

**Fayette County Commissioners Meeting
Thursday, May 21, 2020 – 10 a.m.**

- 1. Prayer**
- 2. Pledge of Allegiance**
- 3. Proclamations:**

Child Welfare Professional's Week- June 1-5, 2020

Child Welfare Provider's Week- June 8-12, 2020

Older American's Month- May 2020

- 4. Public Comment on Agenda Items:**
- 5. Fayette County Redevelopment Authority:**

Consider adoption of the attached resolution which approves modifications to Fayette County's FY 2015, 2016, 2017, and 2018 Community Development Block Grant (CDBG) Programs for the County and on behalf of Dunbar, Georges, German, and North Union Townships.

- 6. Assessment Office:**

Consider approval of the following five Veterans' Exemptions from real estate taxation. Of the five, the first three are new applications with the remainder being renewals. In each case, the named party has been qualified as a 100% disabled veteran by the Pennsylvania Department of Veterans' Affairs.

Charles & Karen L. Etling 1376 Breakneck Road Connellsville, PA 15425
Parcel No: 04-25-0386 Acreage: 1.00 AC Improvements: R1 ATTD RG
Deed: DB1272-889 Municipality: Bullskin Township Effective Date: February 27, 2020

Daniel D. & Carletta A. Fronczek 251 Balsinger Road Uniontown, PA 15401
Parcel No. 15-28-0070-01 Acreage: 0.995 AC Improvements: R1 BSMT RG
Deed: DB1267-810 Municipality: German Township Effective Date: February 27, 2020

David J. & Lois E. Lytle 7223 National Pike Road Uniontown, PA 15401
Parcel No. 22-06-0158 Acreage: 1.55 AC Improvements: R1 RM
Deed: RB2955-463 Municipality: Menallen Township Effective Date: February 19, 2020

William & Anna J. Culina 309 Demuth Road Connellsville, PA 15425
Parcel No. 06-04-0003-01 Acreage: 2.474 AC Improvements: R1 ATTD RG
Deed: RB3122-2334 Municipality: Connellsville Twp Effective Date January 22, 2020

C.H. & Jacqueline Shields III 209 Cumberland Avenue Masontown, MA 15461
Parcel No. 21-06-0110 Acreage: 0.14 AC Improvements: R1 RG
Deed: RB3036-129 Municipality: Masontown Borough Effective Date: March 26, 2020

Consider approval of the following for admittance into the City of Connellsville LERTA (Local Economic Revitalization Tax Assistance) program.

Applicant: Connellsville RE, LLC/Heartland Restaurant Group, LLC
Parcel Nos: 05-03-0109 and 05-03-0110
Purpose: Construction of a New Dunkin' Donuts Restaurant & Coffee Shop

7. Fayette County Behavioral Health Administration:

Consider approval of the following agreements and modifications:

	<u>Contract Value</u>	<u>Period</u>
<u>Modification Agreement #1 2019-2020</u>		
Southwest Behavioral Care, Inc.	\$408,000	07/01/19 - 06/30/20
<u>Base Contract Agreements 2020-2021</u>		
Crosskeys Human Services, Inc.	\$921,561	07/01/20 - 06/30/21
Mental Health Association in Fayette County	\$769,000	07/01/20 - 06/30/21
<u>Professional Services Agreements 2020-2021</u>		
Beacon Health Options of PA	\$49,000/year	07/01/20 - 06/30/22

8. Children and Youth Services:

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services, and **Avanco International, Inc.**, 12685 Wiltonshire Drive, Clifton, VA 20124, for child accounting and profile system application service agreement relating to support services. The cost for this service is \$9631.68 per quarter.

Consider approval of a **FY2020-21** Purchase of **HIPAA Business Associate Agreement Addendum** supplements and is made part of the agreement between the County of Fayette, through Fayette County Children & Youth Services and **Avanco International, Inc.**, 12685 Wiltonshire Drive, Clifton, VA 20124, for child accounting and profile system application service provider agreement relating to privacy and security services. There is no change to the cost of this service.

Consider approval of a **FY2020-21** Addendum for Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services, and **Avanco International, Inc.**, 12685 Wiltonshire Drive, Clifton, VA 20124, for a business agreement for Consulting and Ad Hoc IT Services and Support. The rates are as follows:

Research Analyst	\$ 54.50/hr
Junior Programmer	\$ 65.40/hr
Junior Programmer Analyst	\$ 73.00/hr

Programmer Analyst	\$ 76.20/hr
Senior Programmer Analyst	\$ 78.70/hr
Developer	\$ 92.50/hr
Senior Developer	\$ 111.20/hr
Project Director	\$ 125.00/hr

Consider approval of a **FY2019-20** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services & **Davina Burd, Esquire**, P.O. Box 844, 141 West Peach Street, Connellsville, PA 15425. Attorney Burd was court appointed to represent children in dependency proceedings. The rate for her services is \$70.00 per hour.

Consider approval of the acceptance of the reappointment of Jo Jankoski to a 3-year term on the Fayette County Children & Youth Services Advisory Committee. Jo Jankoski's current term will expire on June 30, 2020, the new term will expire on June 30, 2023.

Consider approval to purchase 17 MS GSA Office Pro Plus 2019 at a cost of \$381.24 each, 12 Microsoft Surface Laptops at a cost of \$1,071.46 each, 12 Microsoft Surface Docking Stations at a cost of \$166.88 each, 12 Microsoft Extended Hardware Service Plan extended service agreement-4 year at a cost of \$151.08 each, and 5 Dell CTO 3070 I5-9500 5000/8 W10P at a cost of \$965.00 each for a total cost of \$27,979.12. This cost was sought from CDW-G as part of the state co-stars program.

9. Controller:

Financial condition of the county.

10. Courts:

Consider approval of additional cleaning at the Magisterial District Judge Offices (during the COVID 19 PUBLIC HEALTH EMERGENCY, and additional cost to end at the end to the Pandemic)

Courts: 14-1-01	\$ 75.00 per week or \$150.00 per month
14-1-02	\$ 75.00 per week or \$150.00 per month
14-2-01	\$ 75.00 per week or \$150.00 per month
14-2-03	\$ 75.00 per week or \$150.00 per month
14-3-04	\$ 75.00 per week or \$150.00 per month
14-0-00	\$100.00 per week or \$200.00 per month
14-2-02	\$100.00 per week or \$200.00 per month
14-3-02	\$100.00 per week or \$200.00 per month

All above cost are in ADDITION to the current cleaning contracts.

11. Emergency Management Agency:

Consider approval of a contract between The United Telephone Company of Pennsylvania, LLC (hereinafter the "Contractor" or CenturyLink") and the County of Fayette to provide customer premise

equipment for Fayette County and other SWPA Region 13 counties; described as “NG911 CPE WestCore. For a total cost of \$252,750.54 this has been approved for funding under the 15% State 9-1-1 Funding to upgrade our 9-1-1 phone system.

12. Human Resources:

Commissioners

Consider the ratification of the hiring of Cory Coffman, Part Time West Nile Virus Technician, \$11.71/hour effective May 5, 2020.

FACT

Consider the ratification of the resignation of Francis Hardin, Part Time Bus Driver, effective April 8, 2020.

Human Resources

Consider the approval of the update to the County’s “Pay Policy and Compensation” Policy #4.1 effective June 1, 2020.

13. Planning, Zoning and Community Development:

Consider approval of Art Cappella’s signature authority in the Engineering Construction Management System (ECMS) concerning PennDOT related bridge projects.

Consider approval of Art Cappella’s signature authority in the Engineering Construction Management System (ECMS) concerning PennDOT related Sheepskin Trail.

Consider approval of the submission of an application to the United States Department of Agriculture (USDA) CFDA#10-766 for the development and construction of a new county jail.

Consider approval of submission of an application to United States Department of Justice (USDOJ) Coronavirus Emergency Supplemental Funding Program FY 2020 - CFDA#16.034. There is no match requirement.

14. Tax Claim Bureau:

Consider the approval of the following Repository Bids opened May 5, 2020 subject to all conditions being met. Total bids total \$7,652.59.

Bidder (Accepted)	Parcel Number	Township/City/Mun	Amount
Clyde Luckey	30-06-0181	Redstone Twp	\$1,933.00
DC 401K	38-03-0231	Uniontown City	\$440.00
DC 401K	38-04-0362	Uniontown City	\$252.00
Dennis Edgeworth	38-13-0433	Uniontown City	\$301.00
Dennis Edgeworth	38-15-0293	Uniontown City	\$556.00
Richard Secola	30-06-0123	Redstone Twp	\$625.32
Richard Secola	13-19-0007	Franklin Twp	\$330.98

Richard Secola	30-15-0154	Redstone Twp	\$465.79
Richard Secola	19-26-0079	Luzerne Twp	\$165.59
Daron Martin	02-10-0258	Brownsville Boro	\$995.00
Joe Zorosky	24-09-0032	Nicholson Twp	\$650.00
M. RANDHAWA	25-47-0031	North Union	\$517.79
M. RANDHAWA	30-26-0118	Redstone Twp	\$420.12

Total \$7,652.59

15. Commissioners:

Consider approval of the April 16, 2020 commissioners meeting minutes

Consider approval of the April 27, 2020 commissioners special meeting minutes

Consider approval of the May 7, 2020 commissioners special meeting minutes

Consider approval of a Sewer Lateral Easement Agreement between the County of Fayette and Dunbar DPP, LLC, of Brentwood, Tennessee, for a sewer lateral line across the Fayette County Fairgrounds. The proposed Agreement has been approved by the Fayette County Agricultural Improvement Association, the tenant of said property. A copy of the proposed Agreement is attached.

Public Announcements:

There is an opening on the LaFayette Manor/Beechwood Court Board of Directors. Anyone interested in serving on the board is asked to submit a letter of interest to Chief Clerk Amy Revak at 61 East Main Street, Uniontown PA 15401 or email arevak@fayettepa.org by June 1, 2020.

Public Comments:

Adjournment:

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY
APPROVING A MODIFICATIONS OF THE
FY2015-2018 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
FOR FAYETTE COUNTY, PENNSYLVANIA AND OBO
DUNBAR, GEORGES, GERMAN AND NORTH UNION TOWNSHIPS**

WHEREAS, the Pennsylvania Department of Community and Economic Development (DCED) allocated Community Development Block Grant funds to the County of Fayette and on behalf of Dunbar, Georges, German and North Union Townships for Fiscal Years 2015-2018; and

WHEREAS, the County of Fayette and Dunbar, Georges, German and North Union Townships have decided that it is in its best interest to make modifications to the FY2015-2018 Community Development Block Grant Programs to provide funding for demolition and various infrastructure improvements in each township; and

WHEREAS, the proposed projects will benefit low to moderate income persons; and

WHEREAS, the County of Fayette has met all citizen participation requirements for consideration of the proposed modifications.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Fayette that the FY2015-2018 Community Development Block Grant Programs shall be modified as follows:

**FY2015 Community Development Block Grant – C000064200
05/2020 - Modification Request #5: Fayette County, PA and obo Georges Township**

Municipality	Activity	Action	Approved Current Amount	Revised Amount
Fayette County	03J Water System Improvements: Smithfield Boro - Liberty-Railroad Street Area Waterline Replacement	Reduction	28,500	7,786
	04 Demolition & Clearance	Added	0.00	20,714
	03J Water System Improvements: Masontown Boro - Provins Ave Waterline Replacement Project	No Change	78,644	78,644
	03F Recreation Improvements: Henry Clay TWP Park – Phase II	No Change	38,500	38,500
	03K Street Improvements: Nicholson TWP – Rockwell Road Reconstruction	No Change	38,500	38,500
	14A Single Housing Rehabilitation	No Change	18,000	18,000
	Program Administration	No Change	44,373	44,373
TOTAL			\$246,517.00	\$246,517.00
Georges Township	03K Road Reconstruction: Shady Side Road	Cancelled	79,916	0.00
	03K Road Reconstruction: Club York Area Roads	Added	0.00	79,916
	14A Single Housing Rehabilitation	No Change	4,000.00	4,000.00
	Program Administration	No Change	18,420	18,420
TOTAL			\$102,336.00	\$102,336.00

FY2016 Community Development Block Grant – C000068367
05/2020 - Modification Request #5: Fayette County, PA and obo Dunbar & Georges Township

Municipality	Activity	Action	Approved Current Amount	Revised Amount
Fayette County	03F Recreation Improvements: Dunbar Borough Community Park Recreation Improvements	No Change	28,442	28,442
	03F Recreation Improvements: Vanderbilt Borough Playground Recreation Improvements	Cancelled	28,500	0.00
	03J Water System Improvements: Dunbar Boro Walnut-Hazel Ave Waterline Replacement	Increase	65,000	93,500
	03J Water System Improvements: Vanderbilt Boro Pennsylvania Ave Waterline Replacement	No Change	61,000	61,000
	14A Single Housing Rehabilitation	No Change	18,000	18,000
	Program Administration	No Change	44,109	44,109
		TOTAL	\$245,051.00	\$245,051.00
Dunbar Township	03K Street Improvements: Brick Road Reconstruction	Reduced	11,680	9,801
	03K Street Improvements: Laurel Ln Road Reconstruction	Reduced	14,420	14,120
	03K Street Improvements: Pine Blvd Road Reconstruction	Reduced	13,835	12,772
	03K Street Improvements: Cottage Ave Road Reconstruction	Cancelled	45,137	0.00
	03K Street Improvements: Frick Ln Road Reconstruction	Added	0.00	48,379
	14A Single Housing Rehabilitation	No Change	4,000	4,000
	Program Administration	No Change	19,552	19,552
		TOTAL	\$108,624.00	\$108,624.00
Georges Township	03K Street Improvements: Shady Side Road Reconstruction	Cancelled	81,605	0.00
	03K Street Improvements: Club York Area Road Reconstruction	Added	0.00	81,605
	14A Single Housing Rehabilitation	No Change	4,000	4,000
	Program Administration	No Change	18,791	18,791
		TOTAL	\$104,396.00	\$104,396.00

FY2017 Community Development Block Grant – C000069654
05/2020 - Modification Request #3: Fayette County, PA obo Dunbar & North Union Townships

Municipality	Activity	Action	Approved Current Amount	Revised Amount
Dunbar Township	03K Road Reconstruction: Seaton Hill Road	Reduced	22,229	17,311
	03K Road Reconstruction: Mahoning Road Area	Reduced	61,675	53,929
	03K Road Reconstruction: Wheeler Area	Added	0.00	12,664
	14A Single Housing Rehabilitation	No Change	4,000	4,000
	Program Administration	No Change	19,296	19,296
		TOTAL	\$107,200.00	\$107,200.00
North Union Township	03K Road Reconstruction: Lemont Furnace Area (Phase II)	Reduced	120,778	96,504
	03K Road Reconstruction: Youngstown Area	Added	0.00	24,274
	14A Single Housing Rehabilitation	No Change	4,000	4,000
	Program Administration	No Change	27,390	27,390
		TOTAL	\$152,168.00	\$152,168.00

FY2018 Community Development Block Grant – C000070898
05/2020 - Modification Request #1: Fayette County, PA obo German Township

Municipality	Activity	Action	Approved Current Amount	Revised Amount
German Township	03K Street Improvements: Lambert Area Road Reconstruction	Reduction	77,204	63,723
	03K Street Improvements: Footedale Area Road Reconstruction	Added	0.00	13,481
	14A Single Housing Rehabilitation	No Change	4,000	4,000
	Program Administration	No Change	17,825	17,825
		TOTAL	\$99,029.00	\$99,029.00

BE IT FURTHER RESOLVED that the Redevelopment Authority of the County of Fayette, Pennsylvania is directed to submit to the Department of Community and Economic Development (DCED) such documentation as is necessary for the approval of these modifications.

I hereby certify that the foregoing resolution is a true and correct copy of a Resolution duly adopted by the Fayette County Board of Commissioners at their meeting held the **21st** day of **May, 2020**.

Chief Clerk

(SEAL)

SPECIAL AMENDMENTS

A. Amendment 4/2020 - CARES ACT Authorization:

- Emergency Declaration Citizen Participation and Expedited Modification Process:
 - Coronavirus Aid, Relief, and Economic Security Act (CARES Act) allows for a grantee to adopt and use expedited procedures to prepare, propose, modify, or amend its statement of activities to:
 - The FY2019 and FY2020 grants, and
 - The new CARES funding related to the use of funding to address emerging COVID-19 response.
- As long as national or local health authorities recommend social distancing and limiting public gatherings for public health reasons, Grantees do not need to hold in-person public hearings but:
 - “Shall provide citizens with notice, and
 - Allow a reasonable opportunity to comment of no less than 5 calendar days.
 - A “grantee may create virtual public hearings to fulfill applicable hearing requirements for all grants from funds made available under this law”.
 - Any virtual hearing “shall provide reasonable notification and access for citizens in accordance with the grantee’s certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses”.

PREPARED BY AND RETURN TO:
Mette, Evans & Woodside
3401 N. Front Street
Harrisburg, PA 17110
Attn: Sean P. Delaney

Parcel Nos.: 09-31-0049 and 09-31-0051

**SPACE ABOVE THIS LINE IS FOR
RECORDER'S USE ONLY**

SEWER LATERAL EASEMENT AGREEMENT

THIS INDENTURE, made this ____ day of _____, 2020, between **The County of Fayette**, a Pennsylvania municipal corporation having an address of 61 East Main Street, Uniontown, Fayette County, Pennsylvania 15401 (hereinafter "Grantor"),

AND

Dunbar DPP, LLC, a Pennsylvania limited liability company having an address at 9010 Overlook Boulevard, Brentwood, Tennessee 37027 (hereinafter "Grantee").

Witnesseth:

A. Grantor is the owner of that certain property located at 132 Pechin Road, Dunbar, Fayette County, Pennsylvania 15341 which Grantor acquired by deed recorded in Deed Book 894, Page 595 in the Fayette County Recorder of Deeds Office and which is identified on the Tax Map as Parcel 09-31-0049 (the "Grantor Property");

B. Grantee is the owner of that certain property located at _____, Dunbar, Fayette County, Pennsylvania which Grantee acquired by Deed recorded in the Fayette County Recorder of Deeds Office bearing Instrument No. _____ and which is identified on the Tax Map as a portion of Parcel 09-31-0051 (the "Grantee Property");

C. Grantee desires to obtain a perpetual sanitary sewer lateral easement (the “Sewer Lateral Easement”) in, on, over, under, and through the Property for the sole and exclusive benefit of the Grantee Property as is depicted on Exhibit “A” attached hereto and made a part hereof, and more particularly described in Exhibit “B” attached hereto and made a part hereof, and no other parcel or lot not expressly set forth herein, whether adjacent to or contiguous with the Grantee Property or otherwise, for the purpose of ingress, egress, and regress on said Property to install, maintain, repair, operate, replace and remove pipes or utility lines within the Property, consisting of a sanitary sewer lateral and associated appurtenances (the “Facilities”) for the conveyance of not more than two hundred (200) gallons of effluent per day on average (the “Maximum Average Daily Conveyance”) from the Grantee Property, together with a temporary construction easement (the “Temporary Construction Easement,” and, together with the Sewer Lateral Easement, the “Easements”), as is depicted on Exhibit “A” and more particularly described in Exhibit “C” attached hereto and made a part hereof, for the sole purpose of constructing, installing, maintaining, inspecting, reconstructing, or replacing the Facilities;

D. The aforesaid Easements shall be perpetual and assignable easements and rights-of-way in, on, over, under and through the Grantor Property, for the location, construction, operation, maintenance, alteration, repair, and control of the Facilities only so long as the Easements benefit only the Grantee Property; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstruction, and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the Grantor, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines; and

E. Grantor desires to convey said Easements to Grantee, under the terms and conditions set forth herein.

NOW THEREFORE, for the consideration set forth below and intending to be legally bound hereby, the parties hereto covenant and agree as follows.

Agreement:

1. The Easements. Grantor, for and in consideration of the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) and other good and valuable consideration, payable to the Fayette County Agricultural Improvement Association as tenant of Grantor, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the Grantee, its successors and assigns, the Easements. The aforesaid Easements are to be used for the purposes of ingress, egress, and regress over and along the Easements and for the construction, installation, operation, repair, maintenance, replacement, relocation, renovation and removal (herein collectively the “Easement Use”), now and in the future, of the Facilities for the conveyance of sewage only and exclusively from the Grantee Property to the municipal sewage system, and the connection of such Facilities to the municipal sewage conveyance, collection and treatment system. Grantee shall not be permitted to allow third parties to connect to the Facilities, or to convey effluent in excess of the Maximum Average Daily Conveyance, without Grantor’s and any of Grantor’s tenant’s written consent. In this regard, Grantee or its tenant or assignee expressly consents to the production of any documentation, upon written request by the Grantor or the Fayette Agricultural Improvement Association, which evidences or may be used to determine the Maximum Average Daily Conveyance, including, but not limited to, a municipal water/sewage bill.

2. Construction, Maintenance, and Repairs. In the event that Grantee proceeds with development of the Grantee Property, and such development necessitates connection to the municipal sewage system, Grantee shall construct the Facilities and connections at Grantee’s sole cost and expense, using competent, responsible and qualified independent contractors and in accordance with sound engineering practices and all applicable government requirements. Grantee agrees to require any contractor performing construction, repair, maintenance, or removal of the Facilities or other related work on the Grantor Property to carry not less than \$1,000,000.00 of commercial general liability insurance, written on an occurrence basis, and to list Grantor and the Fayette County Agricultural Improvement Association as

additional named insureds on said policy to cover any claims or damages resulting from that contractor's acts or work. Upon completion by Grantee of any and all construction, installation, maintenance, repair, operation, or other activities upon the Grantor Property in connection with the Easement granted herein, Grantee shall reasonably return the Grantor Property to its previous condition, and shall not allow to remain any condition which causes or threatens to cause an obstruction, hazard, soil erosion, or any impediment to the use of Grantor Property. At all times during Grantee's construction, repair, or maintenance of the Facilities, Grantee's activities on the Grantor Property shall not interfere with Grantor or Grantor's tenants', business invitees', or licensees' use of the Grantor Property, and Grantee shall provide Grantor or Grantor's tenants with reasonable advance notice before any entry or activities occur on the Grantor Property so that any disruptions may be minimized. Grantee shall perform such maintenance, make such repairs and replacements, and install any necessary devices or components as shall be required to keep the Facilities in good and safe operating condition at all times, in a manner that will not interfere with Grantor's or its tenants' use of the Grantor Property as more fully set forth herein and/or as required by any permits or by any agency with jurisdiction, all at Grantee's sole expense.

3. Grantees' Use of the Facilities. In addition to paragraph 2 herein, at all other times, Grantee's use of the Facilities shall not interfere with Grantor's or Grantor's tenants', business invitees', or licensees' use of the Grantor Property or those sewage pipes or utility lines underlying the Grantor Property. Should Grantee's use of the Facilities create or cause such interference, Grantee shall: (a) immediately cease any and all activities that have created or caused the interference, including, but not limited to, its use of the Facilities; (b) at Grantee's sole cost, remediate any damage to the sewage pipes or utility lines underlying the Grantor Property as well as any damage to real property occasioned by Grantee's use; and (c) reimburse Grantor or Grantor's tenants, business invitees, or licensees for any pecuniary losses any of those parties suffered as a result of Grantee's use of the Facilities pursuant to paragraph 6 herein.

4. Permits; Regulations. Grantee shall comply in all respects, at Grantee's expense, with all governmental requirements applicable to the on-going use and operation of

the Facilities and shall not knowingly discharge waste into the Facilities if such discharge would exceed permitted capacity of the Facilities or if such discharge would cause or threaten damage to the Property or injury to Grantor, its tenants, guests, or business invitees. Grantee covenants to obtain all necessary permits for the construction and operation of the Facilities.

5. Grantor's Use of the Property. Grantee acknowledges that Grantee's use of the Grantor Property is limited to the uses described for the Easements and that Grantor retains the use of the Grantor Property for all other purposes, including the use of the surface of the Easements granted herein provided that Grantor's use of the surface of the Easements shall not interfere with or abridge the rights granted to Grantee herein.

6. Indemnification. Grantee, for itself, its successors and assigns, in further consideration of the granting of this Easements by Grantor to Grantee, hereby agrees to indemnify, defend and hold harmless Grantor and Grantor's successors, heirs, assigns, tenants, licensees and business invitees from and against all losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys' fees, and expenses of every kind and nature, including but not limited to damages to the Grantor Property, personal injury damages, loss of use damages, nuisance damages, strict liability and any liability arising under any environmental statute, regulation, arising out of or in connection with the construction, maintenance, repair, replacement or use of the Easements or the Facilities contemplated by this agreement, unless such losses, liabilities, claims, demands, causes of action, damages, costs, or expenses arise as a result of the negligent or willful acts of Grantor, Grantor's successors, heirs, assigns, tenants, licensees or business invitees. Similarly, Grantor, for itself, its successors and assigns, hereby agrees to indemnify, defend and hold harmless Grantee and Grantee's successors, heirs, assigns, tenants, licensees and business invitees from and against all losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys' fees, and expenses of every kind and nature, including but not limited to damages to the Grantee Property, personal injury damages, loss of use damages, nuisance damages, strict liability and any liability arising under any environmental statute, regulation, arising out of or in connection with the construction, maintenance, repair, replacement or use of the municipal sewage system, unless such losses, liabilities, claims, demands, causes of action,

damages, costs, or expenses arise as a result of the negligent or willful acts of Grantee, Grantee's successors, heirs, assigns, tenants, licensees or business invitees.

7. Binding Effect; Benefit. This Sewer Lateral Easement Agreement shall be a covenant running with the land and binding upon Grantor and Grantee, and shall be for the benefit of Grantee, its successors and assigns, and Grantee's Property and the Grantee shall have and hold all rights accruing hereunder for the proper use as specified herein, which shall be enforceable against the Grantor and all future owners, tenants and occupants, in perpetuity.

8. Recordation. Grantee shall cause this Easement to be recorded in the office of the Fayette County Recorder of Deeds Office and indexed to the Grantor's Property, paying any fees therefor.

9. Miscellaneous. The use of the terms of "Grantor" and "Grantee" herein shall include successors and assigns, shareholders, directors, managers, employees, business invitees, tenants and licensees. All headings set forth in this Agreement are included merely for ease of reference and not as substantive terms.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed with the intent to be legally bound the date and year first written above.

Witness:

The County of Fayette

**by: The Board of Commissioners of the
County of Fayette**

Name:

By:
Title:

Witness:

Dunbar DPP, LLC

**By: Dollar Merchant Fund I, LLC, its sole
member**



Name: GREG GLASER



By: Geren Moor, Vice President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF FAYETTE)

On this, the ____ day of _____, 2020, before me, the undersigned officer, personally appeared _____, the _____ of the County Commissioners of the County of Fayette, a Pennsylvania municipal corporation, and executed the foregoing document for the purpose therein contained by signing his/her name thereon as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF TENNESSEE)
) SS:
COUNTY OF ~~WILLIAMSON~~
Davidson)

On this, the 30TH day of APRIL, 2020, before me, the undersigned officer, personally appeared Geren Moor, the Vice President of Dollar Merchant Fund I, LLC, the soel member of Dunbar DPP, LLC, a Pennsylvania limited liability company, and executed the foregoing document for the purpose therein contained by signing his name thereon as such officer of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:



Notary Public

Exhibit “A”

Easement Plan

UNIVERSITY DRIVE (SR-0119)

SANITARY SEWER EXHIBIT A
for
DUNBAR DPP, LLC

located in
DUNBAR TOWNSHIP
FAYETTE COUNTY, PENNSYLVANIA

12/02/19

SSI
Steckbeck Engineering & Surveying Inc.
279 North Zimms Mill Road / Suite A
Lebanon, Pennsylvania 17042
Phone: (717) 272-7110
Fax: (717) 272-7348

10' TEMPORARY
CONSTRUCTION AND
GRADING EASEMENT

PROPOSED PERMANENT
SEWER
20' WIDE SANITARY CONNECTION
EASEMENT FOR CONNECTION
TO EXISTING MANHOLE.

COUNTY OF FAYETTE
C/O COMMISSIONERS
DEED: 894-595
UPI: 09-31-0049

LOT 1
FUTURE LANDS OF
DUNBAR DPP, LLC

Exhibit "B"

Sewer Lateral Easement Description

All that certain permanent easement for sanitary sewer connection through lands of County of Fayette, situate on the east side of University Drive (S.R. 0119) in Dunbar Township, Fayette County, Pennsylvania being more particularly bounded and described as follows to wit;

Commencing at a point on the eastern right-of-way line of University Drive (S.R. 0119), said point being the northwest corner of lands of County of Fayette and the southwest corner of lands of Lot 1 (Future Lands of Dunbar DPP, LLC); thence going along Lot 1, South $66^{\circ}20'36''$ East a distance of 27.05' to the **Point of Beginning**; thence continuing along Lot 1, South $66^{\circ}20'36''$ East a distance of 23.74' to a point; thence going through lands of County of Fayette the three following courses and distances; (1) South $56^{\circ}16'17''$ West a distance of 55.81' to a point; (2) North $33^{\circ}43'43''$ West a distance of 20.00' to a point; (3) North $56^{\circ}16'17''$ East a distance of 43.01' to the **Point of Beginning**.

Containing in area: 988 s.f.

Exhibit "C"

Temporary Construction Easement Description

All that certain temporary construction easement for sanitary sewer connection through lands of County of Fayette, situate on the east side of University Drive (S.R. 0119) in Dunbar Township, Fayette County, Pennsylvania being more particularly bounded and described as follows to wit;

Commencing at a point on the eastern right-of-way line of University Drive (S.R. 0119), said point being the northwest corner of lands of County of Fayette and the southwest corner of lands of Lot 1 (Future Lands of Dunbar DPP, LLC); thence going along Lot 1, South 66°20'36" East a distance of 15.18' to the **Point of Beginning**; thence continuing along Lot 1, South 66°20'36" East a distance of 11.87' to a point on the permanent sanitary sewer easement; Thence going along said permanent easement the three following courses and distances; (1) South 56°16'17" West a distance of 43.01' to a point; (2) South 33°43'43" East a distance of 20.00' to a point; (3) North 56°16'17" East a distance of 55.81' to a point; thence going along Lot 1, South 66°20'36" East a distance of 11.87' to a point; thence going through lands of County of Fayette the three following courses and distances; (1) South 56°16'17" West a distance of 72.21' to a point; (2) North 33°43'43" West a distance of 40.00' to a point; (3) North 56°16'17" East a distance of 46.62' to the **Point of Beginning**.

Containing in area: 1,388 s.f.