



MEETING OF THE BOARD OF DIRECTORS
5240 Knowledge Parkway, Erie, PA 16510
February 11, 2016 – 8:30 AM

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES – January 2016
5. COMMENTS BY CHAIRMAN
6. PUBLIC COMMENT
7. PRESENTATIONS
 - a. Dr. Chris Taylor, The Upper Room, housing development
 - b. Dave Brennan & Rosmari Graham, Eastside Opportunity Corridor
8. COMMITTEE REPORTS
 - a. Treasurer's Report
 - b. Regional Assets Committee
 - c. Strategic Planning Committee
 - d. Update from County Council
 - e. Update from County Executive's Office
9. REPORT OF THE EXECUTIVE DIRECTOR
10. SOLICITOR'S REPORT
11. OLD BUSINESS
 - a. Amendment to UECDC contract
12. NEW BUSINESS
13. ADJOURNMENT

Next Regularly Scheduled Board Meeting of ECGRA

Date: Thursday, March 10, 2016
Time: 8:30 AM
Location: Sarah Reed Children's Center; 2445 West 34th Street; Erie, PA 16506





E·C·G·R·A

Erie County Gaming Revenue Authority

Minutes of the Board of Directors' Meeting

January 14, 2016

CALL TO ORDER

The Finance Committee Meeting and Board of Directors' Meeting of the Erie County Gaming Revenue Authority were held on January 14, 2015 at 5240 Knowledge Parkway; Erie, PA. Legal Notice of the meeting was given through an advertisement appearing in the Erie Times-News. The meeting was called to order by the Chair.

(Due to technical difficulties, the meeting was not recorded.)

ROLL CALL

Mr. Bagnoni, Mr. Barney, Mr. Paris, Mr. Peters, Mr. Sample, and Mr. Yapple (arrives later). Mr. Wood, Mr. Breneman, Mr. Lee, and Mr. Wachter are also present.

APPROVAL OF AGENDA

Mr. Barney makes a motion to approve the agenda as presented. Mr. Paris seconds. Motion carries 5-0.

APPROVAL OF MINUTES

Mr. Paris makes a motion to approve the minutes of the December 2015 board meeting. Mr. Barney seconds. Motion carries 5-0.

COMMENTS BY THE CHAIRMAN

PUBLIC COMMENT

Amanda Brown Sisseem, Executive Director, Erie Arts & Culture

PRESENTATIONS

Dr. Chris Taylor, The Upper Room – was unable to make it to the meeting due to transportation issues. Dr. Taylor will present at the February 11 meeting.

COMMITTEE REPORTS

- a. Treasurer's Report: Mr. Peters presents the December 2015 financial reports. Mr. Barney makes a motion to approve the reports as presented. Mr. Paris seconds the motion. Motion carries 5-0.
- b. Regional Assets Committee: No report.
- c. Strategic Planning Committee: Mr. Paris enters notes into the record. See attached notes.
- d. Youth & Education Committee: Mr. Barney gives an update and enters the committee notes into the record. See attached notes.
- e. Updated from County Council: Mr. Breneman
- f. Update from County Executive's Office: Mr. Lee

REPORT OF THE EXECUTIVE DIRECTOR

SOLICITOR'S REPORT

OLD BUSINESS

None.

NEW BUSINESS

- a. Resolution 1, 2016: Resolution to adopt the 2016 ECGRA Regional Assets Guidelines for Special Events, Community Assets, and Mission Main Street Grants, and the 2016 ECGRA Guidelines for Multi-Municipal Collaboration Grants. Mr. Barney makes a motion to adopt the resolution. Mr. Paris seconds the motion. Motion carries 5-0.
- b. Resolution 2, 2016: Resolution to adopt funding for the Eagle's Nest Employability Initiative. Mr. Peters makes a motion to adopt the resolution. Mr. Barney seconds the motion. Motion carries 6-0.
- c. Resolution 3, 2016: Resolution to disburse a blended funding model for Erie County's nine Lead Assets for calendar year 2016. Mr. Peters requests the resolution be amended for clarity's sake. Discussion ensues and amended language is decided upon. Mr. Peters makes a motion to accept the amended language of the resolution. Mr. Yaple seconds the motion. Motion carries 6-0. Mr. Peters makes a motion to adopt the amended resolution. Mr. Paris seconds the motion. Motion carries 6-0.

ADJOURNMENT

Mr. Paris moves to adjourn the meeting.

Attachment A

STRATEGIC PLANNING COMMITTEE MEETING

5240 KNOWLEDGE PARKWAY

ERIE, PA 16510

January 6, 2016

4:30 pm – 5:30 pm

AGENDA

1. OLD BUSINESS

Review of:

- a. July 2013 Strategic Planning Committee Report
- b. May 2015 Strategic Planning Committee
- c. Ignite Erie
- d. UECDC Amendment
- e. Resolution 1, 2016

2. NEW BUSINESS

- a. Idea Generation
 - i. Brookings Model
 - a. Maker Metro
 - b. Innovation Zones
 - c. County Export Strategy
 - d. Skills, Training Development
- b. 2016 Grant Management Calendar

3. Youth & Education Items

- a. Eagle's Nest
- b. Community College Confederation
- c. Unified Erie/Kansas City NOVA

4. ADJOURNMENT

Notes:

Brief Summary of Strategic Planning's History:

- Historically, the committee has reviewed the Framework and Settlement clauses.

- In 2013, the committee was refining lead asset, community asset, special event, and UChoose funding, while exploring capital campaigns, and social services restructuring.
- That same year, the committee oversaw the EDF, EIF, and SBDC funding, while exploring equity investments and business accelerators.
- The research on these programs later contributed to the Ignite Erie Program.
- 2014 was research year for economic development strategies.
- In 2015, a three pronged approach to economic development through Ignite Erie was launched: Industry+University, Inner-city, & MRIs.
- The committee as explored support for the Food Bank infrastructure, preK, creating an Ignite Erie Foundation, Tech Shop, Social Innovation Fund, Parks & Recreation, and Brookings Metro Council Membership.

Brookings Model

- Innovation – The financing necessary to fund various levels of spectrum necessary for Advanced Industries and startups to flourish.
- Infrastructure – the maker spaces, incubation facilities, and Industry+University relationships necessary for collaboration
- Place – The creation of an innovation zone in downtown Erie, Knowledge Park, and Enterprise Place was discussed.
- Skills – Support for programs like Tech After Hours and Summer Jobs
- Trade – Creating a metro export strategy to increase the region's GDP

Consensus – Explore the Innovation Districts and Metro Export Strategy. Explore the Ignite Erie Foundation

2016 Grants Management Plan:

- First Quarter: Special Events
- Second Quarter: Multi-Municipal Collaboration
- Third Quarter: Community Assets
- Fourth Quarter: Mission Main Street

Community College Discussion

- Do we need a community college?
- No one has ever quantified the need for one, but we know the current system is not affordable enough.
- Will the college come together in a confederation and collaborate to form one?

Consensus: continue investing in concepts like Tech After Hours.

Neighborhoods

- What's next with our neighborhood strategy?

Consensus: Encourage the land bank to apply for MMC funds, explore an MRI concept with BEST since the region doesn't have a housing CDFI.

Attachment B

YOUTH & EDUCATION COMMITTEE MEETING

5240 KNOWLEDGE PARKWAY

ERIE, PA 16510

January 7, 2016

10:30 am – 12:00 pm

AGENDA

5. Committee Job Description: *To educate Erie's young adult workforce, strengthen schools and employers, and abate poverty.*
6. 2016 Grant Management Calendar
7. Pilots
 - a. Summer Jobs & More
 - b. Eagle's Nest
 - c. Erie Together / Re-entry
 - d. The School District Endowment Challenge
 - e. Upper Room Housing Redevelopment
 - f. Residential Energy Efficiency
8. Shaping Tomorrow
9. Idea Generation
 - a. Community Centers
 - b. Kansas City No Violence Alliance
 - c. STEM programs
 - d. Neighborhood Revitalization
10. Strategic Planning Items

- a. Brookings Model: Maker Metro, Innovation Zones, County Export Strategy, Skills/Training Development
- b. Community College
- c. UECDG Grant Amendment

Notes:

2016 Grants Management Plan:

- First Quarter: Special Events
- Second Quarter: Multi-Municipal Collaboration
- Third Quarter: Community Assets
- Fourth Quarter: Mission Main Street

Pilots

- Pilots memo distributed
- Update on Summer Jobs by Gary Lee
- Eagle's Nest – a packet of information was distributed; it was agreed to be on the January Board meeting agenda.
- Upper Room director will present at January Board meeting

Shaping Tomorrow

- ECF has asked ECGRA to consider continued collaboration in the ST process.
- Should we do it again? Consensus was yes, we should.
- Will it focus on youth and education? There's no way to know.

Idea Generation

- Kansas City NOVA model & Unified Erie: one of four approaches to gun violence.

	Unified Erie
<i>Model</i>	Kansas City NOVA
<i>Funders</i>	ECF, United Way
<i>Approach</i>	Deterrence
<i>Tactic</i>	Call-in strategy

Approach	Tactic	Notes
Suppression	Flood the Zone	Used in the Weed & Seed Program
Deterrence	Call-in Strategy	Endorsed by DA & Atty General's Office
Epidemiology	Violence Interruption	Currently underway through Blue Coats; Being researched by County Health Dept
Economic	Address Joblessness	Currently underway by ECGRA

Economic-driven Projects funded by ECGRA:

People-based Economic Approach	Place-based Economic Approach
Summer Jobs, Tech After Hours, Go College, All About Character, MCRC New Americans College Program, MRIs to CDFIs, Inner-city small business development, Eagle's Nest, Boy Scouts of America Learning for Life Program, New Americans Computer Lab at UECD, Opportunities Unlimited Job Training for Individuals with Disabilities	MRIs to CDFIs, Inner-city Small Business Development, Mission Main Street, Neighborhood Renewal Pilot, Snoops Mural & Gateway project, Sisters of Saint Joseph Streetscape project

- Consensus: ECGRA has picked a lane in the economic quadrant and stuck with it.
- Neighborhood Revitalization & Community Centers – currently a study is underway pertaining to the three NATO centers. It was commissioned and paid for by Erie Insurance. ECGRA's executive director and Mr. Barney have been interviewed by the consultants.
- What are the components of neighborhoods? What should ECGRA do next for neighborhood renewal?

Space Categorization	Types of Spaces	Notes on Spaces
First & Second Spaces or primary spaces	Home, School, Work	All factors affected by socio-economic status, economic geography
Third Spaces or developmental spaces	Community Centers, Parks, Paths to & from School,	Responsible for: youth identity, habit formation,

	Streetscapes to & from Neighborhood Centers	future oriented mindset, career exploration
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- Consensus: land bank and housing court are both potential MMC projects with a minimum of the City of Erie and City of Corry collaborating. We should see what the neighborhood center study says before acting. Pathway projects like the Eastside Opportunity Corridor create safe geographic zones between neighborhoods, schools, business corridors, and recreation areas.



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Urban Erie Community Development Corporation

2046 East 19th Street - Erie, PA 16510-1142 - www.uecdc.org - (814) 899-3904

1/5/16

Dear Mr. Perry Wood,

UECDC hereby requests an Amendment to its ECGRA Grant to implement the "Invest Erie Initiative" summarized below and attached hereto:

Background:

UECDC applied for and received an ECGRA Grant in the amount of \$50,000. It was originally intended that the grant be used to establish a cooperative relationship with CCDC and help it obtain CDFI status with support from proposed consultant, Leon Wilson and proposed CDFI, NFF. Thereafter, CCDC became unavailable to participate in the process. As a result and at its own expense, UECDC has begun to implement an alternative and more impactful strategy for Community Economic Development, the Invest Erie Initiative. Therefore, UECDC hereby requests an Amendment to its ECGRA Grant to repurpose it generally for the further implementation of the "Invest Erie Initiative" which is summarized below and attached hereto, and particular in accordance with the proposed contracts of three (3) consultants, the scope of which shall secure New Market Tax Credit Allocation funding for the first project of the of the Invest Erie Initiative.

Invest Erie Initiative:

UECDC envisions that this initiative will create a new day for Erie where local residents can secure sustainable living wage jobs from local manufacturing and technology growth companies that were incentivized to locate in Erie with the support of New Market Tax Credit (NMTC) allocations.

"Invest Erie" is our vision statement for this New Market Tax Credit Initiative. It is grounded by NMTC "Collective Impact Financial Partners" like Greenline Ventures and CDVCA, steered by a local "Community Quarterback", that is, a Social Impact Non-Profit, UECDC; and supported by a National best practices partner that sets standards for Racial Equity in Social Impact Lending, that is, Opportunity Finance Network. A copy of the "Invest Erie Initiative" and the work accomplished to date by UECDC and the consultants aforementioned, is attached here as an Appendix to the Urban Erie Hope Zone Investor Presentation PowerPoint.

First project under active consideration:

Sulcrete, Inc. is working directly with UECDL to secure 12-15MM in NMTC allocations. Sulcrete is the first project in the pipeline under consideration by the Collective Impact Financial Partners and it presents a cutting edge model Community Benefit Plan for Erie. Attached are the scale-up calculations, engineering specifications and final report for December 2015, which compliment the Sulcrete overview provided in the PowerPoint.

The Sulcrete Business Plan for Erie with jobs analysis and economic impact study shall be presented to the community, in the context of this initiative, during UECDL's Spring Symposium on Racial Equity in Social Impact Lending. The Symposium is scheduled to be held at the Jefferson Foundation and feature Opportunity Finance Network CEO, Mark Pinsky, as its Keynote Speaker. We have commitments from all parties and are in the process of finalizing a date in the new year between Mid January and Mid February for the event. UECDL proposes to engage Management Consultants Gar Giles, Tyrone Clark and Leon Wilson for 6 months beginning January 1st to kick-start the Invest Erie Initiative, which they have heretofore helped UECDL to structure over the last 6 months. Copies of their proposed consulting agreements supporting this initiative and totaling \$30,000.00 are attached for your consideration. UECDL proposes that the balance of \$20,000 be utilized to reimburse approved expenses of UECDL, the proposed consultants and interested lending and project partners for the preparation and execution of PR events supporting the initiative such as the Spring Symposium on Racial Equity in Social Impact Lending featuring OFN CEO, Mark Pinsky.

Pipeline:

UECDL has identified robust Pipeline of projects that meet NMTC allocation criteria such as Aquaponics which has formally engaged the support of Gannon University and is included in the attached Urban Erie Hope Zone Investor Presentation PowerPoint.

If possible, please present this proposed Amendment at the January 6, 2016 Board meeting for consideration and approval.

Sincerely,

Gary N Horton

Gary Horton, Executive Director
UECDL/QLLC
2046 East 19th Street
Erie, PA 16510
814-899-3904
ghorton@uecdc.org
www.uecdc.org



Welcome

URBAN ERIE
Hope
ZONE



URBAN ERIE HOPE ZONE



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Economic Development
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(814) 899-3904

HOPE is on The Way!

“INVEST ERIE”

A Collaborative

Economic

Development

Initiative By:

Community Quarterback:

Urban Erie Community
Development Corporation

Collective Impact Partners:

PENN STATE, ECGRA,
CDVCA, ECF, EMG, OFN
Bridgeway & Develop Erie



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About the "Community Quarterback"

UECDC's 30 Year Tradition of Consistent Community Engagement

- Youth Programs: Tolerance Education
- Leadership Development
- Placement assistance
- Online Training and Examinations



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About the “Community Quarterback”

UECDC Promotes Racial Equity
Models for Social Impact Investing

Promoting Economic Growth and
Revitalization through Small Business
Development and Employment
Opportunities



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Community Benefit Plans Ensure Investments meet Expectation's

**Private Businesses, Local Non-
Profit Organizations and Residents
improve neighborhoods through
NMTC CBP's:**

- **Commerce**
- **Education**
- **Innovation**



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Reshaping the Benefits

Narrowing the FOCUS

- Identifying Business, Industry and Real Estate Opportunities in Underserved (NMTC) Areas
- Reduce or Eliminate Pockets of Poverty Through New Market Tax Credit (NMTC) Investments
- Create Sustainable Growth through Community Benefit Plans CBPs



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Innovation Example: **SULFCRETE, INC.**

- Waterless Cement Production.
- Designation: JAS Opportunity Park
- Licensed DOE Technology
- Job Creation, Community Royalty Share
- Meets New Market Tax Credit Criteria
- Community Benefit Plan (CBP)

Structured so that after the 7-year NMTC loan period, the principal and residual ownership could flow to the project's affiliated not-for-profit, to create a long-term pool of capital for similar projects in Erie.



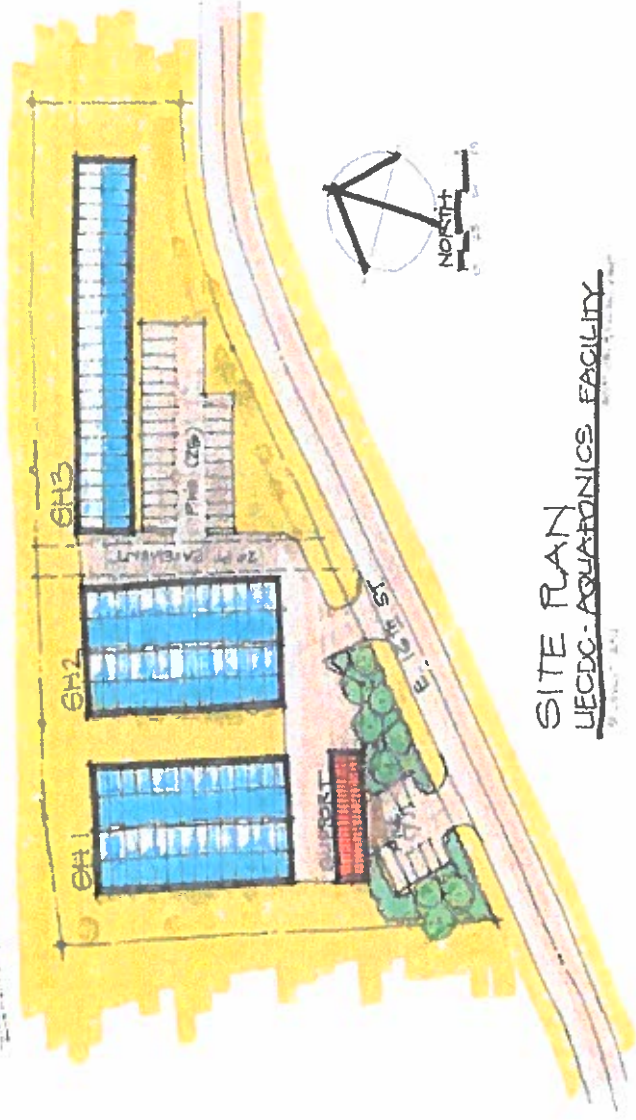
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Innovation at Work

Conversion of Joyce A. Savocchio Park to Joyce A. Savocchio Opportunity Park

- Aquaponics
- Small Business Incubator
- Sustainable Jobs...





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(814) 899-3904

Thank You!

Invest Erie

Utilizing the "Urban Erie Hope Zone" to ignite Collective Impact for Community Development November 2015 Progress Report

Dear Perry,

This report encapsulates UECD's refined perspective on community development as a result of the recent capacity building initiative supported by ECGRA. Informed by consultants Gar Giles and Leon Wilson, UECD engaged the Opportunity Finance Network and the Non-Profit Finance Fund to better understand its role as a community organizer for economic and social change. We are now positioned to host the leadership of OFN in Erie to support a refined "Collective Impact" strategy. The below summary and recommended next steps follow:

1. The "Invest Erie" new market tax credit approach to fighting poverty in urban Erie is to immerse this community with new market tax credit investments. The whole city qualifies. There is always a supply of resources., ie. Bridgeway Capital's unused affordable bond financing for low-income housing (7.5MM). Yet because of inattention to "Racial Equity" the market has failed to recognize that Demand is as important as Supply. To attract business and social impact entities to Opportunity Park will take the coordinated resources of Erie Non-Profits. We must begin by meeting the need of the community . Because the city has been determined to designate CDFI areas, this is the opportunity for business to come back to Erie. Unemployment and crime shall be addressed by plan of hope and opportunity.
 2. One of the first steps in UECD's Racial Equity and Social Impact work shall be for all Stakeholder organizations to participate in a day-long framing workshop hosted by UECD and with OFN President Mark Pinsky and thought leader, Jeremy Nowak participating. This session will enable stakeholders to: have a shared language for talking about racial equity in their work; understand that race is socially constructed and politically maintained in ways that perpetuate deep and pervasive racial gaps; and understand the key building blocks for race-informed economic development. A tentative planning meeting in Erie has been scheduled for the afternoon of December 1, 2015, and Gar Giles has agreed to attend.
 3. Marketing: It takes bold thinking to create disruptive marketing campaigns. UECD has accessed examples (at the OFN Conference) of campaigns launched by a national wholesale club, a prominent social change agency, and OFN's national network of CDFIs. UECD is following up with the panelists that described how they created a change in behavior or belief among different audiences, from small business owners, to citizens and consumers of ACA healthcare, to CDFIs and policymakers. Going forward we UECD shall help to bring forth the creative Public Relations forces to move markets.
-

4. **OFN Conference:** Our effort over the last 12 months to develop a “collective impact” strategy for Erie Non-Profit’s has taken further root during my journey to the Opportunity Finance Network’s National Conference November 9-12th in Detroit, MI with Gar Giles. There, he helped me secure the direct support for our strategy by OFN leadership, including CEO Mark Pinsky, COO Cathy Dolan, CEA, Nancy Santiago Negrón and thought leader Jeremy Nowak. OFN took such special notice of Erie because of our collaborative attendance with Bridgeway Capital and Develop Erie and because of our burgeoning relationship with four additional lending organizations. They are Perry Wood, Executive Director of ECGRA, Christopher Reim, Managing Director – CDVCA and Managing General Partner – Innovate NY Fund, LPCDVCA, Bill Scholz, Operations and Communications Director for the Innovation Collaborative and Alex King, consultant for the Erie Management Group Brokerage Initiative. As such OFN has agreed to send its leadership to Erie to help catalyze our effort, which crystalized at the conference. Planning this meeting in Erie is a priority next step.

INVEST ERIE Strategy: Leveraging “Collective Impact” to attract growth companies and social impact entities to Erie that create jobs and housing for low-income residents.

INVEST ERIE Tactic: UECD as the “Community Quarterback” will lead the organizing force for Erie Non-Profit Coordination for Financial Literacy and Community Lending. UECD shall have Market and Promote the Collective Impact strategy, expectations and outcomes.

“Collective Impact” refers to a coalition of partners from different sectors (such as housing, health, education, and workforce development) working together toward a common vision for solving a specific community issue, using a structured form of collaboration. The key to this structured cross-sector collaboration is the leadership of one organization, often referred to as the community quarterback, that is responsible for “keeping the vision” and organizing partners, aligning them around shared goals and outcomes. The quarterback works with partners to establish shared metrics, bring together financial resources, hold partners accountable, and drive progress towards community outcomes, ensuring that the work of the partners remains truly integrated. We attended the Opportunity Finance Network’s best practices seminar describing three such initiatives: Partners in Progress, Purpose Built Communities, and the Working Cities Challenge. We learned more about what role CDFIs can play in collective impact, what financing tools are needed to support these efforts, and what’s next for collaborative, integrated community development.

Next Steps: Invite Opportunity Finance Network CEO, Mark Pinsky and Thought Leader, Jeremy Nowak to Erie before the end of the year for a Roundtable Meeting with Collective Impact Stakeholders (identified above).

Sincerely,
Gary Horton, Executive Director, UECD

PENNSSTATE



Erie The Behrend
College

Office of the Chancellor
Penn State Erie, The Behrend College
4701 College Drive
Erie, PA 16563-0101

814-898-6160
Fax: 814-898-6461
pennstatebehrend.psu.edu

August 21, 2015

Jason Turner
Sulfcrete

Jason,

Thank you so much for hosting the teleconference this week. I believe that Erie, its history in concrete, and the strength of Penn State Erie, the Behrend College may be a natural fit for the further development of the Sulfcrete technology. We look forward to exploring more in-depth the possibilities.

Best regards,

Amy Bridger

Amy Bridger
Director, Research and Business Development
Office of the Chancellor
Ph: (814) 898-6756
E: aeb20@psu.edu

From: **Chris Reim** <CReim@cdvca.org>

Date: Mon, Nov 23, 2015 at 6:29 AM

Subject: Discussion with a contact at Erie EDA about a large scale project

To: Gar Giles <gar.giles@gmail.com>

Gar:

Among the various things that CDVCA does, we are an allocate for the CDFI Fund's New Markets Tax Credit program. We are applying now for an allocation in 2016 (we hope we get it). In completing our application, I want to include an Erie project, in particular, one that can use \$15-\$20 million for a large-scale facilities project that can lead to large job gains. There is no guarantee that we will win an allocation; but I would like to see if there are any pressing projects in Erie for 2016 that might be a candidate for this. Please let me know if you have any thoughts, and with whom should I speak at Erie's EDA to see what they might suggest. This is large-scale financing, and it is intended only for projects in low-income areas that are central to new job creation.

Best,

Christopher Reim

Managing Director – CDVCA

Managing General Partner – Innovate NY Fund, LP

creim@cdvca.org

[212.594.6747](tel:212.594.6747) x15

LinkedIn: <https://www.linkedin.com/pub/christopher-reim/4/457/438>

From: Gar Giles <gar.giles@gmail.com>
Date: November 23, 2015 at 11:13:58 AM PST
To: Christopher Reim <Creim@cdvca.org>
Subject: Discussion with a contact at Erie EDA, large scale project

Chris,

On behalf of the Erie community, thank you for this consideration!!!

I think Sulcrete satisfies all project criteria. It involves the construction and management of a large scale/revolutionary cement manufacturing plant. It has been vetted by and has the support of Penn State Erie Knowledge Park as a corporate partner. See attached Letter of Support from the Office of the Chancellor, Penn State Behrend. Sulcrete is prepared to relocate to urban Erie's Eastside at "Opportunity Park" and to provide sustainable jobs to local residents at scale and with enormous projected economic impact. Long Island start-up company SulfCrete, Inc. has been exploring commercialization of sulfur polymer, a unique and affordable construction material developed at Brookhaven Lab that has a very small carbon footprint compared to the existing concrete products it might one day replace. SulfCrete, Inc. has licensed the technology, and its product, which uses sulfur polymer to replace cement, will be more than 90 percent "greener" than existing concrete. Unlike conventional cement, which requires the addition of water and a chemical hydration reaction to set and cure over time, sulfur polymer is melted, mixed with aggregate, and cures to 90 percent full strength within hours after cooling to ambient temperatures.

I have attached preliminary reference materials. If interested upon review, we can followup with the individual at Erie EDA that should be contacted and make introductions to Sulcrete leadership with whom I have closely worked. With your permission, I will also share this opportunity with our collective impact partners to see if any other vetted projects can be timely identified.

Best,

Gar Giles, Managing Member
Measured Impact, LLC
4143 Via Marina #418
Marina del Rey, CA 90292

From: Chris Reim <CReim@cdvca.org>
Date: November 25, 2015 at 10:33:18 AM PST
To: Gar Giles <gar.giles@gmail.com>, "ghorton@uecdc.org"
<ghorton@uecdc.org>
Subject: Thank You for Summary Info on Sulcrete

Gar:

Thank you for thinking of me, and sending the summary information on Sulcrete, for potential development in Erie. We have good connections with the NYSERDA people here in New York, so I will get some background from their end.

We are certainly interested in this project. Your timing was especially helpful, as we like this project for potential funding under the CDFI Fund's New Markets Tax Credit program. We are applying for an allocation in 2016, and would like to show this as one of the primary projects in which we could participate (we have a financing partner for a portion of our allocations, and they agree that this would be a good project). In particular, I would like to see this structured so that after the 7-year NMTC loan period, the principal and residual ownership could flow to the project's affiliated not-for-profit, to create a long-term pool of capital for similar projects in Erie.

I cannot make any representation that we will receive an allocation, or may move ahead with this as a fundable project – but it is very much what we look for in creating long-term employment opportunity. And for me, it is especially relevant that it is in Erie. I know we have several topics in discussion together, but thank you for suggesting this!

Best,
Christopher Reim
Managing Director – CDVCA
Managing General Partner – Innovate NY Fund, LP
creim@cdvca.org
[212.594.6747](tel:212.594.6747) x15
LinkedIn: <https://www.linkedin.com/pub/christopher-reim/4/457/438>

----- Forwarded message -----

From: **Chris Reim** <CReim@cdvca.org>
Date: Mon, Nov 30, 2015 at 10:51 AM
Subject: RE: Info on Savocchio Park
To: Gar Giles <gar.giles@gmail.com>
Cc: Gary Horton <ghorton@uecdc.org>

Gary and Gar: I hope you both had a very filling Thanksgiving (I miss coming back to Erie for the holiday). I checked the address you provided, and YES it is an NMTC-qualifying area (note that effectively all of the City of Erie qualifies). This is needed to pursue a possible NMTC funding source. I will follow up with you on this prospect, but do know that the next NMTC allocation will not be made until next summer. We might find other current allocates if possible.

No promises, but let's see what might be available. I will circle back on this with you, but give me a little time to see who still has an available allocation and can look at Erie. (note that this project could participate in more than one NMTC investment IF the investors were so willing.)

What is especially important to me in this project will be the ability to leave the loan (at the end of the 7-year period, not unlike a write-off of the loan) with the non-profit entity associated with this project. The intention would be to use it as a starting pool of capital for other job-creating projects in Erie. Many NMTC investors would not want to do that (as repayment would improve their overall return), but this form has been used many times before, so I would advocate for finding one that will do it.

Best,
Chris

From:ChrisReim<CReim@cdvca.org>
Date:December 23, 2015 at 11:50:54 AM EST
To:Gar Giles <gar.giles@gmail.com>, Gary Horton <ghorton@uecdc.org>, "rkahn@greenlineventures.com" <rkahn@greenlineventures.com>
Cc:Kerwin Tesdell <KTesdell@cdvca.org>
Subject:Introduction for Urban Erie CD to Randy Khan at Greenline Ventures

Gar and Gary:

Happy Holidays!! Just a note to follow up on the SulfCrete project that you forwarded to me. Certainly we hope to have an NMTC allocation next year and would love to pursue this at that time; but that will be too many months away for your needs, so I want to find one or more good NMTC allocates that could consider this project. We have incredible respect for the innovative work that Randy Khan and his team at Greenline Ventures does, with NMTC and with market financing to address the needs of low income communities. I spoke with him about this, and forwarded to him the summary information you provided me. He is reading it now, and would like to schedule a call with you after the New Year. Do know that, regardless of whether this is a fit for Greenlines NMTC allocation, their firm has many ways in which it can work with job creating firms in Erie that need growth capital. In fact, he has been to Erie before to discuss NMTC opportunities, so this would be a good return to an area that he (as well as Kerwin and I) personally wish to see benefit from incentive capital like NMTC.

RANDY: I have had a chance to get to know Gar and Gary better over this past year, and I am confident that they can be very helpful in advancing this project, and they are well-connected to open channels for needed growth capital into Erie. Our hopes that you have a productive conversation together!

Best,

ChristopherReim

Managing Director CDVCA

Managing General Partner Innovate NY Fund, LP

creim@cdvca.org

212.594.6747 x15

LinkedIn:<https://www.linkedin.com/pub/christopher-reim/4/457/438>

From: Gar Giles <gar.giles@gmail.com>
Date: Tue, Jan 5, 2016 at 10:58 AM
Subject: Re: Introduction for Urban Erie CD to Randy Khan at Greenline Ventures
To: Randy Kahn <Randy.Kahn@greenlineventures.com>
Cc: Gary Horton <ghorton@uecdc.org>, Kerwin Tesdell <KTesdell@cdvca.org>, Chris Reim <CReim@cdvca.org>

Randy,

It is a pleasure to make your acquaintance, and UECDL especially thanks Chris and CDVCA for this introduction.

Gary and I are following up with Sulcrete now to confirm a conference call for either Friday 1/8 or Tuesday 1/12.

Best,

Gar

Gar Giles, Managing Member, Measured Impact, LLC
UECDL Management Consultant
4143 Via Marina #418
Marina del Rey, CA 90292
215-432-6097

On Tue, Jan 5, 2016 at 8:49 AM, Randy Kahn <Randy.Kahn@greenlineventures.com> wrote:

Thank you Chris and CDVCA for the introduction.

Gar and Gary, is there a time in the next week or two that we can get on the phone to discuss Sulcrete? For convenience I suggest Thursday 1/7 at 11am, Friday 1/8 at 11am or Tuesday 1/12 at 11am, however I am generally available. If none of those times/dates are convenient for you, please suggest a few alternates and I'm sure we can make one of them work.

I look forward to our conversation and to learning more.

Randy Kahn

Greenline Community Ventures, LLC

<http://www.greenlineventures.com>

703.568.7941(c)

Management Consultant Agreement Term Sheet

Services

- 1 To facilitate UECDL becoming a formal Ally of the Opportunity Finance Network (OFN), with all the rights and privileges pertaining thereto, including training in best practices for collective social impact, technical support, and access to its member network of over 250 Certified CDFI's that could evaluate funding projects of the "Invest Erie" initiative, attached as Exhibit A.
- 2 To facilitate UECDL taking a leading role in Racial Equity Lending Practices in Northwestern Pennsylvania as the "Community Quarterback" of the Invest Erie initiative. Please see a summary of UECDL's Collective Social Impact Strategy for Invest Erie attached hereto as Exhibit A for a detailed scope of the Community Quarterback role.
- 3 To help UECDL produce an Urban Erie Racial Equity Symposium in early first quarter of 2016 that includes the attendance of local funding entities, foundations, community residents and job seekers, the executive leadership of OFN, and the executive leadership of growth companies interested to build headquarters at "Opportunity Park." Please see UECDL's Opportunity Park PowerPoint attached hereto as Exhibit B, for a detailed description of this component of the Invest Erie initiative.
- 4 To assist UECDL in securing Sulfcrite as an Anchor Tenant of Opportunity Park before June 30, 2016; including, galvanizing funding partners and performing project due diligence. Please see correspondence from the Office of the Chancellor Penn State Behrend Knowledge Park and from the Director of the National Venture Fund Association CDVCA, together attached hereto as Exhibit C, for the context status of the Sulfcrite project.
- 5 To facilitate UECDL's negotiation of sustainable long-term Community Benefit Agreements with prospective Tenant(s) of Opportunity Park.

Compensation

As full compensation for the Services rendered under this agreement, UECDL shall pay Consultant the sum of \$2,500.00 per month for six (6) months beginning January 1, 2016 upon presentation of a satisfactory invoice evidencing at least 40 hours of performed services for that period.

Expenses:

Consultant shall be responsible for all expenses incurred in the performance of his duties under this agreement except for particular expenses that UECDL expressly approves in writing before such expenses are incurred. (e.g. conference attendance).

CONSULTING SERVICES AGREEMENT

This consulting services agreement is between Urban Erie Community Development Corporation, (the "Company") and Gar Giles, doing business as the Managing Member of Measured Impact, LLC. (the "Consultant").

Whereas, the Parties have been working together over the last 30 days to accomplish the objectives of the Invest Erie Initiative, as summarized in Exhibit "A" attached hereto, and now wishing to enter into a formal agreement to accomplish specific assignments within a six month term,

The parties agree as follows:

1. ENGAGEMENT SERVICES.

- (a) **Engagement.** The Company retains the Consultant to provide, and the Consultant shall provide, the services described in the Term Sheet above governing (the "Services, Compensation and Expenses").
- (b) **Performance of Services.** Without limiting the scope of Services described in Term Sheet, the Consultant shall:
 - (i) devote at least 40 hours per month of productive time, energy, and ability to the performance of his duties under this agreement to provide the required Services in a timely and productive manner;
 - (ii) communicate with the Company about progress the Consultant has made in performing the Services;
 - (iii) supply all tools, equipment, and supplies required to perform the Services, except if the Consultant's work must be performed on or with the Company's equipment;
- (c) **Legal Compliance.** The Consultant shall perform the Services in accordance with standards prevailing in the Company's industry, and in accordance with applicable laws, rules, or regulations. The Consultant shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.
- (d) **Company's Obligations.** The Company shall make timely payments of amounts earned by the Consultant under this agreement and notify the Consultant of any

changes to its procedures affecting the Consultant's obligations under this agreement at least 30 days before implementing those changes.

2. Term. This agreement will become effective January 1, 2016 and Terminate on June 30, 2016.

- (a) **Taxes.** The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Company has no obligation to pay or withhold any sums for those taxes.
- (b) **Other Benefits.** The Consultant has no claim against the Company under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

3. NATURE OF RELATIONSHIP

- (a) **Independent Contractor Status.**
 - (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
 - (ii) The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant or the Consultant's staff shall perform the Services, and the Company is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide insurance coverage for himself and the Consultant's staff.
- (b) **Company Inventions.** The Consultant has no right or interest in any work or product resulting from the Services the Consultant performs for the Company, or any of the documents, reports, or other materials the Consultant creates in connection with those Services (collectively, the "Company Inventions"), and has no right to or interest in any copyright to the Company Inventions. The Company Inventions have been specially commissioned or ordered by the Company as "works made-for-hire," as that term is defined in the United States Copyright Act, and the Company is therefore the author and the owner of all copyrights in the Company Inventions.

4. CONFIDENTIAL INFORMATION.

- (a) **Confidentiality.** During the Term, the Consultant may have access to or receive certain information of or about the Company that the Company designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by the Consultant ("**Confidential Information**"). Confidential Information includes information relating to the Company or its current or proposed business, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, provided orally, in writing, by drawings, or by any other media. The Consultant will treat the Confidential Information as confidential and will not disclose it to any third party or use it for any purpose but to fulfill consultant's obligations in this agreement. In addition, the Consultant shall use due care and diligence to prevent the unauthorized use or disclosure of such information.
- (b) **Obligation to Maintain Confidentiality.**
- (i) **Confidentiality.** At all times during Consultants work with the Company, the Consultant shall hold in strictest confidence, and not use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the executives of the Company, any of the Company's Confidential Information.

5. REPORTING.

The Consultant shall report to Gary Horton or such other officer or employee as may be designated by the Company.

6. OTHER ACTIVITIES.

During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the Company under this agreement.

7. RETURN OF PROPERTY.

Within 15 days of the expiration or earlier termination of this agreement, the Consultant shall return to the Company, retaining no copies or notes, all Company products, samples, models, property, and documents relating to the Company's business including reports, abstracts, lists, correspondence, information, computer files,

computer disks, and other materials and copies of those materials obtained by the Contractor during and in connection with consultant's work with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the Company's business, whether prepared by the Consultant or by others, remain the Company's exclusive property.

8. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the commonwealth of Pennsylvania govern this agreement.
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Erie, Pennsylvania.

9. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

10. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

11. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

12. NOTICES.

(a) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Company:

Gary Horton, Executive Director
Urban Erie Community Development Corporation
2046 E 19th Street
Erie, PA 16510
814-490-9669
ghorton@uecdc.org

If to the Consultant:

Gar Giles, Managing Member
Measured Impact, LLC
4143 Via Marina, #418

Marina Del Rey, CA 90292
215-432-6097
gar.giles@gmail.com

13. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

14. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except

as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

15. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

16. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

17. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

By: _____
Gar Giles, Managing Member
Measured Impact, LLC
Dated:

By: _____
Gary Horton, Executive Director
Urban Erie Community Development Corporation
Dated:

Management Consultant Agreement Term Sheet

Services

- 1 To specifically engage the Non-Profit Finance Fund (NFF) to help support the objectives of the Invest Erie Initiative as defined in Exhibit "A" attached hereto.
- 2 To generally engage Consultants professional network of Banks, Loan Funds, Venture Funds, Credit Unions, CDFIs, Business Advisors, Thought Leaders and all other individuals and entities that can help support the objectives of the Invest Erie Initiative as defined in Exhibit "A" attached hereto.

Compensation

As full compensation for the Services rendered under this agreement, UECDL shall pay Consultant the sum of \$2,000,00.00 per month for six (6) months beginning January 1, 2016 upon presentation of a satisfactory invoice evidencing at least 40 hours of performed services for that period.

Expenses:

Consultant shall be responsible for all expenses incurred in the performance of his duties under this agreement except for particular expenses that UECDL expressly approves in writing before such expenses are incurred. (e.g. conference attendance).

CONSULTING SERVICES AGREEMENT

This consulting services agreement is between Urban Erie Community Development Corporation, (the "Company") and Leon Wilson, (the "Consultant").

Whereas, the Parties have been working together over the last 30 days to accomplish the objectives of the Invest Erie Initiative, as summarized in Exhibit "A" attached hereto, and now wishing to enter into a formal agreement to accomplish specific assignments within a six month term,

The parties agree as follows:

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computer disks, and other materials and copies of those materials obtained by the Contractor during and in connection with consultant's work with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the Company's business, whether prepared by the Consultant or by others, remain the Company's exclusive property.

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(a) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Company:

Gary Horton, Executive Director
Urban Erie Community Development Corporation
2046 E 19th Street
Erie, PA 16510
814-490-9669
ghorton@uecdc.org

If to the Consultant:

Leon Wilson
Address:
Phone:
Email:

13. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

14. ENTIRE AGREEMENT.

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agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

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The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

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Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

By: _____

Leon Wilson, Consultant

Dated:

By: _____

Gary Horton, Executive Director

Urban Erie Community Development Corporation

Dated:

Term Sheet

The "Consultant" agrees to render professional Marketing Communication and Public Outreach services to the Client, pursuant to the **Initial Phase** development of the **Urban Erie Hope Zone** initiatives.

In general, the **Initial Phase** is for 6 months with the project delivery, methodology and schedule of services to be determined in a Statement of Work. The "Client" agrees to pay the "Consultant" for the professional Marketing Communication and Public Outreach services the total amount of \$5,100.00 in the following three installment parts: **Part I**, \$1,600.00, **Part II**, \$2,000.00, **Part III** \$1,500.00.

Services provided by the "Consultant" to the "Client" are identified as follows:

Implement Public Outreach and Communications Strategies for Shareholders, Stakeholders, Users, and Public Impacts.

- Manage and/or assist in the development of the corporate message
- Develop corporate identity systems including digital, print, and electronic presentations and collateral material.
- Assist in the coordination of business meetings with investors, business, civic and community leaders intended to foster public and private involvement.
- Implement and/or participate in Strategic Planning sessions with partners, shareholders and stakeholders
- Manage on behalf of the UEHZ, the scheduling and purchasing of all media interface including "buys", press releases, etc.

CONSULTING SERVICES AGREEMENT

The following is an agreement between **Tyrone L. Clark of MGC-Erie**, (hereinafter called the "Consultant") a Pennsylvania company having its principal place of business at 2529 East 32nd Street, Erie, Pennsylvania 16510, and **URBAN ERIE COMMUNITY DEVELOPMENT CORPORATION, (UECDC)** of 2046 E. 19th Street, Erie PA 16510 (hereinafter called the "Client").

The parties agree as follows:

1. ENGAGEMENT SERVICES.

- (a) **Engagement.** The Company retains the Consultant to provide, and the Consultant shall provide, the services described in the Term Sheet above governing (the "Services, Compensation and Expenses").
 - (b) **Performance of Services.** Without limiting the scope of Services described in Term Sheet, the Consultant shall:
 - (i) Present an invoice for work satisfactory and consistent work performance
 - (ii) communicate with the Company about progress the Consultant has made in performing the Services;
 - (iii) supply all tools, equipment, and supplies required to perform the Services, except if the Consultant's work must be performed on or with the Company's equipment;
 - (c) **Legal Compliance.** The Consultant shall perform the Services in accordance with standards prevailing in the Company's industry, and in accordance with applicable laws, rules, or regulations. The Consultant shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.
 - (d) **Company's Obligations.** The Company shall make timely payments of amounts earned by the Consultant under this agreement and notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this agreement at least 30 days before implementing those changes.
2. **Term.** This agreement will become effective January 1, 2016 and Terminate on June 30, 2016.
- (a) **Taxes.** The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this

agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Company has no obligation to pay or withhold any sums for those taxes.

- (b) **Other Benefits.** The Consultant has no claim against the Company under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

3. NATURE OF RELATIONSHIP

(a) **Independent Contractor Status.**

- (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
- (ii) The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant or the Consultant's staff shall perform the Services, and the Company is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide insurance coverage for himself and the Consultant's staff.

- (b) **Company Inventions.** The Consultant has no right or interest in any work or product resulting from the Services the Consultant performs for the Company, or any of the documents, reports, or other materials the Consultant creates in connection with those Services (collectively, the "Company Inventions"), and has no right to or interest in any copyright to the Company Inventions. The Company Inventions have been specially commissioned or ordered by the Company as "works made-for-hire," as that term is defined in the United States Copyright Act, and the Company is therefore the author and the owner of all copyrights in the Company Inventions.

4. CONFIDENTIAL INFORMATION.

- (a) **Confidentiality.** During the Term, the Consultant may have access to or receive certain information of or about the Company that the Company designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by the Consultant ("Confidential Information"). Confidential Information includes information relating to the Company or its current or proposed business, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, provided orally, in writing, by drawings, or by any other media. The Consultant will treat the Confidential Information as confidential and will not disclose it to any third party or use it for any purpose but to fulfill consultant's obligations in

this agreement. In addition, the Consultant shall use due care and diligence to prevent the unauthorized use or disclosure of such information.

(b) Obligation to Maintain Confidentiality.

- (i) Confidentiality.** At all times during Consultants work with the Company, the Consultant shall hold in strictest confidence, and not use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the executives of the Company, any of the Company's Confidential Information.

5. REPORTING.

The Consultant shall report to Gary Horton or such other officer or employee as may be designated by the Company.

6. OTHER ACTIVITIES.

During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the Company under this agreement.

7. RETURN OF PROPERTY.

Within 15 days of the expiration or earlier termination of this agreement, the Consultant shall return to the Company, retaining no copies or notes, all Company products, samples, models, property, and documents relating to the Company's business including reports, abstracts, lists, correspondence, information, computer files, computer disks, and other materials and copies of those materials obtained by the Contractor during and in connection with consultant's work with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the Company's business, whether prepared by the Consultant or by others, remain the Company's exclusive property.

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- (a) Choice of Law.** The laws of the commonwealth of Pennsylvania govern this agreement.
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- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

11. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

12. NOTICES.

- (a) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Company:

Gary Horton, Executive Director
Urban Erie Community Development Corporation
2046 E 19th Street
Erie, PA 16510
814-490-9669
ghorton@uecdc.org

If to the Consultant:

Tyrone L. Clark
Address:
Phone:
Email:

13. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

14. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to

the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

15. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

16. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

17. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

By: _____
Tyrone L. Clark, Consultant
Dated:

By: _____
Gary Horton, Executive Director
Urban Erie Community Development Corporation
Dated:

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11

12

13

Erie County Gaming Revenue Authority
Balance Sheet
As of January 31, 2016

	January
ASSETS	
Current Assets	
Checking/Savings	
10000 · ErieBank-ECGRA Checking	(10,340.20)
10100 · ErieBank-ECGRA Savings	
10100 · General	4,908,287.04
10101 · Committed Funding	4,964,453.00
Total 10100 · ErieBank-ECGRA Savings	9,872,740.04
Total Checking/Savings	9,862,399.84
Other Current Assets	
12000 · Notes Receivable	
12001 · Note Receivable - EDF #1	500,000.00
12002 · Note Receivable - EDF #2	800,000.00
12003 · Note Receivable - CIBA	50,000.00
12004 · Note Receivable - BWC	1,000,000.00
Total 12000 · Notes Receivable	2,350,000.00
14500 · Prepaid Insurance	9,480.00
Total Other Current Assets	2,359,480.00
Total Current Assets	12,221,879.84
 TOTAL ASSETS	 12,221,879.84
 LIABILITIES & EQUITY	
Equity	14,553,537.56
32000 · Unrestricted Net Assets	(2,331,657.72)
Net Income	12,221,879.84
Total Equity	12,221,879.84
 TOTAL LIABILITIES & EQUITY	 12,221,879.84



Erie County Gaming Revenue Authority
Profit & Loss Statement
 January 2016

	<u>January</u>	<u>YTD</u>	<u>Budget</u> <u>YTD</u>	<u>2015-16</u> <u>Budget</u>
Ordinary Income/Expense				
Income				
44800 · Gaming Revenue		1,115,250.29		
46410 · Interest Income - Savings	2,205.95	24,733.41		
46420 · Interest Income - EDF #1	3,840.00	15,222.00		
46421 · Interest Income - EDF #2	6,144.00	24,355.20		
Total Income	<u>12,189.95</u>	<u>1,179,560.90</u>		
Expenses				
62100 · Contracted Services	7,562.85	77,578.00	72,583.33	87,100.00
62800 · Facilities & Equipment	3,375.55	27,249.85	27,000.00	32,400.00
65000 · Office Administration	3,681.09	22,971.43	35,666.67	42,800.00
65100 · Other Types of Expenses	29,225.98	127,880.86	174,166.67	209,000.00
66000 · Payroll Expenses	18,873.96	136,296.45	168,666.67	202,400.00
Total Expenses	<u>62,719.43</u>	<u>391,976.59</u>	<u>478,083.33</u>	<u>573,700.00</u>
Net Ordinary Income	(50,529.48)	787,584.31		
Other Income/Expense				
70000 · Grants / Settlements				
70020 · Lead Assets Endowment		1,659,714.47		
70030 · Community Assets		154,045.00		
70050 · Municipal Settlements		278,812.56		
70060 · Human Services	46,554.00	148,554.00		
70070 · Special Events		177,019.00		
70100 · Mission Main Street		131,500.00		
70120 · Summer Jobs Program		118,250.00		
70140 · Ignite Erie Industry+University		250,000.00		
70150 · Youth & Education		166,667.00		
70160 · The Challenge		34,680.00		
Total 70000 · Grants / Settlements	<u>46,554.00</u>	<u>3,119,242.03</u>		
Net Other Income	(46,554.00)	(3,119,242.03)		
Net Income	<u>(97,083.48)</u>	<u>(2,331,657.72)</u>		



Erie County Gaming Revenue Authority
Statement of Cash Flows
January 2016

	<u>January</u>
OPERATING ACTIVITIES	
Net Income	(97,083.48)
Adjustments to reconcile Net Income to net cash provided by operations:	
12004 · Note Receivable - BWC	(1,000,000.00)
14500 · Prepaid Insurance	<u>(8,719.00)</u>
Net cash provided by Operating Activities	(1,105,802.48)
Net cash increase for period	(1,105,802.48)
Cash at beginning of period	10,968,202.32
Cash at end of period	<u><u>9,862,399.84</u></u>



Erie County Gaming Revenue Authority
Budget vs. Actual
January 2016

Expense	January	YTD	Budget	Over/(Under) Budget	% of Budget
62100 · Contracted Services					
62110 · Accounting Fees	0.00	5,300.00	6,000.00	(700.00)	88.33%
62130 · Professional Services	2,818.80	42,173.70	45,000.00	(2,826.30)	93.72%
62140 · Legal Services	4,224.00	16,631.00	30,000.00	(13,369.00)	55.44%
62145 · Website Design	400.00	12,570.00	5,000.00	7,570.00	251.40%
62150 · Payroll Services	120.05	903.30	1,100.00	(196.70)	82.12%
Total 62100 · Contracted Services	7,562.85	77,578.00	87,100.00	(9,522.00)	89.07%
62800 · Facilities & Equipment					
62840 · Office Equipment & Furniture	632.63	9,460.65	10,000.00	(539.35)	94.61%
62850 · Janitorial Services	0.00	1,692.40	2,400.00	(707.60)	70.52%
62880 · CAM	0.00	283.97	2,000.00	(1,716.03)	14.20%
62890 · Rent	2,742.92	15,812.83	18,000.00	(2,187.17)	87.85%
Total 62800 · Facilities & Equipment	3,375.55	27,249.85	32,400.00	(5,150.15)	84.10%
65000 · Office Administration					
65010 · Books, Subscriptions, Dues	479.71	2,992.58	7,000.00	(4,007.42)	42.75%
65020 · Postage & Mailing Service	31.98	823.91	1,500.00	(676.09)	54.93%
65030 · Printing	0.00	2,395.00	2,500.00	(105.00)	95.80%
65040 · Office Supplies	424.79	3,236.25	3,500.00	(263.75)	92.46%
65050 · Cell Phone	130.00	879.85	1,200.00	(320.15)	73.32%
65060 · Copier Lease	182.00	1,820.00	2,300.00	(480.00)	79.13%
65070 · Copier Printing Costs	220.63	2,504.87	3,000.00	(495.13)	83.50%
65080 · Bank Fees	1.15	1.15	300.00	(298.85)	0.38%
65085 · Training & Education	1,409.28	3,120.54	16,000.00	(12,879.46)	19.50%
65090 · Meeting Expenses	801.55	5,146.23	5,000.00	146.23	102.92%
65095 · Miscellaneous Expense	0.00	51.05	500.00	(448.95)	10.21%
Total 65000 · Office Administration	3,681.09	22,971.43	42,800.00	(19,828.57)	53.67%
65100 · Other Types of Expenses					
65105 · Communications	346.25	15,031.87	15,000.00	31.87	100.21%
65110 · Advertising	269.40	4,491.20	15,000.00	(10,508.80)	29.94%
65115 · Data Processing	2,369.34	21,319.16	12,000.00	9,319.16	177.66%
65120 · Insurance	761.00	7,752.00	10,000.00	(2,248.00)	77.52%
65150 · Travel	479.99	4,286.63	7,000.00	(2,713.37)	61.24%
65160 · Special Projects	25,000.00	75,000.00	150,000.00	(75,000.00)	50.00%
Total 65100 · Other Types of Expenses	29,225.98	127,880.86	209,000.00	(81,119.14)	61.19%
66000 · Payroll Expenses					
66005 · Salaries & Wages	16,219.27	122,537.77	180,000.00	(57,462.23)	68.08%
66010 · FITW Tax	1,229.29	9,378.19	14,100.00	(4,721.81)	66.51%
66015 · FUTA Tax	79.54	95.43	200.00	(104.57)	47.72%
66020 · PASUI Tax	888.53	1,176.97	3,100.00	(1,923.03)	37.97%
66500 · Retirement	457.33	3,108.09	5,000.00	(1,891.91)	62.16%
Total 66000 · Payroll Expenses	18,873.96	136,296.45	202,400.00	(66,103.55)	67.34%
Total Expense	62,719.43	391,976.59	573,700.00	(181,723.41)	68.32%



Erie County Gaming Revenue Authority
Schedule of Grant Reserve, Distributions, & Committed Investments
As of January 31, 2016

	<u>January</u>	<u>YTD</u>	<u>Grants Subtotals</u>
Grant Reserve:			
First Quarter Grants		198,701.00	
Second Quarter Grants		231,424.64	
Third Quarter Grants		406,312.07	
Fourth Quarter Grants		0.00	
Total Grant Reserve	0.00	836,437.71	
Grant Distributions:			
First Quarter Grants		609,752.65	
Second Quarter Grants		2,044,211.02	
Third Quarter Grants		418,724.36	
Fourth Quarter Grants	71,554.00	71,554.00	
Total Grant Distributions	71,554.00	3,144,242.03	
Impact Investing			
Lead Assets Endowment		1,659,714.47	1,659,714.47
Total Impact Investing		1,659,714.47	
Local Government Development			
Multi-Municipal Collaboration			
Girard Township		6,187.00	
Platea Borough (return of 2014-15 Grant)		(6,187.00)	0.00
Municipal Settlements			
Erie County		30,669.38	
Greene Township		30,669.38	
McKean Township		30,669.38	
Millcreek Township		30,669.38	
Summit Township		125,465.66	
Waterford Township		30,669.38	278,812.56
Total Local Government Development		278,812.56	
Ignite Erie			
Industry+University			
Penn State, The Behrend College		250,000.00	250,000.00
Total Ignite Erie		250,000.00	
Regional Assets Funding			
Community Assets			
Albion Area Fair Inc.		12,120.00	
Bayfront NATO, Inc. / MLK Center		11,880.00	
Bayfront Maritime Center		11,880.00	
Edinboro Highland Games		8,320.00	
Erie Homes for Children and Adults Inc.		12,720.00	
Erie Yesterday		10,700.00	
Goodell Gardens & Homestead		3,533.00	
Lake Erie Fanfare Inc.		12,960.00	
McLane Little League Association		7,760.00	

Erie County Gaming Revenue Authority
Schedule of Grant Reserve, Distributions, & Committed Investments
As of January 31, 2016 (cont.)

	<u>January</u>	<u>YTD</u>	<u>Grants Subtotals</u>
Multicultural Community Resource Center		8,800.00	
SafeNet		10,640.00	
WQLN Public Media		11,400.00	
Young Artists Debut Orchestra		11,880.00	
Young People's Chorus of Erie		7,092.00	
Waterford Community Fair Association		12,360.00	154,045.00
Human Services			
Box of Light Studios	15,750.00	15,750.00	
Bradley H. Foulk Children's Advocacy Center of Erie County		10,000.00	
Hamot Health Foundation		20,000.00	
Harborcreek Youth Services		15,000.00	
Northwest PA Health Education Center		15,000.00	
SafeNet		10,000.00	
Saint Patrick Church		10,000.00	
Sarah Reed Children's Center	10,000.00	10,000.00	
SNOOPS NW Association		2,000.00	
Urban Erie Community Development Corporation	20,804.00	20,804.00	
Women's Care Center of Erie County, Inc.		10,000.00	
YMCA		10,000.00	148,554.00
Mission Main Street			
Borough of Wesleyville		15,000.00	
Downtown North East, Inc.		15,000.00	
Erie Downtown Partnership Inc.		15,000.00	
Erie Yesterday		15,000.00	
Fort LeBoeuf Historical Society		15,000.00	
Impact Corry		15,000.00	
McKean Borough		15,000.00	
SNOOPS NW Association		15,000.00	
Union City Community House Association		11,500.00	131,500.00
Special Events			
Albion Area Fair, Inc.		10,687.00	
Asbury Woods Partnership, Inc.		4,742.00	
Barber National Institute		13,172.00	
Borough of Wesleyville		587.00	
CAFE		16,625.00	
Downtown Edinboro Art & Music Festival		2,303.00	
Downtown North East, Inc.		8,950.00	
Edinboro Highland Games		2,755.00	
Edinboro University Foundation		2,375.00	
Erie Contemporary Ballet Theatre		3,572.00	
Erie Downtown Partnership		2,232.00	
Erie Homes for Children and Adults, Inc		3,139.00	
Erie Regional Chamber & Growth Partner.		2,375.00	
Erie-Western PA Port Authority		6,762.00	
French Creek Council, BSA		2,960.00	
Friends of the Tom Ridge Environmental Center		712.00	
Greater Erie Community Action Committee		2,375.00	

Erie County Gaming Revenue Authority
Schedule of Grant Reserve, Distributions, & Committed Investments
As of January 31, 2016 (cont.)

	<u>January</u>	<u>YTD</u>	<u>Grants Subtotals</u>
Harborcreek Township		1,634.00	
Holy Trinity Roman Catholic Church		5,462.00	
Jefferson Educational Society of Erie		17,551.00	
Lake Erie Arboretum at Frontier		1,582.00	
Lake Erie Ballet		3,420.00	
Lake Erie Fanfare, Inc. (Drum & Bugle)		2,232.00	
Lake Erie Fanfare, Inc. (German Festival)		2,265.00	
Lawrence Park Township		897.00	
Mercy Center for Women		2,663.00	
The Nonprofit Partnership		2,606.00	
Presque Isle Partnership		11,400.00	
SafeNet		4,750.00	
Saint Boniface Players		937.00	
Saint Joseph Church		6,840.00	
Sisters of St. Joseph Neighborhood Network		3,515.00	
WQLN		4,275.00	
Waterford Community Fair Association		4,275.00	
Wattsburg Agricultural Society		13,157.00	
Young Artists Debut Orchestra		1,235.00	177,019.00
Youth & Education			
<u>The Challenge</u>			
Fairview School Foundation		8,350.00	
Fort LeBoeuf School District Foundation		10,655.00	
Girard School District Foundation		8,675.00	
Iroquois School District Foundation		7,000.00	
<u>Special Projects</u>			
Eagle's Nest Leadership Corporation	25,000.00	25,000.00	
VTDC (Summer Jobs & More)		118,250.00	
<u>Shaping Tomorrow</u>			
All About Character, Inc.		37,500.00	
Erie's Public Schools - Tech After Hours		66,667.00	
Gannon University - Go College		62,500.00	344,597.00
Total Regional Assets Funding	<u>71,554.00</u>	<u>955,715.00</u>	
Total Grants Issued	<u>71,554.00</u>	<u>3,144,242.03</u>	<u>3,144,242.03</u>
Net Grant Reserve		<u>(2,307,804.32)</u>	

Erie County Gaming Revenue Authority
Schedule of Grant Reserve, Distributions, & Committed Investments
As of January 31, 2016 (cont.)

	<u>January</u>	<u>YTD</u>	<u>Grants Subtotals</u>
Committed Investments:			
Ben Franklin Technology Partners Inc.		500,000.00	
Bridgeway Capital (loan)	(1,000,000.00)	0.00	
The Challenge		131,120.00	
Enterprise Development Fund		500,000.00	
The Erie Community Foundation - Shaping Tomorrow		333,333.00	
Penn State, The Behrend College		500,000.00	
PennVenture Partners		2,000,000.00	
The Progress Fund		1,000,000.00	
Total Committed Investments	<u>(1,000,000.00)</u>	<u>4,964,453.00</u>	

Erie County Gaming Revenue Authority
Check Detail Report
January 2016

<u>Date</u>	<u>#</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
01/05/2016	EFT	VISA	12/3/15 Statement - Perry	-197.63
01/05/2016	EFT	VISA	12/3/15 Statement - Diane	-2,066.60
01/06/2016	1709	Emerald Printing & Imaging	Business Cards - Maggio	-116.71
01/06/2016	1710	Epic Web Studios	Website Development for December	-400.00
01/06/2016	1711	Erie Area Council of Governments	SharePoint Migration Services	-740.75
01/06/2016	1712	GreatAmerica Financial Services	December 24 Statement	-332.00
01/06/2016	1713	Knowledge Park	January 2016 Rent	-1,371.46
01/06/2016	1714	Perry Wood	October - December Travel Reimbursement	-336.95
01/06/2016	1715	The Erie Community Foundation	2015 Cycle 4 Human Services Grants	-46,554.00
01/06/2016	1716	Times Publishing Company	2016 Meeting Schedule Ad	-269.40
01/06/2016	1717	W. B. Mason Co., Inc.	Office Supplies Order	-73.30
01/08/2016	EFT	Fidelity Investments	12/12/15-12/25/15 Payroll Retirement	-287.06
01/08/2016	1718	Bridgeway Capital	Ignite Erie MRI	-1,000,000.00
01/13/2016	1719	Amanda Burlingham	December 2015 Statement	-2,818.80
01/13/2016	1720	United Way of Erie County	Kansas City No Violence Trip	-1,409.28
01/13/2016	1721	Velocity Network, Inc.	Phones / Copier / Internet / IT	-885.78
01/15/2016	EFT	ECCA, Inc.	12/26/15-01/08/16 Payroll	-10,501.39
01/15/2016	EFT	Fidelity Investments	12/26/15-01/08/16 Payroll Retirement	-287.06
01/27/2016	1722	Diane Kuvshnikov	Dec15-Jan16 Cell Phone / Travel	-213.95
01/27/2016	1723	Eagle's Nest Leadership Corporation	2016 Pilot Project	-25,000.00
01/27/2016	1724	Erie Insurance	Invoices Q380153140 / Q865100555 / Q260171107	-2,693.00
01/27/2016	1725	Knowledge Park	February 2016 Rent	-1,371.46
01/28/2016	EFT	VISA	1/3/16 Statement - Perry	-50.49
01/28/2016	EFT	VISA	1/3/16 Statement - Diane	-5,309.86
01/28/2016	1726	Great Lakes Insurance Services Group	D&O Insurance for 2016	-6,787.00
01/29/2016	EFT	ECCA, Inc.	1/9/16-1/22/16 Payroll	-7,539.14
01/29/2016	EFT	Fidelity Investments	1/9/16-1/22/16 Payroll Retirement	-379.36
TOTAL				-1,117,992.43





January 28, 2016

James Sparber
Finance Director
Erie County Courthouse
140 W 6th Street, Room 505
Erie, PA 16501-1011

Dear Mr. Sparber:

In accordance with the Pennsylvania Race Horse Development and Gaming Act of 2004, as amended, (the Act) the Department is required to distribute quarterly the Local Share Assessment collected to the municipalities in which a licensed gaming entity is located. The distribution is based on the amount of money collected plus the amount over Summit Township's budget limitation which totaled \$8,218,750.20.

An ACH for the fourth quarter of 2015 payment in the amount of \$8,781,420.42 should be deposited in your bank account within 3 - 5 business days.

If you have any questions, please contact me at 717-772-4372.

Sincerely,

A handwritten signature in cursive script that reads 'Laura Lyter'.

Laura Lyter, Accountant
Gaming Office

COUNTY 067-021010-042100 4,390,710.21
ECCORPA 067-021050-042100 4,390,710.21

Gaming Office

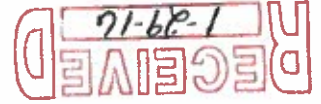
1147 Strawberry Square | Harrisburg, PA 17128 | 717.787.6737 | 717.787.6738 | www.revenue.state.pa.us



COUNTY OF ERIE

OFFICE OF COUNTY EXECUTIVE

Kathy Dahlkemper
COUNTY EXECUTIVE



January 25, 2016

Perry Wood
Executive Director
Erie County Gaming Revenue Authority
5340 Fryling Road, Suite 201
Erie, PA 16510

Dear Mr. Wood:

Enclosed you will find a copy of the proposals for the 2016 Erie Summer Jobs and More (JAM) Program. The following organizations have submitted a proposal:

- Venango Training and Development, Inc.
- Greater Erie Community Action Committee


As part of the review committee, please use the proposal submission requirements pages 15-18 of the Request for Proposal to score the proposals. The scoring assignment breakdown is as follows:

- Section I: Proposer Information and Past Performance – Up to 30 points
- Section II: Proposed Method for Meeting Program Objectives – Up to 40 points
- Section III: Price Proposal – Up to 30 points

I would like to schedule a meeting to review the proposals scoring in detail on Friday, February 5, 2016. My Administrative Officer will be contacting you to schedule the meeting.

I appreciate your time and effort to ensuring JAM is a successful program. If you have any questions or concerns, you may contact me at 814-451-6232.

Sincerely,


Gary N. Lee
Director of Administration

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

PHONE (814) 451-6333 • FAX (814) 451-6334 • TOLL FREE 1 (800) 352-0026 • TDD (814) 451-6237

Ales, update on tap



JACK HANRAHAN/Erie Times-News

Rodger Dobry, of Erie, dressed as Capt. Jack Sparrow, attends the Ales for Sails fundraiser Friday at the Bayfront Maritime Center. It is the fourth year for the event.

ent-day Sassafras Street, fought in the Battle of Lake Erie near Put-in-Bay, Ohio, in September 1813.

Trost said the Porcupine's primary mission will be to sail as a S.T.E.M. — science, technology, engineering and math — classroom for area students.

"This project is such an out-of-the-box idea," Trost said. "The Coast Guard

vessel to be all one material because it's easier to certify, but we like the mix and match because it's a S.T.E.M. exercise the whole way," Trost said.

Center officials in October launched a Kickstarter campaign that raised \$13,177 in pledges.

The online fundraising campaign was organized through Mercyhurst University's Quickstarter ini-

ligence studies associate professor Kristan Wheaton.

The campaign was funded by the Erie County Gaming Revenue Authority's Ignite Erie: Industry-University Business Acceleration Collaborative, led by Mercyhurst and Penn State Behrend.

RON LEONARDI can be reached at 870-1680 or by

Invest Erie

**Utilizing the "Urban Erie Hope Zone" to ignite
Collective Impact for Community Development
November 2015 Progress Report**

Dear Perry,

This report encapsulates UECD's refined perspective on community development as a result of the recent capacity building initiative supported by ECGRA. Informed by consultants Gar Giles and Leon Wilson, UECD engaged the Opportunity Finance Network and the Non-Profit Finance Fund to better understand its role as a community organizer for economic and social change. We are now positioned to host the leadership of OFN in Erie to support a refined "Collective Impact" strategy. The below summary and recommended next steps follow:

1. The "Invest Erie" new market tax credit approach to fighting poverty in urban Erie is to immerse this community with new market tax credit investments. The whole city qualifies. There is always a supply of resources., ie. Bridgeway Capital's unused affordable bond financing for low-income housing (7.5MM). Yet because of inattention to "Racial Equity" the market has failed to recognize that Demand is as important as Supply. To attract business and social impact entities to Opportunity Park will take the coordinated resources of Erie Non-Profits. We must begin by meeting the need of the community . Because the city has been determined to designate CDFI areas, this is the opportunity for business to come back to Erie. Unemployment and crime shall be addressed by plan of hope and opportunity.
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4. **OFN Conference:** Our effort over the last 12 months to develop a “collective impact” strategy for Erie Non-Profit’s has taken further root during my journey to the Opportunity Finance Network’s National Conference November 9-12th in Detroit, MI with Gar Giles. There, he helped me secure the direct support for our strategy by OFN leadership, including CEO Mark Pinsky, COO Cathy Dolan, CEA, Nancy Santiago Negron and thought leader Jeremy Nowak. OFN took such special notice of Erie because of our collaborative attendance with Bridgeway Capital and Develop Erie and because of our burgeoning relationship with four additional lending organizations. They are Perry Wood, Executive Director of ECGRA, Christopher Reim, Managing Director – CDVCA and Managing General Partner – Innovate NY Fund, LPCDVCA, Bill Scholz, Operations and Communications Director for the Innovation Collaborative and Alex King, consultant for the Erie Management Group Brokerage Initiative. As such OFN has agreed to send its leadership to Erie to help catalyze our effort, which crystalized at the conference. Planning this meeting in Erie is a priority next step.

INVEST ERIE Strategy: Leveraging “Collective Impact” to attract growth companies and social impact entities to Erie that create jobs and housing for low-income residents.

INVEST ERIE Tactic: UECD as the “Community Quarterback” will lead the organizing force for Erie Non-Profit Coordination for Financial Literacy and Community Lending. UECD shall have Market and Promote the Collective Impact strategy, expectations and outcomes.

“Collective Impact” refers to a coalition of partners from different sectors (such as housing, health, education, and workforce development) working together toward a common vision for solving a specific community issue, using a structured form of collaboration. The key to this structured cross-sector collaboration is the leadership of one organization, often referred to as the community quarterback, that is responsible for “keeping the vision” and organizing partners, aligning them around shared goals and outcomes. The quarterback works with partners to establish shared metrics, bring together financial resources, hold partners accountable, and drive progress towards community outcomes, ensuring that the work of the partners remains truly integrated. We attended the Opportunity Finance Network’s best practices seminar describing three such initiatives: Partners in Progress, Purpose Built Communities, and the Working Cities Challenge. We learned more about what role CDFIs can play in collective impact, what financing tools are needed to support these efforts, and what’s next for collaborative, integrated community development.

Next Steps: Invite Opportunity Finance Network CEO, Mark Pinsky and Thought Leader, Jeremy Nowak to Erie before the end of the year for a Roundtable Meeting with Collective Impact Stakeholders (identified above).

Sincerely,
Gary Horton, Executive Director, UECD



dream . build . live

Urban Erie Community Development Corporation

2046 East 19th Street - Erie, PA 16510-1142 - www.uecdc.org - (814) 899-3904

1/5/16

Dear Mr. Perry Wood,

UECDC hereby requests an Amendment to its ECGRA Grant to implement the "Invest Erie Initiative" summarized below and attached hereto:

Background:

UECDC applied for and received an ECGRA Grant in the amount of \$50,000. It was originally intended that the grant be used to establish a cooperative relationship with CCDC and help it obtain CDFI status with support from proposed consultant, Leon Wilson and proposed CDFI, NFF. Thereafter, CCDC became unavailable to participate in the process. As a result and at its own expense, UECDc has begun to implement an alternative and more impactful strategy for Community Economic Development, the Invest Erie Initiative. Therefore, UECDc hereby requests an Amendment to its ECGRA Grant to repurpose it generally for the further implementation of the "Invest Erie Initiative" which is summarized below and attached hereto, and particular in accordance with the proposed contracts of three (3) consultants, the scope of which shall secure New Market Tax Credit Allocation funding for the first project of the of the Invest Erie Initiative.

Invest Erie Initiative:

UECDc envisions that this initiative will create a new day for Erie where local residents can secure sustainable living wage jobs from local manufacturing and technology growth companies that were incentivized to locate in Erie with the support of New Market Tax Credit (NMTC) allocations.

"Invest Erie" is our vision statement for this New Market Tax Credit Initiative. It is grounded by NMTC "Collective Impact Financial Partners" like Greenline Ventures and CDVCA, steered by a local "Community Quarterback", that is, a Social Impact Non-Profit, UECDc; and supported by a National best practices partner that sets standards for Racial Equity in Social Impact Lending, that is, Opportunity Finance Network. A copy of the "Invest Erie Initiative" and the work accomplished to date by UECDc and the consultants aforementioned, is attached here as an Appendix to the Urban Erie Hope Zone Investor Presentation PowerPoint.

First project under active consideration:

Sulfcrete, Inc. is working directly with UECDC to secure 12-15MM in NMTC allocations. Sulfcrete is the first project in the pipeline under consideration by the Collective Impact Financial Partners and it presents a cutting edge model Community Benefit Plan for Erie. Attached are the scale-up calculations, engineering specifications and final report for December 2015, which compliment the Sulfcrete overview provided in the PowerPoint.

The Sulfcrete Business Pan for Erie with jobs analysis and economic impact study shall be presented to the community, in the context of this Initiative, during UECDC's Spring Symposium on Racial Equity in Social Impact Lending. The Symposium is scheduled to be held at the Jefferson Foundation and feature Opportunity Finance Network CEO, Mark Pinsky, as its Keynote Speaker. We have commitments from all parties and are in the process of finalizing a date in the new year between Mid January and Mid February for the event. UECDC proposes to engage Management Consultants Gar Giles, Tyrone Clark and Leon Wilson for 6 months beginning January 1st to kick-start the Invest Erie Initiative, which they have heretofore helped UECDC to structure over the last 6 months. Copies of their proposed consulting agreements supporting this initiative and totaling \$30,000.00 are attached for your consideration. UECDC proposes that the balance of \$20,000 be utilized to reimburse approved expenses of UECDC, the proposed consultants and interested lending and project partners for the preparation and execution of PR events supporting the initiative such as the Spring Symposium on Racial Equity in Social Impact Lending featuring OFN CEO, Mark Pinsky.

Pipeline:

UECDC has identified robust Pipeline of projects that meet NMTC allocation criteria such as Aquaponics which has formally engaged the support of Gannon University and is included in the attached Urban Erie Hope Zone Investor Presentation PowerPoint.

If possible, please present this proposed Amendment at the January 6, 2016 Board meeting for consideration and approval.

Sincerely,

Gary N Horton

Gary Horton, Executive Director
UECDC/QLLC
2046 East 19th Street
Erie, PA 16510
814-899-3904
ghorton@uecdc.org
www.uecdc.org



Welcome

URBANERIE
Hope
ZONE

 **URBANERIE HOPE ZONE**



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Urban Erie Community and
Economic Development
2046 E 19th St, Erie, PA 16510
(814) 899-3904

HOPE is on The Way!

“INVEST ERIE”
A Collaborative
Economic
Development
Initiative By:

Community Quarterback:
Urban Erie Community
Development Corporation
Collective Impact Partners:
PENN STATE, ECGRA,
CDVCA, ECF, EMG, OFN
Bridgeway & Develop Erie



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2046 E 19th St, Erie, PA 16510
(814) 899-3904

About the “Community Quarterback”

UECDC’s 30 Year Tradition of Consistent Community Engagement

- Youth Programs: Tolerance Education
- Leadership Development
- Placement assistance
- Online Training and Examinations

About the “Community Quarterback”

UECDC Promotes Racial Equity
Models for Social Impact Investing

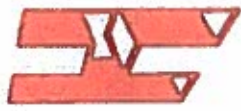
Promoting Economic Growth and
Revitalization through Small Business
Development and Employment
Opportunities



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2046 E 19th St, Erie, PA 16510
(814) 899-3904

Community Benefit Plans Ensure Investments meet Expectation's

Private Businesses, Local Non-Profit Organizations and Residents improve neighborhoods through NMTC CBP's:

- **Commerce**
- **Education**
- **Innovation**



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Reshaping the Benefits

Narrowing the FOCUS

- Identifying Business, Industry and Real Estate Opportunities in Underserved (NMTC) Areas
- Reduce or Eliminate Pockets of Poverty Through New Market Tax Credit (NMTC) Investments
- Create Sustainable Growth through Community Benefit Plans CBPs



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Innovation Example: **SULFCRETE, INC.**

- Waterless Cement Production.
- Designation: JAS Opportunity Park
- Licensed DOE Technology
- Job Creation, Community Royalty Share
- Meets New Market Tax Credit Criteria
- Community Benefit Plan (CBP)

Structured so that after the 7-year NMTC loan period, the principal and residual ownership could flow to the project's affiliated not-for-profit, to create a long-term pool of capital for similar projects in Erie.



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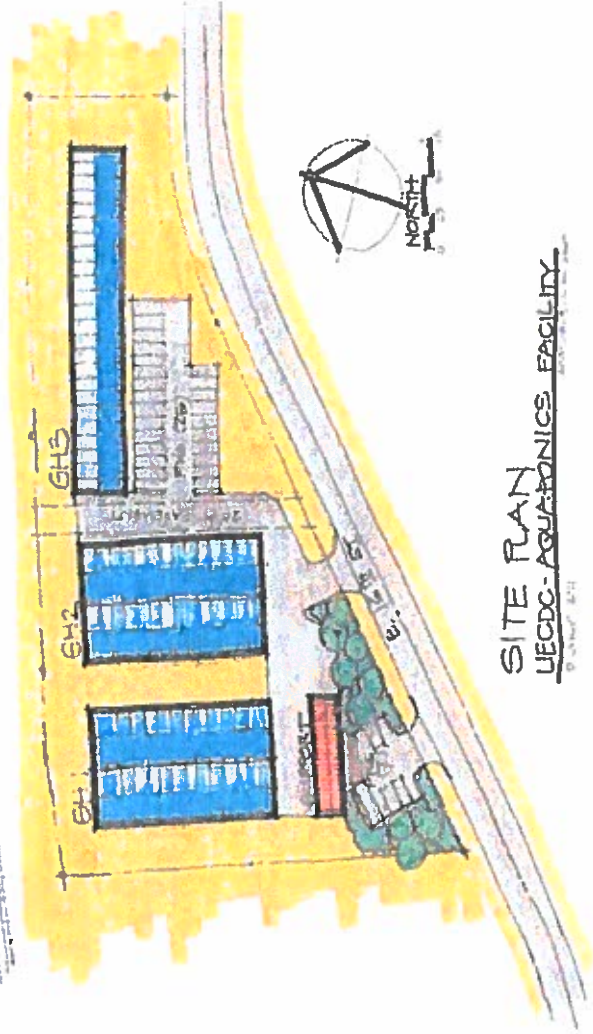
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Innovation at Work

Conversion of Joyce A. Savocchio Park to
Joyce A. Savocchio Opportunity Park

- Aquaponics
- Small Business Incubator
- Sustainable Jobs...





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Thank You!

Invest Erie

Utilizing the "Urban Erie Hope Zone" to ignite
Collective Impact for Community Development
November 2015 Progress Report

Dear Perry,

This report encapsulates UECD's refined perspective on community development as a result of the recent capacity building Initiative supported by ECGRA. Informed by consultants Gar Giles and Leon Wilson, UECD engaged the Opportunity Finance Network and the Non-Profit Finance Fund to better understand its role as a community organizer for economic and social change. We are now positioned to host the leadership of OFN in Erie to support a refined "Collective Impact" strategy. The below summary and recommended next steps follow:

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Sincerely,
Gary Horton, Executive Director, UECDL

PENNSSTATE



Erie The Behrend
College

Office of the Chancellor
Penn State Erie, The Behrend College
4701 College Drive
Erie, PA 16563-0101

814-898-6160
Fax: 814-898-6461
pennstatebehrend.psu.edu

August 21, 2015

Jason Turner
Sulfcrete

Jason,

Thank you so much for hosting the teleconference this week. I believe that Erie, its history in concrete, and the strength of Penn State Erie, the Behrend College may be a natural fit for the further development of the Sulfcrete technology. We look forward to exploring more in-depth the possibilities.

Best regards,
Amy Bridger

Amy Bridger
Director, Research and Business Development
Office of the Chancellor
Ph: (814) 898-6756
E: aeb20@psu.edu

From: Chris Reim <CReim@cdvca.org>
Date: Mon, Nov 23, 2015 at 6:29 AM
Subject: Discussion with a contact at Erie EDA about a large scale project
To: Gar Giles <gar.giles@gmail.com>

Gar:

Among the various things that CDVCA does, we are an allocate for the CDFI Fund's New Markets Tax Credit program. We are applying now for an allocation in 2016 (we hope we get it). In completing our application, I want to include an Erie project, in particular, one that can use \$15-\$20 million for a large-scale facilities project that can lead to large job gains. There is no guarantee that we will win an allocation; but I would like to see if there are any pressing projects in Erie for 2016 that might be a candidate for this. Please let me know if you have any thoughts, and with whom should I speak at Erie's EDA to see what they might suggest. This is large-scale financing, and it is intended only for projects in low-income areas that are central to new job creation.

Best,

Christopher Reim

Managing Director – CDVCA

Managing General Partner – Innovate NY Fund, LP

creim@cdvca.org

212.594.6747 x15

LinkedIn: <https://www.linkedin.com/pub/christopher-reim/4/457/438>

From: Gar Giles <gar.giles@gmail.com>
Date: November 23, 2015 at 11:13:58 AM PST
To: Christopher Reim <Creim@cdvca.org>
Subject: Discussion with a contact at Erie EDA, large scale project

Chris,

On behalf of the Erie community, thank you for this consideration!!!

I think Sulcrete satisfies all project criteria. It involves the construction and management of a large scale/revolutionary cement manufacturing plant. It has been vetted by and has the support of Penn State Erie Knowledge Park as a corporate partner. See attached Letter of Support from the Office of the Chancellor, Penn State Behrend. Sulcrete is prepared to relocate to urban Erie's Eastside at "Opportunity Park" and to provide sustainable jobs to local residents at scale and with enormous projected economic impact. Long Island start-up company Sulcrete, Inc. has been exploring commercialization of sulfur polymer, a unique and affordable construction material developed at Brookhaven Lab that has a very small carbon footprint compared to the existing concrete products it might one day replace. Sulcrete, Inc. has licensed the technology, and its product, which uses sulfur polymer to replace cement, will be more than 90 percent "greener" than existing concrete. Unlike conventional cement, which requires the addition of water and a chemical hydration reaction to set and cure over time, sulfur polymer is melted, mixed with aggregate, and cures to 90 percent full strength within hours after cooling to ambient temperatures.

I have attached preliminary reference materials. If interested upon review, we can followup with the individual at Erie EDA that should be contacted and make introductions to Sulcrete leadership with whom I have closely worked. With your permission, I will also share this opportunity with our collective impact partners to see if any other vetted projects can be timely identified.

Best,

Gar Giles, Managing Member
Measured Impact, LLC
4143 Via Marina #418
Marina del Rey, CA 90292

From: Chris Reim <CReim@cdvca.org>
Date: November 25, 2015 at 10:33:18 AM PST
To: Gar Giles <gar.giles@gmail.com>, "ghorton@uecdc.org" <ghorton@uecdc.org>
Subject: Thank You for Summary Info on Sulcrete

Gar:

Thank you for thinking of me, and sending the summary information on Sulcrete, for potential development in Erie. We have good connections with the NYSERDA people here in New York, so I will get some background from their end.

We are certainly interested in this project. Your timing was especially helpful, as we like this project for potential funding under the CDFI Fund's New Markets Tax Credit program. We are applying for an allocation in 2016, and would like to show this as one of the primary projects in which we could participate (we have a financing partner for a portion of our allocations, and they agree that this would be a good project). In particular, I would like to see this structured so that after the 7-year NMTC loan period, the principal and residual ownership could flow to the project's affiliated not-for-profit, to create a long-term pool of capital for similar projects in Erie.

I cannot make any representation that we will receive an allocation, or may move ahead with this as a fundable project – but it is very much what we look for in creating long-term employment opportunity. And for me, it is especially relevant that it is in Erie. I know we have several topics in discussion together, but thank you for suggesting this!

Best,
Christopher Reim
Managing Director – CDVCA
Managing General Partner – Innovate NY Fund, LP
creim@cdvca.org
[212.594.6747 x15](tel:212.594.6747)
LinkedIn: <https://www.linkedin.com/pub/christopher-reim/4/457/438>

----- Forwarded message -----

From: **Chris Reim** <CReim@cdvca.org>

Date: Mon, Nov 30, 2015 at 10:51 AM

Subject: RE: Info on Savocchio Park

To: Gar Giles <gar.giles@gmail.com>

Cc: Gary Horton <ghorton@uecdc.org>

Gary and Gar: I hope you both had a very filling Thanksgiving (I miss coming back to Erie for the holiday). I checked the address you provided, and YES it is an NMTC-qualifying area (note that effectively all of the City of Erie qualifies). This is needed to pursue a possible NMTC funding source. I will follow up with you on this prospect, but do know that the next NMTC allocation will not be made until next summer. We might find other current allocates if possible. No promises, but let's see what might be available. I will circle back on this with you, but give me a little time to see who still has an available allocation and can look at Erie. (note that this project could participate in more than one NMTC investment IF the investors were so willing.)

What is especially important to me in this project will be the ability to leave the loan (at the end of the 7-year period, not unlike a write-off of the loan) with the non-profit entity associated with this project. The intention would be to use it as a starting pool of capital for other job-creating projects in Erie. Many NMTC investors would not want to do that (as repayment would improve their overall return), but this form has been used many times before, so I would advocate for finding one that will do it.

Best,
Chris

From:ChrisReim<CReim@cdvca.org>
Date:December 23, 2015 at 11:50:54 AM EST
To:Gar Giles <gar.giles@gmail.com>, Gary Horton <ghorton@uecdc.org>, "rkahn@greenlineventures.com" <rkahn@greenlineventures.com>
Cc:Kerwin Tesdell <KTesdell@cdvca.org>
Subject:Introduction for Urban Erie CD to Randy Khan at Greenline Ventures

Gar and Gary:

Happy Holidays!! Just a note to follow up on the SulfCrete project that you forwarded to me. Certainly we hope to have an NMTC allocation next year and would love to pursue this at that time; but that will be too many months away for your needs, so I want to find one or more good NMTC allocates that could consider this project. We have incredible respect for the innovative work that Randy Khan and his team at Greenline Ventures does, with NMTC and with market financing to address the needs of low income communities. I spoke with him about this, and forwarded to him the summary information you provided me. He is reading it now, and would like to schedule a call with you after the New Year. Do know that, regardless of whether this is a fit for Greenlines NMTC allocation, their firm has many ways in which it can work with job creating firms in Erie that need growth capital. In fact, he has been to Erie before to discuss NMTC opportunities, so this would be a good return to an area that he (as well as Kerwin and I) personally wish to see benefit from incentive capital like NMTC.

RANDY: I have had a chance to get to know Gar and Gary better over this past year, and I am confident that they can be very helpful in advancing this project, and they are well-connected to open channels for needed growth capital into Erie. Our hopes that you have a productive conversation together!

Best,

ChristopherReim

Managing Director CDVCA

Managing General Partner Innovate NY Fund, LP

creim@cdvca.org

212.594.6747 x15

LinkedIn:<https://www.linkedin.com/pub/christopher-reim/4/457/438>

From: Gar Giles <gar.giles@gmail.com>
Date: Tue, Jan 5, 2016 at 10:58 AM
Subject: Re: Introduction for Urban Erie CD to Randy Khan at Greenline Ventures
To: Randy Kahn <Randy.Kahn@greenlineventures.com>
Cc: Gary Horton <ghorton@uecdc.org>, Kerwin Tesdell <KTesdell@cdvca.org>, Chris Reim <CReim@cdvca.org>

Randy,

It is a pleasure to make your acquaintance, and UECDCC especially thanks Chris and CDVCA for this introduction.

Gary and I are following up with Sulcrete now to confirm a conference call for either Friday 1/8 or Tuesday 1/12.

Best,

Gar

Gar Giles, Managing Member, Measured Impact, LLC
UECDCC Management Consultant
4143 Via Marina #418
Marina del Rey, CA 90292
215-432-6097

On Tue, Jan 5, 2016 at 8:49 AM, Randy Kahn <Randy.Kahn@greenlineventures.com> wrote:

Thank you Chris and CDVCA for the introduction.

Gar and Gary, is there a time in the next week or two that we can get on the phone to discuss Sulcrete? For convenience I suggest Thursday 1/7 at 11am, Friday 1/8 at 11am or Tuesday 1/12 at 11am, however I am generally available. If none of those times/dates are convenient for you, please suggest a few alternates and I'm sure we can make one of them work.

I look forward to our conversation and to learning more.

Randy Kahn

Greenline Community Ventures, LLC

<http://www.greenlineventures.com>

703.568.7941(c)

Management Consultant Agreement Term Sheet

Services

- 1 To facilitate UECDL becoming a formal Ally of the Opportunity Finance Network (OFN), with all the rights and privileges pertaining thereto, including training in best practices for collective social impact, technical support, and access to its member network of over 250 Certified CDFI's that could evaluate funding projects of the "Invest Erie" initiative, attached as Exhibit A.
- 2 To facilitate UECDL taking a leading role in Racial Equity Lending Practices in Northwestern Pennsylvania as the "Community Quarterback" of the Invest Erie initiative. Please see a summary of UECDL's Collective Social Impact Strategy for Invest Erie attached hereto as Exhibit A for a detailed scope of the Community Quarterback role.
- 3 To help UECDL produce an Urban Erie Racial Equity Symposium in early first quarter of 2016 that includes the attendance of local funding entities, foundations, community residents and job seekers, the executive leadership of OFN, and the executive leadership of growth companies interested to build headquarters at "Opportunity Park." Please see UECDL's Opportunity Park PowerPoint attached hereto as Exhibit B, for a detailed description of this component of the Invest Erie initiative.
- 4 To assist UECDL in securing Sulcrete as an Anchor Tenant of Opportunity Park before June 30, 2016; including, galvanizing funding partners and performing project due diligence. Please see correspondence from the Office of the Chancellor Penn State Behrend Knowledge Park and from the Director of the National Venture Fund Association CDVCA, together attached hereto as Exhibit C, for the context status of the Sulcrete project.
- 5 To facilitate UECDL's negotiation of sustainable long-term Community Benefit Agreements with prospective Tenant(s) of Opportunity Park.

Compensation

As full compensation for the Services rendered under this agreement, UECDL shall pay Consultant the sum of \$2,500.00 per month for six (6) months beginning January 1, 2016 upon presentation of a satisfactory invoice evidencing at least 40 hours of performed services for that period.

Expenses:

Consultant shall be responsible for all expenses incurred in the performance of his duties under this agreement except for particular expenses that UECDL expressly approves in writing before such expenses are incurred. (e.g. conference attendance).

CONSULTING SERVICES AGREEMENT

This consulting services agreement is between Urban Erie Community Development Corporation, (the "Company") and Gar Giles, doing business as the Managing Member of Measured Impact, LLC. (the "Consultant").

Whereas, the Parties have been working together over the last 30 days to accomplish the objectives of the Invest Erie Initiative, as summarized in Exhibit "A" attached hereto, and now wishing to enter into a formal agreement to accomplish specific assignments within a six month term,

The parties agree as follows:

1. ENGAGEMENT SERVICES.

- (a) **Engagement.** The Company retains the Consultant to provide, and the Consultant shall provide, the services described in the Term Sheet above governing (the "Services, Compensation and Expenses").
- (b) **Performance of Services.** Without limiting the scope of Services described in Term Sheet, the Consultant shall:
 - (i) devote at least 40 hours per month of productive time, energy, and ability to the performance of his duties under this agreement to provide the required Services in a timely and productive manner;
 - (ii) communicate with the Company about progress the Consultant has made in performing the Services;
 - (iii) supply all tools, equipment, and supplies required to perform the Services, except if the Consultant's work must be performed on or with the Company's equipment;
- (c) **Legal Compliance.** The Consultant shall perform the Services in accordance with standards prevailing in the Company's industry, and in accordance with applicable laws, rules, or regulations. The Consultant shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.
- (d) **Company's Obligations.** The Company shall make timely payments of amounts earned by the Consultant under this agreement and notify the Consultant of any

changes to its procedures affecting the Consultant's obligations under this agreement at least 30 days before implementing those changes.

2. **Term.** This agreement will become effective January 1, 2016 and Terminate on June 30, 2016.

- (a) **Taxes.** The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Company has no obligation to pay or withhold any sums for those taxes.
- (b) **Other Benefits.** The Consultant has no claim against the Company under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

3. NATURE OF RELATIONSHIP

(a) Independent Contractor Status.

- (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
- (ii) The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant or the Consultant's staff shall perform the Services, and the Company is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide insurance coverage for himself and the Consultant's staff.

- (b) **Company Inventions.** The Consultant has no right or interest in any work or product resulting from the Services the Consultant performs for the Company, or any of the documents, reports, or other materials the Consultant creates in connection with those Services (collectively, the "Company Inventions"), and has no right to or interest in any copyright to the Company Inventions. The Company Inventions have been specially commissioned or ordered by the Company as "works made-for-hire," as that term is defined in the United States Copyright Act, and the Company is therefore the author and the owner of all copyrights in the Company Inventions.

4. CONFIDENTIAL INFORMATION.

- (a) **Confidentiality.** During the Term, the Consultant may have access to or receive certain information of or about the Company that the Company designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by the Consultant ("**Confidential Information**"). Confidential Information includes information relating to the Company or its current or proposed business, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, provided orally, in writing, by drawings, or by any other media. The Consultant will treat the Confidential Information as confidential and will not disclose it to any third party or use it for any purpose but to fulfill consultant's obligations in this agreement. In addition, the Consultant shall use due care and diligence to prevent the unauthorized use or disclosure of such information.
- (b) **Obligation to Maintain Confidentiality.**
- (i) **Confidentiality.** At all times during Consultants work with the Company, the Consultant shall hold in strictest confidence, and not use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the executives of the Company, any of the Company's Confidential Information.

5. REPORTING.

The Consultant shall report to Gary Horton or such other officer or employee as may be designated by the Company.

6. OTHER ACTIVITIES.

During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the Company under this agreement.

7. RETURN OF PROPERTY.

Within 15 days of the expiration or earlier termination of this agreement, the Consultant shall return to the Company, retaining no copies or notes, all Company products, samples, models, property, and documents relating to the Company's business including reports, abstracts, lists, correspondence, information, computer files,

computer disks, and other materials and copies of those materials obtained by the Contractor during and in connection with consultant's work with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the Company's business, whether prepared by the Consultant or by others, remain the Company's exclusive property.

8. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the commonwealth of Pennsylvania govern this agreement.
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Erie, Pennsylvania.

9. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

10. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

11. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

12. NOTICES.

(a) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Company:
Gary Horton, Executive Director
Urban Erie Community Development Corporation
2046 E 19th Street
Erie, PA 16510
814-490-9669
ghorton@uecdc.org

If to the Consultant:
Gar Giles, Managing Member
Measured Impact, LLC
4143 Via Marina, #418

Marina Del Rey, CA 90292
215-432-6097
gar.giles@gmail.com

13. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

14. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except

as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

15. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

16. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

17. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

By: _____
Gar Giles, Managing Member
Measured Impact, LLC
Dated:

By: _____
Gary Horton, Executive Director
Urban Erie Community Development Corporation
Dated:

Management Consultant Agreement Term Sheet

Services

- 1 To specifically engage the Non-Profit Finance Fund (NFF) to help support the objectives of the Invest Erie Initiative as defined in Exhibit "A" attached hereto.
- 2 To generally engage Consultants professional network of Banks, Loan Funds, Venture Funds, Credit Unions, CDFIs, Business Advisors, Thought Leaders and all other individuals and entities that can help support the objectives of the Invest Erie Initiative as defined in Exhibit "A" attached hereto.

Compensation

As full compensation for the Services rendered under this agreement, UE CDC shall pay Consultant the sum of \$2,000,00.00 per month for six (6) months beginning January 1, 2016 upon presentation of a satisfactory invoice evidencing at least 40 hours of performed services for that period.

Expenses:

Consultant shall be responsible for all expenses incurred in the performance of his duties under this agreement except for particular expenses that UE CDC expressly approves in writing before such expenses are incurred. (e.g. conference attendance).

CONSULTING SERVICES AGREEMENT

This consulting services agreement is between Urban Erie Community Development Corporation, (the "Company") and Leon Wilson, (the "Consultant").

Whereas, the Parties have been working together over the last 30 days to accomplish the objectives of the Invest Erie Initiative, as summarized in Exhibit "A" attached hereto, and now wishing to enter into a formal agreement to accomplish specific assignments within a six month term,

The parties agree as follows:

1. ENGAGEMENT SERVICES.

- (a) **Engagement.** The Company retains the Consultant to provide, and the Consultant shall provide, the services described in the Term Sheet above governing (the "Services, Compensation and Expenses").
- (b) **Performance of Services.** Without limiting the scope of Services described in Term Sheet, the Consultant shall:
 - (i) devote at least 40 hours per month of productive time, energy, and ability to the performance of his duties under this agreement to provide the required Services in a timely and productive manner;
 - (ii) communicate with the Company about progress the Consultant has made in performing the Services;
 - (iii) supply all tools, equipment, and supplies required to perform the Services, except if the Consultant's work must be performed on or with the Company's equipment;
- (c) **Legal Compliance.** The Consultant shall perform the Services in accordance with standards prevailing in the Company's industry, and in accordance with applicable laws, rules, or regulations. The Consultant shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.
- (d) **Company's Obligations.** The Company shall make timely payments of amounts earned by the Consultant under this agreement and notify the Consultant of any

changes to its procedures affecting the Consultant's obligations under this agreement at least 30 days before implementing those changes.

2. **Term.** This agreement will become effective January 1, 2016 and Terminate on June 30, 2016.

- (a) **Taxes.** The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Company has no obligation to pay or withhold any sums for those taxes.
- (b) **Other Benefits.** The Consultant has no claim against the Company under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

3. NATURE OF RELATIONSHIP

(a) **Independent Contractor Status.**

- (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
 - (ii) The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant or the Consultant's staff shall perform the Services, and the Company is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide insurance coverage for himself and the Consultant's staff.
- (b) **Company Inventions.** The Consultant has no right or interest in any work or product resulting from the Services the Consultant performs for the Company, or any of the documents, reports, or other materials the Consultant creates in connection with those Services (collectively, the "Company Inventions"), and has no right to or interest in any copyright to the Company Inventions. The Company Inventions have been specially commissioned or ordered by the Company as "works made-for-hire," as that term is defined in the United States Copyright Act, and the Company is therefore the author and the owner of all copyrights in the Company Inventions.

computer disks, and other materials and copies of those materials obtained by the Contractor during and in connection with consultant's work with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the Company's business, whether prepared by the Consultant or by others, remain the Company's exclusive property.

8. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the commonwealth of Pennsylvania govern this agreement.
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Erie, Pennsylvania.

9. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

10. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

11. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

12. NOTICES.

(a) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Company:

Gary Horton, Executive Director
Urban Erie Community Development Corporation
2046 E 19th Street
Erie, PA 16510
814-490-9669
ghorton@uecdc.org

If to the Consultant:

Leon Wilson
Address:
Phone:
Email:

13. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

14. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or

agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

15. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

16. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

17. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

By: _____
Leon Wilson, Consultant
Dated:

By: _____
Gary Horton, Executive Director
Urban Erie Community Development Corporation
Dated:

Term Sheet

The "Consultant" agrees to render professional **Marketing Communication and Public Outreach** services to the Client, pursuant to the Initial Phase development of the Urban Erie Hope Zone initiatives.

In general, the Initial Phase is for 6 months with the project delivery, methodology and schedule of services to be determined in a Statement of Work. The "Client" agrees to pay the "Consultant" for the professional Marketing Communication and Public Outreach services the total amount of \$5,100.00 in the following three installment parts: Part I, \$1,600.00, Part II, \$2,000.00, Part III \$1,500.00.

Services provided by the "Consultant" to the "Client" are identified as follows:

Implement Public Outreach and Communications Strategies for Shareholders, Stakeholders, Users, and Public Impacts.

- Manage and/or assist in the development of the corporate message
- Develop corporate identity systems including digital, print, and electronic presentations and collateral material.
- Assist in the coordination of business meetings with investors, business, civic and community leaders intended to foster public and private involvement.
- Implement and/or participate in Strategic Planning sessions with partners, shareholders and stakeholders
- Manage on behalf of the UEHZ, the scheduling and purchasing of all media interface including "buys", press releases, etc.

CONSULTING SERVICES AGREEMENT

The following is an agreement between Tyrone L. Clark of MGC-Erie, (hereinafter called the "Consultant") a Pennsylvania company having its principal place of business at 2529 East 32nd Street, Erie, Pennsylvania 16510, and URBAN ERIE COMMUNITY DEVELOPMENT CORPORATION, (UECDC) of 2046 E. 19th Street, Erie PA 16510 (hereinafter called the "Client").

The parties agree as follows:

1. ENGAGEMENT SERVICES.

- (a) **Engagement.** The Company retains the Consultant to provide, and the Consultant shall provide, the services described in the Term Sheet above governing (the "Services, Compensation and Expenses").
 - (b) **Performance of Services.** Without limiting the scope of Services described in Term Sheet, the Consultant shall:
 - (i) Present an invoice for work satisfactory and consistent work performance
 - (ii) communicate with the Company about progress the Consultant has made in performing the Services;
 - (iii) supply all tools, equipment, and supplies required to perform the Services, except if the Consultant's work must be performed on or with the Company's equipment;
 - (c) **Legal Compliance.** The Consultant shall perform the Services in accordance with standards prevailing in the Company's industry, and in accordance with applicable laws, rules, or regulations. The Consultant shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.
 - (d) **Company's Obligations.** The Company shall make timely payments of amounts earned by the Consultant under this agreement and notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this agreement at least 30 days before implementing those changes.
2. **Term.** This agreement will become effective January 1, 2016 and Terminate on June 30, 2016.
- (a) **Taxes.** The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this

agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Company has no obligation to pay or withhold any sums for those taxes.

- (b) **Other Benefits.** The Consultant has no claim against the Company under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

3. NATURE OF RELATIONSHIP

(a) Independent Contractor Status.

- (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
- (ii) The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant or the Consultant's staff shall perform the Services, and the Company is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide insurance coverage for himself and the Consultant's staff.

- (b) **Company Inventions.** The Consultant has no right or interest in any work or product resulting from the Services the Consultant performs for the Company, or any of the documents, reports, or other materials the Consultant creates in connection with those Services (collectively, the "Company Inventions"), and has no right to or interest in any copyright to the Company Inventions. The Company Inventions have been specially commissioned or ordered by the Company as "works made-for-hire," as that term is defined in the United States Copyright Act, and the Company is therefore the author and the owner of all copyrights in the Company Inventions.

4. CONFIDENTIAL INFORMATION.

- (a) **Confidentiality.** During the Term, the Consultant may have access to or receive certain information of or about the Company that the Company designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by the Consultant ("Confidential Information"). Confidential Information includes information relating to the Company or its current or proposed business, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, provided orally, in writing, by drawings, or by any other media. The Consultant will treat the Confidential Information as confidential and will not disclose it to any third party or use it for any purpose but to fulfill consultant's obligations in

this agreement. In addition, the Consultant shall use due care and diligence to prevent the unauthorized use or disclosure of such information.

(b) Obligation to Maintain Confidentiality.

- (i) Confidentiality.** At all times during Consultants work with the Company, the Consultant shall hold in strictest confidence, and not use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the executives of the Company, any of the Company's Confidential Information.

5. REPORTING.

The Consultant shall report to Gary Horton or such other officer or employee as may be designated by the Company.

6. OTHER ACTIVITIES.

During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the Company under this agreement.

7. RETURN OF PROPERTY.

Within 15 days of the expiration or earlier termination of this agreement, the Consultant shall return to the Company, retaining no copies or notes, all Company products, samples, models, property, and documents relating to the Company's business including reports, abstracts, lists, correspondence, information, computer files, computer disks, and other materials and copies of those materials obtained by the Contractor during and in connection with consultant's work with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the Company's business, whether prepared by the Consultant or by others, remain the Company's exclusive property.

8. GOVERNING LAW.

- (a) Choice of Law.** The laws of the commonwealth of Pennsylvania govern this agreement.
- (b) Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Erie, Pennsylvania.

9. AMENDMENTS.

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- (a) Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

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11. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

12. NOTICES.

(a) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Company:

Gary Horton, Executive Director
Urban Erie Community Development Corporation
2046 E 19th Street
Erie, PA 16510
814-490-9669
ghorton@uecdc.org

If to the Consultant:

Tyrone L. Clark
Address:
Phone:
Email:

13. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

14. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to

the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

15. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

16. EFFECTIVENESS.

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17. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

By: _____
Tyrone L. Clark, Consultant
Dated:

By: _____
Gary Horton, Executive Director
Urban Erie Community Development Corporation
Dated:



January 4, 2016

Mr. Perry N. Wood , III
Erie County Gaming Revenue Authority
5240 Knowledge Parkwy, Ste A
Erie, PA 16510

Dear Mr. Wood:

Gannon is committed to offering innovative academic programs and transformative experiences to its students.

Thank you for your organization's payment of \$62,500 to Gannon University's *Erie Community Foundaton Go College Fund*. Enclosed is a receipt for your records.

Your gift supports Gannon's Mission of offering a comprehensive, values-centered learning experience to our students. You are ensuring access to exceptional Catholic education and directly impacting our students in a variety of ways, for example:

- Haley Hallowell, Pre-Medical major, presented a poster on "The soil bacterium *Lysinibacillus xylanilyticus* blocks induction in the homosporous fern *Ceratopteris richardii*" at the National Conference on Undergraduate Research.
- Scott Conrad and Brett Schultz, Computer and Information Science majors, and their professor, Stephen Frezza, Ph.D. participated in a development project to design software for all the doctors and hospitals in Uppsala, Sweden to prepare for the roll-out of a patient records system.
- Cameron Kobielski, Criminal Justice major, is researching the relationship between the use of surveillance technology and the incidence of crime by using Geographic Information System (GIS) software.

As our students strive to achieve greatness, your generosity serves as a shining example. Thank you for supporting them along their journeys.

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Taylor'.

Keith Taylor, Ph.D.
President

Merry Christmas!

Enclosure



7466 McCray Rd.
Fairview, PA 16415
814-474-3535

www.fairviewschoolfoundation.org

June 4, 2016

Perry Wood
Executive Director
Erie County Gaming Revenue Authority
5340 Fryling Road, Ste. 201
Erie, PA 16510

Dear Perry:

We are absolutely thrilled to have you partner with us to support the faculty and students of the Fairview School District. Our mission at the Fairview School Foundation is to enhance educational experiences throughout our district. Your matching gift will have a lasting impact on the quality and scope of programs we will be able to fund. As per the stipulations of the School District Foundation Endowment Challenge, your gift, along with the funds raised by the Fairview School Foundation for this challenge, has resulted in a deposit of \$17,527 into our endowment fund at the Erie Community Foundation. "Thank You" doesn't seem like enough to say!

Because of your gift, we will be able to continue our work of "reaching beyond" the confines of a traditional public school budget and helping to create an atmosphere of excellence in our schools.

Please accept our heartfelt thanks for your support of the Fairview School Foundation.

Sincerely,

A handwritten signature in blue ink that reads "Melanie Vadzemnieks".

Melanie Vadzemnieks
Administrator & Development Officer

Donation Amount: \$8,350
Donation Received: December 10, 2015

Contributions to the Fairview School Foundation (EIN 25-1678801) are tax deductible as permitted by law. Unless otherwise noted, no goods or services were received in consideration, in whole or part, for this gift.



7466 McCray Rd.
Fairview, PA 16415
814-474-3535

www.fairviewschoolfoundation.org

January 4, 2016

Susannah Weis Frigon
Vice President of Investor Relations
The Erie Community Foundation
459 West 6th Street
Erie, PA 16507

Dear Susannah,

You will find enclosed a check in the amount of \$17,527. Please add this to the Fairview School Foundation's endowment fund. These funds are the result of the ECGRA School District Foundation Endowment Challenge. We were challenged to raise \$5 per student, or \$8,350 specifically for our endowment fund. We exceeded our goal by raising \$9,177 in less than a year. The people of Fairview, as you know, are wonderful! ECGRA provided the other \$8,350 last month. It is truly exciting to see our investments grow and know that we can do more to help the students and teachers at Fairview to achieve excellence in academics, athletics, and the arts.

Please let me know if you have any questions or need additional information.

I hope all is well with you and that you had a wonderful Holiday.

Best regards,

Melanie Vadzemnieks
Administrator and Development Officer
Fairview School Foundation

cc: Perry Wood, ECGRA

FAIRVIEW SCHOOL FOUNDATION
7466 MCCRAY RD
FAIRVIEW, PA 16415

1373
60-627/313

January 4, 2016
Date

Pay to the
Order of

Erie Community Foundation \$ 17,527.00
Seventeen thousand five hundred twenty-seven and 00/100

ERIEBANK
A division of CNB Bank

For

FSE Endowment Fund

Debra E. Warkley
Melanie R. Vadzemnieks

⑆03 ⑆306 278⑆ 2⑆⑆590 25⑆⑆5⑆⑆

⑆373