

FINANCE AGENDA

Erie County Council

www.eriecountypa.gov



Dr. Kyle Foust, Chairman
Carol Loll, Vice Chairwoman
Jay Breneman
Edward T. DiMattio, Jr.
Kathy Fatica
André Horton
Fiore Leone

August 18, 2016

4:00 p.m.
Room 114A

1. Ordinance Number 54, 2016, "2016 Revised Environmental Fee Schedule In The Erie County Department Of Health" (FR 7-26-16)
Page 3
2. Ordinance Number 55, 2016, "Third 2016 Public Health Fund Budget Supplemental Appropriation Of \$18,744 For Increase In Environmental Fees" (FR 7-26-16)
Page 24
3. Ordinance Number 59, 2016, "Amending Article III, Section 1(D)(14), of the Administrative Code Of Erie County, Previously Amended By Ordinance Number 63, 2015" (FR 7-26-16)
Page 27
4. Ordinance Number 60, 2016, "Amending Article II, Section 5(A), of the Administrative Code Of Erie County, Previously Amended By Ordinance Number 59, 2016" (FR 7-26-16)
Page 30
5. Ordinance Number , 2016, "2016 General Fund Budget Supplemental Appropriation Of \$4,900 Grant For Veteran's Treatment Court"
Page 31
6. Ordinance Number , 2016, "2016 Public Health Fund Budget Supplemental Appropriation Of \$1,625 To Adjust Nurse Family Partnership Fund Balance Appropriated Revenue Line"
Page 63
7. Ordinance Number , 2016, "2016 Public Health Fund Budget Supplemental Appropriation Of \$12,181 Grant For Zika Virus Programming"
Page 68
8. Ordinance Number , 2016, "2016 Public Health Fund Budget Supplemental Appropriation Of \$16,895 From Funding Reduction In The Immunization Grant Bureau"
Page 74
9. Ordinance Number , 2016, "2016 General Fund Budget Supplemental Appropriation Of \$26,590 AOPC Grant And New Line For Screening Machine"
Page 77

10. Resolution Number , 2016, "Resolution Approving A Modification To Erie County's FY 2014 Community Development Block Grant Program"
Page 85
11. Ordinance Number , 2016, "2016 Revenue/Tax Claim Fee Schedule Revision"
Page 88
12. Ordinance Number , 2016, "2016 General Fund Budget Donation Of Autorae 2 Cradle (Asset) To EMA by NWPA ERG"
Page 90
13. Ordinance Number , 2016, "2016 General Fund Budget Supplemental Appropriation Of \$50,000 To Drug Forfeiture Fine Line In DA Office"
Page 93
14. Ordinance Number , 2016, "2016 Public Safety Fund Budget Supplemental Appropriation Of \$38,750 And Creation Of Bureau/Line Items For Pre-Disaster Mitigation Grant"
Page 97
15. Ordinance Number , 2016, "2016 Public Safety Fund Budget Supplemental Appropriation Of \$30,000 From Reduction In The County Transfer"
Page 103
16. Resolution Number , 2016, "In Support of a Citizens Commission for Legislative Redistricting and Congressional Reapportionment"
Page 106
17. Reappointment of Diana Ames to a first full four-year term on the Erie County Human Relations Advisory Board representing Mrs. Loll's District.
Page 107
18. Sale of Parcel from Repository for Unsold Property at Index Number:
01-003-043.0-004.00
Page 108
19. Analysis of General Fund Unassigned Fund Balance.
Page 112

ORDINANCE NUMBER 54, 2016

2016 Revised Environmental Fee Schedule In The Erie County Department Of Health

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II Sections 3B(1), and 3B(2)(e) of the Erie County Home Rule Charter, that additions and amendments to the Erie County Department of Health Environmental Fee Schedule 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

André R. Horton, Chairman

Date: _____

Jay Breneman, Vice Chairman

Edward T. DiMattio, Jr.

Approved by:

Kathy Fatica

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

Fiore Leone

Carol J. Loll

ERIE COUNTY DEPARTMENT OF HEALTH

ecdh.org



Melissa C. Lyon, MPH
Director

Kathy Dahlkemper
County Executive

Date: June 29, 2016

TO: James Sparber, Director
Erie County Finance Department

CC: Kathy Dahlkemper, County Executive
Gary Lee, Director of Administration
Sue Ellen Pasquale, Manager of Finance
Jennifer Ertl, Accounting Specialist
Karen Tobin, Director, Environmental Health
Chelsey Ricketts, ECDH Fiscal Officer

FROM: Melissa C. Lyon, MPH, Director
Erie County Department of Health 

RE: Request for Ordinance for Revisions to Erie County Department of Health Environmental Fee Schedule.

Ordinance Number 134, 2012 established the current Erie County Department of Health's Environmental Fee Schedule. A few changes were made to the Fee Schedule in 2012, but most fees have remained the same since 2011.

Attached are:

1. A document showing proposed changes in red.
2. A document showing revenue changes.
3. The proposed, revised Fee Schedule.

Thank you for your support and assistance. If you have any questions, please contact me at ext. 6701.

ERIE COUNTY DEPARTMENT OF HEALTH ENVIRONMENTAL FEE SCHEDULE

- I. Food Service Establishments
 - 1. Food Vending Machines
 - 2. Retail Food Establishments
 - A. Annual License
 - B. Mobile Retail Food Establishments
 - 3. Eating and Drinking Establishments
 - A. Annual License
 - B. Temporary License
 - C. Catering License
 - D. Mobile Eating and Drinking Establishments
 - E. Commissaries
 - F. Community Service Establishments With Commercial Activities
 - G. Community Service Establishments Without Commercial Activities
 - H. Hospital Cafeterias and Long-Term Care Facilities
 - 4. Multiple Eating and Drinking Facilities or Retail Facilities on Same Premises
 - A. Retail Facility
 - B. Eating and Drinking Facility
- II. Organized Camps and Campgrounds
 - 1. Organized Camps
 - 2. Campgrounds
 - 3. Temporary Permit
- III. Public Pools
 - 1. Annual Inspection
 - 2. New Pool Application and Inspection

EXHIBIT A

- IV. Manufactured Home Parks
- V. Schools
 - 1. Food Service
 - 2. School Building
 - 3. National School Lunch Program
 - 4. Multiple Eating and Drinking Facility
- VI. Body Art Establishments
 - 1. Annual License
 - 2. Temporary License
- VII. Application Fees
 - 1. Eating and Drinking
 - 2. Retail Outlet
 - 3. Organized Camp/Campground
 - 4. Manufactured Home Park
 - 5. Body Art
- VIII. On-Lot Sewage
- IX. Small Flow Treatment Facilities
- X. Late Submittal of Applications
- XI. Follow-Up Inspection Fees
- XII. Duplicate License Fee
- XIII. Copy Fee
- XIV. Late Fee

I. Food Service Establishments

Fees provide for the inspection and licensing of food service establishments.

Primary license fee shall be determined by the predominant use of the establishment.

No license will be required for establishments selling only factory-packaged non-potentially hazardous food or beverages

1. Food Vending Machines

Fee is applicable to those machines vending items for human consumption, i.e, sandwiches, soups, beverages into cups, milk in any container, and similar potentially hazardous foods and beverage items.

Vendor	\$75 plus \$1.60/machine	\$1.75/machine
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2. Retail Food Establishments

A. Annual License

Total Floor Area		
1. Less than 1,000 sq. ft.	\$ 80.00	90.00
2. 1,000 sq. ft. to 5,000 sq. ft.	\$ 140.00	160.00
3. 5,001 sq. ft. to 10,000 sq. ft.	\$ 190.00	220.00
4. 10,001 sq. ft. to 20,000 sq. ft.	\$ 240.00	275.00
5. Greater than 20,000 sq. ft.	\$ 500.00	575.00

All food related and storage areas of establishment are to be included when computing size.

B. Mobile Retail Food Establishments	\$ 80.00/vehicle or cart
	\$ 90.00/vehicle or cart

3. Eating and Drinking Establishments

A. Annual License

Fees are based upon the total seating capacity of the facility.

PLCB – possesses license from Pennsylvania Liquor Control Board

Seating Capacity	Without PLCB	With PLCB
1. Takeout - 0 seating	\$ 95.00 110.00	\$ 140.00 160.00
2. 1 to 50	\$ 140.00 160.00	\$ 155.00 175.00
3. 51 to 100	\$ 185.00 210.00	\$ 205.00 235.00
4. 101 to 150	\$ 230.00 265.00	\$ 255.00 295.00
5. Greater than 150	\$ 280.00 320.00	\$ 300.00 345.00

B. Temporary License

Facilities open to the public less than 15 days per calendar year or on a per event basis

~~\$ 30.00 per event/per unit~~
\$ 35.00 per event/per unit

C. Catering License

~~\$ 140.00~~ \$ 160.00

A food service license, in addition to a catering license, is required at the facility where food preparation is conducted.

D. Mobile Eating and Drinking Establishments

~~\$ 95.00/vehicle or cart~~
\$ 115.00/vehicle or cart

E. Commissaries

~~\$ 95.00~~ \$ 110.00

F. Community Service Establishments with Commercial Activities - including, but not limited to, fire halls, church halls and similar "for rent" facilities

~~\$ 50.00~~ \$ 60.00

G. Community Service Establishments without Commercial Activities

1. Senior citizen centers, neighborhood centers and similar non-profit organizations without commercial activities No Fee
2. Facilities providing all services to the public free of charge No Fee

H. Hospital Cafeterias and Long-Term Care Food Establishments

~~\$ 140.00~~ \$ 165.00

4. Multiple Eating and Drinking Facilities or Retail Facilities on the Same Premises:

Fee for largest eating and drinking or retail facility, plus

A. Retail Facility	\$ 25.00 per additional facility	\$ 30.00 per additional facility
B. Eating and Drinking Facility	\$ 40.00 per additional facility	\$ 50.00 per additional facility

II. Organized Camps and Campgrounds

Fees provide for the inspection and permitting of organized camps and campgrounds.

1. Organized Camps	\$140.00	\$ 165.00
2. Campgrounds		
A. Less than 50 spaces	\$ 95.00	\$ 110.00
B. 50 or more spaces	\$125.00	\$150.00
3. Temporary Permit		\$ 60.00 per event

III. Public Pools

Fees provide for the inspection of swimming pools, spas, and hot tubs.

1. Annual inspection fee per permit	\$ 40.00	\$ 50.00
2. New pool application review and operational inspection		\$ 50.00

IV. Manufactured Home Parks

Fees provide for the inspection and licensing of manufactured home parks.

Base Fee		\$ 65.00
Plus Each Space Available for Occupancy	-\$ 4.25	\$ 4.75

V. Schools

1. Food Service	\$ 95.00	\$ 110.00
2. School Building Inspection		
A. Enrollment – less than 500 students	-\$ 95.00	\$ 110.00
B. Enrollment – 500 or more students	-\$175.00	\$ 200.00

3. National School Lunch Program facilities unlicensed in other categories		\$ 45.00 inspection fee \$ 60.00 inspection fee
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4. Multiple Eating and Drinking Facilities		\$25.00 for each additional facility \$30.00 for each additional facility
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VI. Body Art Establishments

1. Annual License	\$ 110.00	\$ 125.00
2. Temporary License	\$ 55.00	\$ 60.00 per event

VII. Application Fees

1. Eating and Drinking		\$ 130.00
≤50 seats	\$ 50.00	
51 - 100 seats	\$ 70.00	
>100 seats	\$ 110.00	
2. Retail		\$ 130.00
≤5,000 sq.ft.	\$ 50.00	
5,001 – 10,000 sq. ft.	\$ 70.00	
>10,000 sq. ft.	\$ 110.00	
3. Organized Camp/Campground	\$ 50.00	\$ 130.00
4. Manufactured Home Park	\$ 50.00	\$ 130.00
5. Body Art		\$ 130.00

VIII. On-Lot Sewage

Fees are listed on page 8

IX. Small Flow Treatment Facilities - \$ 100.00 per inspection

X. Late Submittal of Applications

Applications submitted within seven days prior to operation

1. All categories except I.3.B and VI.2 \$ 25.00
2. Categories I.3.B and VI.2 \$ 10.00 per vendor

XI. Follow-up Inspection Fees

1. First follow-up inspection No fee
2. Second follow-up inspection \$ 100.00
3. Third and subsequent follow-up inspections \$ 200.00 per inspection

XII. Duplicate license fee ~~\$15.00~~ \$ 25.00

XIII. Copy fee – Photocopies will be \$0.25 per page

XIV. Late fee

All fees shall be paid by the invoice due date.

Failure to pay by the due date shall result in the issuance of a second invoice that includes a ~~\$25.00~~ \$35.00 late fee and allows 10 days to submit payment.

Failure to pay after second invoice shall result in the following:

Facilities will not be issued licenses/certificates when required fees are not paid.

Facilities that can be closed for operating without a license/certificate shall be ordered CLOSED by the Department and shall remain closed until payment is received in full. This includes most facilities in Categories I, III and VI.

Facilities that can't be closed for operating without a license/certificate shall face legal action through the judiciary system and shall be subject to a fine of not less than \$100 but not more than \$300. This includes most facilities in Categories II, IV, V and IX.

The sections of this fee schedule are severable and should any section or any part of any section be declared by a court of law to be invalid and unenforceable, the remaining sections shall remain in full force and effect.

ON-LOT SEWAGE FEES						
	Standard or Conventional System	Elevated Sand Mound System	Alternate System	System Repair Or Alteration	Experimental System	Spray Irrigation System
Application and Processing Fee (includes soil evaluation)	\$300/lot	\$300/lot	\$300/lot	\$300/lot	\$300/lot	\$300/lot
Permit Fee (includes percolation test and final inspection)	\$500/lot	\$700/lot	\$600/lot	\$250/lot	\$600/lot	\$800/lot
Planning-Exempt Subdivision-Review Lot Line Revisions: \$100						
Request for Planning Waiver & Non-Building Declaration: \$100						
Permit Transfer or Permit Renewal: \$80/permit						
Ten-Acre Exemption Verification Fee: \$25/lot						
Retaining Tank: \$250/lot						
Septic Tank Replacement Only: \$250						
Small Flow Treatment Facilities: \$100.00/inspection						
Component 1 Processing: \$100						
Component 2 Processing: \$200						
Component 3 Processing: \$50						
Component 1 (10 lots or less)	Component 2			Component 3		
\$200/lot	\$300/lot or EDU*			\$250/lot or EDU*		

*EDU—Equivalent dwelling unit, 400 gallons of sewage discharged per day

**When a soil scientist is required, the applicant is responsible for all their fees

Counts and Fees by License Class Code

<i>License Class Code and Description</i>	<i>Number of Facilities</i>	<i>Current 2016 Total Fees</i>	<i>Annual Revenue 2017</i>	<i>Estimated 2016 Revenue August - December</i>
I1 = FOOD VENDING MACHINES	7	\$1,245.00	1,312	500
I2A1 = FOOD RETAIL OUTLETS - LESS THAN 1,000 SQ. FT.	144	\$11,520.00	12,960	5,000
I2A2 = FOOD RETAIL OUTLETS - 1,000 SQ. FT. TO 5,000 SQ. FT.	78	\$10,920.00	12,480	5,000
I2A3 = FOOD RETAIL OUTLETS - 5,001 SQ. FT. TO 10,000 SQ. FT.	14	\$2,660.00	3,080	1,200
I2A4 = FOOD RETAIL OUTLETS - 10,001 SQ. FT. TO 20,000 SQ. FT.	8	\$1,920.00	2,200	900
I2A5 = FOOD RETAIL OUTLETS - GREATER THAN 20,000 SQ. FT.	25	\$12,500.00	14,375	5,000
I2B = MOBILE RETAIL FOOD ESTABLISHMENTS	8	\$640.00	720	0
I3A1 = EATING AND DRINKING - TAKE OUT ONLY - 0 SEATS - WITHOUT LCB	135	\$12,825.00	14,850	6,000
I3A2 = EATING AND DRINKING - 1 TO 50 SEATS - WITHOUT LCB	226	\$31,640.00	36,160	15,000
I3A2* = EATING AND DRINKING - 1 TO 50 SEATS - WITH LCB	76	\$11,780.00	13,300	5,000
I3A3 = EATING AND DRINKING - 51 TO 100 SEATS - WITHOUT LCB	113	\$20,905.00	23,730	9,800
I3A3* = EATING AND DRINKING - 51 TO 100 SEATS - WITH LCB	113	\$23,165.00	26,555	11,000
I3A4 = EATING AND DRINKING - 101 TO 150 SEATS - WITHOUT LCB	33	\$7,590.00	8,745	3,600
I3A4* = EATING AND DRINKING - 101 TO 150 SEATS - WITH LCB	41	\$10,455.00	12,095	5,000
I3A5 = EATING AND DRINKING - GREATER THAN 150 SEATS - WITHOUT LCB	30	\$8,400.00	9,600	4,000

Friday, June 17, 2016

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rptCountsAndFeesByLicenseClassCode

<i>License Class Code and Description</i>	<i>Number of Facilities</i>	<i>Current 2016 Total Fees</i>	<i>Annual Revenue 2017</i>	<i>Estimated 2016 Revenue August - December</i>
I3A5* = EATING AND DRINKING - GREATER THAN 150 SEATS - WITH LCB	111	\$33,300.00	38,295	15,000
I3C = CATERING LICENSES	44	\$6,160.00	7,040	2,900
I3D = MOBILE EATING AND DRINKING ESTABLISHMENTS	41	\$3,895.00	4,715	0
I3E = COMMISSARY	5	\$475.00	550	200
I3F = COMMUNITY SERVICE ESTABLISHMENTS - WITH COMMERCIAL ACTIVITIES	97	\$4,850.00	5,820	2,000
I3G1 = COMMUNITY SERVICE ESTABLISHMENTS - WITHOUT COMMERCIAL ACTIVITIES	11	\$0.00	0	0
I3G2 = COMMUNITY SERVICE ESTABLISHMENTS - ALL SERVICES TO THE PUBLIC FREE OF CHARG	12	\$0.00	0	0
I3H = HOSPITAL CAFETERIAS AND LONG-TERM CARE FOOD ESTABLISHMENTS	25	\$3,500.00	4,125	1,700
I4A = MULTIPLE RETAIL FOOD FACILITIES LOCATED ON THE SAME PREMISES	14	\$350.00	420	175
I4B = MULTIPLE EATING AND DRINKING FACILITIES ON THE SAME PREMISES	130	\$5,200.00	6,500	2,700
II1 = ORGANIZED CAMPS	8	\$1,120.00	1,320	0
II2A = CAMPGROUNDS - LESS THAN 50 SPACES	10	\$950.00	1,100	0
II2B = CAMPGROUNDS - 50 OR MORE SPACES	14	\$1,750.00	2,100	0
III = PUBLIC POOLS - INSPECTION FEE	160	\$6,400.00	8,000	0
IV = MANUFACTURED HOME PARK	88	\$28,160.00	30,800	12,800
VA = SCHOOL FOOD SERVICE	75	\$7,125.00	8,250	0

Friday, June 17, 2016

Page 2 of 3

rptCountsAndFeesByLicenseClassCode

<i>License Class Code and Description</i>	<i>Number of Facilities</i>	<i>Current 2016 Total Fees</i>	<i>Annual Revenue 2017</i>	<i>Estimated 2016 Revenue August - December</i>
VB1 = SCHOOL BUILDING - LESS THAN 500 STUDENTS	32	\$3,040.00	3,520	0
VB2 = SCHOOL BUILDING - 500 OR MORE STUDENTS	41	\$7,175.00	8,200	0
VC = SCHOOL - NATIONAL SCHOOL LUNCH PROGRAM	11	\$495.00	660	0
VD = SCHOOL - MULTIPLE EATING AND DRINKING FACILITIES	30	\$750.00	900	0
VIA = BODY ART - ANNUAL	24	\$2,640.00	3,000	1,250
Grand Totals =	2,034	\$285,500.00	327,477	115,725

Temporary Food Licenses - 500	15,000	17,500	3,000
Temporary Camping - 10	0	600	0
New pool review/inspection - 3	0	150	0
Applications - 100		<u>13,000</u>	<u>3,000</u>
	<u>7,000</u>		
	\$ 307,500	\$ 358,727	\$ 121,725

Estimated Annual Revenue Increase: \$ 51,227

Estimated Aug. - Dec. 2016 Revenue: \$ 121,725

Budgeted Aug. - Dec. 2016 Revenue - \$ 102,981

Increased 2016 Revenue \$ 18,744

ERIE COUNTY DEPARTMENT OF HEALTH ENVIRONMENTAL FEE SCHEDULE

- I. Food Service Establishments
 - 1. Food Vending Machines
 - 2. Retail Food Establishments
 - A. Annual License
 - B. Mobile Retail Food Establishments
 - 3. Eating and Drinking Establishments
 - A. Annual License
 - B. Temporary License
 - C. Catering License
 - D. Mobile Eating and Drinking Establishments
 - E. Commissaries
 - F. Community Service Establishments With Commercial Activities
 - G. Community Service Establishments Without Commercial Activities
 - H. Hospital Cafeterias and Long-Term Care Facilities
 - 4. Multiple Eating and Drinking Facilities or Retail Facilities on Same Premises
 - A. Retail Facility
 - B. Eating and Drinking Facility
- II. Organized Camps and Campgrounds
 - 1. Organized Camps
 - 2. Campgrounds
 - 3. Temporary Permit
- III. Public Pools
 - 1. Annual Inspection
 - 2. New Pool Application and Inspection

- IV. Manufactured Home Parks
- V. Schools
 - 1. Food Service
 - 2. School Building
 - 3. National School Lunch Program
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- XI. Follow-Up Inspection Fees
- XII. Duplicate License Fee
- XIII. Copy Fee
- XIV. Late Fee

I. Food Service Establishments

Fees provide for the inspection and licensing of food service establishments.

Primary license fee shall be determined by the predominant use of the establishment.

No license will be required for establishments selling only factory-packaged non-potentially hazardous food or beverages.

1. Food Vending Machines

Fee is applicable to those machines vending items for human consumption, i.e., sandwiches, soups, beverages into cups, milk in any container, and similar potentially hazardous foods and beverage items.

Vendor	\$75 plus \$1.75/machine
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2. Retail Food Establishments

A. Annual License

Total Floor Area

1. Less than 1,000 sq. ft.	\$ 90.00
2. 1,000 sq. ft. to 5,000 sq. ft.	\$ 160.00
3. 5,001 sq. ft. to 10,000 sq. ft.	\$ 220.00
4. 10,001 sq. ft. to 20,000 sq. ft.	\$ 275.00
5. Greater than 20,000 sq. ft.	\$ 575.00

All food related and storage areas of establishment are to be included when computing size.

B. Mobile Retail Food Establishments \$ 90.00/vehicle or cart

3. Eating and Drinking Establishments

A. Annual License

Fees are based upon the total seating capacity of the facility.

PLCB – possesses license from Pennsylvania Liquor Control Board

Seating Capacity	Without PLCB	With PLCB
1. Takeout - 0 seating	\$ 110.00	\$ 160.00
2. 1 to 50	\$ 160.00	\$ 175.00
3. 51 to 100	\$ 210.00	\$ 235.00
4. 101 to 150	\$ 265.00	\$ 295.00
5. Greater than 150	\$ 320.00	\$ 345.00

B. Temporary License

Facilities open to the public less than 15 days per calendar year or on a per event basis \$ 35.00 per event/per unit

C. Catering License \$ 160.00

A food service license, in addition to a catering license, is required at the facility where food preparation is conducted.

D. Mobile Eating and Drinking Establishments \$ 115.00/vehicle or cart

E. Commissaries \$ 110.00

F. Community Service Establishments with Commercial Activities - including, but not limited to, fire halls, church halls and similar "for rent" facilities \$ 60.00

G. Community Service Establishments without Commercial Activities

1. Senior citizen centers, neighborhood centers and similar non-profit organizations without commercial activities No Fee

2. Facilities providing all services to the public free of charge No Fee

H. Hospital Cafeterias and Long-Term Care Food Establishments \$ 165.00

4. Multiple Eating and Drinking Facilities or Retail Facilities on the Same Premises:

Fee for largest eating and drinking or retail facility, plus

A. Retail Facility \$ 30.00 per additional facility

B. Eating and Drinking Facility \$ 50.00 per additional facility

II. Organized Camps and Campgrounds

Fees provide for the inspection and permitting of organized camps and campgrounds.

1. Organized Camps \$ 165.00

2. Campgrounds

A. Less than 50 spaces \$ 110.00

B. 50 or more spaces \$150.00

3. Temporary Permit \$ 60.00 per event

III. Public Pools

Fees provide for the inspection of swimming pools, spas, and hot tubs.

1. Annual inspection fee per permit \$ 50.00

2. New pool application review and operational inspection \$ 50.00

IV. Manufactured Home Parks

Fees provide for the inspection and licensing of manufactured home parks.

Base Fee \$ 65.00

Plus Each Space Available for Occupancy \$ 4.75

V. Schools

1. Food Service \$ 110.00

2. School Building Inspection

A. Enrollment – less than 500 students \$ 110.00

B. Enrollment – 500 or more students \$ 200.00

3. National School Lunch Program facilities unlicensed in other categories	\$ 60.00 inspection fee
4. Multiple Eating and Drinking Facilities	\$30.00 for each additional facility
VI. Body Art Establishments	
1. Annual License	\$ 125.00
2. Temporary License	\$ 60.00 per event
VII. Application Fees	
1. Eating and Drinking	\$ 130.00
2. Retail	\$ 130.00
3. Organized Camp/Campground	\$ 130.00
4. Manufactured Home Park	\$ 130.00
5. Body Art	\$ 130.00
VIII. On-Lot Sewage	
Fees are listed on page 8	
IX. Small Flow Treatment Facilities - \$ 100.00 per inspection	
X. Late Submittal of Applications	
Applications submitted within seven days prior to operation	
1. All categories except I.3.B and VI.2	\$ 25.00
2. Categories I.3.B and VI.2	\$ 10.00 per vendor
XI. Follow-up Inspection Fees	
1. First follow-up inspection	No fee
2. Second follow-up inspection	\$ 100.00
3. Third and subsequent follow-up inspections	\$ 200.00 per inspection

- XII. Duplicate license fee \$ 25.00
- XIII. Copy fee – Photocopies will be \$0.25 per page
- XIV. Late fee

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Facilities that can't be closed for operating without a license/certificate shall face legal action through the judiciary system and shall be subject to a fine of not less than \$100 but not more than \$300. This includes most facilities in Categories II, IV, V and IX.

The sections of this fee schedule are severable and should any section or any part of any section be declared by a court of law to be invalid and unenforceable, the remaining sections shall remain in full force and effect.

ON-LOT SEWAGE FEES						
	Standard or Conventional System	Elevated Sand Mound System	Alternate System	System Repair Or Alteration	Experimental System	Spray Irrigation System
Application and Processing Fee (includes soil evaluation)	\$300/lot	\$300/lot	\$300/lot	\$300/lot	\$300/lot	\$300/lot
Permit Fee (includes percolation test and final inspection)	\$500/lot	\$700/lot	\$600/lot	\$250/lot	\$600/lot	\$800/lot
Lot Line Revisions: \$100						
Request for Planning Waiver & Non-Building Declaration: \$100						
Permit Transfer or Permit Renewal: \$80/permit						
Ten-Acre Exemption Verification Fee: \$25/lot						
Retaining Tank: \$250/lot						
Septic Tank Replacement Only: \$250						
Small Flow Treatment Facilities: \$100.00/inspection						
Component 1 Processing: \$100						
Component 2 Processing: \$200						
Component 3 Processing: \$50						

When a soil scientist is required, the applicant is responsible for all their fees

ORDINANCE NUMBER 55, 2016

**Third 2016 Public Health Fund Budget Supplemental Appropriation
Of \$18,744 For Increase In Environmental Fees**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter; certified by the County Executive that a supplemental appropriation of \$18,744 in the 2016 Public Health Fund Budget for increase in Environmental Fees, 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

André R. Horton, Chairman

Date: _____

Jay Breneman, Vice Chairman

Edward T. DiMattio, Jr.

Approved by:

Kathy Fatica

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

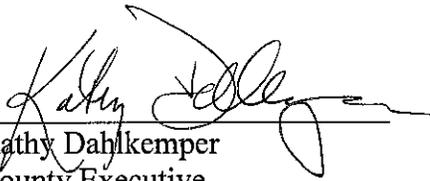
Date: _____

Fiore Leone

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 \$18,744 for an increase in environmental fees.



Kathy Dahlkemper
County Executive

7/18/16

Date

**Exhibit A
 2016 Public Health Fund Budget
 Supplemental Appropriation of \$18,744
 For Increase in Environmental Fees**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Service Fees	056-018030-042750	(18,744)
Total Revenue		<u>(18,744)</u>
<u>Total Expenditures</u>		
All Other Supplies	056-018030-003330	18,744
Total Expenditures		<u>18,744</u>

ORDINANCE NUMBER 59, 2016

**Amending Article III, Section 1(D)(14), of the Administrative Code Of Erie County,
Previously Amended By Ordinance Number 63, 2015**

WHEREAS, the Administrative Code of Erie County was previously amended by Ordinance Number 63, 2015.

THEREFORE, BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article XI, Section 12 of the Erie County Home Rule Charter that the amendment regarding the following addition to Article III, Section 1(D)(14) in the Administrative Code of Erie County is hereby approved as outlined:

“c. Any proposed contracts using state and federal funds, regardless of the amount, involving the following functions of the Department of Human Services: coordination of programs and services for the aging, prevention and treatment of drug and alcohol abuse, Mental Health/Intellectual Disabilities/HealthChoices Programs and services, Children & Youth Services, and Adult and Residential Services.”.

BE IT FURTHER ENACTED that the Council Clerk circulates the amended language to all departments for insertion into their copy of the Administrative Code, including references to this ordinance and the date of its passage, and arranges for posting of the updated Code on the Erie County website.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

André R. Horton, Chairman

Date: _____

Jay Breneman, Vice Chairman

Edward T. DiMattio

Approved by:

Kathy Patica

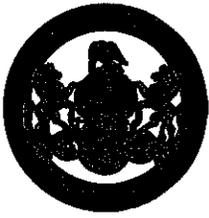
Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

Fiore Leone

Carol J. Loll



Erie County Department of Human Services

154 West Ninth Street
Erie, Pennsylvania 16501-1303
Telephone: 814-451-6860 • TTY: 814-451-6858 • Fax: 814-451-6868

Kathy Dahlkemper
County Executive

John A. DiMattio
DHS Director
MH/ID Administrator

July 13, 2016

To: Kathy Dahlkemper and County Council Members

From: John DiMattio, Lana Rees and Dave Sanner

Re: Proposed Amendment to the Administrative Code – Department of Human Services Contracts

Attached you will find the proposed amendment that adds language specific to the exemption of the Department of Human Services contracts from the formalized bid process.

Currently, the Department of Human Services (DHS) contracts with 180+ providers annually. These providers are involved in 285+ contracts per year with almost all being above the \$25,000 threshold.

A review of the current language indicates we are operating within the parameters of our state and federal funding regulations, but outside of the current language of the Administrative Code. We believe that the addition would provide an accurate depiction of our current Erie County practice to the Administrative code.

Our request for this language modification is consistent with that of other Pennsylvania County Human Services Departments.



Proposed Amendment to Erie County Administrative Code

Article III - PURCHASING AND SALE PROCEDURES

Section 1 - Purchasing Code

D. Formal Competitive Bid Procedure, Number 14

Current Administrative Code:

14. Contracts for the purchase or rental of materials, supplies, furnishings, equipment, or other personal property, insurance coverage, and services by independent contractors involving an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000) for which the foregoing formal competitive bid procedure is not required are as follows:

(a) Professional services are defined to pertain only to the medical or legal profession and certified public accountants. All others must comply with the bidding procedures as set forth in the Administrative Code of the County of Erie.

(b) Those involving emergency purchases which are subject to the emergency competitive bid procedure set forth in Section 5 below, upon a showing that such purchases are required for the health, safety, and welfare of the people or for the protection of property, and that there is a present, immediate, and existing emergency which reasonably could not be foreseen.

Proposed Additional Language to include:

(c) Any proposed contracts using state and federal funds, regardless of the amount, involving the following functions of the Department of Human Services: coordination of programs and services for the aging, prevention and treatment of drug and alcohol abuse, Mental Health/Intellectual Disabilities/Health Choices programs and services, Children and Youth Services and Adult and Residential Services.

ORDINANCE NUMBER 60, 2016

**Amending Article II, Section 5(A), of the Administrative Code Of Erie County,
Previously Amended By Ordinance Number 59, 2016**

WHEREAS, the Administrative Code of Erie County was previously amended by Ordinance Number 59, 2016.

THEREFORE, BE IT ENACTED by the County Council of the County of Erie, pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article XI, Section 12 of the Erie County Home Rule Charter that the amendment regarding the following addition to Article II, Section 5(A) in the Administrative Code of Erie County is hereby approved as outlined:

“17. Employees of Erie County may not serve as official appointees to authorities, boards, commissions and other organizations of County government, except where required by state or federal regulation, or County Charter or statute. ”

BE IT FURTHER ENACTED that the Council Clerk circulates the amended language to all departments for insertion into their copy of the Administrative Code, including references to this ordinance and the date of its passage, and arranges for posting of the updated Code on the Erie County website.

This ordinance shall be effective immediately upon adoption.

Attest:

Douglas R. Smith
County Clerk

Date: _____

Approved by:

Kathy Dahlkemper,
County Executive

Date: _____

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

André R. Horton, Chairman

Jay Breneman, Vice Chairman

Edward T. DiMattio

Kathy Fatica

Dr. Kyle Foust

Fiore Leone

Carol J. Loll

ORDINANCE NUMBER , 2016

**_____ 2016 General Fund Budget Supplemental Appropriation Of \$4,900 Grant
For Veteran's Treatment Court**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter; certified by the County Executive that this 2016 General Fund Budget Supplemental Appropriation of a \$4,900 grant for Veteran's Treatment Court, 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

André R. Horton, Chairman

Date: _____

Jay Breneman, Vice Chairman

Edward T. DiMattio, Jr.

Approved by:

Kathy Fatica

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

Fiore Leone

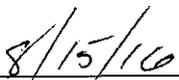
Carol J. Loll

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 \$4,900 for a Veteran's Treatment court grant.



Kathy Dahlkemper
County Executive



Date

**Exhibit A
 2016 General Fund Budget
 Supplemental Appropriation of \$4,900
 For Veteran's Treatment Court Grant**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Grant	001-004010-051300	(4,900)
Total Revenue		<u>(4,900)</u>
<u>Total Expenditures</u>		
All other Supplies	001-004010-003330	4,900
Total Expenditures		<u>4,900</u>



pennsylvania
VETERANS' TRUST FUND

**GRANT APPLICATION
COVER PAGE**

ORGANIZATION: Erie County Dept of Veterans Affairs WEBSITE: www.eriecountypa.gov

ADDRESS: 140 West 6th Street Room 101

CITY: Erie STATE: PA ZIP: 16501

CONTACT PERSON: Cherise N. Gibbs Pope TITLE: Veterans Affairs Coordinator

PHONE: 814-451-6270 FAX: 814-451-7477 EMAIL: cgibbs@eriecountypa.gov

FEDERAL EMPLOYER ID# (EIN): 25-6001027 PA VENDOR #: 1829 3167

LEGISLATIVE DISTRICTS: PA HOUSE DISTRICT#: 1 PA SENATE DISTRICT#: 49

Information can be found at <http://www.legis.state.pa.us>

U.S. HOUSE DISTRICT#: 3rd Information can be found at <http://www.house.gov>

PROJECT TITLE: Incentives for Veterans Court PROJECT PERIOD (months): 12 18 24

PROJECT DIRECTOR: Erie County Veterans Treatment Court FINANCIAL OFFICER: Cherise N. Gibbs Pope

GRANT REQUEST: ~~\$4905.35~~ ⁴⁹⁰⁰ MATCHING FUNDS: \$153 TOTAL COST: \$5118.35

Amount awarded is \$4900

- PROGRAM AREA: 1. CHARITABLE ORGANIZATIONS/VETERANS' SERVICE ORGANIZATIONS
 A. HOMELESSNESS C. EMPLOYMENT & WORKFORCE DEVELOPMENT INITIATIVES
 B. POST-TRAUMATIC STRESS DISORDER D. OTHER
2. COUNTY DIRECTORS OF VETERANS AFFAIRS
 A. VETERANS OUTREACH C. OTHER
 B. VETERANS' COURTS

The undersigned hereby certifies that information contained in this proposal is true and correct to the best of my knowledge, that I am authorized to submit this application on behalf of the organization, and that this organization will execute a grant agreement with DMVA if a grant is awarded for the purpose stated within this application.

SIGNATURE: *Cherise N. Gibbs Pope* DATE: 2/5/2016
 PRINTED NAME: Cherise N. Gibbs Pope TITLE: Veterans Affairs Coordinator
 PHONE: 814-451-6270 EMAIL: cgibbs@eriecountypa.gov

Department of Military and Veterans Affairs
 OA Budget and Finance, ATTN: Division of Grants
 Bldg. 0-47, Fort Indiantown Gap
 Annville, Pennsylvania 17003-5002

Email: RA-MVVeTrustFund@pa.gov
 Phone: 717-861-6979

- Required Attachments:
 Cover Page
 Executive Summary
 Program Detail
 Budget Worksheet
 Budget Narrative
 Most Recent IRS 990 Form (if applicable)
 IRS 501(c)(3) letter



ATTACHMENT 1. EXECUTIVE SUMMARY. Provide a brief overview of your organization and grant proposal. Please also include a list of partnerships that you have established with other Military or Veteran Organizations.

The Erie County Veterans Treatment Court is a collaborative effort between the Veterans Affairs Office, District Attorney's Office, Public Defender's Office, Office of Children and Youth, Adult Probation Office, Volunteer Veteran Mentors, and the Erie VA Medical Center's Veterans Justice Outreach Coordinator. The Court's mission is to provide a therapeutic justice program designed to assist Veterans in the criminal justice system who suffer from Traumatic Brain Injury, Post-Traumatic Stress, Military Sexual Trauma, substance abuse, or any other psychological conditions that are a result of the Veteran's military service. Using an interagency approach, Veterans receive therapy and supervision to aide them in their goal of recovery.

ATTACHMENT 2. PROGRAM DETAIL. Explain how your organization plans to use the grant funding, if awarded. Include program objectives, timeline, performance measures and anticipated outcomes.

If awarded the grant, The Veterans Treatment Court will purchase various materials as incentives for Veterans as well as graduation materials. Veterans in Treatment Court must spend a minimum of a year and a half to two years in treatment court in order to graduate from the program. The goal is to assist the Veteran in addressing any mental health related issues that may cause relapse in the future by setting them up with an individual therapist as well as group therapy programs through the VA Behavioral Clinic. With therapy, Veterans will learn how to responsibly cope with mental illness and causes of relapse. Veterans with substance abuse disorders will attend an Intensive Inpatient or Outpatient program designed to educate Veterans on addiction and how to prevent future relapses.

Performance will be measured by the level of compliance to the court's rules, amount of clean and non-diluted urines, and progress in areas specific to each Veteran, such as finding stable housing or maintaining a job. Veterans will be graduated to the next phase based on this performance. After completion of all phases of treatment, the Veteran will then graduate from the program. Veterans are also asked to give insight into their recovery and asked how they plan to continue leading a clean life during the program and beyond.

ATTACHMENT 3. BUDGET WORKSHEET. Identify budget expenditures by category and list additional sources of funding, if applicable, for this initiative.

BUDGET CATEGORY	GRANT REQUEST	OTHER FUNDING (If Applicable)	TOTAL COST
PERSONNEL (Salary, Wages)	X	X	X
FRINGE BENEFITS	X	X	X
EMPLOYEE TRAVEL	X	X	X
EMPLOYEE TRAINING	X	X	X
EQUIPMENT Service Flags and POWMIA Flag	X	X	X
SUPPLIES	X	X	X
CONSTRUCTION	X	X	X
AUDIT EXPENSES	X	X	X
CONTRACTED SERVICES (Explain)	X	X	X
CONTRACTED SERVICES (Explain)	X	X	X
OTHER COSTS (Explain) Challenge Coins for Graduation (100)	\$699.00	\$0	\$699.00
OTHER COSTS (Explain) Shirts for Graduation and Mentors	\$800.00	\$0	\$800.00
OTHER COSTS (Explain) The Big Book (50)	\$446.50	\$0	\$446.50
OTHER COSTS (Explain) Narcotics Anonymous 6 th Ed, (50)	\$577.50	\$0	\$577.50
OTHER COSTS (Explain) Misc. Incentives	\$1000.00	\$0	\$1000.00
OTHER COSTS (Explain) Monthly Planners	\$202.50	\$0	\$202.50
OTHER COSTS (Explain) Coffee Cards for Mentors	\$500.00	\$0	\$500.00
OTHER COSTS (Explain) Estimated Taxes and Shipping for Items	\$674.50	\$0	\$674.50
TOTAL	\$4900.00	\$0	\$4900.00

ATTACHMENT 4. BUDGET NARRATIVE. Explain in chronological order how your organization plans to execute this funding. Include detailed budget requirements, cost calculations and additional sources of funding, if applicable.

If awarded a Veterans Trust Fund Grant, it is the Office of Veterans Affairs Intent to provide monthly planners to participants to assist them in keeping track of all court appearances and scheduled group and individual therapy sessions with the VA and other providers. The cost of 50 monthly planners is approximately \$202.50 at a cost of \$4.05 per planner when purchased through W.B. Mason, the County's current supplier of office supplies.

The Office of Veterans Affairs also intends to provide participants with a copy of The Big Book from Alcoholics Anonymous or the Narcotics Anonymous book, depending on each individual situation. The Big Book, when purchased directly from Alcoholics Anonymous World Services will cost \$9.50 per book, at a pre-tax and pre-shipping cost of \$446.50 for 50 books. The basic text for Narcotics Anonymous will cost \$11.55 per book, for a pre-tax and pre-shipping cost of \$577.50. These books will serve as a resource for Veterans to use while in recovery. Participants may be asked to read chapters and identify parallels between the book and the Veterans life. They may also be asked to relay this information to the court or therapist in an oral or written presentation. The line for \$300.00 will cover shipping and estimated taxes on the books.

The key difference between civilian Treatment Courts and the Veterans Treatment Courts is the mentor component. Thus far, our volunteer mentors have paid out of pocket to travel into Erie from all over the County to meet with their mentees. Normally, before court proceedings, the mentors meet with their mentee and have lunch or coffee. While the mentors have had no problem playing out of pockets coffee during these meetings, I propose budgeting \$500 to pay for gift cards for coffee to ease the financial burden for our volunteer mentors and help encourage more volunteers in the future by making it easier to volunteer. I am also requesting \$800.00 to cover the cost of polo shirts for both the mentors and Veterans upon graduation.

Research has shown the use of tangible incentives can provide positive reinforcement and encourage abstinence. Currently the Erie Veterans Treatment Court only uses applause and verbal praise as an incentive for participants. The request of \$1000.00 would cover the cost of tangible incentives to include, but not limited to, bus tokens, gift cards, frames for graduation certificates, and other items that may be specific to a Veteran's hobby.

Finally, I am requesting \$699.00 to cover the cost of Challenge coins to be awarded to Veterans and their Mentors when the Veteran graduates from Treatment Court. The goal is to provide the coin to remind the Veteran of the work and adversity they've overcome to graduate from the program. Much like military specific challenge coins, this will also boost morale and serve as a final tangible incentive to the Veteran.

Any left over funding from any line items will be transferred to the incentives line.



June 9, 2016

Ms. Cherise Gibbs Pope
Erie County Veterans Affairs Office
140 West 6th St Room 101
Erie, Pennsylvania 16501

Dear Ms. Gibbs Pope :

The enclosed grant agreement between Erie County Veterans Affairs Office and the Department of Military and Veterans Affairs has been signed and is fully executed as of June 6, 2016.

The performance period of the grant is from June 1, 2016 to May 31, 2018. No expenses incurred prior to June 1, 2016 may be charged to the grant.

Payment for the entire grant award of \$4,900.00 has been initiated, with an anticipated pay date of June 27, 2016. This date is an estimate and may be subject to change by the Comptroller or Treasury. We continually monitor payment processing and will notify you of any changes.

Report forms will be provided electronically in the near future. Report submissions and any correspondence can be emailed to the Grants Division at RA-MVDMVAGrants@pa.gov.

Please do not hesitate to contact me at 717-861-8479 or Jennifer Snyder at 717-861-6979 if you have any questions or need assistance throughout the grant period.

Sincerely,

A handwritten signature in cursive script that reads "Shannan Zerance".

Shannan Zerance
Chief, Division of Grants
Bureau of Budget and Finance

GRANT AGREEMENT
BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
AND
ERIE COUNTY CHIEF EXECUTIVE OFFICER

This Grant Agreement is made and entered into this 6 day of June, 2016 by and between the Commonwealth of Pennsylvania, Department of Military and Veterans Affairs, and the Erie County Chief Executive Officer, to establish the terms and conditions of a grant awarded from the Pennsylvania Veterans' Trust Fund.

Parties:

1. **The Department of Military and Veterans Affairs.** The Department of Military and Veterans Affairs (hereinafter called "DMVA" or the "Department") is an executive agency of the Commonwealth of Pennsylvania. Its duties include assisting Veterans by providing long-term care, blind and paralyzed pensions, emergency assistance, educational gratuities, real estate tax exemption, and support in applying for benefits available through the U.S. Department of Veterans Affairs and administering the Veterans' Trust Fund (hereinafter called "VTF").
2. **Erie County Chief Executive Officer.** The Erie County Chief Executive Officer provide services to Veterans through the Eric County Veterans Affairs Office (hereinafter called "ECVA", "Grantee" or "Contractor"). ECVA is an organization eligible to receive VTF funding in accordance with the VTF authorizing statute.

Background:

3. The VTF was established by Section 1701-A.1. of the Fiscal Code, Act of April 9, 1929 (P.L.343, No.176), as amended by the Act of Jul. 18, 2013, P.L. 574, No. 71. The act of October 24, 2012 (P.L.1602, No. 194) amended the Military and Veterans Code, Title 51 of the Pennsylvania Consolidated Statutes and Transportation Code, Title 75 of the Pennsylvania Consolidated Statutes, to create the framework for the funding, operation, maintenance and use of the VTF. Monies deposited in the VTF will be expended exclusively as described in 51 Pa.C.S. § 1721 (c).
4. ECVA submitted an application to DMVA in response to a Notice of Funding Announcement for a Fiscal Year 2015-16 VTF grant for the purpose of providing Veterans' Treatment Court services to Veterans. The grant application is attached hereto as Exhibit A and made part hereof.
5. Contingent on the final approval and execution of this Grant Agreement, DMVA has approved the award of a grant in the amount of \$4,900.00 to ECVA.
6. The grant is awarded for a term of 24 months, with a project period from 6/1/2016 to 5/31/2018.

7. The effective date of this Grant Agreement will be the final date that the contract has been routed, fully approved and signed by all parties.
8. The purpose of this Grant Agreement is to set forth, define, and establish mutual agreements, understandings, and obligations by and between DMVA and ECVA.

Terms and Conditions:

9. **Grant.** Out of funds specifically appropriated and released to DMVA and made available for expenditure by the Veterans' Trust Fund, DMVA agrees to provide a grant to ECVA in the amount of \$4,900.00. ECVA agrees to accept the grant and expend it exclusively and solely for such purposes described in this Grant Agreement, to include the purposes described by the Grantee in its grant application included herein as Exhibit A.
10. **Command and Control.** Immediate command and control over all ECVA resources and personnel employed in accordance with this Grant Agreement shall rest with ECVA at all times. All ECVA operations conducted pursuant to this Grant Agreement shall be conducted in strict accordance with applicable laws and regulations and ECVA directives.
11. **Service to Eligible Participants.** ECVA agrees that it will provide services to all eligible participants without regard to membership or affiliation.
12. **Payments.** Subject to the availability of Commonwealth funds and compliance with the terms and conditions of this Grant Agreement, DMVA will pay ECVA the grant amount of \$4,900.00 upon final approval and signature of a fully executed Grant Agreement.
13. **ECVA Actions on Receipt of Payments.** Upon receipt of grant payment from DMVA, ECVA will promptly deposit the funds in a separate, interest-bearing account in a bank or other financial institution insured by the FDIC, FSLIC, NCUA or equivalent governmental insurer. The funds paid to ECVA and any interest earned thereon will be expended in accordance with this Grant Agreement and for no other purposes. ECVA agrees to account for said principal and interest and to keep separate books and records that will establish the receipt and expenditure of all funds associated with this Grant award. DMVA reserves the right to request an audit of ECVA's records pertaining to project performance, financial transactions and compliance with the terms of this Grant Agreement. ECVA agrees to make said records available to DMVA or its designated representatives.
14. **Term.** The term of this Grant Agreement shall commence on the Effective Date (as defined below). Subject to the other provisions of this Grant Agreement, the Grant provided hereunder shall be expended within 24 months of the 6/1/2016. Any audit required in Paragraph 31 of this Grant Agreement shall be payable out of grant funds. Except as otherwise provided in the Grant Agreement, any grant funds not expended by the Termination Date of this Agreement, which is 5/31/2018, shall be returned to DMVA as provided in this Grant Agreement.
15. **Effective Date.** The Effective Date of this Grant Agreement is the date of completion of a fully executed Grant Agreement. A fully executed Grant Agreement is one that has been signed by ECVA and by the Department and contains all approvals required by

Commonwealth contracting procedures. This Grant Agreement is not binding or enforceable against any Commonwealth of Pennsylvania party until this document has been fully executed and sent to ECVA.

16. **Grant Period.** Funds paid under the Grant Agreement may cover costs approved in the grant application submitted by ECVA and expended by ECVA on or after the beginning of the Grant Period. Costs incurred by ECVA between the beginning of the Grant Period and the Effective Date described in Paragraph 15 will be allowed under the Grant Agreement provided the Agreement is fully executed. Such costs are incurred at the risk of ECVA.
17. **Periodic Review of Performance.** The Department or its representative shall have the right to make reasonable inspections to monitor ECVA's performance under this Grant Agreement. DMVA will review ECVA's project performance, funding execution and documentation of expenditures on a continuing basis.
18. **Future Appropriations.** ECVA has no expectation of additional grants or continuation funding related to this project or Grant award.
19. **Liability.** DMVA is not responsible for any claims, damages or liability whatsoever arising out of, or related to, ECVA projects, equipment, personnel, programs or services funded in whole or in part by this Grant Agreement. Nothing in this Grant Agreement will be construed to waive or otherwise affect the sovereign immunity of the Commonwealth of Pennsylvania.
20. **Hold Harmless.** The ECVA shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based on or arising out of any activities performed by the ECVA and its employees and agents under this Grant Agreement; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the ECVA's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by ECVA, its employees or agents under this Grant Agreement, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on ECVA premises or property or transportation associated with initiatives funded in whole or in part by this Grant Agreement, whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting the existing sovereign immunity of the Commonwealth or of its agents or employees. ECVA shall furnish to the Department proof of insurance as required by this paragraph.
21. **Other Insurance/Payment Requirements.** ECVA shall provide workers' compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant Agreement.

22. **Compliance with Statutes and Regulations.** All activities authorized by this Grant Agreement shall be performed in accordance with applicable statutes, regulations, conditions, directives, and guidelines. ECVA acknowledges that this Grant Agreement is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by DMVA as necessary. ECVA also agrees to comply with all applicable state statutes and regulations.
23. **Assignment, Transfer, Collateral Use.** This Grant Agreement shall be binding upon and inure to the benefit of the Department, ECVA, and their respective successors and assigns, except that ECVA may not assign or transfer its rights hereunder without the prior written consent of the Department. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Department and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.
24. **Independent Contractor.** The rights and duties hereby granted to and assumed by ECVA are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment or agency relationship between the Department and ECVA.
25. **Interest of Parties and Others.** No officer, member, employee, independent contractor or elected official of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant Agreement shall participate in any decision relating to this Grant Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant Agreement or the proceeds thereof. ECVA agrees that it (including its directors, officers, members and employees of ECVA) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant Agreement. ECVA further covenants that no person having any such interest shall be employed in the performance of activities for this Grant Agreement.
26. **Subcontracts.**
- a. Except as provided in subparagraph (c), ECVA shall not execute or concur in any subcontract or subgrant agreement with any person or entity in any respect concerning the activities herein without the prior written approval of DMVA. ECVA shall be responsible for the quantity and quality of the performance of any of its subcontracts.
 - b. ECVA shall not execute or concur in any subcontract declared disapproved by the Department. A subcontractor shall be automatically disapproved, without a declaration from the Department, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government.

- c. Prior written approval from DMVA shall not be required for the purchase of articles, supplies, equipment and activities which are necessary for the performance of the work required under this Grant Agreement.
 - d. All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Department Regulations, subsection (b). In addition, all subcontracts involving the pass through of Grant Agreement funds to subrecipients must include the audit requirements contained in the Article entitled Grant Agreement Audit and Closeout Requirements.
 - e. ECVA is responsible for ensuring that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit reports are required to be returned to the Department, through ECVA.
27. **Records.** ECVA, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant Agreement, and reflecting all matters and activities covered by this Grant Agreement.
- a. At any time during normal business hours and as often as the Department deems necessary, ECVA shall make available for inspection by the Department, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant Agreement and will permit the Department to audit, examine and make copies of such records.
 - b. All required records shall be maintained by ECVA for a period of three (3) years from the date of final audit or closeout of this Grant Agreement by the Department, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.
 - c. ECVA records containing Protected Health Information (PHI) shall be safeguarded in accordance with the HIPAA Privacy Rule, 45 CFR 160, 162, and 164.
28. **Progress Reports.**
- a. ECVA and its subcontractors shall furnish to the Department such progress reports in such form and quantity as the Department may from time to time require, including but not limited to status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow up reports and any and all other information relative to the Grant Agreement as may be requested.
 - b. Grantees awarded funding for projects with a performance period of twelve (12) months or less shall, at a minimum, provide monthly progress reports to the Department no later than fifteen (15) business days after the end of each month beginning on the Effective Date and continuing until the Termination Date of this Grant Agreement.
 - c. Grantees awarded funding for projects with a performance period of more than twelve (12) months shall, at a minimum, provide quarterly progress reports to the Department no

- later than thirty (30) business days after the end of each quarter beginning on the Effective Date and continuing until the Termination Date of this Grant Agreement.
- d. The Department may, at its discretion, require Grantees with performance periods of any length or term to submit monthly progress or financial reports.
 - e. The Department will provide reporting forms for use by ECVA, which must be used in conjunction with the reports referenced herein.
29. **Acknowledgment of Commonwealth Assistance.** Any ECVA publication funded by this Grant award will acknowledge Commonwealth financial assistance as follows: "Financial support provided by a Veterans' Trust Fund grant from the Pennsylvania Department of Military and Veterans Affairs." All pamphlets, publications, press releases, marketing and media funded by this Grant award shall contain the Veterans Trust Fund logo, which will be provided by the Department.
30. **Travel Costs.** Travel costs incurred by ECVA that are paid with VTF Grant funds will not exceed those established by Management Directive 230.10 Amended, as revised and updated from time to time by the Commonwealth.
31. **Grant Agreement Audit and Closeout Requirements.**
- a. This Grant Agreement is funded entirely with state funds.
 - b. For grant awards of less than \$50,000, Grantees shall submit a compiled financial statement no later than three (3) months after the Termination Date of this Grant Agreement. Grantees must submit financial and programmatic reporting as required during the grant period.
 - c. For grant awards of \$50,000 or more, Grantees must submit a Project Audit, performed by a certified public accountant, accounting for expenditures from this grant award no later than six (6) months after the Termination Date of this Grant Agreement.
 - d. Obtaining a compiled financial statement or conducting a Project Audit as required by this Grant Agreement is the sole responsibility of ECVA.
 - e. The cost of obtaining a compiled financial statement or conducting a Project Audit as required by this Grant Agreement is an allowable expense charged to this grant award.
 - f. Audits performed under the Single Audit Act of 1984 will not be accepted in lieu of a Project Audit required under this Grant Agreement.
 - g. The Project Audit must be a financial audit conducted in accordance with the provisions of the U.S. General Accounting Office's Government Auditing Standards, current revision.
 - h. A Project Audit or a compiled financial statement will cover expenditures from the grant awarded under this Grant Agreement and will encompass the period from the Performance Date of 6/1/2016 through 5/31/2018, which is the Termination Date of this award.
 - i. Expenditures made on or after the Performance Date of this Grant award, but prior to the Effective Date of a fully signed and executed Grant Agreement, that ECVA anticipates will be charged to grant funds, are made at the sole risk and expense of ECVA in the event that the Grant Agreement is not executed.
 - j. ECVA agrees that if the final audit of the Grant Agreement as accepted by the

- Department or any duly authorized representative discloses that the full amount of the Grant Agreement was not required to complete the project or that funds were improperly used, then the funds that were unused, improperly used or expended but not required to complete the project shall be repaid to the Department within thirty (30) days of submission of the audit.
- k. The Commonwealth reserves the right for state agencies or their authorized representatives to perform additional audits of a financial or performance nature if deemed necessary. Any such additional audit work will rely on work already performed by ECVA or its auditor. The costs for any additional work performed by state or federal agencies will be borne by those agencies at no additional expense to ECVA.
 - l. All terms and conditions of this Grant Agreement will remain in effect and be binding upon the parties thereto until all reports, audits and investigations related to the project are submitted and accepted by DMVA.
 - m. None of the above provisions under this article exempts ECVA from maintaining records of state financial assistance programs or providing, upon request, access to such records to the Department or its authorized representatives.
 - n. The submission of a Single Audit in accordance with the Single Audit Act and related Circulars does not exempt the Grantee from complying with all audit and closeout procedures as may be required by the Department.
32. **Temporary Suspension.** Upon written notice and at any time during the period covered under this Grant Agreement, the Department may suspend payments and/or request suspension of all or any part of the Grant Agreement activities. The Department may give such notice to suspend for the following reasons:
- a. 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.
 - b. When, in the opinion of the Department, 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.
 - c. During the term of suspension, the Department and ECVA 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 Grantee shall be placed in an interest-bearing program expenditures account. The Grantee may not expend any such funds during the period that the Grant Agreement is suspended except pursuant to an order by a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant Agreement within a reasonable period of time.
 - d. This Grant Agreement is also conditioned upon complete performance by the Contractor of past agreements or contracts between the Department and the Contractor. Complete performance includes the Contractor's timely submission of the required final audit of past agreements or contracts to the Department. In the event that the Department determines that there has been incomplete performance of past agreements or contracts

by the Contractor, the Department, by giving written notice to the Contractor, will suspend payments under this Grant Agreement until such time as the Contractor has fulfilled its obligations under past agreements or contracts to the satisfaction of the Department. When the Contractor has fulfilled its obligation under past agreements or contracts to the Department's satisfaction, the Department will resume payments under this Grant Agreement.

33. **Termination.** DMVA may terminate this Grant Agreement at any time for its convenience or for any other reason if it determines that termination is in its best interest or the best interest of the Commonwealth, or is otherwise appropriate, by giving written notice to ECVA of such termination and specifying the effective date thereof. ECVA may terminate this Grant Agreement by giving 60 days written notice to the Commonwealth of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Contractor is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to DMVA on or before the effective date of termination and all project records shall be made available to DMVA.
34. **Entire Agreement.** This Grant Agreement, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above. No provision of this Grant Agreement shall be construed in any manner so as to create any rights in third parties not party to this Grant Agreement. It shall be interpreted solely to define specific duties and responsibilities between the Department and the Contractor and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.
35. **Amendments and Modifications.** A properly executed Grant Agreement amendment is required to change the termination date of this Grant Agreement, to change the Grant Agreement Performance Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Grant Agreement. Revisions to the program budget amounting to no more than 15% may be made with written approval from DMVA upon written request by the Contractor.
36. **Severability.** Should any section or any part of any section of this Grant 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 Grant Agreement.
37. **Construction.** This Grant Agreement shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth of Pennsylvania. All of the terms and conditions of this Grant Agreement are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and

shall not control or affect the meaning or construction of any of the terms or provisions herein.

38. **Nonwaiver of Remedies.** No delay or failure on the part of the Department in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Department hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Department shall have the right at all times to enforce the provisions of this Grant Agreement in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Department in refraining from so doing at any time. The failure of the Department at any time to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Grant Agreement or as having in any way or manner modified or waived the same.

39. **Standard Provisions.** ECVA agrees to comply with the standard provisions for this Grant Agreement, which are appended hereto, incorporated by reference herein and made part hereof. The following provisions are appended to this Grant Agreement:

- Appendix A - Contractor Responsibility and Offset Provisions
- Appendix B - Non-Discrimination/Sexual Harassment Clause
- Appendix C - Right-to-Know Law
- Appendix D - Pennsylvania Electronic Payment Program (PEPP)
- Appendix E - Americans with Disabilities Act Provisions
- Appendix F - Contractor Integrity Provisions
- Appendix G - Compliance with Anti-Pollution Regulations

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first written above.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**

ATTEST:

Kara Kuntzel
Witness

Anthony J. Carrelli
Anthony J. Carrelli
Brigadier General, Pennsylvania
Air National Guard
Acting Adjutant General

ERIC COUNTY VETERANS AFFAIRS OFFICE

ATTEST:

Cherise N. Gibbs-Pope
Witness

Gary N. Lee
Cherise N. Gibbs-Pope
Coordinator
GARY N. LEE
DIRECTOR OF ADMINISTRATION

FEDERAL ID# (EIN): 256001027

COMM. OF PA VENDOR#: 159008 - 002

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Chief Counsel, DMVA
[Signature]
Office of General Counsel

[Signature] 5/6/16
Office of Attorney General

FUNDS CERTIFICATION

I hereby certify that funds in the amount of \$4,900.00 are available under:

Fund 2941200000

Cost Center 1340192000

G/L 6600400

[Signature]
Comptroller

6/6/16
Date

FC: 4100073095

APPENDIX A
CONTRACTOR RESPONSIBILITY AND OFFSET PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, GRANTEE, or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, GRANT AGREEMENT, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth. The term Bid/Contract includes this GRANT AGREEMENT.

Contractor Responsibility Provisions

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

Offset Provision

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

From Management Directive 215.9

APPENDIX B

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

7. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

From Management Directive 215.16

**APPENDIX C
RIGHT-TO-KNOW LAW**

1. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
2. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
3. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - a. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - b. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
4. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
5. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
6. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
7. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

8. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

9. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

From Management Directive 205.36

APPENDIX D
PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM (PEPP)

1. The Commonwealth will make payments to the recipient through the Automated Clearing House (ACH). Within 10 days of the grant award, the recipient must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
2. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the recipient to properly apply the state agency's payment to the respective invoice or program.
3. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

From Management Directive 310.30

APPENDIX E
PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

1. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the GRANTEE understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this GRANT AGREEMENT or from activities provided for under this GRANT AGREEMENT. As a condition of accepting and executing this GRANT AGREEMENT, the GRANTEE 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 COMMONWEALTH through contracts with outside contractors.

2. The GRANTEE shall be responsible for and agrees to indemnify and hold harmless the DEPARTMENT from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the DEPARTMENT as a result of the GRANTEE'S failure to comply with the provisions of paragraph 1.

From Management Directive 215.12

APPENDIX F

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

From Management Directive 215.8

APPENDIX G

COMPLIANCE WITH ANTI-POLLUTION REGULATIONS

The Contractor and its subcontractors agree that in the performance of their obligations under this Grant Agreement they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

ATTACHMENT 3. BUDGET WORKSHEET. Identify budget expenditures by category and list additional sources of funding, if applicable, for this Initiative.

BUDGET CATEGORY	GRANT REQUEST	OTHER FUNDING (If Applicable)	TOTAL COST
PERSONNEL (Salary, Wages)	X	X	X
FRINGE BENEFITS	X	X	X
EMPLOYEE TRAVEL	X	X	X
EMPLOYEE TRAINING	X	X	X
EQUIPMENT Service Flags and POWMIA Flag	X	X	X
SUPPLIES	X	X	X
CONSTRUCTION	X	X	X
AUDIT EXPENSES	X	X	X
CONTRACTED SERVICES (Explain)	X	X	X
CONTRACTED SERVICES (Explain)	X	X	X
OTHER COSTS (Explain) Challenge Coins for Graduation (100)	\$699.00	\$0	\$699.00
OTHER COSTS (Explain) Shirts for Graduation and Mentors	\$800.00	\$0	\$800.00
OTHER COSTS (Explain) The Big Book (50)	\$446.50	\$0	\$446.50
OTHER COSTS (Explain) Narcotics Anonymous 8 th Ed, (50)	\$577.50	\$0	\$577.50
OTHER COSTS (Explain) Misc. Incentives	\$1000.00	\$0	\$1000.00
OTHER COSTS (Explain) Monthly Planners	\$202.50	\$0	\$202.50
OTHER COSTS (Explain) Coffee Cards for Mentors	\$500.00	\$0	\$500.00
OTHER COSTS (Explain) Estimated Taxes and Shipping for Items	\$674.50	\$0	\$674.50
TOTAL	\$4900.00	\$0	\$4900.00

ORDINANCE NUMBER , 2016

**2016 Public Health Fund Budget Supplemental Appropriation Of \$1,625 To
Adjust Nurse Family Partnership Fund Balance Appropriated Revenue Line**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter; certified by the County Executive that this supplemental appropriation of \$1,625, to adjust down the Nurse Family Partnership Fund Balance Appropriated Revenue Line in the 2016 Public Health Fund Budget, 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

André R. Horton, Chairman

Date: _____

Jay Breneman, Vice Chairman

Edward T. DiMattio, Jr.

Approved by:

Kathy Fatica

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

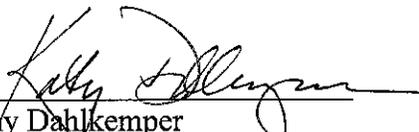
Date: _____

Fiore Leone

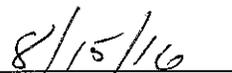
Carol J. Loll

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 \$1,625 to adjust the Nurse Family Partnership fund balance appropriated.



Kathy Dahlkemper
County Executive



Date

**Exhibit A
 2016 Public Health Fund Budget
 Supplemental Appropriation of \$1,625
 To Adjust Nurse Family Partnership
 Fund Balance Appropriated**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Fund Balance Appropriated	056-018022-099500	1,625
Total Revenue		<u>1,625</u>
<u>Total Expenditures</u>		
All Other Supplies	056-018022-003330	(1,625)
Total Expenditures		<u>(1,625)</u>

ERIE COUNTY DEPARTMENT OF HEALTH

ecdh.org



Melissa C. Lyon, MPH
Director

Kathy Dahlkemper
County Executive

Date: July 14, 2016

TO: James Sparber, Director
Erie County Finance Department

CC: Kathy Dahlkemper, County Executive
Gary Lee, Director of Administration
Sue Ellen Pasquale, Manager of Finance
Jennifer Ertl, Accounting Specialist
Charlotte Berringer, Director, Community Health Services
Chelsey Ricketts, ECDH Fiscal Officer

FROM: Melissa C. Lyon, MPH, Director
Erie County Department of Health 

RE: Request for Ordinance adjusting a revenue line in Nurse Family Partnership

We are requesting an adjustment to the Fund Balance Appropriated revenue line in Nurse Family Partnership (056-018022-099500) to reflect the appropriate amount available for program costs. The revenue line needs reduced by \$1,625.00. In August 2015, the 2016 budget was assembled with the estimated fund balance at that time. Now that finance has completed their audit work papers, a correct amount has been established for actuals in 2016.

Thank you for your support and assistance. If you have any questions, please contact me at ext. 6701.

From: Fugagli, Tracey
Sent: Tuesday, March 15, 2016 9:17 AM
To: Thorr, Annette
Cc: Berringer, Char
Subject: Nurse Partnership fund balance @ 12/31/15

I just finished Health's audit work papers.
 Here is the fund balance for Nurse Partnership:

County of Erie - Public Health & Safety
 Reserved Fund Balance
 FYE 12/31/15 056-099000-029020

Balance in General Ledger @ 12/31/15	(32,462.86)
Aje# To adjust restricted fund balance @ 12/31/15	16,942.91
Adjusted Balance @ 12/31/15	<u>(15,519.95)</u>

Nurse Home Visitation	
Balance @ 12/31/14	(32,462.86)
Change for 2015	16,942.91
Balance @ 12/31/15	<u>(15,519.95)</u>

Unreserved Fund Balance

Total Fund Balance @ 12/31/15	<u>(15,519.95)</u>
-------------------------------	--------------------

ORDINANCE NUMBER , 2016

**_____ 2016 Public Health Fund Budget Supplemental Appropriation Of \$12,181
Grant For Zika Virus Programming**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter; certified by the County Executive that this supplemental appropriation of a \$12,181 Department of Environmental Protection Grant to the 2016 Public Health Fund Budget for Zika Virus Programming, 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

André R. Horton, Chairman

Date: _____

Jay Breneman, Vice Chairman

Edward T. DiMattio, Jr.

Approved by:

Kathy Fatica

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

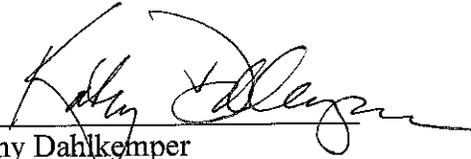
Date: _____

Fiore Leone

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 \$12,181 for the Zika Virus Grant.



Kathy Dahlkemper
County Executive

8/15/14
Date

Exhibit A
2016 Public Health Fund Budget
Supplemental Appropriation of \$12,181
For Zika Virus Grant

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
West Nile Virus Grant	056-018100-057052	(12,181)
Total Revenue		<u>(12,181)</u>
<u>Total Expenditures</u>		
Non Bargaining Wages	056-018100-001010	722
Temporary Staff	056-018100-001040	2,925
FICA	056-018100-001200	279
Life Insurance	056-018100-001210	1
Hospitalization	056-018100-001220	161
Drug	056-018100-001221	51
Workers Compensation	056-018100-001230	6
Retirement	056-018100-001240	64
Other Health & Welfare	056-018100-001250	8
Unemployment Compensation	056-018100-001260	84
Travel Work Required	056-018100-002010	810
All Other Supplies	056-018100-003330	7,070
Total Expenditures		<u>12,181</u>

ERIE COUNTY DEPARTMENT OF HEALTH

ecdh.org



Melissa C. Lyon, MPH
Director

Kathy Dahlkemper
County Executive

Date: August 8, 2016

TO: James Sparber, Director
Erie County Finance Department

CC: Kathy Dahlkemper, County Executive
Gary Lee, Director of Administration
Sue Ellen Pasquale, Manager of Finance
Jennifer Ertl, Accounting Specialist
Karen Tobin, Director, Environmental Health
Chelsey Ricketts, ECDH Fiscal Officer

FROM: Melissa C. Lyon, MPH, Director
Erie County Department of Health 

RE: Request for Ordinance - Supplemental Appropriation for Zika Grant

The Department of Environmental Protection has awarded the Erie County Health Department a grant to cover Zika education and mosquito surveillance. Total grant is \$12,181. The existing West Nile Virus bureau will be used for this grant. The revenue line 056-018100-057052 will increase by \$12,181. Expenditure details are on the attached exhibit.

We are requesting a first and second reading of this ordinance to allow for timely deposit of funds.

Thank you for your support and assistance. If you have any questions, please contact me at ext. 6701.



**Zika Virus Control Grant Program
Application for July 1, 2016 to June 30, 2017**



is to apply for funding from the PA Department of Environmental Protection (DEP) to provide mosquito control activities to reduce the risk of transmission of Zika virus. The application will be evaluated based on the completeness and accuracy. Applicants must comply with all Commonwealth requirements in the solicitation of this project to be reimbursed for expenditures. This includes appropriate surveillance and control activities as directed by DEP, reporting data, invoice submissions, progress reports and/or additional information as requested. Grantees will be subject to audit by the Commonwealth.

County Name	Vendor Number	Federal ID Number
Erie	159008	25-6001027
Commissioners Office or Conservation District Name and Address: Erie County Chief Executive Officer, Erie County Courthouse, 140 West Sixth Street, Erie, PA 16501-1011		
Coordinator Name, Phone, and Email: Karen Tobin, 814-451-6754; Fax 814-451-6775; ktobin@eriecountypa.gov		
Invoicing Contact Name, Phone and Email: Chris Sanfratello, 814-451-6761; csanfratello@eriecountypa.gov		

1.

County Personnel	Title and/or Name	Hours	Rate	Total
a.	Coordinator	25.00	\$47.84	\$1,196.00
b.	Field Tech	225.00	\$14.42	\$3,244.50
c.			\$0.00	\$0.00
d.			\$0.00	\$0.00
e.			\$0.00	\$0.00
f.			\$0.00	\$0.00
g.			\$0.00	\$0.00
Total				\$4,440.50

2.

County Travel/Training (Limited to Commonwealth rates)				
a.	County/Personal Vehicle Miles	1,500	at .54 per mile	\$810.00
b.	Leased Vehicle Miles		at .19 per mile	\$0.00
c.	Zika-oriented Training (DEP, Pesticide Certification)			\$50.00
d.	Pesticide Applicators Insurance and Licensing Fees, Fishing Licenses			
e.	Vehicle Rental/Leases (Pick-up trucks, insurance)			
Total				\$860.00

3.

County Equipment/Supplies			Total
a.	Carbon Dioxide/Dry Ice		\$600.00
b.	Surveillance Equipment	batteries, traps, dippers, vials, etc.	\$200.00
c.	Control Equipment	sprayers & maintenance, ULV equip.	\$0.00
d.	Control Products	larvicide, adulticide	\$0.00
e.	Educational Materials	brochures, door hangers, etc.	\$6,000.00
f.	Cell Phones		\$80.00
g.	Office Supplies	paper, pens, ink cartridges, etc.	\$0.00
Total			\$6,880.00

4.

Contracted Services				
Personnel	Title and/or Name	Hours	Rate	Total
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Travel/Training (Limited to Commonwealth rates)				
	County/Personal Vehicle Miles		at .54 per mile	\$0.00
	Leased Vehicle Miles		at .19 per mile	\$0.00
	Zika-oriented Training (DEP, Pesticide Certification)			
	Vehicle Rental/Leases (Pick-up trucks, insurance)			
Equipment/Supplies				
	Carbon Dioxide/Dry Ice			
	Surveillance Equipment	batteries, traps, dippers, vials, etc.		
	Control Equipment	sprayers & maintenance, ULV equip.		
	Control Products	larvicide, adulticide		
	Educational Materials	brochures, door hangers, etc.		
	Cell Phones			
	Office Supplies	paper, pens, ink cartridges, etc.		
Total				\$0.00

TOTAL FUNDING REQUESTED

\$12,180.50

**DEP GRANT AGREEMENT
Zika Virus Control Grant Program**

This Grant Agreement is entered into, by and between the Erie Co. Chief Executive Officer, Erie County Courthouse, 140 W. Sixth St. Erie, PA 16501-1011, (Vendor 159008) ("GRANTEE") and the Commonwealth of Pennsylvania, Department of Environmental Protection ("DEP").

WHEREAS, GRANTEE has submitted a grant application for the **Zika Virus Control Grant Program** ("PROJECT") and DEP has approved the application; and

WHEREAS, the DEP is authorized to enter into this grant pursuant to Section 1917-A of the Administrative Code of 1929 (71 P.S. § 510-17) to protect the people of the Commonwealth from unsanitary conditions and other nuisances;

NOW, THEREFORE, the GRANTEE and DEP, in consideration of the foregoing and intending to be legally bound hereby, agree as follows:

1. **Maximum Grant Dollar Amount** – DEP grants to GRANTEE the amount not to exceed \$12,180.50.
2. **Grant Term** – This Grant Agreement shall not be a legally binding Agreement until this Agreement is fully executed by the Commonwealth. The term of this Grant Agreement shall commence July 1, 2016 and terminate June 30, 2017.
3. **Period of Performance** – Upon full execution of this Agreement, PROJECT work (a) may, at the discretion of the Department, be reimbursed from July 1, 2016 through the date of full execution and (b) shall be paid for from the date of full execution through June 30, 2017. All PROJECT work under this Agreement shall be completed no later than the PROJECT completion date.
4. **Standard Commonwealth Attachments** – GRANTEE shall comply with the terms and conditions applicable to "CONTRACTOR" in the following standard Commonwealth attachments, each attached hereto and made a part hereof:
 - Attachment A – Provisions for Commonwealth Contracts
 - Attachment B – Nondiscrimination/Sexual Harassment Clause
5. **DEP General Conditions** – GRANTEE shall perform PROJECT work in accordance with the following general conditions attached hereto and made a part hereof. For the purposes of this attachment, GRANTEE and CONTRACTOR are synonymous:
 - Attachment C – DEP General Conditions
6. **Scope of Work; Budget; Special Provisions** – GRANTEE shall perform PROJECT work in accordance with the PROJECT SCOPE OF WORK set forth in Attachment D. GRANTEE shall incur expenses under this agreement and DEP shall pay GRANTEE for PROJECT work in accordance with that Budget.

Attachment D – Zika Virus Control Grant Program Application

- a. All reimbursement requests for work completed and equipment/supplies purchased shall be completed on a monthly or quarterly basis.
- b. The GRANTEE shall complete and receive prior approval from the DEP for any budget revisions. No such budget revisions may result in exceeding the maximum amount.

ORDINANCE NUMBER , 2016

**_____ 2016 Public Health Fund Budget Supplemental Appropriation Of \$16,895
From Funding Reduction In The Immunization Grant Bureau**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter; certified by the County Executive that this supplemental appropriation of \$16,895 from a funding reduction in the Immunization Grant Bureau of 2016 Public Health Fund Budget, 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

André R. Horton, Chairman

Date: _____

Jay Breneman, Vice Chairman

Edward T. DiMattio, Jr.

Approved by:

Kathy Fatica

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

Fiore Leone

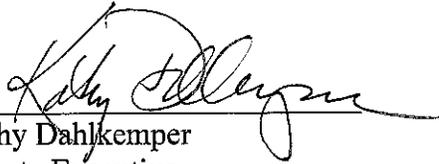
Carol J. Loll

Exhibit A
2016 Public Health Fund Budget
Supplemental Appropriation of \$16,895
For Reduction in Funding of the
Immunization Grant

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Grant	056-018860-051300	16,895
Total Revenue		<u>16,895</u>
<u>Total Expenditures</u>		
Hospitalization	056-018860-001220	(10,700)
Prescription Drugs	056-018860-001221	(3,400)
Travel Work Required	056-018860-002010	2,100
Insurance	056-018860-002030	(150)
Auto Insurance Supplement	056-018860-002060	(550)
Postage	056-018860-002290	(600)
Advertising	056-018860-002300	(700)
Duplicating and Printing	056-018860-002310	(400)
Stockroom Supplies	056-018860-003020	(1,000)
Medical Supplies	056-018860-003150	(1,000)
All Other Supplies	056-018860-003330	(495)
Total Expenditures		<u>(16,895)</u>

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 \$16,895 for the reduction in funding of the Immunization Grant.



Kathy Dahlkemper
County Executive

8/15/16

Date

ORDINANCE NUMBER , 2016

**2016 General Fund Budget Supplemental Appropriation Of \$26,590 AOPC Grant And
New Line For Screening Machine**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter; certified by the County Executive that this 2016 General Fund Budget supplemental appropriation of \$26,590 in AOPC Grant/County Funds, and the creation of ***Other equipment*** line for purchase of X-Ray Screening Machine and accessories, 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

André R. Horton, Chairman

Date:_____

Jay Breneman, Vice Chairman

Edward T. DiMattio, Jr.

Approved by:

Kathy Fatica

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

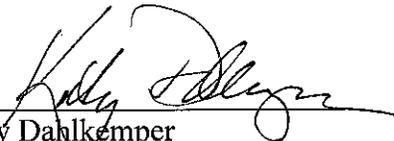
Date:_____

Fiore Leone

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 \$26,590 for the AOPC Grant for Screeners.



Kathy Dahlkemper
County Executive

8/15/16

Date

**Exhibit A
 2016 General Fund Budget
 Supplemental Appropriation of \$26,590
 AOPC Grant And New Line For
 Screening Machine**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Grant	001-002470-051300	(21,500)
Fund Balance Appropriation	001-000990-099500	(5,090)
Total Revenue		<u><u>(26,590)</u></u>
<u>Total Expenditures</u>		
Other Equipment	001-002470-004070 *	26,590
Total Expenditures		<u><u>26,590</u></u>

Date: 06/24/2016

Attn: Chief Deputy

Thank you for considering Autoclear LLC to supply your security screening requirements. Contact us if you have any questions at 724-837-5411.

QUOTATION

QTY	MODEL	DESCRIPTION	UNIT PRICE
1	AC6040-M/A	Autoclear X-ray scanner with 160kV X-ray generator, Top mounting shelf for 19" LCD monitor and Operator control panel with touch pad, 50K image archiving, built-in training, save screen image to USB stick and material marking for item decrimination.	\$21,450.00
1	Extension	3 ft roller bed, exit end/and or entrance price each	\$490.00
1	Van-line freight	Freight, installation and same day training on-site.	\$900.00
1	Warranty, Extra year, Add \$2,400.00 at time of order.	TOTAL	Add Items

Pricing includes (1) year parts and labor warranty, on-site. Travel expenses, freight and per diem expenses.

This quotation supersedes all previous quotations, negotiations, statements, representations and promises. Pricing contained within this quotation, and this quotation only, is valid for 30 days.

Terms of Delivery:	45-60 days a.r.o.
Terms of Payment:	Net 30 Days

By: DENNIS CUNNINGHAM
Autoclear LLC
By: Dennis Cunningham

Quotes for Security Equipment

X-ray Machine from Control Screening	\$22,840.00
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Walk-Through Metal Detector Galls	\$3,750.00
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Price Quote

Galls, LLC
1340 Russell Cave Rd
Lexington, KY 40505
 Phone 1-800-876-4242 ext 2176
 Fax 877-914-2557

Customer: ERIE COUNTY SHERIFF
Attn: JON HABURSKY
Email / Fax# -
From: Keith Wallace - Managed Account Rep Northeast
Contact Info wallace-keith@galls.com

Date: 6/21/16/
Customer #:

Item #	Description	Qty	Retail	Your Price	Total with Discount
AP140	PD6500 WALK THRU METAL DETECTOR (PINPOINT)	1		\$3,700.00	\$3,700.00
				Subtotal	\$3,700.00
				Shipping & Handling	\$50.00
				Total	\$3,750.00

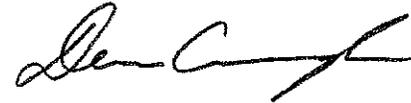
Prices are valid for 30 days from the date of the quote.
 GSA Contract # GS-07F-0157M / Tax ID#: 20-3545989
 Cage Code: 48849 / DUNS: 04-259-8482

Thank you for the opportunity to earn your business.

Terms of Delivery:	45-60 days a.r.o.
Shipping Date:	

DENNIS CUNNINGHAM

Autoclear LLC



6040

INSPECCIÓN POR RAYOS X

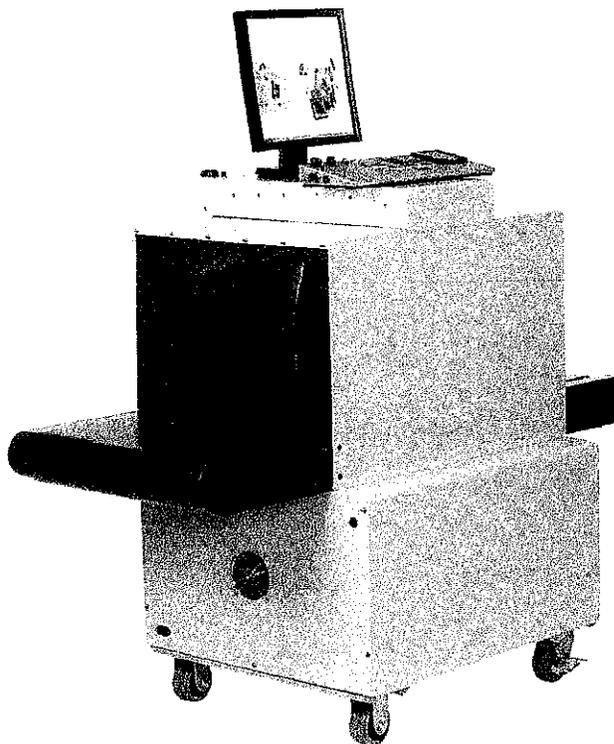
Explosivos, armas y contrabando

AUTOCLEAR
a-clear.com

ÚNICA FUENTE, MULTIENERGÍA

INSPECCIÓN POR RAYOS X

CERTIFICACIÓN DE TSA



El sistema de inspección por rayos X 6040 multienergía de una sola fuente escanea elementos pequeños y medianos en busca de armas, explosivos, drogas y otros artículos de contrabando. Este escáner tiene el tamaño correcto para inspeccionar cochecitos, maletines, mochilas, carteras y otros artículos que se transportan en la mano, y es lo suficientemente pequeño como para trasladarlo en elevadores, pasillos angostos y espacios reducidos. El sistema 6040 de fácil uso proporciona las mejores capacidades de detección y velocidad de su clase, y aprovecha al máximo el espacio disponible.

- > Certificación de TSA para inspeccionar cargas aéreas
- > Capta rápidamente imágenes completas de sacos de correo y artículos altos o largos
- > Entra en elevadores, pasillos angostos y espacios reducidos
- > Cinta transportadora guiada patentada que no necesita ajustes

APLICACIONES:

- > Inspección en el punto de control de pasajeros, personal y visitantes
- > Seguridad privada, corporativa y gubernamental
- > Infraestructura crítica gubernamental
- > Inspección de correo

**RESOLUTION APPROVING A MODIFICATION
TO ERIE COUNTY'S
FY 2014 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the County of Erie is entitled to receive an annual allocation of Community Development Block Grant (CDBG) funds from the Pennsylvania Department of Community and Economic Development (PA DCED) pursuant to the provisions of PA Act 179 of 1984; and

WHEREAS, the County received \$282,353 in FY 2014 CDBG funding and previously resolved to use the monies for the following activities:

- \$79,676 - Union City Borough Route 97 Storm Sewer Construction Project
- \$79,677 - Union City Municipal Authority South Street Phase II/Second Avenue Sanitary Sewer Line Replacement Project
- \$73,000 - Fairview Township Water Authority Birchard Drive Water Line Replacement Project
- \$51,000 – Program Administration; and

WHEREAS, it has been determined that the Route 97 Storm Sewer Construction Project will not qualify for CDBG funding as proposed and will have to be deleted as an activity under the FY 2014 program; and

WHEREAS, the County would still like to utilize the funding to assist residents of Union City Borough; and

WHEREAS, Borough officials have requested that the funds be used to install handicapped accessible curb-cut ramps throughout the community; and

WHEREAS, the County is desirous of deleting the storm sewer project and reprogramming the funds totaling \$79,676 for the new activity/project known as the Union City Borough Handicapped Accessible Curb-Cut Ramps Construction Project which would provide for the construction of approximately 40 ramps; and

WHEREAS, the deletion of an existing activity and inclusion of a new one under a fiscal year constitutes a "modification" of the CDBG program which must be authorized by the governing body of the grantee with applicable documentation submitted to the PA Department of Community and Economic Development (DCED) for approval.

NOW THEREFORE BE IT RESOLVED by Erie County Council that Council hereby authorizes a modification to the FY 2014 County CDBG program as follows:

- ✓ Delete the Union City Borough Route 97 Storm Sewer Construction Project from the FY 2014 County CDBG program and reprogram the funds totaling \$79,676 for a new activity known as the Union City Borough Handicapped Accessible Curb-Cut Ramps Construction Project.; and

WHEREAS, it is further resolved that:

- ✓ All other terms and conditions regarding the FY 2014 CDBG program not affected by this revision shall remain in full force and effect; and
- ✓ The Erie County Department of Planning is authorized to submit all necessary documentation to the PA DCED to effectuate this program change.

RESOLUTION NUMBER _____, 2016

RESOLUTION APPROVING A MODIFICATION
TO ERIE COUNTY'S
FY 2014 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On the motion of _____, seconded by _____, this Resolution is
passed on this 23RD day of August 2016 by a vote of _____ - _____.

APPROVED BY:

Andre Horton
Chairman, County Council

Kathy Dahlkemper
County Executive

ATTESTED BY:

Douglas R. Smith
County Clerk



COUNTY OF ERIE

Department of Planning
150 East Front Street, Suite 300
Erie, Pennsylvania 16507
Phone: (814) 451-6336
www.eriecountyplanning.org

Kathy Dahlkemper
County Executive

Katherine S. Wyrosdick, AICP
Director

To:	Tracey Fugagli, Finance Department c. Denee Breter, County Council Secretary
From:	Joe Berdis, CDBG Administrator
Subject:	<i>Rationale for:</i> RESOLUTION APPROVING A MODIFICATION TO ERIE COUNTY'S FY 2014 CDBG PROGRAM
Date:	August 4, 2016

The Resolution authorizes a “modification” to the County’s FY 2014 CDBG program whereby the Union City Route 97 Storm Sewer Construction Project will be deleted and the funds totaling \$79,676 will be used for a new activity known as the Union City Borough Handicapped Accessible Curb-Cut Ramps Construction Project.

The deletion of an existing activity and inclusion of a new one under a fiscal year constitutes a “modification” of the CDBG program which must be authorized by the governing body of the grantee with applicable documentation submitted to the PA Department of Community and Economic Development (DCED) for approval.

Notes:

- ✓ Finance Meeting- Thursday, August 18, 2016
- ✓ County Council meeting – Tuesday, August 23, 2016
- ✓ Will need a signed original to send to DCED

ORDINANCE NUMBER , 2016

2016 Revenue/Tax Claim Fee Schedule Revision

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Section 3B(2)(e) of the Erie County Home Rule Charter, Act 20 of 2003: amendments to the Municipal Claim and Tax Lien Law of 1923 and Title 75 of Pennsylvania Statutes: reimbursement of county charges section 5860.207, that the amendment of Erie County Revenue/Tax Claim Office fees as of July 22, 2016; detailed on the attached Exhibit A, 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

André R. Horton, Chairman

Date: _____

Jay Breneman, Vice Chairman

Edward T. DiMattio, Jr.

Approved by:

Kathy Fatica

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

Fiore Leone

Carol J. Loll

County of Erie
Department of Finance
Bureau of Revenue & Tax Claim
Proposed Fee List - Effective July 22, 2016*

	CODE	Fee	Date / Range	Comments
Entry of Claim Fees:				
Entry of Claim - Delinquent Taxes	EOC	\$15.00 / Claim	Jan - Feb	Per Parcel / Bill - Set by RETSL** - Includes Entry & Satisfaction of Claim charged for each Delinquent County, Municipal, and School Claim.
Discharge of Claim		\$ 5.00		Per Parcel - Set by RETSL
Removal from Sale Letter		\$ 5.00		Per Parcel - Set by RETSL
Tax Bill Mailing	TBM	\$ 15.00	March	Per Parcel - Includes Cert Mail Fee
Solicitor's Fee	SOL	\$ 15.00	Jan - Feb	Per Parcel - Set by RETSL
Reminder / Defaulted Stay Letters	REM	\$ 8.00		Reminder & Default Letter(s) - As Needed
10 Day Sale Letter Mailing Fee	TEN	\$ 10.00	Jul - Sept	Required Mailing for Tax Sale - Per Property
Tax Sale Contingent Fees:				
Tax Bill Posting	TBP	\$ 50.00	Jan - Jun	Physical Posting of Property
Preparation of Sale	POS	\$ 15.00	Jun - July	Per parcel-Set by RETSL
Sale Notice Mailed	SNM	\$ 18.00	Jun - July	Per Owner - Includes Postage
Advertising for Tax Sale	ADV	\$ 50.00	August	Time-News & Erie County Legal Journal
Sale Notice Post & Personal Svc-1st Attempt	SNP1	\$ 60.00	Jul - Sept	Physical Posting/Personal Service & Photo
Sale Notice Post & Personal Svc-2nd Attempt	SNP2	\$ 60.00	Jul - Sept	Second Attempt at Personal Service-Owner Occupied Only
N Sale Notice Post & Personal Svc-3rd Attempt	SNP3	\$ 30.00	Jul - Sept	Third Attempt at Personal Service-Owner Occupied Only
Review of Records	ROR	\$ 10.00	Jun - Sept	Search Records - Assessment/Deeds/Wills
Agreement to Stay Sale	SOS	\$ 30.00	Jun - Sept	Payment Arrangement - Includes Discharge & Removal From Sale
Agreement to Stay Sale - Mailing Fee	MLF	\$ 10.00	Jun - Sept	Mailing of Payment Arrangement - Includes Letter(s), and Postage.
Defaulted Stay Agreement Fee	DSA	\$ 20.00	Aug - May	Defaulted on Payment Plan - Per Parcel.
Tax Sale Properties Sold:				
Copy of Tax Sale Folder		\$ 0.25	Per Page	Copy of Tax Sale Folder-Per Right to Know Laws
Preparation of Deed		\$ 25.00		Per parcel-Set by RETSL
Counter & Miscellaneous Fees:				
Bankruptcy Fee On/OFF***		\$ 100.00		Per Parcel***
Copies - Per Page		\$ 0.25	Per Page	Copy Fee, Per Page-As Set by PA Right to Know Laws
Credit Card Transaction Fee		Set by Vendor		% Amount Charged - Assigned & Collected by Vendor
Delinquent Tax List - Entire County		\$ 500.00	Full List	Requests by Mortgage/Real Estate Brokers
Delinquent Tax List - Single Authority		\$ 300.00		Requests by Mortgage/Real Estate Brokers
Interest (Annual)		9%	0.0075/mo.	Currently Charge to Face and Penalty, set by RETSL.
Upset Tax Sale List		\$ 0.25	Per Page	Available at TC's Counter & Free Via Co Web-Site
Judicial Sale List		\$ 0.25	Per Page	Available at TC's Counter & Free Via Co Web-Site
Repository Sale List		\$ 0.25	Per Page	Available at TC's Counter & Free Via Co Web-Site
Repository Sale List - County Owned		\$ 0.25	Per Page	Available at TC's Counter & Free Via Co Web-Site
Lien Certificate - Paper Copy		\$ 5.00	Per Parcel	Set by RETSL - Certifies all three Taxes
Lien Certificate - Faxed		\$ 15.00	Per Parcel	Fee for Faxing of Lien Cert - Includes Cert.
NSF / Returned Check Fee		\$ 50.00		In line with Bank Fees-County Wide Fee.
Sportsman's Firearm Permit (Hunting)		\$ 6.00		Sportsman's Pistol Permit (Hunting)
List of Small Games of Chance Licenses		\$ 0.25	Per Page	Requests by Various Organizations
List of BINGO Licenses		\$ 0.25	Per Page	Requests by Various Organizations
Notes:	Items in BOLD represent a change from previous year - Based on increased mailing, advertising, posting, and other Bureau Expenses.			
* Approval by County Council Ordinance No. - 2016				
** RETSL - Pennsylvania Real Estate Tax Sale Law				
*** Fee Charged Separately to Enter and Remove				
**** Subject to Change with Out Notice				
C Proposed Change to Fee Amount(s)				
N Proposed New Fee				

EXHIBIT A

ORDINANCE NUMBER , 2016

**2016 General Fund Budget Donation Of Autorae 2 Cradle (Asset)
To EMA by NWPA ERG**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) of the Erie County Home Rule Charter, that the 2016 General Fund Budget Donation of an Autorae 2 Cradle, an asset valued \$1,116, to EMA by the NWPA ERG, 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

André R. Horton, Chairman

Date: _____

Jay Breneman, Vice Chairman

Edward T. DiMattio, Jr.

Approved by:

Kathy Fatica

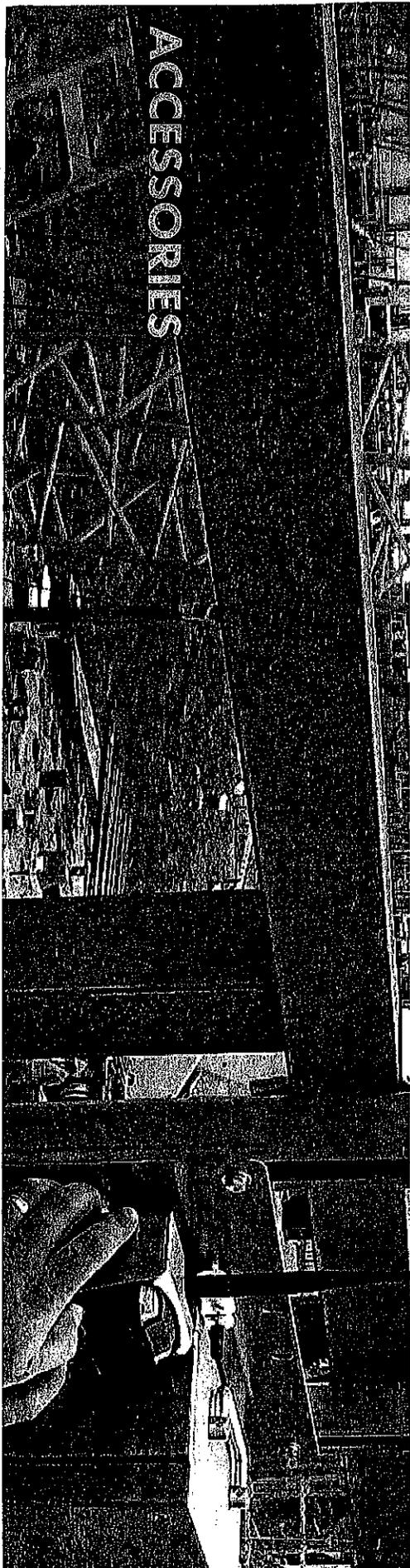
Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

Fiore Leone

Carol J. Loll



RAE Systems Products

AutoRAE 2

Automatic bump test and calibration system

Connected Intelligent Gas Detection Systems

REQUEST DEMO

RELATED RESOURCES

PURCHASE

Search RAE Systems

SEARCH

English

SOLUTIONS

PRODUCTS

CUSTOMER CARE

Simplify bump testing and calibration of your RAE Systems gas monitors with the AutoRAE 2. Versatile and modular, it can be deployed as a single, stand-alone unit to calibrate one instrument at a time, or networked to support up to 10 units at once and calibrate for up to five distinct gases. One-touch bump testing and single-button operation for calibration make it easy to use. Upgradeable firmware protects your investment and ensures that it's always up-to-date, while the standard SD card for storage ensures your data is always at your fingertips.

ORDINANCE NUMBER , 2016

_____ 2016 General Fund Budget Supplemental Appropriation Of \$50,000 To Drug Forfeiture Fine Line In DA Office

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter, and certified by the County Executive, that this General Fund Supplemental Appropriation of \$50,000 to the Drug Forfeiture Line in the District Attorney Budget, 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

André R. Horton, Chairman

Date: _____

Jay Breneman, Vice Chairman

Edward T. DiMattio, Jr.

Approved by:

Kathy Fatica

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

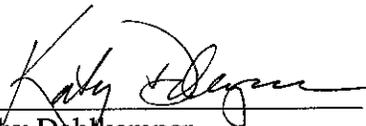
Date: _____

Fiore Leone

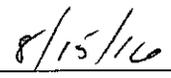
Carol J. Loll

Certificate of the County Executive

I, Kathy Dahlkemper, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are funds in the amount of \$50,000 for the drug forfeiture account in the District Attorney's department.



Kathy Dahlkemper
County Executive



Date

**Exhibit A
 2016 General Fund Budget
 Supplemental Appropriation of \$50,000
 For Drug Forfeiture Account in the
 District Attorney's Department**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Drug Forfeiture Fines	001-003400-043350	(50,000)
Total Revenue		<u>(50,000)</u>
<u>Total Expenditures</u>		
Drug Forefeiture Expenditures	001-003400-002523	50,000
Total Expenditures		<u>50,000</u>

ELIZABETH A. HIRZ
First Assistant District Attorney

MARK E. SCHAU
Chief County Detective

County Detectives
MATTHEW J. BENACCI
TODD MANGES
JENNIFER J. NOLAN
JON E. REDDINGER, SR.
MARK ROSENTHAL
JOSEPH J. SPUSTA
ANNE STYN



JACK DANERI
District Attorney of Erie County
Erie County Courthouse
Erie, Pennsylvania 16501
Telephone: 814/ 451-6349
FAX: 814/ 451-6419

Assistant District Attorneys
BRANDON BINGLE
MICHAEL E. BURNS
ERIN C. CONNELLY
MATTHEW CULLEN
LISA R. FERRICK
G. MICHAEL GARCIA
BRIAN J. KROWICKI
JEREMY LIGHTNER
D. ROBERT MARION
JONATHAN NEENAN
MARK W. RICHMOND
PAUL SELLERS
NATHANIEL STRASSER
JARED TRENT

MEMO

TO: Jennifer Ertl
FROM: Jack Daneri
District Attorney 
RE: Drug Forfeiture - Ordinance
DATE: August 1, 2016

The District Attorney's Office budgeted \$55,000 in 2016 for the Drug Forfeiture line item. This line item is a pass-through and no County monies are used. Because this amount is hard to predict, we are rarely correct in the amount that needs to be budgeted. However, this year we have already reached our \$55,000 pass-through amount and are therefore requesting an ordinance in the amount of \$50,000 for the remainder of 2016 since we are working on cleaning up a backlog of cases.

The line item for deposits into the Drug Forfeiture is 001-003400-043350.
The line item for withdrawals from Drug Forfeiture is 001-003400-002524.

If you should have any questions or concerns, please feel free to contact my office.

Thank you.

ORDINANCE NUMBER , 2016

2016 Public Safety Fund Budget Supplemental Appropriation Of \$38,750 And
Creation Of Bureau/Line Items For Pre-Disaster Mitigation Grant

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter; certified by the County Executive that this supplemental appropriation of \$38,750, and creation of a bureau and line items in the 2016 Public Safety Fund Budget for the Pre-Disaster Mitigation Grant, are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

André R. Horton, Chairman

Date: _____

Jay Breneman, Vice Chairman

Edward T. DiMattio, Jr.

Approved by:

Kathy Fatica

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

Fiore Leone

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 \$38,750 and the creation of a new bureau for a Pre-disaster Mitigation Grant.



Kathy Dahlkemper
County Executive

8/15/10

Date

**Exhibit A
 2016 Public Safety Fund Budget
 Supplemental Appropriation of \$38,750
 and Creation of a New Bureau for
 Pre-Disaster Mitigation Grant**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Grant	063-018803-0051300*	(68,750)
Transfer from General Fund	063-018040-099010	30,000
Total Revenue		<u><u>(38,750)</u></u>
<u>Total Expenditures</u>		
Professional Services	063-018040-002520	(30,000)
Professional Services	063-018803-002520 *	68,750
Total Expenditures		<u><u>38,750</u></u>

* creation of new line item



pennsylvania
EMERGENCY MANAGEMENT AGENCY

August 26, 2015

Mr. John Grappy
2880 Flower Road
Erie, Pennsylvania 16509

Dear Mr. Grappy,

We are pleased to inform you that the 2015 Pre-Disaster Mitigation Grant (PDM) Program application submitted by the Erie County Department of Public Safety, entitled the Erie County Hazard Mitigation Plan Update, has been submitted to the Federal Emergency Management Agency (FEMA). Your application has been ranked #6 in the State Pre-Disaster Mitigation application. The Federal cost share to fund this project is \$38,250.00. Please reference this correspondence as the official notice that your Non-Disaster Hazard Mitigation Project Application has been submitted to FEMA Region III for further review.

~~PEMA will now require a commitment letter to ensure that, if FEMA selects and funds this project as submitted, your agency will not voluntarily withdraw.~~ This was a very competitive process at the state level and will be at the national level. There are no guarantees that your proposed mitigation action(s) will be selected. However, PEMA wants you to know that your project was reviewed and selected for submission to FEMA Region III on August 22, 2015 and FEMA acknowledged receipt on August 25, 2015. Your reaffirmation letter is due to PEMA by September 15, 2015.

It is anticipated that FEMA Region III's Technical Review will be completed by September 30, 2015 and FEMA Headquarters will complete their required reviews by October 31, 2015; subject to change. Should your application be selected by FEMA Region III and FEMA HQ, it is likely that PEMA Headquarters will be notified in November 2015 regarding any Federal selection and award. If that time table stands, federal funds would be awarded to the Commonwealth in January/February of 2016 and then the required Grant Agreement would be initiated by PEMA Grants Management in February/March of 2016.

Congratulations on your project making it through the first round. Good Luck!

Sincerely,

Thomas S. Hughes
State Hazard Mitigation Officer

RESOLUTION NUMBER 18, 2016

Naming a Designated Agent for Erie County's Pre-Disaster Mitigation Grant

WHEREAS, the Erie County Department of Public Safety (ECDOPS) has submitted their 2015 Pre-Disaster Mitigation Grant Program Application, entitled "Erie County Hazard Mitigation Update" to the Federal Emergency Management Agency (FEMA); and

WHEREAS, FEMA requires public safety agencies to assign a designated person as Project Manager for their Hazard Mitigation Plan Update; and

WHEREAS, ECDOPS will submit a commitment letter and take all necessary actions to obtain a federal grant in the amount of \$38,250 for this \$51,000 project, which is 75% of the total cost.

NOW THEREFORE BE IT RESOLVED, by the County Council of the County of Erie, that Brian Mesaros, Assistant Emergency Management Coordinator, is hereby authorized to execute for and on behalf of the Erie County Department of Public Safety, a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance for the Hazard Mitigation Grant Program (HMGP) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

On the motion of Dr. Foust, seconded by Mr. Leone, this resolution was passed on this 25th day of April, 2016 by a vote of 6 to 0.

APPROVED BY:

André R. Horton
André R. Horton, Chairman
Erie County Council

Kathy Dahkemper
Kathy Dahkemper,
County Executive

Date: 4/26/16

ATTEST:

Douglas R. Smith
Douglas R. Smith
County Clerk

Date: April 25, 2016



FEMA

MAR 15 2016

Richard D. Flinn Jr., Director
Pennsylvania Emergency Management Agency
2605 Interstate Drive
Harrisburg, Pennsylvania 17110-9364

Re: PDMC-PL-03-PA-2015-005/ EMP-2016-PC-0002
Planning Grant Approval
Pre-Disaster Mitigation Grant Program (PDM)

Dear Mr. Flinn:

I am pleased to inform you that the planning grant application Erie County Plan Update (PDMC-PL-03-PA-2015-005) has been approved.

The total approved project cost is \$51,000 with a 75% federal share of \$38,250 and a 25% non-federal share of \$12,750. The award was completed through the e-Grants system.

According to the Articles of Agreement and the authorizing requirements for the FY 2015 PDM program, the Period of Performance (POP) for this project ends October 30, 2018.

Please provide our office with a quarterly report thirty days after the end of each federal fiscal year quarter.

If you have any questions, contact Richard Rein, Project Officer at (215) 931-5732.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugene K. Gruber".

Eugene K. Gruber, P.E.
Director, Mitigation Division

cc: Thomas Hughes, State Hazard Mitigation Officer
Janice Barlow, Director, Grants Division
Karen Van Osten, Grants Division
Nikki Roberts, Acting Chief, Risk Analysis Branch

ORDINANCE NUMBER , 2016

 2016 Public Safety Fund Budget Supplemental Appropriation Of \$30,000
From Reduction In The County Transfer

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter; certified by the County Executive that this supplemental appropriation of \$30,000 to Fund Balance from a reduction in the transfer to the 2016 Public Safety Fund Budget, after the department's receipt of a Pre-Disaster Mitigation Grant, 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

André R. Horton, Chairman

Date:_____

Jay Breneman, Vice Chairman

Edward T. DiMattio, Jr.

Approved by:

Kathy Fatica

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date:_____

Fiore Leone

Carol J. Loll

**Exhibit A
 2016 General Fund Budget
 Supplemental Appropriation of \$30,000
 to Reduce Transfer to Public Safety**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Fund Balance Appropriated	001-000990-099500	30,000
Total Revenue		<u>30,000</u>
<u>Total Expenditures</u>		
Transfer to Public Safety	001-020000-008630	(30,000)
Total Expenditures		<u>(30,000)</u>

* creation of new line item

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 \$30,000 to reduce transfer to Public Safety.



Kathy Dahlkemper
County Executive

8/15/10

Date

RESOLUTION NUMBER , 2016

In Support of a Citizens Commission for Legislative Redistricting and Congressional Reapportionment

WHEREAS, the citizens of Erie County, and the Commonwealth of Pennsylvania, deserve a fair, fully transparent, impartial and depoliticized process for the decennial drawing of state legislative and congressional districts of near equal population; and

WHEREAS, legislative redistricting and congressional reapportionment has often resulted in gerrymandering of districts to favor one political party or the other; and

WHEREAS, such gerrymandering of legislative and congressional districts has worked at times to the detriment of our representative democracy by impeding action on critical issues of importance to the people; and

WHEREAS, the creation of a truly independent citizens redistricting commission devoid of political motivation or partisanship will help to ensure a fair and accurate legislative redistricting and congressional reapportionment process that respects political subdivisions and communities of interest, will prohibit districts from being drawn to favor or discriminate against a political party or candidate, will promote transparency, the use of impartial and sound methodology when setting district boundaries, and allow for public input, and will fully comply with the constitutional requirement that "no county, city, incorporated town, borough, township or ward" be divided "unless absolutely necessary"; and

WHEREAS, recent legislation has been introduced in the current legislative session to amend the Pennsylvania Constitution to reform the decennial redistricting process with the intent of using fairness and sound methodology in a non-partisan fashion.

NOW THEREFORE BE IT RESOLVED, that the County Council of the County of Erie does hereby support legislative efforts to secure expeditious action of a constitutional amendment that would, among other reforms, assign the decennial task of both legislative redistricting and congressional reapportionment to an independent citizens redistricting commission; and

BE IT FURTHER RESOLVED, that a copy of this resolution be transmitted to all members of the Erie County delegation in the Pennsylvania Senate and House of Representatives.

On the motion of _____, seconded by _____, this resolution was passed on this _____ day of _____, 2016 by a vote of ____ to ____.

APPROVED BY:

André R. Horton, Chairman
Erie County Council

Kathy Dahlkemper,
County Executive

Date: _____

ATTEST:

Douglas R. Smith
County Clerk

Date: _____



COUNTY OF ERIE, PA

Andre' R. Horton, Chairman
Jay Breneman, Vice Chairman

Members of Erie County Council

Erie County Courthouse
140 West Sixth Street, Room 114
Erie, Pennsylvania 16501-1081

Edward T. DiMattio, Jr.
Kathy Fatica
Dr. Kyle Foust
Fiore Leone
Carol Loll

MEMORANDUM

TO: County Council Members
FROM: Carol Loll, County Council
DATE: August 18, 2016
RE: Human Relations Advisory Board

I hereby convey notice of my reappointment of Diana L. Ames to the Human Relations Advisory Board.

This will be her first full four-year term, expiring on September 14, 2020. She is an active member and has expressed her interest in continuing on the Board.

I am, therefore, requesting your support for her reappointment to the HRC Advisory Board.

Thank you for your attention to this matter.



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

KATHY DAHLKEMPER
COUNTY EXECUTIVE

STEVEN A. LETZELTER
DIRECTOR

RE: Sale of Parcel from Repository for Unsold Properties

Mr. Sparber:

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

The Tax Claim Bureau has received an offer to purchase the property commonly known as and identified in the assessment records of Erie County as Index 01-003-043.0-004.00- **203 E STATE ST LT 7 50X150**. This offer was made by **Judy Alward**, who is willing to purchase that parcel for the sum of \$250.00. **Proceeds of this sale will be applied to costs advanced by the Bureau for collection first, in accordance with Section 205 of the Real Estate Tax Sale Law Act 542 of 1947, as amended.**

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

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

Thank you,

Steven A Letzelter, Director
Erie County Tax Claim Bureau

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

RE: Property: 203 E STATE ST LT 7 50X150
Index No: 01-003-043.0-004.00
Offer of: \$250.00 by Judy Alward

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

APPROVED

DENIED*

*Please state reason for denial. _____

Signed: _____

For: _____

Date: _____



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

RE: Property: **203 E STATE ST LT 7 50X150**
Index No. **01-003-043.0-004.00**
Offer of \$250.00 by: **Judy Alward**

At our regular/special meeting on, July 18, 2016
We took action regarding the sale of the property referenced above from The Erie County Repository,
By the purchaser and for the amount specified. The proposed sale was:

- APPROVED
- DENIED*

*Please state reason for denial. _____

Signed: 

For: Northwestern School District

Date: 7/18/14

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

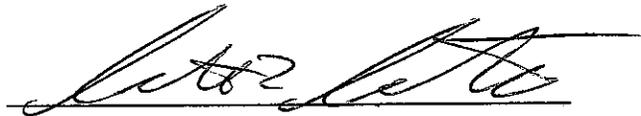
RE: Property: **203 E STATE ST LT 7 50X150**
Index No. **01-003-043.0-004.00**
Offer of \$250.00 by: **Judy Alward**

At our regular/special meeting on, 7-21-16
We took action regarding the sale of the property referenced above from The Erie County Repository,
By the purchaser and for the amount specified. The proposed sale was:

APPROVED

DENIED*

*Please state reason for denial. _____

Signed: 

For: Albion Borough

Date: 7-21-16

County of Erie Analysis of General Fund Unassigned Fund Balance FYE 12/31/16 As of August 15, 2016

Projected Ending 2016 Unassigned Fund Balance 27,777,143

Less: Appropriations from Unassigned Fund Balance

Ordinance #5 For Information Technology Due to Budget Impasse	(99,888)
Ordinance # 3 2015 Budgeted Funds no Transferred TO Debt Service Due to State Budget Impasse	(315,738)
Ordinance # 10 For Planning Fund Change in Funding	(9,681)
Ordinance #13 For Veterans Affairs Due To Budget Impasse	(2,300)
Ordinance #14 For Domestic Relations Change in Funding	(738)
Ordinance #18 For Creation of PT Communications and Public Relations Administrator	(16,453)
Ordinance #24 For P-Corp Grant for Safety Improvements at the Erie County Prison and Library	(1,200)
Ordinance #28 Automation Fees from Prothontary Office	(46,296)
Ordinance #30 Adult Probation PCCD Grant Trauma Related Services Diverting Veterans	(15,533)
Ordinance #26 Intergovernmental Transfer to Benefit Pleasant Ridge Manor	(4,390,879)
Ordinance #52 For Supervision Fees	(88,693)
Ordinance#49 Adult Probation PCCD Grant Trauma Related Services Diverting Veterans	(11,480)
Ordinance # AOPC Grant for Screeners	(5,090)
Ordinance # For Children and Youth Creation of One New Position	(2,479)

Total Appropriations from Unassigned Fund Balance (5,006,448)

Plus: Appropriations to Unassigned Fund Balance

Ordinance # 7 Change in Grade for MDJ Secretaries	13,322
Ordinance #26 Hiring of Court Reporter at Higher Rate	33,988
Ordinance # Adjust Nurse Family Partnership Fund Balance Appropriated	1,625
Ordinance # Reduce Transfer to Public Safety	30,000

Total Appropriations to Unassigned Fund Balance 78,935

Estimated General Fund Unassigned Fund Balance to date 22,849,630

Summary

Total Budgeted General Fund Expenditures and Transfers	96,540,807
Less: Pass Thru Grants Originally Budgeted in the General Fund	(106,000)
Net Budgeted General Fund Expenditures and Transfers	<u>96,434,807</u>

Two Month's Expenditures and Transfers 16,072,468

Difference between Estimated GF Unassigned Fund Balance and Two Months of Expend & Transfers 6,777,162

County of Erie General Fund
 Monthly Reconciliation of
 Changes to Fund Balance Appropriated
 001-000990-099500
 As of August 15, 2016

Appropriations from Fund Balance per Excel	(5,006,448)
Appropriations to Fund Balance per Excel	78,935
Net Appropriations per Excel	<u>(4,927,513)</u>
<u>Less: Pending Ordinances for Council Approval</u>	
Ordinance # AOPC Grant for Screeners	5,090
Ordinance # For Children and Youth Creation of One New Position	2,479
Ordinance # Adjust Nurse Family Partnership Fund Balance Appropriated	(1,625)
Ordinance # Reduce Transfer to Public Safety	(30,000)
Total Net Pending Ordinances	<u>(24,056)</u>
Net change to Fund Balance Appropriated	<u>(4,951,569)</u>
FMS Budget T Balance	<u>(4,951,569)</u>

County of Erie General Fund
 Current Budget
 As of August 15, 2016

DEPT NO	DEPT NAME	ORIGINAL 2016 BUDGET	2016 BUDGET CHANGES	CURRENT 2016 BUDGET
001000	CONCIL & ELECTIONS	1,372,149	4,426	1,376,575
001100	COUNTY CONTROLLER	333,602		333,602
001990	COUNTY EXECUTIVE	251,397	16,453	267,850
002010	COMM REL ECON DEV	494,138	140,751	634,889
002100	COUNTY SOLICITOR	167,725		167,725
002190	HUMAN RESOURCES	315,142	12,125	327,267
002300	FINANCE	4,140,283		4,140,283
002400	ADMIN/ OPERATIONS	5,276,628	16,200	5,292,828
002601	HUMAN SRVC SHARED	77,694		77,694
002700	OTH GEN GOVT	9,205,520		9,205,520
002810	IT	2,156,345	99,888	2,256,233
003000	COURTS	5,217,342	(33,988)	5,183,354
003100	MDJ'S	2,736,637	(1,031)	2,735,606
003200	CLK RECORD	2,723,864	46,296	2,770,160
003290	SHERIFF	3,159,019		3,159,019
003390	DISTRICT ATTY	3,003,037	129,954	3,132,991
003500	CORONER	684,021		684,021
003600	PUBLIC DEFENDER	1,454,958		1,454,958
004000	ADULT PROBATION	5,403,206	145,456	5,548,662
004100	CORRECTIONS	17,442,465		17,442,465
004190	JUVENILE PROBATION	3,246,963		3,246,963
005200	VETERANS AFFAIR	298,114	2,300	300,414
009000	GRANTS TO ORGANZ	106,000		106,000
020000	TRANSFERS	27,274,557	4,576,285	31,850,842
	Total	96,540,806	5,155,115	101,695,921

<p>County of Erie Comparison of Change in Monthly General Fund Fund Balance Appropriated for the Years 2016 and 2015</p>

Change in appropriated General Fund fund balance as follows:

Month	2016	2015
January	(402,304)	(4,797)
February	(9,681)	18,406
March	(17,191)	16,376
April	(15,808)	(38,277)
May	(4,406,412)	(16,188)
June	(11,480)	(69,290)
July	(88,693)	(11,654)
August		0
September		0
October		(245,137)
November		(150,627)
December		(461,631)
Total Change in Appropriated Fund Balance Year to Date	(4,951,569)	(962,819)