

# Fayette County Commissioners Agenda Meeting

## Tuesday, February 17, 2026– 10 a.m.

1. **Prayer**
2. **Pledge of Allegiance**
3. **Public Comment on Agenda Items**
4. **Proclamations:**

Teen Dating Violence Awareness Month

Cook Bicentennial Farm

Bleeding Disorders Awareness Month

Developmental Disabilities Awareness Month

5. **Behavioral Health Administration:**

Consider placing on the agenda approval of the following agreements and modifications.

	<b>Contract Value</b>	<b>Period</b>
<b><u>Health Choices Amendment #3 2026</u></b>		
Living Complete Technologies, Inc	\$3,327.50	01/01/26-12/31/26
<b><u>Modification Agreement #1 2024-2025</u></b>		
Goodwill of Southwestern PA	\$101,561	07/01/24-06/30/25

6. **Building and Grounds:**

Consider placing on the agenda awarding Bid 26-01 Tires to TBD.

Consider placing on the agenda awarding Bid 26-02 Fuel to TBD.

Consider placing on the agenda awarding Bid 26-03 Janitorial Supplies to TBD.

7. **Children and Youth Services:**

Consider placing on the agenda for approval of a **FY2025-26** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **CPP Behavioral Health**, 180 North Gallatin Avenue, Uniontown, PA 15401 for court testimony on an as needed basis. The rates are as follows:

Court Testimony:

Scheduled Court Testimony Flat Rate: \$325

(Covers a half-day session: 8:30am - Noon or 1:00pm – 4:30pm)

Additional Unscheduled Time: \$100 per 30 minutes (30-minute minimum)

Testimony Preparedness Meeting: \$80 per hour (1-hour minimum, must be scheduled in advance)

Consider placing on the agenda for approval of a **FY2025-26** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and **Ember & Bloom Health and Wellness LLC**, 655 Cherry Tree Lane, Uniontown, PA 15401 for Anger Management and Batterer's

Intervention Program services, court testimony and observation on an as needed basis. The rates are as follows:

Anger Management Assessment	\$ 100.00
Batterer Assessment	\$ 100.00
Individual Session	\$ 45.00
Court Testimony	\$ 300.00

Consider placing on the agenda, approval of a **FY2025-26** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services and Fayette County Juvenile Probation and **Familylinks, Inc.**, 401 North Highland Avenue, Pittsburgh, PA 15206 for placement services on an as needed basis. The rates are as follows:

Initial Clothing - \$250.00

Adolescent Semi-Independent Living (ASIL)	\$ 259.48
Multiple #437220	
Phoenix/Cert# 454800	\$ 1,094.11
Girls Emergency Shelter/Cert #436010	\$ 841.67
Boys Emergency Shelter/Cert #456140	\$ 867.45
Horizon/Cert #454140	\$ 966.29
Pathways (1:1 level of care)/Multiple #445520	\$ 1,462.06
Pathways (2:1 level of care)/Multiple #445520	\$ 1,772.09

## **8. Economic Development:**

Consider placing on the agenda approval of a resolution to authorize the submission of a Municipal Assistance Program Grant (MAP) with the Pennsylvania Department of Community and Economic Development (DCED) to complete PHASE 2 of Strategic Visioning. The County of Fayette hereby commits municipal resources for \$35,889 and an Appalachian Regional Commission award of \$38,408 as a match. Resolution is attached.

## **9. Emergency Management Agency/911:**

Consider placing on the agenda the approval for Roy Shipley, Emergency Management Director to attend the 2026 Mid-Atlantic VOAD Conference Monday March 16 thru Wednesday 18th 2026 @ Cacapon State Park in Berkeley Springs, WV. Registration \$150.00 Lodging \$ 198.00, Total Cost \$ 348.00.

## **10. Human Resources:**

### **Building & Grounds**

Consider placing on the agenda approval of the layoff of Blake Wharton, Maintenance Worker III, effective February 4, 2026.

Consider placing on the agenda approval of the resignation of Mary Maskarine, Custodial Worker III, effective January 29, 2026.

Consider placing on the agenda the ratification of the promotion of Walter Baird to Custodial Worker III, effective February 9, 2026.

**Commissioners**

Consider placing on the agenda the ratification of the hiring of Morgan Keteles, Assistant Chief Clerk, Non-U, Non-Supervisor, PG 17, Step SR, \$21.37/hour (\$41,671.50 annually) effective January 28, 2026.

**CYS**

Consider placing on the agenda approval of the resignation of Jamie Jo Thorpe, Caseworker I, effective February 16, 2026.

Consider placing on the agenda approval of the resignation of Jeffrey Knox, Caseworker II, effective January 9, 2026.

**FACT**

Consider placing on the agenda approval of the layoff of Kristine White, Accounting Specialist, effective January 21, 2026.

Consider placing on the agenda approval of the retirement of Walter Wilson, Full Time Bus Driver, effective February 2, 2026.

Consider placing on the agenda the ratification of the hiring of Christopher Myers, Full Time Bus Driver (Non-CDL), SEIU, PG 12, Step SR, \$17.45/hour (\$34,027.50 annually) effective February 9, 2026.

Consider placing on the agenda the ratification of the hiring of Derek Snyder, Full Time Bus Driver (Non-CDL), SEIU, PG 12, Step SR, \$17.45/hour (\$34,027.50 annually) effective February 9, 2026.

Consider placing on the agenda the ratification of the transfer of positions of Dwayne McShane to Full Time Bus Driver (Non-CDL), SEIU, PG 12, Step SR, \$17.45/hour (\$34,027.50 annually) effective February 9, 2026.

Consider placing on the agenda the ratification of the hiring of Christine Sokol, Dispatcher (FACT), Non-U, Supervisor, PG 9, Step A, \$22.99/hour (\$44,830.50 annually) effective February 9, 2026.

**FCBHA**

Consider placing on the agenda approval of the resignation of John Ghezzi, Caseworker 1, effective January 14, 2026.

Consider placing on the agenda the promotion of Keara Hickenbottom to Caseworker 2, Non-Union, PG 35, Step EE, \$21.00/hour (\$40,950.00 annually) effective February 23, 2026.

**Finance**

Consider placing on the agenda approval of the layoff of Cristy Guess, UPI Technician, effective February 4, 2026.

**Public Defenders**

Consider placing on the agenda approval of the resignation of Dana Bowers, Part Time Clerk, effective January 22, 2026.

**Tax Claim**

Consider placing on the agenda approval of the layoff of Nanette Guittap, First Assistant Tax Claim, effective February 5, 2026.

Consider placing on the agenda the ratification of the transfer of Erica Cole to First Assistant Tax Claim, SEIU, PG 14, Step C, \$21.33/hour (\$41,593.50 annually) effective February 4, 2026.

**11. Juvenile Probation Office:**

Consider placing on the agenda the approval of a contract with Multi-Health Systems (MHS) Inc. The yearly contract is per the assessment usage of the in-house assessment tool, the Youth Level of Service (YLS), which is performed on every delinquent juvenile under supervision. The per assessment cost is \$4.00 with an estimated cost of less than \$900.00 per year. This expenditure is expected to remain constant for the foreseeable future with no major increase. Ending CY 25, the cost was \$712.00.

**12. Office of Tax Services:**

**Tax Claim**

Consider placing on the agenda approval of the following Repository Bids opened on February 3, 2026, subject to all conditions being met. Total bid amount is \$5,830.00.

<b><u>Purchaser</u></b>	<b><u>Parcel</u></b>	<b><u>Bid</u></b>	<b><u>Municipality</u></b>
LLB Revocable Living Trust	19-15-0034-69	\$3,850.00	Luzerne Township
Mina Abdo	25-09-0027	\$300.00	North Union Township
Mina Abdo	25-08-0035-98	\$330.00	North Union Township
Mina Abdo	25-27-0472-56	\$330.00	North Union Township
Mina Abdo	12-04-0008	\$620.00	Fayette City Boro
Mina Abdo	12-04-0026	\$400.00	Fayette City Boro

**Tax Assessment**

Consider placing on the agenda approval of the 5 licensed Assessors from the Assessment Department to attend the annual spring conference from May 6-8 at the Double Tree Hotel in Reading. The fall conference is November 12-13 at Valley Forge Casino Resort in King of Prussia PA. These conferences will permit the Assessors to gain continuing education credits meet their biennial education requirements.

**13. Office of Human and Community Services/FACT:**

Consider placing on the agenda to approve the FACT Executive Director, Asst. Director and Operations Manager to attend the National Transit Institute, Transit Academy Training on Monday, April 27, 2026, through and including Friday, May 1, 2026 in Pittsburgh, PA. Authorization will include course registration expenses, attendance in addition to lodging and related expenses.

Consider placing on the agenda to approve the FACT Executive Director, Asst. Director and Operations Manager to attend the PennTRAIN session on FTA Drug & Alcohol Compliance for Transit Operations on Tuesday, March 10, 2026 in Harrisburg, PA. Authorization will include course registration, attendance in addition to related travel expenses. This request does not include a lodging request as the trip is intended to be a same day event.

**14. Planning, Zoning and Community Development:**

Consider placing on the agenda for approval of a pre-application to the Pennsylvania Department of Environmental Protection under Section 901 of Act 101, The Municipal Waste Planning, Recycling and Waste Reduction Act of July 1988. The grant to a county cannot exceed 80% of project costs. No county may request or receive more than \$75,000.

**15. Public Defenders:**

Consider placing on the agenda the attached 2026 Federal Poverty Guidelines, which this county used to determine eligibility for representation by the Office of the Public Defender.

2026 Federal Poverty Guidelines for Public Defender Eligibility

Household Size	Yearly Income	Monthly Income
1	\$ 15,960.00	\$ 1,330.00
2	\$ 21,640.00	\$ 1,803.33
3	\$ 27,320.00	\$ 2,276.67
4	\$ 33,000.00	\$ 2,750.00
5	\$ 38,680.00	\$ 3,223.33
6	\$ 44,360.00	\$ 3,696.67
7	\$ 50,040.00	\$ 4,170.00
8	\$ 55,720.00	\$ 4,643.33
9	\$ 61,400.00	\$ 5,116.67
10	\$ 67,080.00	\$ 5,590.00
11	\$ 72,760.00	\$ 6,063.33
12	\$ 78,440.00	\$ 6,536.67
13	\$ 84,120.00	\$ 7,010.00
14	\$ 89,800.00	\$ 7,483.33

**16. Recycling/Stormwater:**

Consider placing on the agenda approval for Sheila Shea to attend the Professional Recyclers of Pennsylvania Annual Conference in Lancaster PA July 20-24<sup>th</sup> for a total cost of \$ 1,740.00. (\$715 hotel stay, \$750 for conference and \$275 Certification Class).

This is partially covered on the DEP 903 grant.

**17. Commissioners:**

Consider placing on the agenda a motion to approve the January 9, 2026, Commissioners Special Meeting Minutes.

Consider placing on the agenda a motion to approve the January 20, 2026, commissioners' agenda meeting minutes.

Consider placing on the agenda a motion to approve the January 22, 2026, commissioners' meeting minutes.

Consider placing on the agenda a motion to approve a Relocation of Right-of-Way Agreement between the County of Fayette and Chestnut Ridge Counseling Services, Inc. A copy of the proposed Agreement is attached.

Consider placing a motion on the agenda a motion to approve the request from Menallen Township for the exoneration of County real estate taxes on the property located at 743 Old Route 51, Waltersburg, PA, identified as Tax Parcel #: 22-02-0037. This property has been acquired through the conservatorship program, which aims to address blighted areas. The site has been cleaned up and will be sold, returning it to the tax rolls under new ownership.

Consider placing on the agenda a motion to approve a lease agreement between the County of Fayette and the United States Postal Service (“USPS” or “Postal Service”). A copy of the lease Agreement and related documents is attached.

Consider placing on the agenda a motion to approve a Quit Claim Deed between the County of Fayette and the Southwest Pennsylvania Railroad Company for the sum of 1.00 Dollar. A copy of the proposed deed is attached.

Consider a motion to change the rate of service of the Fayette County Zoning Hearing Board members from \$50/day to \$100/day.

**18. Public Annoucements:**

**19. Public Comments:**

**20. Adjournment:**

ATTACHMENT A  
RESOLUTION

RESOLUTION AUTHORIZING AN APPLICATION TO THE  
PENNSYLVANIA MUNICIPAL ASSISTANCE PROGRAM

RESOLUTION NO. \_\_\_\_\_  
FAYETTE COUNTY PENNSYLVANIA

WHEREAS, the County of Fayette, Pennsylvania, will be undertaking a project to carry out its comprehensive initiative called Planning for a Strategic Vision; and

WHEREAS, the Pennsylvania Department of Community and Economic Development makes available grants-in-aid to such projects through the Municipal Assistance Program;

NOW THEREFORE BE IT RESOLVED that the Fayette County Commissioners of The County of Fayette, Pennsylvania, hereby authorize submission of an application to the Municipal Assistance Program; and

BE IT FURTHER RESOLVED that the Fayette County Commissioners of The County of Fayette, Pennsylvania, hereby commit municipal resources for \$35,889 and an Appalachian Regional Commission award of \$38,408 as a match for said project.

Adopted by the Fayette County Commissioners of Fayette County, Pennsylvania, this 19<sup>th</sup> day of February, 2026.

**COUNTY OF FAYETTE COMMISSIONERS**

---

**Scott Dunn, Chairman**

---

**Vince Vicites, Vice-Chair**

---

**Henry J. Kaufman, Secretary**

Attest: \_\_\_\_\_ **Cristi Spiker, Chief Clerk**

## **YOUTH LEVEL OF SERVICE/CASE MANAGEMENT INVENTORY 2.0 TEST**

### **USAGE AGREEMENT**

This agreement is between the Pennsylvania Juvenile Court Judges' Commission (JCJC), and the County of FAYETTE on behalf of its Juvenile Probation Department, with an effective date of **January 01, 2026**.

#### **Youth Level of Service (YLS) Use Agreement**

The Term of this agreement shall be one year from the Effective Date. Upon expiry of the Term, this Agreement will be automatically extended for consecutive twelve (12) month periods ("Renewal Term") unless terminated by either party at least sixty (60) days prior to such expiry.

At the completion of each year under the Term, the County (via the Juvenile Probation Department) will be issued an invoice by JCJC for the number of YLS assessments administered on the Probation Department's Database for the just-completed year. JCJC will issue invoices during Quarter 1 for the prior calendar year's usage, unless otherwise notified.

YLS assessments administered during the Term will be purchased at a per-use rate of \$4.00 USD. The County is responsible for providing payment to JCJC for all YLS assessments administered within thirty (30) business days of receipt of the invoice.

The \$4.00 USD per-use rate applies for the 2026 Term. Any changes to fees for a subsequent Renewal Term will be provided in writing by JCJC at least sixty (60) days prior to the start of such Renewal Term

#### **Termination**

JCJC may terminate this agreement upon written notice to the Probation Department if the Probation Department breaches any provision of this agreement. If either party wishes not to renew the Term or any subsequent Renewal Term of this Agreement, such party must provide written notice to the other party at least sixty (60) days prior to the expiry of the Term or any subsequent Renewal Term.

JUVENILE COURT JUDGES' COMMISSION

COUNTY OFFICIAL

Signature: \_\_\_\_\_

Signature: See Attached Acknowledgement

Robert J. Tomassini

County Official

Executive Director

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXECUTED AND AGREED by the parties hereto, this 19<sup>th</sup> day of February, 2026:

Scott Dunn  
Chairman

Vincent A. Vicites  
First Vice-Chairman

Harry Dutch Kaufman  
Secretary

ATTEST:

Chief Clerk

RE: File: FCJPO MHS Contract renewal (YLS Assessment)  
Enclosure.

**RELOCATION OF RIGHT OF WAY**

**BETWEEN THE COUNTY OF FAYETTE**, of Uniontown, Fayette County, Pennsylvania, party of the first part, (FAYETTE)

AND

**CHESTNUT RIDGE COUNSELING SERVICES, INC**, of Uniontown, Fayette County Pennsylvania, party of the second part, (CRCSI)

WHEREAS, FAYETTE has acquired various rights of way from Malkan, Inc. by deed dated August 1, 2022, recorded in Record Book 1527, page 819 and designated as Fayette County Parcel -13-08-0102; and

WHEREAS, CRCSI owns a parcel situate in Franklin Township, Fayette County, Pennsylvania described in deed dated July 8, 1999, recorded in Record Book 2363, page 308, and designated as Fayette County parcel 13-08-0002; and

WHEREAS, the parties hereto have agreed to relocate the right of way from its present location;

Now, therefore in consideration of the mutual covenants and intending to be legally bound hereby, the parties agree as follows

1. The COUNTY agrees to and abandons portion of the right of way located on the Northerly side of Tippecanoe Road and its rights to use the same from Crabapple Road on the larger part of the CRCSI tract to the bend in Tippecanoe Road as depicted on the attached print.
2. CRCSI agrees to and grants to COUNTY a right of way 25 feet in width immediately adjoining and along the Southerly side of Tippecanoe Road as depicted on the attached print.
3. The grant to County shall be for the purpose of establishing any right of way for any lawful purpose.
4. This agreement is under and subject to all prior conveyances, reservations and easements of record. Neither party is providing any warranty of title.
5. This agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the date first above written.

IN WITNESS WHEREOF, parties have caused this Indenture to be executed the day and year first above written.

**COUNTY OF FAYETTE**

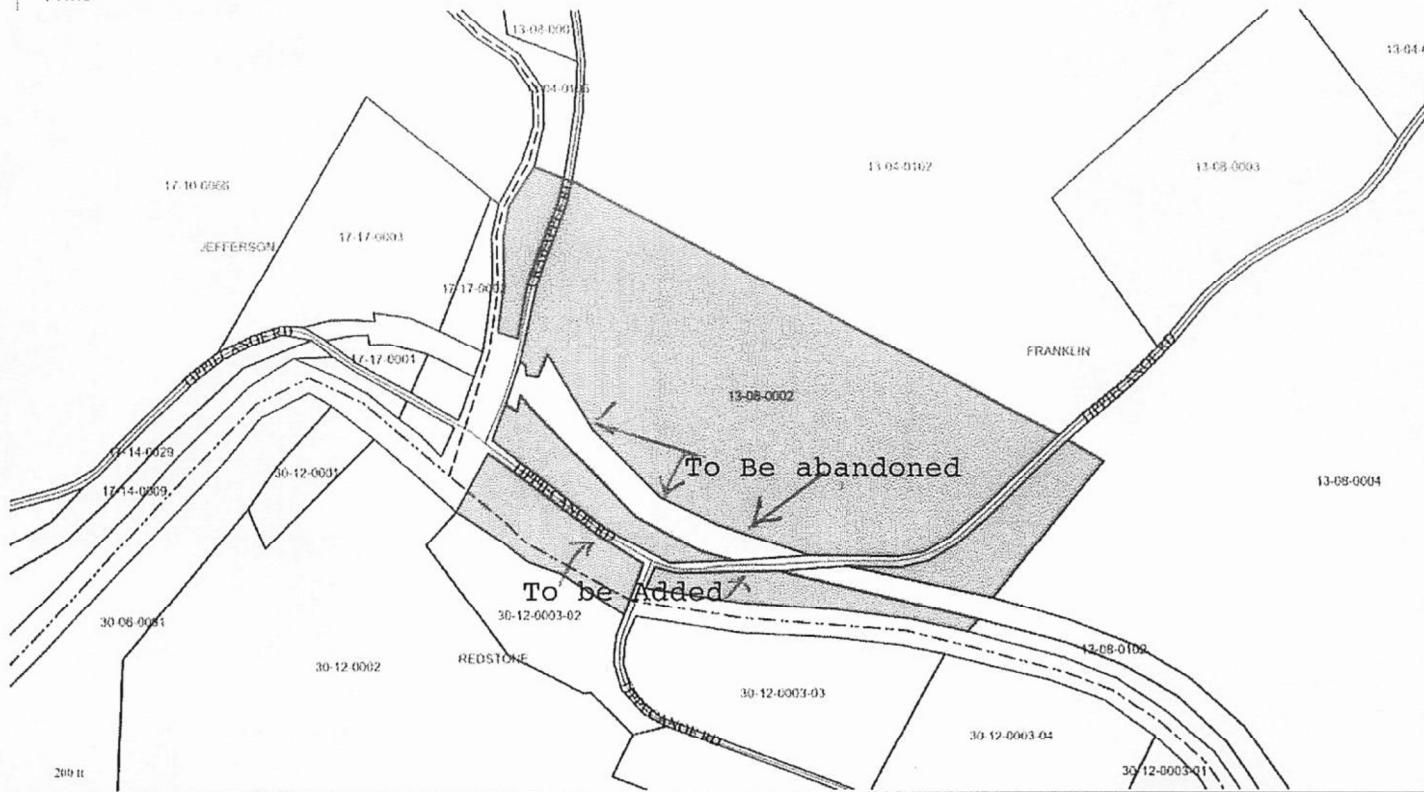
---

---

**COMMISSIONERS**

# FAYETTE COUNTY

Home | Property Searches | Introduction | Valuation | Calendar | FAQ's | Tax Relief | Appeals | Department of Assess  
Print



Click on the map to get feature info. Double-Click to view the Property Detail.

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF FAYETTE :

On this, the                    day of                   , 2025, before me, the undersigned officer, personally appeared **SCOTT DUNN, HARRY KAUFMAN AND VINCENT A. VICITES, COUNTY COMMISSIONERS OF THE COUNTY OF FAYETTE**, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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

---

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, party of the first part, CHESTNUT RIDGE COUNSELING SERVICES, INC., has caused this Indenture to be executed by its president, attested by its secretary, and has caused its corporate seal to be hereunto affixed the day and year first above written.

CHESTNUT RIDGE COUNSELING SERVICES,  
INC.

By: \_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF FAYETTE :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On this, the                    day of                   , 2025, before me, the undersigned officer, personally appeared **MICHAEL QUINN, President and CEO of CHESTNUT RIDGE COUNSELING SERVICES, INC., a Pennsylvania Domestic Non-Profit Corporation**, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise residence and complete post office address of the Grantee is:

Dated: , 2025

---

for Grantee



Jan 20, 2026

COUNTY OF FAYETTE  
61 E MAIN ST  
UNIONTOWN, PA 15401-3514

SUBJECT: UNIONTOWN DOWNTOWN STATION, 34 W PETER ST, UNIONTOWN, PA 15401-3316  
Lease Expiration Date: 10/24/26

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service, JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Please contact me with any feedback at 202-533-2532 or [deleon.lafleur@jll.com](mailto:deleon.lafleur@jll.com)

The following instructions have been added to help expedite lease execution:

- **Lease Agreement:**
  - Sign and date on the designated line. (This must be signed physically.)
  - Print name and title of entity or person on designated line.
  - Signature(s) are not required to be witnessed by two parties nor notarized.
- **Real Estate Conflict of Interest (COI) Certification:**
  - This is in the body of the lease. Complete one COI form for each person who signs the lease.
- **Commission Agreement:**
  - Sign and print name and date. (This can be signed electronically.)
- **Evidence of Title:** Provide Deed or Certificate of Transfer of Title.

**\*\*PLEASE SIGN AND RETURN THE ENCLOSED DOCUMENTS NO LATER THAN 02/03/26\*\*.**

**Notice:** All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

DeLeon LaFleur

CC: Brady Altobello

FACILITIES HEADQUARTERS



September 26, 2025

Dear Postal Service Landlord:

Jones Lang LaSalle Americas, Inc. (JLL) is a Real Estate Services Provider ("RESP") for the Postal Service. JLL has experience and expertise in real property transactions and provides the Postal Service with real estate support services, including lease management and brokerage services.

As the Postal Service RESP, JLL will represent the Postal Service in your leasing transaction. Note, however, that only a warranted Postal Service contracting officer has authority to execute a lease on behalf of the Postal Service. The Postal Service anticipates that you and JLL will make appropriate arrangements for the payment of a commission to JLL for brokerage services pursuant to a separate agreement between you and JLL. The Postal Service understands that the rental rate may take such commission, along with other market-based factors, into account.

The Postal Service, through JLL, looks forward to working with you on this leasing transaction. In that regard, we appreciate your cooperation with JLL as the Postal Service RESP.

If you have any questions, please contact Tim Kastens, JLL Contract Executive at 202-533-2506 or at [Tim.Kastens@jll.com](mailto:Tim.Kastens@jll.com).

Sincerely,

**Donald L.  
Mackey**

Digitally signed by  
Donald L. Mackey  
Date: 2025.09.26  
07:51:35 -04'00'

Donald L. Mackey  
Director, Facilities Leasing

**COMMISSION AGREEMENT**

This Commission Agreement (this "Agreement"), made as of the last date written below, is between **COUNTY OF FAYETTE** ("Lessor"), and **Jones Lang LaSalle Brokerage, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement")**, and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker if a lease ("Lease") is executed by Lessor and the United States Postal Service ("Tenant") for that certain real property described as:

UNIONTOWN DOWNTOWN STATION, 34 W PETER ST, UNIONTOWN, PA  
USPS Property ID 418656-003  
Hereinafter, the "Property"

1. Lessor will pay Broker, and Broker will accept as its compensation for representing Tenant in connection with the Lease a commission equal to:

Annual Rent	Aggregate Lease Value	Commission Rate	Commission Amount Due
\$18,000.00	\$90,000.00	2.00%	\$1,800.00

2. The commission will be earned 100% upon full execution of the Lease and will be paid to Broker within thirty (30) days.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any extension, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder.
5. This Agreement shall be construed under and in accordance with the laws of the state in which the Property is located. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. THE PARTIES HEREBY WAIVE TRIAL BY JURY. Delinquent payments hereunder shall earn interest at the rate of one-and-a-half percent (1.5%) per month from the date due until paid.
6. In the event of a sale or other conveyance of the Property by Lessor, any portion of the commission which has not yet been paid to Broker pursuant to this Agreement shall thereupon become due and payable by Lessor in full upon closing of the sale or conveyance of the Property, unless the buyer or new owner of the Property executes and delivers to Broker an agreement, reasonably acceptable to Broker, which assumes the obligation to pay the unpaid portion of the commission to Broker. If the foregoing occurs, then Lessor shall have no further liability for the unpaid portion of the commission.
7. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the Property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease, or a lease is fully executed.
8. Pursuant to applicable state code or statute, Broker reserves the right to file a lien on the Property to secure the commission due to Broker hereunder.
9. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
10. Lessor acknowledges that a client fee share may be payable by Broker to Tenant, if allowed by applicable law.
11. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs, and that this Agreement binds such party.

**BROKER:**

Jones Lang LaSalle Brokerage, Inc.

**LESSOR:**

COUNTY OF FAYETTE

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



## Lease (Not to Exceed \$25K)

UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316



## Lease (Not to Exceed \$25K)

### Multi-Tenant

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

This Lease, by and between COUNTY OF FAYETTE, ("Landlord") and the United States Postal Service ("USPS" or "Postal Service"), is made as of the Effective Date. The "Effective Date" is the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. PREMISES: Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "Premises") consisting of a portion of the building having a street address of 34 W PETER ST, UNIONTOWN, PA 15401-3316 (the "Building") situated upon the real property with an Assessor's Parcel Number of 38-04-0062 . The Premises is located on the property described in Exhibit A attached hereto and incorporated herein (the "Property"). The Premises consists of approximately 1,350 square feet of net interior space and 2,122 square feet of exterior space consisting of platform, ramp, reserved parking and maneuvering, access areas, driveways and drive aisles and sidewalks. The reserved parking area, if any, is shown on Exhibit B attached hereto and incorporated herein. The Premises Area is shown on Exhibit C attached hereto and incorporated herein.

If the Premises is only a portion of the Property, then the Postal Service shall have the non-exclusive right in common with other tenants, if any, of the Building to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the Building as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon, the common areas immediately adjacent to the Premises, including, without limitation the sidewalks and parking areas, which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

The Landlord has supplied the following systems and equipment:

1. Heating System
2. Air Conditioning System
3. Electrical Distribution System
4. Light Fixtures
5. Water Distribution System including hot water supply
6. Sewer or Septic System

The maintenance of these items is governed by the Maintenance Rider Landlord Responsibility attached to this Lease (the "Maintenance Rider").

2. TERM: The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall be for a period of 4 years, 11 months, and 6 days commencing on October 25, 2026 ("Commencement Date") and ending on September 30, 2031, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "term."



## Lease (Not to Exceed \$25K)

### Multi-Tenant

**Facility Name/Location**

UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette

Lease: QU0000901961

3. RENT: The Postal Service will pay Landlord an annual rent of: \$18,000.00 ("Rent"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:

COUNTY OF FAYETTE  
61 E MAIN ST  
UNIONTOWN, PA 15401-3514

4. RENEWAL OPTIONS: The Postal Service shall have the right to the following renewal options:

Period	Annual Rent	
10/01/2031	09/30/2036	\$19,800.00

provided that the Postal Service send notice of exercise of each such renewal option is sent in writing, to the Landlord at least 30 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Exhibit A (Legal Description of Property)
- Exhibit B (Parking Area)
- Exhibit C (Premises Area)
- Utilities and Services Rider
- Maintenance Rider Landlord Responsibility

6. TERMINATION: The Postal Service shall have a right to terminate this Lease upon 120 days' prior written notice to Landlord at any time during the term of this Lease (including any renewal periods). Upon such termination, the Postal Service's obligations under this Lease shall cease except for the restoration obligation under Section 4(b) of the General Conditions to USPS Lease.

7. CONFLICT OF INTEREST. To avoid actual or apparent conflicts of interest, the Postal Service requires the certification set forth on the signature page from Landlord. The Postal Service will be relying on the accuracy of the statements made by you in this certification. If Landlord's certifications below are false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided below, then the Postal Service may exercise any or all of the following remedies: (i) withhold Rent and all other payments and reimbursements

**Lease (Not to Exceed \$25K)****Multi-Tenant**

## Facility Name/Location

UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

## County: Fayette

Lease: QU0000901961

due or to become due under this Lease until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.

[Conflict of Interest/Signature Page Follows]



## Conflict of Interest/Signature Page

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

### CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

LANDLORD: Please check all that apply in item A below and complete item B below if necessary.

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:

- (i)  A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
- (ii)  The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
- (iii)  A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee; (Relationship) \_\_\_\_\_
- (iv)  An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
- (v)  None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:

- (i) Postal Service Employee: (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Location) \_\_\_\_\_
- (ii) Spouse who works for the Postal Service: (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Location) \_\_\_\_\_
- (iii) Family member who works for the Postal Service: (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Location) \_\_\_\_\_
- (iv) Household Member who works for the Postal Service: (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Location) \_\_\_\_\_

C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you must notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

The person signing this Lease certifies under penalty of perjury that he/she/they has full power and authority to bind the Landlord named below.

#### LANDLORD NAME: COUNTY OF FAYETTE

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_  
Email Address: \_\_\_\_\_

(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

#### POSTAL SERVICE:

Signature: \_\_\_\_\_

Print Name: JAMIE KATERBERG

Title: Contracting Officer

Date: \_\_\_\_\_

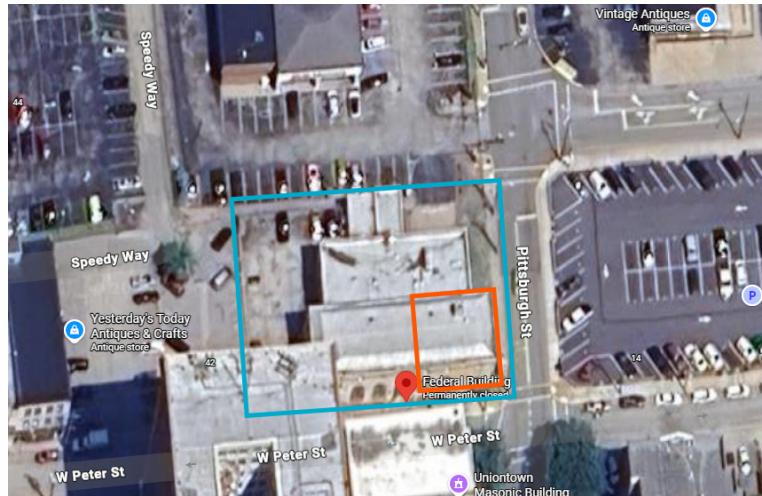
Facility Name/Location  
**UNIONTOWN - DOWNTOWN STATION (418656-003)**  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

### Exhibit A

#### [Legal Description of Property]

The following is the legal description from the recorded (DB 412-503): All that certain lot, piece, parcel and tract of land situate at the Northwest corner of Pittsburgh Street and West Peter Streets in the First Ward of the City of Uniontown, County and State aforesaid, bounded and described as follows: Beginning at the Southeast corner of a concrete monument, 3" by 3" by 36", at the Southeast corner of said lot at the intersection of Pittsburgh Street with West Peter Street, thence along the North side of West Peter Street, South 85 degrees, 16' West 149.24 feet to the Southwest corner of a like lot concrete monument at the Southwest corner of the said lot where it corners with lot of A.C. Fouch; thence, with Fouch lot, North 4 degrees 44' West 120 feet to the Northwest corner of a like concrete monument on line of a public alley at the Northwest corner of the said lot; thence with the South side of the said alley, North 85 degrees 16' East 149.29 feet to the West line of Pittsburgh Street at the Northeast corner of the said lot, 10 feet distant in a Southerly direction from a like concrete reference monument located in said alley; thence, with the West side of said Pittsburgh Street, South 4 degrees 44' East 120 feet to the Southeast corner of a concrete monument, the place of beginning, containing 17,908 square feet. USPS occupies a 1,350 square foot portion on the first floor of a two story multi-tenant building. When entering the Federal building from Peter Street, the main foyer is joint use and leads to the exclusive use Postal lobby located on the left (West) side of the building.





## Exhibits

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

### Exhibit B

Parking Area  
(If Applicable)

"Left Intentionally Blank"



## Exhibits

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

### Exhibit C

#### Premises Area

<b>Lease Defined Space Measurements</b>	<b>Sq ft</b>
Rentable SF:	1,350
Total USPS Leased SF:	1,350
Total Property Site SF:	2,122
Exterior, Platform and Ramp:	72
Exterior Parking, USPS:	700

#### Area Comments



## General Conditions to USPS Lease

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

### 1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy. The Postal Service agrees to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

### 2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns the Building and the Property; (ii) there are no encumbrances, liens, agreements, or covenants in effect that would materially interfere with the Postal Service's ability to operate, or materially impair the Postal Service's rights or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property (provided that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions is limited to conditions that Landlord is responsible for under this Lease).

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service this Lease may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and

2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;

2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and

3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease in a writing that is delivered to the Postal Service along with a notice of the transfer. These should be delivered to the Postal Service within 15 days of the date of the transfer or assignment. In addition, both the original Landlord and the new landlord must execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form within 15 days after receipt of such form from the Postal Service. In addition



## General Conditions to USPS Lease

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

the new landlord shall provide a Federal W-9 form. Until the Postal Service has the required forms, the Postal Service will continue to pay rent and give all notices to Landlord and not the new landlord. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease, Landlord shall be released from all liability toward the Postal Service arising from any act, occurrence or omission of Landlord's successor or assign occurring after the transfer of Landlord's interest in this Lease. However, Landlord will not be relieved of liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer, and the Postal Service can pursue its remedies for default against either the Landlord or the new landlord.

### 3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within thirty days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

### 4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags and flagpoles or signs in or upon the Premises or install flags and flagpoles and collection boxes in the common areas (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the Property); which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term or any renewal term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. The Postal Service is not responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the Lease, remove any or all of the alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

### 5. [INTENTIONALLY BLANK]

### 6. [INTENTIONALLY BLANK]

### 7. HAZARDOUS/TOXIC CONDITIONS CLAUSE



## General Conditions to USPS Lease

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

### a. Definitions. As used in this Lease, the following terms have the following meanings:

**"Environmental Laws"** mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees.

**"Hazardous Materials"** mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

**"Environmental Contamination"** means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

**"Asbestos-Containing Material"** (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

**b. Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its vicinity defined herein, subsequent to Lease commencement or any renewal thereof, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

### c. Environmental Condition of the Premises.

(i) Unless due to the negligence of the Postal Service, if after the Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, Landlord agrees to remediate or abate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval by the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of



## General Conditions to USPS Lease

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

Environmental Contamination caused directly by the negligence of the Postal Service. The parties agree that neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control.

(ii) If the Landlord fails to diligently remove, or otherwise respond to in accordance with Environmental Law, any Environmental Contamination, the Postal Service shall have the right to perform the work, and withhold the cost plus administrative costs and/or interest, from Rent and other payments and reimbursements due or to become due or to become due to Landlord from the Postal Service or federal government. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service determines that the Premises are untenantable or unfit for use or occupancy, the Postal Service may, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the Rent and all other payments and reimbursements due or to become due under this Lease for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (2) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iii) Without limiting the foregoing, regardless of whether Landlord is required by this Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation cost associated with a release or suspected release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused by the negligence of the Postal Service's agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence.

**d. Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

**e. Landlord Indemnification of Postal Service.** The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and from and against any and all claims, losses, damages,



## General Conditions to USPS Lease

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this Clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of the Environmental Contamination caused directly by the negligence of the Postal Service. The parties agree that neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control.

### 8. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

### 9. GOVERNING LAW; CLAIMS AND DISPUTES

- a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**"). Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.
- b. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- c. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:



## General Conditions to USPS Lease

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

d. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

e. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

f. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

g. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

h. Simple interest on claims will be paid at a rate determined in accordance with the Act.

i. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

j. In the case where the Landlord has alleged a Postal Service default, and where the Postal Service has vacated the Premises, Landlord must use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages.

k. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any work letter or other rider or attachment to this Lease.

### 10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord. In the event of substantial, material or unreasonable interference by Landlord as a result of the Landlord exercising its rights and obligations under this Lease, the Rent and all other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6



## General Conditions to USPS Lease

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

**b. Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

**c. Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing inspections, maintenance or repairs that are the responsibility of Landlord under this Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth in a separate right of entry agreement available to Landlord upon written request to the Postal Service. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service.

**d. Calendar Days.** All references herein to "days" shall mean calendar days unless specified to the contrary.

**e. Counterparts.** This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

**f. Notices.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time in writing. Notices to the Postal Service must include the identification of the facility name and location to be effective. Notices given as required by this Lease will be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).



## General Conditions to USPS Lease

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

To Landlord at:  
COUNTY OF FAYETTE  
61 E MAIN ST  
UNIONTOWN, PA 15401-3514

With a copy to:  
\_\_\_\_\_  
\_\_\_\_\_

To the Postal Service at:  
Contracting Officer  
USPS Facilities Leasing East  
PO Box 27497  
Greensboro, NC 27498-1103

With a copy to:  
Postmaster/Installation Head  
34 W PETER ST, UNIONTOWN, PA 15401-3316  
\_\_\_\_\_

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

### **11. FACILITIES NONDISCRIMINATION**

a. ~~By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.~~

b. ~~The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.~~

### **12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS**

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching [www.usps.com](http://www.usps.com).

Clause 1-5, Gratuities or Gifts

Clause 1-6, Contingent Fees

Clause 9-3, Davis-Bacon Act<sup>1</sup>

~~Clause 9-7, Equal Opportunity<sup>2</sup>~~

Clause 9-13, Equal Opportunity for Workers with Disabilities<sup>3</sup>

Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans<sup>4</sup>

Clause 9-16, Employer Reports on Employment of Protected Veterans<sup>4</sup>

Clause B-25, Advertising of Contract Awards



## General Conditions to USPS Lease

Facility Name/Location

UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

---

- <sup>1</sup> For premises with net interior space in excess of 6,500 SF.**PER 39 USC 410(d)(1)**
- <sup>1</sup> For premises with net interior space in excess of 6,500 SF.
- <sup>2</sup> ~~For leases aggregating payments of \$10,000 or more.~~
- <sup>3</sup> For leases aggregating payments of \$10,000 or more.
- <sup>4</sup> For leases aggregating payments of \$150,000 or more.



## Maintenance Rider Landlord Responsibility

**Facility Name/Location**

UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

**County:** Fayette

Lease: QU0000901961

- 1. Landlord Responsibilities.** Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service's agents or employees (which portion of the damage arising directly from Postal Service's agents or employees negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, fencing and sidewalks), furnished by Landlord under this Lease, in good repair and tenantable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:
  - a. Pest Control.** Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.
  - b. Casualty.** Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).
  - c. HVAC.** Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; such system and equipment must be capable of providing heat to a minimum temperature of 68 degrees Fahrenheit (68°F) and cooling to a maximum temperature of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons. Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier.
  - d. Heating and Hot Water Supply.** Boilers and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordance with the most stringent of the federal, state or local codes and ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers Boiler and Vessel Code, must be provided by Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections and require corrective actions by Landlord.
  - e. Electrical System.** Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.
  - f. Water and Sewer.** Whether public or private water or sewer systems are provided, said systems (including potable water) must be properly sized for the facility and be maintained, in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order including having any inspections that may be required performed.



## Maintenance Rider Landlord Responsibility

### Facility Name/Location

UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

### County: Fayette

Lease: QU0000901961

**g. Wiring.** Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment, Closed Circuit Television, Very Small Aperture Terminal, Criminal Investigation System, Intrusion Detection System, etc., installed by Landlord shall be maintained, and if necessary, replaced by Landlord. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service equipment of the Postal Service.

**h. Utilities Distribution Systems.** Landlord is responsible for all utilities (i.e., water, gas, electrical, sewer) distribution systems and structures and the components thereof which deliver such utility services to the Premises and the Property, including but not limited to base building electrical, plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls, under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment needs.

**2. Postal Service Responsibilities.** Notwithstanding anything herein to the contrary, the Postal Service shall, except for damage resulting from, and to the extent of, the negligence of Landlord's, agents, employees, or contractors, maintain the following items at the Premises if originally installed by the Postal Service: flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, and lobby and back-door locks. The Postal Service's duties include repair and replacement, as necessary, of the aforementioned items and shall be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary. The Landlord shall be responsible for the portion of maintenance, repair and replacement costs for damage to such items resulting directly from its negligence.

### 3. Completion of Maintenance, Repair, or Replacement by Landlord.

**a.** If the Landlord is required to maintain, repair or replace something under this Lease, including, without limitation, this Rider, Landlord must perform all maintenance, repairs and replacements promptly and in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in such notice provided by the Postal Service. If Landlord does not finish such maintenance, repairs or replacements within the time period set forth in the Postal Service's notice, then unless the Landlord requests more time, and the Postal Service grants more time using its reasonable judgment, then the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or federal government, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord.

**b.** In the case of an emergency (as reasonably determined by the Postal Service), then notwithstanding the above provision, the Postal Service may give Landlord notice by phone or other method and may give such shorter notice as is practicable under the circumstances. Upon notice, Landlord must immediately start the maintenance, repairs or replacements and if Landlord fails to start such maintenance, repairs or replacements immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from



## Maintenance Rider Landlord Responsibility

### Facility Name/Location

UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

### County:

Fayette

Lease: QU0000901961

the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government.

c. In addition to any other remedies of the Postal Service, the Postal Service may abate Rent and all other payments and reimbursements due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and other payments due or to become due to Landlord will be abated in proportion to the impairment or loss of use as determined by the Postal Service.

**4. Health and Safety.** In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and
- c. take all other proper precautions to protect the health and safety of:
  - (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
  - (2) Postal Service employees; and
  - (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.

**5. Landlord Access.** In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any repair, maintenance, replacements or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises by more than a de minimis extent, as determined by the Postal Service



## Utilities and Services Rider

Facility Name/Location  
UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

County: Fayette  
Lease: QU0000901961

Unless otherwise indicated below, the responsibilities of Landlord identified in this Utilities and Services Rider are a part of the Rent paid under the Lease and are not subject to reimbursement by the Postal Service.

### 1. HEAT

Landlord pays all costs of fuel charges to the Premises.

### 2. ELECTRICITY

Landlord pays all recurring electric bills.

### 3. WATER

At all times, Landlord must ensure that there is potable water serving the Premises. If at any time the water provided to the Premises is not potable, then the Landlord shall furnish potable water in a quantity sufficient to serve the maximum number of postal employees located at the Premises on a regular basis, and shall ensure such potable water is available at all times. Landlord must pay for all recurring charges related to the provision of such potable water.

The Premises are supplied by a private water system. The Landlord pays for all recurring charges for the water system and water services. If a public water system is currently available, Landlord must obtain connection to the public water system, maintain the connections, and pay all fees and costs involved in the connection of the Property to the public water system so that public water services are available at all times in and to the Premises. If public water service is not currently available, but becomes available in the future, Landlord must obtain connection to the public water system, maintain the connections and pay all fees and costs involved in connecting the Property to the public water system so that public water services are available at all times in and to the Premises. After connection, the Postal Service pays for all recurring water charges, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

### 4. SEWER

The Premises are supplied by a private sewer system. The Landlord pays for all recurring charges for the sewer system. If public sewer services are currently available, Landlord must obtain connection to the public sewer system and public sewer services, maintain the connections, and pay all fees and costs involved in the connection of the Property to the public sewer system so that public sewer services are available at all times in and to the Premises. If a public sewer system is not currently available, but becomes available in the future, Landlord must obtain connection to the public sewer system, maintain the connections and pay all fees and costs involved in connecting the Property to the public sewer system so that public sewer services are available at all times in and to the Premises. After connection, the Postal Service pays for all recurring sewer charges, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

### 5. TRASH

Postal Service is responsible for all trash removal and disposal from the Premises and will provide its own trash receptacle or receptacles at its cost in a location acceptable to the Postal Service either on the Premises or in the common areas, if any.



## Utilities and Services Rider

### Facility Name/Location

UNIONTOWN - DOWNTOWN STATION (418656-003)  
34 W PETER ST, UNIONTOWN, PA 15401-3316

### County: Fayette

Lease: QU0000901961

## 6. SNOW

Landlord is responsible for the timely (but in no event later than as required for owners of property in the local jurisdiction under local law) removal of snow and ice from the roof, the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, and any other areas providing access to the Premises for use by the Postal Service's employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.), all at Landlord's cost.

## 7. CUSTODIAL SERVICES

Custodial Services for purposes of this Lease means the following: all duties considered necessary or desirable by the Postal Service to maintain cleanliness at the Premises and the Property. Custodial services include, but are not limited to the following tasks: vacuum and mop floors, empty trash containers, clean windows, sanitize bathroom fixtures and carry out any other tasks related to cleaning dirt and debris from the inside or the outside of a particular building. Custodial services do not include roof or gutter cleaning, or landscaping.

The Postal Service is responsible for and payment of the costs of custodial services for the interior of the Premises, the immediately adjoining exterior sidewalks and parking lots that are used exclusively by the Postal Service at such time and in such manner as the Postal Service considers necessary. Landlord is responsible for and payment of the costs of custodial services for any areas not exclusively used by the Postal Service.

## 8. LANDSCAPING

Landscape for purposes of this Lease means an exterior area devoted to or developed and maintained with plantings, decorative outdoor landscape elements, sculptures, benches, water features, paved or decorated surfaces of rock, stone, brick, block or similar material (excluding sidewalks, driveways, parking, loading or storage areas).

The Landlord has responsibility for all landscaping, including without limitation, any exterior plantings, grass cutting and shrub trimming.

## QUIT CLAIM DEED

MADE the \_\_\_\_\_ day of \_\_\_\_\_, 2026, BY AND BETWEEN

**COUNTY OF FAYETTE**, a political subdivision of the Commonwealth of Pennsylvania being a County of the Fourth Class, party of the first part;

AND

**SOUTHWEST PENNSYLVANIA RAILROAD COMPANY**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of 519 Cedar Way, Building 1, Suite 100, Oakmont, PA 15139, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ONE and 00/100 (\$1.00) DOLLARS, lawful money of the United States of America, unto it well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and forever quit-claim unto the said party of the second part, its successors and assign, all its right, title and interest in and to:

All that certain piece or parcel of land situated in the North Union Township, Fayette County, Pennsylvania, Known as Parcel A of The Revised Fay-Penn – SWP Subdivision Plan No.2, being bounded and described as follows:

Beginning at a point, being common corner to Parcel 5 of The Revised Fay-Penn – SWP Subdivision Plan No.2; thence N15°19'43"W 60.03 feet to a point being common corner to now or formerly Eugene Fordyce, Jr. and said Parcel 5 of The Revised Fay-Penn – SWP Subdivision Plan No.2; thence along the lands of said Parcel 5 the following 3 courses: N76°30'00"E 1,529.31 feet to a point, thence S30°37'40"E 62.78 feet to a point; thence S76°30'00"W 1,545.89 feet to a point, being the point of beginning; containing 2.12 acres, according to a survey by McMillen Engineering, Inc., dated November, 2025, and recorded at Fayette County Instrument Number \_\_\_\_\_.

**The within described property is currently assessed as a portion of Fayette County Tax Parcel 25-27-0473 and will hereafter be assessed as part of Fayette County Tax Parcel 25-27-0473-01.**

EXCEPTING AND RESERVING any and all exceptions, reservations, covenants, conditions, easements, and rights of way as heretofore excepted, reserved, or conveyed by prior instruments of record or as may be apparent on the ground.

TOGETHER with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the revision and reversions, remainder and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, property, claim and demand whatsoever, both in law or equity, of the said parties of the first part, of, in, to or out of the said premises, and every part and parcel thereof.

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances, unto the said parties of the second part, its successors and assigns, to and for the only proper use and behoof of the said parties of the second part, its successors and assigns forever.

This deed is made under and by virtue of a Resolution of the Board of Commissioners of the County of Fayette duly passed at a regular meeting thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, a full quorum being present and authorizing and directing the same to be done.

IN WITNESS WHEREOF, the said party of the first has caused its seal to be affixed to these presents by the hand of its Chairman, and the same to be duly attested by its Secretary, dated the day and year above first written.

ATTEST:

COUNTY OF FAYETTE

---

Harry Kaufman, Secretary

By:

---

Scott Dunn, Chairman of the Board of Commissioners

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF FAYETTE

: SS

:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me a Notary Public, the undersigned officer, personally appeared Scott Dunn, Chairman, Vincent Vicites, Vice-Chairman and Harry Kaufman, Secretary of the Board of Commissioners of Fayette County, known to me (or satisfactorily proven) to be the Commissioners of Fayette County, whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

---

Notary Public

**CERTIFICATE OF RESIDENCE**

*I do hereby certify that the Owner Mailing Address of the within named Grantee is:*

519 Cedar Way, Building 1, Suite 100, Oakmont, PA 15139

---

Representative of Grantee

**Deed prepared by:**

Haberl, Buell, Rice & Bell, PLLC  
100 S. 7<sup>th</sup> St.  
Indiana, PA 15701

**Mail to:**

Grantee

# INVOICE 8215

Professional Recyclers of Pennsylvania  
908 N. 2nd Street  
Harrisburg PA, 17102



Fayette Co Recycling Convenience Center  
Sheila Shea  
105 Romeo Lane  
Uniontown, PA 15401  
United States

Invoice # 8215  
Invoice Date 02/09/2026  
Invoice Due 02/24/2026

<b>Amount Due</b>	<b>\$ 1,025.00</b>
-------------------	--------------------

## Transactions

Description	Amount
PROP 2026 Conference Days Attending - Full Conference - \$750.00	\$ 750.00
2026 Pre-Conference Certification Classes / Tours / Exam - Tuesday July 21 (9am - 4pm) / Pre-Conference Class - Penn Waste / CRDC Tour 0.60 CEUs / 6 hours - \$275.00	\$ 275.00

<b>Total Amount</b>	<b>\$ 1,025.00</b>
<b>Amount Paid</b>	<b>-\$ 0.00</b>
<b>Amount Due</b>	<b>\$ 1,025.00</b>



2400 Willow Street Pike  
Lancaster PA 17602 US  
[Maps & Directions >>](#)

+17174642711



Monday

**Jul 20**

Check In: 4:00 PM



**4**  
Nights

Friday

**Jul 24**

Check Out: 11:00 AM

Guest Name: **SHEILA SHEA**  
Guests: 2 Adults  
Rooms: 1  
Room Plan: DISCONTINUED: 11/3/2025



**SHEILA SHEA**

Upgrade your room for only **\$20**  
more a night.

**U P G R A D E ▶**

#### Your Rate Information

#### Professional Recyler

##### Rate per night

20-Jul-2026 - 24-Jul-2026 161.00 USD

Total for Stay per Room Rate 644.00 USD

Taxes 70.84 USD

Total price for Stay

714.84 USD



[Modify Your Reservation >>](#)