

## 1. Agenda

Documents:

[MARCH 18, 2021 AGENDA.PDF](#)

## 2. Public Notice: Zoom Information

The Fayette County Commissioners will hold the remaining 2021 monthly board meeting virtually via Zoom on the third Thursday of each month at 10 a.m. from the Fayette County Courthouse, 61 E. Main Street, Uniontown, PA. the dates of each meeting will be

- March 18
- April 15
- May 20
- June 17
- July 15
- August 19
- September 16
- October 21
- November 18
- December 16

## **Zoom Meeting Information**

- [JOIN ZOOM MEETING](#)
- Meeting ID: 959 7348 7679
- By phone 1(312)626-6799 or 1(929)205-6099

**Fayette County Commissioners Meeting**  
**Thursday, March 18, 2021 – 10 a.m.**

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

National Library Week, April 4-10, 2021

Child Abuse Prevention Month, April 2021

4. **Public Comment on Agenda Items:**

5. **Controller:**

Financial condition of the county.

6. **Fayette County Redevelopment Authority:**

Consider approval of a Cooperation Agreement between the County and the Redevelopment Authority providing funding for the Fayette County Business Park – Mt. St. Macrina Economic Development Initiative, as attached.

7. **Adult Probation Office:**

Consider approval of the formal submission of the Project Modification Request Signature Page to the Pennsylvania Commission on Crime and Delinquency (PCCD), Titled: Fayette IPP Treatment Program 2020-2021, Grant ID: 34282. The Project Modification Request is for an additional \$37,037.00 for program personnel costs.

8. **Assessment Office:**

Consider approval of the following 11 Veterans' Exemptions from real estate taxation. In each case, the named party has been qualified as a 100% disabled veteran by the Pennsylvania Department of Veterans' Affairs. The first six applications are new while the latter five are renewals.

William A. & Marlene R. Edwards 234 Montgomery Road Scottdale, PA 15683  
Parcel No. 39-07-0164-10 Acreage: 0.603 AC Improvements: R1 ATTD RG RM  
Deed: 1348-164 Municipality: Upper Tyrone Township Effective Date: December 16, 2020

Chance W. Thompson 1303 Buckeye Street Connellsville, PA 15425  
Parcel No. 05-13-0087 Acreage: 0.41 AC Improvements: R1 BSMT RG  
Deed: RB3389-2367 Municipality: Connellsville City Effective Date: January 20, 2021

Dianna Lee Jackson 306 Dixon Blvd Uniontown, PA 15401  
Parcel No. 34-10-0016 Acreage: 0.29 AC Improvements: R1 BSMT RG  
Deed: RB3446-872 Municipality: South Union Township Effective Date: December 3, 2020

Lawrence E. & Dorothy S. Wilson 145 French Island Road Perryopolis, PA 15473  
Parcel No. 27-11-0059 Acreage: 0.62 AC Improvements: R1 ATTD RG RM POOL  
Deed: DB1239-540 Municipality: Perry Township Effective Date: November 4, 2020

James Clarke & Christine K. Lee 748 Pleasant Valley Road Connellsville, PA 15425  
Parcel No. 04-25-0301 Acreage: 1.25 AC Improvements: R1  
Deed: RB3274-1371 Municipality: Bullskin Township Effective Date: January 21, 2021

David A. & Christine Martin 2329 Dinner Bell-Five Forks Road Farmington, PA 15437  
Parcel No. 42-28-0039-02 Acreage: 1.466 AC Improvements: R1 RG  
Deed: RB3455-1658 Municipality: Wharton Township Effective Date: December 15, 2020

Richard L. & Glenda G. Grant 723 First Street New Salem, PA 15468  
Parcel No. 22-13-0079 Acreage: 2.00 AC Improvements: ½ RS2 RG  
Deed: RB745-103 Municipality: Menallen Township Effective Date: October 28, 2020

Patrick E. & Laureen G. Livingston 535 Old Braddock Road Lemont Furnace, PA 15456  
Parcel No. 25-40-0101-02 Acreage: 4.72 AC Improvements: R1 RM  
Deed: RB1564-286 Municipality: North Union Township Effective Date: January 13, 2021

George & Ruth A. Dressel 1268 Beaver Creek Road Farmington, PA 15437  
Parcel No. 16-07-0001-17 Acreage: 2.001 AC Improvements: Doublewide ATTD RG RM  
Deed: RB804-298 Municipality: Henry Clay Township Effective Date: December 30, 2020

William E. & Sue Ann Stewart, Jr. 200 Denney Road Uniontown, PA 15401  
Parcel No. 22-21-0164-05 Acreage: 2.65 AC Improvements: R1  
Deed: RB2937-375 Municipality: Menallen Township Effective Date: February 3, 2021

James C. & Linda L. Whipkey 31 East Church Street Fairchance, PA 15436  
Parcel No. 14-31-0126 Acreage: 0.317 AC Improvements: R1 RG  
Deed: DB1162-21 Municipality: Georges Township Effective Date: February 12, 2021

Consider approval of the following for admittance into the Wharton Township LERTA (Local Economic Revitalization Tax Assistance) program:

Applicant: Klay LLC Parcel No. 42-05-0074-01 Purpose: Construction of a 12 x 20 Storage Shed

**9. Fayette County Behavioral Health Administration:**

Consider approval of the following agreements:

**Contract Value                      Period**

**HealthChoices Reinvestment Agreement – 2017 Funds Modification #1**

Cheryl McNeil, Ph.D \$19,250 N/A

**Modification Agreement #1 2020-2021**

Western PA School for the Deaf \$8,000 07/01/20-06/30/21

**10. Building and Grounds:**

Consider approval to advertise to accept bids on the following county owned vehicles:

1999 Chevy 2500 truck	1GC0K24R0XR703679
2001 GMC DUMP TRUCK	1GDLH1BGYJ528568
2005 FORD E350 BOX TRUCK	1FDXE455X5HBI9499
1995 FORD RECYCLE TRUCK	1FDXF82C1SVA66190

Consider approval to advertise to accept bids or to junk the following county owned vehicles. All of these vehicles have been sitting at the bridge dept. for four-plus years with bad motors, transmissions, frames, and are beyond repair.

2006 FORD CROWN VICTORIA	2FAFP71W46X125021
2008 FORD ESCAPE	1FMCU93198KC90776
2005 CHEVY VENTURE	1GNDV03E25D133862
2006 CHEVY UPLANDER	1GNDV23176D123422
2001 JEEP CHEROKEE	1J4FF482X1L562211
2007 DODGE CARAVAN	1D4GP25E57B168079
2006 FORD E350 VAN	1FT553486DB07391
1998 FORD WINDSTAR	2FMZAS1U7WBC74723
2000 CHRYSLER TOWN COUNTRY	1C46P44R3YB744900
2007 GMC ENVOY	1GKDT13SB72207190
2001 JEEP CHEROKEE SPORT	1J4FF48541L619362
2001 GRAND CHEROKEE LARAEDO	1J4GW8541C700950
1999 PLYMOUTH BREEZE	1P3E146C9XN5S1830
1997 JEEP CHEROKEE	1J4FJ6855VL603087
2001 JEEP SPORT	2J4FF48581L561210
2004 FORD FREESTAR	2MZA5163413A21560
2001 JEEP CHEROKEE	1J4FF489591L533148
1998 JEEP CHEROKEE	1J4FJ6852WL197531

Consider approval of authorizing the preparation of specifications by a qualified engineering firm determined by the director of Building and Grounds to repair the EMA building at the Joseph A. Hardy/Connellsville Airport and the advertising of bids for the repairs.

**11. Children and Youth Services:**

Consider approval of a **FY2020-21** Purchase of Service Agreement between the County of Fayette, through Fayette County Children & Youth Services & **Appalachian Youth Service,**

135 Sanborn Lane, Ebensburg, PA 15931 for Residential and Foster Care Services on an as needed basis. The rates are as follows:

Initial Clothing - \$250.00	
Kathy's House	\$ 183.94/day
Day Treatment Program	\$ 40.27/day

Consider approval of the acceptance of the reappointment of Jennifer George, to a 3-year term on the Fayette County Children & Youth Services Advisory Committee. Jennifer George's current term will expire on March 31, 2021. The new term will expire on March 31, 2024. The Advisory Committee voted unanimously, at the February monthly meeting, to recommend her reappointment to the commissioners at the March, 2021 meeting.

Consider approval to purchase six Microsoft Surface Laptops at a cost of \$963.81 each, six Microsoft Surface Docking Stations at a cost of \$166.88 each, six Microsoft Extended Hardware Service Plan extended service agreement- four-year at a cost of \$156.02 each, 10 Startech.com Mini DisplayPort to HDMI Video Adapter Converter at a cost of \$17.77 each, and 12 Tripp Lite High Speed HDMI Cable w/Audio UHD at a cost of \$8.88 each for a total cost of \$8,004.52. This cost was sought from CDW-G as part of the state Costars program.

**12. County Parks:**

Consider approval for the County Parks Department to rent out pavilions at all 3 of the parks. The pricing is described below.

Penalty fee = if pavilion is not cleaned all debris staples streamers and trash are not removed and all garbage is to be taken with the occupant and or taken to dumpster if one is available on site. Anything left behind will incur a penalty fee.

**Dunlap Creek** 5 pavilions same size \$60 a day with a \$40 penalty fee Dumpster is available on site

**Jacobs Creek** 4 pavilions same size \$60 a day with a \$40 penalty fee

**German Masontown Park** 6 pavilions ranging in sizes 2 Large pavilions \$75 a day with \$50 penalty fee; 3 Small pavilions \$35 a day with a \$25 penalty fee

1 mid-sized pavilion not for rent it is by ballfield and I will leave that open for the teams that will be playing for family to utilize.

Dumpster is available on site

**13. Human Resources:**

**CYS**

Consider ratification of the hiring of Jessie Davis, Caseworker I, SEIU CYS, \$18.49/hr.; (\$36,055.50 annually) effective March 1, 2021.

## ELECTION BUREAU

Consider ratification of the resignation of Danielle Guthrie, Part Time Clerk, effective February 18, 2021.

Consider ratification of the hiring of Brenda Pennington, Part Time Clerk, \$10.00/hr., effective February 22, 2021.

Consider ratification of the promotion of Melissa Rexrode to Department Clerk III, SEIU, Pay Grade 7, Step A, \$14.57/hr. (\$28,411.50 annually) effective March 1, 2021.

Consider ratification of the promotion of Jennifer Bensen to Department Clerk III, SEIU, Pay Grade 7, Step SR1, \$13.50/hr. (\$26,325.00 annually) effective March 1, 2021.

Consider agenda ratification of the promotion of Billie Jo Guthrie to Deputy Director of Voters, Non-Union Supervisory, Pay Grade 8, Step B, \$19.84/hr. (\$38,688.00 annually) effective March 1, 2021.

Consider ratification of the promotion of Janice Lake to Election Technology Manager, Non-Union Supervisory, Pay Grade 8, Step C, \$20.44/hr. (\$39,858.00 annually) effective March 1, 2021.

## FACT

Consider ratification of the retirement of Donald Gallagher, Full Time Bus Driver, effective March 5, 2021.

## PUBLIC DEFENDER

Consider ratification of the hiring of David Kaiser, Assistant Public Defender-Specialty Courts, Non-Union Non-Supervisory, Pay Grade 17, Step D, \$22.94/hr. (\$44,733.00 annually) effective March 8, 2021.

## FCBHA

Consider approving the Fayette County Behavioral Health Administration Compensation Plan for the period January 1, 2021 through December 31, 2021.

### **14. Office of Human and Community Services/FACT:**

Consider agreements with Fayette County Housing Authority and Fayette County Community Action Agency for administering the Emergency Rental Assistance Program on behalf of the County.

Consider approval of the amendment of agreements for HSDF FY 20-21 as follows:

Center in the Woods decrease by \$3,269  
Fayette County Behavioral Health Administration decrease by \$62,000  
Albert Gallatin Human Services increase by \$3,700

Fayette County Drug & Alcohol increase by \$6,400  
 Fayette County Community Action Agency increase by \$43,169  
 City Mission Living Stones Inc increase by \$12,000

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

Consider approval of an amendment to a PA DCED/CFA grant for Jacobs Creek Park Phase 2 trail development. Specifically, DCED modified the budget to incorporate a county cash commitment of \$24,900.00, and requesting the full amount of the project -- \$181,292.00.

Consider approval of an amendment to an USDA Rural Development grant/loan application for county vehicles. The amendment involves adding seven (7) vehicles to the proposal increasing the total to fifteen (15).

Consider RZ 21-01, Frances Burwell, German Township, requesting a change of zone from A-1 Agricultural-Rural to B-1 General Business.

Consider awarding RFQ 21-01 to TBD for the digitization of zoning maps.

**16. Tax Claim Bureau:**

Consider approval of the following repository bids opened on March 2, 2021, subject to all conditions being met. Total bid amount is \$6,211.00  
 Accepted

Name	Parcel	Twp/City/Boro	Amount
Big River Enterprises	05-09-0542	Connellsville	\$2,278.00
Kenneth Forsythe	30-27-0039	Redstone	\$500.00
Kenneth Forsythe	30-26-0163	Redstone	\$1,200.00
Tom Phillips	05-09-0541	Connellsville	\$550.00
Robert Work	19-26-0059	Luzerne	\$750.00
Baijet Karim	38-03-0269	Uniontown	\$933.00
		Total	\$6,211.00
Rejected			
	05-09-0541	Connellsville	OUTBID
Big River Enterprises			

**17. Veterans Affairs:**

Consider approval of the following for flags- US Flag Maker of Marietta, GA at a cost of \$0.60 each = \$18,576 includes freight.

Consider approval of the following for Markers- All Quality Memorial Markers of Smoketown, PA at a cost of \$7.00 each = \$12,425 includes freight.

**18. Commissioners:**

Consider approval of the February 16, 2021 agenda meeting minutes.

Consider approval of the February 18, 2021 commissioners meeting minutes.

Consider approval of the February 26, 2021 commissioners special meeting minutes.

Consider approval of the March 10, 2021 commissioners special meeting minutes.

**Public Announcements:**

**Public Comments:**

**Adjournment**



**COUNTY OF FAYETTE, PENNSYLVANIA  
AND  
REDEVELOPMENT AUTHORITY OF THE  
COUNTY OF FAYETTE, PENNSYLVANIA**

**COOPERATION AGREEMENT**

MADE as of this 18<sup>th</sup> day of March 2021, by and between FAYETTE COUNTY, PENNSYLVANIA, hereinafter referred to as the "County", a body corporate and politic in the Commonwealth of Pennsylvania;

a

n

d

REDEVELOPMENT AUTHORITY OF THE COUNTY OF FAYETTE, PENNSYLVANIA, hereinafter referred to as the "Redevelopment Authority", a body corporate and politic created under the provisions of the Commonwealth of Pennsylvania Urban Redevelopment Law, hereinafter referred to as the "URL", maintaining its principal office in the City of Uniontown, Fayette County, Pennsylvania.

WHEREAS, Fayette County has budgeted funding to support expanded economic development efforts at the Fayette County Business Park; and

WHEREAS, the expansion will specifically target economic development efforts at the Mt. St. Macrina property in North Union Township, Fayette County, hereinafter referred to as the "Project"; and

WHEREAS, in accordance with 35 P.S. § 1709 of the URL, the Redevelopment Authority constitutes a public body, corporate and politic, exercising public powers of the Commonwealth as an agency thereof, which powers shall include all powers necessary or appropriate to carry out and effectuate the purposes and provisions of the URL; and

WHEREAS, 35 P.S. § 1709 (c) of the URL further stipulates that the Redevelopment Authority has the power to cooperate with any government, school district, or municipality; and

WHEREAS, 35 P.S. § 1741, known as the Redevelopment Cooperation Law, further authorizes any "State public body" to cooperate with the Redevelopment Authority, including entering into agreements, with or without consideration, to perform the services stipulated in this Agreement; and

WHEREAS, the County wishes to work in cooperation with the Redevelopment Authority in order to implement and complete the Project.

NOW, THEREFORE, in consideration of the warranties, covenants, and commitments herein contained, the parties hereto agree as follows:

- 1) Funding. The County shall provide **One Million Dollars (\$1,000,000)** in funding to the Redevelopment Authority to support the Project.
- 2) Effective Date. The effective date of this Agreement shall commence on the date first listed above.

- 3) Payment. Payment requests by the Redevelopment Authority shall be in such a form as prescribed by the County and shall include all documentation necessary to ensure compliance with all applicable local, state, and federal rules and regulations. Payments under this Agreement shall be conditioned upon the completion of any applicable Special Conditions set forth in this Agreement.
- 4) Scope of Services. The Redevelopment Authority shall be responsible for general administration and development of the Project, which involves the acquisition and development of the Project.
- 5) Compliance. The Redevelopment Authority will administer the Project in a manner that ensures compliance with all applicable local, state, and federal rules, statutes, and regulations.
- 6) Reporting. The Redevelopment Authority shall provide to the County such reports, information, and documentation deemed necessary, including reports detailing the expenditure of funds, project progress, and information required to maintain and close out the Project.
- 7) Debarment, Suspension, and Tax Liabilities. By signing this Agreement, the Redevelopment Authority certifies the following:
  - a. The Redevelopment Authority, nor any subcontractors of the Redevelopment Authority, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
  - b. The Redevelopment Authority does not have any tax liabilities or other Commonwealth obligations.
  - c. The Redevelopment Authority will notify the County immediately if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, and any other state or governmental entity.
- 8) Conflict of Interest. No member, officer, or employee of the County or its designees or agents, no member of the governing body of the County, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his / her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement. The County and the Redevelopment Authority shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- 9) Insurance. The Redevelopment Authority shall purchase and maintain in full force the following coverages:
  - a. Comprehensive General Liability insurance, in the aggregate of \$1,000,000.
  - b. Comprehensive Automobile Liability insurance, with a single limit of \$1,000,000.
  - c. Worker's Compensation and Employer's Liability insurance, with a limit of \$100,000 for each occurrence.
  - d. Honesty Bond Coverage, in the amount of \$100,000 for any officer or employee.

- 10) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. This Agreement is executed in Fayette County, Pennsylvania, and any and all questions with respect to any of the provisions herein shall be instituted, maintained, and contested in any court of competent jurisdiction in Fayette County, Pennsylvania.
- 11) Amendments. This Agreement may only be amended or modified by a written instrument approved and executed by all parties.
- 1) Notices. All notices, demands, or requests by each of the parties to this Agreement shall be deemed to be given if and when deposited in the United States Mail and dispatched by certified or registered mail, postage prepaid, return requested, and (1) in the case of notice or communication to the County addressed as follows:

David Lohr, Chairman  
Fayette County Commissioners  
61 East Main Street  
Uniontown, Pennsylvania 15401

and (2) in the case of a notice or communication to the Redevelopment Authority is addressed and follows:

Andrew P. French, Executive Director  
Redevelopment Authority of the  
County of Fayette, Pennsylvania  
86 West Main Street  
Uniontown, Pennsylvania 15401

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

FAYETTE COUNTY, PENNSYLVANIA

\_\_\_\_\_  
Amy Revak, Chief Clerk

By \_\_\_\_\_  
David Lohr, Chairman

By \_\_\_\_\_  
Vincent A. Vicites, First Vice-Chairman

By \_\_\_\_\_  
Scott Dunn, Second Vice-Chairman

ATTEST:

REDEVELOPMENT AUTHORITY OF THE  
COUNTY OF FAYETTE COUNTY, PA

\_\_\_\_\_

By \_\_\_\_\_  
Andrew P. French, Executive Director