

FINANCE AGENDA

Erie County Council

www.eriecountygov.org



Jay Breneman, Chairman
Dr. Kyle Foust, Vice Chairman
Edward T. DiMattio, Jr.
Phil Fatica
André R. Horton
Fiore Leone

4:00 p.m.
Room 114A

October 29, 2015

1. Ordinance Number 102, 2015, "First 2015 Debt Service Fund Budget Supplemental Appropriation Of \$19,516,355 And Creation Of Line Items For Bond Issue Proceeds" (FR 10-20-15) **Page 3**
2. Ordinance Number 103, 2015, "Seventh 2015 Capital Projects Fund Budget Supplemental Appropriation Of \$19,407,317 And Creation Of Line Item For Next Generation Public Radio Project" (FR 10-20-15) **Page 8**
3. Ordinance Number , 2015, "2016 General Fund Budget" **Page 11**
4. Ordinance Number , 2015, "2016 Debt Service Fund Budget" **Page 12**
5. Ordinance Number , 2015, "2016 Employee Fringe Benefit Fund Budget" **Page 13**
6. Ordinance Number , 2015, "2016 Health Choices Fund Budget" **Page 14**
7. Ordinance Number , 2015, "2016 Mental Health/Intellectual Disabilities Fund Budget" **Page 15**
8. Ordinance Number , 2015, "2016 Drug and Alcohol Fund Budget" **Page 16**
9. Ordinance Number , 2015, "2016 Children and Youth Services Fund Budget" **Page 17**
10. Ordinance Number , 2015, "2016 Domestic Relations Fund Budget" **Page 18**
11. Ordinance Number , 2015, "2016 Planning Fund Budget" **Page 19**
12. Ordinance Number , 2015, "2016 Library Fund Budget" **Page 20**
13. Ordinance Number , 2015, "2016 Public Health Fund Budget" **Page 21**
14. Ordinance Number , 2015, "2016 Public Safety Fund Budget" **Page 22**
15. Ordinance Number , 2015, "2016 Gaming Fund Budget" **Page 23**
16. Ordinance Number , 2015, "2016 Liquid Fuels Fund Budget" **Page 24**
17. Ordinance Number , 2015, "2016 Pleasant Ridge Manor Fund Budget" **Page 25**
18. Ordinance Number , 2015, "2016 Pleasant Ridge Manor Depreciation Reserve Fund Budget" **Page 26**
19. Ordinance Number , 2015, "2016 Erie County Care Management Budget" **Page 27**

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20. Ordinance Number , 2015, "2016 Real Estate Tax Levy" **Page 28**
21. Ordinance Number , 2015, "2015 IT Fund Budget Revised Revenue & Expenditures Of \$10,000 And Creation Of *Computer Equipment & Software* Line Items" **Page 29**
22. Ordinance Number , 2015, "2015 General Fund Budget Supplemental Appropriation Of \$6,000 For Additional Professional Fees Required For County Borrowing" **Page 32**
23. Ordinance Number , 2015, "2015 General Fund Budget Supplemental Appropriation Of \$15,127 From Release Of Restricted Fund Balance From Divorce Masters Bureau" **Page 34**
24. Ordinance Number , 2015, "Authorizing The Issuance Of A Tax-Exempt Revenue Anticipation Drawdown Note In A Principal Amount Of Thirty Million Dollars (\$30,000,000); Providing For The Issuance Date, Interest Rate, Maturity Date, Payment And Place Of Payment In Respect Of The Note; Accepting The Proposal Attached Hereto From The Financial Institution Or Entity Named Therein For The Purchase Of The Note; Naming A Sinking Fund Depository/Paying Agent; Authorizing The Authorized Officers Of The County To Execute And Deliver The Note And Certain Other Documents And Certificates In Connection Therewith; Authorizing And Directing The Preparation, Certification And Filing Of The Necessary Documents With The Department Of Community And Economic Development Of The Commonwealth Of Pennsylvania; Setting Forth A Form Of This Note" **Page 38**
25. Ordinance Number , 2015, "Authorizing The Incurring Of Non-Electoral Debt To Finance The Cost Of The Refunding Of The County's Revenue Anticipation Note, Series Of 2015 By The Issuance Of A General Obligation Note In The Amount Not To Exceed Thirty Million Dollars (\$30,000,000); Establishing The Form And Terms Of The Note; Covenanting To Pay Debt Service On The Note And Pledging The Full Faith, Credit And Taxing Power To The Extent Permitted By Law For The Payment Thereof; Authorizing The Execution Sale And Delivery Of The Note And The Preparation And Filing Of A Debt Statement, Borrowing Base Certificate, And A transcript Of The Proceedings For The Issuance Of The Note; Establishing A Sinking Fund; Appointing A Sinking Fund Depository; Awarding The Sale Of The Note To The Purchaser Thereof; Fixing The Form, Interest Rate, Maturity, Redemption And Other Provisions For The Payment Thereof; Directing Certain Actions Of Officers Setting Forth Covenants, And Repealing Conflicting Ordinances" **Page 45**
26. Resolution Number , 2015, "Approving A Three Year Contract Between The County Of Erie And Waste Management Inc." **Page 51**
27. Resolution Number , 2015, "Exonerating Taxes On One Abandoned Trailer/Property #37-025-088.0-015.54 In The North East School District And North East Township" **Page 71**
28. Analysis of General Fund Unassigned Fund Balance. **Page 75**

ORDINANCE NUMBER 102, 2015

**First 2015 Debt Service Fund Budget Supplemental Appropriation Of \$19,516,355
And Creation of Line Items For Bond Issue Proceeds**

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; certified by the County Executive that the supplemental appropriation of \$19,516,355 and creation of new line items in the 2015 Debt Service Fund Budget, for ***Bond Issue Proceeds***, 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

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

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 \$19,516,355 which are available for supplemental appropriation for 2015 Bond Issue Proceeds and Creation of Line Items.

Gary N. Lee
Gary N. Lee for Kathy Dahlkemper,
County Executive

10/15/15
Date

**Exhibit A
 2015 Debt Service Fund Budget
 Supplemental Appropriation of \$19,516,355
 for 2015 Bond Issue Proceeds and
 Creation of Line Items**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Bond Premium	004-019640-098650*	(2,136,355)
Bond Proceeds	004-019640-097000*	(17,380,000)
Total Revenue		<u>(19,516,355)</u>
<u>Total Expenditures</u>		
Bond Issue Costs	004-019640-002400*	109,038
Transfer to Capital Projects Fund	004-019640-008800*	19,407,317
Total Expenditures		<u>19,516,355</u>

*Denotes creation of a new line item

Post Sale Pricing Summary Prepared for:

County of Erie, Pennsylvania

\$17,380,000
General Obligation Bonds
Series of 2015

September 23, 2015

Peter Phillippi
Managing Director
602 808-5427
Peter.J.Phillippi@pjc.com

Brad Langner
Senior Vice President
303 405-0860
Bradley.G.Langner@pjc.com

Hy Le
Vice President
602 808-5417
Hy.Q.Le@pjc.com

Zachary Kiefer
Assistant Vice President
303 405-0880



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THE JOURNEY.® | PiperJaffray.

SOURCES AND USES OF FUNDS

ERIE COUNTY, PENNSYLVANIA
Series 2015 General Obligation Bonds
(Next Generation Radio System)
Series 2015
Final Pricing

Dated Date Sep 23, 2015
Delivery Date Sep 23, 2015

Sources:

Bond Proceeds:	
Par Amount	17,380,000.00
Net Premium	2,136,353.95
	<hr/>
	19,516,353.95

Uses:

Project Fund Deposits:	
Project Fund	19,407,316.45
Delivery Date Expenses:	
Cost of Issuance	73,605.00
Underwriter's Discount	35,432.50
	<hr/>
	109,037.50
	<hr/>
	19,516,353.95

ORDINANCE NUMBER 103, 2015

**Seventh 2015 Capital Projects Fund Budget Supplemental Appropriation Of
\$19,407,317 And Creation of Line Item For Next Generation Public Radio 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 7 of the Erie County Home Rule Charter; certified by the County Executive that a supplemental appropriation of \$19,407,317 and the creation of a new line item in the 2015 Capital Projects Fund Budget, for Next Generation Public Radio 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

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

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 \$19,407,317 which are available for supplemental appropriation for creation of a new line item for Next Generation Public Radio Project.

Gary N. Lee
Gary N. Lee for Kathy Dahlkemper,
County Executive

10/15/15
Date

**Exhibit A
 2015 Capital Projects Fund Budget
 Supplemental Appropriation of \$19,407,317
 and Creation of New Line Item For Next
 Generation Public Radio Project**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Transfer from Debt Service	080-081121-099040*	(19,407,317)
Total Revenue		<u><u>(19,407,317)</u></u>
<u>Total Expenditures</u>		
Public Radio Project	080-081121-004060	19,407,317
Total Expenditures		<u><u>19,407,317</u></u>

*Denotes creation of a new line item

ORDINANCE NUMBER . 2015

2016 General Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the General Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$97,395,832.

BE IT FURTHER ENACTED by the County Council of the County of Erie, pursuant to Section 5A(1-3) of the Personnel Code for the County of Erie, that the appropriations for salaries in this ordinance are made in accordance with the 2016 Countywide Pay Plan. This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER , 2015

2016 Debt Service Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the Debt Service Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$10,517,676.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER _____, 2015

2016 Employee Fringe Benefit Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the Employee Fringe Benefit Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$30,842,087

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER , 2015

2016 Health Choices Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the Health Choices Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$81,960,820.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER _____, 2015

2016 Mental Health/Intellectual Disabilities Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the Mental Health/Intellectual Disabilities Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$29,338,613.

BE IT FURTHER ENACTED by the County Council of the County of Erie, pursuant to Section 5A(1-3) of the Personnel Code for the County of Erie, that the appropriations for salaries in this ordinance are made in accordance with the 2016 Countywide Pay Plan. This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER , 2015

2016 Drug and Alcohol Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the Drug and Alcohol Fund Budget for calendar year January 1 through December 31, 2016 be and hereby is adopted in the total amount of \$5,580,235.

BE IT FURTHER ENACTED by the County Council of the County of Erie, pursuant to Section 5A(1-3) of the Personnel Code for the County of Erie, that the appropriations for salaries in this ordinance are made in accordance with the 2016 Countywide Pay Plan. This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Date: _____

Fiore Leone, Chairman

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Kathy Dahlkemper,
County Executive

Date: _____

Edward T. DiMattio, Jr.

Dr. Kyle Foust

André R. Horton

Carol J. Loll

ORDINANCE NUMBER _____, 2015

2016 Children and Youth Services Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the Children and Youth Services Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$67,524,219.

BE IT FURTHER ENACTED by the County Council of the County of Erie, pursuant to Section 5A(1-3) of the Personnel Code for the County of Erie, that the appropriations for salaries in this ordinance are made in accordance with the 2016 Countywide Pay Plan. This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER , 2015

2016 Domestic Relations Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the Domestic Relations Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$5,147,195.

BE IT FURTHER ENACTED by the County Council of the County of Erie, pursuant to Section 5A(1-3) of the Personnel Code for the County of Erie, that the appropriations for salaries in this ordinance are made in accordance with the 2016 Countywide Pay Plan. This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER , 2015

2016 Planning Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the Planning Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$5,808,232.

BE IT FURTHER ENACTED by the County Council of the County of Erie, pursuant to Section 5A(1-3) of the Personnel Code for the County of Erie, that the appropriations for salaries in this ordinance are made in accordance with the 2016 Countywide Pay Plan. This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER , 2015

2016 Library Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the Library Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$6,890,219.

BE IT FURTHER ENACTED by the County Council of the County of Erie, pursuant to Section 5A(1-3) of the Personnel Code for the County of Erie, that the appropriations for salaries in this ordinance are made in accordance with the 2016 Countywide Pay Plan. This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER , 2015

2016 Public Health Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the Public Health Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$6,486,179.

BE IT FURTHER ENACTED by the County Council of the County of Erie, pursuant to Section 5A(1-3) of the Personnel Code for the County of Erie, that the appropriations for salaries in this ordinance are made in accordance with the 2016 Countywide Pay Plan. This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Date: _____

Fiore Leone, Chairman

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Kathy Dahlkemper,
County Executive

Date: _____

Edward T. DiMattio, Jr.

Dr. Kyle Foust

André R. Horton

Carol J. Loll

ORDINANCE NUMBER , 2015

2016 Public Safety Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the Public Safety Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$7,005,305.

BE IT FURTHER ENACTED by the County Council of the County of Erie, pursuant to Section 5A(1-3) of the Personnel Code for the County of Erie, that the appropriations for salaries in this ordinance are made in accordance with the 2016 Countywide Pay Plan. This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER _____, 2015

2016 Gaming Fund Budget

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 1C(1), 3B(2)(g) and 3C(1) and Article VII, Sections 3 through 6 of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie that the Gaming Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$11,275,924.

BE IT FURTHER ENACTED by the County Council of the County of Erie, pursuant to Section 5A(1-3) of the Personnel Code for the County of Erie, that the appropriations for salaries in this ordinance are made in accordance with the 2016 Countywide Pay Plan. This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Date: _____

Fiore Leone, Chairman

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Kathy Dahlkemper,
County Executive

Date: _____

Edward T. DiMattio, Jr.

Dr. Kyle Foust

André R. Horton

Carol J. Loll

ORDINANCE NUMBER , 2015

2016 Liquid Fuels Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie, that the Liquid Fuels Fund Budget for calendar year January 1 through December 31, 2016 be and hereby is adopted in the total amount of \$900,100.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date:_____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date:_____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER , 2015

2016 Pleasant Ridge Manor Depreciation Reserve Fund Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(2)(g), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, and Resolution Number 50, 1982, outlining uniform budget and reporting standards for the County of Erie; Resolution Number 109, 1981, regarding intra-departmental transfers in the Pleasant Ridge Manor (Geriatric Center) Fund Budget and requiring Council approval for any actions in the Pleasant Ridge Manor (Geriatric Center) Fund Budget that would incur future financial obligations on the part of the County of Erie; Resolution Number 81, 1981, regarding timely submission of the Pleasant Ridge Manor (Geriatric Center) Fund Budget; Resolution Number 26, 1980, regarding approved changes to the Pleasant Ridge Manor (Geriatric Center) Articles of Incorporation for submission of the operating and capital budget, monthly financial statements, and all other financial records and outlining internal and annual audit requirements; Resolution Number 22A, 1980, vesting in Erie County the full and entire right of control of the financial affairs of the Pleasant Ridge Manor (Geriatric Center); and all other resolutions and ordinances adopted heretofore incorporating the Pleasant Ridge Manor (Geriatric Center), that the Pleasant Ridge Manor (Geriatric Center) Depreciation Reserve Fund Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$845,986.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER , 2015

2016 Erie County Care Management Budget

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(1), 3B(1) of the Home Rule Charter for the County of Erie, and the Bylaws of Erie County Care Management, Inc. that the Erie County Care Management Budget for calendar year January 1 through December 31, 2016, be and hereby is adopted in the total amount of \$12,996,358.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Date: _____

Fiore Leone, Chairman

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Kathy Dahlkemper,
County Executive

Date: _____

Edward T. DiMattio, Jr.

Dr. Kyle Foust

André R. Horton

Carol J. Loll

ORDINANCE NUMBER , 2015

2016 Real Estate Tax Levy

BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 1C(4), 3B(2)(d), and 3C(1) and Article VIII, Sections 3 through 6, of the Home Rule Charter for the County of Erie, that the real estate tax for calendar year January 1 through December 31, 2016, is hereby levied at the rate of 5.38 mils on each dollar of assessed value, or at the rate of \$.538 on each one hundred dollars of assessed value thereof.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

ORDINANCE NUMBER . 2015

**2015 IT Fund Budget Revised Revenue & Expenditures Of \$10,000 And Creation Of
Computer Equipment & Software Line Items**

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 revised revenues and expenditures of \$10,000 and the creation of *Computer Equipment* and *Software* line items in the 2015 IT Fund Budget 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: _____

Fiore Leone, Chairman

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Kathy Dahlkemper,
County Executive

Date: _____

Edward T. DiMattio, Jr.

Dr. Kyle Foust

André R. Horton

Carol J. Loll

**Exhibit A
 2015 IT Fund Budget
 Revised Revenue and Expenditures
 of \$10,000 and Creation of
 Computer Equipment and Software
 Line Items**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Expenditures</u>		
Computer Supplies	001-002810-003090	(10,000)
Computer Equipment	001-002810-004050*	5,000
Computer Software	001-002810-004051*	5,000
 Total Expenditures		<u><u>0</u></u>

* Denotes creation of a new line item

To: Kathy Dahlkemper, County Executive
County Council Members

From: Erick Friedman Director of IT

Date: October 19, 2015

Subject: Rationale for Creation of Budget Lines

The attached Exhibit A reflects line item creations to the 2015 Information Technology Fund budget.

These line items need to be created in order to purchase IT hardware and software that meets accounting capitalization requirements.

Budget transfers will be used to transfer funds for these newly created line items.

There is **0.00** increase or decrease in County funds for this request.

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

ORDINANCE NUMBER . 2015

2015 General Fund Budget Supplemental Appropriation Of \$6,000 For
Additional Professional Fees Required For County Borrowing

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 2015 General Fund Budget supplemental appropriation of \$6,000, to be used for Professional Fees required for County borrowing, 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

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

**Exhibit A
 2015 General Fund Budget
 Supplemental Appropriation of \$6,000
 For Additional Professional Fees
 Required For County Borrowing**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Fund Balance Appropriated	001-000990-099500	(6,000)
Total Revenue		<u>(6,000)</u>
<u>Total Expenditures</u>		
Professional Fees	001-002740-002520	6,000
Total Expenditures		<u>6,000</u>

ORDINANCE NUMBER , 2015

**2015 General Fund Budget Supplemental Appropriation Of \$15,127 From
Release Of Restricted Fund Balance From Divorce Masters Bureau**

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 2015 General Fund Budget supplemental appropriation of \$15,127 from the release of Restricted Fund Balance in Divorce Masters Bureau, 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

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

**Exhibit A
 2015 General Fund Budget
 Supplemental Appropriation of \$15,127
 For Release of Divorce Masters Restricted
 Fund Balance to Assist Prothonotary
 in Advertising for Purge of Civil Cases**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Restricted Fund Balance Appropriated	001-000990-099500	(15,127)
Total Revenue		<u>(15,127)</u>
<u>Total Expenditures</u>		
Divorce Masters	001-003020-002820	15,127
Total Expenditures		<u>15,127</u>



PETER E. FREED
District Court Administrator
(814) 451-6295
pfreed@eriecountygov.org

Erie County Court of Common Pleas
Sixth Judicial District
OFFICE OF COURT ADMINISTRATION
140 West Sixth Street, Room 210
Erie, PA 16501-1030

JULIA E BAGNONI, ESQ
Deputy Court Administrator
(814) 451-6305

REBECCA L. HUMPHREY, ESQ
Deputy Court Administrator
(814) 451-6251

FAX # 451-6223
TDD # 451-6237

MEMORANDUM

TO: James Sparber, Director of Finance
Sue Ellen Pasquale, Manager of Accounting

FROM: Peter E. Freed *PEF*
District Court Administrator

SUBJECT: Divorce Master Fund Balance

DATE: October 16, 2015

President Judge Shad Connelly has authorized the expenditure of \$15,126~~7~~.25 from the Divorce Master Fund to assist the Prothonotary for payment of the advertising necessary to implement an administrative purge of civil cases without docket activity for over two years. We are undertaking this task at the request of the Supreme Court of Pennsylvania in order to help control the size of the Erie County civil docket.

Please prepare an ordinance for County Council to effectuate the above. This utilization of the Divorce Master Fee Fund, for this purpose, has been approved by the President Judge.

If you should have any questions, please contact me.

cc: President Judge Shad Connelly
Kenneth Gamble, Clerk of Records

County of Erie - General Fund
 Restricted Fund Balance
 Fye 12/31/14 001-099000-029040

Balance in General Ledger @ 12/31/14 (12,250,027.73)

Aje#36 To adjust restricted fund balance @ 12/31/14 (95,794.21)

Aje#19 To transfer the balance of Deeds to County Record Improvement 0.00

Adjusted Balance @ 12/31/14 (12,345,821.94)

Balance Consists Of: (12,345,821.94)

Supervision Fees 11,000,000.00

Balance @ 12/31/14 (227,756.51) (1,345,821.94)

Change @ 12/31/14 (34,218.63)

(261,975.14)

Deeds Record Improvement

Balance @ 12/31/14 (200,197.39)

Change @ 12/31/14 (59,458.32)

Transfer of Balance to County Record Improv 259,655.71

0.00

County Record Improvement

Balance @ 12/31/14 (110,373.23) As of 12/31/14, the unencumbered balance of this fund must be

Transfer of Balance from Deeds Improvemer (259,655.71) transferred over to the County Records Improvement Account -

Change @ 12/31/14 39,930.58 every 4 years per state statute.

(330,098.36)

Low Income Housing

Balance @ 12/31/14 (238,262.90)

Change @ 12/31/14 (9,925.95)

(248,188.85)

Clerk of Courts Automation Fees

Balance @ 12/31/14 (38,773.35)

Change @ 12/31/14 (10,711.40)

(49,484.75)

Prothonotary Automation Fees

Balance @ 12/31/14 (24,383.66)

Change @ 12/31/14 (6,157.77)

(30,541.43)

Divorce Masters Fees

Balance @ 12/31/14 (137,759.71)

Change @ 12/31/14 11,887.50

(125,872.21)

Wills Automation Fees

Balance @ 12/31/14 (69,198.29)

Change @ 12/31/14 2,311.52

(66,886.77)

Restitution Advocate

Balance @ 12/31/14 (58,381.76)

Change @ 12/31/14 (7,958.81)

(66,340.57)

Vital Statistics

Coroner's Office

Balance @ 12/31/14 (144,940.83)

Change @ 12/31/14 (21,482.93)

(166,433.76)

Investment in RDA

Balance @ 12/31/14 (8,000,000.10)

Change @ 12/31/12 0.00

(8,000,000.10)

Investment in ECGA

Balance @ 12/31/14 (3,000,000.00)

Change @ 12/31/12 0.00

(3,000,000.00)

COUNTY OF ERIE
(COMMONWEALTH OF PENNSYLVANIA)

NOTE ORDINANCE

Adopted November 2, 2015

ORDINANCE NO. 2015-_____

AUTHORIZING THE ISSUANCE OF A TAX-EXEMPT REVENUE ANTICIPATION DRAWDOWN NOTE IN A PRINCIPAL AMOUNT OF THIRTY MILLION DOLLARS (\$30,000,000); PROVIDING FOR THE ISSUANCE DATE, INTEREST RATE, MATURITY DATE, PAYMENT AND PLACE OF PAYMENT IN RESPECT OF THE NOTE; ACCEPTING THE PROPOSAL ATTACHED HERETO FROM THE FINANCIAL INSTITUTION OR ENTITY NAMED THEREIN FOR THE PURCHASE OF THE NOTE; NAMING A SINKING FUND DEPOSITORY/PAYING AGENT; AUTHORIZING THE AUTHORIZED OFFICERS OF THE COUNTY TO EXECUTE AND DELIVER THE NOTE AND CERTAIN OTHER DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AUTHORIZING AND DIRECTING THE PREPARATION, CERTIFICATION AND FILING OF THE NECESSARY DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT OF THE COMMONWEALTH OF PENNSYLVANIA; SETTING FORTH A FORM OF THIS NOTE.

WHEREAS, the County of Erie, Pennsylvania, (the "County") anticipates receiving revenues during the fiscal year ending December 31, 2015, which revenues are currently uncollected; and

WHEREAS, the County has estimated, on a monthly basis, its expected revenues and expenditures for the fiscal year ending December 31, 2015, and has determined that during a portion of such fiscal year it will experience a "cumulative cash flow deficit" as such phrase is defined in the regulations promulgated under Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the County has determined to borrow monies for the purpose of funding, in part, such cumulative cash flow deficit by issuing a drawdown note to be repaid from the anticipated revenues, all in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, Act 53 Pa. C. S., Chapters 80-82, as reenacted and amended (the "Debt Act"); and

WHEREAS, the County has received an acceptable proposal for the purchase of its Tax-Exempt Revenue Anticipation Drawdown Note, Series of 2015 (the "Note") as hereinafter described; and

WHEREAS, as required by Section 8126 of the Debt Act, officials of the County have heretofore made an estimate of the revenues remaining to be received during such fiscal year ending December 31, 2015, and, by their execution of a certificate with respect thereto dated this date, have certified to such estimate.

NOW THEREFORE, BE IT RESOLVED by the County Council of the County of Erie, Pennsylvania in lawful session duly assembled, as follows:

Section 1. For the reasons and purposes recited above, the County hereby exercises its power and authority to borrow money and authorizes the issuance and sale of its Note in the principal amount of

Thirty Million Dollars (\$30,000,000.00) in anticipation of the receipt of current revenues during the fiscal year ending December 31, 2015, such Note to be issued and delivered as hereinafter provided.

Section 2. The County Executive and County Clerk (the "Authorized Officers") are hereby authorized and directed, in the name and on behalf of the County, to prepare and file with the Department of Community and Economic Development of the Commonwealth of Pennsylvania a certified copy of this Ordinance, a certificate setting forth the revenues remaining to be received in the fiscal year ending December 31, 2015, and a true copy of the accepted Proposal (hereinafter defined) for the purchase of the Note, all as set forth in and required by Section 8128 of the Debt Act. The Authorized Officers are also hereby authorized and directed, in the name and on behalf of the County, to prepare and deliver to the Purchaser of the Note the certificate required by Section 8127 of the Debt Act relating to the total amount of the County's tax and revenue anticipation notes outstanding on the date of delivery of the Note, and to take any and all other action, and to execute and deliver any and all other documents and instruments as may be necessary, proper or desirable to effect the issuance and sale of the Note as contemplated herein. The certification made on the date of adoption of this Ordinance by the aforementioned officials of the County, relating to the amount of revenues remaining to be collected by the County in the fiscal year ending December 31, 2015, is hereby ratified and approved, and a copy is attached hereto as Exhibit "A."

Section 3. The Note shall be in registered form, without coupons, shall be pre-payable prior to maturity, shall be in the denomination of Thirty Million Dollars (\$30,000,000.00), shall be dated the date of issuance, shall bear interest at the rate of interest set forth in the Proposal from the date of delivery until maturity, shall mature December 31, 2015, and shall be payable as to principal and interest at the place and in the manner and be otherwise in substantially in the form set forth in the form of Note attached as Exhibit "B" hereto and the Proposal attached as Exhibit "C" hereto.

Section 4. Money will be advanced by the Purchaser upon receipt from the County of a requisition on a form acceptable to the Purchaser, signed by the County Treasurer or other designated officer.

Section 5. The Note, when issued, will be a general obligation of the County.

Section 6. The Note shall be executed by the Authorized Officers and shall have the seal of the County affixed thereto. The Authorized Officers are further authorized and directed to deliver the Note to the Purchaser hereinafter named upon the terms and conditions hereinafter provided and to execute and deliver such other documents and instruments and to take such other action as may be necessary or appropriate to effect the issuance and sale of the Note in accordance with this Ordinance and the Debt Act.

Section 7. The Note, together with any other tax and revenue anticipation notes issued, or to be issued, by the County during the County's fiscal year ending on December 31, 2015, shall, upon issuance thereof, be equally and ratably secured by a pledge of, security interest in, and a lien and charge on, the taxes and other revenues to be received by the County during the period when the Note is outstanding; and the Authorized Officers are hereby authorized and directed to prepare and file, or to have filed, such financing statements as may be necessary to fully perfect such pledge, security interest, lien and charge pursuant to the Pennsylvania Uniform Commercial Code and Section 8125 of the Debt Act.

Section 8. The County hereby covenants that it will not make any use of the proceeds of the Note or do or suffer any other action which, if such use or action had been reasonably expected on the date of issuance of the Note, would cause the Note to be an "arbitrage bond" or a "private activity bond" as such terms are defined in Section 148 or Section 141 of the Code and the regulations applicable thereto, and further covenants that it will comply with Section 148 and Section 141 of the Code, and with any

regulations applicable thereto, throughout the term of the Note, including without limitation, any requirements relating to a rebate of certain excess earnings pursuant to Section 148(f) of the Code of any regulations applicable thereto now existing or promulgated hereafter. In connection therewith, the Authorized Officers are hereby authorized and directed to execute and to deliver, in the name and on behalf of the County, any and all documents or other instruments which the county solicitor may reasonably request to provide his opinion that the Note is not an "arbitrage bond" or a "private activity bond" within the meaning of Section 148 and Section 141 of the Code and the regulations applicable thereto.

Section 9. The formal proposal (the "Proposal") of the lender identified therein (the "Purchaser") presented to the Authorized Officers is attached hereto as Exhibit "C", is hereby accepted, and the Note is hereby awarded to the Purchaser at a private sale for the purchase price of Thirty Million Dollars (\$30,000,000.00). The terms of the Proposal are incorporated herein by reference with the same effect as if set forth in full at this place. The Authorized Officers are hereby authorized and directed to accept the Proposal in the name of and on behalf of the County by executing the County's acceptance on an original copy of the Proposal, to deliver a copy of the same to the Purchaser and to file the original with the records of the County. The Authorized Officers are hereby authorized to deliver the Note to the Purchaser, and upon compliance with all conditions precedent to such delivery as required by the Debt Act, this Ordinance and the Proposal; and such Authorized Officers are hereby authorized and directed to prepare, verify and deliver to the Purchaser concurrently with the delivery of the Note, the Certificate required by Section 8127 of the Debt Act, a copy of which certificate shall be retained with the records of the County until all revenue anticipation notes issued by the County during the fiscal year ending on December 31, 2015, shall have been paid in full.

Section 10. The form of the Note shall be substantially as set forth and attached hereto as Exhibit "B," which form is hereby incorporated by reference and adopted as if fully recited at length herein and said form is hereby approved by the Authorized Officers.

Section 11. The County Treasurer or other designated officer of the County is hereby authorized and directed to make monthly payments of interest as required by the terms of the Note, and payment of the principal no later than the date of final maturity thereof.

Section 12. The law firm of MacDonald Illig Jones & Britton LLP shall act as appointed note counsel in connection with the issuance and sale of the Note.

Section 13. The County Treasurer or other designated officer of the County is hereby authorized and directed to pay at, or subsequent to, the closing for the issuance of the Note, all costs and expense of the issuance incurred by or on behalf of the County, or required to be paid by the County, all in accordance with the provisions of the Purchaser's proposal.

DULY ADOPTED, THIS 2ND DAY OF NOVEMBER, 2015, BY THE AUTHORIZED OFFICERS OF THE COUNTY OF ERIE, PENNSYLVANIA, IN LAWFUL REGULAR SESSION DULY ASSEMBLED.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO NOTE ORDINANCE]

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and affixed the seal of the County of Erie, Pennsylvania, this 2nd day of November, 2015.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

EXHIBIT "A"

CERTIFICATE AS TO COLLECTIONS AND EXPENDITURES

EXHIBIT "B"
FORM OF NOTE

EXHIBIT "C"

PROPOSAL TO PURCHASE

COUNTY OF ERIE
(COMMONWEALTH OF PENNSYLVANIA)

NOTE ORDINANCE

Adopted November 2, 2015

ORDINANCE NO. 2015-_____

**FORMAL ACTION CONSTITUTING A DEBT ORDINANCE
UNDER THE LOCAL GOVERNMENT UNIT DEBT ACT**

AN ORDINANCE AUTHORIZING THE INCURRING OF NON-ELECTORAL DEBT TO FINANCE THE COST OF THE REFUNDING OF THE COUNTY'S REVENUE ANTICIPATION NOTE, SERIES OF 2015 BY THE ISSUANCE OF A GENERAL OBLIGATION NOTE IN THE AMOUNT NOT TO EXCEED THIRTY MILLION DOLLARS (\$30,000,000); ESTABLISHING THE FORM AND TERMS OF THE NOTE; COVENANTING TO PAY DEBT SERVICE ON THE NOTE AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER TO THE EXTENT PERMITTED BY LAW FOR THE PAYMENT THEREOF; AUTHORIZING THE EXECUTION SALE AND DELIVERY OF THE NOTE AND THE PREPARATION AND FILING OF A DEBT STATEMENT, BORROWING BASE CERTIFICATE, AND A TRANSCRIPT OF THE PROCEEDINGS FOR THE ISSUANCE OF THE NOTE; ESTABLISHING A SINKING FUND; APPOINTING A SINKING FUND DEPOSITORY; AWARDED THE SALE OF THE NOTE TO THE PURCHASER THEREOF; FIXING THE FORM, INTEREST RATE, MATURITY, REDEMPTION AND OTHER PROVISIONS FOR THE PAYMENT THEREOF; DIRECTING CERTAIN ACTIONS OF OFFICERS SETTING FORTH COVENANTS, AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, the County of Erie, (the "County") deems it advisable to borrow an amount not to exceed the amount shown above, pursuant to the Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L.1158, No. 177), constituting Title 53, Subpart B, Part VII of the Pennsylvania Consolidated Statutes, as amended (53 Pa. C. S. §8001 et. seq.), (the "Act") in order to undertake the Project, hereinafter defined; and

WHEREAS, the County Council of the County (the "Governing Body"), after due consideration of the public welfare and with full legal competence pursuant to its enabling legislation, has determined to undertake the Project hereinafter described; and

WHEREAS, the incurrence of such indebtedness is governed by the provisions of the Act, with which this Debt Ordinance and all related proceedings of the County and all duly authorized actions of its officers are intended to comply;

WHEREAS, the County proposes to incur non-electoral debt by the issuance of its general obligation note (the "Note") to finance all or part of: (1) the refunding, in order to extend the maturity to a date permissible under Section 8243(a) of the Act, of the \$30,000,000 outstanding amount of the County's Revenue Anticipation Note, Series of 2015 (the "Prior Note"), the proceeds of which were used to fund the County's cash flow deficit occasioned by the failure of the Commonwealth of Pennsylvania to adopt a 2015-2016 budget and make anticipated payments to the County thereunder, and (2) paying all costs and expenses incurred by the County in connection with the issuance and sale of the Note (the "Project"); and

WHEREAS, First National Bank of Pennsylvania (the "Purchaser") presented a Proposal Letter to purchase the Note, attached hereto as Exhibit B; and

WHEREAS, the proposed increase of debt, together with its non-electoral indebtedness and its lease rental indebtedness, if any, presently outstanding, will not cause the limitation of the County debt incurring power, pursuant to constitutional and statutory authority to be exceeded.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the affirmative vote of a majority of all members of the Governing Body County as follows:

SECTION 1. The County hereby determines to incur non-electoral debt in accordance with the Act by the issuance of its General Obligation Note, Series of 2015 in the aggregate principal amount not to exceed \$30,000,000 in substantially the form as set forth and attached hereto as Exhibit A. The proceeds of the Note will be used to pay "costs" of the Project (within the meaning of the Act) not to exceed \$30,000,000. The Note will be dated the date of delivery, will bear interest at the rate and will be payable, be subject to redemption and will mature on the dates shown on the form of the Note attached hereto as Exhibit A.

SECTION 2. The Note shall be in fully registered form, shall be dated the date of the execution and delivery thereof and shall bear interest from the date of the Note on the unpaid balance of principal, with the entire amount of principal and all accrued interest payable at the maturity of the Note on March 1, 2016. Amounts outstanding under the Note shall bear interest at a fully fluctuating tax-free rate per annum equal to 67% of the sum of (A) LIBOR as it may exist from time to time plus (B) one hundred seventy-five (150) basis points (1.50%). The annual interest rate shall be calculated on the basis of a 360-day year by multiplying the interest rate in effect under the Note by a fraction, the numerator of which is the actual number of days the principal sum is outstanding and the denominator of which is 360. The Note may be prepaid in whole or in part at any time without payment of a premium or penalty.

The principal of and interest on the Note shall be payable at the designated office of the sinking fund depository, First National Bank of Pennsylvania (the "Sinking Fund Depository"), Erie, Pennsylvania in any coin or currency of the United States of America which, at the respective times of payment, is legal tender for payment of public and private debts.

SECTION 3. The Note is hereby declared to be a general obligation of the County pursuant to the Act. The County hereby covenants that it shall include the amount of the debt service on the Note 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; shall duly and punctually pay or cause to be paid the principal of the Note and the interest thereon at the dates and place and in the manner stated in the Note according to the true intent and meaning thereof; and for such proper budgeting, appropriation, and payment, the full faith, credit and taxing power of the County are hereby irrevocable pledged, which taxing power presently includes the power to levy ad valorem taxes, to the extent permitted by law, on all taxable properties within the County as to rate of amount for such purposes.

SECTION 4. The Note shall be executed in the name and under the corporate seal of the County by the County Executive and attested to by the County Clerk of the County (the "Designated Officers"). The Designated Officers of the County are hereby authorized and directed to deliver the Note to the Purchaser as purchaser, and receive payment therefore on behalf of the County. The Designated Officers are authorized and directed to prepare, verify and file with the Pennsylvania Department of Community and Economic Development, in accordance with the Act, a transcript of the proceedings relating to the issuance of the Note, including the Debt Statement required by Section 8110 of the Act and a Borrowing

Base Certificate and to take other necessary action. The Designated Officers of the County are authorized and directed to execute and deliver such documents and to do and perform all acts, necessary and proper for the issuance that may be required for the sale and delivery of the Note.

The Designated Officers are hereby authorized and directed to establish with the Sinking Fund Depository, in the name of the County, a one-day demand deposit account to facilitate the settlement of the Note, designated the "Clearing Fund". The principal amount of the Note ("Purchase Price") shall be deposited into the Clearing Fund immediately upon receipt and the Designated Officers are, hereby authorized and directed to transfer and invest funds, to pay all necessary, usual and proper costs of issuance of the Note, to execute and deliver documents and to do all other acts, upon advice of Bond Counsel or Solicitor, that are reasonable and necessary to ensure a satisfactory settlement of the sale of the Note and a proper application of the proceeds of the Note to the Project.

SECTION 5. First National Bank of Pennsylvania is hereby designated as the Sinking Fund Depository for the Note, and there is hereby created and established a Sinking Fund, to be known as the "General Obligation Note Sinking Fund" for the payment of the principal of and interest on the Note. The County shall deposit into the Sinking Fund, which shall be maintained until the Note is paid in full, sufficient amount for payment of principal of the interest on the Note no later than the day prior to the date upon which such payments shall become due. The Sinking Fund Depository shall, as and when said payments are due, without further action by the County, withdraw available monies in the Sinking fund and apply said monies to the applicable payment of the principal of and/or interest on the Note.

The County will cause First National Bank of Pennsylvania to keep, in its capacity as Registrar, a register in which, subject to reasonable regulations, the County will provide for the registration of the Note and the registration of transfers and exchanges of the Note.

SECTION 6. The County Executive and the County Clerk of the County are hereby authorized to contract with First National Bank of Pennsylvania for its services as Sinking Fund Depository for the Note and paying agent for the same.

SECTION 7. The County hereby finds that a private sale of the Note by negotiation is in the best financial interest of the County. The proposal to purchase the submitted to the County by the Purchaser, pursuant to its Proposal Letter dated as of November __, 2015, (the "Proposal") is hereby approved and accepted. The Note is approved and shall be awarded, issued and sold upon a negotiated sale to the Purchaser at the principal amount thereof in accordance with said Proposal, provided that the proceedings have been approved by the Department of Community and Economic Development as such approval is required under the provisions of the Act.

SECTION 8. The County shall cause books for the registration and transfer of the Note to be kept with the Sinking Fund Depository and hereby appoints the Sinking Fund Depository its registrar and transfer agent to keep such books and to make such registrations and transfers under such reasonable regulations as the County or the Sinking Fund Depository may prescribe.

Upon surrender for transfer of the Note, the County shall execute and the Sinking Fund Depository shall deliver in the name of the transferee or transferees a new Note. In lieu of the delivery of a new Note, the Sinking Fund Depository may deliver to the transferee the Note surrendered for transfer. The Note shall not be subdivided and no transfer of the Note will be effective until entered on the Note registry books of the County. No service charge shall be made for any transfer or registration of the Note, but the County may require payment of a sum sufficient to pay any tax or other governmental charge that may be imposed in relation thereto.

SECTION 9. The County covenants that (a) any decrease in the County's general obligation rating shall constitute an event of default under the Note; and (b) the County will adopt an annual budget as required by law and will furnish to the Purchaser a copy of each budget at the written request of the Purchaser.

SECTION 10. The County hereby covenants that it will not make any use of the proceeds of the Note or do or suffer any other action which, if such use or action had been reasonably expected on the date of issuance of the Note, would cause the Note to be an "arbitrage bond" or a "private activity bond" as such terms are defined in Section 148 or Section 141 of the Code and the regulations applicable thereto, and further covenants that it will comply with Section 148 and Section 141 of the Code, and with any regulations applicable thereto, throughout the term of the Note, including without limitation, any requirements relating to a rebate of certain excess earnings pursuant to Section 148(f) of the Code of any regulations applicable thereto now existing or promulgated hereafter. In connection therewith, the Designated Officers are hereby authorized and directed to execute and to deliver, in the name and on behalf of the County, any and all documents or other instruments which the county solicitor may reasonably request to provide his opinion that the Note is not an "arbitrage bond" or a "private activity bond" within the meaning of Section 148 and Section 141 of the Code and the regulations applicable thereto.

SECTION 11. The County hereby represents that is a governmental unit with general taxing powers to the extent permitted by law;

SECTION 12. The action of the proper officers and the advertising of a summary of this Ordinance as required by law in the Erie Times News, a newspaper of general circulation, is ratified and confirmed. The advertisement in said paper of the enactment of the Ordinance is hereby directed within fifteen (15) days following the day of final enactment.

SECTION 13. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

On the motion of _____, seconded by _____, this Ordinance was duly adopted on this 2nd day of November, 2015, by a vote of _____ to _____.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO NOTE ORDINANCE]

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and affixed the seal of the County of Erie, Pennsylvania, this 2nd day of November, 2015.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

1461827

EXHIBIT A
FORM OF NOTE

EXHIBIT B
PURCHASE PROPOSAL

RESOLUTION NUMBER , 2015

**APPROVING A THREE YEAR CONTRACT BETWEEN THE COUNTY OF ERIE
AND WASTE MANAGEMENT INC**

WHEREAS, the County of Erie seeks a three year contract with Waste Management Inc. for proper collection, processing and marketing of recyclables from three county drop-off sites; and

WHEREAS, the cost will be \$285,540.48 over three years; from November 1, 2015 through October 31, 2018; and

WHEREAS, the agreement between the aforementioned parties contains two (1) year renewal options, not to exceed \$100,976 each year; and

WHEREAS, Erie County covers the cost of this contract utilizing Act 101 Land Host Fees paid by Lakeview Landfill to the Erie County Recycling Program.

RESOLVED, THE COUNTY COUNCIL OF ERIE COUNTY avers its approval of a three year contract between the County of Erie and Waste Management Inc.; attached hereto as Exhibit A.

On the motion of _____, seconded by _____, this resolution was passed on this ____ day of _____, 2015 by a vote of ____ to ____.

APPROVED BY:

Fiore Leone, Chairman
Erie County Council

Kathy Dahlkemper,
County Executive

Date: _____

ATTEST:

Douglas R. Smith
County Clerk

Date: _____



COUNTY OF ERIE

Department of Planning

Erie County Courthouse
140 West Sixth Street - Room 111
Erie, Pennsylvania 16501
Phone: (814) 451-6336
www.eriecountyplanning.org

Kathy Dahlkemper
County Executive

Katherine S Wyrosdick, AICP
Director

Memorandum

To: County Council

From: Brittany Prischak, Erie County Sustainability Coordinator

Date: October 22, 2015

Re: Approval of a Three-year Contract

I am requesting the approval of a three-year contract with Waste Management to provide services for the proper collection, processing and marketing of recyclables from three recycling drop-off sites.

The contract cost will be \$285,540.48 over the course of three years starting November 1, 2015 and ending on October 31, 2018. There are two (1 year) renewal options, not to exceed \$100,976.00 each year.

There are no matching funds required from Erie County; this contract is covered completely through Act 101 landfill host fees paid by the Lakeview Landfill to Erie County Recycling Program.

Brittany Prischak, Erie County Sustainability Coordinator
bprischak@eriecountypa.gov
814-451-6019

EXHIBIT A

RECYCLING COLLECTION, PROCESSING, AND MARKETING FROM ERIE COUNTY DROP-OFFS CONTRACT

There Erie County Recycling Program has sponsored single-stream recycling drop-off sites in the southern tier of the county for many years. These are to allow residents of Erie County easy access to recycling, specifically in those communities that do not offer curbside recycling. This contract is the continuation of that service. Only one company offered a proposal to the RFP and this was Waste Management, Inc. and we have decided to accept their proposal and award them this contract. Waste Management, Inc. was also the company that has the current contract ending on October 31st, 2015

Program Objectives and Goals:

- Operation of three (3) 24/7 single-stream recycling depot sites located at municipal and/or commercial sites.
- Use of 6 & 8-yd front load bins for placement of Recyclables by county residents.
- Single-stream collection, processing, and marketing of Recyclables by contractor from bins.
- Reporting of tonnages collected monthly to Erie County.
- Maintenance of safe and clean recycling sites.

Locations:

- Holy Trinity Lutheran Church
 - Albion Borough, 80 Third Avenue, Albion, PA
- Elgin Beaver Dam Fire Department
 - Elgin Borough, 17920 N Main St, Corry, PA
- Washington Township Municipal Building
 - Washington Township, 11800 Edinboro Rd, Edinboro, PA

Program Cost and Funding:

- This contract will cost \$285,540.48 over 3 years.
 - Two (1 year) renewal option
 - Additional fees could include change of services through additional pick-up days or recycling containers or the disposal of non-recyclable materials left at drop-off sites.
- There is no required county funding needed to offer this program.
- Completed funded through Act 101 Landfill host fees that are:
 - Paid to Erie County Recycling Program from the Lakeview Landfill
 - Based on the annual tonnage of solid waste disposed of at the landfill.

Contact:

- Brittany Prischak, Erie County Sustainability Coordinator
 - Planning Department
 - bprischak@eriecountypa.gov
 - 814-451-6019

AGREEMENT BETWEEN

THE COUNTY OF ERIE

AND

WASTE MANAGEMENT OF PENNSYLVANIA, Inc.

FOR

**SINGLE-STREAM COLLECTION, PROCESSING AND MARKETING of RECYCLABLES FROM
COUNTYWIDE DROP-OFF DEPOTS**

THIS AGREEMENT, made and entered into on October 26, 2015, between the County of Erie, acting through its Department of Planning, hereinafter referred to as the "COUNTY", and Waste Management, Inc., 625 Cherrington Parkway, Moon Township, PA, their heirs, executors, administrators, successors, or assigns, hereinafter referred to as the "CONTRACTOR".
WITNESSETH THAT:

WHEREAS, the COUNTY has determined that the work covered in the attached SCOPE OF SERVICES, which is part of this AGREEMENT, is consistent with its program and purpose; and

WHEREAS, the COUNTY wishes to obtain the services of the CONTRACTOR in connection with the Erie County Recycling Program as set forth in the attached SCOPE OF SERVICES.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

- 1.1 The CONTRACTOR, for and in consideration of the payment or payments specified in this AGREEMENT, shall perform all work and services, and furnish all equipment and materials not otherwise provided, as set forth in Exhibit A of this AGREEMENT, entitled "SCOPE OF SERVICES".

ARTICLE 2: TIME OF PERFORMANCE

- 2.1 The services of the CONTRACTOR are to commence on November 1, 2015 and shall be undertaken and completed in such a manner as to fulfill the purposes of this AGREEMENT. The CONTRACTOR shall complete all project activities by October 31, 2018.
- a. This contract has two (1 year) renewal options.
- 2.2 The CONTRACTOR agrees to monitor the progress of the services and work under this AGREEMENT to complete the services and work within the agreed upon time period.
- 2.3 The CONTRACTOR must initiate a request for a time extension and provide the justification for the time extension a minimum of sixty (60) days prior to the termination date of this AGREEMENT.

- 2.4 Approval of a request for a time extension under this AGREEMENT shall only be granted from an authorized COUNTY Representative. Individual copies of the time extension approval letter must be forwarded by the COUNTY within one (1) week of the date of the approval of the time extension.

ARTICLE 3: ACCEPTABLE DELAYS

Performance, hereunder, shall be within the time allotted, provided however, that neither the COUNTY nor the CONTRACTOR shall be held responsible for damages caused by delay or failure to perform hereunder when such delay or failure is due to fires, strikes, storms, floods, scarcity of fuel, governmental regulation or orders, legal acts of public authorities, acts of God or other acts which cannot reasonably be forecast or provided against.

ARTICLE 4: COMPENSATION

- 4.1 Total compensation under this AGREEMENT shall not exceed \$285,540.48.
- 4.2 The CONTRACTOR will adhere to the proposed budget breakdown within Exhibit B of this AGREEMENT, entitled "BUDGET INFORMATION", to the maximum extent practical. Any major deviation from the project budget contained therein shall require prior written approval of the COUNTY.
- 4.3 The CONTRACTOR shall not incur costs until a written notice to proceed has been issued by the COUNTY.
- 4.4 The CONTRACTOR shall not be eligible for and shall not request reimbursement from the COUNTY for any cost incurred under this AGREEMENT after the expiration date of this AGREEMENT.

ARTICLE 5: REPORTING ALLOWABLE COSTS / PAYMENT SCHEDULE

The COUNTY agrees to pay the CONTRACTOR in accordance with the following schedule for approved work performed under this AGREEMENT:

- 5.1 The CONTRACTOR shall submit all invoices seeking payment of sums due under this AGREEMENT to the Erie County Department of Planning, Erie County Courthouse, Room 111, 140 West 6th Street, Erie, PA 16501.
- 5.2 The CONTRACTOR shall submit invoices monthly no later than the tenth day of the calendar month, for all work performed the previous calendar month.
- 5.3 The CONTRACTOR shall invoice for actual expenditures by task in accordance with the SCOPE OF SERVICES, BUDGET INFORMATION and Exhibit C entitled "PROJECT COMPLETION SCHEDULE".
- 5.4 The CONTRACTOR shall submit to the COUNTY written monthly progress reports summarizing the work accomplished for that month, by task, in accordance with the SCOPE OF SERVICES, BUDGET INFORMATION and the PROJECT COMPLETION SCHEDULE.

5.5 The COUNTY will reimburse the CONTRACTOR for services rendered subject to the CONTRACTOR'S compliance with contractual requirements. The COUNTY will make every effort to pay each invoice within thirty (30) days following receipt of the invoice by the COUNTY.

ARTICLE 6: MAINTENANCE OF RECORDS

The CONTRACTOR shall maintain complete and accurate records with respect to allowable costs incurred and manpower expended under this AGREEMENT. All such records shall be maintained on the basis of generally accepted accounting principles and shall be clearly identified and readily accessible. The CONTRACTOR shall provide representatives of the COUNTY with access to such records on an as-needed basis.

Financial records, supporting documents, and all other records pertaining to the AGREEMENT shall be retained and be made available for audit for a period of three (3) years after final payment is made and the AGREEMENT has expired, and all other pending matters are resolved.

ARTICLE 7: RIGHT TO KNOW LAW

The CONTRACTOR hereby agrees that if the COUNTY receives a request under the act for records of the CONTRACTOR and the County Open Records Officer or Deputy determines that these records must be provided for COUNTY to comply with the act under this section the CONTRACTOR will supply these records to COUNTY so that they may be made available to the requestor for inspection and/or copying.

ARTICLE 8: SUNSHINE LAW

This AGREEMENT will be subject to all the provisions of the Sunshine Law, Act No. 84 of July 3, 1986.

ARTICLE 9: OWNERSHIP OF DATA

All data, including written materials, photographs, drawings, maps, graphics, or other information collected or created as part of this project effort, whether delivered under this AGREEMENT or not, shall be acquired on behalf of the COUNTY and shall be the property of the COUNTY.

All source, intermediate and final data/work products collected or created as part of this project effort, represent "work made for hire" and as such, the CONTRACTOR intending to be legally bound hereby assigns to the COUNTY any and all of its interest in the material produced and to be produced for this project and in the copyright thereon, together with the right to secure renewals, reissues, and extensions of the copyright. Such interest and right shall be held to the full end of the term for which the copyright on any renewal or extension thereof is or may be granted.

ARTICLE 10: COUNTY OBLIGATIONS

In addition to providing payment for the work, the COUNTY agrees to furnish the following support and assistance to the CONTRACTOR during the term of the AGREEMENT:

10.1 Familiarization with all pertinent information presently available to the COUNTY both in terms of existing data and current efforts.

- 10.2 A COUNTY staff project coordinator for the AGREEMENT will provide any needed information and guidance for the Work Requirements in the SCOPE OF SERVICES.
- 10.3 The County Sustainability Coordinator is designated as the Administrator and will be the primary contact for work performed by the Contractor, and will be consulted during all phases of program operation. The Contractor will contact the Administrator with any management or operational issues during the contract period.
- 10.4 The COUNTY shall make reasonable efforts to ensure that only Recyclables, as described in the scope of services, are brought to the Drop-off Depot Sites for delivery to CONTRACTOR's processing facility or other receiving site. The COUNTY will take reasonable steps to discourage the delivery of non-designated Recyclables and other materials through its public education and training campaign, which shall inform residents not to place such waste in with Recyclables.
- 10.5 The COUNTY shall or shall cause its agents, to carry out the program in a responsible and efficient manner. However, there is no guarantee or warranty made as to levels of participation or compliance with applicable laws by persons from whom the county collects Recyclables neither at the Drop-off Depot Sites nor as to the effectiveness of the COUNTY's enforcement of said laws.
- 10.6 The COUNTY shall or shall cause its agents, to make reasonable efforts to address issues and make improvements to the operation of the program based on input from the CONTRACTOR.

ARTICLE 11: CONTRACTOR OBLIGATIONS

In addition to completing the work outlined in the SCOPE OF SERVICES, the CONTRACTOR agrees to the following activities:

- 11.1 The CONTRACTOR shall immediately notify the COUNTY in writing of any unusual development or circumstances which could significantly change or otherwise delay the work outlined in the SCOPE OF SERVICES.
- 11.2 The CONTRACTOR shall, for the entire term of this AGREEMENT, maintain Worker Compensation in statutory amounts and employer's liability for employees' assignment-related injuries or disease; the CONTRACTOR shall also be responsible for providing proof of Worker's Compensation coverage for all subconsultants engaged in this project.
- 11.3 The CONTRACTOR shall, for the entire term of this AGREEMENT, maintain General liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from the CONTRACTOR'S performance under this AGREEMENT.
- 11.4 The CONTRACTOR shall, for the entire term of this AGREEMENT, maintain professional liability and/or errors and omissions insurance coverage sufficient to protect the COUNTY and the DEPARTMENT in the event of negligence in the performance of all contracted work activities.

ARTICLE 12: PERSONNEL

The CONTRACTOR represents that it employs, or will employ, at its own expense, all personnel required in performing the services of this AGREEMENT. The CONTRACTOR shall also notify the COUNTY of all key personnel assigned to the project effort and request approval from the COUNTY for any assignment changes of key personnel throughout the duration of the project.

CONTRACTOR employees engaged in field work shall identify themselves as being retained by the COUNTY to conduct this project to any interested person or property owner.

ARTICLE 13: INDEPENDENT CONTRACTOR

No provision in this AGREEMENT is intended, nor shall this AGREEMENT be interpreted, to create an employer-employee relationship between the COUNTY and the CONTRACTOR. The relationship which this AGREEMENT is intended to create is that of contractor-contractee, and this AGREEMENT shall be so interpreted.

ARTICLE 14: SUBCONTRACTING

- 14.1 No subcontract or service purchase agreement may be entered into by the CONTRACTOR for execution of the project activities outlined in the SCOPE OF SERVICES or for provision of services to said project, other than purchase of supplies or standard commercial or maintenance services which is not incorporated in the approved proposal or approved in advance by the COUNTY. Any such arrangements shall provide that the CONTRACTOR will retain ultimate control and responsibility for the completion of the project, as outlined in the SCOPE OF SERVICES and that the subcontractor shall be bound by these conditions and any other requirements applicable to the CONTRACTOR in the conduct of the SCOPE OF SERVICES.
- 14.2 The CONTRACTOR shall not assign or subcontract their duties and responsibilities under this AGREEMENT to any third parties without the prior written consent of the COUNTY. The CONTRACTOR shall be solely responsible for the performance of all personnel they employ and/or that of all approved service providers and/or assignees. No assignment or subcontract shall relieve the CONTRACTOR or his responsibility to the COUNTY for the proper performance of this AGREEMENT and the services to be provided hereunder.

ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the CONTRACTOR agrees as follows:

- 15.1 The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. As used herein, "treated" means and includes, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off, and terminated. The CONTRACTOR agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting

forth the provisions of this nondiscrimination clause.

- 15.2 The CONTRACTOR shall in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- 15.3 The CONTRACTOR shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the CONTRACTOR's commitment under the Equal Employment Opportunity clause of the COUNTY and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 15.4 The CONTRACTOR shall furnish all information and reports requested by the County Executive or the County Council to ascertain compliance with the program.
- 15.5 The CONTRACTOR shall take such action with respect to any subcontractor as the COUNTY may direct as a means of enforcing the provisions of subsections 15.1 through 15.8 hereof, including penalties and sanctions for noncompliance, provided, however, that in the event the CONTRACTOR becomes involved in or is threatened with litigation as necessary to protect the interests of the COUNTY to effectuate the County's Equal Employment Opportunity Program and in the case of contracts receiving Federal assistance, the CONTRACTOR or the COUNTY may request the United States to enter into such litigation to protect the interests of the United States.
- 15.6 The CONTRACTOR shall file and shall cause his subcontractors, if any, to file compliance reports with the COUNTY. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the CONTRACTOR and his subcontractor.
- 15.7 The CONTRACTOR shall include the provisions of subsections 15.1 through 15.8 of the Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- 15.8 Refusal by the CONTRACTOR or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any and all of the following penalties:
 - a. Withholding of all future payments under the involved public contract to the CONTRACTOR in violation until it is determined that the CONTRACTOR or subcontractor is in compliance with the provisions of the contract.
 - b. Refusal of all future bids for any public contract with the COUNTY or any of its departments or divisions until such time as the CONTRACTOR or subcontractor demonstrates that he has established and shall carry out the policies as herein outlined.
 - c. Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - d. In cases in which there is substantial or material violation or the threat of substantial or

material violation of the compliance procedure or as may be provided for by contract, appropriate proceedings may be brought to enforce those provisions including the enjoining, within applicable law, of the CONTRACTOR, subcontractors or other organizations, individuals or groups who prevent directly, indirectly or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.

ARTICLE 16: COMPLIANCE WITH PA NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the CONTRACTOR agrees to the provisions of the Commonwealth Non-Discrimination / Sexual Harassment Clause.

ARTICLE 17: COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the CONTRACTOR understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this AGREEMENT or from activities provided for under this AGREEMENT. As a condition of accepting and executing this AGREEMENT, the CONTRACTOR agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the COUNTY through contracts with outside contractors

The CONTRACTOR shall be responsible for and agrees to indemnify and hold harmless the COUNTY from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the COUNTY as a result of the CONTRACTOR'S failure to comply with the provisions of the above paragraph.

ARTICLE 18: INELIGIBLE CONSULTANT

The CONTRACTOR certifies that it is not included in the U.S. Comptroller General's list of ineligible consultants.

ARTICLE 19: NON-COLLUSION

The CONTRACTOR guarantees that the proposal submitted is not a product of collusion with any other consultant and no effort has been made to fix the proposal price of any consultant or to fix any overhead, profit or cost element of any proposal price.

ARTICLE 20: PROHIBITED INTERESTS

No member, officers, or employee of the public body, commission or locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 21: COVENANT AGAINST GRATUITIES

The CONTRACTOR shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any official or employee of the COUNTY with a view toward securing favorable treatment in awarding, amending or evaluating performance of the

AGREEMENT.

ARTICLE 22: HOLD HARMLESS

The CONTRACTOR shall hold the COUNTY harmless from and indemnify the COUNTY for all losses, damages, claims and causes of action arising out of negligent acts or omissions of the CONTRACTOR, personnel employed by the CONTRACTOR and/or any service providers and/or assignees approved by the COUNTY.

ARTICLE 23: FUNDING OUT CLAUSE

The parties recognize that the performance of the COUNTY'S obligations under this AGREEMENT are contingent upon the continued appropriation of funds in the budget of Erie County for the services to be performed under this AGREEMENT. If no such funds are budgeted for future fiscal years, this AGREEMENT shall terminate. Likewise, where the COUNTY'S obligations under the contract depend upon the receipt of funds from another governmental body, or other funding source, and if such funds are not distributed to the COUNTY, then this AGREEMENT shall terminate. Should this AGREEMENT terminate for any of the reasons cited within this Article, the COUNTY shall only be responsible for making payment to the CONTRACTOR for those portions of project work tasks completed as of the termination date.

ARTICLE 24: TEMPORARY SUSPENSION OF THE CONTRACT

Upon written notice and at any time during the period covered under this AGREEMENT, the COUNTY may suspend payments and/or request suspension of all or any part of the AGREEMENT activities. The COUNTY may give such notice to suspend for the following reasons:

- 24.1 Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- 24.2 When, in the opinion of the COUNTY, the activities cannot be continued in such manner as to adequately fulfill the intent of statutes or regulations due to an act of God, strike, or disaster.

During the term of suspension, the COUNTY and CONTRACTOR shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the CONTRACTOR shall be placed in an interest bearing program expenditures account. The CONTRACTOR may not expend any such funds during the period that the CONTRACTOR is suspended except pursuant to order of a court of competent jurisdiction. The CONTRACTOR shall have the right to cure any default or other circumstance that is the basis for suspension of this AGREEMENT within a reasonable period of time.

This AGREEMENT is also conditioned upon complete performance by the CONTRACTOR of past agreements or contracts between the COUNTY and the CONTRACTOR. Complete performance includes the CONTRACTOR'S timely submission of the required final report of past agreements or contracts to the COUNTY. In the event that the COUNTY determines that there has been incomplete performance of past agreements or contracts by the CONTRACTOR, the COUNTY, by giving written notice to the CONTRACTOR, will suspend payments under this AGREEMENT until such time as the CONTRACTOR has fulfilled its obligations under past

agreements or contracts to the satisfaction of the COUNTY. When the CONTRACTOR has fulfilled its obligation under past agreements or contracts to the COUNTY'S satisfaction, the COUNTY will resume payments under this AGREEMENT.

ARTICLE 25: CONTRACT CHANGES

Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval and the COUNTY will make the change by a contract modification. The COUNTY may, at any time, by written order and without advance notice to the sureties, make changes within the general scope of this AGREEMENT. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this AGREEMENT, whether changed or not changed by any such order, an equitable adjustment shall be made in the AGREEMENT price or delivery schedule, or both, and the AGREEMENT shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the CONTRACTOR of the notification of change; provided, however, if the COUNTY decided that the facts justify such action, the COUNTY may receive and act upon any such claim asserted at any time prior to final payment under this AGREEMENT.

The COUNTY also reserves the right to enter into negotiations with the CONTRACTOR for the purpose of adding additional project tasks which were not included within the original scope of the contract. Adding project tasks will require a contract modification.

ARTICLE 26: CONTRACT INTEGRITY

Neither party shall have authority to vary, alter, amend or change this AGREEMENT, or any part thereof, without the written consent of the other party. The CONTRACTOR is assumed to be familiar with all federal, state and local laws, codes, ordinances and regulations which affect those engaged or employed in the work or in any manner affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the CONTRACTOR will in any way serve to modify the provisions of this AGREEMENT.

ARTICLE 27: TERMINATION OF CONTRACT

- 27.1 The COUNTY reserves the right to terminate this AGREEMENT for or without cause upon not less than seven (7) days written notice to the CONTRACTOR. If this AGREEMENT is terminated, the COUNTY will make payment for the work that the CONTRACTOR has completed in accordance with the SCOPE OF SERVICES up through and including the termination date. In the event of termination, all finished or unfinished documents, data, studies, surveys, maps, models and reports proposed by the CONTRACTOR shall, at the option of the COUNTY, become the property of the COUNTY.
- 27.2 This AGREEMENT may be terminated by either party upon not less than seven day written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

ARTICLE 28: DISPUTE RESOLUTION

All claims, counter claims, disputes and other matters in question between the parties hereto arising out of or relating to this AGREEMENT or the breach thereof, will be decided in accordance with the following procedures:

28.1 MEDIATION

- a. Any claim, dispute, or other matter in question arising out of or related to this AGREEMENT shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the CONTRACTOR's services, the CONTRACTOR may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- b. The COUNTY and CONTRACTOR shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- c. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

28.2 ARBITRATION

- a. Any claim, dispute, or other matter in question arising out of or related to this AGREEMENT shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 28.1.
- b. Claims, disputes, and other matters in question between the parties that are not resolved by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.
- c. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- d. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this AGREEMENT, except by written consent containing a specific reference to this AGREEMENT and signed by the COUNTY, CONTRACTOR, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other

agreements to arbitrate with an additional person or entity duly consented to by parties to this AGREEMENT shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

- e. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

28.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The CONTRACTOR and COUNTY waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with ARTICLE 27: TERMINATION OF CONTRACT.

ARTICLE 29: SEVERABILITY

Should any section or any part of this AGREEMENT be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this AGREEMENT.

ARTICLE 30: MISCELLANEOUS PROVISIONS

- 30.1 This AGREEMENT shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.
- 30.2 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, to the extent assignment is permitted under this AGREEMENT.
- 30.3 Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female and neuter gender, all singular words shall include the plural, and all plural words shall include the singular.
- 30.4 This AGREEMENT supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.
- 30.5 Neither the CONTRACTOR, nor any personnel employed by the CONTRACTOR either directly or via subcontract for consultant services, performing services set forth in the Scope of Work herein (including any subsequent modification or expansion thereof), shall assert any claim for mechanics' lien against the COUNTY or any property of the COUNTY with respect to performance of the aforementioned services under this AGREEMENT, and shall, at the request of the COUNTY, execute and deliver to the COUNTY all mechanics' lien waivers as the COUNTY may reasonably request pursuant to this Section.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT the date and year set forth above.

COUNTY OF ERIE

WASTE MANAGEMENT OF
PENNSYLVANIA, INC

Barry Grossman
County Executive

(NAME)
(TITLE)

ATTEST:

ATTEST:

APPROVED AS TO LEGALITY AND FORM:

Gary J. Shapira
Chief County Solicitor

Exhibit A

SCOPE OF SERVICES

The ECRP Drop-off Recycling Program is based on the Single-Stream Recycling concept and consists of participants separating their recyclables from their waste stream and placing them in 6 or 8-yard frontload containers, provided by the Contractor, at any one of the three (3) municipal/commercial sites throughout the County.

- 1) Recycling Bins – Six or Eight Yard Capacity – Contractor will provide, as necessary, 6 or 8-yard capacity frontload recycling bins in new or near-new condition. **In the event additional or replacement recycling containers are needed, Contractor will supply recycling containers of the same size, style, material quality, and color to ensure program uniformity.

- 2) County-owned Recycling Bins - The COUNTY may purchase its own custom made front-loading recycling containers to be located at each recycling depot location. If this occurs during the contract period, the CONTRACTOR will remove its own bins and use the bins provided by the County of Erie and the rate scheduled will be adjusted based on Exhibit C.

- 3) Materials to be collected - Contractors are to provide collection, processing and marketing for recycling all of the following:
 - a. Recyclable Containers, consisting of glass containers, aluminum containers, tin and bi-metal containers, food and beverage cartons, and plastic bottles, jugs and jars primarily consisting of HDPE and PET containers, but generally including all plastic containers labeled #1 - #7.
 - b. Recyclable Fibers, consisting of corrugated cardboard, fiberboard, newsprint including all types of inserts delivered in subscription and promotional newspapers and similar periodicals, magazines, catalogs, and junk mail

- 4) Locations - The following list represents the geographic areas in which the depot sites to be serviced under this contract are currently located. The route days have been assigned based on history of the sites/routes.

Location	Number of 6-yard containers	Number of 8-yard containers
Albion Borough: Holy Trinity Lutheran Church 80 Third Avenue, Albion, PA	6 M/W/F	0
Washington Township: Washington Township Building 11800 Edinboro Road, Edinboro, PA	0	8 M/W/TH/F
Elgin Borough: Elgin Beaverdam Fire Dept. Junction of Rt. 89 & Rt. 6, Elgin, PA	0	6 T/F

- 5) Sanitation - The Countywide Drop-off Depots and the containers must remain clean and free from debris, insects/vermin and odors. Therefore, the Contractor will be responsible for sanitizing and cleaning the containers when warranted. Overflowing containers, blowing trash and other debris left at the sites will not be tolerated. The Contractor shall maintain sites on the premises of commercial establishments. The removal of bulk items, white goods, tires, electronics and C&D waste from all sites shall be the responsibility of the Contractor. Extra fees, specified in the Proposal document, may be charged for this service if the Contractor provides documentation of the types and volume of material removed. Contractor must ensure that no material is left on the ground at the time of collection. Contractor must notify County if more capacity is warranted at a depot site.
- 6) Transportation of Recyclables – Contractor will transport all Recyclables in late model (2006 or newer) vehicle(s) designed for such use. Vehicles are to be clean, free of major body damage, and in good mechanical order.
- 7) Collection of Recyclables – The Contractor must deliver the Recyclables on the same day they are collected to the Contractor's processing facility. Recyclables will be collected and hauled to the Contractor's processing facility or other receiving site specified in the Contractor's proposal and approved by the County for its best interests. The Recyclables delivered to a receiving site must be transferred to the processing facility in a timely fashion.
 - a. When a holiday, on which Contractor work forces do not make collections occurs, the Contractor shall make provisions to ensure that alternative schedules for collection and delivery to the processing facility or other receiving site shall be provided so as to prevent overflowing and littering, and ensure adequate capacity is available at all of the drop-off depot sites.
 - b. Contractor shall be obligated to accept all Recyclables collected in the aforementioned drop-off depots and delivered to Contractor's processing facility or other receiving site.
 - c. The Recyclables will be taken to Contractor's processing facility or other receiving site in an "as picked up" condition to be deposited in a physical location adequate to receive such Recyclables; no processing, bundling, or baling will be done by the County. All processing and/or other operational costs incurred upon or after delivery of Recyclables to the processing facility or the receiving site shall be the obligation of the Contractor. No adjustment shall be allowed for the moisture content due to inclement weather conditions.
 - d. The Recyclables delivered to the Contractor under the Contract shall be accepted by the Contractor "as is" without warranty (expressed or implied) of any kind, and the Contractor shall handle the same at its own risk and shall be responsible for the proper disposal of any and all contaminants, residuals or processing residues, at no additional cost to the County.

- 8) Weighing of Recyclables - The Contractor shall maintain certified weight scales at the processing facility or other receiving site, calibrated in accordance with procedures established by the applicable State and local authorities, to weigh vehicles delivering Recyclables to said processing facility or other receiving site and weighed after tipping the recyclable materials. All weights shall be recorded and imprinted automatically by the scales upon weight slips. The County shall have the right to have County representatives monitor the operation of the scales and the recording of the weight slips, and the County representatives shall have the right to inspect the Contractor's facility upon reasonable notice to determine Contractor's compliance with this contract as well as to inspect the Recyclables delivered by Contractor owned vehicles to evaluate the effectiveness of the County's drop-off collection methods. All scales shall be tested for accuracy and a certificate of such testing shall be provided to the County twenty (20) days after award date of Contract and may be required any time during the term of the Contract at the County's request. The County will consider the weights from the facility scales as the official weight for reporting.
- 9) Reports - The CONTRACTOR shall submit monthly reports: consisting of the total amount in tons of Recyclables delivered to the Contractor's processing facility or other receiving site by the County and by all others in the preceding calendar month within ten (10) days of the close of each calendar month.
- 10) Driver Qualifications - Drivers must have previous experience operating a commercial refuse/recycling collection vehicle and possess a current Commercial Driver's License in the State of Pennsylvania (or its equivalent in the State of issuance). Drivers are to have a neat appearance and conduct themselves in a courteous and professional manner to all program participants.
- 11) Collection Vehicles - The Contractor shall only use late model (2006 or newer) collection vehicles when servicing (emptying) recycling bins at drop-off depot sites. Vehicles shall be clean, mechanically sound, and project an image that they are used only for the transportation of Recyclables. Signage prominently displayed denoting the vehicles contents, as "Recyclables" will be required when Contractor is servicing depots and transporting Recyclables.
- 12) Permits - The Contractor shall have and maintain, at its own expense, all licenses, registrations, permits and authorizations necessary for the transportation, receiving, purchasing and processing of Recyclables. The Contractor shall perform all of its obligations hereunder in accordance with any and all requirements, including amendments, thereto, of the constituted public authorities and with all Federal, State, County and Local laws and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies now or hereafter in effect.

Exhibit B

BUDGET INFORMATION

BASE SERVICE:

Base service includes a total of 20 containers (14 - 8 yd. & 6 - 6yd.). Each container will be serviced per week at frequencies as described in the table on page 5 under "Scope of Services". Containers may be added or removed from sites during the period of the contract based on needs. The total cost per month will be adjusted accordingly using the base service unit prices quoted here.

\$343.55 PRICE PER MONTH/THREE TIMES PER WEEK SERVICE PER 6 YARD CONTAINER of commingled corrugated cardboard (OCC), Newsprint, (ONP) Magazines, and Mixed Paper, glass, metal, plastic

\$274.17 PRICE PER MONTH/TWO TIMES PER WEEK SERVICE PER 8 YARD CONTAINER of commingled corrugated cardboard (OCC), Newsprint, (ONP) Magazines, and Mixed Paper, glass, metal, plastic

\$528.17 PRICE PER MONTH/FOUR TIMES PER WEEK SERVICE PER 8 YARD CONTAINER of commingled corrugated cardboard (OCC), Newsprint, (ONP) Magazines, and Mixed Paper, glass, metal, plastic

\$ 7,931.68 TOTAL PER MONTH FOR 20 CONTAINERS
(Add together the subtotals for each container size & service frequency)

\$ 95,180.16 TOTAL PER YEAR OF CONTRACT
(Multiply the total per month for 20 containers by 12 months)

\$ 285,540.48 TOTAL BID (Basis for Award)
(Total bid for three-year contract period)

EXTRA PICK UPS:

\$200.00 PRICE PER PICK UP per 6 or 8 yard front load container of source separated glass, metal & plastic containers, or corrugated cardboard (OCC), Newsprint, (ONP) and Magazines(OMG).

\$200.00 PRICE PER PICK UP per drop-off location for removal of non-recyclable miscellaneous refuse/solid waste deposited around 6 or 8-yard front load recycling bins.

CONTRACT EXTENSION OPTIONS PER ADDITIONAL YEAR OF SERVICE:

Year 1(2019) **\$ 98,035.00 TOTAL BID (Base Service)**

Year 2 (2020) **\$ 100,976.00 TOTAL BID (Base Service)**

Exhibit C

**ALTERNATIVE PRICING SCHEDULE WITH USE OF ERIE COUNTY PURCHASED
RECYCLING BINS**

(Waiting on WM for this piece)

Exhibit D

PROJECT COMPLETION SCHEDULE

Start Date: 12:01 AM, November 1, 2015

End Date: 12:00 PM, October 31, 2018

RESOLUTION NUMBER _____, 2015

**Exonerating Taxes On One Abandoned Trailer/Property #37-025-088.0-015.54
In The North East School District And North East Township**

WHEREAS, the North East School District approved the exoneration of taxes on a certain abandoned trailer/property at their regular meeting held on October 15, 2015; and

WHEREAS, North East Township approved the exoneration of taxes on a certain abandoned trailer/property at their regular meeting held on October 19, 2015.

NOW THEREFORE, BE IT RESOLVED by the County Council for the County of Erie that the taxes on the abandoned trailer/property: parcel #37-025-088.0-015.54 as outlined on the attached Exhibit A are hereby exonerated.

On the motion of _____, seconded by _____, this resolution was passed on this _____ day of _____, 2015 by a vote of ____ - ____.

APPROVED BY:

Fiore Leone, Chairman
Erie County Council

Kathy Dahlkemper
County Executive

ATTEST:

Date:_____

Douglas R. Smith
County Clerk

Date:_____



NORTH EAST SCHOOL DISTRICT

50 EAST DIVISION STREET • NORTH EAST, PENNSYLVANIA 16428 • TELEPHONE (814) 725-8671

October 16, 2015

Mr. Steve Letzelter, Supervisor
County of Erie
Department of Finance
Bureau of Revenue and Tax Claim
140 West 6th Street, Room 110
Erie, PA 16501

Mr. Letzelter:

Please be advised that at the October 15, 2015 regular meeting of the Board of School Directors of the North East School District, the Board approved the exoneration of real estate taxes for parcel number 37-025-088.0-015.54 per the attached statement of account.

Should you have any questions or need any additional information, please do not hesitate to contact me at 814-725-8671 ext. 3905.

Very Truly Yours,

Jeffrey A. Fox, CPA
Business Administrator and Board Secretary

/sa
Att. (1)

72



NORTH EAST TOWNSHIP

RESOLUTION NO. 2015 - 019

**RESOLUTION EXONERATING DELINQUENT
TAXES ON ABANDONED, DESTROYED OR
REMOVED MOBILE HOME.**

WHEREAS, a list of a mobile home which have been abandoned, destroyed or removed has been received and,

WHEREAS, there is no longer any value for taxation.

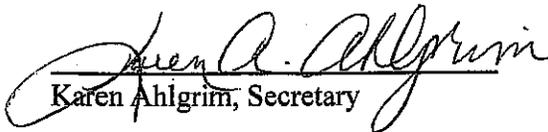
NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED, the Board of Supervisors of North East Township, Erie County, Pennsylvania, to exonerate the delinquent taxes on the list given by the County of Erie, which is attached hereto.

ADOPTED as a Resolution of North East Township, Erie County, Pennsylvania, this 19th

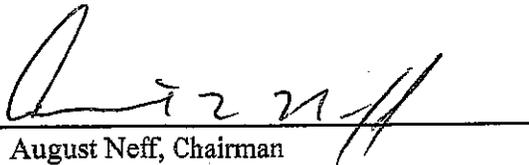
day of October, 2015.

NORTH EAST TOWNSHIP

ATTEST:


Karen Ahlgrim, Secretary

BY:


August Neff, Chairman

JN DATE: 10-01-15
JN TIME: 12:13:26
JN USER: mkalisze

ERIE COUNTY TAX CLAIM BUREAU
140 W. 6TH STREET, RM 110
ERIE, PA 16501-1011

PAGE NUM: 1
RPT ID: TCB_STMT

(814) 451-6206

A.V.
0

VNER: CARROLL DONALD L
PO BOX 717
NORTH EAST PA 16428

PARCEL: 37-025-088.0-015.54
LOCATION: 5321 LOOMIS ST LOT 22 TRL
DESCRIPTION:

DISTRICT: NORTH EAST TWP

----- STATEMENT OF ACCOUNT -----

X YEAR 2014	FACE	PENALTY	INTEREST	COST	TOTAL	PAID/EXON	BALANCE
=====							
UNTY	21.69	2.17	1.61	115.00	140.47	0.00	140.47
P/BORO/CIT	4.58	0.46	0.34	0.00	5.38	0.00	5.38
BRARY	0.33	0.03	0.02	0.00	0.38	0.00	0.38
HOOL	58.83	5.88	4.37	0.00	69.08	0.00	69.08
HOOL LIBRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
							=====
					BALANCE DUE 2014		215.31
					=====		
PAID BY 10-31-2015 (INTEREST CHANGES MONTHLY)					TOTAL BALANCE DUE		215.31

EXHIBIT A

County of Erie Analysis of General Fund Unassigned Fund Balance FYE 12/31/15 As of October 23, 2015
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Projected Ending 2015 Unassigned Fund Balance 31,878,943

Less: Appropriations from Unassigned Fund Balance

Ordinance #13 of 2015 Supp Approp for Correction of Asst Public Defender Salary	(8,557)
Ordinance #21 of 2015 Supp Approp for Assessment Bureau County Portion of Erie Insurance Appraisal	(8,250)
Ordinance #28 of 2015 Supp Approp to Establish Assistant Clerk of Records in Clerk of Courts	(6,015)
Ordinance #36 of 2015 Supp Approp to Establish Vacation Line in Public Safety	(12,000)
Ordinance #43 of 2015 Supp Approp to Assessment for GIS Training	(38,277)
Ordinance#51 of 2015 Supp Approp for Pcorp Grant for Safety Improvements at the Prison	(12,616)
Ordinance#52 of 2015 Supp Approp for increase in MDJ Stuck-Lewis rent	(8,208)
Ordinance#62 of 2015 Supp Approp for Additional Benefits for Voter Registration	(17,369)
Ordinance#64 of 2015 Supp Approp for Release of Register of Wills Automation Restricted Fund Balance	(24,166)
Ordinance#68 of 2015 Supp Approp for Change in Director of Planning	(12,363)
Ordinance #71 of 2015 Supp Approp for Children and Youth 13 Positions	(56,927)
Ordinance#81 of 2015 Supp Approp for Additional Temporary Staff for Sheriff's Office	(11,451)
Ordinance#83 of 2015 Supp Approp Correction of OCY Ordinance #71	(203)
Ordinance#98 of 2015 Supp Approp for Citizen Centric Reporting Software	(20,200)
Ordinance#100 of 2015 Supp Approp for Children and Youth Placements	(184,807)
Ordinance#105 of 2015 Supp Approp for Additional County Council Expenses	(40,130)
Ordinance# of 2015 Supp Approp for Release of Divorce Masters Restricted Fund Balance	(15,127)

Total Appropriations from Unassigned Fund Balance	<u>(476,666)</u>
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Plus: Appropriations to Unassigned Fund Balance

Ordinance # 172 of 2014 for 2015 Supp Approp for Director of Procurement Salary	519
Ordinance #11 of 2015 Supp Approp for Supervisor of Custody Conciliation	3,241
Ordinance #27 of 2015 Supp Approp for Change in Court Reporter Salary	26,656
Ordinance #29 of 2015 Supp Approp to Establish First Deputy Prothonotary and Eliminate Assistant Cler	34,391
Ordinance#48 of 2015 Supp Approp to Eliminate the Director of Strategic Initiatives Position	4,119
Ordinance#49 of 2015 Supp Approp to Unrestrict and Establish Director of Veterans Affairs	42,052

Total Appropriations to Unassigned Fund Balance	<u>110,978</u>
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Estimated General Fund Unassigned Fund Balance to date	<u>31,513,255</u>
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Summary

Total Budgeted General Fund Expenditures and Transfers	95,980,897
Less: Pass Thru Grants Originally Budgeted in the General Fund	<u>(151,000)</u>
Net Budgeted General Fund Expenditures and Transfers	<u>95,829,897</u>

Two Month's Expenditures and Transfers	15,971,650
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Difference between Estimated GF Unassigned Fund Balance and Two Months of Expend & Transfers	<u>15,541,606</u>
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County of Erie General Fund
Monthly Reconciliation of
Changes to Fund Balance Appropriated
001-000990-099500
As of October 23, 2015

Appropriations from Fund Balance per Excel	(476,666)
Appropriations to Fund Balance per Excel	110,978
Net Appropriations per Excel	<u>(365,688)</u>

Less: Pending Ordinances for Council Approval
Ordinance# of 2015 Supp Approp for Release of Divorce Masters Re: 15,127

Total Net Pending Ordinances	<u>15,127</u>
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Net change to Fund Balance Appropriated	<u>(350,561)</u>
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FMS Budget T Balance	<u>(350,561)</u>
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County of Erie General Fund
 Current Budget
 As of October 23, 2015

DEPT NO	DEPT NAME	ORIGINAL 2015 BUDGET	2015 BUDGET CHANGES	CURRENT 2015 BUDGET
001000	CONCIL & ELECTIONS	1,395,504	62,499	1,458,003
001100	COUNTY CONTROLLER	342,060		342,060
001990	COUNTY EXECUTIVE	261,251	1,000	262,251
002010	COMM REL ECON DEV	1,052,804	(66,251)	986,553
002100	COUNTY SOLICITOR	162,629		162,629
002190	PERSONNEL	302,722		302,722
002300	FINANCE	3,945,441	46,527	3,991,968
002400	ADMIN/ OPERATIONS	5,408,822	24,597	5,433,419
002601	HUMAN SRVC SHARED	76,532		76,532
002700	OTH GEN GOVT	8,770,139	65,000	8,835,139
002810	COUNTY TECH DEPT	2,043,399	20,200	2,063,599
003000	COURTS	5,230,680	(29,897)	5,200,783
003100	MDJ'S	2,797,090	31,765	2,828,855
003200	CLK RECORD	2,813,419	(4,210)	2,809,209
003290	SHERIFF	3,145,193	11,451	3,156,644
003390	DISTRICT ATTY	3,070,760	126,751	3,197,511
003500	CORONER	663,932		663,932
003600	PUBLIC DEFENDER	1,450,275	8,557	1,458,832
004000	ADULT PROBATION	5,285,162	32,234	5,317,396
004100	CORRECTIONS	17,461,177		17,461,177
004190	JUVENILE PROBATION	3,295,709		3,295,709
005200	VETERANS AFFAIR	303,636	(42,052)	261,584
009000	GRANTS TO ORGANZ	151,000		151,000
020000	TRANSFERS	26,551,561	266,300	26,817,861
	Total	95,980,897	554,471	96,535,368

<p>County of Erie Comparison of Change in Monthly General Fund Fund Balance Appropriated for the Years 2015 and 2014</p>

Change in appropriated General Fund fund balance as follows:

Month	2015	2014
January	(4,797)	10,012
February	18,406	(99,797)
March	16,376	787,236
April	(38,277)	(45,988)
May	(16,188)	(110,372)
June	(69,290)	(1,083)
July	(11,654)	(56,301)
August	0	(15,733)
September	0	(5,231)
October	(245,137)	(85,855)
November		(600,000)
December		(469,035)
Total Change in Appropriated Fund Balance Year to Date	(350,561)	(692,147)