to finance and fund the Project by the issuance of its Guaranteed Airport Revenue Bonds, Series of 2014, with a maximum not to exceed principal amount of $4,500,000, with said Bonds being guaranteed under the provisions of the 2014 Guaranty Agreement. The Chairman or Vice Chairman of the Board of Commissioners and the Chief Clerk of the County are hereby authorized and directed to prepare, certify and file the Debt Statement of the County as provided for in the Local Government Unit Debt Act; and the Chairman or Vice Chairman of the Board of Commissioners and the Chief Clerk of the County are authorized and directed to prepare the Borrowing Base Certificate of the County as required by said Act; and the Chief Clerk of the County is authorized and directed to file with the Department of Community and Economic Development a copy of the proceedings with respect to the incurring of such Lease Rental Debt evidenced by the 2014 Guaranty Agreement as provided in said Act; and the County is authorized and directed to pay or cause to be paid any required filing fees under said Act.

SECTION 2. The Authority will continue to operate and maintain the Airport Properties for the County at least during the term the Series of 2014 Bonds are outstanding.

SECTION3. The 2014 Guaranty Agreement, in the form submitted to this meeting, and hereby ordered filed with the Minutes of this meeting, be and it hereby is approved. The Chairman or Vice Chairman of the Board of Commissioners, on behalf of the County, is hereby authorized and directed, at any time after the enactment, final passage and effective date of this Ordinance and the approval by the Department of Community and Economic Development of the proceedings with respect to the incurring of such Lease Rental Debt of the County, to execute the 2014 Guaranty Agreement, and the Chief Clerk of the County is hereby authorized and directed then to affix the seal of the County to the 2014 Guaranty Agreement, and to attest the same on the 2014 Guaranty Agreement, and to deliver to the same to the Authority. Said 2014 Guaranty Agreement provides that the County guarantees to pay to the Trustee, as the assignee of the Authority, in the event of the Authority's failure to pay the same, as and when due, up to the maximum not to exceed principal and interest on the Series of 2014 Bonds, as reflected, in the Maximum Not To Exceed Debt Service Schedule as set forth in Exhibit "A" hereof, including the actual principal of and the interest on said Series of 2014 Bonds of the Authority, as and when the bonds become due and payable.

SECTION 4. There is hereby created and established, to be used if, as and when needed, a separate fund, to be known as the 2014 Guaranty Agreement Sinking Fund; and the County Treasurer is hereby authorized and directed (a) to advance and depositor cause to be advanced and deposited to the credit of said Sinking Fund the funds required to be so deposited by the provisions of the 2014 Guaranty Agreement, and (b) to pay to the Authority, its successors or assigns (including the Trustee under the Indenture),as the holder of the 2014Guaranty Agreement, the principal of and the interest on the Series of 2014 Bonds, as and when due and not paid by the Authority, as provided in the 2014 Guaranty Agreement, all in accordance with the terms of said 2014 Guaranty Agreement and the provisions of the Series of 2014 Bonds. The County covenants with the owners from time to time of the Series of 2014 Bonds that the County (i) shall budget for up to and not to exceed the maximum principal and interest thereon on the bonds as set forth in Exhibit "A" hereto, for each fiscal year in which such sums are payable, in the County's budget for such year, (ii) shall appropriate such actual amounts from its general or specially pledged revenues, as the case may be, for the payment of the actual debt service on the Seriesof2014Bonds,asdeterminedby the Bond Purchase Agreement of the Authority, and (iii) if the Authority fails to do so, shall duly and punctually pay or cause to be paid from the Sinking Fund or any other of the County's revenues or funds the principal of and interest on every such Series of 2014 Bond at the dates and places and in the manner stated in the Series of 2014 Bonds according to the true intent and meaning thereof. For such budgeting, appropriation and payment the County pledges its full faith, credit and taxing power. The County's covenants made herein shall be specifically enforceable.

SECTION 5. The proper officers of the County are hereby authorized and directed to take all other actions and do all other things which are necessary or convenient for the performance by the County of its obligations under the 2014 Guaranty Agreement and this Ordinance.

SECTION 6. The Board of Commissioners of the County of Westmoreland hereby f urther authorizes and directs that the Westmoreland County Airport Authority shall commence and complete its Project, through the issuance of said Guaranteed Airport Revenue Bonds, Series of 2014, with said Bonds being secured by said 2014 Guaranty Agreement approved hereunder.

SECTION 7. The Board of Commissioners of the County of Westmoreland, together with the Board of the Westmoreland County Airport Authority, has previously considered and determined that under the present market conditions it is in the best financial interests of the County and the Authority that said Guaranteed Airport Revenue Bonds, Series of 2014, of the Authority, be sold by said Authority at a private sale by negotiation with PNC Capital Markets LLC, the Managing Underwriters for said Authority's Bonds.

SECTION 8. The County hereby determines that the Authority's Preliminary Official Statement, in respect of the Series of 2014 Bonds, is deemed final for the purposes of Securities and ExchangeCommissionRule15c2-12.

SECTION 9. All ordinances and resolutions or parts of ordinances and resolutions which are inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 10. The invalidity of any part of this Ordinance shall not affect the validity of any other part of this Ordinance.

SECTION 11. This Ordinance is to be effective five (5) days after its enactment and its second and final advertisement.

Upon review and recommendation of R. Mark Gesalman, County Solicitor motion was made by Mr. Courtney, seconded by Mr. Anderson, and passes with majority vote by Commissioner Courtney and Commissioner Anderson with Commissioner Kopas voting no to the following item for the **Westmoreland County:**

(C) Employment Separation and General Release Agreement with a County Employee.

Upon review and recommendation of R. Mark Gesalman, County Solicitor motion was made by Mr. Kopas, seconded by Mr. Courtney and unanimously agreed to approve the following item for the **Westmoreland County:**

(D) **Exoneration** of County taxes, interest, penalties and Tax Claim Bureau Fees on properties owned by the **CITY OF ARNOLD,** as follows:

Tax Map No. 02-02-03-0-087 (1998, 1999, 2001)
Tax Map No. 02-02-03-0-113 (2013)
Tax Map No. 02-02-07-0-408 (2001)
Tax Map No. 02-02-07-0-121 (2001)
Tax Map No. 02-02-07-0-875 (2009, 2010, 2011)
Tax Map No. 02-02-07-0-059 (2012)
Tax Map No. 02-02-03-0-081 (2011, 2012)

Exonerations have been granted by the City of Arnold and the New Kensington-Arnold School District.

Upon review and recommendation of R. Mark Gesalman, County Solicitor, Alan Blahovec, Interim Executive Director and Meghan McCandless, Assistant Director of Financial Administration motion was made by Mr. Courtney, seconded by Mr. Kopas and unanimously agreed to approve the following item for the **Westmoreland County Transit Authority:**

(A) Agreement with the **WESTMORELAND COUNTY TRANSIT AUTHORITY**, for the **Department of Public Welfare Medical Assistance Transportation Program**, designating the Authority as Program Administering Agency for Fiscal Year July 1, 2014 to June 30, 2015. The County agrees to apply to the Department of Public Welfare for a Medical Assistance Transportation Grant, and to make such grant funds available to the Authority to provide transportation services through contracts with private transportation providers.

(B) Medical Assistance Transportation Program Participation Agreement & Assurance of Compliance with the Commonwealth of Pennsylvania Department of Public Welfare Office of Medical Assistance Programs Bureau of Managed Care Operations, for providing non-emergency medical transportation services to eligible Medical Assistance recipients, for fiscal year July 1, 2014 through June 30, 2015, and authorizing Alan Blahovec, Interim Executive Director of the Westmoreland County Transit Authority to submit the MATP quarterly reports to the Department of Public Welfare.

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Upon review and recommendation of R. Mark Gesalman, County Solicitor motion was made by Mr. Kopas, seconded by Mr. Courtney and unanimously agreed to approve the following items of **Miscellaneous Business:**

(1) Amendments to the **2014 Budget** for the Department of Financial Administration; Recommended by Meghan McCandless, Assistant Director of Financial Administration

(2) Appointment of Mr. Sam Scanlon to the Westmoreland County Airport Authority through January 1, 2019.

(3) Appointment of Mr. Paul Puleo to the Westmoreland County Airport Authority through January 1, 2016.

(4) **PROCLAMATION**

"Commissioner for a Day – Dominic DeRiso"

(5) **CERTIFICATES OF SPECIAL RECOGNITION**

For receipt of the Award for Outstanding Achievement in Popular Annual Financial reporting and Certificate of Achievement for the Comprehensive Annual Financial Reporting for the fiscal year ended December 31, 2012

Amy Bayura
Frank Ruby
Kathy Tempo
Lois Hilliard
Ben Terhorst
Angela Weber
Rege Garris
Debbie Celesnik
Ray Levay

(6) **CERTIFICATES OF SERVICE**

30 Years
Lisa Thompson

25 Years
Bonnie Hyrczyk

20 Years
Heidi Gurksnis
Jeffrey Giordan
Deborah Sikora
Joseph Cuneo
James Ross
Lisa Steimer
Christopher Huffman

15 Years
Vincent Izzo
Deborah Baughman
Susanne Gramlich
Linda Stough

10 Years
Lori Thomas
Sharon Derr
Zane Lakin
Terry Piper
Barbara Myers
Troy Sweitzer

Motion was made by Mr. Kopas and seconded by Mr. Courtney, and it was unanimously agreed to adjourn the meeting at 10:36AM.

Certified by,

Ted Kopas
Secretary