

May 14, 2020

The Westmoreland County Commissioners met in regular session beginning at 10:03am on Thursday, May 14, 2020 in the Commissioners Public Meeting Room, Courthouse Square, Greensburg, PA. The following were present: Chairman Sean Kertes, Vice-Chairman Douglas W. Chew, Secretary Gina Cerilli, Esq. and County Solicitor Melissa A. Guiddy. The following business was conducted:

Commissioner Kertes led the Pledge of Allegiance

Industrial Development Corporation Agenda

General Agenda

Motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the minutes of regular meeting held April 23, 2020, as presented

Notice of Executive Session

- April 28, 2020 to discuss personnel matters
- April 29, 2020 to discuss personnel matters
- April 30, 2020 to discuss personnel matters
- May 6, 2020 to discuss personnel matters
- May 8, 2020 to discuss personnel matters

Opportunity for Public Comment

No Public Comment

Motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the following:

(1) **Proclamations**

Corrections Employee Week, May 3-9, 2020

Westmoreland County Drug Treatment Court Month-May 2020

(2) **Certificates of Service**

30 Years

Christian A. Brnilovich

Louisa A. Wotus

Shelly D. Toohey

25 Years

Gregory G. Povrzanich

Mary A. Brown

20 Years

Marilyn Cycak

Lorie J. Gaffron

Ruth Ann Kepple

Denise Cope

Thomas J. Gildard

15 Years

Helen M. Krajnak

Kristy S. Yanok

10 Years

Brittney J. Shearer

Solicitors Report

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Kate Johnson, Administrator and the Department of Financial Administration (item B) motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the following items for the Area Agency on Aging :

- (A) Exercise Option to extend Senior Community Services Employment Program (SCSEP) Grant Agreement 4100081202 with the **Pennsylvania Department of Aging**, for the term July 1, 2020 through June 30, 2021
- (B) Agreements for the term July 1, 2020 through June 30, 2021:
 - (1) **Center for Community Resources**, in the amount of **\$53,114.00** (No Cost to Westmoreland County, Aging Services Block Grant) for “**Aging Services-Off-Hours Coordinative Services**”
 - (2) **Westmoreland Community Action**, in the amount of **\$96,809.00** (No Cost to Westmoreland County, Aging Services Block Grant) for “**Aging Services-Link to Aging & Disability Resources**”
 - (3) **Information Age Technologies**, in the amount of **\$96,390.00** (No Cost to Westmoreland County, Aging Services Block Grant) for “**Aging Services-Professional Consulting Services (Computer Applications)**”
 - (4) **Karen Harouse-Bell, MS, RDN, LDN, CDE**, in the amount of **\$1,200.00** (No Cost to Westmoreland County, Aging Block Grant) for “**Aging Services-Registered Dietitian Services**”
 - (5) **Nutrition, Inc.**, in the amount of **\$5,200.00** (No Cost to Westmoreland County, Aging Block Grant) for “**Aging Services-Nutrition Consultation Services**”

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Dirk Matson, Administrator, motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the following items for Behavioral Health & Developmental Services:

- (A) Amendments to Agreements for the term July 1, 2019 through June 30, 2020:
 - (1) **Mental Health America of Southwestern PA d/b/a Mental Health America of Westmoreland County**, dated December 19, 2019 in the amount of **\$15,000.00 additional** (DHS \$14,288.00, County \$712.00; New Total Agreement \$899,850.00) for “**Behavioral Health: Rep Payee (CHIPPS Specialist), Step Up, Community Advocate, Community Services (CST, Ombudsman, Outreach)**”
 - (2) **Adelphoi Village**, dated June 24, 2019 in the amount of **\$7,000.00 additional** (DHS \$6,668.00, County \$332.00; New Total Agreement \$200,000.00) for “**Behavioral Health: Multisystemic Therapy (Children’s Evidence Based), Community Service-Family Support/Advocacy**”

- (3) **Threshold, Inc.**, dated May 30, 2019 in the amount of **\$20,000.00 additional** (DHS \$19,051.00, County \$949.00; New Total Agreement \$1,381,833.00) for “**Behavioral Health: Short Term Residential (Partial Care), Long Term Care Residential (Full Care), Supportive Housing, Supported Living (CHIPPS)**”
 - (4) **Southwest Behavioral Care, Inc.**, dated May 30, 2019 in the amount of **\$901,027.00 additional** (DHS \$862,463.00, County \$38,564.00; New Total Agreement \$2,449,333.00) for “**Behavioral Health: Outpatient (Diagnostic Interview (Child, Adult), Therapy (Individual, Family, Group, Medication Check)), Short Term Residential, Site Based Psych Rehab, Blended Case Mgmt, Drop In, Community Service (Psych Nurse), Supportive Housing, Supported Living**”
 - (5) **Wesley Family Services**, dated December 19, 2019 in the amount of **\$46,000.00 additional** (DHS \$43,818.00, County \$2,182.00; New Total Agreement \$1,000,000.00) for “**Behavioral Health: Outpatient (Diagnostic Interview (Children, Adult), Therapy (Individual, Family Group), Medication (Check Mgmt), Family Based (Individual Delivered, Team Delivered), Assertive Community Treatment Team, Psych Rehab (Mobile Site Based Diversion/Stabilization (Adult), Blended Case Mgmt, Drop In, Community Service, Emergency Services, Supportive Housing, Admin Mgmt**”
- (B) Agreement with **BHC Advanced Services, Inc.**, in the amount of **\$30,313.50** (DHS \$30,313.50) for “**Mental Health: Boundary Spanner Program-Forensic Project,**” for the term March 1, 2020 through June 30, 2020
- (C) Agreements for the term July 1, 2020 through June 30, 2021:
- (1) **Connellsville Counseling & Psychological Services**, in the amount of **\$6,000.00** (DHS \$5,718.00, County \$282.00) for “**Behavioral Health: Outpatient (Diagnostic Interview (Adult, Child), Therapy (Family, Group, Individual), Medication Check, Medication Mgmt**”
 - (2) **Achieva Support**, in the amount of **\$257,334.00** (DHS \$245,221.00, County \$12,113.00) for “**Behavioral Health/Intellectual Disabilities: Companion Services, Community Participation Support, In-Home & Community Supports, Family Aide, Rep Payee**”
 - (3) **Mental Health America of Southwestern PA d/b/a Mental Health America of Westmoreland County**, in the amount of **\$1,002,631.00** (DHS \$969,100.00, County \$33,531.00) for “**Behavioral Health: Rep Payee (CHIPPS Specialist), Step Up, Community Advocate, Community Service (CST, Ombudsman, Outreach)**”

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Shara Saveikis, Administrator and the Department of Financial Administration (items C & D), motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the following items for **Children’s Bureau**:

- (A) Letter of Collaborative Agreement with **Merakey Behavioral Health**, to work collaboratively with individuals that are served between the agencies in order to guarantee the most appropriate continuum of care for the individual
- (B) Business Associate Agreement with Avanco International, Inc.
- (C) Agreements for the term July 1, 2020 through June 30, 2021:
 - (1) **Avanco International, Inc., (Act 148, County)** for “**Consulting Services**,” at the following rates:
 - \$54.50/hour for Research Analyst**
 - \$65.40/hour for Junior Programmer**
 - \$73.00/hour for Junior Programmer Analyst**
 - \$76.20/hour for Programmer Analyst**
 - \$78.70/hour for Senior Programmer Analyst**
 - \$92.50/hour for Developer**
 - \$125.00/hour for Project Director**
 - \$111.20/hour for Senior Developer**
 - (2) **Avaco International, Inc., (Act 148, County)** for “**Application Service Provider Agreement**,” in the amount of **\$13,969.87 per quarter**
- (D) Agreements for the term July 1, 2019 through June 30, 2020:
 - (1) **Greater Valley Community Services, (Title IV-E, Act 148, County)** for “**Foster Care**,” at the following per diem rates:
 - \$58.00 for Foster Care Class AA**
 - \$63.80 for Foster Care Class BB**
 - \$67.32 for Foster Care Class CC**
 - (2) **Ward Home, Inc., (Title IV-E, Act 148, County)** for “**Independent Living**,” at the per diem rate of **\$144.62**

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

- (A) Letter of Engagement with **Zelenkofske Axelrod LLC**, for external audit services for the year ended December 31, 2019, in an amount not to exceed \$16,200.00, including expense for the County of Westmoreland Employees' Retirement Fund
- (B) Letter of Engagement with **Zelenkofske Axelrod LLC**, for external audit services for the year ended December 31, 2019, in an amount not to exceed \$185,815.00 including expenses for the annual County Audit and \$7,595.00 including expenses for the Children & Youth Audit

Upon review and recommendation of Kenneth Bacha, Coroner and Melissa A. Guiddy, County Solicitor, motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the following items for the **Coroner:**

- (A) Renewal of Forensic Filer Agreement with **Summit IT Solutions, Inc.**, dated June 2, 2019 for "**Forensic Filer Online,**" for an additional one year term September 1, 2020 through August 31, 2021 in the same amount of **\$2,250.00**; this is the first and only renewal option
- (B) Automatic renewal of Agreement with **TransUnion (TLO)**, dated August 15, 2013, with supplemental pricing approved July 25, 2019; for an additional one year term September 1, 2020 through August 31, 2021, with annual automatic renewals

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Beth Lechman, Director, motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the following item for **Election Bureau:**

- (A) Acceptance of Purchase Proposal from **Election Systems & Software** in the amount of **\$5,890.00**, for 30 Soft-Sided Cases for ExpressVote Ballot Marking Device

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Amanda Bernard, Director, motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the following for **Human Resources:**

- (A) Nationwide Retirement Solutions, Plan Sponsor Election of CARES Act Provisions, pursuant to voluntary retirement policy with Nationwide

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Amanda Bernard, Director, motion was made by Ms. Cerilli, seconded by Mr. Kertes, with Mr. Chew voting "nay" – motion passes to approve the following:

- (B) Renewal of coverage with **PCoRP** effective June 1, 2020 through June 1, 2021 with an annual premium of **\$514,889.00** for Liability Coverage (General Liability, Employee Benefits Liability, Law Enforcement Liability, Auto Liability, Public Officials Liability, Privacy and Security Liability) Property Coverage (Property Coverage, Equipment Breakdown, Crime Coverage)

Upon review and recommendation of Melissa A. Guidy, County Solicitor and Scott Ross, Director, motion was made by Mr. Chew, seconded by Ms. Cerilli 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, 2021, with automatic renewal, with the following and authorize the Director of Information Systems to execute contract documents on behalf of the County:
- Kane Real Estate Appraisal Service, LLC
 - Naugle Abstracting

Upon review and recommendation of Melissa A. Guidy, County Solicitor, Norm Mueller, Director and the Department of Financial Administration, motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the following item for **Juvenile Probation:**

- (A) Agreement with **Youth Services Agency, (Title IV-E, Act 148, County)** for “**Residential, Weekend Program,**” for the term July 1, 2018 through June 30, 2019, at the following per diem rates:
- \$205.00 for ACT Residential**
\$205.00 for ACT Weekend

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

- (A) **Resolution #R-17-2020**, amending the Citizen Participation Plan (CCP), adopted January, 1975 and revised July, 2006, and November, 2019, in accordance with HUD regulations. The CCP presents the County's intent for providing and encouraging all citizens to participate in the development, revision, amendment, adoption, and implementation of various aspects of the Community Development Block Grant program, HOME Investment Partnerships program, and Emergency Solutions Grant program.

RESOLUTION #R-17-2020

WHEREAS, the Westmoreland County Board of Commissioners find it necessary to amend the Citizen Participation Plan for the County of Westmoreland, adopted January 1975 and revised December 1995, June 2006, and November 2019, in order to bring the Plan into compliance with 24 CFR 91.105, the federal regulations governing citizen participation;

WHEREAS, the Plan sets forth the County's policies and procedures by which it encourages citizens to participate and comment on various federally funded programs, including Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program, and Emergency Solutions Grant (ESG) program; and

WHEREAS, the Board of Commissioners has published notification of its intent to amend said Citizen Participation Plan in a newspaper of general circulation in the County and has made the proposed amendments available for public review.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Westmoreland that the amended Citizen Participation Plan is hereby approved this 14th day of May, 2020 at a duly advertised public meeting with a quorum being present.

- (B) **Resolution #R-18-2020**, authorizing a substantial amendment to FY 2019 of the County's 2019 Community Development Block Grant (CDBG) program.

RESOLUTION #R-18-2020

WHEREAS, the Westmoreland County Board of Commissioners find it necessary to make substantial amendments to Federal Fiscal Year 2019 of the Westmoreland County Community Development Block Grant Program for the addition of one (1) project as follows: 19-31E COVID-19 Relief to allocate the amount of \$100,000. The funding will be utilized to provide Supportive/Essential Services, Housing, and Alleviate public health and safety conditions as related to the COVID-19 pandemic.

WHEREAS, the Board of Commissioners in full accordance with guidelines set forth in the officially adopted Citizen Participation Plan for the County of Westmoreland, adopted January, 1975 and revised May 2020, have provided for notification of intent to amend said Community Development Block Grant Program in a newspaper of general circulation in the County and have made the proposed amendment available for public review at the Westmoreland County Department of Planning and Development.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Westmoreland that the amendment as described are hereby in all respects approved.

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and John Walton, Warden, motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the following items for the **Prison:**

- (A) Amendment to Master Services Agreement with **Global Tel * Link Corporation** awarded September 7, 2017 for GTL to provide the Covid-19 Free Video Visitation Program from May 18, 2020 through June 30, 2020. During this time period, each inmate at the Prison will receive one (1) free video visit, per week, for a duration of up to ten (10) minutes per free video visit, with the County agreeing to pay GTL for the free video visitation minutes at a cost of \$0.60 per minute during this time period.

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Roland Mertz, Director and the Department of Financial Administration (item A), motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the following items for **Public Safety:**

- (A) Grant Application to **Norfolk Southern Railroad Company**, in the amount of **\$4,950.00** to be used by the Westmoreland County Hazmat Team to respond to hazardous materials calls on the rail systems that run throughout the County.
- (B) Amendment to Professional Services Agreement with **Excelsa Health Works**, dated February 7, 2019 to extend services for Hazmat Response Team Member Physicals through December 31, 2020, in the same amount, with all other terms and conditions remaining the same.
- (C) First Amendment to Professional Services Agreement with **Amerisafe Group**, approved April 2, 2020 for screening at the Westmoreland County Department of Public Safety during the Covid-19 Pandemic, to extend the Agreement through May 31, 2020.
- (D) Acceptance of UPS Service Quotation with **Gen-Mark, Gemco-Renmark Sales, LLC**, in the amount of **\$13,942.80** for the Uninterrupted Power Supply for the term June 3, 2020 through June 2, 2021

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

- (A) Extend Agreement with **Republic Services**, dated March 29, 2018 for “**Dumpster Services for Westmoreland County Parks,**” (**Bid 18-06**) for an additional one year term, April 1, 2020 through March 31, 2021, at the same terms and conditions; this is the second and final extension
- (B) Change Order #4 to Agreement with **Curry & Kepple**, for “**Twin Lakes Park Rehabilitation,**” (**Bid 19-27**) to extend the completion date an additional 21 days, from May 11, 2020 to June 1, 2020, due to restrictions in response to the COVID-19 pandemic; all other terms, conditions and provisions of the agreement shall remain in full force and effect
- (C) Change Order #5 to Agreement with **Custom Contracting**, for “**Mammoth Park Rehabilitation-Phase I,**” (**Bid 19-16**) to extend the completion date an additional 30 days, from June 3, 2020 to July 3, 2020, due to restrictions in response to the COVID-19 pandemic; all other terms, conditions and provisions of the agreement shall remain in full force and effect

- (D) Licensed Training Provider Agreement with **The American National Red Cross** for the purpose of licensing Red Cross training materials and curriculum to Westmoreland County in order to permit individuals who are either employees or volunteers of Westmoreland County and who are also Red Cross-certified instructors in good standing, to deliver instruction to the Red Cross training courses
- (E) Acceptance of Proposal from **Johnson Controls**, in the amount of **\$918.18** (pursuant to PA State Contact #4400015469) for fire alarm testing at the Westmoreland County Voting Machine Warehouse
- (F) Acceptance of Proposal from **Johnson Controls**, in the amount of **\$302.45** (pursuant to PA State Contract #4400015469) to replace a smoke detector and horn strobe light at the McKenna Center
- (G) Addendum to Agreement with **Terminix International Co., LP**, dated February 13, 2020 to add services at MDJ Court-Bradenville at the rates of **\$35.15 per quarter**
- (H) Bids for “**Soda, Soft Drinks & Related Supplies,**” (**Bid 20-21**), for the term June 1, 2020 through May 31, 2023, were opened on May 5, 2020:

Pepsi Beverages Company \$85,105.74

Award bid to **Pepsi Beverages Company**, being the only bidder and meeting specifications in the amount of **\$85,105.74**, for the term June 1, 2020 through May 31, 2023

- (I) Bids for “**Commercial Window Cleaning Services for County Buildings,**” for the term June 1, 2020 through May 31, 2023, (**Bid 20-20**), were opened on May 5, 2020:

Montore Building Services LLC d/b/a Squeegee Squad \$275,652.00

Reject the bid, revise specifications and authorize the County Controller to re-advertise

- (J) Bids for “**Dump Truck,**” (**Bid 20-22**), were opened on May 5, 2020:

	Bid Amount	Trade-In	Total Bid
Freightliners of New Stanton	\$143,660.00	(\$3,500.00)	\$140,160.00
Fyda Freightliner Pittsburgh, Inc.	\$140,890.00		\$140,890.00
Watt's Truck Center, Inc.	\$156,539.58	(\$11,250.00)	\$145,289.58

Award bid to **Freightliners of New Stanton**, being the lowest bidder and meeting specifications in the total amount of **\$140,160.00** (funded by Liquid Fuels)

Upon review and recommendation of James Albert, Sheriff, Melissa A. Guiddy, County Solicitor and the Department of Financial Administration (item D) motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the following items for the **Sheriff:**

- (A) Revised pricing from Infocon-Harris Computer Acquisition at the 2020 monthly fee of \$1,061.93, plus VPN fees in the amount of \$82.50 (\$1,144.43/total per month for 2020)
- (B) Automatic renewal of Agreement with **TransUnion (TLO)**, dated July 25, 2013, with supplemental pricing approved July 25, 2019; for an additional one year term August 1, 2020 through July 31, 2021, with annual automatic renewals
- (C) Acceptance of Quotation from **Ossafac Solutions Inc.**, for AnyDoc Software Maintenance in the amount of **\$792.00** for the term February 4, 2019 through February 3, 2020 and in the amount of **\$792.00** for the term February 4, 2020 through February 3, 2021
- (D) Grant Application with **Patrick Leahy Bulletproof Vest Partnership (BVP)** in the amount of **\$6,825.00** (50% of total cost of vests) for the **Westmoreland County Sheriff's Department**

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

- (A) **Resolution #R-19-2020**, authorizing execution of Notice of Intent-Requesting Election Security Grant Funds and Notice of Intent-Requesting CARES Act Grant Funds related to election administration, in the amount of \$195,200.84 from the Consolidated Appropriations Act of 2020 and \$167,270.12 from the Coronavirus Aid, Relief and Economic Security Act

Resolution #R-19-2020

Authorizing Execution of Notice of Intent-Requesting Election Security Grant Funds and Notice of Intent-Requesting CARES Act Grant Funds Related to Election Administration, in the Amount of \$195,200.84 from the Consolidated Appropriations Act of 2020 and \$167,270.12 from the Coronavirus Aid, Relief and Economic Security Act

WHEREAS, the Board of Commissioners of Westmoreland County has received correspondence dated April 28, 2020 from the Commonwealth of Pennsylvania, Department of State, Deputy Secretary for Elections and Commissions, informing the County of Westmoreland that it is eligible to receive funds in the amount of \$195,200.84 from the Consolidated Appropriations Act of 2020 and \$167,270.12 from the Coronavirus Aid, Relief and Economic Security Act; and

WHEREAS, in order for the County to request these grant funds, the County must execute a Notice of Intent-Requesting Election Security Grant Funds and a Notice of Intent-Requesting CARES Act Grant Funds.

THEREFORE, the Board of Commissioners of Westmoreland County shall execute the Notice of Intent-Requesting Election Security Grant Funds and the Notice of Intent-Requesting CARES Act Grant Funds related to election administration, in the amount of \$195,200.84 from the Consolidated Appropriations Act of 2020 and \$167,270.12 from the Coronavirus Aid, Relief and Economic Security Act.

RESOLVED AND ENACTED this 14th day of May, 2020 by the Board of Commissioners of the County of Westmoreland at a duly advertised public meeting with a quorum being present

- (B) Grant Agreement with the Commonwealth of Pennsylvania, Department of State, CARES Act Grant Funds in the amount of \$167,270.12
- (C) Grant Agreement with the Commonwealth of Pennsylvania, Department of State, for HAVA Grant Funds in the amount of \$195,200.84, through the Consolidated Appropriations Act of 2020
- (D) Agreement with **Westmoreland County Blind Association** for secure document destruction services, for the term August 1, 2020 through July 31, 2021 at the rate of \$450.00/month

- (E) Public Assistance Grant Program Agreement with the Commonwealth of Pennsylvania, Pennsylvania Emergency Management Agency for “DR-4506-COVID-19,” and further approve **Resolution #R-20-2020**, authorizing the Chairman of the Board of Commissioners of Westmoreland County to execute all required forms and documents for the purpose of obtaining federal assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act

#R-20-2020

PEMA-DAP -1

DESIGNATION OF AGENT RESOLUTION

FOR: DR-4506 - COVID-19
(Enter Name of Disaster or Number)

BEING THE Board of Commissioners **OF** Westmoreland County
(Chief Executive Officer Title) (Public Entity)
I Sean Kertes **Chairman**
(Name of Applicant Agent) (Title)

HAS THE AUTHORITY TO EXECUTE FOR AND IN BEHALF OF
Westmoreland County, _____ County,
(Public Entity)

public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

<u>Sean Kertes</u> <small>(Name)</small>	<u>Chairman</u> <small>(Title)</small>	<u><i>Sean Kertes</i></u> <small>(Signature)</small>
<u>Douglas W. Chew</u> <small>(Name)</small>	<u>Vice-Chairman</u> <small>(Title)</small>	<u><i>[Signature]</i></u> <small>(Signature)</small>
<u>Gina Cerilli, Esq.</u> <small>(Name)</small>	<u>Secretary</u> <small>(Title)</small>	<u><i>[Signature]</i></u> <small>(Signature)</small>
_____ <small>(Name)</small>	_____ <small>(Title)</small>	_____ <small>(Signature)</small>

CERTIFICATION

I, Vera Spina, duly appointed the Chief Clerk
(Name) (Chief Executive Title)
of Westmoreland County, do hereby certify that the above is a true.
(Public Entity)
Board of Commissioners
(Governing Body)
Westmoreland County
Vera Spina 5/14/2020
(Signature) (Date)

- (F) Memorandum of Understanding with **Adelphoi Village**, for training and certification of new hire staff, as well as recertification of existing staff in Safe Crisis Management, until such time as the Westmoreland County Juvenile Detention and Shelter has its own certified trainer
- (G) **ORDINANCE NO. #ORD-1-2020** repealing Ordinance No. #Ord-02-1992, which established a County Licensing Ordinance

ORDINANCE NO. #ORD-1-2020

AN ORDINANCE REPEALING ORDINANCE NO. #ORD-02-1992, WHICH ESTABLISHED A
COUNTY LICENSING ORDINANCE

WHEREAS, by Ordinance # Ord-02-1992, the County, enacted an ordinance entitled the “County Licensing Ordinance,” which required that all persons obtain licenses from the County to collect and transport municipal waste within Westmoreland County to a municipal waste processing and/or disposal facility designated by the County; and

WHEREAS, in 2002, the Waste Transportation Safety Act, Act 90 of 2002, 27 Pa.C.S.A. § 6201 *et seq.*, was enacted (hereinafter “the Act”); and

WHEREAS, Section 6203 of the Act provides the Department of Environmental Protection of the Commonwealth of Pennsylvania, with the authority to establish a Waste Transportation Safety Program that shall:

“(1) Ensure the responsible and safe transportation of municipal or residual waste to processing and disposal facilities by requiring written authorization from the department.

(2) Prohibit a waste processing or disposal facility from accepting municipal or residual waste from a waste transportation vehicle engaged in commerce without a valid authorization sticker issued by the department.

(3) Provide the department with the authority to deny or revoke written authorization where the agency finds that the transporter has failed or continues to fail to comply with applicable laws and regulations.

(4) Establish a transportation authorization fee for the administration and enforcement of th[e] chapter[;]” and

WHEREAS, Section 6203 of the Act, provides that “no county and no municipality may implement a municipal waste or residual waste transportation authorization or licensing program after the effective date of this chapter (i.e. August 28, 2002);” and

WHEREAS, Section 6204 of the Act, provides that “it shall be unlawful for a transporter to operate a waste transportation vehicle without obtaining written authorization from the [Department of Environmental Protection of the Commonwealth of Pennsylvania].”

WHEREAS, in light of the Act, the County no longer possesses the authority to license persons who collect and transport municipal waste within the County.

WHEREAS, in addition to being a “licensing ordinance,” Ordinance No. 2 of 1992, provided waste flow control requirements to direct waste to designated processing and/or disposal sites, as well as penalties for violation of the Ordinance, which will be revised and adopted as set forth in proposed Ordinance No. 2 of 2020.

IT IS HEREBY ORDAINED AND ENACTED, by the Board of Commissioners of the County of Westmoreland, Pennsylvania:

That in view of the facts set forth in the preceding paragraphs, Ordinance # Ord-02-1992 of Westmoreland County is hereby repealed, with the waste flow control requirements to direct waste to designated processing and/or disposal sites to be revised and adopted as set forth in proposed Ordinance No. 2 of 2020.

This Ordinance shall take effect January 1, 2021.

DULY ORDAINED AND ENACTED at a public meeting of the Board of Commissioners of the County of Westmoreland, Pennsylvania, held on the 14th day of May, 2020.

- (H) **ORDINANCE NO. #ORD-2-2020** Establishing Waste Flow Control Requirements to Direct Waste Designated Processing and/or Disposal Sites; and Providing Penalties for Violation Of This Ordinance With Administration To Be By The Westmoreland County Department Of Planning And Development.

ORDINANCE NO. # ORD-2-2020

AN ORDINANCE OF THE COUNTY OF WESTMORELAND, PENNSYLVANIA, ESTABLISHING WASTE FLOW CONTROL REQUIREMENTS TO DIRECT WASTE DESIGNATED PROCESSING AND/OR DISPOSAL SITES; AND PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE WITH ADMINISTRATION TO BE BY THE WESTMORELAND COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT.

WHEREAS, Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act, requires that counties accept new responsibilities including the preparation and implementation of municipal waste management plans that provide for the processing and disposal of the municipal waste generated within their boundaries for at least ten years; and

WHEREAS, it is the position of the Pennsylvania Department of Environmental Protection that counties must implement a waste flow control mechanism ensuring that the municipal waste generated within the county is disposed at the disposal sites designated in the county plan; and

WHEREAS, the Board of County Commissioners of Westmoreland County has adopted and approved the 1990 Westmoreland County Municipal Waste Management Plan in accordance with the requirements of Section 501 of Act 101, and said Plan has been duly ratified by the municipalities of Westmoreland County; and

WHEREAS, the Board of County Commissioners of Westmoreland County has adopted and approved subsequent revisions to the 1990 Westmoreland County Municipal Waste Management Plan in accordance with the requirements of Section 272, Subchapter C of PA Code Title 25, and said Plan revisions have been reviewed or ratified by the municipalities of Westmoreland County as necessary; and

WHEREAS, the most recent updated Municipal Waste Management Plan were approved by the Board of County Commissioners of Westmoreland County on or about January 30, 2020, by Resolution #R- 1-2020, as approved by the Pennsylvania Department of Environmental Protection on April 8, 2020.

WHEREAS, the County of Westmoreland (hereinafter County) has the power and duty to adopt any such ordinances deemed necessary to implement this Plan by the authority vested to the County pursuant to Section 303 of Act 101; and

NOW, THEREFORE, the Board of County Commissioners of Westmoreland County hereby enacts and ordains as follows:

SECTION 1 - SHORT TITLE

This Ordinance shall be known and referred to as the "County Flow Control Ordinance".

SECTION 2 DEFINITIONS

The following words and phrases as used in this Ordinance shall have the meaning ascribed to them herein, unless the context clearly indicates a different meaning:

Act 97 --The Pennsylvania Solid Waste Management Act of 1980 (P.L. 380, No.97, July 7, 1980).

Act 101 - The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (SB 528, Act 1988-101, July 28, 1988).

Collector or Waste Hauler -- shall mean any person, firm, partnership, corporation or public agency who is engaged in the collection and/or transportation of municipal waste.

Commercial Establishment -- shall mean any establishment engaged in non-manufacturing or non-processing business, including but not limited to, stores, markets, offices, restaurants, shopping centers and theaters.

County-- shall mean Westmoreland County.

Department-- shall mean the Westmoreland County Department of Planning and Development, an authorized agent of Westmoreland County.

Industrial Establishment-- shall mean any establishment engaged in manufacturing or production activities, including, but not limited to, factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Establishment-- shall mean any establishment or facility engaged in services, including, but not limited to, hospitals, nursing homes, schools and universities.

Leaf Waste -- shall mean leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipality-- shall mean any local municipal government within Westmoreland County.

Municipal Solid Waste (MSW) – shall mean any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid, or contained gaseous material resulting from the operation of residential, municipal, commercial, or institutional establishments and from community activities; and sludge not meeting the definition of residual or hazardous waste under the Municipal Waste Management Plan from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility.

Municipal Waste Landfill -- Any facility that is designed, operated and maintained for the disposal of municipal waste and permitted by the PADEP for such purposes.

PADEP -- shall mean the Pennsylvania Department of Environmental Protection.

PADEP Licensed Collector or Waste Hauler -- shall mean any municipal waste collector or hauler possessing a current Pennsylvania State License issued pursuant to Act 90.

Person-- means any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, municipality, State institution and agency, or any other legal entity recognized by law as the subject of rights and duties. Person also includes a lessee as well as an owner of a residential establishment and includes a person, association, firm or corporation which owns a residence or business.

Processing -- means any technology used for the purpose of reducing the volume or bulk of municipal or residual waste or any technology used to convert part or all of such materials for off- site reuse. Processing facilities include, but are not limited to, transfer stations, composting facilities and resource recovery facilities.

Recycling -- means the collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste, or the mechanical separation and treatment of municipal waste (other than combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.

Scavenging-- shall mean the unauthorized and uncontrolled removal of any material stored or placed at a point for subsequent collection or from a solid waste processing or disposal facility.

Source Separated Recyclable Materials -- means materials that are separated from municipal waste at the point of origin or generation for the purpose of recycling.

Transportation-- means the off-site removal of any municipal waste at any time after generation.

For the purposes of this Ordinance, the singular shall include the plural and the masculine shall include the feminine and neutral.

Section 3 - PROHIBITED ACTIVITIES

1. It shall be unlawful for any person to collect and/or transport municipal solid waste from any sources within Westmoreland County in a manner that is not in accordance with the provisions of this Ordinance and the minimum standards and requirements established in Chapter 285 of the DEP's Municipal Waste Management Regulations.
2. All municipal waste collected from sources located within Westmoreland County, must be delivered to a processing or disposal facility listed in the most recently approved Westmoreland County Act 101 Municipal Waste Management Plan and under contract with Westmoreland County for waste acceptance.
3. It shall be unlawful for any person to scavenge any material from any municipal waste or source-separated recyclable materials that are stored or placed for subsequent collection within Westmoreland County without prior written approval from the County and the local municipality.

SECTION 4 - STANDARDS FOR COLLECTION AND TRANSPORTATION

1. All collectors or waste haulers operating within the County must comply with the following minimum standards and regulations:
 - A. All trucks or other vehicles used for collection and transportation of municipal waste must comply with the requirements of Act 97 and Act 101 and PA DEP regulations adopted pursuant to Act 97 and Act 101, including Title 25, Chapter 285, Subchapter B Regulations for the Collection and Transportation of Municipal Waste.
 - B. All collection vehicles conveying municipal waste shall be operated and maintained in a manner that will prevent creation of a nuisance or a hazard to public health, safety and welfare.
 - C. All collection vehicles conveying putrescible municipal waste shall be watertight and suitably enclosed to prevent leakage, roadside littering, attraction of vectors and the creation of odors and other nuisances.
 - D. All collection vehicles conveying non-putrescible municipal waste shall be capable of being enclosed or covered to prevent roadside litter and other nuisances.
 - E. All collection vehicles conveying municipal waste shall bear signs identifying the name and business address of the person or municipality which owns the vehicle and the specific type of municipal waste transported by the vehicle. All such signs shall have lettering which is at least six inches in height as required by Act 101.
2. The County and the Department shall have the right to designate the specific processing and/or disposal facilities where Collectors must transport and dispose any municipal solid waste collected from sources within Westmoreland County.

SECTION 5 - REPORTING REQUIREMENTS

1. Each contracted disposal facility shall prepare and submit a quarterly report to Westmoreland County. The report shall be submitted on or before April 15th, July 15th, October 15th, and January 15th for the previous three month period. At a minimum, the following information shall be included in each quarterly report:
 - A. The total weight of each type of municipal waste that was delivered to the site during each month of the reporting period designated as Westmoreland County waste.
 - B. The total amount of any monies remitted directly to Westmoreland County by the Facility, in accordance with the contract. This shall be listed both “quarterly” and “to date.”

SECTION 6 - PENALTIES

1. Any person who violates any provision of this Ordinance shall be, upon conviction thereof, sentenced to pay a fine of not less than \$100 nor more than \$1,000 plus costs of prosecution and restitution, if any, and, in default of payment of said fine and costs, to undergo a term of imprisonment not to exceed 10 days. Each violation of any provision of this Ordinance, and each day that such violation shall exist, shall constitute a separate violation and offense.

The penalties and remedies set forth in this Ordinance are in addition to, not in lieu of, any fines, penalties or remedies provided by federal, state and local laws and regulations. The existence or exercise of any remedy shall not prevent the County from exercising any other remedy provided under this Ordinance or available at law or equity.

2. Complaints shall be filed and heard by the District Justice with competent jurisdiction.
3. The County shall also have the right at any time, after a hearing before a District Justice, to suspend or revoke the contract of a designated disposal facility for any of the following causes:
 - A. Falsification or misrepresentation of any statements in a report.
 - B. Lapse or cancellation of any required insurance coverages.
 - C. Transportation and disposal of any municipal waste collected from sources within Westmoreland County to any site other than those processing or disposal facilities designated and contracted by the County; and
 - D. Violation of any part of this Ordinance, any other applicable county or municipal ordinances, any other applicable county or municipal contracts, any other Department permits, or other applicable Pennsylvania laws or regulations.

SECTION 7 - INJUNCTIVE POWERS

The County may petition the Court of Common Pleas of Westmoreland County for an injunction, either mandatory or prohibitive, in order to enforce any of the provisions of this Ordinance.

SECTION 8 - SEVERABILITY

In the event that any section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, shall be declared illegal, invalid or unconstitutional for any reason, the remaining provisions of this Ordinance shall not be affected, impaired or invalidated by such action.

SECTION 9 - CONFLICT

Any ordinances or any part of any ordinances which conflict with this Ordinance are hereby repealed insofar as the same is specifically inconsistent with this Ordinance.

SECTION 10 - EFFECTIVE DATE

This Ordinance shall take effect on January 1, 2021.

ORDAINED AND ENACTED into an Ordinance this 14th day of May, 2020.

- (I) **ORDINANCE NO. #ORD-3-2020** entitled Westmoreland County Solid Waste and Recyclables Storage, Collection, Disposal and Processing Ordinance

ORDINANCE NO. 3

AN ORDINANCE OF WESTMORELAND COUNTY ENTITLED "WESTMORELAND COUNTY SOLID WASTE AND RECYCLABLES STORAGE, COLLECTION, DISPOSAL AND PROCESSING ORDINANCE"

SECTION 1: REGULATING THE STORAGE, COLLECTION AND DISPOSAL OF SOLID WASTE

§101. TITLE, PURPOSE AND DEFINITIONS.

1. Title. This Ordinance shall be known as the "Westmoreland County Solid Waste and Recyclables Storage, Collection, Disposal and Processing Ordinance."

2. Intent and Purpose.
 - A. It is the intent and purpose of this Ordinance to promote the public health, safety and welfare and to eliminate public health hazards, environmental pollution and economic loss by providing that all residential, commercial and industrial refuse and recycling accumulated or stored upon any property within Westmoreland County shall be collected and removed by a responsible person or hauler and shall be disposed or processed in an area authorized by and approved by the County via signed Agreement (when applicable) and permitted for refuse disposal and/or recyclables processing in accordance with all State, Federal and local laws and ordinances.

 - B. It is also the intent and purpose of this Ordinance to promote the public health, safety and welfare and to eliminate public health hazards, environmental pollution and economic loss by providing that all material separated and stored for recycling at any residential, commercial, institutional or municipal establishment in accordance with the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) and local ordinances and regulations shall be collected and removed by a responsible person or hauler and shall be delivered to a recycling processing center authorized by the County for processing and marketing in accordance with all State, Federal and local laws and ordinances.

3. Definitions. For the purpose of interpreting the provisions of this Ordinance, the following words shall have the meaning or meanings ascribed:

ASHES - residue from the burning of coal, coke or other combustible material.

BULKY WASTES - municipal waste which is too large and/or heavy to be placed in standard 30 gallon garbage (municipal waste) bags and/or garbage (municipal waste) receptacles including, but not limited to, appliances, furniture and large auto parts.

CARTWAY - paved area of street, alley, road, avenue, etc.

CONSTRUCTION and/or DEMOLITION WASTE - solid waste (as defined in Act 101) resulting from the construction and/or demolition of buildings and other structures including, but not limited to, wood, plaster, metals, asphaltic substances, brick block and unsegregated concrete. The term also includes dredging waste. The term does not include the following, however, if the same are separate from other waste and are used as "clean fill" (e.g. material used to level uneven areas of real estate):

- (1) Uncontaminated soil, rock, stone, gravel, unused bricks and/or concrete.
- (2) Waste from land bearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

COUNTY - the county shall mean Westmoreland County, who is adopting and enforcing this Ordinance and any amendments thereto. Any reference to the County herein shall also be a reference to any designee or agent of the said County.

DISPOSAL - storage, collection, disposal or handling of garbage, municipal waste and other refuse material.

GARBAGE - all crockery, dishes, ashes, cinders, rubber, linoleum, asphalt or tarry products (e.g. roofing paper and shingles), grease and putrescible animal, fish, fowl, fruit or vegetable waste incident to and resulting from the use, preparation, cooking and consumption of food.

HAZARDOUS WASTE - any garbage, refuse, sludge from an industrial or other wastewater treatment plant, sludge from a water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semi-solid or contain gaseous material resulting from municipal, commercial, industrial, institutional, mining or agricultural operations and from community activities or any combination of the above. Does not include solid or dissolved material and domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under §402 of the Federal Water Pollution Control Act, as amended, (86 Stat. 880) or source, special nuclear or byproduct material as defined by the U.S. Atomic Energy Act of 1954, as amended, (68 Stat. 923), which, because of its quantity, concentration or physical, chemical or infectious characteristics may:

- (1) Cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population.
- (2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

The term of "hazardous waste" shall not include coal refuse, as defined in the Act of September 24, 1968 (P.L. 1040, No. 318), known as the "Coal Refuse Disposal Control Act." Hazardous waste shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to Act of June 22, 1937 (P.L. 1987, No. 394), known as the "Clean Streams Law."

HAULER - a person who collects, transports and/or disposes of municipal waste, other refuse material and/or recyclables from residential, commercial and/or industrial establishments.

HOUSEHOLD HAZARDOUS WASTE (HHW) – those wastes produced in the household that are hazardous in nature, but are not regulated as hazardous waste, under federal and state laws.

LEAF WASTE - leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

MUNICIPAL WASTE - any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials.

NUISANCE - any condition, structure or improvement which shall constitute a threat to the health, safety or welfare of the citizens of the County.

OCCUPANT – a person generally in possession and control of any residential, commercial, institutional or industrial establishment.

PERSON - any individual, partnership, institution, cooperative enterprise, municipality, municipal authority, federal government or agency, state institution or agency, association, firm or corporation or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. Person also includes a lessee as well as an owner of a residential establishment and includes a person, association, firm or corporation which owns a residence or business.

RECYCLABLES - materials generated by a person which can be separated from municipal waste and returned to commerce to be reused as a resource in the development of useful products. Recyclables, include at a minimum, the following: newsprint, aluminum cans, bimetallic cans, clear and/or colored glass, plastic beverage containers, high grade office paper, corrugated paper and paperboard, leaf waste and such other materials as may be designated or deleted from time to time by resolution.

RECYCLING PROCESSING CENTER - a facility that receives, sorts, separates, prepares and markets collected recyclables.

REFUSE - any material other than residual waste, municipal waste, hazardous waste and/or recyclables.

RESIDUAL WASTE - any garbage, refuse, other discarded material or other waste including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge that is not otherwise hazardous from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility or recycling processing center, provided that it is not hazardous. The term "residual waste" shall not include coal refuse, as defined in the Coal Refuse Disposal Control Act. Residual waste shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to the Clean Streams Law.

SPECIAL RECYCLABLES - recyclables other than those recyclables mandated herein to be collected at the curb side, that are marketable as scrap, recyclable or reusable such as angle and cast iron, copper, etc.

WASTE DUMPSTER and/or WASTE CONTAINER - any non-motorized and/or nonpropelled receptacle designed to hold and/or receive municipal waste and/or other refuse material, capable of being lowered and lifted by motor vehicle or truck for the purpose of municipal waste and/or other refuse material collection.

YARD WASTE - weeds, shrub trimmings, bundled tree prunings, and garden waste, not including grass clippings or leaves.

In this Ordinance, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Other words not defined herein shall have the meaning set forth in the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) and any regulations promulgated from this Act or related statutes, and any other applicable ordinance or regulation of the County.

§102. HAULER REQUIREMENTS.

1. Collection of Recyclables Required. Except as otherwise provided by this Ordinance or any other ordinance or regulations of the County, any person who collects municipal waste and/or other refuse material within the County shall also collect recyclables as set forth in this Ordinance.
2. Collection Vehicles; Specifications and Condition
 - A. No hauler shall operate, cause or permit to be operated, any motor vehicle or truck for collecting or disposing of municipal waste and/or other refuse material within the limits of the County unless such motor vehicle or truck shall be equipped with a fireproof and leak proof compacting compartment. Said compacting compartment, in addition to meeting any other specifications herein required, shall facilitate complete containment of solid waste and be equipped with operable drain plugs at the lowest point. Only bulky oversized waste or recyclables may be collected in open bed vehicles and, said items shall be secured and completely covered with a water proof tarpaulin.
 - B. No vehicle used in the collection, transportation or disposal of municipal waste, recyclables and/or other refusal material shall scatter any of said material, leachate or vehicle fluids on the streets, roads, highways, alleys or other property (private or public) in the County.
 - C. Vehicles used to collect or transport municipal waste and/or other refuse materials shall be maintained in a sanitary condition so as to present as satisfactory outward appearance and shall meet all the requirements of the County and the Pennsylvania Department of Environmental Protection.

- D. Vehicles used to collect or transport municipal and residual waste in the state of Pennsylvania shall be licensed by the Pennsylvania Department of Environmental Protection, pursuant to The Waste Transportation Safety Act (Act 90). This applies to waste transportation vehicles (trucks and truck tractors) with a registered gross vehicle weight greater than 17,000 lbs., and trailers with a registered gross vehicle weight greater than 10,000 lbs. All waste haulers operating in the County must have a valid Waste Transporter Authorization.
- E. The County or its agent shall have the right to inspect any vehicles used to collect or transport municipal waste, other refuse material or recyclables at any reasonable time for the purpose of determining compliance with this Ordinance or any other ordinance, resolution and/or regulation of the County. The hauler shall correct deficiencies immediately upon notification by the County, and said collection vehicle shall not be used for the purposes set forth in this Ordinance until said deficiencies have been corrected.
- F. Each hauler shall maintain its equipment in such condition as to be able to maintain their collection schedule.
- G. Trucks and/or other vehicles used for the collecting, transporting, disposing or removing of any municipal waste, other refuse material or recyclables in the County shall meet the following requirements:
 - (1) Packers. All municipal waste, other refuse material, any recyclables shall be enclosed within the confines of the cargo area, which shall be watertight.
 - (2) Dump Trucks. If constructed with completely metal beds and lacking additional wooden sideboards, such truck shall be covered with a waterproof tarp as set forth in §102(A). Dump Trucks may be used to collect only bulky oversized waste or recyclables.
 - (3) Any trucks or vehicles used for the collection and/or transporting of recyclables within the County shall conform to applicable ordinances, resolutions or regulations of the County or municipality.
 - (4) Any and all vehicles used for collection of municipal waste, other refuse material and/or recyclables, shall be clearly marked to identify the person which collect(s) municipal waste, other refuse and/or recyclables pursuant to this or any other applicable County ordinance. The marking used by said person shall contain lettering no less than 6 inches in height.

3. Waste Dumpsters and/or Specifications and Conditions.

- A. Any waste dumpster and/or waste container(s) placed in public right-of-ways shall, in addition to being subject to the requirements of §103(1)(E), be illuminated with a warning light, light reflector or a reflectorized material visible to oncoming vehicles for a distance of not less than 300 feet, between the hours of sunset and sunrise.
- B. Any waste dumpster and/or waste container shall be equipped with a cover so that when not in use, material will not blow from the container, nor will significant amounts of water accumulate in the waste dumpster and/or waste container so as to cause leakage.
- C. Liquid leachate shall not leak from any waste dumpster and/or waste container onto any street, sidewalk or public right-of-way.
- D. Only permitted, nonrecyclable municipal waste shall be placed in such containers, in compliance with all applicable ordinances and/or guidelines.

- E. The name of the hauler responsible for the placement, emptying or removal of the waste dumpster and/or waste container must prominently be displayed thereon.
- F. No person shall park or place any waste dumpster and/or waste container on any street, alley, highway, sidewalk or right-of-way within the County under any circumstances under subsection (G).
- G. Subsection (F) of this subsection shall not be applicable to the temporary parking/placement of said waste dumpster and/or waste container upon proof of sufficient cause, to the County, at which time a permit will be issued for a temporary period of time determined as reasonable. The permit will not be valid unless the waste dumpster and/or waste container meets all specifications required by this Ordinance. Additionally, at no time will a waste dumpster and/or waste container be placed onto any running lane of the roadway restricting the flow of traffic.
- H. Upon official notification by the County of violation of this Ordinance and/or other applicable ordinances and/or guidelines, the hauler responsible for the placement, emptying or removal of same or the owner of the same shall remove said waste dumpster and/or waste container in violation from the street, alley and/or highway or sidewalk within 24 hours. If the waste dumpster and/or waste container has not been removed and the hauler responsible for the placement, emptying or removal of same or the owner of the same has not shown cause for a time extension, the County shall move or cause to be moved, at the said hauler or owner's expense, said equipment in violation, to a suitable facility where it may be reclaimed by the said hauler and/or owner upon payment of costs.
- I. The waste dumpster and/or waste container permit fee under this Ordinance shall be as established from time to time by the County and shall be in addition to all other license fees or tax required to be paid by the laws of the Commonwealth of Pennsylvania or the ordinances of the County.

§103. COLLECTION OF MUNICIPAL WASTE, OTHER REFUSE MATERIAL AND/OR RECYCLABLES.

1. Point of Collection

- A. Municipal waste, other refuse or recyclables shall be placed at the edge of the cartway or any other designated place for collection no sooner than 6:00 p.m. on the day before the scheduled day for collection each week.
- B. Each hauler shall collect all municipal waste, other refuse material and/or all recyclables that have been placed at the side of the cartway or other designated location by its customers for collection, except as otherwise provided in this Ordinance or any other ordinance, resolution or regulation of the County.
- C. In the event a person is disabled, under the definition of the Americans with Disabilities Act of 1990, and said person due to the disability is unable to place municipal waste, refuse and/or recyclables, generated at said person's residence, at the curb side and said person in any manner notifies their hauler of said person's disability, the hauler shall make reasonable accommodations with said disabled person as to a more accommodating place for placement and collection of the municipal waste, refuse and/or recyclables by the hauler.

- D. If a person who is disabled pursuant to the immediately preceding subsection, requests said person's hauler to make reasonable accommodations as to a more accommodating place for placement and collection of municipal waste, refuse and/or recyclables and said hauler refuses and/or the said person believes the accommodations made are not reasonable, said person, or person's agent (hereinafter "complainant") shall notify the County within 30 days of said accommodations, if believed to be unreasonable by the complainant or within 30 days of request by the complainant for reasonable accommodations if none have been made by the complainant's hauler. The County or the County's duly authorized agent shall, within 15 days of said notice by the complainant, investigate the complaint, and if found to be valid, shall, within 30 days of said complaint, notify the complainant's hauler, in writing, by certified mail, return receipt requested, of the deficiency, with a photocopy of said notice to the complainant, and indicate the corrective action to be taken within 10 days of receipt of said notice. Failure of said hauler to comply with the directives of the notice shall constitute a violation of this Ordinance, and may subject the said hauler to penalties.
- E. Each hauler owning, leasing and/or otherwise placing or causing to be placed any container at any type of establishment for the purpose of placing municipal waste, other refuse material and/or recyclables therein for later collection, shall ensure that any such container is emptied within 48 hours of the same becoming full to capacity, regardless of whether the fee for collection of the same has been paid. Nothing herein shall prevent the hauler from removing said hauler owned or leased container from the establishment for nonpayment of collection services so long as the container is emptied with regard to municipal waste, at a permitted landfill facility licensed by the Commonwealth of Pennsylvania and listed in the most recent County Plan as a designated disposal facility with an executed Agreement with the County and, with regard to recyclables, at a recycling center licensed by the County.

2. Days and Hours of Collection.

- A. Collection Days Established
- (1) Days of Collection. The County may, by resolution, establish specific days or hours for collection of waste or recyclable materials
 - (2) No Collection Days Established. A hauler shall not be permitted to collect, remove and/or transport municipal waste, other refuse material and/or recyclables from residential establishments and/or multi-family establishments with four or more units on Sundays, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day and Christmas Day and at such other times as may be announced by the County in situations considered to be an emergency by the County. Any time and date of collection may, at any time, be changed by resolution of the County.
- B. Hours of Collection. The collection of municipal waste, other refuse material and/or recyclables at residential establishments and/or multifamily dwellings having more than four units per structure, shall only occur between the hours of 6:00 a.m. and 6:00 p.m. on any single day of collection and shall not occur at any other time, unless otherwise provided herein or by the municipality.
- C. Residential Municipal Waste Removed At Least Once Per Week. Each hauler pursuant to this Ordinance shall, for its own customers, collect and remove, any municipal waste and/or refuse material placed for collection by occupants of residential establishments, at least once each week.

- D. Commercial Waste Removal. Each hauler shall collect municipal waste or other refuse material from commercial establishments at least once every week and shall collect said municipal waste and/or other refuse material more often if necessary to control health hazards or to prevent the accumulation of municipal waste or other refuse material so as not to create a nuisance, odor or unsightly appearance.
 - E. Residential Recyclables Collection. Each hauler pursuant to this Ordinance shall, for its own customers, collect and remove, any recyclables placed for collection by occupants of residential establishments, at least once each week.
 - F. Commercial Recyclables Collection. Each hauler shall collect recyclables from commercial establishments at least once every week and shall collect said recyclables more often if necessary to control health hazards or to prevent the accumulation of recyclables so as not to create a nuisance, odor or unsightly appearance.
 - G. Bulky Waste Removal. All haulers, upon oral and/or written notification by persons who own and/or occupy residential establishments shall, within 14 days of such notification, collect bulky waste and/or special recyclables from the residential establishments indicated in such notification.
3. Preparation for Collection.
- A. Waste Service Required. It shall be the duty of the owner of all residential establishments, rented or otherwise occupied by said owner and of all establishments containing multifamily rental housing property with four or more units and commercial, municipal and institutional establishments to contract the services of a hauler to collect any municipal waste, other refuse material (on at least a weekly basis) and/or recyclables, unless the municipality of which the residence is located contracts for the collection of waste and/or recyclables on behalf of the residents. Establishments (i.e. residents of single and multi-family dwelling units, commercial businesses, etc.) shall prepare said materials as follows:
 - (1) All municipal waste and/or material shall be drained of liquid insofar as practical and shall be placed in sanitary sealed bags, containers and/or cans made of nonabsorbent material.
 - (2) Containers used by residential establishments shall not exceed 32 gallons in size (unless the hauler utilizes semi-automated collection technology that allows use of larger carts). Cans shall be rust-resistant material and shall be furnished and kept clean by the occupant and shall be replaced by the occupant when no longer in satisfactory condition.
 - (3) All municipal waste which cannot be disposed of in containers shall be assembled, boxed or bundled separately in such a way that it can be handled conveniently and will not be disseminated by wind or otherwise, while awaiting collection.
 - (4) All refuse except bulky waste shall be of units and weight such as can be handled by one person and shall be placed in containers or piled and assembled in such a way as to facilitate collection.
 - (5) All containers shall be kept on the resident's property until it is placed for collection as in subsection (1) of this Section.
 - (6) All recyclables shall be prepared for collection as set forth in applicable ordinances, resolutions or regulations of the municipality and/or hauler.

- (7) Establishments containing multifamily rental housing property with four or more units and commercial, municipal and institutional establishments shall place all municipal waste emanating from said establishments in containers made from rust-resistant material of sufficient size and strength to fully accommodate all such municipal waste and of such design to prevent animals from gaining access to such waste. Said containers kept at such establishments shall be kept clean and be replaced when needed by the occupants, owners, landlords and/or agents of such persons.
 - (8) Construction and/or demolition waste must be placed in a rigid container, roll off or solid waste vehicle and may not be stored on the ground, next to structures and/or public rights-of-ways. A separate container must be provided for mandated recyclable materials (including, but not limited to, corrugated cardboard).
4. Transfer of Municipal Waste. No person shall transfer or permit to transfer municipal waste and/or other refuse material from one collection vehicle to another collection vehicle in any area of the County except as follows:
- A. When said vehicles are parked at a duly approved transfer station.
 - B. When, due to terrain and/or weather conditions, the hauler's collection vehicle, due to its size and/or tire traction, is unable to gain access to the area (e.g. a rural or extremely hilly area of the County) where the said waste is placed by the hauler's customer for collection or in the event that the collection vehicle is inoperable. Only solid waste collected under these conditions may be so transferred from one collection vehicle to another collection vehicle. Said transfer must be from truck to truck and no waste, recyclable materials or liquid leachate may touch or be left on the ground or pavement.

§104. MISCELLANEOUS

- 1. Insurance Coverage.
 - A. All haulers shall carry an insurance policy providing comprehensive liability and property damage insurance, the limits of said insurance policy shall be not less than \$300,000 for personal liability and \$300,000 for property damage and automobile liability with a limit of \$300,000.00 per occurrence combined single limit for bodily injury (including death) and property damage liability, covering owner, non-owned and hired vehicles and may be required to furnish proper certificate of insurance to the County.
 - B. All haulers shall carry an insurance policy providing for Workmen's Compensation insurance, as required by the Commonwealth of Pennsylvania, and may be required to furnish proper certificate of insurance coverage for Worker's Compensation to the County upon request.
- 2. Accumulation of Garbage Prohibited. It shall be unlawful to place or permit to remain any municipal waste or refuse material or other material subject to decay, including recyclables, except yard waste that is composted in an acceptable manner, anywhere in the County that would create a nuisance.
- 3. Independent Contractor Status. All haulers shall not in any manner be construed as an agent, servant, representative or employee of the County, but shall at all times be considered and remain an independent contractor. Furthermore, any and all personal and/or real property owned, leased or controlled by any hauler shall at all times be considered and remain as the sole personal and/or real property of said hauler.

4. Rules and Regulations. The County is hereby authorized to promulgate rules and regulations and to issue forms as necessary to implement this Ordinance.
5. Penalty/Offense. Any person who violates any provision of this Ordinance shall be, upon conviction thereof, sentenced to pay a fine of not less than \$100 nor more than \$1,000 plus costs of prosecution and restitution, if any, and, in default of payment of said fine and costs, to undergo a term of imprisonment not to exceed 10 days. Each violation of any provision of this Ordinance, and each day that such violation shall exist, shall constitute a separate violation and offense.

The penalties and remedies set forth in this Ordinance are in addition to, not in lieu of, any fines, penalties or remedies provided by federal, state and local laws and regulations. The existence or exercise of any remedy shall not prevent the County from exercising any other remedy provided under this Ordinance or available at law or equity.

6. The County is authorized to enforce the provisions of this Ordinance, and any and all Solid Waste and/or Recycling Ordinances, all as may be amended from time to time, enacted by the County.

SECTION 2. REPEALER.

Any ordinances or parts thereof inconsistent with this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY.

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the County that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective within thirty (30) days of adoption of this Ordinance.

ORDAINED AND ENACTED as an Ordinance of the County of Westmoreland on this 14th day of May, 2020

- (J) **Resolution #R-21-2020**, approving in accordance with the Internal Revenue Code of 1986, as amended, an issuance of tax exempt revenue bonds (2020 Bonds) by the Latrobe Industrial Development Authority for the Seton Hill University Project in the amount of \$53,000,000 to refinance existing debt and to fund capital improvements; approval is made after a duly advertised public hearing by the Authority on behalf of the County held on May 12, 2020 and approval of the issuance of the 2020 Bonds does not constitute a debt or obligation of the County of Westmoreland and the issuance of the 2020 Bonds does not obligate the taxing power of the County of Westmoreland in any way. Further authorizing the execution of the Certificate of Applicable Elected Representatives of Westmoreland County.

Resolution #R-21-2020

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF WESTMORELAND, PENNSYLVANIA, APPROVING IN ACCORDANCE WITH THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AN ISSUANCE OF TAX EXEMPT REVENUE BONDS (2020 BONDS) BY THE LATROBE INDUSTRIAL DEVELOPMENT AUTHORITY FOR THE SETON HILL UNIVERSITY PROJECT

WHEREAS, the Latrobe Industrial Development Authority (the "Authority") exists under the Pennsylvania Industrial and Commercial Development Authority law of 1967, approved August 23, 1967, P.L. 251, as amended, and now known as the Economic Development Financing Law, approved December 17, 1993, P.L. 490, as amended (the "Act"); and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code") requires that an issue of obligations of an industrial development authority be approved by the applicable elected representatives of the governmental unit having jurisdiction over the geographic area in which the improvements which are the subject of an authority project are located, with such approval to be issued after public hearing following reasonable public notice; and

WHEREAS, the Latrobe Industrial Development Authority (the "Authority") duly adopted a resolution at a meeting duly convened and held on March 31, 2020, at which a quorum was present and acting throughout, authorizing the issuance of a Bond Issue ("2020 Bonds") to (i) refinance the existing debt of Seton Hill University (the "Borrower") and (ii) accomplish various capital improvements on the Borrower's campus together with the cost of issuance, together not to exceed \$53,000,000 (the "Project"); and

WHEREAS, all of the facilities which are the subject of the existing indebtedness and the intended capital improvements are located within Westmoreland County; and

WHEREAS, the duly advertised public hearing was held by the Authority on behalf of the Authority, the County of Westmoreland, and the City of Latrobe on May 12, 2020 at 4:00 o'clock p.m.; and

WHEREAS, the Authority on behalf of the Borrower has requested that the Board of Commissioners of Westmoreland County approve the project in accordance with the requirements of the Internal Revenue Code; and

WHEREAS, the issuance of the Bonds by the Authority does not pledge the faith and credit of the Authority, nor the faith and credit or taxing power of either the City of Latrobe or the County of Westmoreland.

NOW, THEREFORE BE IT RESOLVED, and it is hereby resolved that:

The undersigned elected representatives of the County, in satisfaction of the public approval requirements of the Code, hereby approve the Project and the issuance of the 2020 Bonds, and authorize the execution and delivery of the Certificate of Applicable Elected Representatives of Westmoreland County attached hereto.

Adopted by the majority of a quorum of the Board of Commissioners of the County of Westmoreland on this 14th day of May, 2020.

- (K) First Amendment to Professional Services Agreement with **Amerisafe Group**, approved April 23, 2020 for screening at the Westmoreland County Courthouse during the Covid-19 Pandemic, to extend the Agreement through May 31, 2020.
- (L) Grant Application with the **Department of Justice, Office of Justice Programs, Bureau of Justice Assistance**, for “**Coronavirus Emergency Supplemental Funding Program**,” for costs associated to the County response of the Coronavirus

- (M) Agreement with **Center for Hearing & Deaf Services, Inc.**, for **“Interpreting Services,”** for the term August 1, 2020 through July 31, 2021, 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.

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

- (A) Extension of Service Agreement and Performance Guarantee, with **Ford Business Machines, Inc.**, approved June 4, 2015 for a term of six months, July 1, 2020 through December 31, 2020, in the amount of **\$2,419.00/month** (combined 13,200 color and 1,020,000 black & white) with overages billed at the end of the term at \$0.070 per color and \$0.008 per black & white; this includes all service calls, parts, drums, toner, developer and travel to maintain equipment; excludes paper and staples
- (B) Digital Image Release with **Continental Casualty Company**, for commercial insurance underwriting risk assessment and analysis purposes
- (C) Rescind approval of Acceptance of Proposal with LW Consulting, Inc., as approved March 5, 2020
- (D) Issuance of Purchase Order with **LW Consulting, Inc.**, for Pennsylvania Medicaid Cost Report Software, in the amount of **\$750.00**
- (E) Task Order 003 issued pursuant to Master Services Agreement approved July 25, 2019 between the County and Stantec Consulting Services in an amount not to exceed \$30,000.00 for Project Management Services on the Westmoreland Manor Kitchen Roof Replacement and Kitchen Air Handling Unit Replacement projects.
- (F) Task Order 002 issued pursuant to Master Services Agreement approved July 25, 2019 between the County and Stantec Consulting Services in an amount not to exceed \$48,000.00 for the design, plan and specifications for the Westmoreland Manor Kitchen Roof Replacement and Kitchen Air Handling Unit Replacement projects.

Upon review and recommendation of Melissa A. Giddy, County Solicitor, Alan Blahovec, Executive Director and the Department of Financial Administration, motion was made by Mr. Chew, seconded by Ms. Cerilli and it was unanimously agreed to approve the following item for the **Westmoreland County Transit Authority:**

- (A) Medical Assistance Transportation Program (MATP) final allocation in the amount of **\$3,131,359.00** for the fiscal year 2018-2019

* * * * *

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

- (1) Amendments to the **2019 and 2020 Budget** for Westmoreland County, as prepared by the Department of Financial Administration

Motion was made by Mr. Chew seconded by Ms. Cerilli, and it was unanimously agreed to adjourn the meeting at 10:23am

Certified by,

Gina Cerilli, Esq.
Secretary