

April 4, 2019

A meeting of the Westmoreland County Commissioners met in regular session beginning at 10:05am on Thursday, April 4, 2019 in the Commissioners Public Meeting Room, Courthouse Square, Greensburg, PA. The following were present Chairman Gina Cerilli, Vice-Chairman Ted Kopas, Secretary Charles W. Anderson and County Solicitor Melissa A. Guiddy. The following business was conducted;

Major Earnest Fullwood, Greensburg Salvation Army gave an invocation before the meeting and Commissioner Cerilli led the Pledge of Allegiance Jeannette

Industrial Development Corporation Meeting

General Agenda

Motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve minutes of regular meeting held March 14, 2019, including reconvened session on March 28, 2019, as presented

Special Presentation – Addie Beighley

Certificate of Special Recognition

Coroner's Office - Deputy Coroner Jonathon Jenkins Honored for Life-Saving Measures

Opportunity for Public Comment

Diana Faulk – Norwin Public Library, came today to say thank you for the support of the commissioners; Norwin Public Library serves 200 people a day, 7 days a week; she hopes that everyone visits their library, especially next week as it is National Public Library Week

the following individuals spoke about fracking around the Beaver Run Reservoir, some distributed hand outs

Jack Milburn, Ligonier – states that solar and wind have made strong advances but here we remain support of easy profits and low costs as drilling invades the county; he goes on to say that there is no monitoring of air and that the county is woefully unprepared, that the whole state is unprepared; he states that you have the first responders to do the work and they need support and funding; he asks where is the leadership from the county and asks what does it take for you to realize the risk; he asks for a meaningful pledge to not work for the gas industry, he asks for your support, funding and leadership

John Atherton, Greensburg – states that with fracking they are not innocent until proven guilty, with fracking presume they are guilty until proven innocent; he states that it is your responsibility to protect us; he goes on to say that you appoint the MAWC board and should ask them to ask the questions; he says that it never should've started and needs to stop under Beaver Run Reservoir

Lisa, Harrison City – she begins, that the number of conventional wells concern her personally because of her location, because of undermining; she states that she was recommended to, by the state, to get mine subsidence insurance; she goes on to say that more studies must be done to determine the impact of undermining and fracking

Individual from Trafford – in reference to Beaver Run – if contaminated water was in private wells, it most likely also in the reservoir; he states that there is need to ask CNX to stop, that this is unsafe, this is our drinking water; he states that you need to be on record asking them to stop

Cynthia Walter, Hempfield Township – states that the board of commissioners appoints the MAWC board and that you must act now to stop fracking at Beaver Run; she states that you should be concerned as no one knows the fate of the Shaw well area and that CNX referred to it as an “isolated case”; she goes on to say that 20 of the 52 wells at the reservoir are ready to fail; 130,000 people use Beaver Run for drinking water; she asks how much more do they want to do; she states that you have ask now for them to stop and to ask the DEP to investigate all 13 accidents

Joann Caffrey, South Greensburg – she states that she supports the educated individuals that spoke; she states that we have a sacred infrastructure and a creative and strong community; she asks to consider the byproducts of fracking and to clean up coal mine drainage; when you can’t breathe and can’t drink what good is it

Joann, Trafford – she shares a document; “13 Pollution Incidents at Our Reservoir in 8 years” – she asks the board to advocate for us and our right to clean air; she states that you should ask CNX to stop drilling around our reservoir until a DEP review is done

Patricia Emmy, Penn Township – she speaks about a recent poll regarding how to get young people to stay in Westmoreland County and she thought it was a very worthwhile study, she says, with fracking she wonders why anyone would want to move into Westmoreland County; she states that she is concerned about our children

Marica Irr (on behalf of her husband, Dr. Larry Irr), Trafford – she shares a document; “Beaver Run Fracking Concerns of Dr. Lawrence G. Irr” – she states that he has 40 years’ experience as an industrial chemist; she says that when talking about accidents on sites overworked or inexperienced workers should be considered; she goes on to say that a toxic brine can leak into the ground; she said that this leads to concerns

Ashely Funk, Jones Mills – she states that a number of people touched on the points she intended to make; she states that she is the young person that came back to the area; she is a trained engineer; she states that the tiny amount of radium is allowed; it acts as calcium in the body and can lead to bone cancer; it takes week to determine if you have been exposed; she states that she has been trying to buy a home but doesn’t want public water; she asks them to stop the drilling at Beaver Run

Solicitors Report

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Sharon Bold, Chief Probation, motion was made by Mr. Kopas, seconded by Mr. Anderson and it was unanimously agreed to approve the following item for **Adult Probation:**

- (A) Agreement with **Coverall Cleaning Concepts**, for a two year period, June 25, 2019 through June 25, 2021, for general cleaning services at the Monessen Sub-Office in the amount of **\$125.00/month (\$1,500.00 annually)**

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Kate Johnson, Director and the Department of Financial Administration, motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve the following item for **Area Agency on Aging:**

- (A) Agreement with **Ramada Hotel & Conference Center**, for “**Health & Education Expo,**” on October 23, 2019 in an amount not to exceed **\$10,000.00** (No Cost to Westmoreland County, Caregiver Support Program)
- (B) Renewal of the Charitable Organization Application for the Westmoreland County Area Agency on Aging; Required by the Commonwealth of Pennsylvania due to solicitation of donations, for the fiscal year ending June 30, 2018
- (C) Professional Services Agreement with **Brenda K. Nicholas** to provide Ombudsman Services from April 1, 2019 to December 31, 2020 at the rate of \$115.00 for annual site visit review and \$20.00 per hour for each complaint investigation.
- (D) Amendments to the following Agreements, for the term July 1, 2018 through June 30, 2019:
 - (1) **Westmoreland County Community College**, dated July 12, 2018 in the amount of **\$14,482.00 additional** (New Total Agreement \$80,264.00; Pennsylvania Department of Aging Block Grant, No Cost to Westmoreland County) for “**Aging Services-Apprise State Health Insurance Counseling & Telecenter**”
 - (2) **Westmoreland Community Action**, dated June 21, 2018 in the amount of **\$12,540.00 additional** (New Total Agreement \$109,349.00; 50% State, 50% Federal, No Cost to Westmoreland County) for “**Aging Services-Link to Aging & Disability Resources**”

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Dirk Matson Director and the Department of Financial Administration, motion was made by Mr. Kopas, seconded by Mr. Anderson and it was unanimously agreed to approve the following items for **Behavioral Health & Developmental Services:**

- Behavioral Health & Developmental Services:**
- (A) Amendment to Agreement with **Westmoreland Casemanagement & Supports, Inc.**, dated July 12, 2018 in the amount of **\$41,064.00 additional** (DHS \$36,958.00, County \$4,106.00; New Total Agreement \$569,168.00) for **“Early Intervention: Service Coordination (Plan, Preplan/Tracking), Training,”** for the term July 1, 2017 through June 30, 2018
 - (B) Amendments to Agreements for the term July 1, 2018 through June 30, 2019:
 - (1) **Westmoreland Casemanagement & Supports, Inc.**, dated July 12, 2018 in the amount of **\$92,325.00 additional** (DHS \$83,093.00, County \$9,232.00; New Total Agreement \$570,316.00) for **“Early Intervention: Service Coordination (Plan, Preplan/Tracking), Training”**
 - (2) **Threshold, Inc.**, dated June 21, 2018 in the amount of **\$100,368.00 additional** (DHS \$95,607.00, County \$4,761.00; New Total Agreement \$1,585,372.00) for **“Behavioral Health: Short Term Residential (Partial Care, OTO), Long Term Care Residential (Full Care), Supportive Housing, Supported Living (CHIPPS)”**
 - (3) **Westmoreland Casemanagement & Supports, Inc.**, dated July 12, 2018 in the amount of **\$139,663.00** (DHS \$134,311.00, County \$5,352.00; New Total Agreement \$3,857,922.00) for **“Behavioral Health/Intellectual Disabilities: Various Services”**
 - (4) **Westmoreland Human Opportunities, Inc. d/b/a Westmoreland Community Action**, dated June 21, 2018 in the amount of **\$20,792.00 additional** (DHS \$19,806.00, County \$986.00; New Total Agreement \$590,508.00) for **“Behavioral Health: Crisis Phone, Mobile Crisis (Team, Individual), Support Housing (New Foundations, OTO), DCORT/On Call Services”**
 - (5) **Paula Teacher & Associates, Inc.**, dated June 21, 2018 in the amount of **\$162,587.00 additional** (DHS \$154,874.00, County \$7,713.00; New Total Agreement \$1,683,990.00) for **“Behavioral Health/Intellectual Services: Mobile Psych Rehab, Community Participation Support, In-Home & Community Supports, Supported Employ Job Coaching and Support, CS (Torrance, Maps, OTO), Social Rehab Services, Supported Living ENH Pers Care Home”**

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Shara Saveikis, Administrator and the Department of Financial Administration (item A), motion was made by Mr. Kopas, seconded by Mr. Anderson and it was unanimously agreed to approve the following items for **Children's Bureau**:

- (A) Agreements for the term July 1, 2018 through June 30, 2019:
 - (1) **Bethesda Children's Home, (Title IV-E, Act 148, County), for "Group Home, Shelter, Transitional Living, Intensive Unit,"** at the following per diem rates:
 - \$197.90 for Intensive Service Unit**
 - \$161.44 for Group Home**
 - \$137.46 for Transitional Living**
 - \$181.15 for Shelter**
 - \$36.21 for Additional Shelter cost for additional Diagnostic**
 - \$258.47 for Unit C-Mother/Expectant Mother**
 - \$41.14 for Unit C-Baby Only**
 - \$299.64 for Unit C-Mother & Baby**
 - (2) **Auberle, (Title IV-E, Act 148, County) for "Foster Care, Group Home, Shelter,"** at the following per diem rates:
 - \$57.85 for Family Foster Care**
 - \$168.00 for Group Home GOAL Hartman Street**
 - \$187.00 for Gate/Bloom**
 - \$203.60 for Hartman Male Shelter**
 - (3) **Pathways Adolescent Center, (Title IV-E, Act 148, County) for "Residential,"** at the following per diem rates:
 - \$140.00 for Boys Residential Community Based**
 - \$145.00 for Girls Residential Community Based**
 - \$135.00 for Boys Supervised Transitional Living**
 - \$185.00 for Girls Supervised Transitional Living**
- (B) Business Associate Agreement with The Trustees of the University of Pennsylvania
- (C) Data Transfer and Use Agreement with The Trustees of the University of Pennsylvania, in connection with a research study with the Field Center Child Fatality Research Team

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Jeffrey Balzer, Controller, motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve the following items for the **Controller**:

- (A) Letter of Agreement with **Korn Ferry Hay Group, Inc.** to assist with the 2019 OPEB Valuation of the Postretirement Benefit Plan at a cost of **\$10,000.00** for the GASB Valuation, any cost allocation in excess of 2 will be billed at \$1,000.00 per evaluation
- (B) Letter of Engagement with **Zelenkofske Axelrod LLC**, for external audit services for the year ended December 31, 2018, in an amount not to exceed \$182,170.00, including expenses for the annual County Audit and \$7,450.00 including expenses for the Children & Youth Audit

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, John Peck, District Attorney, Amy Garris Victim/Witness Coordinator and Department of Financial Administration motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve the following items for **District Attorney-Victim/Witness:**

- (A) Acceptance of Grant Funds from **Pennsylvania Commission on Crime & Delinquency**, in the amount of **\$528,416.00** for the project period January 1, 2019 through December 31, 2020 for **“Victim Witness Project,”** divided as follow; 2018 VS in the amount of \$438,476.00 for the term January 1, 2019 through December 31,2020; 2018 VJ in the amount of \$22,485.00 for the term January 1, 2019 through June 30, 2019; 2019 VJ in the amount of \$44,970.00 for the term July 1, 2019 through June 30, 2020 and 2020VJ in the amount of \$22,485.00 for the term July 1, 2020 through December 31, 2020
- (B) Acceptance of Grant Funds from **Pennsylvania Commission on Crime & Delinquency**, in the amount of **\$250,000.00** for the project period January 1, 2019 through December 31, 2020 for **“Total Response,”** divided as follows; 2018 VA in the amount of \$187,500.00 for the term January 1, 2019 through June 30, 2020 and 2019 VA in the amount of \$62,500.00 for the term July 1, 2019 through December 31, 2020
- (C) Agreement with **Alle-Kiski Area Hope Center**, in the amount of **\$12,000.00** (PCCD Grant, No Cost to Westmoreland County) for **“Total Response,”** for the term January 1, 2019 through December 31, 2020
- (D) Agreement with **Blackburn Center**, in the amount of **\$88,000.00** (PCCD Grant, No Cost to Westmoreland County) for **“Total Response,”** for the term January 1, 2019 through December 31, 2020

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Roland Mertz, Director, motion was made by Mr. Kopas, seconded by Mr. Anderson and it was unanimously agreed to approve the following item for **Hazmat:**

- (A) Issuance of Purchase Order with **William E. Munson Co., Inc.**, in the amount of **\$67,448.00** for **“Packman Landing Craft,”** pursuant to GSA Contract #GS-07F-0442M per grant award from the **Department of Homeland Security: FEMA/CFDA #97.056, CBRNE Response Boat**, accepted June 8, 2018

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Amanda Bernard, Director, motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve the following items for **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, 2019 to May 9, 2020 with the premium in the amount of **\$2,835.00**
- (B) Wellness Program and Services Agreement with **Excelsa Health** for "**Just Lose It, Weight Loss Program,**" in the amount of **\$200.00**, for an eight week program, March 25, 2019 through May 22, 2019
- (C) Wellness Program and Services Agreement with **Excelsa Health** for "**Lunch & Learn Educational Programs,**" at the rate of **\$100.00/hour** for thirty minute sessions at various county facilities April 5, 2019 through June 26, 2019
- (D) Business Associate Agreement with **Excelsa Health**, effective March 25, 2019
- (E) Westmoreland County Dress Code Policy, effective April 15, 2019
- (F) Personnel Actions:

New Hires

Jennifer Clark - Food Service Worker Temp
Tina Flickinger - Nurse Aide Temp
Brittney Hissem - Food Service Worker Temp
Dana Masington - Food Service Worker Temp
Paul Stanko - Custodian Trainee Temp
Selina Thomas - RN Assessment Coordinator
Lacey Williams - RN Assessment Coordinator
Allyssa Grove - Nurse Aide Trainee Temp
Jennifer Converso - In Service Instructor
Courtney Swank - Nurse Aide Temp
Thomas Kmetz - Food Service Worker Temp
Sarah Jennings - Juvenile Center- Juvenile Service Worker Temp
Matteo Garner - Juvenile Center- Juvenile Service Worker Temp
Ariel Guidas- AAA- Clerk Typist II

Rehire

Jeffrey Mermon -Park Police/WCCC- Park Police/Lieutenant

Resignations

Desiree Exum – Nurse Aide
Diana Scott Thomas - 911 Surcharge- Public Safety Technical Supervisor
Arlene Armbrust- Children's Bureau- Child Welfare Aide Temp
Jason Lehman- Information Systems- Systems Administrator
Deva Murphy - Westmoreland County Prison- Sr. Correction Officer
Vanessa Washington- Children's Bureau- Child Welfare Aide Temp
Brittany Weir- Westmoreland County Prison- Correction Officer PT

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Scott Ross, Director, motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve the following items for **Information Systems:**

- (A) Record Access Agreement for computer terminal access to Courthouse records as per fee schedule, effective the date of the Agreement through June 30, 2019, with automatic renewal, with the following and authorize the Director of Information Systems to execute contract documents on behalf of the County:
- Robin Pillar
 - Elexco Land Service
 - Bolewitz Appraisals
 - Dixon Agency LLC
- (B) Maintenance Agreement with **CA Technologies**, for **CA 2E for iSeries 400,**” for a one year term, March 1, 2019 through February 29, 2020 in the amount of **\$9,000.00**

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Addie Beighley, Director and the Department of Financial Administration, motion was made by Mr. Kopas, seconded by Mr. Anderson and it was unanimously agreed to approve the following item for **Juvenile Probation:**

- (A) Agreement with **Cornell Abraxas Group, Inc., (Title IV-E, Act 148, County)** for **“Residential,”** at the per diem rate of **\$178.29**, for the term July 1, 2018 through June 30, 2019

Upon review and recommendation of Melissa A. Guiddy and Jason Rigone, Director, motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve the following items for **Planning:**

- (A) HOME Investment Partnerships Loan Agreement with **Westmoreland County Housing Authority** in the amount of **\$1,215,000.00** pending all other funding being secured and the discretion of the County Solicitor; the Agreement provides HOME funds in support of the Odin View Senior Housing Project in Hempfield Township. There are no costs to the County.
- (B) HOME Investment Partnerships Agreement with the **City of Jeannette** in the amount of **\$50,000.00**; the funding will be used in conjunction with the 2017 PHARE funded Homebuyer Assistance Program, to provide down payment and closing cost assistance to low to moderate income homebuyers within the City of Jeannette. There are no costs to the County.
- (C) Amendment to Subrecipient Agreement PHARE-14A with the **Westmoreland County Land Bank** to extend the term for an additional 36 months, terminating on November 1, 2019, with other terms and conditions remain unchanged.
- (D) Amendment to Subrecipient Agreement PHARE-15A with the **Westmoreland County Land Bank** to extend the term for an additional 24 months, terminating on February 19, 2020, with other terms and conditions remain unchanged.
- (E) Amendment to a 2016 PHARE Subrecipient Agreement with the **Westmoreland County Land Bank** to extend the term for an additional 18 months, terminating on January 12, 2020, with other terms and conditions remain unchanged.

- (F) Memorandum of Understanding (MOU) with the Westmoreland County Drug Treatment Court, to define the terms and conditions under which FY 2017 Community Development Block Grant (CDBG) funding will be used for the overall administration of the Drug Treatment Court program. This program provides intensive judicial oversight, court supervision and case management for persons involved in the criminal justice system that demonstrate a need for drug and alcohol/mental health treatment.
- (G) Subrecipient Agreements; funding is provided by the Westmoreland County Demolition Fund (DEMOFUND); which was made available through Pennsylvania Act 152-16, which authorizes the County to collect a fee of \$15.00 for each deed and mortgage recorded, with said fees to be used for demolition.

SUBRECIPIENT	ACTIVITY CODE	PROJECT ADDRESS	AMOUNT NOT TO EXCEED
Avonmore Borough	DEMO19-01	619 Allegheny Ave., Avonmore	\$25,000.00
Derry Township	DEMO19-02	2217 Harrison Ave., Latrobe	\$25,000.00
City of Jeannette	DEMO19-03	506-508 Clay Ave., Jeannette	\$75,000.00
City of Monessen	DEMO19-04	612-614 McKee Ave., Monessen	\$25,000.00
New Stanton Borough	DEMO19-05	451 N. Center Ave., New Stanton	\$10,980.00
Rostraver Township	DEMO19-06	127 Elks Place, Rostraver	\$8,500.00
South Greensburg Borough	DEMO19-07	1001 Broad St., S. Greensburg	\$25,000.00
Youngwood Borough	DEMO19-08	312 North 4th St., Youngwood	\$10,300.00

- (H) Service Agreement with the **Redevelopment Authority of the County of Westmoreland** to provide project delivery services to the County in its execution of the DEMOFUND program, delivery costs will be funded through the DEMOFUND and are not to exceed 15% of the awarded cost for each demolition project.


Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Roland Mertz, Director, motion was made by Mr. Kopas, seconded by Mr. Anderson and it was unanimously agreed to approve the following items for **Public Safety**:

- (A) Option to Extend Agreement with **SBM Electronics**, dated May 25, 2017 for “**Service Maintenance for Voice Logging System & Software for 911 Service,**” (Bid 17-30) for an additional one year period, June 1, 2019 through May 30, 2020, at the same price/terms and conditions; this is the second and final extension
- (B) Hazardous Material Emergency Response Report Certifications for Reporting Year 2018

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Greg McCloskey, Director, motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve the following items for **Public Works**:

- (A) **Resolution #R-12-2019**, to permit the filing of grant application for the Westmoreland Heritage Trail Acquisitions Project requesting \$42,950.00 with the PA DCNR in the current application period for funds to support the acquisition of two parcels needed for completion of the Westmoreland Heritage Trail; this grant will cover 50% of the total project budget.

#R-12-2019

	RESOLUTION PAGE	Commonwealth of Pennsylvania www.dcnr.state.pa.us/grants
	DCNR-2018-C2P2-19 Applicant Information (* indicates required information)	
Applicant/Grantee Legal Name: WESTMORELAND COUNTY COMMISSIONERS PARKS & RECREATION		Web Application ID: 2001225
Project Title: Westmoreland Heritage Trail Acquisitions		

WHEREAS, WESTMORELAND COUNTY COMMISSIONERS PARKS & RECREATION ("Applicant") desires to undertake the project, "Westmoreland Heritage Trail Acquisitions" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "Grant Agreement Signature Page"; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the applicant is awarded a grant; and

NOW THEREFORE, it is resolved that:

1. The "Grant Agreement Signature Page" may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of "Chairman, Westmoreland County Board of Commissioners".
2. If this Official signed the "Grant Agreement Signature Page" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "Grant Agreement Signature Page", signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "TITLE" specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

Westmoreland County Board of Commissioners
(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this 4th day of April, 2019.

- (B) Agreement of Sale for the acquisition of 11.1± acres of land in the Municipality of Murrysville, to be purchased from **Great Oak Energy**, in the amount of **\$40,000.00**; this purchase is part of the Westmoreland Heritage Trail Acquisitions project and final purchase is contingent upon receipt of grant funds from the PA Department of Conservation and Natural Resources or private foundations; final Agreement is subject to Solicitor review
- (C) Easement Agreement with **Totteridge Properties, LLC**, that grants County an easement to place a 2” waterline and a concrete vault to house the meter and valves for water service to Historic Hanna’s Town County Park, on Totteridge’s property identified as Tax Map Number 57-23-00-0-116, and located along Fire Station Road in Hempfield Township.
- (D) License Agreement with **Kiski Valley Baseball Softball Association (KVBSA)** for the non-exclusive use of ball fields 2, 4 and 5 at Northmoreland Park, along with a food concession building and press box located next to ball field number 4, for a period of five years, (with an option to extend for three additional five year terms) April 1, 2019 to March 31, 2024, for a fee of **\$3,000.00 per year**. County agrees to discount up to 50% of this fee each year based upon approved upgrades done to the fields at the expense of the KVBSA.
- (E) Agreement with **Tri-County Federation of Musicians, Local 592 AFM, Keith Schwartz**, representative, for “**Sunday Concerts at Cedar Creek Park,**” from 4pm to 6pm, in the amount of **\$2,500.00**, for the following dates:
- June 9 & June 23 July 7, July 14 & July 28 August 11 & August 25
- (F) Agreement with **Ray Vasinko, D & R Sound Services**, (Sound Technician & Equipment for the 2019 Twin Lakes Park Summer Concert Series) in the amount of **\$2,050.00**.
- (G) Agreements for Musical Performances, with the following, for the 2019 Twin Lakes Park Summer Concert Series, concert dates and amounts as listed:
- (1) **Nick Barilla**, August 17 in the amount of **\$200.00**
 - (2) **Michael Urick, of Neon Swing X-Perience**, August 17 in the amount of **\$1,000.00**
 - (3) **James Varhola, of The Shiners**, September 7 in the amount of **\$400.00**
 - (4) **William Postle, of Doppler Affect**, September 7 in the amount of **\$400.00**
 - (5) **Robin Leonard, of East Coast Turnaround**, September 7 in the amount of **\$400.00**
 - (6) **Greg Thurman, of 18 Strings**, September 21 in the amount of **\$400.00**
 - (7) **Andy Leer, of Lonesome, Lost and Foggy**, September 21 in the amount of **\$1,000.00**
 - (8) **Josh George, of Antz Marching**, October 6 in the amount of **\$500.00**
 - (9) **Adam Seifert, of Adam Fitz**, October 6 in the amount of **\$150.00**

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Brenda Oravets, Director, motion was made by Mr. Kopas, seconded by Mr. Anderson and it was unanimously agreed to approve the following items for **Purchasing:**

- (A) Terminate agreement with **United Sales USA Corp**, dated November 15, 2018 for "**Paper Products - Group A," (Bid 18-31)**, for the term January 1, 2019 through December 31, 2019, effective April 4, 2019
- (B) Agreement with **WB Mason**, for "**Paper Products-Group A," (Bid 18-31)** being the next lowest bidder in the amount of **\$15,272.35** for the term, April 4, 2019 through December 31, 2019

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Debora T. Chiado, Director, motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve the following item for **Tax Office:**

- (A) Sale of the following properties from the Repository of Unsold Properties pursuant to Section 627 of the Real Estate Tax Sale Law (72 P.S. §5860.627):

<u>Date</u>	<u>Map Number</u>	<u>Location</u>	<u>Bid Amount</u>
3.14.19	24-03-11-0-221	City of New Kensington	\$934.71
3.14.19	24-03-11-0-266	City of New Kensington	\$1,176.30

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve the following items for **Westmoreland County:**

- (A) **Ordinance #ORD-3-2019**, reaffirming and ratifying the County of Westmoreland's Participation in the Pennsylvania Counties Risk Pool and the execution of the Intergovernmental Agreement pursuant to the Pennsylvania Intergovernmental Cooperation Law, as amended

ORDINANCE NO. 3 of 2019

AN ORDINANCE REAFFIRMING AND RATIFYING THE COUNTY OF WESTMORELAND'S PARTICIPATION IN THE PENNSYLVANIA COUNTIES RISK POOL AND THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO THE PENNSYLVANIA INTERGOVERNMENTAL COOPERATION LAW, AS AMENDED

WHEREAS, the Intergovernmental Cooperation Law, Act No. 177 of December 19, 1996, P.L. 1158, as amended, 53 Pa.C.S. § 2301 *et. seq.* (the "Law"), authorizes local governments, including counties, to jointly cooperate and enter into joint agreements with other counties in the performance of their governmental functions, powers or responsibilities; and

WHEREAS, certain counties established the Pennsylvania Counties Risk Pool ("PCoRP") pursuant to the Law for the purpose of, *inter alia*: (a) providing a joint risk management pool to assist members in preventing and reducing losses and injuries to county property and to persons or property which might result in claims being made against members of PCoRP, or their employees and officers; (b) creating an entity in perpetuity which will administer a joint risk management pool and using funds contributed by members to defend and indemnify, in accordance with the Bylaws and Intergovernmental Agreement of PCoRP, any member of PCoRP against stated liability or loss, to the limit of the financial resources of PCoRP; and providing continuing stability and availability of needed coverages at reasonable costs, as is more fully set forth in the Bylaws and Intergovernmental Agreement; and

WHEREAS, the County of Westmoreland (the "County") is a member of PCoRP, as the Board of Commissioners previously determined that it was in the best interests of the County to enter into an intergovernmental cooperation agreement and become a member of PCoRP; and

WHEREAS, through this Ordinance, the Board of Commissioners has determined to reaffirm that determination and to ratify all action previously taken by the County with respect to its membership and participation in PCoRP.

NOW, THEREFORE, the Board of Commissioners does hereby enact and ordain as follows:

Section 1. The Board of Commissioners hereby reaffirms and ratifies its membership in PCoRP. The Bylaws and Intergovernmental Agreement of PCoRP, which is attached hereto as Exhibit "A," is ratified, affirmed and approved substantially in the form attached hereto, the terms of which are incorporated herein by reference. The Board of Commissioners hereby authorizes and directs its officers to execute the Bylaws and Intergovernmental Agreement of the PCoRP. The Board of Commissioners also ratifies the execution of any other agreement that was necessary for its participation in PCoRP, and is authorized to execute any other agreement necessary for its continued participation in PCoRP.

Section 2. This Ordinance and the Bylaws and Intergovernmental Agreement approved and adopted constitute a binding agreement and shall be sufficient warrant and authority for the officials and agents as appointed by the County to participate and represent the County's interests in PCoRP.

Section 3. As a condition of participating in PCoRP, the County agreed to comply with all the terms and conditions in the Bylaws and Intergovernmental Agreement, and that agreement is reaffirmed and ratified.

Section 4. The duration of the Bylaws and Intergovernmental Agreement is indefinite, but is subject to the right of any member county to terminate its participation as set forth therein and subject to its provisions.

Section 5. The purpose and object of the Bylaws and Intergovernmental Agreement is as set forth therein.

Section 6. The organizational structure of PCoRP consists of a Board of Directors, all as is set forth in the Bylaws and Intergovernmental Agreement.

Section 7. The County reaffirms and ratifies its delegation to the Board of Directors of PCoRP the powers enumerated in the Bylaws and Intergovernmental Agreement.

Section 8. Any contributions required to be paid pursuant to the Bylaws and Intergovernmental Agreement shall be made with funds appropriated by the County for that purpose, and the County ratifies any such sums previously paid.

Section 9. On behalf of the County, PCoRP is empowered to enter into any contract necessary to effectuate its purposes, and any contract entered into by PCoRP to date is hereby ratified and affirmed.

Section 10. Any real or personal property to be owned, or owned, by PCoRP shall be acquired, managed, licensed or disposed of as determined by the Board of Directors of PCoRP.

Section 11. The Bylaws and Intergovernmental Agreement may be modified or amended, as set forth therein.

Section 12. This Ordinance is being enacted pursuant to the provisions of the Intergovernmental Cooperation Law, Act No. 177 of December 19, 1996, P.L. 1158, as amended, 53 Pa.C.S. § 2301, et seq.

Section 13. This Ordinance shall take effect immediately.

ENACTED AND ORDAINED this 4th day of April, 2019, at a duly advertised public meeting, with a quorum being present.

Exhibit A



BYLAWS AND INTERGOVERNMENTAL AGREEMENT

PO Box 60769
Harrisburg, PA 17106-0769 (800) 895-9039
Fax (717) 526-1020
jsallade@pacounties.org www.pacounties.org

As amended: June 1994
November 2002
November 2011

ARTICLE I. DEFINITIONS

As used in this agreement, the following terms shall have the meaning hereinafter set out:

(1) **AGGREGATE STOP LOSS INSURANCE**

Insurance purchased by providing certain coverage up to a contracted amount for otherwise uninsured losses to be borne by the Joint Risk Management Pool, which in any one year accumulate to a pre-set maximum amount of coverage.

(2) **BOARD OF DIRECTORS**

The governing body of the Pennsylvania Counties Risk Pool whose Members are selected in accordance with this Intergovernmental Agreement.

(3) **BOARD OF DELEGATES**

The body of voting representatives who are duly appointed by the Members of this Intergovernmental Agreement.

(4) **CATASTROPHE EXCESS INSURANCE**

Insurance purchased by PCoRP from an insurance company providing certain coverage for losses over a prudent amount up to a pre-set maximum amount of coverage.

(5) **COUNTY RELATED ENTITY**

An organization or entity created and funded by a county or counties, which has met the criteria established by the PCoRP Board to purchase coverage from PCoRP. County Related Entities which purchase coverage from PCoRP are considered to be Members of PCoRP for all matters related to these Bylaws and the PCoRP Coverage Document, except that County Related Entities do not have a vote at Board of Delegates' and Board of Directors' meetings.

(6) **COVERAGE DOCUMENT**

A detailed explanation of the financial and risk management protection provided by PCoRP to its Members. The PCoRP Coverage Document is provided to each PCoRP Member as part of the annual program renewal.

(7) **MANAGING DIRECTOR**

The Managing Director of CCAP, or his designee.

(8) **FISCAL YEAR**

PCoRP's Fiscal Year, as determined by the PCoRP Board of Directors, which shall coincide with the PCoRP policy year as defined in the PCoRP Coverage Document.

(9) **JOINT RISK MANAGEMENT POOL**

A fund of public monies established by PCoRP to self-insure certain risks jointly within a defined scope and to purchase catastrophe excess and/or aggregate stop loss insurance when deemed prudent. Also referred to as the Loss Fund.

(10) **JOINT SELF INSURANCE**

A program in which counties agree to contribute annual, and where required supplementary, payments to support a risk management program and a Joint Risk Management Pool.

(11) **MEMBERS**

The Counties and County Related Entities which enter into this Intergovernmental Agreement.

(12) **PCoRP**

The Pennsylvania Counties Risk Pool established pursuant to the Constitution and the statutes of this state by this Intergovernmental Agreement.

(13) **CCAP**

The County Commissioners Association of Pennsylvania.

(14) RISK MANAGEMENT

A program of identification of exposures to accidental loss, reduction or limitation of losses to municipal properties and from injuries to persons or property caused by the operations of counties, and prudent funding of these risks. Where claims arise, PCoRP will process such claims, investigate their validity, settle or defend against such claims within the financial limits of the Joint Risk Management Pool, tabulate such claims, costs and losses and carry out other assigned duties.

(15) SELF-INSURANCE

The decision by a county not to purchase insurance coverage for risks below certain limits; to seek all immunities provided by law for any local government and the officers and employees thereof; to rely upon its financial capabilities to pay any losses which occur for which it is liable; and to purchase some insurance to protect against catastrophic or aggregate losses.

(16) SUBPOOL

A group of Member counties, by population, geographic, or other consideration, within PCoRP which shall have a distinct and separate entity within PCoRP for all purposes except governance.

ARTICLE II. CREATION OF PCoRP

PCoRP, a separate and independent governmental and legal entity is hereby formed by Intergovernmental Agreement by Member counties, pursuant to the provisions of the Act of July 12, 1972, P.L. 762, No. 180.

Solely for the purpose complying with the self insurance requirements of the Pennsylvania Department of Transportation, and pursuant to 15 Pa. C.S.A. section 9501, PCoRP is considered a “business trust” with the express understanding that such designation will not have any effect upon the tax exempt status of PCoRP under federal and state law.

ARTICLE III. PURPOSES

- (1) The purposes of PCoRP are to provide a Joint Risk Management Pool and to assist Members to prevent and reduce losses and injuries to county property and to persons or property which might result in claims being made against Members of PCoRP, or their employees or officers.
- (2) It is the intent of the Members of PCoRP to create an entity in perpetuity which will administer a Joint Risk Management Pool and use funds contributed by the Members to defend and indemnify, in accordance with these Bylaws, any Member of PCoRP against stated liability or loss, to the limit of the financial resources of PCoRP. It is also the intent of the Members to have PCoRP provide continuing stability and availability of needed coverages at reasonable costs. All income and assets of PCoRP shall be at all times dedicated to the exclusive benefit of its Members. These Bylaws shall constitute the substance of the intergovernmental contract among the Members.
- (3) The financial protection provided by PCoRP to its Members shall be outlined in the PCoRP Coverage Document, and in the certificates of reinsurance and other insurance policies as purchased by the PCoRP Board of Directors for the protection of the PCoRP Members.

ARTICLE IV. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within PCoRP are funds plus earned interest derived from its Members which are counties within the Commonwealth of Pennsylvania. It is the intent of the Members that, by entering into this agreement, they do not waive and are not waiving any immunity provided to the Members or their employees by any law.

ARTICLE V. PCoRP POWERS AND DUTIES

The powers of PCoRP to perform and accomplish the purposes set forth above shall, within the budgetary limits and procedures set forth in these Bylaws, be the following:

- (1) To employ agents, employees and independent contractors.
- (2) To purchase, sell, encumber and lease real property and to purchase, sell, or lease equipment, machinery, and personal property.
- (3) To invest funds as allowed by Pennsylvania statutes.
- (4) To carry out educational and other programs relating to risk management.
- (5) To create, collect funds for, and administer the Joint Risk Management Pool(s).
- (6) To purchase excess insurance and/or stop loss insurance to supplement the Joint Risk Management Pool(s).
- (7) To establish reasonable and necessary loss reduction and prevention procedures to be followed by the Members.
- (8) To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of claims.
- (9) To carry out such other activities as are necessarily implied or required to carry out the purposes of PCoRP specified in Article III or the specific powers enumerated in this Article.
- (10) To sue and be sued.
- (11) To enter into contracts.
- (12) To reimburse Directors for reasonable and approved expenses, including expenses incurred in attending Board meetings.
- (13) To purchase fidelity bonds for all officers, Directors, and employees of PCoRP.

ARTICLE VI. PARTICIPATION

The membership of PCoRP shall be limited to counties which are members of the County Commissioners Association of Pennsylvania and which properly enter into and adopt this Intergovernmental Agreement and Bylaws, and to County Related Entities as defined by these Bylaws, and according to underwriting guidelines established by the PCoRP Board of Directors.

Counties and County Related Entities applying for membership after December 31, 1987 shall be admitted only by a majority vote of the Board of Directors, or by other means established by the Board, subject to the payment of such sums and under conditions as the Members shall in each case or from time-to-time establish. Any Member admitted on or after January 1, 1986, unless non-renewed or cancelled pursuant to ARTICLE XV, shall remain a Member of PCoRP for a period of at least three (3) years.

A Member which breaches said initial three year commitment shall be subject to an administrative charge equal to 50% of the prior annualized payment to PCoRP. This charge is to recompense PCoRP for expenses related to the enrollment and provision of services to the new Member.

A Member which leaves PCoRP membership and subsequently seeks to return to membership, upon Board approval of the renewed membership, shall remain a Member of PCoRP for a period of at least three (3) years, and is subject to the same administrative charge should this three year period be breached by the Member.

ARTICLE VII. MEMBERS' POWERS; MEETINGS

- (1) Each Member shall appoint one (1) representative to the Board of Delegates. There shall be no limitation as to the appointment or selection of members of the Board of Delegates. Board of Delegate members may serve until replaced by their respective county. Notification of the identity of the selected Delegate must be sent to the Managing Director within thirty (30) days of the execution of this Intergovernmental Agreement. Similarly, the identity of all succeeding Delegates must be communicated to the Managing Director within thirty (30) days of such declared vacancy or replacement.
- (2) The Board of Delegates at a meeting thereof shall have the power to:
 - (a) Adopt and adjust the types of losses covered, limits of liability on excess insurance policies, and the types of deductibles which PCoRP provides by a two-thirds (2/3) vote of the Delegates present at a meeting.
 - (b) Elect a Board of Directors by majority vote of the Delegates present at the Annual Meeting of the Delegates.
 - (c) Amend these Bylaws by a two-thirds (2/3) vote of the Delegates present at a meeting, but no amendment shall take effect sooner than thirty (30) days after adoption of the amendment.
 - (d) Remove an elected member of the Board of Directors by two-thirds (2/3) vote of the Delegates present at a meeting.
- (3) Meetings of the Board of Delegates shall be held as follows:
 - (a) Meetings shall be held at least annually at a time and place to be set by the Board, with notice mailed to each Member at least fifteen (15) days in advance.
 - (b) Special meetings may be called by the Directors or by petition of one-third (1/3) of the Delegates. Notice of special meetings shall be mailed to each Member at least fifteen (15) days in advance.
 - (c) The Chairman of the Board of Directors will preside at the meetings.
 - (d) Fifty percent (50%) of the Delegates shall constitute a quorum to do business.
 - (e) No absentee voting shall be allowed. Members may designate an alternate to represent the Member. Alternates shall have the same rights and duties as the Delegate they replace.
 - (f) Each Member shall be entitled to one vote on each issue, to be cast by the Delegate or the alternate.
- (4) The Board of Delegates shall meet once a year unless additional meetings are requested by the Board of Directors. In addition to the election of six (6) members of the Board as set forth herein, the Board of Delegates shall vote on all substantive amendments to the Bylaws. The adoption of such amendments shall require a two-thirds (2/3) majority vote of the members of the Board of Delegates present. The Board of Delegates shall be provided with an annual report from the Board of Directors.
- (5) Delegates representing a County Related Entity may attend all meetings of the Board of Delegates but shall not have a vote.

ARTICLE VIII. OBLIGATION OF MEMBERS

The obligation of Members of PCoRP shall be as follows:

- (1) To pay promptly all annual and supplementary contributions or other payments to PCoRP at such time and in such amounts as shall be established by the Board of Directors pursuant to these Bylaws. Any delinquent payments shall be paid with interest, with the interest charge established by the PCoRP Board of Directors. Payments will be considered delinquent forty-five (45) days following the due date.
- (2) To appoint one (1) representative to the Board of Delegates. A Member's Delegate must be either an elected or appointed official of the participant county or County Related Entity or an employee of the participant County or County Related Entity with expertise in finance or risk management.
- (3) To allow PCoRP and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of PCoRP.
- (4) To allow attorneys designated by PCoRP to represent the Member in the investigation, settlement and litigation of any claim made against the Member within the scope of loss protection furnished by PCoRP.
- (5) To cooperate fully with PCoRP's attorneys, claims adjusters and any other agent, employee, or officer of PCoRP in activities relating to the purposes and powers of PCoRP.
- (6) To follow the loss reduction and prevention procedures established by PCoRP.
- (7) To report to PCoRP as promptly as possible all incidents or occurrences which could reasonably be expected to result in PCoRP being required to consider a claim against the county, its agents, officers, or employees, or for losses to county property within the scope of coverages undertaken by PCoRP.
- (8) To adopt a risk management statement approved by the Board.
- (9) To maintain an active safety committee or safety coordinator.
- (10) To report to PCoRP as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the Members' exposures.
- (11) To provide PCoRP periodically, as requested, with information on the value of buildings and contents and other real and personal properties.
- (12) To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

ARTICLE IX. BOARD OF DIRECTORS

- (1) PCoRP shall be governed by the Board of Directors, which shall be comprised of thirteen (13) members:
 - (a) Seven (7) Directors shall be appointed by the President of the County Commissioners Association of Pennsylvania (CCAP).
 - (b) Six (6) Directors shall be elected by the Board of Delegates. The Directors elected by the Board of Delegates shall meet the following requirements:
 - (i) One Director shall be from a 2A or 3rd class county, or if neither of these class counties participate in PCoRP, the Director shall be a member at large;
 - (ii) One Director shall be from a 4th class or 5th class county, or if neither of these class counties participate in PCoRP, the Director shall be a member at large;

- (iii) One Director shall be from a 6th class county, or if none of this class counties participate, the Director shall be a member at large;
 - (iv) One Director shall be from a 7th or 8th class county, or if none of these class counties participate, the Director shall be a member at large;
 - (v) One Director shall represent each subpool, or if there are no participating subpools, the Director shall be a member at large; and
 - (vi) One Director shall be a member at large.
- (2) The Directors appointed by the President of CCAP shall constitute a Nominating Committee and shall nominate the candidates for election by the Board of Delegates.
- (a) The Nominating Committee shall advance one candidate satisfying each of the requirements set forth for elected Directors above. Notice of the persons nominated by the Nominating Committee shall be given contemporaneously with notice to the Board of Delegates of the meeting at which the Directors are to be elected.
 - (b) Additional nominations for elected Directors may be made by any Delegate, provided that the nominations shall be made in accordance with the following procedures:
 - (i) Any Delegate who intends to nominate or cause to have nominated any candidate for election to the Board of Directors shall so notify the Secretary/Treasurer of PCoRP in writing not less than sixty (60) days prior to the date of any meeting of the Board of Delegates called for election of Directors. Such nomination shall have the written support of not less than four (4) Delegates. Notification shall contain the following information to the extent known by the notifying Delegate:

The name, address and county of residence of each nominee. The principal occupation of each proposed nominee.
 - (ii) Any nomination for Director not made in accordance with this Bylaw shall be disregarded, and votes cast for each such nominee shall be disregarded.
 - (c) The Nominating Committee shall not nominate for the position of Director more than one person from each county unless it is statistically impossible for the Nominating Committee to avoid such a nomination.
- (3) Each Director shall serve a two-year term. Terms shall be staggered so that the term of Directors appointed by CCAP shall expire in one year, and the term of Directors elected by the Board of Delegates shall expire in the subsequent year.
- (4) Vacancies on the Board will be filled by vote of the remaining Directors, based upon nominations received from the Nominating Committee. Directors appointed by the remaining Directors shall serve for the remainder of the unexpired term. Directors filling a vacancy shall be from the same class of county as the withdrawing, retiring, removed, or deceased Director.
- (5) Directors must be from a Member county.
- (6) The Board of Directors shall annually select one non-voting representative to the PCoRP Board of Directors to represent the County Related Entity Members of PCoRP. The Board shall establish the manner of the selection of this representative.

ARTICLE X. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board shall have the following powers and duties:

- (1) To elect during the first Board meeting following each annual meeting a chairman, vice-chairman, secretary/treasurer and other officers as appropriate. Each officer shall serve until his or her successor is elected, but there shall be no limit on the number of terms served by any person.
- (2) To establish criteria for new Members.
- (3) To establish contributions by the Members.
- (4) To recommend to the Members the types of losses to be covered, limits of liability on excess insurance policies, and the types of deductions which PCoRP provides.
- (5) To select all service providers necessary for the administration of PCoRP.
- (6) To set the dates and places, and to provide an agenda for Board and Members' meetings.
- (7) To fill vacancies on the Board by majority vote of the remaining Directors for the unexpired term.
- (8) To exercise all powers of PCoRP except powers reserved to the Members and Board of Delegates.
- (9) To prepare, adopt and report PCoRP's budget to the Members.
- (10) To hire and discharge personnel or to delegate such authority.
- (11) To make reports to the Members at their meetings.
- (12) To provide for claims and loss control procedures, to establish conditions which must be met prior to the payment or defense of a claim, and to deny a claim or the defense of a claim if the conditions are not met.
- (13) To provide for the investment and disbursement of funds.
- (14) To establish rules governing its own conduct and procedure and powers and duties of its officers, not inconsistent with these Bylaws.
- (15) The Board will provide to Members annually:
 - (a) An audit of the financial affairs of PCoRP to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principles and state law; and
 - (b) An annual report of operations.
- (16) To form committees and provide other services as needed by PCoRP. The Board shall determine the method of appointment and terms of committee members.
- (17) To do all acts necessary and proper for the operation of PCoRP and implementation of these Bylaws subject to the limits of the Bylaws and not in conflict with these Bylaws.
- (18) To dissolve PCoRP and disburse its assets by a two-thirds vote of the Board of Delegates provided that a notice of intent to dissolve PCoRP shall be given to the Members at least one-hundred-twenty (120) days prior to the effective date. No such plan to dissolve PCoRP shall be effective until approved by the Board of Delegates.

ARTICLE XI. MEETINGS OF THE BOARD OF DIRECTORS

- (1) The Board may set a time and place for regular meetings which may be held without further notice, and shall establish procedures for notice of special meetings.
- (2) A majority of Directors then in office shall constitute a quorum to do business. All acts of the Board shall require a majority vote of the Directors present.
- (3) Board members may attend a meeting through conference call or speakerphone or other audio or audiovisual method which permits the members to hear each other. Members attending in this manner shall be recorded as present and entitled to vote on all matters brought before the Board.
- (4) All PCoRP Members are permitted to attend meetings of the Board. The Board may establish procedures for the attendance and participation by Members to ensure adequate meeting logistics.

ARTICLE XII. LIABILITY OF BOARD OF DIRECTORS OR OFFICERS

The Directors and officers of PCoRP should use ordinary care and reasonable diligence in the exercise of their power, and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care. No Director shall be liable for any action taken or omitted by another Director. PCoRP shall obtain a bond or other security to guarantee the faithful performance of each Director's, officer's and employee's duties hereunder. The Joint Risk Management Pool shall be used to defend and indemnify any Director, officer, or employee for actions taken by each such person in good faith within the scope of his or her authority for PCoRP. PCoRP may purchase insurance providing similar coverage for such Directors, officers, and employees.

ARTICLE XIII. PCoRP COVERAGE DOCUMENT

- (1) Details of the financial and risk management protection provided by PCoRP to the Members shall be contained in the PCoRP Coverage Document. Copies of the Document shall be provided to each Member at least annually, in conjunction with the renewal mailing to the membership.
- (2) The PCoRP Coverage Document shall include a Memorandum of Coverage which lists specific coverage limits, deductibles, retro dates and other coverage information pertaining to the individual Member.
- (3) The details of the financial and risk management protection provided by PCoRP to the Members are those found solely in the PCoRP Coverage Document, any policies of insurance or reinsurance purchased by the Board for the Members, and in these Bylaws.
- (4) Amendments to the PCoRP Coverage Document may be made at any time by a two thirds (2/3) vote of the PCoRP Board of Directors. Notice of the potential change shall be made to all PCoRP Members at least thirty (30) days prior to the vote on the proposed amendment. A copy of the newly amended PCoRP Coverage Document will be provided to each Member within thirty (30) days of each substantive amendment.
- (5) Corrective amendments to the PCoRP Coverage Document, made to correct typographic errors, to comply with regulatory or legislative changes or as a result of a court order, may be made at any time by the PCoRP Board without prior notice to the Members. A copy of the newly amended PCoRP Coverage Document will be provided to each Member within thirty (30) days of each substantive amendment.
- (6) Disputes about any matter relating to the financial and risk management protections provided by PCoRP and contained or alleged to be contained in the PCoRP Coverage Document shall be resolved in the following manner:
 - (a) It is the intent of PCoRP to resolve all disputes in a professional and amicable manner. The initial step shall consist of a meeting or meetings between the Member and PCoRP representatives. At least one such meeting must be held prior to the Member seeking a hearing before the PCoRP Board of Directors.

- (b) Upon a written request from a Member the matter under dispute shall be brought to the PCoRP Board of Directors for their action. The Board of Directors shall meet and take action upon the matter within thirty (30) days of the receipt of the written request. The meeting shall be in the form of an administrative hearing, with presentations made by PCoRP representatives and representatives of the Member. An official transcription of the hearing shall be made by an independent court reporter selected and paid for by PCoRP, and copies of the transcript shall be provided to PCoRP and the Member. If the Member is not satisfied with the ruling of the Board of Directors, the matter may be appealed to the PCoRP Board of Delegates within 30 days of the date of the Board of Directors' decision. The appeal must be made in writing to the PCoRP Chairman.
- (c) Decisions of the Board of Directors appealed to the PCoRP Board of Delegates shall result in a special meeting of the PCoRP Board of Delegates within forty-five (45) days of PCoRP's receipt of the written request for an appeal. The meeting shall be conducted by the PCoRP Chairman, with presentations made by PCoRP representatives and representatives of the Member. The length of the presentations by each side shall be limited to one hour and shall be a summary of the side's position. The official transcription of the prior hearings shall be made available to each Delegate. Delegates may ask questions of either side after their presentations are completed. Reasonable expenses for the Delegates to attend the meeting, which shall not last more than one business day, shall be shared equally between PCoRP and the Member requesting the special meeting. The decision of the majority of the Delegates present at the meeting shall be final.
- (d) If the Member is not satisfied with the final decision of the Board of Delegates, the matter can only be pursued through binding arbitration. If the Member wishes to submit the decision to binding arbitration, it must notify PCoRP within 30 calendar days of the final decision of the Board of Delegates. The binding arbitration shall be exclusive, final, binding and conducted in accordance with the rules of the American Arbitration Association ("AAA") applicable to commercial arbitrations and shall be non appealable except in accordance with such rules. Each party shall select an arbitrator and they shall select a third arbitrator, or if they cannot agree, then the AAA shall make the selection. If any party does not select its arbitrator within 30 days after service of the notice of demand for arbitration, then the AAA shall select such arbitrator(s). The decision of a majority of the arbitrators shall be final and in writing setting forth their award, the reasons therefore and any dissenting opinion of the panel. All hearings in the arbitration shall be held in Harrisburg, Pennsylvania. The third arbitrator shall be neutral and unbiased and shall serve as chairman of the panel. Each party shall bear the fees and expenses of its counsel, witnesses and arbitrator, or of the arbitrator appointed for it by the AAA as set forth above, and the fees and expenses of the third arbitrator and the cost of the arbitration shall be borne as set forth in the award, or in the absence of an award or a specific determination by the arbitrators or agreement of the parties, shall be borne equally by the parties. At any time before the arbitrators have served upon the parties a written award, the parties may resolve the dispute by settlement, whereupon they shall direct the arbitration panel to cease its deliberations and render a final accounting of fees and expenses to be paid by the parties in accordance with the foregoing. Any decision of the arbitrators may be entered as a judgment in any court of competent jurisdiction and may be enforced as such in accordance with the provisions of the award. This agreement to arbitrate shall be specifically enforceable by the parties, and they confirm that they intend that all disputes, controversies or claims of any kind shall be arbitrated.

ARTICLE XIV. WITHDRAWAL FROM MEMBERSHIP

Any Member may withdraw from PCoRP after the Member's initial or subsequent three (3) year term effective at the end of a policy year by giving notice in writing, no later than one-hundred-twenty (120) days prior to the end of a policy year, to the Board of its desire to withdraw. Any Member may withdraw from PCoRP within thirty (30) days after the adoption of an amendment to these Bylaws by giving notice in writing to the Board of its intent to withdraw. The withdrawn Member shall not be entitled to any reimbursement of contributions that are to be paid or that shall become payable in the future, and shall continue to be obligated to make any payment for which such obligation arose prior to such withdrawal.

ARTICLE XV. NON-RENEWAL OR CANCELLATION OF MEMBERS

- (1) By a two-thirds (2/3) vote of the Board of Directors any Member may have their coverage cancelled mid term or be non-renewed. Such cancellation or non-renewal shall take effect no less than sixty (60) days after such meeting or upon renewal, subject to the Member's right to appeal, as set forth in subsection 2 below. The cancellation or non-renewal may be carried out for one or more of the following reasons, to the extent such reasons are consistent with current Pennsylvania statutes or regulations:
 - (a) Failure to make any payments due to PCoRP.
 - (b) Failure to undertake or continue loss reduction and prevention procedures adopted by PCoRP.
 - (c) Failure to allow PCoRP reasonable access to all facilities and records of the Member necessary for proper administration of PCoRP.
 - (d) Failure to fully cooperate with PCoRP's attorneys, claims adjusters or other agent, employee, or officer of PCoRP.
 - (e) Failure to carry out any obligation of a Member which impairs the ability of PCoRP to carry out its purpose or powers.
 - (f) Consistent incurred claims costs in excess of the Member's Loss Fund contributions in a majority of the years the Member has participated in PCoRP.
 - (g) Any other reason permitted by Pennsylvania statute or regulation.
- (2) Action by the Board of Directors to cancel or non-renew a Member's coverage must be preceded by a report from the PCoRP Managing Director outlining the status of the Member and the suggested reasons for cancellation or non-renewal. In addition the Managing Director or his designee shall meet with the Member to review the reason(s) for the potential cancellation or non-renewal prior to the matter being brought to the Board of Directors for action. After the Board of Directors acts to cancel or non-renew coverage for a Member, the Member shall be notified in writing or by email, and shall be advised of its right of appeal. To appeal the Member must request, within 30 calendar days of the date of the notice letter or email, a hearing before the Board of Delegates. If no request for a hearing is made by the deadline, the cancellation or non-renewal becomes effective on the date set by the Board of Director's action, but no sooner than the end of the 30 day period for the Member to appeal. If the Member requests an appeal, a hearing shall be scheduled at a date mutually agreeable to the Member and PCoRP. The Chairman of the PCoRP Board of Directors shall preside at the hearing. The Board of Directors shall present the case for cancellation or non-renewal to the Delegates. The Member affected may present its case. The Board of Delegates shall make its decision at the end of the hearing. A majority vote of those Delegates present is required in support of a decision. A decision by the Board of Delegates shall be final and if the decision is to uphold the cancellation or non-renewal, shall take effect 15 calendars days after the decision to uphold the cancellation or nonrenewal is made by the Delegates. All the costs for the hearing, including travel reimbursement for the Delegates, meals and hotel location costs, shall be equally shared by PCoRP and the Member who has requested the hearing.

After cancellation or non-renewal, the former Member shall be liable for any unpaid contributions or other charges pro rata to the effective date of cancellation or non-renewal, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future.

ARTICLE XVI. CONTRACTUAL OBLIGATION

This document shall constitute an intergovernmental contract among those counties and County Related entities which become Members of PCoRP. The terms of this contract may be enforced in court by PCoRP itself or by any of its Members. The consideration for the duties herewith imposed upon Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein. These Bylaws when properly approved by the proper authority of the Member shall be the intergovernmental contract. Provided, however, that except to the extent of the limited financial contributions to PCoRP agreed to herein or such additional obligations as may come about through amendments to these Bylaws, no Member agrees or contracts herein to be held responsible for any claims in tort or contract made against any other Member. The contracting parties intend in the creation of PCoRP to establish an organization for joint risk management only within the scope herein set out, and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any other Member.

ARTICLE XVII. CONTRIBUTIONS

It is the intention of PCoRP to levy Member contributions as established by the Board. The Board may increase contributions charged to any Member to reflect increased risk resulting from a refusal to participate in or willful violation of safety or loss prevention programs or for other reasons established by the Board. Conversely, the Board may reduce contributions or allow a performance bonus or dividend for any Member that faithfully participates in loss prevention and safety programs or for other reasons established by the Board.

ARTICLE XVIII. SEVERABILITY

In the event that any article, provision, clause or other part of these Bylaws be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability with respect to other articles, provisions, clauses, applications or occurrences, and these Bylaws are expressly declared to be severable.

- (B) Memorandum of Understanding Concerning Annual Plan for 2019 between Westmoreland County and **Laurel Highlands Visitors Bureau**
- (C) Exoneration of 2018 County taxes, interest, penalties and Tax Claim Bureau Fees on property owned by Puckety United Presbyterian Church, being Tax Map No. 17-06-00-0-076-59-001. Exonerations have been granted by the City of Lower Burrell for 2018. This property was granted exemption effective July 15, 2018.
- (D) Exoneration of County taxes, interest, penalties and Tax Claim Bureau Fees for 2013 through 2018 on property owned by Westmoreland Human Opportunities, Inc. d/b/a Westmoreland Community Action , being Tax Map No. 14-01-16-1-030. Exonerations have been granted by the City of Jeannette and the School District of the City of Jeannette for 2011 through 2018. This property was granted exemption effective July 15, 2018.
- (E) Exoneration of County taxes, interest, penalties and Tax Claim Bureau Fees for 2017 through 2018 on property owned by Hartford Heights Volunteer Fire Department , being Tax Map No. 54-03-00-0-092. Exonerations have been granted by North Huntingdon Township and the Norwin School District. This property was granted exemption effective July 15, 2018.

- (F) Agreement with **Center for Hearing & Deaf Services, Inc.**, for **“Interpreting Services,”** for the term August 1, 2019 through July 31, 2020, at the following rates:

Sign Language Interpreting Services		
<i>Interpreting & Transliterating Services - AOPC Certified</i>		
Monday-Sunday	7am-7pm	\$70.00/hour
Monday-Sunday	7pm-7am	\$75.00/hour
less than 2 day notice \$75.00/hour		
<i>Interpreting & Transliterating Services - non-AOPC Certified</i>		
Monday-Sunday	7am-7pm	\$60.00/hour
Monday-Sunday	7pm-7am	\$65.00/hour
less than 2 day notice \$65.00/hour		

A flat fee of \$25.00 will be added to all Night Courts requests between 7:00pm -7:00am

Sign Language Interpreting Services		
<i>Interpreting & Transliterating Services - certified</i>		
Monday-Sunday	7am-7pm	\$60.00/hour
Monday-Sunday	7pm-7am	\$65.00/hour
less than 2 day notice \$65.00/hour		
<i>Interpreting & Transliterating Services - non-certified</i>		
Monday-Sunday	7am-7pm	\$50.00/hour
Monday-Sunday	7pm-7am	\$55.00/hour
less than 2 day notice \$55.00/hour		

Tactile interpreting is used for Deaf-Blind clients and will add an additional \$5.00 fee to the above rates. A 2 hour minimum requirement applies to all of the above rates.

Parking and toll reimbursement, if applicable. Travel zone fees are assessed for assignments beyond a 30-mile radius; beyond 240 miles determined on a case by case basis and may include lodging and meals. For complex situations/assignments, 2 or interpreters are required; for assignments in excess of 2 hours, 2 or more interpreters are required. Cancellations with less than 24-hours notice, early completion & client no shows will charged the requested time.

Foreign Language Interpreting Services		
<i>In Person Interpreting Services</i>		
Monday-Sunday	7am-7pm	\$50.00/hour
Monday-Sunday	7pm-7am	\$55.00/hour
one hour minimum applies to foreign language interpreting in person; over one hour, additional time charged in 15 minute increments; \$5 surcharge applies when scheduling with less than 2 day notice		
<i>Telephonic Interpreting Services</i>		
Monday-Sunday	7am-7pm	\$60.00/hour
Monday-Sunday	7pm-7am	\$60.00/hour
telephonic interpreting is charged in 15 minute blocks (\$15 for up to 15 minutes) 15 minute minimum requirement applies		

Parking and toll reimbursement, if applicable. Travel zone fees are assessed for assignments beyond a 30-mile radius; beyond 300 miles is determined on a case-by-case basis. Cancellations with less than 24-hours notice, early completion & client no shows will charged the requested time.

- (G) **Resolution #R-13-2019** authorizing the rejection of bids received at the March 28, 2019 County Auction for the Modular home located at former location of Magistrate Judge Jason Buczak's office, and authorizing a subsequent auction for the Modular home to be scheduled for 1:00 p.m. (noon preview) on April 16, 2019, at 4066 Pennsylvania Route 66, Washington Township, Apollo, Pennsylvania, and further authorizing an Agreement with **Bill Anderson Auctioneers LLC**, for conducting the Auction, including the following compensation and expenses:

Auctioneers Commission with a 0% seller fee and a 10% buyer premium added to the approved bid price

Minimum starting bid: \$5,000

Advertising: Actual Cost

RESOLUTION #R-13-2019

WHEREAS, the County presently owns a 2011 Champion Custom Modular ("Modular") that was previously used for Magistrate Judge Jason Buczak's office when the office was located at 4066 Pennsylvania Route 66, Apollo, Washington Township, Westmoreland County, Pennsylvania; and

WHEREAS, the Westmoreland County Department of Public Works and the Westmoreland County Court Administrator have confirmed that the Modular is no longer needed for County use, and the County desires to dispose of such personal property; and

WHEREAS, the Board of Commissioners estimates the sale value of the County-owned Modular to be at least two thousand dollars; and

WHEREAS, the Board of Commissioners has determined the most efficient means of selling the Modular is by auction; and

WHEREAS, in accordance with Resolution #R-7-2019, the Modular was previously exposed to auction on March 28, 2019; and

WHEREAS, due to insufficient bids, the Board of Commissioners, at its April 4, 2019 Public Meeting, rejected all bids received at the March 28, 2019 Auction, authorized a subsequent auction for April 16, 2019 and set a minimum bid price of \$5,000.00.

NOW, THEREFORE, IT IS RESOLVED by the Board of Commissioners of the County of Westmoreland as follows:

1. Sale of the above-mentioned Modular is authorized to be made by auction to the highest and best bidder thereon.
2. Advertisement of the auction sale shall be made in accordance with Section 1805 of the County Code.
3. The auction shall be scheduled for 1:00 P.M. on Tuesday, April 16, 2019 at 4066 Pennsylvania Route 66, Washington Township, Apollo, Pennsylvania with a minimum bid price of \$5,000.00.
4. A contract is hereby authorized to retain the services of Bill Anderson Auctioneers, LLC. of Export, Pennsylvania, to serve as auctioneer for the April 16, 2019 auction under the following terms of compensation:

*Auctioneers Commission with a 0% seller fee and a 10% buyer premium added to the approved bid price; and
Advertising: Actual Cost.*

RESOLVED AND ENACTED this 4th day of April, 2019 by the Board of Commissioners of the County of Westmoreland at a duly advertised public meeting with a quorum being present.

- (H) Amendment to Agreement with **Value Payment Systems, LLC**, dated October 14, 2010, as previously amended May 24, 2012, October 24, 2013 and October 20, 2016 to remove Section 2.12 of the Service Agreement (exclusivity clause) in its entirety and to modify the fee schedule as follows:

Tax Payments

Visa, MasterCard & Discover personal debit cards	1.00% per transaction
Amex, Visa, MasterCard & Discover personal credit cards	2.60% per transaction
PayPal, PayPal Credit and Venmo	2.60% per transaction
Masterpass, Visa Checkout, Amex Express Checkout	2.60% or 1.00%* per transaction
<i>*cost is passed on the payment method used (credit or debit)</i>	

Treasurer's Payments

POS Terminals-VeriFone VX 520 & Ingenico iCT220 (optional)	\$0 per unit
Standard web application development & in-office deployment	\$0 per occurrence

Additional pricing details: all pricing programs will be in compliance with the then current card association Rules and the minimum convenience/service fee for a credit and debit card payment to the Treasurer's Office is \$1.00

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Angela Knauff, Administrator motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve the following items for **Westmoreland Manor**:

- (A) Agreement with **Westmoreland County Community College**, for “**Nurse Aid Training Program**,” in the amount of **\$716.00** for one participant for the term March 18, 2019 through May 22, 2019
- (B) Settlement Agreement with the Commonwealth of Pennsylvania, Department of Health, *Department of Health, Division of Nursing Care Facilities v. Westmoreland Manor*, HPB Docket No. 19-010, in the amount of \$4,500.00 and ratification of payment to Centers for Medicare and Medicaid Services in the amount of \$70,089.50 in connection with May 23, 2018 survey.
- (C) Independent Contractor Agreement for Ambulance Services with **Mutual Aid Ambulance Service, Inc.**, at the rate of **\$35.00/bed plus rates according to Schedule B** to provide ambulance transport for Westmoreland Manor residents, commencing April 1, 2019 through March 31, 2020

* * * * *

Motion was made by Mr. Kopas, seconded by Mr. Anderson and it was unanimously agreed to approve the following items of **Miscellaneous Business**:

(1) Amendments to the **2019 Budget and 2018 Budget** for Westmoreland County, as prepared by the Department of Financial Administration

(2) **Appointments/Reappointments**

(A) Reappoint the following individuals to the **Westmoreland County Area Agency on Aging Advisory Council**, for the term May 1, 2019 through May 1, 2022:

Joseph Lena Robert Barker Joanne Devroude Marcia Wagner

(3) **Proclamations**

*Washington Gjebre Honored For 40 Years Serving Greensburg Salvation Army
Pennsylvania 811 Safe Digging Month Designated in Westmoreland County
Edward L. Christofano, R.Ph. 2019 Mt. Pleasant Rotary Citizen of the Year
Westmoreland Bird and Nature Club, Dick Byers Recognized for Extraordinary Publication
National 9-1-1 Education Month April 2019 & National Public Safety Telecommunications Week
April 14-20, 2019*

(4) **Certificate of Special Recognition**

99-Year-Old Dorothy Miedel, Newest Member of Latrobe American Legion Post 515

Controller's Office

Ray Levay Sara Elias
Stephanie Paha Debbie Celesnik
Lois Hilliard Miranda Waugaman
Ashley Kertes Haley Rogachesky

(5) **Certificates of Service**

25 Years

Traci Grace
Wynn Hamm
Michelle Caesar
Mark Pardus
Timothy McCoy II

20 Years

Keith Torrance
Kristine Demnovich
Connie Barone
Wendy Yurko

15 Years

Lauren Pravlik

10 Years

Jennifer Woodling
Christine Kozar
Jacob Tomich
Cheryl Marroncelli
Michele George
Jennifer Shipley
Ronald Burkhart
Diane Ausec
Edgar Fink, Jr.

Motion was made by Mr. Anderson, seconded by Mr. Kopas, and it was unanimously agreed to adjourn the meeting at 11:25am

Certified by,

Charles W. Anderson
Secretary