

FINANCE AGENDA

Erie County Council

www.eriecountygov.org



Phil Fatica, Chairman  
Carol Loll, Vice Chairperson  
Jay Breneman  
Edward T. DiMattio, Jr.  
Kyle Foust  
Andre Horton  
Fiore Leone

February 6, 2014

4:00 p.m.  
Room 114A

1. Ordinance Number 15, 2014, "Approving A Certain Project And The Financing Thereof, Briefly Describing The Same, Determining The Realistic Estimated Useful Life Of The Project And Stating The Estimated Project Completion Date; Stating The Maximum Aggregate Principal Amount Of The Bonds Or Notes To Be Issued By The Erie County Convention Center Authority To Be Secured By A Certain Guaranty Agreement Of The County Of Erie As Described Herein And Stating That The Debt Thereunder Is To Be Incurred As Lease Rental Debt As Defined In The Pennsylvania Local Government Unit Debt Act, 53 PA. Cons. Stat. §8001 *Et Seq.*, As Amended; Authorizing And Directing Officers Of The County To Prepare And Verify A Debt Statement Required By Section 8110 Of The Debt Act And A Borrowing Base Certificate And Directing The County Clerk To File Such Statement And Certificate, Together With A Certified Copy Of This Ordinance And Proofs Of Publication, With The Pennsylvania Department Of Community And Economic Development And To Pay Any Necessary Filing Fees; Authorizing And Directing The Manner Of Approval, And The Execution And Delivery, Of The Guaranty Agreement By The County; Stating The Maximum Annual Amounts Of Principal And Interest To Be Paid Under The Guaranty Agreement, Covenanting The Payment Thereof And Pledging The Full Faith, Credit And Taxing Power Of The County Therefor; Authorizing The Officials Of The County To Take Other Appropriate Action; Repealing All Ordinances Inconsistent Herewith And Stating The Effective Date Of This Ordinance" (FR 1-28-14)  
**Page 3**
2. Ordinance Number 16, 2014, "2014 Capital Project Fund Supplemental Appropriation Of \$180,000 And Creation Of Line Item For Sale Of Vacant Land Near County Public Safety Building" (FR 1-28-14)  
**Page 14**
3. Ordinance Number 17, 2014, "2014 Children & Youth Services Fund Budget Revised Expenditures Of \$18,000 And Creation Of Catholic Charities Greenburg Court Ordered Placement Line" (FR 1-28-14)  
**Page 17**
4. Ordinance Number , 2014, "An Ordinance Of The County Of Erie, Pennsylvania (The "County") Authorizing And Directing The Execution And Delivery Of A Guaranty Agreement For The Benefit Of Pleasant Ridge Manor ("Pleasant Ridge") And Compliance With The Provisions Thereof And Incurring Nonelectoral Debt Thereby; Approving A \$700,000 Letter Of Credit Agreement From Pleasant Ridge To PNC Bank, National Association; Directing The Proper Officers Of The County To Take Necessary Actions; And Repealing All Inconsistent Ordinances."  
**Page 20**
5. Ordinance Number , 2014, "2014 Public Safety Fund Budget Supplemental Appropriation Of \$45,000 Pass Through Grant For *PSAP Regional Shared Services Assessment Guidance*"  
**Page 34**

6. Ordinance Number , 2014, "2014 Public Safety Fund Budget Supplemental Appropriation Of \$563,615 And Creation Of Line Items For Northern Tier Project"  
**Page 44**
7. Ordinance Number , 2014, "2014 Public Safety Fund Budget Supplemental Appropriation Of \$72,600 And Creation Of Line Item For *JAG Grant* And Next Generation Radio System Analysis And Design"  
**Page 56**
8. Ordinance Number , 2014, "2014 General Fund Budget Supplemental Appropriation Of \$50,703 For Transfer To Public Safety Fund"  
**Page 63**
9. Ordinance Number , 2014, "2014 Public Safety Fund Budget Supplemental Appropriation Of \$43,343 For *Hazardous Materials Response Fund Grant*"  
**Page 66**
10. Ordinance Number , 2014, "2014 Public Safety Fund Budget Supplemental Appropriation Of \$10,500 And Creation Of Line Items For *Citizen Corps Program Training Grant*"  
**Page 69**
11. Ordinance Number , 2014, "2014 General Fund Budget Supplemental Appropriation Of \$59,103 And Creation Of New Line Item For Completion Of Sheriff Radio Project"  
**Page 72**
12. Ordinance Number , 2014, "2014 General Fund Budget Supplemental Appropriation Of \$3,000 And Creation Of New Line Items For Reimbursable Overtime In Sheriff School Resource"  
**Page 88**
13. Appointment of Richard Wagner to the Erie County Care Management Board. **Page 91**
14. Sale of Parcels from Repository for Unsold Properties:  
Index Number: 15-020-028.0-211.00  
42-010-036.0-013.00  
**Page 95**
15. Analysis of General Fund Unassigned Fund Balance  
**Page 104**

**ORDINANCE NUMBER <sup>15</sup>-2014**  
**AN ORDINANCE OF**  
**THE COUNTY OF ERIE, PENNSYLVANIA**  
**ENACTED \_\_\_\_\_, FEBRUARY 11, 2014**

APPROVING A CERTAIN PROJECT AND THE FINANCING THEREOF, BRIEFLY DESCRIBING THE SAME, DETERMINING THE REALISTIC ESTIMATED USEFUL LIFE OF THE PROJECT AND STATING THE ESTIMATED PROJECT COMPLETION DATE; STATING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS OR NOTES TO BE ISSUED BY THE ERIE COUNTY CONVENTION CENTER AUTHORITY TO BE SECURED BY A CERTAIN GUARANTY AGREEMENT OF THE COUNTY OF ERIE AS DESCRIBED HEREIN AND STATING THAT THE DEBT THEREUNDER IS TO BE INCURRED AS LEASE RENTAL DEBT AS DEFINED IN THE PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT, 53 PA. CONS. STAT. §8001 *ET SEQ.*, AS AMENDED; AUTHORIZING AND DIRECTING OFFICERS OF THE COUNTY TO PREPARE AND VERIFY A DEBT STATEMENT REQUIRED BY SECTION 8110 OF THE DEBT ACT AND A BORROWING BASE CERTIFICATE AND DIRECTING THE COUNTY CLERK TO FILE SUCH STATEMENT AND CERTIFICATE, TOGETHER WITH A CERTIFIED COPY OF THIS ORDINANCE AND PROOFS OF PUBLICATION, WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT AND TO PAY ANY NECESSARY FILING FEES; AUTHORIZING AND DIRECTING THE MANNER OF APPROVAL, AND THE EXECUTION AND DELIVERY, OF THE GUARANTY AGREEMENT BY THE COUNTY; STATING THE MAXIMUM ANNUAL AMOUNTS OF PRINCIPAL AND INTEREST TO BE PAID UNDER THE GUARANTY AGREEMENT, COVENANTING THE PAYMENT THEREOF AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE COUNTY THEREFOR; UNDERTAKING TO PROVIDE CERTAIN CONTINUING DISCLOSURES, IF NECESSARY; AUTHORIZING THE OFFICIALS OF THE COUNTY TO TAKE OTHER APPROPRIATE ACTION; REPEALING ALL ORDINANCES INCONSISTENT HERewith AND STATING THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Erie County Convention Center Authority (the "Authority") an authority created and existing under the provisions of the Third Class County Convention Center Authority Act (Alternative Provision), 16 Pa. Stat. Ann. §2399.51, et seq., as amended (the "Act") desires to (i) acquire real estate and construct a limited service convention center hotel thereon (such real estate and hotel are hereinafter together referred to as the "Hotel"); and (ii) construct a parking garage (the "Parking Garage") nearby to the Hotel (the Hotel and the Parking Garage are hereinafter referred to as the "Facility"), which Facility is to be located immediately adjacent to the Authority's Bayfront Convention Center in Erie, Pennsylvania; and

WHEREAS, the Authority has presented extensive evidence to Erie County (the "County") that, and the County hereby finds that, the construction and operation of the Facility will (i) substantially increase tourism and economic activity in the County, (ii) substantially increase the demand for hotel rooms over and above the existing hotel capacity in Erie County; (iii) substantially benefit the lodging and hospitality industry throughout Erie County as a whole; (iv) be fully consistent with the legislative findings set forth in Section 2399.52(a) of the Act; and (v) substantially accomplish and further the legislative policy set forth in Section 2399.52(b) of the Act; and

WHEREAS, the Authority has received written notification from the Secretary of the Office of the Budget of the Commonwealth of Pennsylvania (the "Secretary") that the Commonwealth has authorized the release of \$25,000,000 in Redevelopment Assistance Capital Program funding (the "RACP Funding") for use by the Authority in connection with the funding of certain costs of the Facility; and

WHEREAS, the Secretary has notified the Authority that the Commonwealth has allocated \$5,000,000 of the RACP Funding to its 2013 funding round and will further allocate \$5,000,000 to future funding rounds until the full amount of the RACP Funding has been fully allocated pursuant to a grant agreement to be executed between the Authority and the Commonwealth (the "Grant Agreement"); and

WHEREAS, the Authority has determined to issue bonds and/or notes in the maximum aggregate principal amount of \$60,000,000 (such bonds and notes, collectively, the "2014 Bonds"), to undertake a project (the "Project") consisting of (i) the acquisition, design, construction, equipping and furnishing of the Facility, (ii) the establishment of necessary reserves and other funds for the benefit of the 2014 Bonds and the Facility, and (iii) the payment of necessary and proper costs of issuance and costs of sale of the 2014 Bonds; and

WHEREAS, in order to secure the payment of the principal of, and interest on, the 2014 Bonds the Authority shall assign and pledge to its lender, or to a trustee appointed for the benefit of owners of the 2014 Bonds, all revenues, rentals and moneys of the Authority derived from or in connection with the Facility (the "Facility Revenues"); and

WHEREAS, to further secure the payment of the 2014 Bonds, the Authority shall assign and pledge to its lender, or to a trustee appointed for the benefit of owners of the 2014 Bonds, the full amount of the RACP Funding; and

WHEREAS, to further secure payment of the 2014 Bonds, the County will execute and deliver its guaranty agreement (the "Guaranty Agreement") whereby the County will unconditionally guarantee the payment, as and when due, of the principal of and interest on the 2014 Bonds and pledge its full faith, credit and taxing power to discharge all of its obligations under the Guaranty Agreement; and

WHEREAS, the execution of the Guaranty Agreement will constitute the incurrence of lease rental debt by the County within the meaning of the Pennsylvania Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 et seq., as amended (the "Debt Act");

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF THE COUNTY OF ERIE, PENNSYLVANIA (THE "GOVERNING BODY"), AS FOLLOWS:

Section 1. Approval of Project and Financing Thereof; Realistic Estimated Useful Life of Project; Estimated Project Completion Date. The County hereby approves the Project, as described above, and the financing thereof. The realistic estimated useful life of the Project is hereby determined to be in excess of 40 years. The estimated completion date for the Project is ~~December 31, 2015~~ July 1, 2016. The County has obtained realistic cost estimates from professionals hired by the Authority and the estimated costs of the Project have been reviewed by the County.

Section 2. 2014 Bonds Secured by Guaranty Agreement; Incurrence of Lease Rental Debt. The maximum aggregate principal amount of the 2014 Bonds to be secured by the Guaranty Agreement is \$60,000,000. The Governing Body hereby authorizes and directs the incurring of lease rental debt of the County, pursuant to the Debt Act, in the maximum aggregate principal amount of \$60,000,000, plus debt service on such principal amount, to be evidenced by the Guaranty Agreement.

Section 3. Debt Statement and Borrowing Base Certificate. The County Executive or the Finance Director of the County (or other authorized officers or officials of the County) are hereby authorized and directed to prepare and verify the debt statement required by Section 8110 of the Debt Act and to prepare or cause to be prepared a borrowing base certificate and the Finance Director or the County Clerk of the County is hereby authorized and directed to certify to the Pennsylvania Department of Community and Economic Development a transcript of the proceedings as required by Section 8111 of the Debt Act, and to pay any filing fees required under Section 8203 of the Debt Act.

Section 4. Annual Amounts Payable Under Guaranty Agreement; Covenant to Pay Such Amounts. The maximum annual amounts of principal and interest covenanted to be paid by the County under the Guaranty Agreement are as set forth in *Schedule I* attached hereto and made a part hereof. The final amounts of principal and interest payable by the County under the Guaranty Agreement will be determined and fixed by the County after the Authority has finalized the terms of a proposal for the purchase of bonds or notes, which may be issued in one or more series. For this purpose, the Chair of the Governing Body (or the Chair of the Finance Committee of the Governing Body acting in the absence or incapacity of the Chair of the Governing Body) is hereby authorized and directed to fix the final amounts of principal and

interest payable under the Guaranty Agreement. The County hereby covenants with the Authority's lender, and/or with owners of the 2014 Bonds, that the County shall (i) include the amounts payable in respect of the debt under the Guaranty Agreement for each fiscal year in which such sums are payable in its budget for each such year, (ii) appropriate such amounts from its general revenues, for the payment of the amounts payable in respect of its Guaranty Agreement, and (iii) duly and punctually pay, or cause to be paid from such revenues, to the extent of its obligations under the Guaranty Agreement, the amounts payable in respect of its debt under the Guaranty Agreement, at the dates and places and in the manner stated in the Guaranty Agreement according to the true intent and meaning thereof. For such budgeting, appropriation and payment in respect of its debt under the Guaranty Agreement, the County pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable; subject, however, as to the enforceability of remedies, to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally. Nothing in this Section shall be construed to give the County any taxing power not granted by another provision of law.

Section 5. Conditions of the County. The following are conditions precedent to the County's obligation to execute and deliver the Guaranty Agreement:

A. The Guaranty Agreement and all related documents to be executed by and on behalf of the County (collectively, the "County Documents") shall be in form and substance acceptable to the Chair of the Governing Body (or the Chair of the Finance Committee of the Governing Body acting in the absence or incapacity of the Chair of the Governing Body).

B. All documents evidencing the financing of the 2014 Bonds (the "Bond Documents") shall be in form and substance acceptable to the Chair of the Governing Body (or the Chair of the Finance Committee of the Governing Body acting in the absence or incapacity of the Chair of the Governing Body).

C. The County Documents and the Bond Documents, as appropriate, shall include provisions (i) requiring a notice to the County prior to September 1 of any year in which the Authority anticipates a debt service deficit to occur in the next calendar year; (ii) requiring an annual submission to the County, prior to the adoption of the County's annual budget, of projected Project cash flows for the ensuing calendar year; (iii) requiring the approval of the County with respect to any future borrowings of the Authority relating to the Project; (iv) allowing the County to monitor the monthly operations of the Project; (v) requiring notification to the County in the event that the Authority anticipates potential cost overruns related to the Project; (vi) requiring quarterly meetings between representatives of the County and the Authority to review the progress of the Project; (vii) requiring utilization of a project labor agreement for the Project acceptable to the County; (viii) requiring the Authority to submit its annual budget and audit report to the County each year for review by the Governing Body; (ix) requiring that the Facility Revenues only be utilized in connection with the Project; (x) requiring the Authority to assume the defense of, and indemnify the County against, any expenses relating to any litigation which may be commenced against the County arising out of the County's execution of the County Documents and the performance of the County's obligations thereunder; and (xi) providing such other protections as the County shall require.

D. All documents evidencing the RACP Funding, including but not limited to the Grant Agreement, shall be in form and substance acceptable to the Chair of the Governing Body (or the Chair of the Finance Committee of the Governing Body acting in the absence or incapacity of the Chair of the Governing Body), and such officer shall have received satisfactory assurances that the full amount of the RACP Funding shall be available to fund the Project.

Section 6. Execution of the County Documents. The County Executive (or the Finance Director acting by reason of the County Executive's absence or incapacity) is hereby authorized and directed, upon receipt of approval from the Pennsylvania Department of Community and Economic Development, to execute and deliver the County Documents, in the form finally approved by the Chair of the Governing Body (or the Chair of the Finance Committee of the Governing Body acting in the absence or incapacity of the Chair of the Governing Body), the execution of the County Documents to be conclusive evidence of such approval, and the County Clerk of the County is hereby authorized and directed to affix thereto the corporate seal of the County, to attest the same and to deliver the County Documents to their intended recipients.

Section 7. Final Official Statement. If necessary, the County Executive (or the Finance Director acting by reason of the County Executive's absence or incapacity) is hereby authorized to determine that, in accordance with Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Authority's Preliminary Official Statement, if any, in respect of the 2014 Bonds is an official statement deemed final as of its date by the County.

Section 8. Continuing Disclosures. If necessary, at or prior to settlement of the 2014 Bonds, the County shall enter into a Continuing Disclosure Agreement or Certificate meeting the requirements of Rule 15c2-12(d)(2) of the Securities and Exchange Commission, in the manner and of the form described in the aforementioned Preliminary Official Statement. The County Executive (or the Finance Director acting by reason of the County Executive's absence or incapacity) is hereby authorized to execute said Continuing Disclosure Agreement or Certificate in the name of and on behalf of the County upon approval of the form thereof by the County Solicitor, such approval to be conclusively evidenced by such execution, and to execute and deliver to the purchaser of the 2014 Bonds the certificate of the County; and the County hereby covenants with the holders and beneficial owners from time to time of the 2014 Bonds to faithfully and timely perform its obligations under said Continuing Disclosure Agreement or Certificate.

Section 9. Legislative Findings. The recitals to this Ordinance are hereby incorporated by reference as if fully set forth herein, and shall constitute the legislative findings of the County.

Section 8-10. Incidental Actions. The County Executive (or the Finance Director acting by reason of the County Executive's absence or incapacity) is hereby authorized, directed and empowered on behalf of the County to execute any and all papers and documents and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the provisions of this Ordinance.

Section ~~9-11~~, Repealer. All ordinances or parts of ordinances inconsistent herewith be and the same hereby are repealed.

Section ~~10-12~~, Effective Date. This Ordinance will become effective on the earliest date permitted by the Debt Act.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Duly adopted by the County Council of the County of Erie, in lawful session assembled, on  
February 11, 2014.

[SEAL]

COUNTY COUNCIL OF THE COUNTY OF  
ERIE, PENNSYLVANIA

By \_\_\_\_\_  
Dr. Kyle W. Foust, Chair

Attest:

\_\_\_\_\_  
Fiore Leone, Vice Chair

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Phil Fatica

\_\_\_\_\_  
Carol J. Loll

\_\_\_\_\_  
Edward T. DiMattio

\_\_\_\_\_  
Jay Breneman

\_\_\_\_\_  
Andre R. Horton

Approved by:

\_\_\_\_\_  
County Executive

## SCHEDULE I

### MAXIMUM ANNUAL AMOUNTS PAYABLE UNDER GUARANTY AGREEMENT

Fiscal Year	Grant Anticipation Bonds <sup>1</sup>			Hotel and Parking Bonds <sup>2</sup>			Aggregate
	Principal or Mandatory		Total	Principal or Mandatory		Total	Total Debt Service
	Sinking Fund Redemption	Interest		Sinking Fund Redemption	Interest		
2015	3,915,000.00	1,081,750.00	4,996,750.00	=	5,754,750.00	5,754,750.00	10,751.50
2016	4,110,000.00	886,000.00	4,996,000.00	=	5,754,750.00	5,754,750.00	10,750.75
2017	4,315,000.00	680,500.00	4,995,500.00	=	5,754,750.00	5,754,750.00	10,750.25
2018	4,535,000.00	464,750.00	4,999,750.00	=	5,754,750.00	5,754,750.00	10,754.50
2019	4,760,000.00	238,000.00	4,998,000.00	=	5,754,750.00	5,754,750.00	10,752.75
2020	"	"	"	180,000.00	5,754,750.00	5,934,750.00	5,934.750
2021	"	"	"	210,000.00	5,727,750.00	5,937,750.00	5,937.750
2022	"	"	"	240,000.00	5,696,250.00	5,936,250.00	5,936.250
2023	"	"	"	275,000.00	5,660,250.00	5,935,250.00	5,935.250
2024	"	"	"	315,000.00	5,619,000.00	5,934,000.00	5,934.000
2025	"	"	"	365,000.00	5,571,750.00	5,936,750.00	5,936.750
2026	"	"	"	415,000.00	5,517,000.00	5,932,000.00	5,932.000
2027	"	"	"	480,000.00	5,454,750.00	5,934,750.00	5,934.750
2028	"	"	"	550,000.00	5,382,750.00	5,932,750.00	5,932.750
2029	"	"	"	635,000.00	5,300,250.00	5,935,250.00	5,935.250
2030	"	"	"	730,000.00	5,205,000.00	5,935,000.00	5,935.000
2031	"	"	"	840,000.00	5,095,500.00	5,935,500.00	5,935.500
2032	"	"	"	965,000.00	4,969,500.00	5,934,500.00	5,934.500
2033	"	"	"	1,110,000.00	4,824,750.00	5,934,750.00	5,934.750
2034	"	"	"	1,275,000.00	4,658,250.00	5,933,250.00	5,933.250
2035	"	"	"	1,465,000.00	4,467,000.00	5,932,000.00	5,932.000
2036	"	"	"	1,685,000.00	4,247,250.00	5,932,250.00	5,932.250
2037	"	"	"	1,940,000.00	3,994,500.00	5,934,500.00	5,934.500
2038	"	"	"	2,230,000.00	3,703,500.00	5,933,500.00	5,933.500
2039	"	"	"	2,565,000.00	3,369,000.00	5,934,000.00	5,934.000
2040	"	"	"	2,950,000.00	2,984,250.00	5,934,250.00	5,934.250
2041	"	"	"	3,395,000.00	2,541,750.00	5,936,750.00	5,936.750
2042	"	"	"	3,905,000.00	2,032,500.00	5,937,500.00	5,937.500
2043	"	"	"	4,485,000.00	1,446,750.00	5,931,750.00	5,931.750
2044	"	"	"	5,160,000.00	774,000.00	5,934,000.00	5,934.000

<sup>1</sup>Assumed 5.00% interest rate.

<sup>2</sup>Assumed 15.00% interest rate.

**CERTIFICATE**

I, the undersigned, County Clerk of the County of Erie, Pennsylvania hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted by the affirmative vote of a majority of all the members of the County Council thereof at a meeting held on the date of the execution thereof; that due notice of such meeting was given and the meeting was at all times open to the public; that such Ordinance was duly recorded; that this Ordinance is still in full force and effect as of the date hereof; that the vote upon said Ordinance was called and duly recorded upon the minutes of the County Council; and that the members of the County Council voted in the manner following:

	Yes	No	Abstain	Absent
Dr. Kyle W. Foust	_____	_____	_____	_____
Fiore Leone	_____	_____	_____	_____
Phil Fatica	_____	_____	_____	_____
Carol J. Loll	_____	_____	_____	_____
Edward T. DiMatteo	_____	_____	_____	_____
Jay Breneman	_____	_____	_____	_____
Andre R. Horton	_____	_____	_____	_____

WITNESS my hand and seal of the County Council of the County of Erie this 11th day of February, 2014.

COUNTY OF ERIE

[SEAL]

By \_\_\_\_\_  
County Clerk

//



COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE  
HARRISBURG

CHARLES B. ZOGBY  
SECRETARY  
OFFICE OF THE BUDGET

September 5, 2013

Mr. John A. Wells, Executive Director  
Erie County Convention Center Authority  
809 French St.  
Erie, PA 16501

Dear Mr. Wells:

Governor Corbett has authorized the release of \$25,000,000 in Redevelopment Assistance Capital Program (RACP) funding for the Bayfront Place Hotel project in Erie County. This project is eligible to receive funding via legislative authorization in the Capital Budget Project Itemization Act of 2002-131. Please note that the Commonwealth has allocated \$5,000,000 in RACP funding to its 2013/1 funding round and will further allocate \$5,000,000 per future RACP funding rounds until the full amount released herein is fully allocated. Please also note that the Commonwealth will accept an RACP application for the full amount released herein and upon its review of the RACP application, the Commonwealth will draft and execute a grant agreement for the full amount released herein.

This correspondence shall serve as written notification authorizing the preparation and submission to the Office of the Budget of a formal and complete Redevelopment Assistance application for the aforementioned project. The Application Materials Handbook contains the necessary forms and instructions for the preparation of the application. An original hard-copy application and two flash drives or two compact disk copies of the application should be submitted along with a Resolution from the eligible applicant authorizing the submission of the application for Redevelopment Assistance Capital Grant funding. The Resolution should also state the project name and grant amount being requested. This information is to be included in Tab 18 of the application.

As you are aware, RACP funding is intended to provide much needed economic stimulus to the Pennsylvania economy and it is intended to assist in the immediate creation of quality, family-sustaining jobs for Pennsylvanians. In completing the application for the RACP grant, please include sufficient information and documentation indicating this project's estimated economic impact and the potential for job creation. This information is to be included in Tab 3 of the application and this information should be consistent with that which was supplied as part of your business plan submission.

As one of the selected recipients of the limited amount of RACP funding available, your organization now has the significant responsibility of ensuring that these funds are utilized for economic development in a timely manner. Therefore, it will be the policy of this Administration to require that all recipients of RACP funding MUST submit their application within 6 months of the date of this letter. Failure to submit the required RACP application within this timeframe may lead to the termination of any commitment of funding contained herein. It is important to note, however, that according to existing law, applicants must be able to

12

Mr. John A. Wells  
September 5, 2013  
Page 2

demonstrate that at least 50% of the required non-state funds necessary to complete the project are secured at the time of the application. Failure to document the 50% non-state funds will preclude the Office of the Budget from accepting the application and drafting a grant agreement. Once the grant agreement is fully executed for the RACP funding your organization will then have a maximum of six months to meet the terms and conditions of the grant agreement and begin construction of the aforementioned project. Failure to begin construction of the project within six months of the final execution of the grant agreement may lead to the termination of the funding commitment.

Whereas this project has now been authorized to receive RACP funding, you should know that the grant agreement you will execute requires the payment of prevailing wage rates as a condition of the contract. Questions about these rates and how they may affect your project's construction contracts should be directed to the Bureau of Labor Law Compliance, Department of Labor and Industry at 717-787-4671. Failure to comply with these requirements may result in the loss of this funding and return of any funds already provided to your project by the Commonwealth.

Your assistance in this matter is greatly appreciated and the Commonwealth of Pennsylvania looks forward to working with you for the successful completion of this project. Should you have any questions regarding this commitment or preparation of application materials, please contact Elias Joseph at 717-783-3086. A copy of the Application Materials Handbook and additional information is available via the Office of the Budget's RACP Web site, <http://www.budget.state.pa.us>.

When application materials are completed, please forward to the following address:

Elias Joseph, Assistant Director  
Bureau of Revenue, Cash Flow and Debt  
Office of the Budget  
7th Floor, Verizon Tower  
303 Walnut Street  
Harrisburg, PA 17101-1808

Sincerely,



Charles B. Zogby  
Secretary of the Budget

cc: Leslie Gromis Baker (Chief of Staff)  
Kathy Bruder (Governor's Office)  
Katie True (Governor's Office)  
Elias Joseph (Office of the Budget)  
William Harbeson (Office of the Budget)  
Jim Legates (Office of the Budget)  
House Appropriations Committee Chairman (R)  
House Appropriations Committee Chairman (D)  
Senate Appropriations Committee Chairman (R)  
Senate Appropriations Committee Chairman (D)  
Speaker of the House of Representatives

**ORDINANCE NUMBER 16, 2014**

**2014 Capital Project Fund Supplemental Appropriation Of \$180,000 And  
Creation of Line Item For Sale Of Vacant Land Near County Public Safety Building**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B (1), 3B 2 (b) and Article VIII, Section 8 of the Erie County Home Rule Charter, and certified by the County Executive that this 2014 Capital Project Fund Budget supplemental appropriation of \$180,000 and creation of line item for sale of vacant land near County Public Safety Building are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Kyle Foust, Chairman

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

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

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

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**Exhibit A  
 2014 Capital Projects Fund  
 Supplemental Appropriation of \$4,000  
 and Creation of New Line Items for  
 Sale of Vacant Land at Public Safety  
 Building Site**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Appropriation to Fund Balance	080-080010-099500	176,000
Sale of Land	080-080010-098630*	(180,000)
Total Revenue		<u>(4,000)</u>
<u>Total Expenditures</u>		
Professional Fees	080-080010-002520*	4,000
Total Expenditures		<u>4,000</u>



# COUNTY OF ERIE

## OFFICE OF ADMINISTRATION

---

**KATHY DAHLKEMPER**  
COUNTY EXECUTIVE

**LUIGI PASQUALE**  
MANAGER OF PROCUREMENT

E-MAIL [lpasquale@eriecountygov.org](mailto:lpasquale@eriecountygov.org)  
[www.eriecountygov.org](http://www.eriecountygov.org)

To: Kathy Dahlkemper, County Executive  
County Council Members

From: Luigi Pasquale

Date: January 15, 2014

Subject: Rationale for Sale of Vacant Public Safety Property

In June of 2006, the County purchased 20 acres of land at a cost of \$275,000 or \$13,750 per acre for the Public Safety Building. Last year, the State Police approached County officials and requested that the County sell them 10 acres of vacant land at the site. The State Police want the property to construct a new barracks, crime center and motor pool. They are also considering renting space on the County's tower. At that time the state agreed to get an appraisal of the property and get back to the County once their project was approved.

Erie Appraisal Associates Inc. appraised the 10 acres of land on Pagan Road at a value of \$180,000 or \$18,000 per acre. The appraisal was reviewed by the Director of the Assessment Department and he has reported that the appraisal is accurate.

The estimated cost of construction is \$10,750,000. The state is currently in the process of bidding out the architectural services for the project. They have offered to purchase the property for the appraisal price of \$180,000 and have drawn up an agreement of sale which will be reviewed by the County Solicitor before the January 23<sup>rd</sup> Finance Committee Meeting.

The Administration is requesting that County Council waive the Purchasing Code, and sell the property to the State Police for \$180,000.

**ORDINANCE NUMBER 17, 2014**

**2014 Children & Youth Services Fund Budget Revised Expenditures Of \$18,000 And  
Creation Of Catholic Charities Greenburg Court Ordered Placement Line**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), and 3B 2 (f) of the Erie County Home Rule Charter, that these 2014 Children & Youth Services Fund Budget revised expenditures of \$18,000, and the creation of Catholic Charities Greenburg Court ordered placement line are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Kyle Foust, Chairman

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

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

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

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

<b>Exhibit A</b> <b>2014 Children &amp; Youth Services Fund Budget</b> <b>Revised Expenditures for the Creation of</b> <b>Expense Line Item due to Court Ordered</b> <b>Placement</b>
---

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Expenditures</u>		
Catholic Charities Greensburg	046-099000-706723*	18,000
New Beginnings at Cove Forge	047-099000-700617	(18,000)
Total Expenditures		<u><u>0</u></u>

\* Denotes creation of new line item.

To: Kathy Dahlkemper, County Executive  
County Council Members

From: Mary Ann Daniels

Date: January 16, 2014,

Subject: Rationale for Creation of Budget Lines

The attached Exhibit A reflects a line item creation to the 2014 Children and Youth Fund budget.

This line item needs to be created due to court ordered placements of children into a facility that were not used during the creation of the budget. Budget transfers will be used to transfer funds for these newly created line items.

This is a common occurrence with the Children and Youth Fund budget. Court ordered placements of children often occur to facilities that have never been used, thus requiring a new line item. Budget transfers from existing placement expense lines that are either being underutilized or not used this year will fund this new placement expenses.

There is **0.00** increase or decrease in County funds projected at this time.

If you have any questions, please contact me at your convenience.

COUNTY COUNCIL  
COUNTY OF ERIE, PENNSYLVANIA  
ORDINANCE NO. \_\_\_ - 2014

AN ORDINANCE OF THE COUNTY OF ERIE, PENNSYLVANIA (THE "COUNTY") AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF A GUARANTY AGREEMENT FOR THE BENEFIT OF PLEASANT RIDGE MANOR ("PLEASANT RIDGE") AND COMPLIANCE WITH THE PROVISIONS THEREOF AND INCURRING NONELECTORAL DEBT THEREBY; APPROVING A \$700,000 LETTER OF CREDIT AGREEMENT FROM PLEASANT RIDGE TO PNC BANK, NATIONAL ASSOCIATION; DIRECTING THE PROPER OFFICERS OF THE COUNTY TO TAKE NECESSARY ACTIONS; AND REPEALING ALL INCONSISTENT ORDINANCES.

WHEREAS, effective as of May 17, 1976, the County of Erie ("County") duly provided for the incorporation of the Erie County Geriatric Center, now known as Pleasant Ridge Manor ("Pleasant Ridge"), as a Pennsylvania nonprofit corporation, empowered to provide on behalf of the County on a public, nonsectarian, charitable basis, health and hospital care to indigent persons within the County who require such care because of physical infirmity, the assets of which entity, upon its dissolution, shall be paid and distributed to the County; and

WHEREAS, Pleasant Ridge desires to obtain a letter of credit in the principal amount of \$700,000 from PNC Bank, National Association (the "Bank") in favor of the Commonwealth of Pennsylvania Department of Labor and Industry in order to support Pleasant Ridge's self-insured workers compensation program (the "Project"); and

WHEREAS, Pleasant Ridge's obligation to reimburse the Bank for drafts on the Letter of Credit will be memorialized through the execution and delivery of a reimbursement agreement and/or loan agreement (the "Agreement") in favor of the Bank; and

WHEREAS, to achieve lower insurance costs and considerable savings thereby to Pleasant Ridge and to the citizens of the County, the County Council has determined to enact this Ordinance and to thereby approve the guaranty of the Agreement as a general obligation of the County for which the County pledges its full faith, credit and general taxing power; and

WHEREAS, this Ordinance is enacted in accordance with the provisions of the Act of December 19, 1996, No. 177, the Local Government Unit Debt Act (the "Act"); and

WHEREAS, there has been presented to this meeting a form of the Guaranty Agreement (the "Guaranty Agreement") whereby the County will guarantee payment of the amounts due under the Agreement as a general obligation of the County for which the County pledges its full faith, credit and general taxing power.

NOW, THEREFORE, the County Council of the County of Erie, Pennsylvania hereby ordains that:

1. The Project is hereby approved.

2. The aggregate principal amount of indebtedness to be incurred by Pleasant Ridge and guaranteed by the County pursuant to the provisions of the Guaranty Agreement is \$700,000. The terms of the Agreement, including the amount, interest rate, maturity dates, and provisions for payment, are hereby approved. The schedule of maximum lease rental payments attached hereto as Exhibit A is hereby approved.

3. The debt to be incurred hereby is nonelectoral debt. The source of any payment under the Guaranty Agreement will be the general revenues of the County.

4. The County Clerk is hereby authorized and directed to certify and file with the Department of Community and Economic Development a complete and accurate copy of the proceedings taken in connection with the increase of debt authorized hereunder. The County Executive, Chair or Vice Chair of County Council and County Clerk are authorized and directed to execute and deliver the Guaranty Agreement and to take other necessary action for the purposes set forth herein.

5. The County Executive and County Clerk are hereby authorized and directed to prepare, verify, execute and file the Debt Statement required by the Act and to take all necessary action to comply with the provisions of the Act, including specifically the authority to prepare and file, as it shall become necessary or required, both originally and annually thereafter, such statements under the Act as are necessary to qualify all or any portion of the authorized to be incurred as excluded from any debt limit, either as self-liquidating debt or as subsidized debt or both.

6. The County does hereby guarantee payment of the amounts due under the Agreement, which obligation hereby created is a general obligation of the County and the County hereby authorizes the incurrence of nonelectoral debt thereby. The County covenants with the registered owners of the Agreement that the County shall include the amount of the debt service as set forth in the attached schedule and the amounts payable in respect of its guaranty for each fiscal year in which such sums are payable in its budget for that year, shall appropriate such amounts to the payment of such debt service, and shall duly and punctually pay or cause to be paid from general revenues the principal of the Agreement and the interest thereon at the dates and places and in the manner stated in the Agreement, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the County pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable.

7. The existing net nonelectoral debt of the County as determined under the provisions of the Act, including the debt to be incurred hereby, does not in the aggregate exceed the limitations of the Constitution or of the Act.

8. The proper officers of the County are hereby authorized and directed to execute any and all papers and to do and cause to be done any and all acts and things necessary and proper for the purpose of carrying out the provisions of this Ordinance and the covenants of the County as contained in the Guaranty Agreement.

9. There is hereby directed to be established a Sinking Fund with PNC Bank, National Association, for the deposit of the amounts necessary to be paid by the County pursuant to the Guaranty Agreement.

10. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

11. This Ordinance shall become valid and effective as provided in the Act.

ATTEST:

COUNTY COUNCIL OF THE COUNTY OF  
ERIE, PENNSYLVANIA

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Phil Fatica, Chairman

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

\_\_\_\_\_  
Fiore Leone, Vice Chairman

APPROVED BY:

\_\_\_\_\_  
Jay Breneman

\_\_\_\_\_  
Kathy Dahlkemper  
County Executive

\_\_\_\_\_  
Edward T. DiMattio, Jr.

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

\_\_\_\_\_  
Kyle W. Foust

\_\_\_\_\_  
Andre R. Horton

\_\_\_\_\_  
Carol J. Loll

# 1449787.v1

CERTIFICATE

I, Douglas R. Smith, County Clerk of the County of Erie, Pennsylvania, do hereby certify the foregoing to be a true and correct copy of a certain Ordinance duly adopted by the County Council of the County of Erie, Pennsylvania at a regular meeting thereof duly held on the \_\_\_\_ day of February, 2014.

Witness my hand and the seal of the County of Erie, Pennsylvania, hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 2014.

---

Douglas R. Smith

# 1449787.v1

EXHIBIT A

Principal: \$700,000.00, or such lesser amount as may be due to the Bank as reimbursement for amounts drafted under Letter of Credit, payable on demand.

Interest: PNC Bank Prime plus 3%, at maximum rate not to exceed 18% per annum, if reimbursement is not made on demand.

GUARANTY (LEASE RENTAL) AMORTIZATION SCHEDULE

<u>Date</u>	<u>Principal</u>	<u>Interest</u> <sup>3</sup>	<u>Total</u>
April 30, 2014 <sup>1</sup>	\$700,000.00	0	\$700,000.00
April 30, 2015 <sup>2</sup>	\$700,000.00	126,000.00	\$826,000.00

*NOTE: As this relates to a standby letter of credit facility, there is no set amortization. This schedule illustrates the range of exposure in the event of an immediate drawdown with immediate repayment, or no repayment until stated maturity (expiration) date.*

- <sup>1</sup> If Letter of Credit is drafted in full on earliest possible date (April 30, 2014) and payment under Guaranty is made immediately.
- <sup>2</sup> If Letter of Credit is drafted in full on earliest possible date (April 30, 2014) and interest accrues until maturity (expiration) date, April 30, 2015 (maximum amount due).
- <sup>3</sup> At 18% per annum; interest will accrue at PNC Bank Prime plus 3%, not to exceed 18% per annum.

# 1449787.v1

**GUARANTY AGREEMENT**  
(**\$700,000 Letter of Credit**)

Dated as of April 30, 2014  
By, Between and Among

**PLEASANT RIDGE MANOR,**

**COUNTY OF ERIE,**

**AND**

**PNC BANK, NATIONAL ASSOCIATION, as Lender**

THIS GUARANTY AGREEMENT dated as of April 30, 2014, by, between and among **PLEASANT RIDGE MANOR** (the "Borrower"), **COUNTY OF ERIE**, a county of the third class organized pursuant to the provision of the Act of August 9, 1955, P.L. 323 §101, as amended (the "Guarantor"), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association (the "Lender").

WHEREAS, the Borrower is a non-profit corporation organized under and pursuant to the laws of the Commonwealth of Pennsylvania;

WHEREAS, the Guarantor is authorized by law to guarantee the payment of obligations of the Borrower and other municipal corporations when appropriate and in the best interest of serving the health, safety and welfare of its citizens; and

WHEREAS, the Borrower deems it necessary to obtain a letter of credit in the principal amount of \$700,000.00 in support of its self-insured workers compensation program (the "Letter of Credit") and to that end has entered into a reimbursement and a loan or letter agreement with the Lender (collectively, the "Agreement"); and

WHEREAS, as a condition precedent to the issuance of the Letter of Credit, the Lender has required a guaranty by the Guarantor of the payment of amounts due under the Agreement, and

WHEREAS, the Guarantor desires to guarantee the Borrower's reimbursement and other obligations under the Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the foregoing and intending to be legally bound, do hereby covenant and agree as follows:

1. Certain Definitions. Unless the context clearly indicates otherwise, the following terms, for all purposes of this Guaranty, have the meanings hereby ascribed to them. Moreover, such terms shall be read and understood in a manner consistent with the provisions of the Debt Act as generally interpreted by courts maintaining competent jurisdiction. Words or phrases importing the masculine gender shall be read and understood to include the feminine and neuter genders and those importing number shall include singular or plural, both as appropriate to the context. The word "person", in addition to natural persons, shall mean and include corporations, associations and public bodies and their successors unless the context shall indicate otherwise.

"Debt Act" shall mean the Local Government Unit Debt Act, codified by the Act of December 19, 1996, P.L. 1158, No. 177.

"Debt Ordinance" shall mean the formal action taken by the Guarantor according to the requirements of the Debt Act in order to authorize and incur the indebtedness represented by the Guaranty, in respect of the Agreement.

“Guaranty” shall mean this Guaranty Agreement dated as of April 30, 2014, by, between and among the Borrower, the Guarantor and the Lender.

2. Representations and Warranties.

A. The Borrower represents and warrants that:

(i) The Borrower is a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania;

(ii) The Borrower is authorized by law to execute, deliver and perform its duties under this Guaranty and to apply for the issuance of a letter of credit upon the terms and conditions provided in the Resolution; and the execution and delivery of the Agreement, the Resolution and this Guaranty have each been duly authorized by all necessary action on the part of the Borrower;

(iii) There are no actions, suits or proceedings pending, or, to the best of the Borrower, threatened against or affecting the Borrower before any court or any governmental department or agency which may adversely affect the Borrower or its ability to make or carry out the provisions of this Guaranty, the Resolution, or its ability to repay the amounts due under the Agreement issued thereunder; there are not, to the knowledge of the Borrower, any claims involving the Borrower except immaterial claims arising in the ordinary course of its operations; the Borrower is not a party to any contract or agreement or subject to any charter or other restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to repay the amounts due under the Agreement; and neither the execution and delivery of the Guaranty, the Resolution, the consummation of the transactions contemplated herein or therein, nor compliance with the terms and conditions hereof or thereof or of the Agreement will conflict with or result in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of the Borrower or of any indenture, agreement or other instrument to which the Borrower is a party or by which it is bound; and

B. The Guarantor represents and warrants that:

(i) The Guarantor is a third class county of the Commonwealth of Pennsylvania, organized under and existing pursuant to the provisions of the Act of August 9, 1995, P.L. 323 §101, as amended;

(ii) The Guarantor is authorized by law, including the Debt Act, to execute, deliver and perform its duties under this Guaranty has been duly authorized by all necessary corporate action on the part of the Guarantor;

(iii) The Guarantor will enact and will keep in force an Ordinance which authorizes execution of this Guaranty;

(iv) There are no actions, suits or proceedings pending or, to the knowledge of the Guarantor, threatened, before any court or any governmental department or agency which may adversely affect the Guarantor or its ability to make or carry out the

provisions of this Guaranty; there are not, to the knowledge of the Guarantor, any claims involving the Guarantor except immaterial claims arising in the ordinary course of its operations; the Guarantor is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to satisfy its obligations hereunder; and neither the execution and delivery of this Guaranty, the consummation of the transactions contemplated herein, nor compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions or provisions of any contract, agreement or other instrument to which the Guarantor is a party or by which it is bound.

3. Guaranty. The Guarantor hereby unconditionally guarantees, as a primary obligor, and becomes surety for, the full and prompt payment of all amounts due or that become due under the Agreement, whether principal or interest or otherwise (the "Obligations"), as and when due and payable, as and to the extent that such amounts are not paid as and when due and payable by the Borrower. If the Borrower defaults under the Obligations, the Guarantor will pay the amount due to the Lender.

In furtherance thereof, the Guarantor covenants and agrees with the Lender that if the Borrower fails to pay the principal of or interest on or any other amount due in respect of the Agreement as and when due and payable, the Guarantor shall duly and punctually advance the moneys required, on the dates and at the places and in the manner stated in the Agreement according to the true intent and meaning thereof. The Guarantor further represents and covenants to the Lender that it will promptly pay or cause to be paid \$700,000.00 plus accrued interest and all costs and expenses of Lender incurred in connection with the negotiation, enforcement or collection of amounts due under the Agreement, payable in respect of this Guaranty, for the fiscal year in which such amount shall be payable, in its budget for that year, (b) appropriate such amount from its general revenues, and (c) promptly pay or cause to be paid \$700,000.00 plus accrued interest, as and when due and payable, at the times and places, under the conditions and in the manner prescribed in the Agreement according to the true intent and meaning thereof. For such budgeting, appropriation and full and prompt payment of said amounts, the Guarantor hereby pledges its full faith, credit and taxing power, including unlimited ad valorem taxes to be levied upon all property of the Guarantor taxable for municipal purposes, and other general revenues of the Guarantor available for such purposes. The Guarantor agrees that this covenant is specifically enforceable and intends that it be unlimited as to rate and amount. All payments by the Guarantor will be paid in lawful money of the United States of America.

This is a guaranty of payment and not of collection and the Lender shall not be required, as a condition of the Guarantor's liability, to make any demand upon or pursue any of its rights against the Borrower, or to pursue any rights which may be available to it with respect to any other person who may be liable for the payment of the amounts due under the Agreement.

This is an absolute, unconditional, irrevocable and continuing guaranty and will remain in full force and effect until the Agreement has been indefeasibly paid in full, and the Lender has terminated this Guaranty. This Guaranty will remain in full force and effect even if there is no principal balance outstanding at a particular time or from time to time and no draw has been

made under the Letter of Credit. This Guaranty will not be affected by any surrender, exchanges, acceptance, compromise or release by the Lender of any other party, or any other guaranty or any security held by it under the Agreement, by any failure of the Lender to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for the Agreement, or any guaranty, or by any irregularity, unenforceability or invalidity of the Agreement or any part thereof or any security or other guaranty thereof. The Guarantor's obligations hereunder shall not be affected, modified or impaired by any counterclaim, setoff, deduction or defense based upon any claim the Guarantor may have against the Borrower or the Lender except payment or performance of amounts due under the Agreement.

Notice of acceptance of this Guaranty, notice of advances under the Letter of Credit from time to time, notice of default, diligence, presentment, notice of dishonor, protest, demand for payment, and any defense based upon the Lender's failure to comply with the notice requirements under Sections 9-611 and 9-612 of Uniform Commercial Code as in effect from time to time are hereby waived.

The Lender shall exercise reasonable care and diligence in monitoring the affairs of the Borrower and the performance of its obligations under the Agreement in order to advise the Guarantor, when possible, of any pending default by the Borrower; provided, however, that no such action of the Lender shall be a precondition to performance by the Guarantor of its duties hereunder and each and every notice and demand for payment by the Lender hereunder shall have immediate effect, with no period of notice or anticipation.

The Lender at any time and from time to time, without notice to or the consent of the Guarantor, and without impairing or releasing, discharging or modifying the Guarantor's liabilities hereunder, may (a) change the manner, place, time or terms of payment or performance of or interest rates on, extend the expiration date, or other terms relating to the Letter of Credit or the Obligations; (b) renew, substitute, modify, amend or alter, extend the expiration date, or grant consents or waivers relating to the Letter of Credit or the Obligations, any other guaranties, or any security for the Obligations or guaranties; (c) apply any and all payments by whomever paid or however realized including any proceeds of any collateral, to any obligations of the Borrower in such order, manner and amount as the Lender may determine in its sole discretion; (d) settle, compromise or deal with any other person, including the Borrower, the Guarantor or the beneficiary of the Letter of Credit, with respect to the Letter of Credit or the Obligations in such manner as the Lender deems appropriate in its sole discretion; (e) substitute, exchange or release any security or guaranty; or (f) take such actions and exercise such remedies hereunder as provided herein.

4. Reimbursement. The Borrower covenants and agrees with the Guarantor (and these covenants are specifically enforceable or in lieu thereof may be administered by the Guarantor) that it will not, without the prior written consent of the Guarantor, which consent shall not be unreasonably withheld, (i) make or consent to any alteration including, without limitation, any extension of the time of payment of principal of, or interest under the Agreement; or (ii) fail, neglect or refuse to adjust its rates, or other charges in a manner satisfactory to the interest of its successors or assigns.

In the event that the Guarantor shall make any payments under this Guaranty, the Borrower covenants to repay to the Guarantor on demand from its receipts and revenues, all moneys paid or advanced by the Guarantor pursuant to this Guaranty.

5. Repayments or Recovery from the Lender. If any demand is made at any time upon the Lender for the repayment or recovery of any amount received by it in payment or on account of the Obligations and if the Lender repays all or any part of such amount by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise of any such demand, the Guarantor will be and remain liable hereunder for the amount so repaid or recovered to the same extent as if such amount had never been received originally by the Lender. The provisions of this section will be and remain effective notwithstanding any contrary action which may have been taken by the Guarantor in reliance upon such payment, and any such contrary action so taken will be without prejudice to the Lender's rights hereunder and will be deemed to have been conditioned upon such payment having become final and irrevocable.

6. Enforceability of Obligations. No modification, limitation or discharge of the Obligations arising out of or by virtue of any bankruptcy, reorganization or similar proceeding for relief of debtors under federal or state law will affect, modify, limit or discharge the Guarantor's liability in any manner whatsoever and this Guaranty will remain and continue in full force and effect and will be enforceable against the Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted. The Guarantor waives all rights and benefits which might accrue to it by reason of any such proceeding and will be liable to the full extent hereunder, irrespective of any modification, limitation or discharge of the liability of the Borrower that may result from any such proceeding.

7. Events of Default. The occurrence of any of the following shall be an "Event of Default": (i) any Event of Default (as defined in the Obligations); (ii) any default under the Obligations that does not have a defined set of "Events of Default" and the lapse of any notice or cure period provided in such Obligations with respect to such default; (iii) the Guarantor's failure to perform any of its obligations hereunder; (iv) the falsity, inaccuracy or material breach by the Guarantor of any written warranty, representation or statement made or furnished to the Lender by or on behalf of the Guarantor; or (v) the termination or attempted termination of this Guaranty. Upon the occurrence of any Event of Default, (a) the Guarantor shall pay to the Lender the amount of the Obligations; or (b) on demand of the Lender, the Guarantor shall immediately deposit with the Lender, in U.S. dollars, all amounts due or to become due under the Obligations, and the Lender may at any time use such funds to repay the Obligations; or (c) the Lender in its discretion may exercise with respect to any collateral any one or more of the rights and remedies provided a secured party under the applicable version of the Uniform Commercial Code; or (d) the Lender in its discretion may exercise from time to time any other rights and remedies available to it at law, in equity or otherwise.

8. Costs. To the extent that the Lender incurs any costs or expenses in protecting or enforcing its rights under the Obligations or this Guaranty, including reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses will be due on demand, will be

included in the Obligations and will bear interest from the incurring or payment thereof at the Default Rate (as defined in any of the Obligations).

9. Postponement of Subrogation. Until the Obligations are indefeasibly paid in full, expire, are terminated and are not subject to any right of revocation or rescission, the Guarantor postpones and subordinates in favor of the Lender or its designee (and any assignee or potential assignee) any and all rights which the Guarantor may have to (a) assert any claim whatsoever against the Borrower based on subrogation, exoneration, reimbursement, or indemnity or any right of recourse to security for the Obligations with respect to payments made hereunder, and (b) any realization on any property of the Borrower, including participation in any marshalling of the Borrower's assets.

10. Preservation of Rights. No delay or omission on the Lender's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Lender's action or inaction impair any such right or power. The Lender's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Lender may have under other agreements, at law or in equity. The Lender may proceed in any order against the Borrower, the Guarantor or any other obligor of, or collateral securing, the Obligations.

11. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Borrower or the Guarantor from, any provision of this Guaranty will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrower or the Guarantor will entitle the Borrower or the Guarantor to any other or further notice or demand in the same, similar or other circumstance.

12. Entire Agreement. This Guaranty (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Guarantor and the Lender with respect to the subject matter hereof; provided, however, that this Guaranty is in addition to, and not in substitution for, any other guarantees from the Guarantor to the Lender.

13. Remedies Cumulative; No Waiver. No delay or failure of the Lender in exercising any right, power or privilege hereunder or under the Agreement shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment or discontinuance of the enforcement or such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Lender hereunder and under the Agreement are cumulative and not exclusive of any right or remedies which would otherwise have either under this Guaranty, the Agreement or any provision of law. Any waiver, permit, consent or approval of any kind or character on the part of the Lender of any breach or default under this Guaranty or any such waiver of any provision or condition of this Guaranty must be in writing and shall be effective only to the extent specified. In the event of any action at law or suit in equity in relation to this Guaranty, or the Agreement, the Guarantor, in addition to all other sums which the Guarantor may be required to pay, will pay a reasonable sum for attorney's fees incurred by the Lender in connection with such action or suit.

All representations, warranties, covenants and agreements of the Borrower and the Guarantor contained herein or made in writing in connection herewith shall survive the execution and delivery of this Guaranty and the issuance of the Agreement except as herein otherwise expressly provided.

14. Notices. All notices, statements, requests and demands given to or made upon any party hereto shall be deemed to have been given or made when deposited with the United State Postal Service, first class mail, postage prepaid, addressed as follows:

IF TO THE BORROWER:                      Pleasant Ridge Manor  
8300 West Ridge Road  
Girard, PA 16417

IF TO THE GUARANTOR:                    County of Erie  
140 West Sixth Street  
Erie, PA 16501

IF TO THE LENDER:                        PNC Bank, National Association  
901 State Street  
Erie, PA 16501

15. Counterparts. This Guaranty may be executed in as many counterparts as may be deemed necessary and convenient, each of which shall be regarded for all purposes as an original, but such counterparts shall constitute but one and the same instrument.

16. Binding Effect. This Guaranty shall be binding upon and inure to the benefit of the Lender, the Borrower, the Guarantor and their respective successors and assigns, except that neither the Borrower nor the Guarantor may voluntarily transfer or assign its rights hereunder.

17. Pennsylvania Law. The Guaranty is executed and delivered by the parties hereto with the intention that the laws of the Commonwealth of Pennsylvania shall govern its interpretation, application and enforcement.

IN WITNESS WHEREOF, the parties hereto, by their officer thereunto duly authorized, have executed this Guaranty Agreement as of this 30<sup>th</sup> day of April, 2014.

PLEASANT RIDGE MANOR

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

COUNTY OF ERIE

By: \_\_\_\_\_  
Print Name: Douglas R. Smith  
Title: County Clerk

By: \_\_\_\_\_  
Print Name: Kathy Dahlkemper  
Title: County Executive

By: \_\_\_\_\_  
Print Name: Phil Fatica  
Title: Chairman, County Council

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Print Name: Colleen Gildea  
Title: Vice President

# 1449870.v1

**ORDINANCE NUMBER , 2014**

**\_\_\_\_\_ 2014 Public Safety Fund Budget Supplemental Appropriation Of \$45,000 Pass Through Grant For *PSAP Regional Shared Services Assessment Guidance***

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B 2 (f) and Article VIII, Section 8 of the Erie County Home Rule Charter and certified by the County Executive that this 2014 Public Safety Fund Budget supplemental appropriation of a "pass through" grant for *PSAP Regional Shared Services Assessment Guidance* in the amount of \$45,000, and the creation of line items for that purpose are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Kyle Foust, Chairman

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

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

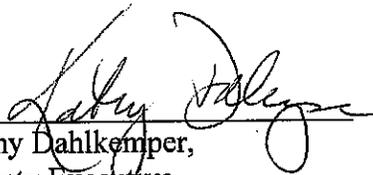
Date: \_\_\_\_\_

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**Certificate of the County Executive**

I, Kathy Dahlkemper, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are grants in the amount of \$45,000 which are available for supplemental appropriation for Pass Thru Grant for PSAP Regional Shared Services Assessment Guidance



Kathy Dahlkemper,  
County Executive

2-4-14

Date

**Exhibit A  
 2014 Public Safety Fund Budget  
 Supplemental Appropriation of \$45,000  
 For Pass Thru Grant for PSAP  
 Regional Shared Services Assessment  
 Guidance**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Pass Thru Grant Revenue	063-012011-050100*	(45,000)
Total Revenue		<u>(45,000)</u>
<u>Total Expenditures</u>		
Pass Thru Grant	063-012011-006050*	45,000
Total Expenditures		<u>45,000</u>

\* Denotes creation of a new line item



**pennsylvania**  
EMERGENCY MANAGEMENT AGENCY

9-1-1 OFFICE

## **PSAP Regional Shared Services Assessment Guidance**

Effective May 10, 2013

# **PSAP Regional Shared Services Assessment Guidance**

## **Purpose**

The 9-1-1 system in Pennsylvania is at a decisive moment in its history. Advances in technology are forcing a fundamental shift in how 9-1-1 services are offered. The historical concept of “stand alone” PSAPs contributes challenges such as duplication without redundancy, excessive capacity, higher costs for replacement, support and sustainability, multiple maintenance and management arrangements and the lack of interoperability. Additionally, an austere fiscal and funding environment has created the need for planning strategic solutions to maximize the expenditures that are made. Total 9-1-1 revenue collected indicates a continuing decline in total funding available for Public Safety Answering Points (PSAPs); these funding limitations have introduced areas for improvement at every level and heightened the importance of sharing 9-1-1 resources to avoid costs and improve capabilities.

In anticipation of statewide implementation of Next Generation 9-1-1 (NG9-1-1) systems and in an effort to streamline PSAP costs, the Pennsylvania Emergency Management Agency (PEMA) has offered funding for PSAPs to undertake Regional Shared Services Assessments with the goal of assessing the feasibility of Emergency Services Internet Protocol-based networks (ESInets) and equipment sharing/regionalization of the PSAPs in a coordinated effort across the Commonwealth. The Regional Shared Services Assessments will clearly show current equipment and network capabilities, initial capital expenditures, the future five (5) years of anticipated capital expenditures, recurring expenditures and anticipated cost savings to be realized for each of the PSAPs within the region. The assessment will include anticipated governance requirements and draft documents to support such a solution as defined within the assessment.

## **Background**

In 1998, Act 17 amended Act 78 of 1990 – Public Safety Emergency Telephone Act. With this amendment the legislation provided definitions for the powers and duties of PEMA (Agency) and the PUC. The Agency was tasked with defining the County Plans, and training and certifications of personnel. Those were issued in August 2000 as Rules and Regulations (4 Pa Code Chapters 120b, 120c, and 120d). These regulations defined and established technical

standards for the County plan, defining the need for a tri-annual submission and review, technical standards and definitions as to what the Commonwealth deemed made up a 9-1-1 Center or Public Safety Answering Position (PSAP). Per the revised Act, the Agency has the authority to set the technical standards for the PSAPs within the Commonwealth. The Agency is currently working to develop a Next Generation 9-1-1 State plan. The Agency's current NG9-1-1 strategy is to implement NG9-1-1 throughout the Commonwealth of Pennsylvania in a consistent, precise manner while maximizing all available resources including:

- ESInet development and implementation
- Utilizing standards based approach
- Implement IP capable PSAP
- Geographic based routing and database integration
- Deploy NG9-1-1 capable applications
- Converge networks and systems to implement system-of-systems regional approach
- Implement "Best Practices" approach to NG9-1-1
- Integrated regional technical specifications based upon NG9-1-1 standards
- Maintain local and regional operational control with enterprise level coordination

The Regional Shared Services Assessment is seen as one of the first steps in this strategy. In addition to moving forward with the implementation of NG9-1-1, there are several benefits to a regionalized approach to ESInet development and equipment sharing, including: enhanced collaboration and increased operational and technical efficiency amount the participants; improved interoperability; greater situational awareness; better disaster recovery and continuity of operations; enhanced fiscal control; and a common network solution.

## GENERAL GUIDANCE

The PSAPs will collectively decide which ones will participate in their respective regions, and submit a combined letter of commitment or individual letters of commitment to PEMA detailing which PSAPs will be participating in the assessment in their respective region. Upon receipt and subsequent approval of the letter of commitment, PEMA will release 50% of the approved funds to each participating PSAP. The PSAPs in each region may self conduct or contract with vendor(s) to complete the assessment adhering to the minimum specifications issued by PEMA.

Once the assessment is complete, each region will forward a copy of the completed assessment report to PEMA. PEMA will review the assessment reports to ensure that the minimum requirements were met. When the report is accepted by PEMA, the remaining 50% of the approved funds will be disbursed to the each participating PSAP. It is expected that the assessment report will be used as the basis for Regional ESInet Planning projects that PEMA has

also made eligible for funding during the Fiscal Year 2013-14 funding cycle. The following steps are to be followed by PSAPs interested in exploring the opportunity to regionalize public safety communications capabilities.

## **LETTER OF COMMITMENT SUBMISSION**

Those PSAPs that wish to participate in a regional shared services assessment must submit a combined letter of commitment or individual letters of commitment to PEMA. The letter(s) of commitment must indicate:

1. which PSAPs will be participating in the regional assessment process, and
2. the PSAP(s) agree(s) to utilize the funding that has been approved for said assessments.

The PSAPs will be responsible for either conducting the assessment themselves or will contract with a vendor to conduct the assessment. The combined letter of commitment must be signed by representatives of all of the participating PSAPs within the given region. The representative that signs the combined letter of commitment or individual letter of commitment must have signatory authority to commit the PSAP to participation in the regional assessment. A sample letter is attached in Appendix A. Any contracts entered into will be the responsibility of the participating PSAPs; PEMA will not contract for services for the assessments. Letters must be addressed as follows:

9-1-1 Office  
Attn: Jonathan C. Hansen, Director  
Pennsylvania Emergency Management Agency  
2605 Interstate Drive  
Harrisburg, PA 17110

## **FUNDING/CONTRACTING**

Funding for the Regional Shared Services Assessments is based on the class of counties involved. 1<sup>st</sup> through 3<sup>rd</sup> Class Counties are allotted \$45,000 per county; 4<sup>th</sup> and 5<sup>th</sup> Class Counties were allotted \$35,000 per county; and 6<sup>th</sup> through 8<sup>th</sup> Class Counties were allotted \$25,000-\$30,000 per county. Upon receipt and subsequent approval of the letter of commitment, PEMA will release 50% of the approved funds to each participating PSAP. The PSAPs in each region may self conduct or contract with vendor(s) to complete the assessment adhering to the minimum specifications outlined in this document. Specifics on the contract and billing will be

the responsibility of the PSAPs and the contractor. If the cost for the regional assessment is less than the amount approved and funded to the participating PSAPs, the excess funds may be reallocated to a project supporting the design, or implementation of the regional ESInet initiative.

## **ASSESSMENT / REPORT**

The assessment and subsequent report generated must include but is not limited to technical, governance, operational and fiscal areas for each of the PSAPs in the participating region. Each of the areas will be a separate section report that becomes a part of the "Regional Shared Services Assessment Findings Report of \_\_\_\_\_ Region." All findings reports are required to be submitted in the exact layout of Appendix B of this guidance, and copies shall be submitted to each participating PSAP and the Agency. Each entity shall receive one (1) printed and one (1) electronic copy in Microsoft Word 2010 (or equivalent) format of each of the documents. All additional information gathered in the process of this assessment shall be provided to the Agency in Microsoft Excel 2010 (or equivalent) format.

Standard (non-optional) findings and section reports are Technological Assessment, Operational Assessment, and Fiscal Assessment.

### ***Technological Assessment***

The Technological Assessment section shall at a minimum include detailed maps of local, county and/or commercial owned fiber and/or microwave assets that can be leveraged into an ESInet solution with the specific PSAPs and EOCs involved; as well as existing PSAP network connections to LECs, EOC and PSAP owned facilities.

The report shall provide additional details that identify the potential shared elements. Furthermore, existing PSAP or County/City owned tower latitude/longitude, current load, known frequencies, tower analysis (if completed within the past 12 months) proposed existing tower latitude/longitude, tower owner, land owner, any existing right of ways, lease terms, current load, known frequencies, tower analysis (if completed within the past 12 months), proposed need-to-be-constructed tower sites, land owner, any existing right of ways, proposed height, and any federal, state, local municipalities impacted shall be identified.

1. The assessment report shall reflect the PSAP and 9-1-1 Application-related bandwidth requirements for the region as well as bandwidth for interconnection to surrounding regions. Current bandwidth available and bandwidth needed must be identified. If using existing equipment, current bandwidth that is in use and an analysis reflecting that sufficient bandwidth

will be available for all conceived services must be reported. These services can include: IP Telephony, CPE, CAD, RMS, CLEAN/NCIC, GIS, Logging/Recording systems, ITS, Emergency Notification systems, etc. A suggested detailed list of applications, anticipated life cycle, manufacturers, software apps and versions, capacity in number of users, etc. should be shown in the report. The use of tables/spreadsheets to support the analysis in the report is strongly encouraged. Geographic Information Systems (GIS) data availability and readiness for regional sharing must be listed/described in the report.

### ***Operational Assessment***

The Operational Assessment section shall at a minimum include detailed call management flow for each of the PSAPs, current staffing plans and proposed staffing changes/enhancements for the answering of calls, ESInet system installation/maintenance, etc. Specific equipment planned on being shared (CPE, CAD, Radio, voice logger, etc.) must be listed. Continuity of Operations – disaster recovery plans, contingency call routing policies must be described. Future plans for the addition of additional shared services, PSAPs, other facilities, etc. must also be described.

### ***Regional Oversight Assessment***

The Regional Oversight Assessment section shall at a minimum include detailed executed or proposed memorandums of understandings for the installation and maintenance of the ESInet and shared systems. Existing fiduciary related models and documents including leases, contracts, purchase agreements, with terms and conditions must be shown. Methods for existing or planned integrated situational awareness with EMA integration are to be described.

Proposed documents, such as an Inter-governmental Agreement to create an oversight board, facility uses, bandwidth uses, equipment purchases/leases are to be included in the report. Future plans for adding additional shared services, PSAPs, other facilities, etc must be described. The assessment report should provide suggested legislative changes/modifications for the effective oversight and operations of proposed regional solutions.

### ***Fiscal Assessment***

The Fiscal Assessment section shall at a minimum include the pricing that each PSAP is currently paying for monthly recurring line leases, telephone tariffs, equipment maintenance and upgrades. Any capital purchases needed for the ESInet development/deployment must be listed as well proposed funding sources for the purchases. A cost benefits analysis for each County combined into an overall regional cost benefit analysis must be shown. Cost projections for shared services capital purchases and recurring costs of the ESInet and shared systems and applications for five (5) years post system(s) installation and acceptance must be identified.

Each PSAP's projected budget for development, implementation and five years maintenance on the ESInet and shared services, along with identification of any anticipated cost savings must be shown, along with future plans for the addition of additional shared services, PSAPs, other facilities, etc.

Specific Areas of examination and analysis may include, but not limited to:

- Assessment/inventory of currently in use communications systems and equipment
- Analysis of compatibility of CPE, Radio, CAD,RMS, Video conferencing, GIS data and Database data at each of the participating entities
- Benefits and disadvantages to regionalization options, including impacts on capacity, redundancy, interoperability, customer service, bargaining units, training requirements
- Viable configurations that support all the participating entities, and includes locations and redundancy locations, examples of potential regional oversight documents, job descriptions of new positions required to support regionalization, compensation and benefits.

## **SUMMARY**

The Regional Shared Services Assessment is one of the first steps in the Commonwealth of Pennsylvania's Next Generation 9-1-1 strategy: to implement NG9-1-1 throughout the Commonwealth in a consistent, precise, standards based manner while maximizing all available resources. The information compiled during the assessment will assist PSAPs in short and long term planning as they move forward with the design, development and implementation of a foundational IP network backbone. PEMA appreciates all of the PSAPs' collective efforts in working toward regionalized Emergency Service IP network (ESInet) initiatives, cost-saving measures and the ultimate deployment of NG9-1-1 to serve the needs of the citizens of Pennsylvania.

**ORDINANCE NUMBER .2014**

**\_\_\_\_\_ 2014 Public Safety Fund Budget Supplemental Appropriation Of \$563,615  
And Creation Of Line Items For Northern Tier Project**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B 2 (f) and Article VIII, Section 8 of the Erie County Home Rule Charter and certified by the County Executive that this 2014 Public Safety Fund Budget supplemental appropriation of \$563,615 and creation of line items for Northern Tier Project, are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Kyle Foust, Chairman

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

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

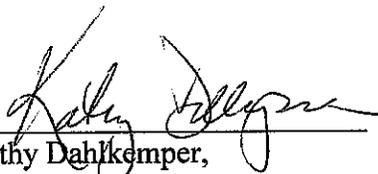
Date: \_\_\_\_\_

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**Certificate of the County Executive**

I, Kathy Dahlkemper, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are funds in the amount of \$563,615 which are available for supplemental appropriation for Northern Tier Project and Creation of a New Line Item.

  
\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

2-4-14  
Date

**Exhibit A  
 2014 Public Safety Fund Budget  
 Supplemental Appropriation of \$563,615  
 and Creation of a New Line Item  
 For Northern Tier Project**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Appropriation from Act 56 Fund Balance	063-012011-099500	(489,876)
Appropriation from Act 78 Fund Balance	063-012010-099500	(73,739)
Total Revenue		<u>(563,615)</u>
<u>Total Expenditures</u>		
Equipment Maintenance	063-012011-002350*	195,182
Professional Fees	063-012011-002520	58,600
Computer Supplies	063-012011-003090	236,094
Computer Supplies	063-012010-003090*	73,739
Total Expenditures		<u>563,615</u>

\* Denotes creation of a new line item

Northern Tier Cost Projection		PSP, Millcreek & East County Dispatch Centers			
	Current Cost	Ordinance No. 60, 2013	Current Cost	Ordinance No. 74, 2013*	Cost Difference
Total Capital Cost	229,835.91	205,019.00			
Buy-In Cost*	195,181.60	194,543.00			
Total Capital & Buy-In	425,017.51	399,562.00			
Plus MCM Consulting Fee	58,600.00	58,600.00			
	483,617.51	458,162.00			
Plus Routers	6,258.00	6,258.00			
	489,875.51	464,420.00	73,738.33	31,165.00 *	
<b>TOTAL</b>					
<b>COST DIFFERENCE</b>					<b>42,573.33</b>

\* Calculation of Buy-In Cost:

Initial NTRTP Capital Cost 1,300,104.72  
 Plus Erie County's Capital Cost 229,835.91  
 1,529,940.63  
 Multiplied by 27.78% (Erie's Percentage of 911 Positions)  
 425,017.51  
 Less Erie County's Capital Cost 229,835.91  
 Buy-In Cost 195,181.60

\* Per Ordinance No. 74, 2013, \$31,165 to be provided by County for Equipment and Maintenance for PSP, Millcreek & East County; \$42,573.33 to be paid by PSP, Millcreek & East County.

**Proposal #2:**

Public Safety is requesting that County Council re-appropriate the \$464,420.00 from Act 56 fund balance (per Ordinance No. 60, 2013), and appropriate an additional \$25,455.51 from Act 56 fund balance to cover the entire cost of \$489,875.51.

In order to fully fund the equipment costs (\$73,738.33) associated with Northern Tier for PSP, Millcreek, and East County, Public Safety is requesting that County Council approve the expenditure of \$73,738.33 from Act 78 fund balance; however, PSP, Millcreek and East County will be advised to include maintenance costs in their 2015 budget year and forward.

**ORDINANCE NUMBER 60, 2013**

**Fourth 2013 Public Safety Fund Budget Supplemental Appropriation Of \$464,420  
And The Creation Of A Line Item For Northern Tier Telecommunication Project**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B (1), 3B (2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter and certified by the County Executive that this 2013 Public Safety Fund Budget supplemental appropriation of \$464,420 from Act 56 Fund Balance, and the creation of a line item for the Northern Tier Telecommunication Project, are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

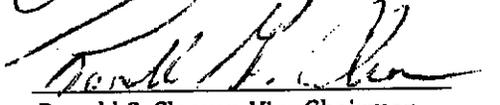
COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

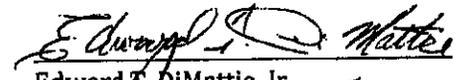
Attest:

  
Douglas R. Smith  
County Clerk

Date: September 3, 2013

  
Joseph F. Giles, Chairman

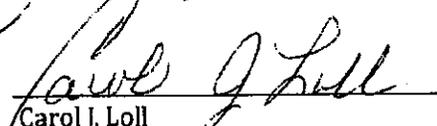
  
Ronald G. Cleaver, Vice Chairman

  
Edward T. DiMattio, Jr.

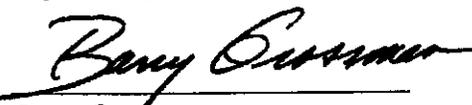
  
Phil Fatica

  
Kyle Houst

  
Fiore Leone

  
Carol J. Loll

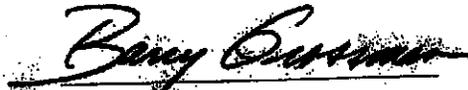
Approved by:

  
Barry Grossman  
County Executive

Date: 9/6/2013

**Certificate of the County Executive**

I, Barry Grossman, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are funds in the amount of \$464,420.00 which are available for supplemental appropriation for Northern Tier Telecommunication Project.

  
Barry Grossman,  
County Executive

7-1-13

Date

**Exhibit A  
 2013 Public Safety Fund Budget  
 Supplemental Appropriation of \$464,420  
 For Northern Tier Telecommunication  
 Project**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Appropriation from Act 56 Fund Balance	063-012011-099500	(464,420)
Total Revenue		<u>(464,420)</u>
<u>Total Expenditures</u>		
Equipment Maintenance	063-012011-002350*	194,543
Professional Fees	063-012011-002520	58,600
Computer Supplies	063-012011-003090	211,277
Total Expenditures		<u>464,420</u>

\* Denotes creation of a new line item



---

Erie County Department of Public Safety

**Northern Tier Regional  
Telecommunications Project**

**Integrity • Respect • Professionalism • Teamwork**

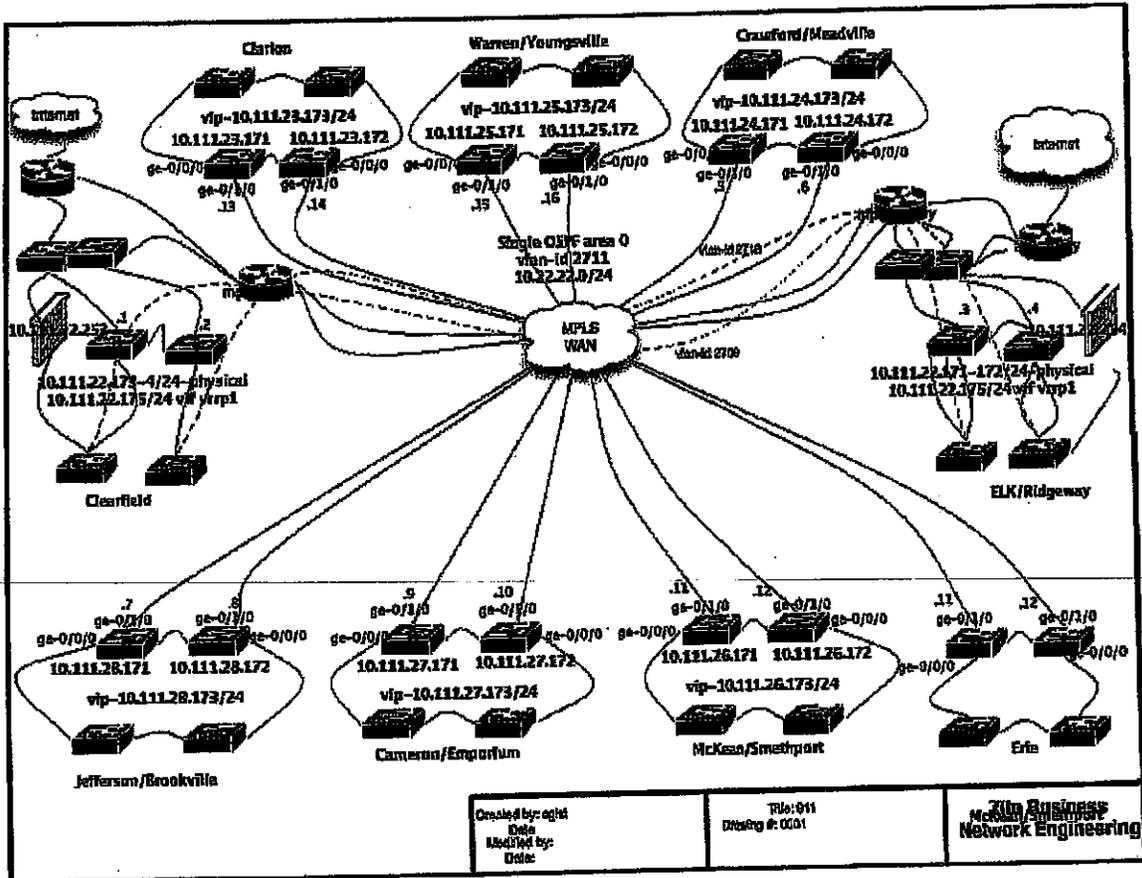
## BACKGROUND

- Ten counties in NW PA use same model of 9-1-1 telephone system.
- Vendor notified counties their 9-1-1 phone systems will reach end-of-life in January 2014.
- Individual replacement costs for new 9-1-1 telephone systems - \$3.159M.
- Counties banded together and executed an Intergovernmental Cooperation Agreement – the Northern Tier Regional Telecommunications Project Agency.
  - ❖ Elk County is the fiduciary
  - ❖ Proper RFP and bid process observed
- Group cost for new 9-1-1 telephone system - \$1.3M.
- Savings potential for Erie County - \$346,583 the first year, \$52,231 the second year and on.

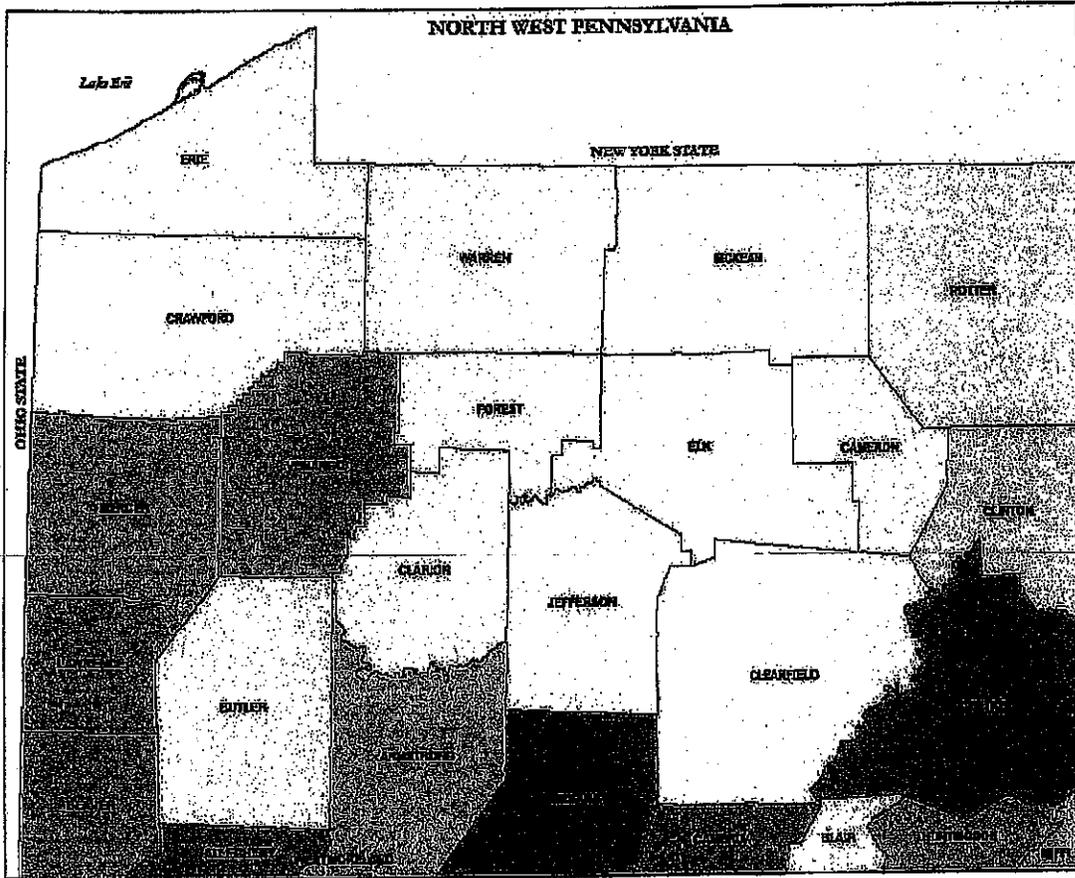
## BENEFITS

- Automatic 9-1-1 call transfer between participating centers.
- Automatic 9-1-1 number and location transfer.
- Automatic call center back-up.
- Next Generation 9-1-1 capable.
- Decreased capital expense.
- Decreased annual maintenance cost.
- 100% PEMA support.

# INFRASTRUCTURE



**COUNTIES**



**Cameron • Clarion • Clearfield • Crawford • Elk  
Erie • Forest • Jefferson • McKean • Warren**

54

**COSTS for ERIE COUNTY**

**Capital Expenses**

**Northern Tier System**

Equipment	\$230,719 (Encl 1)
NTRTP Buy-in	\$194,543 (Encl 2)
Project Management	\$58,600 (Encl 2)
Routers	<u>\$6,258 (Encl 2)</u>

**TOTAL \$490,120**

**SAVINGS \$24,266**

**New Stand-Alone System**

Equipment	\$439,899 (Encl 3)
Labor	\$231,281 (Encl 3)
Project Mgmt	\$58,600 (Encl 2)
Shipping	<u>\$7,606 (Encl 3)</u>

**TOTAL \$737,386**

**Annual Recurring Costs**

**Northern Tier System**

Zito Media Fiber	\$17,663 (Encl 2)
Phone Lines	\$66,545 (Encl 4)
ALI DB Fee	\$9,216 (Encl 5)
Verizon & Cassidian	<u>\$57,843 (Encl 7/7A)</u>

(Maintenance starts 2<sup>nd</sup> Year)

**TOTAL \$93,424 (Year 1)**

**TOTAL \$151,267 (Year 2+)**

**SAVINGS \$11,222 (Year 1)**

**New Stand-Alone System**

Phone Lines	\$36,288 (Encl 4)
ALI DB Maint	\$37,309 (Encl 6)
Verizon	<u>\$131,049 (Encl 3)</u>

(Maintenance starts 1<sup>st</sup> Year)

**TOTAL \$204,646 (Year 1)**

**SAVINGS \$53,379 (Year 2+)**

**Savings Summary**

**Year 1 \$11,222**

**Year 2+ \$53,379**

**ORDINANCE NUMBER , 2014**

**\_\_\_\_\_ 2014 Public Safety Fund Budget Supplemental Appropriation Of \$72,600 And  
Creation Of Line Item For *JAG Grant* And Next Generation Radio System Analysis And  
Design**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B 2 (f) and Article VIII, Section 8 of the Erie County Home Rule Charter and certified by the County Executive that this 2014 Public Safety Fund Budget supplemental appropriation of \$72,600 and the creation of a line item for *JAG Grant* and for *Next Generation* radio system analysis and design, are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Kyle Foust, Chairman

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

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

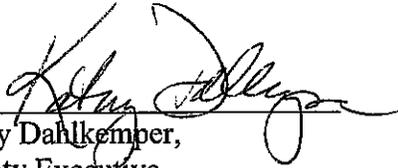
Date: \_\_\_\_\_

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**Certificate of the County Executive**

I, Kathy Dahlkemper, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are funds in the amount of \$72,600 which are available for supplemental appropriation for JAG Grant and Next Generation Radio System Analysis and Design and Creation of a New Line Item.

  
\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

2-4-14  
Date

**Exhibit A  
 2014 Public Safety Fund Budget  
 Supplemental Appropriation of \$72,600  
 and Creation of a New Line Item  
 For JAG Grant and Next Generation  
 Radio System Analysis and Design**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Grant	063-012020-051300*	(21,897)
Transfer from the General Fund	063-012020-099010	(50,703)
Total Revenue		<u><u>(72,600)</u></u>
<u>Total Expenditures</u>		
Professional Fees	063-012020-002520	72,600
Total Expenditures		<u><u>72,600</u></u>

\* Denotes creation of a new line item

**Next Generation Radio System Analysis**

Ordinance No. 59, 2013:		
Professional Fees	65,190.00	063-012020-002520
Pass Thru	<u>21,897.00</u>	063-012020-006050
	87,087.00	

**Proposal:**

Public Safety is requesting County Council's re-appropriation of the unspent monies for the Next Generation Radio System Analysis:

Appropriation to Professional Fees per Ordinance No. 59, 2013	\$65,190.00
Less Payment to MCM Consulting on 12/5/13 (Invoice #NGRP 01-2013)	<u>7,243.36</u>
Less Payment to MCM Consulting on 12/24/13 (Invoice #NGRP 02-2013)	<u>\$57,946.64</u>
<b>Request for Reappropriation to Non-Reimbursable Professional Fees</b>	<b>7,243.36</b>
<b>Request for Reappropriation to Non-Reimbursable Pass Thru (?)</b>	<b><u>\$50,703.28</u></b>
	<b>\$21,897.00</b>
	<b><u>\$72,600.28</u></b>

**ORDINANCE NUMBER 59, 2013**

**Third 2013 Public Safety Fund Budget Supplemental Appropriation Of \$87,087;  
Creation Of Line Item For JAG Grant and Next Generation Radio System Analysis and Design**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B (1), 3B (2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter and certified by the County Executive that this 2013 Public Safety Fund Budget supplemental appropriation in the amount of \$87,087, and the creation of a line item for a *Justice Assistance Grant* and *Next Generation* radio system analysis and design, is hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

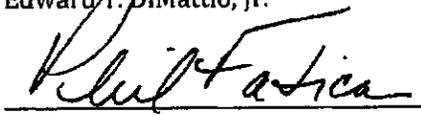
Attest:

  
Douglas R. Smith  
County Clerk

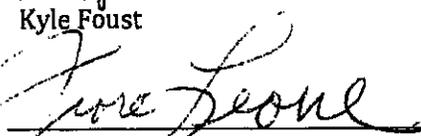
Date: September 3, 2013

  
Joseph F. Giles, Chairman  
  
Ronald G. Cleaver, Vice Chairman

Voted/No  
Edward T. DiMattio, Jr.

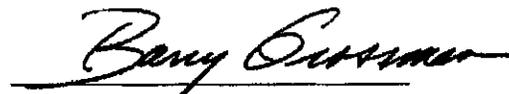
  
Phil Fatica

  
Kyle Foust

  
Fiore Leone

  
Carol J. Loll

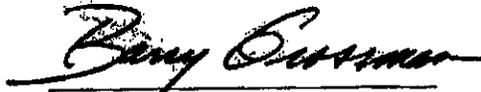
Approved by:

  
Barry Grossman  
County Executive

Date: 9/6/2013

**Certificate of the County Executive**

I, Barry Grossman, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are funds in the amount of \$87,087 which are available for supplemental appropriation for JAG Grant and Next Generation Radio System Analysis and Design.



Barry Grossman,  
County Executive

7-3-13

Date

**Exhibit A  
 2013 Public Safety Fund Budget  
 Supplemental Appropriation of \$87,087  
 For JAG Grant and Next Generation  
 Radio System Analysis and Design**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Grant	063-012020-051300*	(43,794)
Transfer from General Fund	063-012020-099010	(43,293)
Total Revenue		<u>(87,087)</u>
<u>Total Expenditures</u>		
Professional Fees	063-012020-002520	65,190
Pass Thru	063-012020-008050*	21,897
Total Expenditures		<u>87,087</u>

\* Denotes creation of a new line item

**ORDINANCE NUMBER , 2014**

**\_\_\_\_\_ 2014 General Fund Budget Supplemental Appropriation Of \$50,703  
For Transfer To Public Safety Fund**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II Sections 3B (1), 3B (2) f and Article VIII, Section 7 of the Erie County Home Rule Charter and certified by the County Executive that this 2014 General Fund Budget supplemental appropriation in the amount of \$50,703 for transfer to the Public Safety Fund for the *Radio Project*, is hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Kyle Foust, Chairman

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

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

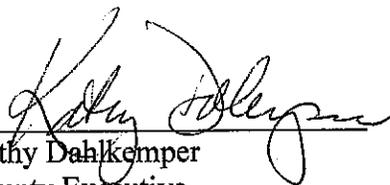
Date: \_\_\_\_\_

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**Certificate of the County Executive**

I, Kathy Dahlkemper, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are funds in the amount of \$50,703 which are available for supplemental appropriation for Transfer to Public Safety Fund.

  
\_\_\_\_\_  
Kathy Dahlkemper  
County Executive

2-4-14  
Date

**Exhibit A  
 2014 General Fund Budget  
 Supplemental Appropriation of \$50,703  
 For Transfer to Public Safety Fund**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Fund Balance Appropriated	001-000990-099500	(50,703)
Total Revenue		<u>(50,703)</u>
<u>Total Expenditures</u>		
Transfer to Public Safety Fund	001-020000-008630	50,703
Total Expenditures		<u>50,703</u>

**ORDINANCE NUMBER , 2014**

**\_\_\_\_\_ 2014 Public Safety Fund Budget Supplemental Appropriation Of \$43,343  
For *Hazardous Materials Response Fund Grant***

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B 2 (f) and Article VIII, Section 8 of the Erie County Home Rule Charter and certified by the County Executive that this 2014 Public Safety Fund Budget supplemental appropriation in the amount of \$43,343, and the creation of line items for a *Hazardous Materials Response Fund Grant* (HMRF) are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Kyle Foust, Chairman

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

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

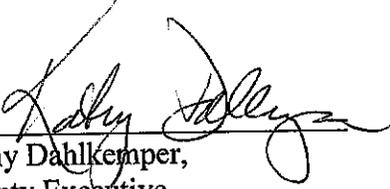
Date: \_\_\_\_\_

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**Certificate of the County Executive**

I, Kathy Dahlkemper, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are funds in the amount of \$43,343 which are available for supplemental appropriation for Hazardous Materials Response Fund Grant.

  
\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

2-4-14  
Date

**Exhibit A  
2014 Public Safety Fund Budget  
Supplemental Appropriation of \$43,343  
For Hazardous Materials Response  
Fund Grant**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Grant	063-018802-051300*	(68,343)
Appropriation to Fund Balance	063-018802-099500*	25,000
Total Revenue		<u><u>(43,343)</u></u>
<u>Total Expenditures</u>		
Training	063-018802-002040*	10,375
Telephone	063-018802-002280*	4,200
Postage	063-018802-002290*	850
Maintenance & Repair	063-018802-002330*	5,700
Vehicle Maintenance	063-018802-002390*	2,900
Medical Services	063-018802-002710*	3,500
Computer Supplies	063-018802-003090*	500
Clothing	063-018802-003140*	1,118
All Other Supplies	063-018802-003330*	14,200
Total Expenditures		<u><u>43,343</u></u>

\* Denotes creation of a new line item

ORDINANCE NUMBER , 2014

2014 Public Safety Fund Budget Supplemental Appropriation Of \$10,500 And  
Creation Of Line Items For *Citizen Corps Program Training Grant*

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B 2 (f) and Article VIII, Section 8 of the Erie County Home Rule Charter and certified by the County Executive that this 2014 Public Safety Fund Budget supplemental appropriation of \$10,500 and creation of line items for *Citizen Corps Program Training Grant*, are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Kyle Foust, Chairman

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

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

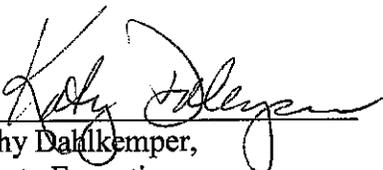
Date: \_\_\_\_\_

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**Certificate of the County Executive**

I, Kathy Dahlkemper, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are grants in the amount of \$10,500 which are available for supplemental appropriation for Citizen Corps Program Training Grant and Creation of New Line Item.

  
\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

2.4-14  
Date

**Exhibit A  
 2014 Public Safety Fund Budget  
 Supplemental Appropriation of \$10,500  
 and Creation of New Line Items For  
 Citizen Corps Program Training Grant**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Grant	063-018054-051300*	(10,500)
		<u>(10,500)</u>
 Total Revenue		
 <u>Total Expenditures</u>		
Training	063-018054-002040*	4,200
Advertising	063-018054-002300*	1,700
Other Office Supplies	063-018054-003060*	440
Clothing & Safety Supplies	063-018054-003140*	1,550
All Other Supplies	063-018054-003330*	2,610
		<u>10,500</u>
 Total Expenditures		

\* Denotes creation of a new line item

**ORDINANCE NUMBER , 2014**

**\_\_\_\_\_ 2014 General Fund Budget Supplemental Appropriation Of \$59,103 And  
Creation Of New Line Item For Completion Of Sheriff Radio Project**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B 2 (b) and Article VIII, Section 8 of the Erie County Home Rule Charter, and certified by the County Executive that this 2014 General Fund Budget supplemental appropriation of \$59,103 and creation of line item for the completion of the *Sheriff Radio Project*, is hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Kyle Foust, Chairman

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

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

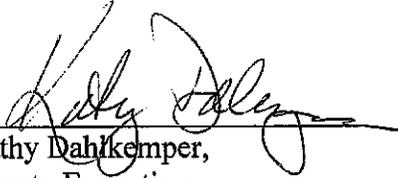
Date: \_\_\_\_\_

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**Certificate of the County Executive**

I, Kathy Dahlkemper, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are funds in the amount of \$59,103 which are available for supplemental appropriation for Completion of Sheriff Radio Project and Creation of New Line Item.

  
\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

2-4-14  
Date

**Exhibit A  
 2014 General Fund Budget  
 Supplemental Appropriation of \$59,103  
 and Creation of New Line Item  
 For Completion of Sheriff Radio Project**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Fund Balance Appropriated	001-000990-099500	(59,103)
Total Revenue		<u>(59,103)</u>
<u>Total Expenditures</u>		
All Other Supplies	001-003300-003330*	59,103
Total Expenditures		<u>59,103</u>

\* Denotes creation of a new line item

**Pasquale, Sue Ellen**

---

**From:** Habursky, Jon  
**Sent:** Thursday, January 23, 2014 4:00 PM  
**To:** Pasquale, Sue Ellen  
**Subject:** 2013 Mobilcom Expenses  
**Attachments:** 2013 Mobilcom Expenses.pdf

Sue Ellen,

Thank you so much for meeting with us, the guidance from you and Jim is truly appreciated.

I have attached the amount and the items purchased in 2013 from Mobilcom the **Total is \$9,517.94**

The 2013 General Fund Budget Supplemental Appropriation was **\$68,621** Ordinance 47, 2013.

We are requesting to re-appropriate the remaining **\$59,103.06** to complete the project.

If you need anything else, please let me know.

*Jon Habursky*

Chief Deputy  
Erie County Sheriffs' Office  
Erie County Courthouse  
140 West Sixth Street  
Erie, Pa 16501  
814 451-6098 Office Phone  
814 434-2064 Cell Phone  
814 451-6323 Office Fax  
[jhabursky@eriecountygov.org](mailto:jhabursky@eriecountygov.org)



**FORGED WITH PRIDE**

Disclaimer: This message (and any attachments) is confidential and is intended only for the addressee(s). This message may contain information that is protected by one or more legally recognized privileges. If the reader of this message is not the intended recipient, I did not intend to waive, and I do not waive, any legal privilege or the confidentiality of the message. If you receive this message in error, please notify me immediately by return e-mail and delete this message from your computer and network without saving it in any manner. The unauthorized use,

**ORDINANCE NUMBER 47, 2013**

**Fifteenth 2013 General Fund Budget Supplemental Appropriation  
Of \$68,621 For Sheriff Office Radio System**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II Sections 3B (1), 3B (2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter and certified by the County Executive that this 2013 General Fund Budget supplemental appropriation of \$68,621, for communication equipment needed to upgrade the Sheriff Office radio system, is hereby approved as outlined on the attached Exhibit A.

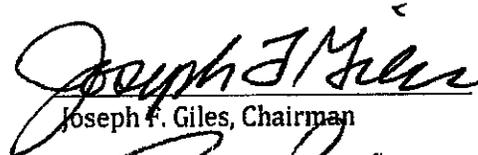
This ordinance shall be effective immediately upon adoption.

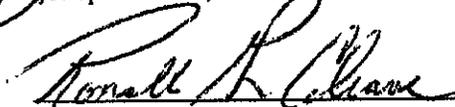
COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

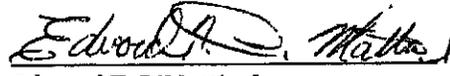
Attest:

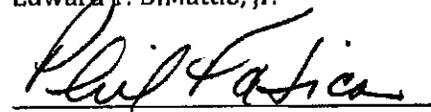
  
Douglas R. Smith  
County Clerk

Date: June 11, 2013

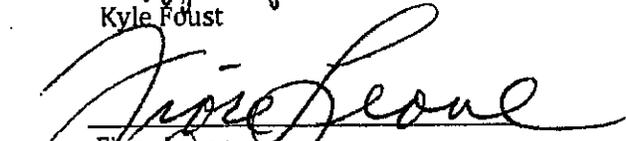
  
Joseph F. Giles, Chairman

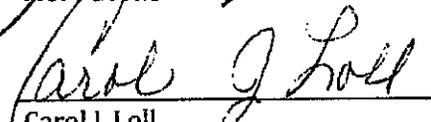
  
Ronald G. Cleaver, Vice Chairman

  
Edward T. DiMattio, Jr.

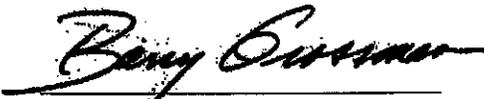
  
Phil Fatica

  
Kyle Foust

  
Fiore Lebne

  
Carol J. Loll

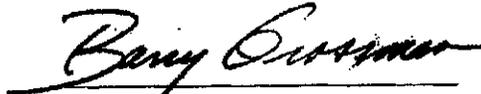
Approved by:

  
Barry Grossman  
County Executive

Date: 6/13/13

**Certificate of the County Executive**

I, Barry Grossman, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are funds available in the amount of \$68,621.00 which are available for supplemental appropriation for communication equipment for Sheriff Radio System.

  
Barry Grossman,  
County Executive

5-20-13  
Date

**Exhibit A  
 2013 General Fund Budget  
 Supplemental Appropriation of \$68,621  
 For Communication Equipment  
 For Sheriff Radio System**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Fund Balance Appropriated	001-000990-099500	(68,621)
Total Revenue		<u>(68,621)</u>
<u>Total Expenditures</u>		
Clothing & Safety Supplies	001-003300-0031400	68,621
Total Expenditures		<u>68,621</u>

- A: Sum Doc
- B: Doc Srch
- D: Doc Hist
- I: Trans Hist
- J: Acct Sum
- K: Doc Ctrl
- L: Vend List
- M: Vend Srch
- N: Vend Gen
- P: Vend Pmt
- R: Vend Tran

**Index:** 171104    **User:** 001  
**Doc Date:** 09/12/13  
**Vendor ID:** V00290  
**Vendor Code:** 002468  
**Vendor Name:** MOBILCOM  
**Master ID:** V00290

**Balance Due:** 0.00  
**Original Amt:** 5915.04  
**Total Pmt Amt:** 5915.04

**Doc Status:** PAID

**Document:** IN31132

**Doc Terms:**

**Ref Doc:** P033234

**Last Check No:** CK000100321371

**Last Pmt Date:** 09/19/13

**Doc Desc:** PORTABLE RADIOS

**Next Pmt Date:** 09/12/13

Document 1 of 1

Select

Close

# ACCOUNTS PAYABLE AUTHORIZATION

Batch # \_\_\_\_\_ Index# \_\_\_\_\_

Vendor #: V00290

Vendor Name: MOBILCOM

Invoice#: In- 32045

P.O. #: 30906

Description: MAINTENANCE & REPAIRS

Invoice Total: \$3250.00

Invoice Date 12/10/2013

## DETAIL

Tran code	Amount	Account Number
1	<u>\$3,250.00</u>	001-003300-002330
1	_____	001-003300-00___0
1	_____	001-003300-00___0
1	_____	001-003300-00___0

Authorized Signature

*Jane Habley*

Date 12/16/2013

**TOTAL-9,517.94**

COUNTY OF ERIE  
2013 DEC 16 AM 9:50  
GENERAL ACCOUNTING



\* We Make Technology Work For You \*

16343 Conneaut Lake Rd  
 P O Box 1234  
 Meadville, PA 16335  
 Phone #: 814-724-1234

INVOICE

32045

Bill To:  
 Erie County Sheriff  
 140 West 6th Street  
 Erie PA 16501

Ship To:  
 Erie County Sheriff  
 140 West 6th Street  
 Erie PA 16501

Page 1

Date: 12/10/13	Order #: 927530	Cust #: 11121	P.O.#:
SalesPerson: 927	Ship Via: DELIVERY	Terms: Net 10 Days	

Qty	U/M	ITEM/DESCRIPTION	UNIT PRICE	AMOUNT
1	EA	7501-10-1093 CDM SERIES INTERFACE CABLE	.00	.00
1	EA	BRF-1602 DUAL NOTCH FILTER (150-174) FACTORY TUNED	.00	.00
2	EA	TCK-203 3' NC CABLE KIT	.00	.00
1	EA	98349 3/4" HOLE MOUNT TNC CONNECT	.00	.00
1	EA	349466 152-162 150W 1/4 WAVE ANTENNA	.00	.00
1	EA	BPF-1604 BAND PASS FILTER MISCELLANE	.00	.00
1	EA	duplexer ORDER TWO WAY RADIO SYSTEM IMPROVEMENTS	3,250.00	3,250.00

Tax #: POLITICL SUBDV

Subtotal

3,250.00

Total Due On 12/20/13

3,250.00

81

PURCHASE ORDER



PURCHASE ORDER NO. 30906

This number must appear on all shipping papers, packages, correspondence and invoices

MAIL INVOICE IN DUPLICATE

BID or Q.Q. NO. VENDOR NO. ~~404285~~ 00290

COUNTY OF ERIE Erie, Pennsylvania 16501 FOR INQUIRIES REGARDING THIS PURCHASE ORDER OR ACCOUNTS PAYABLE CALL 814-451-6254

DATE OF PURCHASE ORDER 9/24/2012

To MOBILCOM P.O. BOX 1234 MEADVILLE PA 16335

THIS INFORMATION MUST APPEAR ON ALL SHIPPING LABELS & INVOICES SHERIFFS DEPARTMENT ERIE COUNTY COURTHOUSE 140 WEST 6TH STREET ROOM #400 ERIE PA 16501

PURCHASE ORDER NUMBER AND CONSIGNEE MUST BE CLEARLY SHOWN ON ALL INVOICES, SHIPPING DOCUMENTS, SHIPMENTS, CORRESPONDENCE, AND RELATED PAPERS.

B I L L I N G SAME

Requisition No.

F.O.B - ERIE, PA

Req. Date 9/19/2012

Requisition By B. MERSKI

Table with columns: Account No, Qty Req'd, Description and Specification, Unit Price, Total Amount. Row 1: 001-003300-002330, OPEN PURCHASE ORDER FOR 2013 FOR MAINTENANCE AND REPAIRS

COUNTY OF ERIE IS EXEMPT FROM ALL STATE SALES TAX BY STATE LAW

MERCHANDISE NOT CONFORMING TO SPECIFICATIONS WILL BE RETURNED AT VENDOR'S EXPENSE.

- IMPORTANT 1. INVOICE EACH PURCHASE ORDER SEPARATELY... 2. NO CHARGE FOR PACKING OR FREIGHT... 3. SUBSTITUTIONS CHANGES AND PRICES OTHER THAN SPECIFIED ABOVE...

Signature of Director of Purchasing

White-Vendor Copy Blue-Receiving Copy Pink-Requisitioner's Copy Yellow-Purchasing Copy

# ACCOUNTS PAYABLE AUTHORIZATION

Batch # _____	Index# _____
---------------	--------------

Vendor #: V04203

Vendor Name: MOBILCOM

Invoice#: In- 31599

P.O. #: 30906

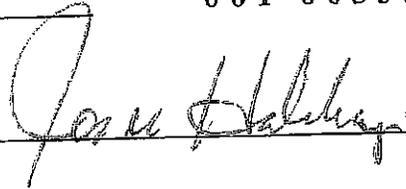
Description: MAINTENANCE & REPAIRS

Invoice Total: \$290.00

Invoice Date 10/31/2013

## DETAIL

Tran code	Amount	Account Number
1 _____	<u>\$290.00</u>	001-003300-002330
1 _____	_____	001-003300-00___0
1 _____	_____	001-003300-00___0
1 _____	_____	001-003300-00___0

Authorized Signature  Date 11/7/2013

COUNTY OF ERIE  
2013 NOV -8 AM 1:43  
GENERAL ACCOUNTING



\* We Make Technology Work For You \*

16343 Conneaut Lake Rd  
P O Box 1234  
Meadville, PA 16335  
Phone #: 814-724-1234

# INVOICE

31599

Bill To:  
Erie County Sheriff  
140 West 6th Street  
Erie PA 16501

Ship To:  
Erie County Sheriff  
140 West 6th Street  
Erie PA 16501

Page 1

Date: 10/31/13	Order #: 943236	Cust #: 11121	P.O.#:
SalesPerson: 943	Ship Via: DELIVERY	Terms: Net 10 Days	

Qty	U/M	ITEM/DESCRIPTION	UNIT PRICE	AMOUNT
		LICENSING 2W VHF VEHICULAR REPEATER LICENSE. MODIFICATION TO CALL SIGN WQKK591  Tax #: POLITICL SUBDV	.00	290.00
Subtotal				290.00

Total Due On 11/10/13

290.00

84

EQUAL OPPORTUNITY EMPLOYER

PURCHASE ORDER

PURCHASE ORDER NO.  
**30906**

This number must appear on all shipping papers, packages, correspondence and invoices

MAIL INVOICE IN DUPLICATE

BID or Q.Q. NO
VENDOR NO. V04203



**COUNTY OF ERIE**  
Erie, Pennsylvania 16501  
FOR INQUIRIES REGARDING THIS PURCHASE ORDER  
OR ACCOUNTS PAYABLE CALL  
814-451-6254

DATE OF PURCHASE ORDER  
9/24/2012

To  
MOBILCOM  
P.O. BOX 1234  
  
MEADVILLE PA 16335

S  
h  
i  
p  
T  
O  
  
B  
i  
l  
l  
i  
n  
g  
T  
O

THIS INFORMATION MUST APPEAR ON ALL SHIPPING LABELS & INVOICES  
SHERIFFS DEPARTMENT  
ERIE COUNTY COURTHOUSE  
140 WEST 6TH STREET  
ERIE PA 16501  
ROOM #400

PURCHASE ORDER NUMBER AND CONSIGNEE MUST BE CLEARLY SHOWN ON ALL INVOICES, SHIPPING DOCUMENTS, SHIPMENTS, CORRESPONDENCE, AND RELATED PAPERS.

SAME

Requisition No. **F.O.B - ERIE, PA**

Req. Date 9/19/2012 Requisition By B. MERSKI

Account No.	Qty Req'd	Description and Specification	Unit Price	Total Amount
001-003300-002330		OPEN PURCHASE ORDER FOR 2013 FOR MAINTENANCE AND REPAIRS		

**COUNTY OF ERIE IS EXEMPT FROM ALL STATE SALES TAX BY STATE LAW**  
MERCHANDISE NOT CONFORMING TO SPECIFICATIONS WILL BE RETURNED AT VENDOR'S EXPENSE.

**IMPORTANT**

1. INVOICE EACH PURCHASE ORDER SEPARATELY. ITEMS ON THIS PURCHASE ORDER MUST NOT BE BILLED WITH THOSE ON OTHER PURCHASE ORDERS.
2. NO CHARGE FOR PACKING OR FREIGHT WILL BE ALLOWED EXCEPT WHEN SPECIFIED ON ORDER OR APPROVED BY THE DIRECTOR OF PURCHASING.
3. SUBSTITUTIONS CHANGES AND PRICES OTHER THAN SPECIFIED ABOVE MUST BE AUTHORIZED IN WRITING BY THE DIRECTOR OF PURCHASING.

*[Signature]*  
DIRECTOR OF PURCHASING

White-Vendor Copy    Blue-Receiving Copy    Pink-Requisitioner's Copy    Yellow- Purchasing Copy

85

# ACCOUNTS PAYABLE AUTHORIZATION

Batch # _____	Index# _____
---------------	--------------

Vendor #: V04203

Vendor Name: MOBILCOM

Invoice#: In- 31536

P.O. #: 30906

Description: MAINTENANCE & REPAIRS

Invoice Total: \$62.90

Invoice Date 10/28/2013

## DETAIL

Tran code

Amount

Account Number

1 \_\_\_\_\_

\$62.90

001-003300-002330

1 \_\_\_\_\_

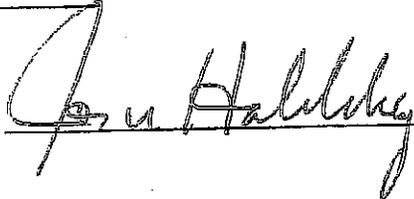
001-003300-00\_\_\_0

1 \_\_\_\_\_

001-003300-00\_\_\_0

1 \_\_\_\_\_

001-003300-00\_\_\_0

Authorized Signature  Date 10/31/2013

COUNTY OF ERIE  
2013 NOV -4 PM 12:19  
GENERAL ACCOUNTING

EQUAL OPPORTUNITY EMPLOYER

PURCHASE ORDER



PURCHASE ORDER NO. 30906

This number must appear on all shipping papers, packages, correspondence and invoices

MAIL INVOICE IN DUPLICATE

COUNTY OF ERIE

Erie, Pennsylvania 16501

FOR INQUIRIES REGARDING THIS PURCHASE ORDER OR ACCOUNTS PAYABLE CALL 814-451-6254

DATE OF PURCHASE ORDER

9/24/2012

BID or Q.Q. NO. VENDOR NO. V04203

To MOBILCOM P.O. BOX 1234 MEADVILLE PA 16335

THIS INFORMATION MUST APPEAR ON ALL SHIPPING LABELS & INVOICES SHERIFFS DEPARTMENT ERIE COUNTY COURTHOUSE 140 WEST 6TH STREET ROOM #400 ERIE PA 16501

PURCHASE ORDER NUMBER AND CONSIGNEE MUST BE CLEARLY SHOWN ON ALL INVOICES, SHIPPING DOCUMENTS, SHIPMENTS, CORRESPONDENCE, AND RELATED PAPERS.

BILL TO SAME

Requisition No.

F.O.B - ERIE, PA

Req. Date 9/19/2012

Requisition By B. MERSKI

Table with columns: Account No, Qty. Req'd, Description and Specification, Unit Price, Total Amount. Row 1: 001-003300-002330, OPEN PURCHASE ORDER FOR 2013 FOR MAINTENANCE AND REPAIRS

COUNTY OF ERIE IS EXEMPT FROM ALL STATE SALES TAX BY STATE LAW

MERCHANDISE NOT CONFORMING TO SPECIFICATIONS WILL BE RETURNED AT VENDOR'S EXPENSE.

IMPORTANT

- 1. INVOICE EACH PURCHASE ORDER SEPARATELY. ITEMS ON THIS PURCHASE ORDER MUST NOT BE BILLED WITH THOSE ON OTHER PURCHASE ORDERS.
2. NO CHARGE FOR PACKING OR FREIGHT WILL BE ALLOWED EXCEPT WHEN SPECIFIED ON ORDER OR APPROVED BY THE DIRECTOR OF PURCHASING
3. SUBSTITUTIONS CHANGES AND PRICES OTHER THAN SPECIFIED ABOVE MUST BE AUTHORIZED IN WRITING BY THE DIRECTOR OF PURCHASING.

Signature of Director of Purchasing

White-Vendor Copy Blue-Receiving Copy Pink-Requisitioner's Copy Yellow- Purchasing Copy

**ORDINANCE NUMBER . 2014**

**\_\_\_\_\_ 2014 General Fund Budget Supplemental Appropriation Of \$3,000 And  
Creation Of New Line Items For Reimbursable Overtime In Sheriff School Resource**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B 2 (b) and Article VIII, Section 8 of the Erie County Home Rule Charter, and certified by the County Executive that this 2014 General Fund Budget supplemental appropriation of \$3,000 and creation of line items for reimbursable overtime in Sheriff School Resource Officer, is hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Kyle Foust, Chairman

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

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

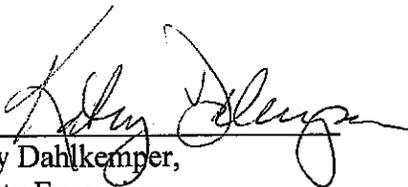
Date: \_\_\_\_\_

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**Certificate of the County Executive**

I, Kathy Dahlkemper, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are funds in the amount of \$3,000 which are available for supplemental appropriation for Reimbursable Overtime in Sheriff School Resource and Creation of New Line Items.

  
\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

2-4-14  
Date

**Exhibit A  
 2014 General Fund Budget  
 Supplemental Appropriation of \$3,000  
 and Creation of New Line Items  
 For Reimbursable Overtime in  
 Sheriff School Resource**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Overtime Reimbursement	001-003320-044435*	(3,000)
Total Revenue		<u>(3,000)</u>
<u>Total Expenditures</u>		
Overtime	001-003320-001100	3,000
Total Expenditures		<u>3,000</u>

\* Denotes creation of a new line item



# COUNTY OF ERIE

## OFFICE OF COUNTY EXECUTIVE

---

**Kathy Dahlkemper**  
COUNTY EXECUTIVE

### MEMORANDUM

TO: Members of County Council

FROM: Kathy Dahlkemper,   
County Executive

DATE: 2/3/2014

RE: Erie County Care Management Board

I hereby convey notice of my appointment of Mr. Richard Wagner, 4228 State Street, Erie, PA 16508, to the Erie County Care Management Board upon the recommendation of Councilwoman Carol Loll, Council representative of District 7. This term will expire on October 31, 2017.

Thank you.

cjh  
cc: Douglas Smith, Clerk  
Councilwoman Carol Loll  
File

---

Erie County Courthouse ● 140 West Sixth Street ● Suite 504 ● Erie, Pennsylvania 16501

PHONE (814) 451-6333 ● FAX (814) 451-6334 ● TOLL FREE 1 (800) 352-0026 ● TDD (814) 451-623



# COUNTY OF ERIE

Office of County Council  
Erie County Courthouse

## MEMORANDUM

**TO:** Kathy Dahlkemper, County Executive  
**FROM:** *CL* Carol Loll, County Council  
**DATE:** January 31, 2014  
**RE:** Erie County Care Management Board Appointment

Mr. Richard Wagner has expressed an interest in serving on the Erie County Care Management Board. I am, therefore, requesting his appointment to that Board for a four-year term expiring October 31, 2017. Mr. Wagner's résumé is attached for your perusal.

Thank you for your attention to this matter.

92

**Richard E. Wagner**  
4228 State Street  
Erie, PA 16508

January, 2009  
to  
Present

**Zoning Hearing Board Member**, Erie, PA – Work through complicated issues created by the Zoning Ordinance and served as Chairman for the last four years

January, 2000  
to  
January, 2001

**Recycling Coordinator**, Bush Industries, Erie, PA -- Internship  
- Analyzed, developed, and was in the process of implementing a comprehensive recycling program  
- Oversaw hazardous material disposal and housekeeping of the facility  
- Moved the storeroom towards a computerized inventory system and automated reordering of critical components

November, 1965  
to  
February, 1998

**Manager Purchasing**, Kaiser Aluminum, Erie, PA  
- Managed the Purchasing department and was responsible for contracts, leases, and the procurement of all the necessities to keep the plant running on a day to day basis

**Operations Supervisor**, 2<sup>nd</sup> shift, Kaiser Aluminum, Erie, PA  
- Managed the total plant operations on second shift from the Die Shop to Shipping

**Lead Supervisor**, Final Finish, Heat Treat, and Inspection Kaiser Aluminum, Erie, PA  
- Responsible for the efficient operation of Heat Treat, Final Finish, and Inspection processes  
- Schedule and maximize manpower and work flow of a three shift operation

**Heat Treat Supervisor**, Kaiser Aluminum, Erie, PA  
- Conducted the efficient operation of Heat Treat Department following standard metallurgical practices as prescribed by Kaiser Aluminum

**Level II Non-Destructive Tester**, Kaiser Aluminum, Erie, PA  
- Generated and analyzed data necessary to ensure the quality of forgings using the non-destructive test techniques prescribed by the Society of Non-Destructive Testers

**Property Management**

September, 1998  
to  
Present

- Own, operate, and manage a 40,000 sq. ft. warehouse in Winston Salem, NC

October, 1980  
to  
September, 1998

- Owned, operated, and managed a successful 17 unit apartment complex in Erie, PA, and was responsible for all aspects of its operation.

**EDUCATION:**

Associate Degree in Computer Information Systems, Tristate Business Institute, February, 2000

Associate Degree in Mechanical Engineering Technology, Penn State University  
May, 1974

- CERTIFICATION:**
- ISO 9000 Auditor Training, November 1996, Penn State University
  - Served on a 1994 corporate wide safety symposium to develop the Five Core Safety Program
  - Completed Quality Management I and Quality Management II, April, 1992, Penn State University
  - Completed Interactive Management Program for Kaiser Aluminum, Aug., 1991
  - Completed certification requirements in Quality Methodology from the Crosby Quality College in January of 1991

**SKILLS:**

**Leadership and Management**

- Maximized efficiency of heat-treat equipment through skillful design of schedules
- Developed a safe, efficient, cost-effective cartridge roll for use in final finish area by working closely with vendors from numerous industrial distributors
- Managed extensive production and distribution of materials by designing and effectively implementing cost-effective, timely processes designed to fulfill customer requirements of quality and quantity
- Communicate ideas and concepts effectively both verbally and in writing

**Technical**

- Evaluated material quality through both destructive and non-destructive techniques
- Developed techniques in the heat treatment of forged aluminum to insure proper characteristics of the forgings

**REFERENCES:** Upon Request



**COUNTY OF ERIE**  
**DEPARTMENT OF FINANCE**  
**BUREAU OF REVENUE AND TAX CLAIM**  
ERIE COUNTY COURT HOUSE  
140 WEST SIXTH STREET RM. 110  
ERIE, PENNSYLVANIA 16501  
(814) 451-6206  
(814) 451-7484

BARRY GROSSMAN  
COUNTY EXECUTIVE

STEVEN A. LETZELTER  
DIRECTOR

RE: Sale of Parcel from Repository for Unsold Properties

Mr. Sparber:

Act No. 1998-69 requires that the Erie County Tax Claim Bureau notify each taxing district of any offer to purchase property from the County Repository for unsold properties, and secure the consent of the appropriate districts prior to any such sale. The districts may not unreasonably withhold their consent.

The Tax Claim Bureau has received an offer to purchase the property commonly known as and identified in the assessment records of Erie County as Index **15-020-028.0-211.00** 527 E 13 ST 34X105 This offer was made by **John Lilley** who is willing to purchase that parcel for the sum of \$250.00 **Proceeds of this sale will be applied to costs advanced by the Bureau for collection first, in accordance with Section 205 of the Real Estate Tax Sale Law Act 542 of 1947, as amended.**

Please place this offer to purchase on the agenda for your next regularly scheduled meeting and take official action on this proposed sale. After the meeting, complete the enclosed form and return it immediately to the Erie County Tax Claim Bureau at the above address.

If there are questions or concerns regarding the procedure, the property, or the offer, please contact Jean Rodemaker at the Erie County Tax Claim Bureau at 451-6202.

Thank you,

Steven A Letzelter, Director  
Erie County Tax Claim Bureau

TO: Erie County Tax Claim Bureau  
Erie County Courthouse  
140 West Sixth Street, Room 110  
Erie, PA 16501

RE: Property: 527 E 13 ST      34X105  
Index No: 15-020-028.0-211.00  
Offer of: \$250.00 by John Lilley

At our regular/special meeting on, \_\_\_\_\_  
We took action regarding the sale of the property referenced above from The Erie County Repository,  
By the purchaser and for the amount specified. The proposed sale was:

APPROVED

DENIED\*

\*Please state reason for denial. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

For: \_\_\_\_\_

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

TO: Erie County Tax Claim Bureau  
Erie County Courthouse  
140 West Sixth Street, Room 110  
Erie, PA 16501

RE: Property : 527 E 13 ST      34X105  
Index No. 15-020-028.0-211.00  
Offer of \$250.00 by: John Lilley

At our regular/special meeting on, JANUARY 15, 2014  
We took action regarding the sale of the property referenced above from The Erie County Repository,  
By the purchaser and for the amount specified. The proposed sale was:

APPROVED

DENIED\*

\*Please state reason for denial. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: [Signature]  
For: City of Erie  
Date: 1/16/14

Curtis Jones

Casimir J. Kwitowski

Seconded By:

By

# COUNCIL CHAMBERS

January 15, 2014

Erie, Pa.

Resolved, by the Council of the City of Erie, that the proposed Repository sale of property commonly known as 527 East 13<sup>th</sup> Street and identified by Erie County Assessment Index Number 15-020-028.0-211.00 by the Erie County Tax Claim Bureau to John Lilley, 360 West 10<sup>th</sup> Street, #4, Erie, PA in the amount of \$250.00 is hereby approved.

JOURNAL

CITY COUNCIL - CITY OF ERIE, PA.

NO.

2014	Ayes	Nays
Brennan		
Horan-Kunco		
Jones		
Kwitowski		
Merski		
Winarski		
Witherspoon		

Distribution: 1. Clerk-White 2. Finance-Blue 3. Public Works-Green  
4. Public Safety-Yellow 5. Economic & C.D.-Pink 6. Mayor/Misc.-Gold

89

TO: Erie County Tax Claim Bureau  
Erie County Courthouse  
140 West Sixth Street, Room 110  
Erie, PA 16501

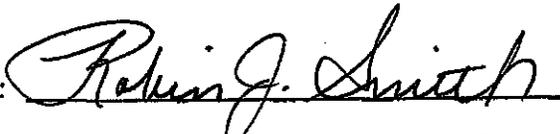
RE: Property : 527 E 13 ST      34X105  
Index No. 15-020-028.0-211.00  
Offer of \$250.00 by: John Lilley

At our regular/special meeting on, Wednesday, January 22, 2014  
We took action regarding the sale of the property referenced above from The Erie County Repository,  
By the purchaser and for the amount specified. The proposed sale was:

APPROVED

DENIED\*

\*Please state reason for denial. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed:   
For: School District of the City of Erie, PA  
Date: January 23, 2014



**COUNTY OF ERIE**  
**DEPARTMENT OF FINANCE**  
**BUREAU OF REVENUE AND TAX CLAIM**  
ERIE COUNTY COURT HOUSE  
140 WEST SIXTH STREET RM. 110  
ERIE, PENNSYLVANIA 16501  
(814) 451-6206  
(814) 451-7484

BARRY GROSSMAN  
COUNTY EXECUTIVE

STEVEN A. LETZELTER  
DIRECTOR

RE: Sale of Parcel from Repository for Unsold Properties

Mr. Sparber:

Act No. 1998-69 requires that the Erie County Tax Claim Bureau notify each taxing district of any offer to purchase property from the County Repository for unsold properties, and secure the consent of the appropriate districts prior to any such sale. The districts may not unreasonably withhold their consent.

The Tax Claim Bureau has received an offer to purchase the property commonly known as and identified in the assessment records of Erie County as Index 42-010-036.0-013.00 30 S MAIN ST 20X80 This offer was made by Union City Pride Incorporated who is willing to purchase that parcel for the sum of \$250.00 **Proceeds of this sale will be applied to costs advanced by the Bureau for collection first, in accordance with Section 205 of the Real Estate Tax Sale Law Act 542 of 1947, as amended.**

Please place this offer to purchase on the agenda for your next regularly scheduled meeting and take official action on this proposed sale. After the meeting, complete the enclosed form and return it immediately to the Erie County Tax Claim Bureau at the above address.

If there are questions or concerns regarding the procedure, the property, or the offer, please contact Jean Rodemaker at the Erie County Tax Claim Bureau at 451-6202.

Thank you,

Steven A Letzelter, Director  
Erie County Tax Claim Bureau

TO: Erie County Tax Claim Bureau  
Erie County Courthouse  
140 West Sixth Street, Room 110  
Erie, PA 16501

RE: Property: 30 S MAIN ST 20X80  
Index No: 42-010-036.0-013.00  
Offer of: \$250.00 by Union City Pride Incorporated

At our regular/special meeting on, \_\_\_\_\_  
We took action regarding the sale of the property referenced above from The Erie County Repository,  
By the purchaser and for the amount specified. The proposed sale was:

APPROVED

DENIED\*

\*Please state reason for denial. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

For: \_\_\_\_\_

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

TO: Erie County Tax Claim Bureau  
Erie County Courthouse  
140 West Sixth Street, Room 110  
Erie, PA 16501

RE: Property : 30 S MAIN ST 20X80  
Index No. 42-010-036.0-013.00  
Offer of \$250.00 by: Union City Pride Incorporated

At our regular special meeting on, December 10th, 2013  
We took action regarding the sale of the property referenced above from The Erie County Repository,  
By the purchaser and for the amount specified. The proposed sale was:

APPROVED

DENIED\*

\*Please state reason for denial. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: Philip T. Papale  
For: Borough of Union City  
Date: 12/17/13

# Union City Area School District

107 Concord Street  
Union City, Pennsylvania 16438

www.ucasd.org

(814) 438-3804  
Fax: (814) 438-2030

Dr. Sandra K. Myers  
Superintendent  
smyers@ucasd.org

Rebecca J. Stuart  
Business Manager  
rstuart@ucasd.org

TO: Erie County Tax Claim Bureau  
Erie County Courthouse  
140 West Sixth Street, Room 110  
Erie, PA 16501

RE: Property : 30 S MAIN ST 20X80  
Index No. 42-010-036.0-013.00  
Offer of \$250.00 by: Union City Pride Incorporated

At our regular/~~special~~ meeting on, January 9, 2014  
We took action regarding the sale of the property referenced above from The Erie County Repository,  
By the purchaser and for the amount specified. The proposed sale was:

APPROVED

DENIED\*

\*Please state reason for denial. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: Ann Hill, School Board Secretary

For: Union City Area School District Board of Directors

Date: January 10, 2014

County of Erie Analysis of General Fund Unassigned Fund Balance FYE 12/31/14 As of January 31, 2014
--

Projected Ending 2014 Unassigned Fund Balance 28,945,009

**Less: Appropriations from Unassigned Fund Balance**

Ordinance # 142 of 2013 for 2014 Supp Approp for Reorganization in Assessment	(6,873)
Ordinance # of 2014 Supp Approp for Transfer to Public Safety Fund	(50,703)
Ordinance # of 2014 Supp Approp for Completion of Sheriff Radio Project	(59,103)

Total Appropriations from Unassigned Fund Balance	<u>(116,679)</u>
---	------------------

**Plus: Appropriations to Unassigned Fund Balance**

Ordinance #14 of 2014 Reclassification of Two Positions in District Attorney Department	16,885
---	--------

Total Appropriations to Unassigned Fund Balance	<u>16,885</u>
---	---------------

Estimated General Fund Unassigned Fund Balance to date	<u>28,845,215</u>
--	-------------------

**Summary**

Total Budgeted General Fund Expenditures and Transfers	93,068,934
Less: Pass Thru Grants Originally Budgeted in the General Fund	<u>(75,000)</u>
Net Budgeted General Fund Expenditures and Transfers	<u>92,993,934</u>

One Month's Expenditures and Transfers	7,749,495
Two Month's Expenditures and Transfers	15,498,989

Difference between Estimated GF Unassigned Fund Balance and One Month of Expend & Transfers	<u>21,095,721</u>
---	-------------------

Difference between Estimated GF Unassigned Fund Balance and Two Months of Expend & Transfers	<u>13,346,226</u>
--	-------------------

County of Erie General Fund  
Monthly Reconciliation of  
Changes to Fund Balance Appropriated  
001-000990-099500  
As of January 31, 2014

Appropriations from Fund Balance per Excel	(116,679)
Appropriations to Fund Balance per Excel	16,885
Net Appropriations per Excel	<u>(99,794)</u>
 <u>Less: Pending Ordinances for Council Approval</u>	
Transfer to Public Safety	50,703
Completion of Sheriff Radio Project	59,103
Total Net Pending Ordinances	<u>109,806</u>
 Net change to Fund Balance Appropriated	 <u>10,012</u>
FMS Budget T Balance	<u>10,012</u>

0

County of Erie General Fund  
 Current Budget  
 As of January 31, 2014

DEPT NO	DEPT NAME	ORIGINAL 2014 BUDGET	2014 BUDGET CHANGES	CURRENT 2014 BUDGET
001000	CONCIL & ELECTIONS	1,403,139		1,403,139
001100	COUNTY CONTROLLER	316,843		316,843
001990	COUNTY EXECUTIVE	253,461		253,461
002010	COMM REL ECON DEV	970,313		970,313
002100	COUNTY SOLICITOR	166,161		166,161
002190	PERSONNEL	398,081		398,081
002300	FINANCE	4,180,763	6,873	4,187,636
002400	ADMIN/ OPERATIONS	5,218,625		5,218,625
002601	HUMAN SRVC SHARED	1		1
002700	OTH GEN GOVT	8,485,387		8,485,387
002810	COUNTY TECH DEPT	1,850,719	(358,776)	1,491,943
003000	COURTS	4,798,432	358,776	5,157,208
003100	MDJ'S	2,710,565		2,710,565
003200	CLK RECORD	2,822,804		2,822,804
003290	SHERIFF	3,098,745		3,098,745
003390	DISTRICT ATTY	3,395,509	(16,885)	3,378,624
003500	CORONER	640,993		640,993
003600	PUBLIC DEFENDER	1,366,126		1,366,126
004000	ADULT PROBATION	5,274,553		5,274,553
004100	CORRECTIONS	16,888,253		16,888,253
004190	JUVENILE PROBATION	3,239,949		3,239,949
005200	VETERANS AFFAIR	227,810		227,810
009000	GRANTS TO ORGANZ	91,000		91,000
020000	TRANSFERS	25,270,702	1,053,070	26,323,772
	Total	93,068,934	1,043,058	94,111,992

**County of Erie  
 Comparison of Change in Monthly General Fund  
 Fund Balance Appropriated for the Years  
 2014 and 2013**

**Change in appropriated General Fund fund balance as follows:**

<u>Month</u>	<u>2014</u>	<u>2013</u>
January	10,012	(76,273)
February		(151,523)
March		(21,192)
April		(37,102)
May		0
June		(59,588)
July		(3,410)
August		0
September		(67,580)
October		(28,000)
November		(120,836)
December		(162,096)
<b>Total Change in Appropriated Fund Balance Year to Date</b>	<b>10,012</b>	<b>(727,600)</b>