



MEETING OF THE BOARD OF DIRECTORS
Knowledge Park; 5240 Knowledge Parkway; Erie, PA 16510
October 17, 2019

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES – September 2019
5. DIRECTOR'S COMMENTS
6. COMMENTS BY CHAIRMAN
7. PUBLIC COMMENT
8. PRESENTATION
9. COMMITTEE REPORTS
 - a. Treasurer's Report
 - b. Strategic Planning Committee
 - c. Update from County Council
 - d. Update from County Executive's Office
10. REPORT OF THE EXECUTIVE DIRECTOR
11. SOLICITOR'S REPORT
12. OLD BUSINESS
13. NEW BUSINESS
 - a. Resolution Number 15, 2019 – Resolution to enter into agreement with the Jefferson Educational Society to fund a Pilot Project for Community Engagement in the Planning and Design of an Iconic Connection between Downtown Erie and the Waterfront

- b. Resolution Number 16, 2019 – Resolution to authorize the executive director and solicitor to enter into negotiations and execute an agreement with Erie Center for Arts and Technology (eCAT) for a \$500,000 mission-related investment loan for the purpose of rehabilitating the Wayne School building in support of workforce development, educational, and healthcare programming anchoring a distressed neighborhood

- c. Resolution Number 17, 2019 – Resolution to authorize the executive director and solicitor to enter into negotiations and execute an agreement with Downtown North East for a \$400,000 mission-related investment loan for the purpose of proactively revitalizing buildings in the main street and commercial corridors deemed necessary to stabilize and improve the Borough of North East

14. ADJOURNMENT

Next Regularly Scheduled Board Meeting of ECGRA

Date: Thursday, November 21, 2019

Time: BOARD MEETING: 8:30 a.m.

Location: Knowledge Park; 5240 Knowledge Parkway; Erie, PA 16510



Erie County Gaming Revenue Authority

Minutes of the Board of Directors' Meeting

September 19, 2019

CALL TO ORDER

The Board of Directors' Meeting of the Erie County Gaming Revenue Authority was held on August 15, 2019 in the Jordan Room; 5240 Knowledge Parkway; Erie, PA 16510. 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.

ROLL CALL

Mr. Bagnoni, Mr. Cleaver, Mr. DiPaolo, Ms. Hess, Mr. Paris, and Mr. Sample. Mr. Lee (arrives late), Mr. Leone, Mr. Wachter and Dr. Wood are also present.

APPROVAL OF THE AGENDA

Mr. Sample makes a motion to approve the agenda as presented. Mr. Cleaver seconds the motion. There is no discussion of the agenda. Motion carries 6-0.

APPROVAL OF MINUTES – August 2019

Mr. Sample makes a motion to approve the minutes as presented. Mr. Cleaver seconds the motion. There is no further discussion. Motion carries 6-0.

DIRECTOR'S COMMENTS

There are no comments at this time.

COMMENTS BY THE CHAIR

Mr. Paris has nothing to report on today.

PUBLIC COMMENT

There is no public comment.

PRESENTATIONS

a. North East Revitalization Fund – Patrick Gehrlein and Charlene Kerr

Mr. Gehrlein: Thank you for taking time out of your schedule today to allow us to come in and speak with you. What we're discussing today is a sustainable plan for the heart of North East, which is our historic district. Over time, what we've realized as with anything, is that time and age takes its toll on a community. In North East we're fortunate because we have a historic downtown, we have a thriving manufacturing industrial business, agribusiness, we're a tourist destination. But we also realize that in order to attract and retain quality businesses in our community, the life blood of that stems from our downtown corridor. What we've done over the course of the last year is really evaluate that and really take a good hard look at what is succeeding and what is not succeeding within our downtown community. What we're realizing is that many of the older buildings in our community are disinvested; we are losing the integrity of the buildings, there is a lack of maintenance with the owners that are in there, the retail businesses that are within that community do not sustain themselves due to the situations that they are presented with whether that be the foot traffic coming into the community because of vacancies or whether that's because of utility costs on the properties.

So, what we're presenting is an idea, or a concept really, for the revitalization of our downtown. Today we would like to discuss this with the Board and get your views on what we're proposing for Downtown North East.

Ms. Kerr: I would like to talk a little bit about who we are. Downtown North East was started in September 2009 and we are a 501c3, we were certified in March 2010. We have a lot of professionals on board; most of us are retired and have a little bit more time when we're not picking grapes. We designed Downtown North East after the Main Street Program and the Pennsylvania Elm Street Program. We basically were doing a lot of the things we thought the Borough should have been doing and the Chamber should have been doing because we didn't have probably the best people in place at that time. Now we have wonderful Patrick, we have Holly at the Chamber, we've got new Boards, we've got new Council. So, Downtown North East has decided that we're going to concentrate on special projects. We don't have to worry about marketing because the Chamber is doing it; we don't have to worry about organization because the Borough is doing it. Now we can concentrate on special projects.

We are in good fiscal shape; we have a small budget. Mostly what we're doing is acquiring small grants and spending the money so we don't keep a lot of money in our budget. We have administered about 25 grants already since 2009 and in that was five of ECGRA's Mission Main Street grants. With those, we have helped 27 businesses and nonprofits with 36 different grants. That resulted in about \$1.6 million of investment in the community and that's not including things like the Skunk & Goat Tavern who probably spent another million on top of that. We're really proud of what we've been able to do.

Mr. Gehrlein: Absolutely. My name is Patrick Gehrlein and I'm the Manager from North East Borough. As Char had mentioned, we're working in partnership with people like Downtown North East, our local Chamber, and many other organizations in our area to form a type of coalition – a

group that can work together for the betterment of downtown. In doing so, we're looking at a small population; North East is relatively small. We have 4,200 residents in North East Borough and an additional 6,000 in the township so we're looking at about a 10,000-resident region. It is rather small, but we do attract a lot of visitors and individuals to the area.

We've updated a lot of things, one of which is our code enforcement. For too many years people got away with . . . well, what I would always say is the worst thing you could ever receive from code enforcement is a papercut from your second notice. Those days are over. These properties are in disrepair. We have to address those. Individuals need to take a vested interest in their community and we're making sure their feet are held firmly to the fire.

We're currently administering a \$250,000 Mission Main Street grant for our secondary main street that is located on Clinton Street. We have been working well with you folks and we are very gracious for your faith in what we're doing and putting forward into our communities. We're looking at addressing a lot of our community's safety and security issues, as well as the stock that is out there in our businesses. We have also administrated a \$50,000 Renaissance Block grant which I can successfully say that we have expended the entirety of that money; we actually leveraged the \$50,000 grant that you have given us and we have seen about \$115,000 worth of private investment in our community from homeowners within the area. Again, it's not just a centralized operation that we're working on; we're looking at the core and the surrounding community to enhance our downtown.

We're looking at working with our business owners, our large manufacturers. North East is home to Welch's, it's home to Ridge-U-Rak, it's home to Better Baked Foods, Bay Valley – these are large industries in our community, and we are very blessed to have them. They're also very community-minded but lack direction so we are working with each of those business owners for a way to enhance this community. These are our largest employers so how do we work well with them?

We're looking at new joint partnerships with North East Township. Again, we've been blessed to have the support of ECGRA in the exploration of a regional police department that would enhance policing for those 10,000 residents in the North East community by combining services between North East Borough police department and enhancing those services out to North East Township, as well as a possible consolidation of our water and sewer systems. Currently, that's a major concern. North East Township works with us, we have our own wastewater treatment plant, we have our own filtration plant, but we want to work in partnership with them to put that together. Most recently, our two volunteer fire companies are talking about consolidating as well. All of this synergy is working together and what we at the Borough are trying to do is to utilize what talents and tools we have to make those partnerships work. Over time, we feel that that can be successful.

For many years, the North East Area Chamber has been the Visitor's Center – the area where people get information about what's going on in the community. What we've seen is a real change over the last six years; the Chamber is becoming more dynamic. Not only are they going ahead and working on the many festivals and things that we have going in our community such as Wine Fest, Sugar Plum Weekend, Small Business Saturday, North East Uncorked, Light Up North East, and our pet parades, but we have also done extensive marketing throughout the region, attracting and retaining individual businesses and visitors to the North East region.

With that said, we're also looking at how do we work with our businesses downtown? What are their needs? Really, truly going out door-to-door and finding out what are their needs, what are the tools that are going to make them successful, and what are maybe some detriments to them coming into the area, occupying space in our downtown, and how do we get them to stay.

We have many other partners: the North East Historical Society, North East in Bloom which does all our beautification, North East Township which has been very gracious in all of this – they

are realizing that the core of North East is the downtown community. What we're surrounded by is all of North East Township. We work well together, and we share services. Where we go one, we go all so we want to make sure we're in a good, solid relationship with our Township and we're working well together. North East Arts Council provides a lot of our new initiatives, our community programming and things like that making it a dynamic and vibrant downtown community. We are also partnering with Preservation Erie and many of the residents and business owners who are stakeholders in the community.

Ms. Kerr: We were asked to give an example of what Downtown North East has done in relationship to the request that we are going to be making shortly. We had a pretty good experience. Back in 2011, we managed to get Mercyhurst to donate 17 West Main Street to us and that had been their police academy. It also used to be a bank and several things. Downtown North East went to the bank when they donated it and we borrowed \$252,000 for the renovation of the building; it wasn't in horrible shape, but all of the systems needed to be updated. Then we needed money for kitchen equipment, so we went to the Erie County Redevelopment Authority and they loaned us \$75,000. So, we raised another \$75,000 in grants and donations and product from Welch's and Welch gear and so then we renovated the building systems and the interior.

We opened the Marketplace in 2012 and we also had a wine shop that represented four different wineries and we had a restaurant. Then we had some issues, which you always do especially with restaurants, so we changed restaurants in 2014. The new restaurant was the Cork 1794, which most of you are probably familiar with, and in 2016 they wanted to do a major expansion and they asked us if we could move somewhere else. We moved next door to 15 West Main Street, and they expanded into the space that we were in with their lounge. That location at 17 West Main became the Skunk & Goat Tavern when they moved the Cork to the West Erie Plaza. A lot of their clients were from Erie and so they felt that that particular niche that they were trying to get was a better fit on the west side of Erie. If you haven't been to North East to see the Skunk & Goat Tavern, it's pretty impressive!

We moved in next door and helped save an art and framing shop that was going to go out of business, so we partnered with them so we could share people during open hours which kept them in business. Then we sold the Marketplace to a private company in 2018; it was never really our goal as a nonprofit to be in business forever. We did manage to sell it and it has changed hands twice and now it is the North Star Winery and Market and they're having their grand opening on Saturday. We went through a lot of transitions, it was a great experience, it was a hair-raising experience, and when the Cork bought it, the five couples who signed on the dotted line for those loans were very happy that we could get out of that kind of commitment.

Mr. Gehrlein: We're talking about where we are today. When you drive in downtown Erie or Wesleyville or Lawrence Park or even into North East, a lot of times we just go to our destination with rose-colored glasses on and we think it's going to be great. What we miss are the current conditions. We've asked many of the folks in our community to take off their rose-colored glasses and take a look at what we see. We're looking at vacant downtown commercial buildings, vacant storefronts, and that can be detrimental to individuals who are coming out a restaurant and saying, "What should we do now?" when there are vacancies and shops that are closed and can't sustain themselves. We have a deteriorating historic district. The building that were built in the early 1700's and 1800's are deteriorating; they're falling down and are in need of repair, they need that reinvestment of that deferred maintenance. A lot of the business owners and property owners in this area have owned these properties for 20-30 years and are not reinvesting. They pay their taxes, so that all the telltale signs of a vibrant, healthy community are there because taxes are being paid, the majority of businesses are occupied, but there is an underlying factor. We are not

attracting and retaining new businesses to the area. The ones that are leaving are not coming back.

We're realizing that many of those telltale signs are caused by the high cost of utilities, poor systems in the buildings, and the overall condition of the property and whether it's suitable for their business or not.

We're approaching each of these business owners and property owners, we've had discussions about what they think is a realistic price for their property. They're saying \$500,000 for smaller buildings and it's unrealistic. The property values have not increased; typically, you're looking at 3% increases in your property values whether it's your residents or commercial structures. These properties are staying stagnant and that is the case because of the overall condition. We're seeing businesses leaving. We're underutilizing our second floors. The investment has been in the commercial corridor and retail so as long as those tenants remain, they're not doing anything with their second floors or they lease them out on a month-to-month basis and not improve the conditions. We've seen bedbugs, we've seen ceilings collapsing, walls deteriorating, mold in many of these buildings. From the Borough's perspective, this is where code enforcement takes over and we start addressing these issues. We're losing that integrity, we're losing that heritage. How do we maintain that? How do we stop the bleeding that has begun?

Speaking of bleeding, we took another hit by losing Mercyhurst North East campus. That was impactful to our community. Not simply because of the tax base; that doesn't matter. It was a nonprofit; it's wonderful. What we realized is that a cap-and-gown community brings a lot more to an area – that's the faculty, staff, and the students that populate our downtown. We want them to remain in our downtown so it can be vibrant. So, we're working with Mercyhurst North East on that.

We realize that this has to be a very proactive approach. We know that the value of the buildings is a set figure and we realize that if someone is going in and investing in these properties, they're going to have just enough money to buy the property and not do the improvements. The coalition that we have created to Sustain North East would look to acquire those properties, provide the money to go ahead and do the renovations that are necessary – the system's maintenance and the overall build out of those properties – and then end fitting those to tenants looking to take on that space; have it built to suit.

We're realizing that we also have to do the enforcement of the codes and initiate discussions with surrounding business owners and keep that going. The idea is that not only are we doing this to acquire the properties and make sure that they are in the right hands, we're looking at the end user and we recognize that the end user isn't going to buy a property for \$200,000, put an additional \$200,000 into it, and receive their money back. It's not realistic. That's where the nonprofit sector and the government sector have to kick in.

We're looking at new owners and tenants. We're looking at selling the renovated buildings - a new partnership, that public and private partnership, where we're involving the new owners and how do we take those new owners and make them viable. Proceeds from those sales would go back into a revolving loan fund that would be administered by Downtown North East. We want this to be an ongoing strategy for the downtown. We're initially looking at seven buildings that we've identified that are in disrepair and that need to be acquired. This will increase the assessed values of those areas, this will increase the revenues from local government and schools, and preserve that downtown corridor.

Ms. Kerr: As Patrick mentioned, this would increase the access to the second floors. I have been a city planner for 40 years and one of the things I always hear because I do a lot of downtown planning and economic development, one of the things I always hear is access. How do you

better utilize your upper floors? So, what we're proposing, and we had Bostwick Design Group come in and do a little study for us, to put an elevator which is kind of in the center of the "L" there, with an elevated walkway that would come from the elevator to all of the second floors. North East was really lucky that decades ago they moved all their electric lines to the backs of the buildings which is wonderful because every downtown wished they didn't have electric lines on their main streets. But now, those electric lines are in our way again. The one figure that we don't have is what it's going to cost to move the three poles in the back of this parking lot, but Penelec seems to think that it's a very doable project.

And might I mention, both buildings on the end have banquet facilities and conference rooms – huge facilities on their upper floors – that aren't being utilized because you have to go up 25-30 steps to get there. If we could provide access via an elevator, we could really start looking at letting these building owners get a little bit more income for their investment because they will be able to utilize their second floors. The last slide just gives you a different view of what it would look like on the upper level of that walkway.

Mr. Gehrlein: This is what we're looking at – a public/private partnership to continue to spearhead these efforts. The Borough operates under our efforts, Downtown North East operates under their efforts, the Chamber operates separately, and all of the other nonprofits and groups within the community. We're looking at combining those efforts now. With the North East Community Foundation, with other foundations in the area, with the help of our partners, we're looking at a concerted downtown effort to repair and sustain our downtown. All of the financial resources need to be leveraged in order to do this so we're looking at making those big asks. We're looking at going in and addressing these issues on a large scale.

We are a proven concept. Downtown North East has done this, the Borough is committed to doing this, the community is committed to doing this and this is how we would move forward and Sustain North East.

Thank you for your time today. We really appreciate it. If there are ever any questions, just give us a call.

Mr. Sample: Recently, PHFA just announced mixed use of buildings – have you looked into that?

Mr. Gehrlein: Absolutely. Those discussions have already taken place and we have researched it. We're looking at that as being viable. Step One is site control of these properties.

Mr. Sample: Do you run the risk of losing any of the historic district challenges with the walkway? Do you need to get that approved?

Ms. Kerr: That's a good point. I would think that since we're not necessarily touching the buildings other than a walkway, unless they have to put a door in – take out a window and put in a door – that would all have to be done. That's why we're probably going to go with Bostwick because those folks have a lot of experience with historic preservation and Preservation Erie has been working on that with us too. We'll definitely take that into consideration and make sure that not only do we meet all the ADA requirements, but that we also meet historic preservation requirements.

Mr. Sample: In Corry, we're set up with the ESDA on a low-interest loan. They approved us for "X" and we loan that out at very low interest and then we repay a minimum interest. But we have had that for about ten years and that's always our last one in the drawer; they're pretty liberal with us but the people at the IDC are the ones responsible for the administration of that.

A final question - egress. With the new building codes, because that is an issue that we have in Corry, a lot of the old fire escapes have been taken down and we've run into situations where BNIU just won't accept them.

Ms. Kerr: With the elevator project, they would have stairways at select locations as well. Bostwick's is pretty on top of all that, but it's a good point.

Mr. Sample: Sometimes you can get called because you have a previous certificate of occupancy, but they haven't been occupied over a certain number of years and you never want to put anybody into a dangerous situation.

Ms. Kerr: Another thing we want to do is when we do this that we have the building owner's agreement that they are going to invest in making their upper floors handicap accessible too. We would also like to look into veteran housing or senior housing or some other programs that might open up because of those opportunities.

Mr. Sample: Thank you.

Dr. Wood: Your partners you mentioned were the Borough, Downtown North East, and the North East Community Foundation. Is there anyone else you would like to . . .

Ms. Kerr: We're working with the Chamber; they are the ones that are making the list of people who want to buy buildings, businesses that want to come into town because they are obviously the first place that people go so, they have a good list there. We're working with the Hertzell Memorial Foundation to see if we can get some funds there, we're talking to the Erie Community Foundation about their blight fund, so we've actually put a big ask into them. Not that we need all the money at once, but if we could have the commitment. That's why we want to create the revolving loan fund so that it comes back to us. We understand that we probably won't get 100% of what we invest in the renovation costs back from the new owners, that's the big problem is that the buildings take more money than they're actually worth, but we have to do it or they're going to go blighted.

Dr. Wood: How do you balance the need of a subsidy through a grant program along with the revolving loan fund when the partners expect a return on those funds?

Ms. Kerr: I think we're going to have to do an analysis and we're going to probably have to get some assessments. Since we have some examples like 17 West Main where the Skunk & Goat Tavern is now, we have a good renovated building that we can compare to other buildings. We've had a couple of buildings that recently sold that we can get values from so that we can compare and we're just going to have to look at what can the buyer afford. At this point, we're not in here to make big bucks; we're in here to save the downtown. We might lose a little money, but I think we all understand that is something that has to happen if we're going to get these buildings back in shape.

Mr. Sample: In Corry, we have one family that owns 75% of the downtown buildings. Is there a similar situation or are you pretty diversified?

Mr. Gehrlein: We're pretty diversified but there are some large property holders in the downtown. And again, those are the individuals who have disinvested the most. It's not financially feasible for

them – they like to take the rent, but they don't want to put it back into the building. We've had those discussions. But they are getting up in age, they're getting to the point where they want to move on to other places.

Mr. Sample: They just have to be realistic.

Mr. Gehrlein: They have to be realistic in getting the assessed values. Again, when we start going in with code enforcement and working hand-in-hand with them, they're starting to see that the shine is off the apple a bit and they realize there are a lot more problems in these properties and we're going to make them do the work. They may want to back away and say, "It's a \$500,000 property that is really a \$200,000 property."

Ms. Kerr: I think the straw that broke the camel's back was our largest building in the downtown, Patrick had a brewery that wanted to come in and put in a brew pub. The owner had so many restrictions in terms of, "you pay for this, you pay for this, and here's your rent" that they went and bought a place in Titusville and made it. We were so excited about this for a full year because we kept hearing that this was going to happen over and over and that's when we realized we needed to step in and take control because these guys, these property owners, are not going to do what's best for North East. WE have to do what's best for North East.

Mr. Paris: Thank you for your presentation. Thanks for coming in. We'll move on to our next presentation.

b. eCAT – Daria Devlin

Ms. Devlin: Good morning. Thanks for your time this morning. I'm Daria Devlin and I've been here before to talk to you about the Erie School District but I'm here today to talk about something different. I'm going to talk about eCAT and I apologize if you have heard this before because maybe some of you have. I have three objectives today. The first is to tell you about this organization and what we do, the second is to talk a little bit about our Wayne School Project, and the third is to talk to you about an exciting way we're hoping to finance this project and we hope that ECGRA can help us.

The first thing, really briefly, if you haven't heard, we've gotten some really wonderful coverage in the media. The Erie Center for Arts & Technology is the replication of Manchester Bidwell. I'm hoping that some of you have heard of that before. This is a Pittsburgh-based organization founded by a man named Bill Strickland; if you haven't heard him speak, I would highly recommend it. You can Google him because he is very inspiring. He has been fighting poverty in Pittsburgh for over 50 years and we are inspired by his model which is based on this philosophy: 1) environment shapes behavior; 2) people are assets; and 3) creativity fuels enterprise.

The model in Erie will be to provide youth arts programming that is really in the digital arts. So, we're teaching high school aged kids how to use digital media, how to express themselves creatively through digital media, all of that done in an after-school setting and done at no cost to them. I see Ms. Hess is here and I just want to say, although we are located in the City of Erie, this is open to Erie County residents; we are not limiting it to Erie city students and there is no cost to any student. As long as they can get themselves to us, we're happy to have them.

The other part of our programming is adult workforce development. We will be doing a medical assistant program and a secondary program in medical coding, claims, and insurance claims for the City and County of Erie. Each of those programs can serve up to 25 adult students at no cost for the student. If you are familiar with the cost of adult training programs in Erie, those

costs are up to \$20,000 for a student to get a certification saying Medical Assistant. Ours is no cost. After a nine-month training program, we are putting out adults with a certification, we're helping them get placed with the job training to be ready for these positions. The outcomes from other similar replication sites show that 80% of these adults are placed after they complete the job training programs and critically, within two years, 50% are no longer on public assistance. So, huge outcomes that we're seeing in the successful replication in other areas. That's what we're here to do.

I also want to call your attention to the fact, I know many of you are familiar with the Tech After Hours Program that ECGRA funded, we are having conversations with the Superintendent of the Erie School District about taking that program over from the Erie City School District. It's really not their mission to serve adult students, so we're looking at a partnership that might allow us to use our model with their equipment to also add some of that tech training that they're doing up there after hours. I just wanted to put that on your radar as well.

To do all this wonderful work, we need a place. As soon as I was hired in January, my Board tasked me to go out and find that location. We need that physical space. We actually also have to be certified by the Department of Education and they require that they certify our space. We very quickly came upon Wayne School. It's located at 650 East Avenue; it's one of the buildings that the Erie City School District closed in 2017 – it's been closed for two years. We fell in love with it even though you need a lot of imagination. I was really interested listening to the North East presentation, we know all about disinvestment and what can happen to buildings when there is no money to take care of them. Wayne is over 100 years old; it was closed for two years; it needs a lot of love.

Wayne is an 80,000 square foot building. We were very, very lucky that the School District worked with us to sell it to us for \$250,000, which we understand was definitely a good price, but given the amount of work that it needs, we all felt that it was fair compensation for them.

The most interesting thing about Wayne, in addition to its amazing location in one of Erie's most distressed neighborhoods, it's on a bus line, it's at that critical intersection of 6th and East Avenue where you have a lot of traffic, but one of the most interesting things is that it already has an anchor tenant. Primary Health Network (PHN) is the largest federally qualified health center; that means they get a higher level of reimbursement for Medicaid patients. They have been in that building operating Wayne Primary Care since 2015. In that tiny space, it's 4,000 square feet in the ground floor of the building, they serve 2,500 needy Medicaid patients in Erie. They think they could double that and serve 5,000 patients if they had more space. But when the School District closed the building, they became landlocked and they sat in this empty building trying to serve their patients. They have approached us and said, "We want a whole floor of this building. If you'll renovate it for us, 17,000 square feet, we will double the amount of patients we can see and we will be an anchor tenant for you."

With the plans for their build-out, the total cost to renovate that building is \$9 million. I'll be very honest with you when we originally talked to some folks they said, "You're crazy. Go build a new building. Don't spend \$9 million on that building." The problem though is that building will still sit. If we didn't purchase it and we don't renovate it, it will fall into blight. If any of you have driven by Roosevelt on the west side of the city, you know what can happen very quickly to those buildings. Part of the price tag for Wayne is about \$1 million of asbestos remediation that we'll have to do. You'll have to do that whether you knock the building down; anyone would have to do that to that building. It's a high price tag, but we think it's worth it for the benefits it will provide.

I want to point out that a big disappointment to us was learning that Wayne is not in an Opportunity Zone. We've all heard a lot about them; it's a good way to bring investment into the neighborhoods. The boundary for the Opportunity Zones is north of East 6th Street; Wayne is on the south of East 6th so, we literally miss the boundary just because we're across the street. We

still feel committed to the project and we're in that 16503 zip code which is definitely one of the neediest in Erie.

This is our plan for Wayne; this is the back of the school if you're coming off the parking lot. This is our plan. We're using an architect out of Pittsburgh, Avon Graf, they have done these initial drawings for us. You'll see that we're not doing much to the façade of the building. The main thing is we're adding a really nice entrance way here that will really pop from the parking lot and it will also be the entrance for PHN for their patients. We're also putting in a second elevator for that building. We know that accessibility is important. There is an elevator in the building already, but our plans will add a second for their patients.

This is just an overview of the renovations. Wayne is four floors, we call them ground, 1st, 2nd, and 3rd. You can call them 1,2,3,4. Starting from the top down, the third floor is 17,000 square feet. That's where those expanded medical offices would go. We have a lease with PHN for \$400,000/year for that space. That will provide a huge income stream for us to be able to move forward. The second floor is open at this point; 17,000 square feet for mission-related tenants. That could be an educational facility, it could be an artist looking for studio space, it could be an interesting maker space for some local artisans, and it could be governmental offices. We're not sure but there is 17,000 square feet there that we think could really be put to good use.

We will be on the first floor. 16,000 square feet for our youth arts and adult training programs that I mentioned. And then the ground floor, PHN is putting an 800 square foot pharmacy and then we're going to leave the gym as is. There is so much need for inner-city kids to have gym space. When I worked at the School District, we got asked all the time, so we want to leave that gym and allow the youth in the neighborhood to use it. Then we plan on turning the old cafeteria into a gallery and a meeting space for the community.

The last part of this presentation is to explain to you how we plan to finance this project. I mentioned to you that it is not in an Opportunity Zone, but we were very quickly put onto a New Market Tax Credit opportunity. I think some of you have heard of this before; I know ECGRA has done a really great job of educating the Erie community about this opportunity. It's a federal tax credit program that is issued by the U.S. Treasury Department. We are working with right now an organization called Commonwealth Cornerstone Group (CCG); they are a subsidiary of PHFA. I heard someone mention that earlier. CCG was created to bring these federal tax credit programs to Pennsylvania because not a lot of them have been done in Pennsylvania before.

This is fairly unconfirmed but I'm pretty sure that we, in Erie, have never seen a New Market Tax Credit deal. The reason we have not seen one is they are incredibly complex, so I am going to do my best today to try and give you that overview, but we are hoping to be the first in Erie.

Having reached out to CCG, who is by the way located in Harrisburg, about our project, they told us they were extremely interested in our project because they really want to bring these federal dollars to Erie because they have not done so before. They have approved our project for an \$8 million tax credit allocation. That translates into roughly \$2.5 million in capital.

PNC will be the buyer of the tax credit from CCG. PNC has its own tax credit allocation and they are willing to throw in another \$1 million into our allocation so we could end up with about \$3 million in capital for our project just from these tax credits. The way that works is it is written as a Note. For seven years, we will pay very low interest on that Note to PNC, after that seven years once PNC has realized the full level of their tax credit, they will forgive our Note and we will walk away with that \$3 million in our project with nothing more to pay.

The downside is that in order to get that \$3 million in capital, we have to bring the rest in a leverage loan, the rest of our capital stack, to the deal. So, we can't be raising this over a certain period of time. We have to come to the closing for the New Market deal with the other \$6 million in hand. That is proving to be very difficult.

CCG, in addition to the tax credit allocation, they have also offered us some debt. They've said, "We're so interested in your project that we'll also lend you \$1 million toward your \$6 million. So, now we have a \$5 million gap. Hamot Health Foundation was kind enough to give us a \$1 million donation that we announced a couple of weeks ago at our open house. They have done that because our Medical Assistant programs are going to be providing them with really high-quality employees and also because they are committed to that neighborhood. Hamot has already invested quite a bit at East Middle School right across the street and at Wayne Park so they really want to see this succeed. They also see a good partner in PHN and they want to see PHN succeed.

Right now we are asking Northwest and Erie Bank to go in together on a consortium loan to provide us with \$3 million in financing and this is really the key for us now. The issue for Northwest and Erie Bank – they love the project, they want to loan us the \$3 million – but we are an unproven entity and we really don't have much in the way of security to give them other than a lease with PHN and a promise to do really good work. So, we are looking for a guarantor to guarantee the loan to Northwest and Erie Bank. If we can secure that, I'm fairly confident that we can close the rest of our gap. We have some grants, which by the way we will be applying for an Anchor Building grant from all of you and I'm hoping that will be successful. We have a few other donors who are willing to throw in some private dollars. That \$3 million right now from the banks or from another financing partner is really key for us.

As I noted, after seven years the New Market Note will be forgiven and whatever debt we have left, if it's the \$3 million or a little bit more, we will refinance into a traditional mortgage using the equity in the building at that time. I already mentioned the \$400,000 lease income with PHN and that it is a 10-year lease that they committed to, that provides us with significant income, and we hope those other tenants will come in on the second floor. Just the revenue from the building provides us with an entrepreneurial way to support our own programming which is what we really want to be able to do in the long run.

Here is how ECGRA can help and here is why I asked Perry if I could present to you today. There are three ways and I want to kind of give you a menu and ask that you consider how this might work with your organization. The first is to participate in that debt financing. I'm not really aware if ECGRA has participated in direct debt financing but we need \$3-4 million in a loan either from banks or from another partner. So, that's one way to possibly participate.

We're also asking, as I had mentioned, if there is a mission-related investment or a grant. I wanted to make you aware that we approached the Erie Community Foundation to serve as a lender to us and they decided it was too complex for them and it wasn't something they were interested in at that time. That's why we're looking for kind of a creative partner who can be the first to do this.

The last way that this is possible if nothing else works, we are asking whether there would be any possibility for you to serve as a guarantor at our bank financing. So, if you yourselves feel like you can't loan us the money or help us in any other way, could you put up some of your funds to act as a guarantor to allow the banks to participate with us?

This is just a summary of the capital stack, as I mentioned, \$9 million total. You can see in the first column the confirmed pieces: we have the New Market Tax Credit at \$2.6, we have a potential for an additional \$500,000, we've got the loan and the grant that I had mentioned, and then over here we have the really key \$3 million in financing, and then these couple of other pieces that we are pretty confident we can put together.

What I'm excited about is really to be the first to be able to do this deal in Erie could be an example for others. I've heard a great project from North East today; I know how many projects in Erie we have. If we could figure out a way to do this, by the way they have been doing it in Pittsburgh, Philly, and Harrisburg for like 15 years, if we could find a way to bring these federal

dollars to Erie, that would be a huge benefit for other projects like ours. So, that's what we're excited about and certainly about bringing this model to Erie. We know it is proven; we know it can have a great impact.

I have gone over everything I have. I know it's kind of a complicated structure. Do you have questions for me?

Mr. Lee: Good morning, Daria. Thank you for coming in for this presentation. First question – what is the timeline that you have projected to have this financing in place?

Ms. Devlin: Thank you for asking. The allocation has to be spent by the end of the calendar year. The concern for us right now is we have an approval for the tax allocation but if, by about November, CCG feels like we can't pull this off, they will pull the allocation from us because they have to spend it out by the end of the calendar year. So, best case, we'd like to have all of our financing pieces in place by about the end of October or the middle of November. We've been told that to close the deal it takes about six weeks, so if we have everything in place by mid-November, we can close by the end of December and then we'd have all the financing we need.

It is important to note that if we don't, they will pull the allocation. Maybe we can apply next year, but it certainly isn't a good look for us to have gone all this way and not have been able to pull something together. Assuming all that happens, we have already started construction. Mr. Wachter and I have talked about how the asbestos remediation is already beginning, uploaders are coming out within the next month. We really hope to have this building up and running by October 2020.

Mr. Lee: Thank you. One other question. On the second floor with 17,200 square feet, commercial space available for rent – are there any type of businesses or organizations that you are going to be targeting?

Ms. Devlin: You might be aware that Hamot Health Foundation, UPMC, Erie Community Foundation, and Erie Insurance did recently complete a 2019 Community Health Census. They hired some folks from the neighborhood to go out door to door, I think they went to about 600 households and interviewed residents and they collected data that says what those residents need, what their biggest concerns are, and we're going to use the data from that census since it was done right in that neighborhood to help us identify possible tenants.

One of the big things that came out was fresh food; we know that fresh food is an issue in that neighborhood so we will begin to identify possible tenants to meet those needs so we can answer the wants of the residents. In addition, we've been approached by several organizations like the Second Harvest Food Bank to talk about perhaps some space, the Martin Luther King Center wants to do something on the east side. So, we think there's a lot of potential, but we're going to start with that data.

Mr. Lee: Great. Thank you, Daria.

Mr. Paris: Will you be paying taxes on the building?

Ms. Devlin: We are paying taxes on the building. I am a die-hard Erie School District girl and I would have a hard time adding another nonprofit to those rolls. When we worked with the Erie School Board, we put it out there that we will be putting it back on the rolls.

Mr. Wachter: Can I just comment on something? Are you working with Ryanne Shuey from PNC?

Ms. Devlin: Ryanne was the one at PNC in the tax department. We initially contacted her; she originally came from CCG; she was who connected me with CCG. I am not working with her right now; I'm working with someone named ? out of their Cleveland office. They are all in that same tax office.

Mr. Wachter: Ryanne Shuey and I went to law school together and she interned at PHFA when the New Market Tax Credit Program became a possibility. She immediately latched onto it and became the expert in it, started and ran CCG immediately after law school, and she created the New Market Tax Credits Program for Pennsylvania and then went over to PNC to run their division which is great. Ryanne and I have had many conversations about why Erie hasn't seen a New Market Tax Credit allocation and a large part is Erie has not been able to prove that it has the resources to build the capital stack to support this program. We've got a lot of big projects, but not a lot of available sources of community funding and leverage funding that is available to make these projects happen. Once we're able to prove that you can do a deal in Erie, that's going to open up the possibility for other significant financing deals to go into Erie.

That has been my experience with the New Market Tax Credit and the conversations I've had with her about why they have never worked with us.

Ms. Devlin: I want to thank Tim, certainly, for connecting me to Ryanne and she connected me with CCG. That was really how we came upon all this information. Their excitement about getting one done in Erie has been phenomenal. Certainly, we're not there yet, but we agree that there could be others after ours.

Are there any other questions for me? Thank you so much for your time and for listening and learning about this complicated program. I hope we have the opportunity to work towards a good outcome.

Mr. Paris: Thanks, Daria. Next up is the Jefferson.

c. JES: Design of an Iconic Connection between the Waterfront and Downtown Erie – Michael Fuhrman and Ferki Ferati

Mr. Fuhrman: Thank you for this opportunity. My name is Michael Fuhrman. John Vanco and I had put together a grant that had companies and Kent State University come to Erie and work with local constituencies to talk about how we might be able to create an iconic connection between the downtown and the waterfront. The Bayfront Highway has its origins back in the late 1950's and it became a reality sometime in the 80's and it connected Pittsburgh on Interstate 79 and ran along the Erie southern shore of our bay and now connects to Interstate 90.

In many ways, this has been a boon for the waterfront in Erie County because it opened up an area that was traditionally industry for over 150 - 200 years to recreation. There is still a lot of industry, but it has opened the door for great investment. Although it also cut something in half, and that was the downtown from the bayfront. We all know that the Bayfront Highway has done good things, but it also has separated the downtown from the bayfront.

A couple years ago, the Erie Comprehensive Plan, known as Erie Refocused, identified that as a major impediment to the development of your downtown, your two flanking neighborhoods, and indeed, the region. How do you create a connection between downtown to get to the waterfront

so you can have people walk comfortably, safely over the highway, under the highway, to enjoy the amenities that are happening along the bayfront?

Any major metropolitan region or city has a dynamic, versatile, 24/7 walkable neighborhood and walkable downtown area. It's the critical mass that draws other people, other retailers, etc. Right now, we still don't have that. The Bayfront Connector does separate that so we need to figure out how we might be able to address those issues.

PennDOT, as you all know, has come up with a plan to make it a little more accessible but this plan is really more east-west, not north-south. There was a grant opportunity that came out of Kent State University that brought their graduate degree program students to Erie for 3-4 days to talk about how we might be able to draw new perspective on working with PennDOT and the existing infrastructure to create some sort of iconic connection that has been identified and repeated over and over through Erie Refocused.

This is what this small presentation is going to be. If you look at the screen, this program is called the Cleveland Urban Design Collaborative and has been in existence for 15-16 years. Erie is the recent recipient of that grant. They have been in Toledo, Detroit, Akron, Youngstown, and Conneaut. This is their home place in Cleveland; Kent State University actually has a satellite professional company in Cleveland that does professional work through northwest Ohio into New York and into Buffalo.

It's an important opportunity for graduates to actually get some professional experience working with a professional urban designing company, so that's sort of a marriage between those two things. Kent State University, which is known as the CUDC, works every year with a city, a neighborhood, or a community that has identified some sort of infrastructure challenge that they just can't quite wrap their minds around. This group comes to that community for about three to four days and works with local constituencies, key stakeholders to discuss how they might be able to render an attractive and more feasible way of reducing the issues.

The key was finding, locally, an organization that would be a lead organization and the Jefferson was able to step up. One of the prerequisites of that is that if any of these initiatives were to move forward, you would have to have an organization that had some sort of respect within the community so that some, or maybe all, of the ideas can move forward. The Jefferson stepped up to the plate to do that. They are on the hook also to cover room and board for that expense. There is going to be 25-30 faculty, students, and administrators here in Erie.

As we speak, over the last month, we've given the Cleveland Urban Institute all the plans that we can that relate specifically to this north-south connection – this iconic connection. We have given the Port Authority plan, Emerge 2040, and Erie Refocused plan; they are studying this as we discuss this now. When they come to Erie and start to work on this, they already know what the issues are.

I should point out here, and this is really quite interesting, when we wanted to move this thing forward, we had to have a green light from local government officials. So, we went to the Erie County Executive and she was supportive of that idea but she said we needed to have Erie Insurance's green light because they have already moved forward with bringing some architects to Erie to address what they felt was not a PennDOT glamorous but rather a utilitarian kind of connection. But it really didn't address the issues that were articulated in Erie Refocused. We met with Erie Insurance who said they liked the idea and wanted to move it forward, but they told us we needed to go to PennDOT since they are really the lead service organization with this project. So, we met with PennDOT and they also gave us a green light and finally, the Mayor's office did too. So, we have approval from all key institutions that made this thing happen.

This is a rough itinerary for the 25-30 students, faculty, and administrators that will be coming in for three to four days. They will be meeting with BEST, Our West Bayfront, the Port Authority – some of the key organizations that have an investment along that waterfront area. This is open to

the public; it's not through invitation. The idea is to glean as much information from the public as possible. They will then go back to Cleveland, work on what they gathered while here, and then they will come back to Erie and make a final presentation to the community.

So, what is a Charette? A charette is really an accelerated planning engagement through the community. The students and faculty, again, they will have that kind of knowledge of what is at stake here, they will work with constituents, they are sort of the vehicle in which the community gives them ideas, they illustrate it and represent it back to the community.

This was taken directly from the comprehensive plan – these are the do's and don'ts. It was articulated that one of the things we really needed to do was to create that walkability environment which builds an infrastructure that allows people to walk and to ride bicycles and to communicate easily through the downtown to the waterfront. What Erie Refocused doesn't encourage Erie to do is to primarily focus this investment on automobiles. That's really where this plays a bigger role in how can these students come up with the idea of creating something that is designed to allow for a comfortable walk between the downtown and the waterfront.

Here are some of the key parts: the downtown feels apart from the bayfront, we need to create an iconic connection, we have to define what that is, and we design it in a way that builds a space that becomes an economic development driver at the same time. One of the things that Buki had talked about in his plan was, you already have these interesting connections at State and Holland and Sassafras so pedestrian overpasses are an interesting thing you might want to pursue and indeed, that is what PennDOT is doing. Three of the ideas here are in the PennDOT plan but I don't believe all of them are funded. Even though the pedestrian overpasses are important, it hasn't been completely identified that you will have the support to build them and to maintain them over the long run.

One of the three things that Erie Refocused talks about is looking at other communities. This is Chattanooga, TN Ross Landing. Back in the 80's, the Reagan administration called Chattanooga one of the worst polluted communities in the country. They went through a similar planning grant process. They took their downtown and moved it to the riverfront where they have invested hundreds and hundreds of millions of dollars and it was actually transformational. In the back, you see a freshwater aquarium, which is the largest and the first one in the United States and when it opened, it drew in a million people. That was the spark that redeveloped Chattanooga and it really hasn't looked back since.

Another area was in Seattle; this is very similar to Erie. If you look through, this is the highway which could be viewed as the Bayfront Parkway, there's a rail line here, the city is up on this left region and the bay would be out here. They created kind of a zig-zag pedestrian grassy knoll if you will. This was a big-ticket item, but the idea is kind of applicable to what we're trying to do here in Erie. How do we create something that allows family members and people to walk comfortably and enjoy one of the most remarkable bayfronts on the Great Lakes?

This is Philly – you're all familiar with that. Some 15-20 years ago this was kind of a seedy place. They've turned it into one of the most dynamic economic generators in Philadelphia in many years.

This is the PennDOT plan. I know it's a bit difficult to see but at the center of the screen of course is State Street. It is very utilitarian because it was designed by engineers and it was designed to take care of congestion and anticipate congestion. It's not interested in necessarily developing economic connections between the downtown and the bayfront because that's not what they're here to do. So, the charettes kind of plays that overlap. How do we create something on this idea? You can see the two roundabouts on Sassafras and Holland and then going over State Street so there wouldn't be any kind of impediment as people move east and west. This is going to be close to \$30 million. This is one of the options PennDOT has talked about.

The charettes is about research, which is what they're doing now, reflecting and creating through the community, and then reviewing that and bringing those ideas back to the community for their decision. This is a picture of one of the years they went to Detroit. Here's some classic charette-type activities that you'll see here in Erie for those three days. Again, they work with faculty and professionals within the urban design field. These are illustrations done by the students and faculty. This is what was done in Akron. They will be quite versed in some of the challenges we present to them. And here's a pedestrian bridge they had done a couple of years ago.

The question is, will we be able to realize that iconic connection that is both a statement to the public, it addresses the problem of the separation of your bayfront and connecting your downtown to the waterfront so you can create that critical mass of people.

I'm here really to ask for support for covering room and board. The grant gives us the entire department to come here to Erie with about 30 students. They will be here for about three days, so we have to feed them and house them. We'll have sessions throughout the community, but the hub will be at the Jefferson and it will be open to the public. We will market that. We have Our West Bayfront and BEST, those two neighborhoods are critical in the development of our downtown – they are the primary constituents we will be working with.

Are there any questions?

Dr. Wood: Do you have the City of Erie and PennDOT both on board of embracing this concept?

Mr. Fuhrman: Yes, and it kind of took us by surprise. When we talked to Erie Insurance and they said we had to go to PennDOT, we thought this wasn't going to go anywhere. But PennDOT was very open to the idea. This is the kind of thing that we are not experts on; we are engineers, we can draw lines, we can deal with congestion and safety, but in terms of pedestrians and pathways, that wasn't really their strong suit. They were actually very supportive. Brian McNulty who gave us the green light of working with this group put some sheen on the idea of the east-west and north-south connection and they were very much in support of it.

Mr. Cleaver: Is there a date for this to happen?

Mr. Fuhrman: October 17, 18, and 19; Thursday, Friday, and Saturday. Some of them have already come to Erie. They have met with some of the key stakeholders already and they will be here for three days. Then they go back and work on a schematic and come up with a booklet that draws all the things that the community said this is what we would like to see happen, they make a public presentation back to the public showing, "This is what you are interested in, this is what your former plans have said and this is what PennDOT agrees with, etc." At that point, the community might say, "We like this idea. Let's move it forward."

The big thing is, we talk about an iconic connection, but we have no idea what that means. We need to see it. It's kind of hard to describe through words, but when you see it, it's like a painting that you know is beautiful. It's the same kind of concept. Their idea is to put color and ideas to the problem of separation of the bayfront. If that makes sense.

Mr. Lee: Michael, you said the students were going to be here for three to four days getting the information, going back to Kent State Cleveland, getting the information and preparing a report. When are they due back to for the public presentation?

Mr. Fuhrman: That depends on us. There are a lot of activities on the calendar in the fall, but we will work with Erie Insurance and local governments to find the best date to do that. Then we

contact Kent State in Cleveland and they will make that presentation once we let them know when is the right time and the venue. It's not something that we say, "You have two weeks" and then it's done. It is open.

Mr. Lee: Okay. But you are looking at the public presentation being done this year?

Mr. Fuhrman: Oh yes. This is a part of their academic program so I suspect, well their semester ends in early December, so I suspect it will happen sometime in November. I would think.

Mr. Lee: Thank you.

Mr. Sample: What is your ask?

Mr. Fuhrman: Ten thousand dollars. It's about \$6,000 to house and about \$3,600 to feed them and there might be some other support like equipment or something. This is not any administrative expense. This is basically our way of taking care of an expense that they would incur. We get their expertise – not just the students, but the faculty and administrators that work with them in the architectural program.

Mr. Lee: Michael, where are you planning on housing these students?

Mr. Fuhrman: I don't know yet. It depends on how much money we have. It could be a local motel or ideally, we would like to have them on the bayfront, but that can be a bit pricey. We would love to have them down at the Sheraton or the Cobblestone because then they could actually feel the experience. But it depends on what the actual rate is, how many students and faculty will be here, can they double up, those kinds of things.

Mr. Wachter: This is October that they're coming, so if there is going to be a grant or something from the Gaming Authority, you would need something today.

Mr. Fuhrman: I was hoping something like a pilot program has been floated or is an idea.

Dr. Wood: I think that's ambitious. I think, if we could accept a Pilot Project application from them, we're going to end up reviewing it in the next two weeks or so along with the New Market Tax Credit project and the North East project. We would get a thumbs up/thumbs down from the Board and we would look at approving it October 17th and that's the day that they come.

I know it's an aggressive timeline, but it seems like a project worth pursuing.

Mr. Paris: Thank you very much for coming in. Thank you all for coming in and presenting. I do want to say that Tim Wachter, our Solicitor, needs to leave at 10:00am so if you see him leaving, you'll know why.

COMMITTEE REPORTS

- a. Treasurer's Report: Mr. Paris: Dale is not here today so he had asked Perry to give his report for him.

Dr. Wood: I'm going to start with the Profit & Loss statement. You'll see that in the month of October we received the second quarter payment of gaming revenue of about \$1.3 million; that brings us up to about \$1.6 total year-to-date. You'll also see in Income the interest that came in on the savings account. You will not see any interest coming in on any of the Notes that are currently out there because those come in quarterly and we've already received those funds.

If you want to follow me down to the Other Income and Expense section, you'll see that because we received gaming revenue, we stroked checks to the settlement municipalities totaling \$328,538, which is 25% of those funds, bringing the year end total to over \$421,000 for settlements. The Summer Jobs payment number \$128,993 consists of two fiscal years. We made the last payment of 2018 and the first payment of 2019, the lion's share going to the first payment of 2019.

Scrolling down to Renaissance Block, that \$68,000 consists of two Renaissance Block grants that are in process which are the Sisters of St. Joseph and the other one to the Our West Bayfront neighborhood. We'll go into more detail on that on the Grant Reserve report as well as the Anchor Building, \$32,606 to PACA. You'll see that number is lower because we received a refund from the City of Corry which has decided that the expense associated with rehabilitating the adaptive reuse project for its City Hall is not worth it at this time. They ran into some asbestos and wiring issues, so they returned the funds to us. That will make sense, once again, when we look at the Schedule of Grant Reserve.

The next report is the Balance Sheet. You'll see the funds we have in savings, you'll see what's currently committed to projects, you'll see what is in the Restricted category and that is of course because it hasn't been in our possession for over a year yet, and then the total available in savings. Notes Receivable are listed and there is nothing new in the Notes Receivable as well as the Reserve. You'll see Prepaid Insurance and the balance as it is being drawn down.

The Statement of Cash Flow shows a positive cash flow of course because we received gaming revenue in the month of August. Next is Budget vs. Actual. You'll see no Accounting Fees to speak of and our standard Government Relations cost to Ridge Policy Group. Professional Services is a large item for the month of August; over \$9,000 - \$7,500 of that is the Economic Impact Study which we are currently working on the rollout for that. There is also \$2,400 for ParkerPhilips and the media services they provide. Legal services was a little bit light in the month of August at \$962 and Payroll Service is standard.

Mr. Lee: Perry, can I go back to the Professional Services and the Economic Impact Plan – is that an update to the one that they had done before or is this something new?

Dr. Wood: It is an Economic Impact Study Update and it's cumulative – it involved both Summit Township and Erie County, as well as ECGRA's stats.

Mr. Lee: Thank you.

Dr. Wood: If you go down to the section Office Administration, you'll see the first line item of Books, Subscriptions, Dues – that's \$36 to the Erie Times News, \$186 to the Corry Journal, which is a yearly subscription unlike the Times where you pay monthly. Postage, Office Supplies – you'll be able to look at Tammi's Visa for a list of those supplies, Copier Lease is standard, Professional Development – you'll see \$99 for a class we sent Tammi to that was along the lines of a leadership management course, and Meeting Expenses at \$12.

Under Other Types of Expenses, you'll see \$2,500 which was our sponsorship of the GECAC Annual Dinner. Advertisement shows the amount for Erie Times News and the ad we took out with Erie Reader for our Quality of Place. Phone/IT/Fax went up because we made the first payment to Board Effect. When are we going to get trained on that software?

Ms. Michali: I am in the process of doing the administrative training right now. We are on track to do it at our October Board meeting.

Dr. Wood: Great. Just a quick refresher – we're moving away from SharePoint as our main communication for our electronic documents and we're moving toward Board Effect. Tammi is going to take some time at the beginning of the October Board meeting to train us on Board Effect.

The rest are zeroed out in that column and Payroll Expenses are standard. Flipping over to the Schedule of Grant Reserve, you'll see under Restricted that the second quarter gaming revenue came in, the amount. You won't see anything under Special Events because there were no disbursements there, but if you flip to the next page, you'll see the municipal payments to Summit, Green, McKean, Millcreek, Waterford, and Erie County year-to-date totaling \$421,000.

The next page refers to the detail that I mentioned earlier on the P & L – these are the two Renaissance Block draw downs that took place for Our West Bayfront and Sisters of St. Joseph, both payment #2. Even though it's payment #2, you'll notice that the amount is consistent with year-to-date and that is because the first payment was during the last fiscal year. The Anchor Building payment to PACA of \$37,000 and the City of Corry refund of \$5,200, which is why on the P & L statement the number is \$32,000 as opposed to \$37,000.

No Mission Main Street drawdowns but there is a Summer Jobs draw down of \$128,000, bringing year-to-date to \$132,000 for that program. That concludes the Grant section, but you can flip over to the Committed Funds section and you'll see how current draw downs affected Amount Remaining opposed to Original Commitments of both Renaissance Block and Anchor Building, as well as Summer Jobs, which is how we get our Committed number of \$3.6 million.

Moving over to Check Detail, you'll see the checks that were stroked> VISA's that we'll go into detail in a second, Flagship Media Visitor's Guide was a \$4,000 ad detailing Special Events that ECGRA has invested in throughout Erie County. This was a one-time a year visitor's guide. The Economic Impact Study at \$7,500 is listed next; after that you'll see the Anchor Building Grant, the Corry Journal and the Times, you'll see our Phone/IT/Fax, you'll see our standard payroll and retirement costs as well as copier costs, the Sisters of St. Joseph check for the second payment of the Renaissance Block, you'll see the settlement checks, you will see the GECAC Annual Dinner sponsorship check, you'll see the Our West Bayfront second payment, our Professional Services payment to our public communication firm, and finally Diligent Corporation – that's Board Effect, the software. Are there any questions on the Check Register?

The VISA statements – is that the final AT&T payment?

Ms. Michali: No, because we're a month behind. You can see that that is the June payment, so we still have July and August.

Dr. Wood: And what month does the AT&T payment get moved to your VISA?

Ms. Michali: This is a combined statement, so that is in effect now.

Dr. Wood: On Tammi's VISA, you'll see the Office Supplies that were purchased, the Professional Development course, the subscription to the Erie Times News. The Office Supplies are things like garbage bags, coffee, pens, creamer, and post-it notes, and you'll see the payment received. Are there any questions about the VISA statements?

Mr. Cleaver: I think it should be noted that I had discussed this with Perry, every Visa or MasterCard has some type of reward or return or something. I noticed that ECGRA, whatever points they get whether it's for travel or whatever, they take the money to lessen the debt. That is just for a matter of information. Some companies will give it to their employees. I don't think that should happen here because we're a public entity, but in talking to Perry, the money that comes in from points gives us credit toward the bottom line and that's the best way to do it. It's fine with me but I did some checking because it caught my eye. I just wanted to mention that.

Mr. Paris: Thanks, Whitey.

Mr. Sample makes a motion to accept the Treasurer's Report. Mr. Cleaver seconds the motion. There is no further discussion of the Treasurers Report. Motion carries 6-0.

- b. Strategic Planning Committee: Mr. Paris: We did have a meeting last week and Perry is going to have some updates on what was discussed there.

Dr. Wood: I will be super quick. We did talk about the Goodell Gardens announcement which some of you attended which was for the investments we have made in the Borough of Edinboro. We briefly talked about the Sustain North East concept as well as the Erie Center for Arts & Technology so that was really the first time we broached it with the Board and kind of let everyone know that we were going to ask them to come in for a presentation. Tammi talked a little bit about Board Effect software, and then the bulk of our time was spent on the Community Asset review which is the category of Arts, Culture, and Heritage.

Mr. Paris: Thank you.

- c. Update from County Council: Mr. Leone: I know at the last meeting there was a discussion about the Community College. Council decided that we have the option of a Community College without Northwest Pennsylvania Regional College. The purpose of us leaving NPRC was because of the guidelines that Council set and asked for were not acceptable to NPRC. Council felt that one of the biggest problems was the curriculum of the college and we believe this was in the interest of Erie County and not of NPRC. That's one of the issues that they had that they wouldn't accept. So, Council finally decided to renew our original concept of a stand-alone community college and asked the Board of Education to either vote it up or down.

There's still much more involved as far as the community college and I realize that they now have 14 other community colleges and they are anywhere from \$16-17 million per college. Obviously, they are all opposed to having another community college because they would have a deficit of over \$1 million for each one of them if we add another community college in there. I understand that but as far as the cost to the State, there is no cost to the State to adopt another community college. So, Council again decided that we're going to go along with a stand-alone community college.

I can remember a few years back, a little over two years ago, when I met with Kathy Dahlkemper and Jay Breneman and myself and members of NPRC and they too agreed that there was room for not only NPRC but a stand-alone community college. I'm of the belief that the community college is a piece of the puzzle in economic development and without it, I don't know if economic development can be worthwhile here in Erie County so obviously, I am in favor of having a community college within Erie County. I don't like the idea of having the cost that's going to be involved, but I believe that even the individuals who have done the study for the college itself is concerned, including one of our ex-finance people who was Joe Maloney, indicated that the college could be self-sustaining within a specific period of time and prior to that specific period of time, there wouldn't be any tax dollars involved. Obviously, that is something that has to be seen in the very near future. I have nothing else to report.

Mr. Paris: Thank you, Fiore.

- d. Update from County Executive's Office: Mr. Lee: Thank you, Mr. Chairman. I will just add on a little bit in reference to the community college from the Administration's standpoint. Two years ago, on June 30th, the Administration submitted the application down to the State Board of Education. Since then, we have been in constant contact with them. They have asked for additional addendum information twice and we supplied that in a very timely manner working with Empower Erie. Empower Erie has done an outstanding job; they have done the Feasibility Study and they actually prepared the college application.

The Administration was requested by Harrisburg to explore perhaps a partnership with Northern Pennsylvania Regional College and we did that. We met with them several times to see if we could come to some type of agreement; we had a draft Memorandum of Agreement which was just the framework and the first step. The feedback from County Council at the time was they felt that that was not detailed enough so County Council developed their own Memorandum of Agreement and also a passport which the Administration was also a part of.

We met with the NPRC, there was one meeting down in Warren. It was after that meeting that the Board of NPRC made the decision that it wasn't going to be a good fit based on the new Memorandum of Agreement. At that point, talks ended.

I think it's very important to note that the Administration has never taken our emphasis off of the application down in Harrisburg. Part of the Memorandum of Agreement was that everyone was on the same page, meaning the Administration, County Council, the community at large. If we were in agreement with NPRC, we would have withdrawn the application at that time. But there was no discussion to withdraw that application when everyone was in agreement. The application remains down in Harrisburg. We have always been proactive. We're hoping that we will get a vote in November. There is a tremendous amount of politics that has affected this.

We know that Erie County deserves a stand-alone community college and we know that we need our own curriculum; there is no wavering on that. We're hoping the resolution does have a reading before County Council to set up a committee which consists of two members of the Administration, two members of County Council, Empower Erie, and Joe Maloney – we're hoping that committee will be able to work diligently in moving the application forward. We appreciate Chairman Leone's letter that he had written and submitted to the Governor and all the State delegation for Erie County urging them to use their influence to have the State Board vote on our application. It has been over two years and we were told that it was going to be anywhere from 12-18 months initially and obviously, we're way passed that.

Stay tuned and we hope that this will go well and favorably. Thank you, Mr. Chairman.

Mr. Paris: Thank you, Gary.

REPORT OF THE EXECUTIVE DIRECTOR

Dr. Wood: I will be very brief. This was a busy month; we had a Strategic Planning review and of course went over Community Asset grants. We did get an activity report from Ridge Policy, which you'll see in the packet. We held a press conference for the Edinboro Revitalization investments on September 11th. You'll also see some of the other media we got in the packet as well as a letter or two of thanks in there from community members. We also held a candidate briefing prior to the GECAC dinner for all perspective County Council candidates. That concludes my report.

SOLICITOR'S REPORT

Mr. Wachter left the meeting, so there is nothing to report.

OLD BUSINESS

There is no old business to follow up on.

NEW BUSINESS

- a. Resolution Number 14, 2019 – Resolution to enter into agreements with fifteen (15) Erie County community organizations and municipalities engaged in Arts, Culture, and Heritage.

Mr. Sample: I have a memorandum of Conflict of Interest. On this date, the Board of Directors of the Erie County Gaming Revenue Authority was presented with Resolution Number 14, 2019, which pertains to the granting of funds to fifteen (15) Erie County community organizations and municipalities engaged in Arts, Culture and Heritage. One such entity is Impact Corry.

I serve as a board member for Impact Corry. As such, I have abstained from any deliberation or involvement in the process to determine whether to recommend an award to Impact Corry, and I abstain from the deliberation, and vote, regarding the approval of the Resolution. Further, I announced my conflict during the meeting and request that this memo be made part of the minutes of the September 19, 2019 meeting of the ECGRA Board of Directors.

Dr. Wood reads the resolution.

Mr. Cleaver: I would like to make a motion to accept the resolution into record. I also would like to make a comment that the request was \$150,000 and we did save \$3,600 from the original request – so we did do our homework. When we sat down, we cut it down by \$3,600. I thought that should at least be mentioned.

Mr. Bagnoni seconds the motion.

There is no further discussion. Motion carries 5-0-1, with Mr. Sample abstaining.

ADJOURNMENT

Mr. Sample moves to adjourn.

**Erie County Gaming Revenue Authority
Profit & Loss
September 2019**

	<u>September</u>	<u>YTD</u>	<u>Budget YTD</u>	<u>2019-20 Budget</u>
Ordinary Income/Expense				
Income				
44800 · Gaming Revenue		1,687,472.72		
46400 · Other Types of Income				
46410 · Interest Income - Savings	12,032.11	69,972.08		
46422 · Interest Income - BWC - Erie Grow	7,666.67	15,250.00		
46424 · Interest Income - Progress Fund		10,000.00		
46425 · Interest Income - EDF Restruct		6,502.71		
46426 · Int. Income - BWC - Inclusive	6,388.89	12,708.33		
46427 · Interest Income - Blue Highway		2,227.14		
46430 · Miscellaneous Revenue				
Total Income	<u>26,087.67</u>	<u>1,804,132.98</u>		
Expense				
62100 · Contracted Services	6,994.22	63,005.75	73,002.00	146,000.00
62800 · Facilities & Equipment	2,904.62	7,315.55	11,502.00	23,000.00
65000 · Office Administration	1,349.78	7,979.53	13,320.00	26,650.00
65100 · Other Types of Expenses	7,302.87	27,616.37	30,426.00	60,850.00
66000 · Payroll Expenses	15,383.42	102,758.69	113,625.00	227,250.00
Total Expense	<u>33,934.91</u>	<u>208,675.89</u>	<u>241,875.00</u>	<u>483,750.00</u>
Net Ordinary Income	(7,847.24)	1,595,457.09		
Other Income/Expense				
70000 · Grants / Settlements				
70030 · Community Assets		0.00		
70050 · Municipal Settlements		421,868.18		
70070 · Special Events		175,515.39		
70090 · Multi-Municipal Collaboration	175,655.00	274,155.00		
70100 · Mission Main Street		405,040.00		
70120 · Summer Jobs Program		132,626.96		
70130 · Small Business Financing		0.00		
70140 · Pilot Projects		50,000.00		
70150 · Shaping Tomorrow		0.00		
70170 · Renaissance Block	5,000.00	93,000.00		
70180 · Anchor Building		64,276.20		
Total 70000 · Grants / Settlements	<u>180,655.00</u>	<u>1,616,481.73</u>		
Net Other Income	<u>(180,655.00)</u>	<u>(1,616,481.73)</u>		
Net Income	<u>(188,502.24)</u>	<u>(21,024.64)</u>		



Erie County Gaming Revenue Authority
Balance Sheet
As of September 30, 2019

	September
ASSETS	
Current Assets	
Checking/Savings	
10000 · ErieBank - Checking	15,602.62
10100 · ErieBank - Savings	
10101 · Committed Funds	3,673,802.61
10102 · Restricted Funds	3,333,256.84
10100 · ErieBank - Savings - Other	2,724,507.33
Total 10100 · ErieBank - Savings	9,731,566.78
Total Checking/Savings	9,747,169.40
Other Current Assets	
12000 · Notes Receivable	
12003 · Note Receivable - CIBA	18,846.25
12004 · Note Receivable - BWC - Erie Growth	1,000,000.00
12005 · Note Receivable - Progress	1,000,000.00
12010 · Note Receivable - 1855 Capital	500,000.00
12050 · Note Receivable - EDF Restruct	1,300,000.00
12060 · Notes Receivable - BWC - Inclu	2,500,000.00
12070 · Note Receivable - Blue Highway	250,000.00
12900 · Reserve for Uncollectable Notes	(1,310,000.00)
Total 12000 · Notes Receivable	5,258,846.25
14500 · Prepaid Insurance	2,376.33
Total Other Current Assets	5,261,222.58
Total Current Assets	15,008,391.98
TOTAL ASSETS	15,008,391.98
LIABILITIES & EQUITY	
Equity	
30000 · Opening Balance Equity	2,927,064.18
32000 · Unrestricted Net Assets	12,103,948.28
Net Income	(22,620.48)
Total Equity	15,008,391.98
TOTAL LIABILITIES & EQUITY	15,008,391.98

Erie County Gaming Revenue Authority
Statement of Cash Flows
September 2019

	<u>September</u>
OPERATING ACTIVITIES	
Net Income	(188,502.24)
Adjustments to reconcile Net Income to net cash provided by operations:	
14500 - Prepaid Insurance	797.92
20000 - Accounts Payable	<u>(10,250.00)</u>
Net cash provided by Operating Activities	<u>(197,954.32)</u>
Net cash increase for period	(197,954.32)
Cash at beginning of period	<u>9,945,123.72</u>
Cash at end of period	<u><u>9,747,169.40</u></u>



Erie County Gaming Revenue Authority
Budget vs. Actual
September 2019

Expense	September	YTD	Budget	Over/(Under) Budget	% of Budget
62100 · Contracted Services					
62110 · Accounting Fees	1,740.32	11,240.32	11,500.00	(259.68)	97.74%
62120 · Government Relations Services	4,152.00	20,959.35	58,000.00	(37,040.65)	36.14%
62130 · Professional Services	0.00	23,040.00	36,000.00	(12,960.00)	64.00%
62140 · Legal Services	1,022.00	6,062.00	35,000.00	(28,938.00)	17.32%
62145 · Website Design	0.00	1,182.43	4,000.00	(2,817.57)	29.56%
62150 · Payroll Services	79.90	521.65	1,500.00	(978.35)	34.78%
Total 62100 · Contracted Services	6,994.22	63,005.75	146,000.00	(82,994.25)	43.15%
62800 · Facilities & Equipment					
62840 · Office Equipment	0.00	54.00	5,000.00	(4,946.00)	1.08%
62890 · Rent	2,904.62	7,261.55	18,000.00	(10,738.45)	40.34%
Total 62800 · Facilities & Equipment	2,904.62	7,315.55	23,000.00	(15,684.45)	31.81%
65000 · Office Administration					
65010 · Books, Subscriptions, Dues	237.57	2,170.20	3,500.00	(1,329.80)	62.01%
65020 · Postage	19.07	208.26	500.00	(291.74)	41.65%
65030 · Printing	0.00	0.00	1,000.00	(1,000.00)	0.00%
65040 · Office Supplies	108.42	769.96	2,800.00	(2,030.04)	27.50%
65050 · Cell Phone	0.00	374.99	2,200.00	(1,825.01)	17.05%
65060 · Copier Lease	345.95	2,075.70	4,200.00	(2,124.30)	49.42%
65070 · Copier Printing Costs	0.00	206.04	2,000.00	(1,793.96)	10.30%
65080 · Bank Fees	0.00	130.00	200.00	(70.00)	65.00%
65085 · Professional Development	216.00	1,001.00	5,000.00	(3,999.00)	20.02%
65090 · Meeting Expenses	422.77	1,043.38	5,000.00	(3,956.62)	20.87%
65095 · Miscellaneous Expense	0.00	0.00	250.00	(250.00)	0.00%
Total 65000 · Office Administration	1,349.78	7,979.53	26,650.00	(18,670.47)	29.94%
65100 · Other Types of Expenses					
65105 · Outreach	379.50	3,596.50	12,000.00	(8,403.50)	29.97%
65110 · Advertising	76.70	4,230.10	12,000.00	(7,769.90)	35.25%
65115 · Phone/IT/Fax	1,148.75	10,582.78	18,000.00	(7,417.22)	58.79%
65120 · Insurance	797.92	3,191.68	9,850.00	(6,658.32)	32.40%
65130 · Grant Management Software	4,900.00	4,900.00	4,900.00	0.00	100.00%
65150 · Travel	0.00	1,115.31	9,000.00	(7,884.69)	12.39%
Total 65100 · Other Types of Expenses	7,302.87	27,616.37	65,750.00	(38,133.63)	42.00%
66000 · Payroll Expenses					
66005 · Salaries & Wages	13,668.44	91,617.49	201,000.00	(109,382.51)	45.58%
66010 · FITW Tax	1,064.98	7,154.62	15,100.00	(7,945.38)	47.38%
66015 · FUTA Tax	0.00	0.00	150.00	(150.00)	0.00%
66020 · PASUI Tax	0.00	99.04	2,000.00	(1,900.96)	4.95%
66500 · Retirement	650.00	3,887.54	9,000.00	(5,112.46)	43.19%
Total 66000 · Payroll Expenses	15,383.42	102,758.69	227,250.00	(124,491.31)	45.22%
Total Expense	33,934.91	208,675.89	488,650.00	(279,974.11)	42.70%



Erie County Gaming Revenue Authority
Schedule of Grant Reserve
As of September 30, 2019

	<u>September</u>	<u>YTD</u>	<u>Totals/Subtotals</u>
Uncommitted Funds	2,724,507.33		
Committed Funds	3,673,802.61		
2018 Restricted Funds:			3,337,925.59
2019 Restricted Funds: (75% - after settlement payments)			
First Quarter Gaming Revenue		279,989.73	
Second Quarter Gaming Revenue		985,614.81	
Third Quarter Gaming Revenue			
Fourth Quarter Gaming Revenue			1,265,604.54
Disbursements:			
First Quarter Disbursements	314,860.00	880,820.03	
Second Quarter Disbursements	180,655.00	742,426.43	
Third Quarter Disbursements			
Fourth Quarter Disbursements			1,623,246.46

Disbursements Detail

Grants/Settlements

	<u>September</u>	<u>YTD</u>	<u>Subtotal</u>
Community Assets			
Special Events			
Achievement Center		1,449.48	
Albion Area Fair, Inc.		10,351.80	
AmeriMasala		1,070.28	
Asbury Woods Partnership, Inc.		876.60	
Borough of North East		1,540.80	
Borough of Union City		454.10	
CAFE		12,085.20	
Corry Area Arts Council		277.20	
Crime Victim Center of Erie County, Inc.		2,000.02	
Downtown North East, Inc.		4,558.50	
Barber National Institute		9,626.09	
Edinboro Highland Games		2,124.00	
Edinboro University Foundation		7,668.00	
Erie Homes for Children and Adults, Inc		2,367.00	
Erie Asian Pacific American Association		684.00	
Erie Contemporary Ballet Theatre		5,847.55	
Erie Downtown Partnership		4,014.00	
Erie Regional Chamber & Growth Partner.		3,204.14	
French Creek Council, BSA		492.03	
Harborcreek Township		881.96	
Holy Trinity Roman Catholic Church		4,982.40	
Jefferson Educational Society of Erie		11,340.00	

Erie County Gaming Revenue Authority
Schedule of Grant Reserve
As of September 30, 2019

	<u>September</u>	<u>YTD</u>	<u>Subtotal</u>
Lake Erie Arboretum at Frontier		1,476.00	
Lake Erie Fanfare, Inc.		3,801.60	
Lake Erie Greek Cultural Society		5,076.00	
Mercy Center for Women		1,629.00	
Preservation Erie		448.20	
Presque Isle Partnership		3,500.82	
Roar on the Shore Inc.		17,421.75	
SafeNet		1,620.00	
Saint Joseph Church		3,600.00	
Saint Patrick Church		4,181.40	
ServErie		3,060.00	
SSJ Neighborhood Network		3,310.80	
Goodell Gardens & Homestead		810.00	
Iroquois School District Foundation		3,171.60	
The Nonprofit Partnership		3,510.00	
Tom Ridge Environmental Center Foundation		608.40	
Union City Pride		722.14	
Waterford Community Fair Association		6,118.67	
Wattsburg Agricultural Society		10,575.14	
WQLN Public Media		1,722.96	
YMCA of Greater Erie		8,535.42	
Young Artists Debut Orchestra		2,214.54	
Youth Leadership Institute of Erie		505.80	
		<u>175,515.39</u>	<u>175,515.39</u>

Municipalities

Summit Township		189,840.68	
Greene Township		46,405.50	
McKean Township		46,405.50	
Millcreek Township		46,405.50	
Waterford Township		46,405.50	
Erie County		46,405.50	
		<u>421,868.18</u>	<u>421,868.18</u>

Multi-Municipal Collaboration

Erie Area Council of Governments			
return of unspent funds - 2018 MMC		-30,000.00	
Census 2020 Outreach - 1st payment		28,500.00	
JES - Civic Leadership Academy		100,000.00	
Round 2			<u>98,500.00</u>
Borough of North East	82,000.00	82,000.00	
Girard Township	17,000.00	17,000.00	
West County Paramedic Association	70,000.00	70,000.00	
West Erie County EMA	6,655.00	6,655.00	
		<u>175,655.00</u>	<u>175,655.00</u>

Erie County Gaming Revenue Authority
Schedule of Grant Reserve
As of September 30, 2019

	<u>September</u>	<u>YTD</u>	<u>Subtotal</u>
Neighborhoods & Communities			
Renaissance Block			
Borough of Union City Final Payment	5,000.00	25,000.00	
Our West Bayfront - Payment 2		40,000.00	
SSJ Neighborhood Network - Payment 2		28,000.00	
		<u> </u>	<u>93,000.00</u>
Anchor Building			
Performing Artisits Collective Alliance 2018		69,501.20	
City of Corry - return of unspent funds		-5,225.00	
		<u> </u>	<u>64,276.20</u>
Mission Main Street - Round 2A			
Borough of Edinboro		95,350.00	
Borough of Union City		75,000.00	
		<u> </u>	<u>170,350.00</u>
Mission Main Street - Round 2B			
Our West Bayfront - 1st Payment		116,190.00	
Preservation Erie - 1st Payment		28,000.00	
SSJ Neighborhood Network - 1st Payment		90,500.00	
		<u> </u>	<u>234,690.00</u>
Small Business Financing			
Youth & Education			
Summer Jobs & More			
Greater Erie Community Action Committee		132,626.96	
		<u> </u>	<u>132,626.96</u>
Pilot Programs			
Partnership for a Healthy Community - 1st Payment		50,000.00	
		<u> </u>	<u>50,000.00</u>
Total Funds Disbursements	<u>180,655.00</u>	<u>1,616,481.73</u>	<u>1,616,481.73</u>

Erie County Gaming Revenue Authority
Schedule of Grant Reserve
As of September 30, 2019

Committed Funds:	<u>September</u>	<u>Amount Remaining</u>	<u>Original Commitment</u>
Renaissance Block			
1 Academy Neighborhood Association		11,250.00	22,500.00
Borough of North East		0.00	50,000.00
Borough of Union City	5,000.00	0.00	50,000.00
Our West Bayfront		10,000.00	100,000.00
Robbins Glass Neighborhood Watch		0.00	6,000.00
Sisters of Mercy		0.00	25,000.00
SSJ Neighborhood Network		7,000.00	70,000.00
2 Bayfront Eastside Taskforce		25,000.00	50,000.00
Preservation Erie		26,920.00	53,840.00
ServErie		29,000.00	58,000.00
Anchor Building			
Emmaus Ministries, Inc.		5,000.00	100,000.00
Grace Church		100,000.00	100,000.00
Our West Bayfront		80,000.00	100,000.00
Performing Artists Collective Alliance		5,000.00	93,126.50
Mission Main Street			
1 Borough of North East		110,000.00	250,000.00
Borough of Union City		0.00	10,000.00
City of Erie		225,000.00	250,000.00
Erie Downtown Partnership		180,000.00	250,000.00
2A Borough of Edinboro		154,650.00	250,000.00
Borough of Union City		125,000.00	200,000.00
2B Our West Bayfront		133,810.00	250,000.00
Preservation Erie		122,000.00	150,000.00
SSJ Neighborhood Network		159,500.00	250,000.00
Multi-Municipal Collaboration			
Erie Area Council of Governments		21,500.00	50,000.00
GECAC - Summer Jobs Program 2019		21,006.11	150,000.00
PennVenture Partners		1,000,000.00	1,000,000.00
Shaping Tomorrow			
Empower Erie - Community College		370,000.00	400,000.00
Erie's Public Schools - Tech After Hours		66,666.50	200,000.00
Beehive Network			
Edinboro University Foundation		143,000.00	200,000.00
Erie Regional Library Foundation		115,000.00	200,000.00
Gannon University		175,000.00	200,000.00
Mercyhurst University		102,500.00	200,000.00
Penn State University (Behrend)		100,000.00	200,000.00
Pilot Program			
Partnership for a Healthy Community		50,000.00	100,000.00
Total Committed Funds	<u>5,000.00</u>	<u>3,673,802.61</u>	<u>5,638,466.50</u>

Erle County Gaming Revenue Authority
Check Detail Report
September 2019

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
09/03/2019	EFT	VISA	2019 August Visa Statement - Central	-1,030.89
09/04/2019	EFT	ECCA, Inc.	8/17/19 to 8/30/19 Payroll	-6,838.18
09/04/2019	EFT	Fidelity Investments	8/17/19 to 8/30/19 Retirement	-523.51
09/04/2019	2775	Velocity Network, Inc.	Phone/IT/Fax	-791.89
09/05/2019	2776	Borough of North East	2019 MMC - Round 2	-82,000.00
09/05/2019	2777	Girard Township	2019 MMC - Round 2	-17,000.00
09/05/2019	2778	West County Paramedic Association	2019 MMC - Round 2	-70,000.00
09/05/2019	2779	West Erie County EMA	2019 MMC - Round 2	-6,655.00
09/05/2019	2780	Foundant Technologies, Inc.	Grant Management Software	-4,900.00
09/06/2019	2781	MaherDuessel, CPA	2018-19 Audit final payment	-1,740.32
09/09/2019	2782	Bayfront Convention Center	2019 County Council Briefing	-379.50
09/12/2019	2783	Borough of Union City	Renaissance Block - Final Payment	-5,000.00
09/12/2019	2784	Knox McLaughlin Gornall & Sennett	2019 August Legal	-1,022.00
09/12/2019	2785	Ridge Policy Group	2019 September Government Relations	-4,152.00
09/13/2019	2786	Penn State University - Knowledge Park	2019 August/September rent	-2,904.62
09/13/2019	2787	Times Publishing Company	Strategic Planning meeting	-76.70
09/18/2019	EFT	ECCA, Inc.	08/31/19 to 9/20/19 Payroll	-7,577.90
09/18/2019	EFT	Fidelity Investments	8/31/19 to 9/13/19 Retirement	-523.73
09/18/2019	2788	Grise Audio Visual Center, Inc	Edinboro Press Conference	-330.00
09/18/2019	2789	Harbor Creek Little League	2018 Community Assets	-10,250.00
09/23/2019	2790	Wells Fargo Financial Leasing	2019 October Copier Lease	-345.95

ERIEBANK

BL ACCT 00100029-10000000
ERIE COUNTY GAMING
Account Number: ####-####-####-8643
Page 1 of 3



SCORECARD CASHBACK CURRENT BALANCE \$0.00 CASHBACK PAYOUT DATE 08/16/2020

Account Summary

Billing Cycle		08/11/2019
Days In Billing Cycle		32
Previous Balance		\$0.00
Purchases	+	\$1,030.69
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$783.41
Other Charges	+	\$0.00
Finance Charges	+	\$0.00
NEW BALANCE		\$247.28

Credit Summary

Total Credit Line	\$40,000.00
Available Credit Line	\$39,752.72
Available Cash	\$39,752.72
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

- Call us at: (866) 317-0355
Lost or Stolen Card: (866) 317-0355
- Go to WWW.MyCardStatement.com
- Write us at PO BOX 30495, TAMPA, FL 33630-3495

Payment Summary

NEW BALANCE	\$247.28
MINIMUM PAYMENT	\$247.28
PAYMENT DUE DATE	09/04/2019

NOTE: Grace period to avoid a finance charge on purchases pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

PERRY N WOOD ####-####-####-6829	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	\$0.00	\$356.86	\$0.00	\$0.00

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/24	07/25	PBUS01	24493989205083023597138	AT&T*BILL PAYMENT 800-331-0500 TX	\$356.86
08/02	08/02		70087509214555214980017	PAYMENT - THANK YOU CLEARFIELD PA	\$356.86

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT 5003

ERIEBANK
PO BOX 42
CLEARFIELD PA 16830-0042

Account Number
####-####-####-8643

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
08/11/19	\$247.28	\$247.28	09/04/19

\$

BL ACCT 00100029-10000000
ERIE COUNTY GAMING
5340 FRYLING ROAD
SUITE 201
ERIE PA 16510-4672



MAKE CHECK PAYABLE TO:
VISA
PO BOX 4517
CAROL STREAM IL 60197-4517

17 4335 2636 1000 8643 00024728 00024728 3

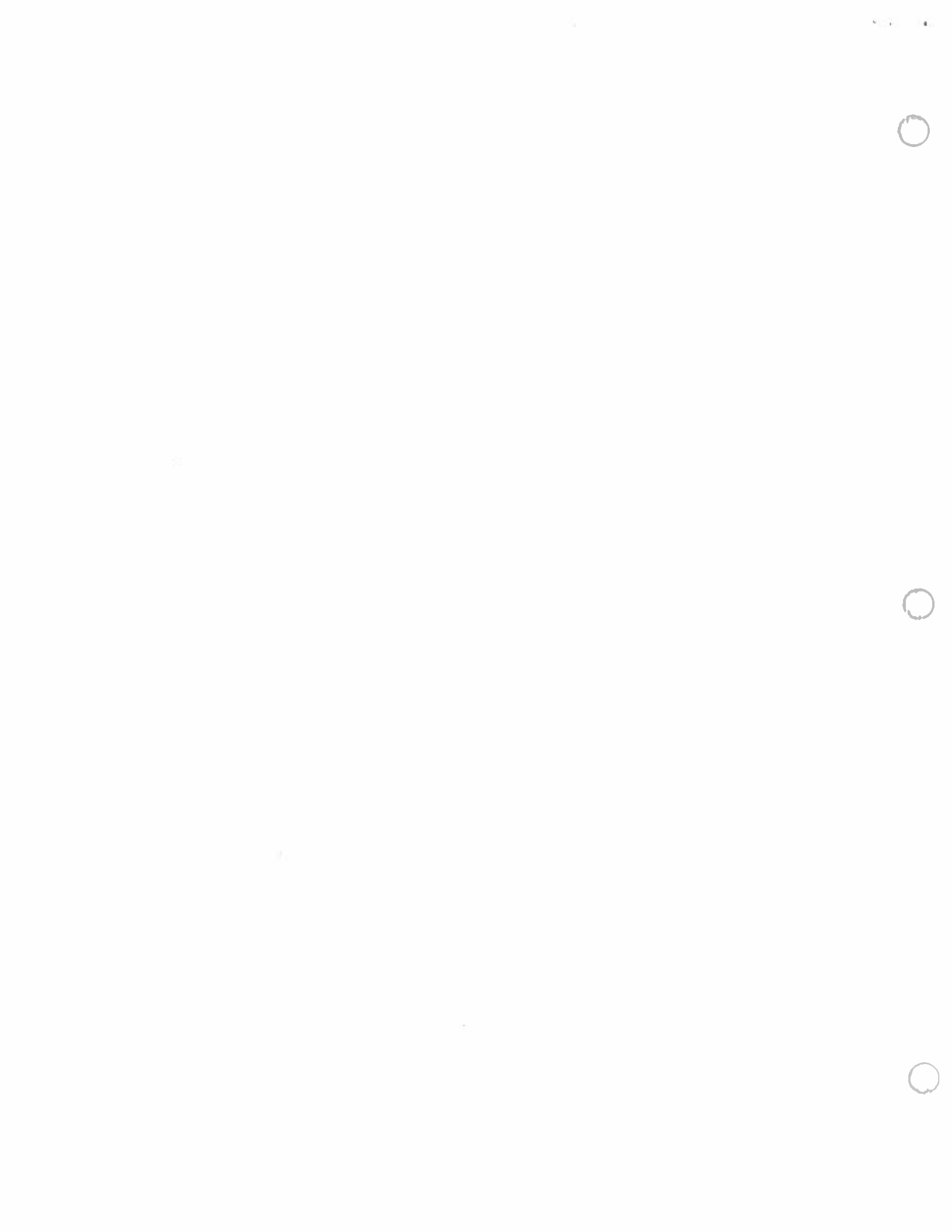
Cardholder Account Summary				
TAMMI MICHALI ##### 8023	Payments & Other Credits \$0.00	Purchases & Other Charges \$673.83	Cash Advances \$0.00	Total Activity \$247.28

Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
07/11	07/12	PBUS01	24692169182100669231880	AMZN Mktp US*MH5GK16T1 Amzn.com/bill WA	\$17.98	O.S.
07/15	07/16	PBUS01	24137489197001214317384	GET GO #3090 ERIE PA	\$1.99	O.S.
07/16	07/17	PBUS01	24431069197083707398494	AMZN MKTP US*MH7862951 AM AMZN.COM/BILL WA	\$5.98	O.S.
07/15	07/17	PBUS01	24789309197907305778715	ERIE TIMES NEWS CIRCULATI 814-8701600 PA	\$35.97	Subscriber
07/16	07/17	PBUS01	24755429198731980247118	PSCE BEHREND COLLEGE 814-8988053 PA	\$216.00	pro.devel
07/17	07/18	PBUS01	24431069198083309560136	AMAZON.COM*MH9YE4UI2 AMZN AMZN COM/BILL WA	\$201.60	books
07/18	07/19	PBUS01	24692169199100910040828	AMZN Mktp US*MH0D65QC0 Amzn.com/bill WA	\$13.99	O.S.
07/19	07/21	PBUS01	24164079200091007626149	TARGET 00012872 ERIE PA	\$4.63	O.S.
07/21	07/22	PBUS01	24692169202100699481644	STAMPS.COM 855-808-2677 CA	\$19.07	postage
07/23	07/24	PBUS01	24137489205001263922738	GIANT EAGLE #4038 ERIE PA	\$1.99	O.S.
07/23	07/25	PBUS01	24137469205500810367123	KOLDROCK WATER 814-452-0200 PA	\$7.25	O.S.
07/30	07/31	PBUS01	24137469212001298040507	GIANT EAGLE #4038 ERIE PA	\$13.87	O.S.
07/30	07/31	PBUS01	24431069211083725509207	AMAZON.COM*MA59X0LK0 AMZN AMZN COM/BILL WA	\$43.85	O.S.
07/31	08/01	PBUS01	24226389213400001133594	SAMSLUB #6675 ERIE PA	\$7.58	O.S.
08/02	08/02		70087509214555214980025	PAYMENT - THANK YOU CLEARFIELD PA	\$426.55-	
08/06	08/07	PBUS01	24137489219001299365302	WEGMANS #075 ERIE PA	\$68.00	str plan mtg
08/06	08/07	PBUS01	24137469219001299365229	GIANT EAGLE #4038 ERIE PA	\$14.08	str. plan mtg 124 O.S. 15

Additional Information About Your Account
 MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH MYCARDSTATEMENT. ENROLL TODAY!

ScoreCard CashBack Earnings as of 08/09/2019					
SCORECARD	Beginning Balance	Current Earned	CashBack Adjusted	Ending Balance	CashBack Payout Date
	\$0.00	\$0.00	\$0.00	\$0.00	05/15/2020

Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PBUS01 001	PURCHASE	E	\$0.00	0.77083%(M)	9.2500%(V)	\$0.00	\$0.00	0.0000%	\$247.28
Cash									
CBUS01 001	CASH	G	\$0.00	0.77083%(M)	9.2500%(V)	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 32		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									





E·C·G·R·A
ERIE COUNTY GAMING REVENUE AUTHORITY

**EXECUTIVE
DIRECTOR'S
REPORT
FOR
OCTOBER
2019**



Ridge Policy Group Activity

ECGRA September 15 – October 15 Report

Major Updates

As you know, ARC granted the City of Erie, PA, \$500,000 for the Broadband Deployment program. Grant funds will expand the Erie Innovation District's Secure Smart City pilot initiative by providing free public Wi-Fi access to Erie's eight federally designated Opportunity Zones. This project is part of a larger effort by the city to recruit, retain, and expand business investments and jobs in the Opportunity Zones. The project will leverage the expertise of a private sector digital technology solutions provider for smart cities. The initiative will provide outdoor Wi-Fi access; urban security solutions, including license plate recognition and traffic monitoring; analytics that can be tracked on a visualization dashboard; and the ability to remotely control street lights.

Ridge Policy Group helped Karl Sanchack from Erie Innovation District significantly with this application process, beginning last year. All activity includes but is not limited to:

- Mark Holman, Zaida Ricker, and Britte Earp meeting with Karen Fabiano at Appalachian Regional Commission (ARC) regarding ARC POWER Projects in February 2018
- Britte Earp discussion with Jill Foy at Northwest Commission about ARC POWER projects in February 2018
- Britte Earp significantly reviewing/ helping to draft the first round of the ARC POWER Grant
- Britte Earp several rounds of conversations with Karl and ARC POWER folks to help with final submission
- Continued conversations this year to help Karl complete the application

Other RPG Relevant Activity

- The PA Senate was accepting authorizations for capital budget projects. Mark Campbell spoke with ECGRA folks and helped to submit for the North East Borough.
- Scheduled and started a regular call with Perry and folks from North East Borough (every two weeks).
- Spoke with Senator Laughlin about Erie priorities at informal event
- Sent relevant updates about what is happening in Congress.





Funding Opportunities	Awards
Erie School District/Mercyhurst University – PAsmart Award	\$ 500,000
Greater Erie Community Action Committee – pre-apprenticeship program	\$ 49,995
ARC Grant – Investing in Appalachia’s Future: ARC 5-year Strategic Plan	\$ 200,000
EDA – Regional Innovation Strategies Assistance to Coal Communities Program	\$ 1,000,000
Millcreek School District Foundation – tax credit	\$ 20,000
City of Erie/Erie Innovation District (ARC POWER grant)	\$ 500,000
Erie Innovation District (EDA grant)	\$ 2,000,000
TOTAL:	\$ 4,269,995



**ECGRA invests in Community Assets
AGENDA**

George Deutch

Welcome

Perry Wood

Intro to Community Assets | ECGRA

Senator Dan Laughlin

**Remarks on ECGRA's Strategic
Investment of Local Share Gaming
Revenue**

Carl Anderson

**Remarks on Investing in Community
Assets**

Mary Jane Koenig

**Remarks on Value of Investing in
Historical Assets**

Lorraine Dolan

**Remarks on ECGRA funding Impact
on Women's Suffrage Exhibit**

CHECK PRESENTATIONS





ECGRA Invests in the Community Assets; Enhances Quality Programs throughout the Region

More than \$146,000 in Grants Awarded

CONTACT: Kate Philips
philips@parkerphilips.com
215.850.4647 | mobile

ERIE, PA (September 30, 2019) Set against an historic backdrop at the Watson-Curtze Mansion, the Erie County Gaming Revenue Authority (ECGRA) announced more than \$146,000 in their 2019 Community Assets Grant Program today, which will be distributed to 15 arts, culture, and heritage organizations across Erie County.

“Arts, culture, and heritage organizations are a smart investment of ECGRA dollars because they enrich the quality of life for all residents,” said Pennsylvania State Senator Dan Laughlin (PA-49). “Each of these grantees is creating an experience that make Erie County a great place to visit and call home.”

ECGRA has invested \$2.038 million in the Community Asset Grant Program, supporting capital improvements and programming which provide social, educational, cultural, health, recreation, and/or economic benefits to residents of Erie County.

“Today’s grants are part of a broader strategic investment model that seeks to improve Erie County’s economic and community outlook,” said Carl Anderson, Erie County Council (District 4). “ECGRA is an integral part of the County’s efforts to improve our economy, our neighborhoods and our quality of life in Erie County. Celebrating history gives us pride to strengthen our efforts to better our community and insure its future.”

“ECGRA’s investment in arts, culture, and heritage encourages entrepreneurs and innovation, enables communities to engage in creative placemaking, plays an integral role in attracting new

residents and businesses by elevating the quality of life, and protects what is unique to Erie County,” said Perry Wood, Executive Director, ECGRA.

The Erie County Chapter of the League of Women Voters was a recipient of this round of grants. For almost 100 years, the League has helped women and men become informed participants in government.

“2020 marks the 100th anniversary of the passage of the 19th Amendment, guaranteeing and protecting women’s constitutional right to vote,” said Lorraine Morse-Dolan, Erie County League of Women Voters. “This Community Asset grant will allow us to continue to tell the story of Erie’s suffrage movement as well as increase voter registration, outreach, education, and voter turnout through knowledge, history, and art.”

The Erie County World War I Centennial Project Chairperson also spoke at today’s event, thanking ECGRA for its investment in its World War I Centennial Commemoration project.

“Thanks to this funding, we will continue to create public programming that serves to educate Erie county citizens about the causes, course, and consequences of World War I, while honoring the heroism and sacrifice of those Erie County men and women who served during the War,” said Mary Jane Koenig, Chairperson, Erie County World War Centennial Committee. “Commemorating the centennial of this global event enhances our local experience and honors our history.”

A maximum of \$15,000 per application; overall \$200,000 per grant cycle. Below is a breakdown of the Community Asset Grants that were announced at today’s event:

Organization	Project	Amount Awarded
AmeriMasala	AmeriMasala Movement	\$8,000.00
Community Access Media	CAM Content Delivery Server Replacement	\$7,000.00
Edinboro Arts & Music Fest	Downtown Edinboro Art & Music Festival	\$10,000.00
Edinboro Highland Games	Edinboro Highland Games & Scottish Festival	\$8,000.00
Erie Yesterday	Heritage Organizations Collaborative Application	\$12,250.00
Film Society of Northwestern PA	Greater Erie Film Office Web Resources Expansion	\$15,000.00
Goodell Gardens & Homestead	Goodell Gardens Tractor Purchase	\$10,000.00
Greater Erie Alliance for Equality	LGBTQ Educational Programming	\$7,000.00
Impact Corry	Corry RAILS Committee Project "A" - Purchase and Restoration of Climax A-313	\$10,000.00

Lake Erie Fanfare	37th Season of Drum Corps Activities in the Erie Area	\$10,000.00
League of Women Voters Erie County Chapter	"Votes for Women", the 19th Amendment 100th Anniversary	\$15,000.00
North East Community Fair Association	New Laptops & Fair Program Updates	\$3,150.00
Presque Isle Chapter, NSDAR	Erie County World War I Centennial Project	\$15,000.00
WQLN Public Media	Our Town 2019-2020: Stories from Fairview and McKean	\$6,000.00
Young Artists Debut Orchestra	YADO's 15th Season	\$10,000.00
TOTAL		\$146,400.00

####



**ECGRA invests in Waterford
AGENDA**

Perry Wood
ECGRA, Exec. Director

ECGRA Invests in Waterford/Emcee

Scott Rastatter
Erie County Council

Remarks on ECGRA Investments in
Waterford

Gary Lee
County of Erie

Remarks on ECGRA investing in
County

Tim LaFlamme
Waterford Borough Council President

Remarks on Waterford investments

Michael Paris
ECGRA, Board Chair

Check Presentations

CHECK PRESENTATIONS

Waterford, Borough Council President

Impact Corry, TBD

Borough of Girard, TBD

Preservation Erie, Melinda Meyer





ECGRA Mission Main Street Investments Supporting Economic Revitalization, Building Local Capacity

Preservation Erie Continues Work to Support Local Communities through Mission Main Street

CONTACT: Kate Philips
philips@parkerphilips.com
215.850.4647 | mobile

WATERFORD, PA (October 8, 2019) The Erie County Gaming Revenue Authority (ECGRA) announced more than \$770,000 to support revitalization projects throughout the County as part of their 2019 Mission Main Street Grant Program at the Judson House in Waterford, PA.

During the event, ECGRA presented \$250K to Preservation Erie to continue its work across Erie County, helping localities plan for and implement Main Street projects. Preservation Erie has successfully helped guide Waterford and Girard Boroughs through a capacity building phase—both have now successfully developed the internal capacity to independently secure this funding and continue their Main Street revitalization projects.

“Local share gaming revenue is making a transformational impact through reinvestment in Erie County’s Main Streets and helping fuel local revitalization efforts through capacity building and matching funds,” County Council Member Scott Rastatter said. “This work is creating a strategic impact beyond check presentations.”

Rastatter was joined by County Councilperson Andre Horton, Erie County Director of Administration, Gary Lee, Waterford Borough Council President Tim LaFlamme, Melinda Meyer of Preservation Erie and ECGRA officials to celebrate the ongoing reinvestment in the region.

“ECGRA’s Mission Main Street Grants are supporting the heartbeat of communities across Erie County,” said Gary Lee, Director of Administration, County of Erie. “As our main streets are reinvigorated, so are our neighborhoods and our local economies. The collaboration with Preservation Erie proves that working to build a good plan, building capacity, and smart investments work.”

“Studies show that improving main streets can drive job creation and promote tourism – two critical economic growth components,” said Perry Wood, Executive Director, ECGRA. “Mission Main Street funding is also sparking collaboration and building local capacity through an effort by

Preservation Erie to help small and rural communities prepare to access these funds. Waterford and Girard would not have been prepared to implement Mission Main Street projects without the guidance and assistance of Preservation Erie—this work will live on beyond today.”

Preservation Erie was a recipient of this round of grants. Founded in 2007, the organization’s mission is to promote, preserve, and enhance the distinctive character of greater Erie through community-based planning, design, and historic preservation. Currently, Preservation Erie is working with Lawrence Park and Union City, where Mission Main Street efforts are in their infancy.

“The built landscape is a tangible expression of our richly layered history,” said Melinda Meyer of Preservation Erie. “Through a series of initiatives and educational and re-grant programs, Preservation Erie is striving to nurture the connectedness of residents to Erie County’s historic places and build a culture of preservation.”

As towns and communities across the region reinvest in local businesses, infrastructure, and neighborhoods, this new round of investments by ECGRA includes a nearly \$250,000 Mission Main Street grant to the Waterford Borough to help preserve the architectural heritage of downtown Waterford.

“The Waterford Borough is excited to begin improvements as well as provide our own neighborhood grants with this funding,” said Tim LaFlamme, Waterford Borough Council President. “These projects will encourage private investment and long-term commitments to the community.”

The Borough of Girard (\$170,000) and Impact Corry (\$202,400) were also awarded Mission Main Street grants.

The Borough of Girard intends to develop a downtown master plan, continue a facade grant program, and develop and implement a marketing strategy for the downtown. Impact Corry will be focusing their revitalizing efforts of the arts to turn an underperforming and underdrawing portion of a city into a sought-after destination.

Mission Main Street grants that were announced today:

Organization	Project	Amount Received
Borough of Girard	Revitalizing Downtown Girard	\$170,000.00
Impact Corry	Building a Real and Virtual Entrepreneurial Ecosystem and Business District	\$202,400.00
	Destination	
Preservation Erie	Building a Culture of Preservation	\$150,000.00
Waterford Borough	Downtown Improvements	\$249,800.00
TOTAL		\$772,200.00

Using national best practices as models for grant making and impact investing since 2008, ECGRA has made and reported on 1,075 grants and loans to 248 nonprofits and municipalities totaling over \$58 million of investments of local share gaming revenue.

ECGRA has set aside \$2.5 million in grants over the next three years for Main Street revitalization. Mission Main Street grantees are required to match ECGRA's \$1.2 million of local share gaming revenue investments, extending the reach of these valuable economic development dollars to \$2.4 million revitalizing main streets across Erie County in the past six years.

ABOUT MISSION MAIN STREET

ECGRA's Mission Main Street Grants is one of three *IMPACT: Neighborhoods & Communities* initiatives invested in and measured by the ECGRA board of directors with the purpose of reinvigorating neighborhoods and main corridors, boosting buy-local efforts, and combating blight.

Mission Main Street Grants were established in 2013 by the ECGRA board of directors to buttress any area recognized as a "main street" — a distinct geographic area host to small businesses, special events, historic structures, green spaces, and parks.

Mission Main Street grant guidelines, available at www.ECGRA.org, were originally written in collaboration with a volunteer committee made up of 19 municipal, nonprofit, and business leaders from across the county.

Applicants can apply for up to \$250,000 over three years for an implementation project, and up to \$10,000 for a one-year planning project. All projects require a 1:1 cash match.

###





Renaissance Block Program Meeting/Listening Session

Special guest: Mary Maxwell, Program Manager, Jamestown Renaissance Block

October 9, 2019

- Welcome
- Introductions
- Program overview
- Prior grantee experience
- Suggestions for improvement
- Mary Maxwell and the Jamestown Experience
- 2020 grant process and schedule





Strategic Planning Committee Meeting

Thursday, October 10, 2019
11:30am – 1:00pm
5240 Knowledge Parkway, Erie, PA 16510

AGENDA

- I. Creating an Iconic Connection between the Bayfront and Downtown (Jefferson Educational Society)

- II. Wayne School Reimagined (Erie Center for Arts & Technology)
 - ~ Daria Devlin
 - ~ 11:35 a.m.

- III. North East Revitalization Fund (Sustain North East)
 - ~ Patrick Gehrlein and Charlene Kerr
 - ~ 12:10 p.m.



Asset Class	Description
Cash	Linked Deposits with local banks, credit unions & CDFIs to accomplish small business financing goals
Fixed Income	Senior and subordinate debt in revolving loans funds, CDFIs, SBA-backed loans, affordable housing projects, social impact bonds targeted to Erie County
Alternative Investments	Growth, venture and working capital for industry and business
Community Facilities	Nonprofit owned and operated publicly accessible facilities that create an economic impact



Project Gateway: Designing an Iconic Connection between Downtown Erie and the Waterfront

Pilot Project Grant Program

Jefferson Educational Society

Mr. Ferki Ferati
3207 State Street
Erie, PA 16508

tredway@jeserie.org
O: 814-459-8000
M: 814-860-9981

Ms. Morgan Adams

3207 State St.
Erie, PA 16508

adams@jeserie.org
O: 814-459-8000
M: 814-806-6660

Application Form

Eligibility

Qualifiers*

All must apply in order to be eligible.

- Applicant is in good standing with ECGRA's reporting requirements to date
- Applicant is in good standing with the IRS and state and local taxing bodies
- Applicant's headquarters is located in Erie County
- Applicant is 501(c)(3), a municipal authority, or a school district
- Applicant will be the recipient of the grant. (Pass through grants are not permissible.)
- Applicant is current on payment of any mandated workers compensation.
- Applicant is current on payment of unemployment or other required employee related insurances.
- Applicant's real estate taxes are not delinquent.

Disqualifiers

If any apply, your organization is not eligible.

Project Information

Project Name*

Project Gateway: Designing an Iconic Connection between Downtown Erie and the Waterfront

Brief Project Summary*

"Project Gateway" will hold a charrette, an intense three-day planning exercise intended to solicit input from a broad cross-section of neighborhood residents and stakeholders, and generate ideas for neighborhood connections to the Bayfront.

Goals (broad) and Objectives (specific) of the project*

The goal of "Project Gateway: Designing an Iconic Connection between Downtown Erie and the Waterfront" is to hold a "charrette," an intense three-day planning exercise intended to solicit input from a broad cross-section of neighborhood residents and stakeholders, and generate ideas for neighborhood connections to the Bayfront. The work of the Cleveland Urban Design Collaborative of Kent State University will generate a report that will include short-term and long-term recommendations.

Goal: We will have the CUDC team come to Erie County and organize logistics for their initiative, conduct the three-day charrette, issue feedback to the community following the third day, and issue a full report of the charrette in the coming months.

Objective: To generate alternative ideas about the iconic connections between Erie's downtown and the Bayfront.

Project Narrative*

Describe your project in detail including the problem you are addressing and what you will do to solve that problem.

The goal of "Project Gateway: Designing an Iconic Connection between Downtown Erie and the Waterfront" is to hold a "charrette," an intense three-day planning exercise intended to solicit input from a broad cross-section of neighborhood residents and stakeholders, and generate ideas for neighborhood connections to the Bayfront. The work of the Cleveland Urban Design Collaborative of Kent State University will generate a report that will include short-term and long-term recommendations.

The CUDC is the outreach division for the College of Architecture and Environmental Design at Kent State University. Based in downtown Cleveland, the professional staff of the CUDC works with communities on a wide range of urban design and planning projects. About 30 to 35 students and staff will produce a series of analytical drawings, diagrams, renderings, design guidelines, and other planning and urban design graphics to be presented to the community. Some of their recent work includes projects related to the revitalization of Toledo's Junction Neighborhood; the removal and redevelopment of a section of the Akron Innerbelt; and public space and transportation improvements in Downtown Youngstown.

Prior to the charrette, the CUDC will work with City of Erie and Erie County staff to identify the study area, define possible outcomes, and collect background information and base data for the neighborhoods. The event will begin with a tour of the waterfront, downtown, and east and west Erie neighborhoods on Thursday, Oct. 17, followed by a series of community meetings and stakeholder interviews to identify strengths, needs, and priorities along the Bayfront Parkway, primarily between Sassafras and Holland streets.

The faculty visited Erie in September after the Jefferson's application was selected in the CUDC's competition and met with key stakeholders to discuss a strategy for community engagement. While in Erie, CUDC were given relevant documents that faculty will incorporate into the student's courses so that when they arrive in town, they will have a keen understanding of the infrastructure challenge. These documents are: *Emerge 2040* - the County Master Plan, *Erie Refocused* - Erie's recent Comprehensive Plan, PennDOT's Bayfront Plan, The Port Authorities past two Master Waterfront Plans, the Downtown Partnership Plan, and a series of projected plans from Civic Center Authority and Harbor Place, as well as a host of articles from the *Erie Times-News* over the past five years. The design team will spend time in the urban core district, neighborhoods, documenting existing conditions, analyzing opportunities and constraints, and speaking directly with residents about their hopes and concerns for the Bayfront Parkway.

Once in Erie, CUDC will be engaged with community activities starting at 8 a.m. and running until 10 p.m. These activities will include site visits, community meetings, team sessions, stakeholder reflection sessions with PennDOT and other Bayfront Stakeholders. CUDC will draft a series of illustrations based on community input and hold a public presentation most likely at the Erie County Library. Feedback from the public is critical to shape the final version of the plan which will be worked on over a series of weeks. A date will be selected to return to Erie for the unveiling of the Charrette project.

Using this information, the CUDC will develop a series of preliminary design recommendations and review them with the community at a public forum held on Saturday night, October 19.

The overarching goal through the charrettes project is to define what *Erie Refocused* has charged: build an "Iconic" connection between Erie's Waterfront and its Downtown that promotes pedestrian, bicycle, and vehicular safety. This "iconic connection" can be a great public space, designed to contribute both to downtown and to the Bayfront and become an economic development generator in its own right. While PennDOT's proposed Bayfront Plan addresses future automobile congestion concerns, it falls short of addressing the connection between the waterfront and downtown. CUDC will work with PennDOT and their preferred plans to find alternative ways to address the vital connection.

Project Justification*

Describe why the pilot project is important and necessary (short and long term) to Erie County. Please provide evidence, research, and surveys documenting the problems. Standalone documents may be uploaded.

The Pilot Project for "Project Gateway: Designing an Iconic Connection between Downtown Erie and the Waterfront" is needed to augment currently proposed plans for Erie's Bayfront development. While those plans address critical issues, this project supplements them by focusing specifically on the connective elements between the downtown and the waterfront, taking into critical consideration the interplay between pedestrian, bicycle, and vehicular traffic.

As stressed in Erie Refocused, pedestrian and bicycle infrastructure must be a priority for future Bayfront development. Having the CUDC charrette occur will ensure this concern is addressed.

Do you anticipate other funding sources?*

Please discuss your matching fund sources and financing partners.

We will be receiving \$5,000 Community Impact Sponsorship from the Erie Community Foundation.

Project Benefits*

Please describe who will benefit and how. Will specific groups be targeted or served?

This conversation will be focused around PennDot's current Bayfront development plan that discusses pedestrian, bicycle, and vehicular traffic, as this will provide additional information to assist in their planning. The community stakeholders will benefit as they will have an opportunity to discuss their ideas and opinions on the topic. Neighborhoods and residents of Erie's downtown and Bayfront areas will benefit as this is where the development will be taking place. Erie's downtown and Bayfront will benefit, as the development will directly affect the traffic between the two areas. Finally, the entire Erie Region will benefit, as the residents in the region will be the ones taking advantage of this development.

Amount Requested from ECGRA*

\$5,000.00

Project Budget*

Please click here to download a budget form

[306129_budget-form-community-assets.xlsx](#)

Long term plans*

Is there a plan to continue the project? How will you sustain the project financially and administratively?

While PennDOT's proposed Bayfront development plan addresses future automobile congestion concerns, it falls short of addressing the connection between the waterfront and downtown. The CUDC will

work with PennDOT to find alternative ways to address the vital connection between the Bayfront and downtown, to ensure it is taking advantage of everything the area has to offer. This connection can be a great public space, designed to contribute both to downtown and to the Bayfront and become an economic development generator in its own right.

As this is a three-day event with a summary report to follow, the financial side to the project will ensure that this charrette discusses all vital areas of this topic.

Project Partners*

Describe project partners and how they will be involved.

Jefferson Educational Society will be involved as lead partner.
 Cleveland Urban Design Collaborative will be involved as they are conducting the charrette.
 Kent State University facilitates the CUDC.
 Erie Community Foundation will be involved as an additional funding sponsor.

Project Support*

Provide evidence of project support within the community. (Letters of support, resolutions, memoranda of understanding, etc. can be uploaded at the end of the application.)

The Erie Community Foundation agreed to supply this project with a Community Impact Sponsorship

Qualifications and Experience*

Description of the qualifications and experience of the project administrators and project leaders.

Ferki Ferati: President of the Jefferson Educational Society; 11 years of experience in civic engagement.
 Ben Spегgen: Vice President of the Jefferson Educational Society; 10 years of experience in civic engagement and project management
 Angela Beaumont: Director of Operations of the Jefferson Educational Society; 25 years of experience in the nonprofit and for-profit industries.
 Michael Fuhrman: Community activist with expertise in the history of Erie's downtown development.
 John Vanco: Community leader with over 5 decades of experience.

Ability to Complete the Project*

Describe your ability to complete the project within the allotted time.

The Jefferson Educational Society has a proven track record in conducting community engagement projects, including but not limited to: over 1,000 community lectures, Urban Land Institute Advisory Service Panel Report, Metro 100 events, Jefferson Dinners, and Jefferson Alliance for Community Projects.

Timeline*

Please provide a project timeline with key milestones (12-month schedule).

CUDC officials visited Erie in September and will return for a day-long session with stakeholders October 8. The CUDC team and students will conduct a three-day-long charrette from Thursday, Oct. 17 to Saturday,

Oct. 19. A preliminary public presentation will be made Saturday, Oct. 19. A final report with public presentation will be issued to the community tentatively in November.

Outcome Measurement*

Please describe how you will analyze the outcomes and gauge success of the project.

The overarching goal through the charrettes project is to define what Erie Refocused has charged: build an "Iconic" connection between Erie's Waterfront and its Downtown that promotes pedestrian, bicycle, and vehicular safety. This "iconic connection" can be a great public space, designed to contribute both to downtown and to the Bayfront and become an economic development generator in its own right. While PennDOT's proposed Bayfront Plan addresses future automobile congestion concerns, it falls short of addressing the connection between the waterfront and downtown. CUDC will work with PennDOT and their preferred plans to find alternative ways to address the vital connection.

Organizational Information

Name of Organization*

Jefferson Educational Society

Organization Mission Statement*

The JES is a nonprofit institution founded to promote civic enlightenment and community progress for Erie. We offer courses, discussions, and lectures which explain the central ideas which have formed the past and assist in exploring the present.

Year Organization Was Established*

2008

Municipality in which headquarters is located*

Erie

County Council District in which headquarters is located*

[Click here to see a County Council District map](#)

County Council District #4

Website Address

www.jeserie.org

Staff/Volunteer Leadership*

List or upload a list of the names and titles of the organization's leadership.

Staff list updated Feb 22.xlsx

Board of Directors*

List or upload a list of the names, email addresses, and occupations of the organization's board members.

Board List for Grants updated Feb 22.xlsx

Annual Summary Statistics

Please click here to download the Annual Summary Statistics form

Additional Documents

Most Recent Annual Report or Year End Review*

Jefferson Educational Society 2019 Annual Report Final web.pdf

Current General Liability Insurance Certificate

_Certificate of General Liability Insurance.pdf

Organization Logo

Letters of Support

Other Supporting Material

Other Supporting Material

Links

Upload a link

File Attachment Summary

Applicant File Uploads

- 306129_budget-form-community-assets.xlsx
- Staff list updated Feb 22.xlsx
- Board List for Grants updated Feb 22.xlsx
- Jefferson Educational Society 2019 Annual Report Final web.pdf
- _Certificate of General Liability Insurance.pdf

Budget (Do not include in-kind)



Category	Amount Requested from ECGRA	Amount Contributed by Agency	Amount(s) Contributed from Other Sources	Breakdown of Other-Source Contributions	Narrative (Include a breakdown of what is entailed in each expense category)	Total
Personnel (15% maximum of the requested amount from ECGRA)		\$7,500.00			Use of the Jefferson Educational Society's team members	\$7,500.00
Marketing						\$0.00
Facility Expense		\$1,000.00			Use of the Jefferson Educational Society's building	\$1,000.00
Project/Programming Insurance						\$0.00
Equipment & Supplies		\$500.00			Printing costs	\$500.00
Contracted Services	\$5,000.00		\$5,000.00		Lodging, food, transportation	\$10,000.00
Construction						\$0.00
Outcomes Measurement & Impact Tracking		\$1,000.00			Audit and Closeout report	\$1,000.00
Other						\$0.00
Totals	\$5,000.00	\$10,000.00	\$5,000.00			\$20,000.00

Name

FERKI FERATI, ED.D.

REVEREND CHARLES BROCK, M.LITT.

BEN SPEGGEN, M.A.

ANGELA BEAUMONT, M.A.

PAT CUNEO, B.A.

MORGAN ADAMS, B.A.

BRADLEY TRIANA, M.F.A

JUDITH LYNCH, PH.D.

ANDREW ROTH, PH.D.

TOM MURPHY, M.S.

MARCIA FARRELL, PH.D.

ZEHRA FERATI

DAVID HULL

Title

President
Director of Brock Institute for Mega Issues Education
Director of Operations
Project Manager/Executive Assistant to Director of Brock Institute
Publications Coordinator
Administrative Assistant
Building Manager
Scholar-in-Residence/Jefferson Decadian Scholar
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First Name	Last Name	Position
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Charles M.	Caryl	Treasurer
Paul	Gambill	Director
Baher	Ghosheh	Director
Johnny	Johnson	Director
William	Koehle	Director
Ashley	Lawson	Director
Judith M.	Lynch	Director
Dale	McBrier	Director
Maureen	McClure	Director
Christopher	Miller	Director
Doris	Pinski	Director
Bruce	Raimy	Vice-Chair
Christine	Riehl	Director
Denise	Robison Mullen	Director
Joyce A.	Savocchio	Chair
William C.	Sennett	Director
Michael	Songer	Director
Timothy	Spaeder	Director
Jeffrey J.	Szumigale	Director
Adam	Welsh	Director
Emeritus		
Thomas	Hagen	Director Emeritus

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tbh@customeng.com , carolyn@customeng.com

Erie County Gaming Revenue Authority

Prequalification for Mission-Related Investments



The pre-qualification process will determine if an applicant has the requisite resources and experience to be considered for a mission-related investment under the Authority's Impact Investment Strategy for Small Business Financing. If the applicant does not meet the requirements set forth, they may apply for pre-qualification in the alternative justifying the reasons.

Daria Devlin
Contact Name

Erie Center for Arts & Technology (ECAT)
Organization

Address 1
P.O. Box 6214, Erie, PA 16512
OR
650 East Avenue, Erie PA 16503

Address 2

City/State/Zip Code

814-460-5387
Phone Number

Fax Number

daria@eriecat.org
Email Address

Project Name:
Wayne School Reimagined

Project Description:
Please see attached white paper



Choose Asset Class:

<input type="checkbox"/> Cash	Linked deposits with local banks, credit unions, and CDFIs to accomplish small business financing goals
<input type="checkbox"/> Fixed Income	Senior and subordinate debt in revolving loans funds, SBA-backed loans, affordable housing projects, social impact bonds targeted to Erie County
<input type="checkbox"/> Alternative Investments	Growth, venture, and working capital for industry and business
<input checked="" type="checkbox"/> Community Facilities	Private, nonprofit owned and operated publicly accessible facilities that create an economic impact

Amount Requested: \$ _____

- The applicant meets the qualifications
- The applicant will be applying in the alternative

Pre-Qualification Requirements

Applicant must affirm the following:

- Applicant must have at least two years of experience in the asset class they are requesting funds through.
- Applicant must have a record of financial success in the asset class.
- Applicant must have experience in serving the Erie County, Pennsylvania market.
- Applicant must be willing to have a physical location in Erie County, Pennsylvania.

Applicants shall provide the following information:

Financials

- The current balance sheet and income statement
- Most recent financial audit
- A list of any credit lines, including the identification of the financial institutions holding the credit line, contact name and phone number at the institution, current total line of credit, current balance available, and effective date of the state balances

- A list of other funders/investors that are currently participating in the financing of your organization, the amounts they are providing, the type of financial support, contact name and phone number at the institution

Please see attached Sources and Uses Document

- Proof of directors and officers liability insurance

Organizational

- A list of the organization's principals and their contact information.
Please see attached board list
- A description of the staffing capacity, expertise and organizational structure.
- A history of your organization's experience in the asset class.
- Proof of any community development designations or credentials.
- A documented plan to engage historically underutilized businesses and disadvantaged populations in distressed census tracts and industries.

Litigation

- A description of any suits or arbitration proceedings your organization has been involved in the last five years.
- A description of any judgments, claims, arbitration proceedings or suits involving principals or employees pending outstanding against your organization or its officers.
- Disclose if your organization, its officers, owners or agents have ever been convicted of charges relating to conflicts of interest, bribery, or been barred from doing business with public agencies?

References

- Provide project specific references along with contact information.

Other

- Applicant should provide anything other information that is relevant to assisting ECGRA and the Review Committee in their assessment.



***Wayne School Reimagined:
Job training, arts education, entrepreneurship, healthcare and community
revitalization on Erie's Eastside***

Organizational Background:

The Erie Center for Arts and Technology (ECAT), a 501(c)(3) nonprofit organization, is a community-based educational arts and career training facility that inspires, educates and empowers people of all ages with adult job training and creative youth programs. Transforming minds and launching careers, ECAT strives to realize the genius in everyone and enables youth and adults alike to become productive and successful members of society.

ECAT is a local replication of the Manchester Bidwell Education Model, which creates empowering educational environments based on the framework created by Bill Strickland in Pittsburgh in the 1960's. Having led this work for over 50 years, Mr. Strickland remains an influential advocate for Erie and has pledged to leverage his political and corporate network to support the work beginning here. Locally, ECAT represents the culmination of more than five years of feasibility study, which began when a group of local business leaders saw the value of bringing the model to our community. This feasibility study was initiated by the Erie Regional Chamber & Growth Partnership and was supported by philanthropic investment in excess of \$250,000.

Although new to Erie, the Manchester Bidwell model has been successfully replicated in more than 10 communities across the U.S., including Cleveland, Buffalo, Cincinnati, New Haven, Chicago, Grand Rapids and, in our Commonwealth, in Sharon and Brockway, PA. Importantly, the model allows communities to meet local hiring and training needs by providing participants with tools for success in work and in life. Local and national data indicates that nearly 100% of youth participants graduate from high school on time and that 80% of adult participants secure and retain middle wage jobs. In Brockway, PA and Grand Rapids, MI, centers are reporting that 50% of graduates are no longer in need of public assistance within two years of graduation from their respective job training programs. By replicating this success, ECAT will provide a two-generational approach to help Erie families break the cycle of poverty and will rely on a combination of state grants, fundraising and income from its lease holdings inside the Wayne building to support its own organizational sustainability plan.

ECAT's work is inspired by the philosophy of Bill Strickland, which is elegant in its simplicity: 1. Environment shapes behavior; 2. All people are assets; and 3. Creativity fuels enterprise. Guided by this philosophy, ECAT presents two platforms for engagement with Erie's at-risk youth and adults. Both platforms are provided together in a world-class facility— a place of light, beauty, openness, inclusion and respect— that represents a stark contrast to the physical and emotional characteristics of poverty. **Both platforms are also offered at no cost to any student.** These platforms are:

- Visual arts-based education offered during out-of-school time, for high school students who are most at risk of dropping out. Programs, which will include photography, ceramics, digital and design arts, are designed to grow 21st century skills and foster a connection to success in high school and beyond.
- No cost, industry-driven workforce training in middle skills, middle wage jobs for unemployed and underemployed adults in Erie County. Importantly, this training is based on a unique combination of full-time coursework, technical skill-building, personal growth development, externship and career placement to create a pathway to job retention and success.

Wayne School Project:

After extensive search, the former Wayne School (650 East Avenue) was chosen as the ideal site for ECAT's programming due to its location in one of Erie's most distressed neighborhoods and its co-location with Wayne Primary Healthcare (operated by Primary Health Network), which has been in the building since 2012. For its part, Primary Health Network (PHN) is the largest Federally Qualified Health Center (FQHC) in Pennsylvania, with over 50 sites in 17 counties in PA and OH. Throughout its network, PHN employs a medical staff that consists of over 165 physicians, dentists, physician assistants, certified nurse practitioners and other health professionals as well as 600 support staff. With PHN as an anchor tenant and partner, ECAT will fully renovate Wayne School, transforming this historic and prominent blighted property into a community hub for innovation, healthcare, job training and the arts.

Plans for full renovation and buildout of the former Wayne School include:

- 10,000 square foot expansion for Primary Health Network including expanded primary services at Wayne Primary Care, additional specialty offices and a pharmacy, bringing the total healthcare footprint to roughly 17,800 square feet.
- Gym space and gallery space for community events, art exhibits and rentals
- 16,000 square feet for ECAT programming, which will initially include photography and digital arts classes for high school students, as well a certified Medical Assistant with Phlebotomy adult training program— all offered at no cost. Additional programs are being explored in Pharmacy

Tech and Medical Billing/Coding/Claims and Advanced Manufacturing (through a partnership with *Tech After Hours*)

- 16,000 square feet available for commercial lease (tenant relationships to be informed by data collected through the 2019 Community Health Census project currently underway in this neighborhood with priority given to social service/nonprofit organizations in need of incubator space)

Project Status:

ECAT has closed on the purchase of Wayne School from the Erie School District for a price of \$250,000. In its agreement, ECAT has also committed that it will not apply for a property tax exemption for the building and will immediately begin paying property taxes at the close of the deal.

Primary Health Network will serve as the anchor tenant and has committed to a 10-year lease with ECAT for 17,800 square feet of space at a rate of \$23/sq. ft. ECAT is currently in discussion with another medical provider and a potential daycare provider to rent PHN's existing 5000 square feet on the ground floor. We have also been contacted by a number of other nonprofit organizations including Creative Community Connectors (the parent organization of the Blue Coats), Second Harvest Food Bank and the MLK Center to rent office space in the renovated building. Finally, we expect to use data from the recently-completed 2019 Community Health Census in order to identify additional tenants that best meet the needs of the neighborhood and its residents.

Importantly, ECAT's Wayne project has been designed to fully utilize the 2019 Community Health Census data as well as demonstrate investment in the Wayne School neighborhood that can be leveraged for additional community health projects, particularly those that are aligned with national funders like the Kresge and Robert Wood Johnson Foundations. To date, Erie has largely struggled to access these national funding sources but, through strategic design of projects in and around Wayne, could position itself to make a successful case for large-scale community health investment in this neighborhood and beyond.

ECAT has engaged Spaulding Banks Project Management (PBPMI) to manage the construction and renovation project. ECAT has also engaged Avon Graff LLC as the architectural firm. Final construction drawings are currently underway with an intent to break ground this fall and for the building to be ready for full operation in Fall 2020.

Total Project Cost: \$9,000,000

Amount	Source	Status
\$3,000,000	New Market Tax Credit allocation	Confirmed
\$1,000,000	Leverage loan from CCG	Confirmed
\$1,000,000	Philanthropic gifts	Confirmed
\$500,000	Philanthropic gifts	Pending
\$500,000	Grants (DCED and ECGRA)	Pending
\$3,000,000	TBD	Pending

On August 16, 2019, the Wayne School project was approved for a New Market Tax Credit (NMTC) allocation of \$8 million by Commonwealth Cornerstone Group (CCG), a certified CDE for purposes of the federal NMTC opportunity. ECAT has also requested an additional \$1 million of NMTC allocation from PNC Bank and this request is currently under review. Together, these allocations will result in \$3 million of capital investment into our project, representing roughly 1/3 of the total capital stack. In order to qualify for the NMTC investment, ECAT must secure interest-only, unsecured loans or grants for the balance of the project cost, of which \$2 million has already been secured. ECAT estimates that it can raise an additional \$1 million through a combination of state grants (Keystone Communities and ECGRA Anchor Building) and donor commitments. **This leaves a funding gap of \$3 million.** Importantly, if ECAT is not able to build the entire capital stack within the next few months, we will lose the NMTC allocation and these federal tax credit dollars will be re-allocated to a community other than Erie. **As a result, ECAT is requesting that ECGRA participate directly in the debt financing of this \$3 million OR provide a guarantee to be used with local bank financing.**



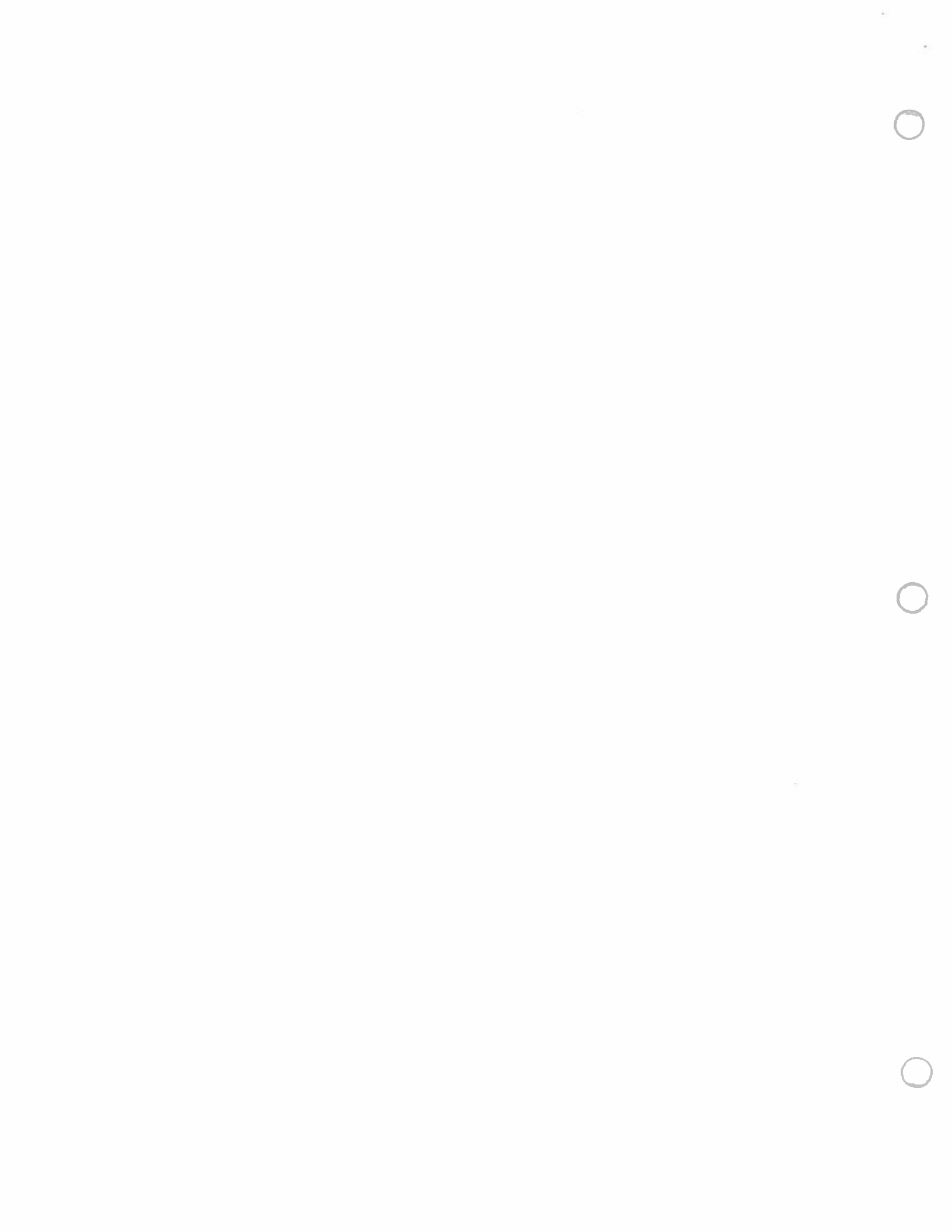
CULTIVATING THE GENIUS IN EVERYONE

**Wayne School Reimagined: Purchase and Renovation Project
Sources and Uses Document**

USE	Needed for NMTC Closing	Post NMTC Closing	Total Project
Purchase		\$250,000.00	
Renovation	\$6,320,000.00		
Contingency	\$632,000.00		
Project Management	\$278,080.00		
Architecture & Engineering	\$275,000.00		
Legal	\$200,000.00		
Asbestos	\$291,800.00		
Asbestos PHN	\$310,200.00		
ECAT FFE		\$500,000.00	
PHN Buildout	\$1,600,000.00		
ECAT Operating support Year 1 and 2		\$400,000.00	
Total Expense	\$9,907,080.00	\$1,150,000.00	\$11,057,080.00

SOURCE

New Market investment	\$3,152,000.00		
CCG leverage loan	\$1,000,000.00		
Bank leverage loan	\$3,000,000.00		
HHF	\$1,000,000.00		
Donors/grants	\$1,650,000.00		
ECGRA Anchor Bldg request	\$100,000.00		
RACP request		\$500,000.00	
ECF grant request		\$1,000,000.00	
Total income	\$9,902,000.00	\$1,500,000.00	\$11,402,000.00



LEASE AGREEMENT

1. PARTIES

THIS LEASE is made as of the ___ day of _____, 2019 (the "Effective Date"), between **Erie Center for Arts and Technology, Inc.**, a Pennsylvania non-profit corporation, having an address of 650 East Avenue, Erie, PA 16501 (hereinafter referred to as "Landlord"), and **Primary Health Network**, a Pennsylvania non-profit corporation, having an office at Sharon, PA (hereinafter referred to as "Tenant").

2. PREMISES

With the intent to be legally bound, and in consideration of the rents, charges, covenants, and agreements herein contained, and subject to the terms, covenants and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant does hereby lease from Landlord that certain space shown on the plan attached hereto as **Exhibit "A"**, and incorporated into this Lease by reference, consisting of approximately **17,800** square feet (hereinafter sometimes referred to as the "Premises") and being a part of the building located at **650 East Avenue, Erie, Pennsylvania** (hereinafter referred to as the "Building").

3. TERM

- (a) The term of this Lease shall be **ten (10) years** and shall commence when renovations to the Premises are complete and an occupancy permit is secured (hereinafter referred to as the "Commencement Date"). A Commencement Date Memorandum, a form of which is attached hereto as **Exhibit "B"** shall be executed by the parties to memorialize the Commencement Date.
- (b) The term of this Lease shall end at 11:59 PM on the date that is 10 years following the Commencement Date (hereinafter referred to as the "Expiration Date"), unless extended or sooner terminated, as hereinafter provided. A Commencement Date Memorandum, a form of which is attached hereto as **Exhibit "B"**, shall be executed by the parties to memorialize the Expiration Date.
- (c) Tenant shall have the right and option to extend the term of this Lease for **one (1) additional two (2) year** period (the "Renewal Term") if (a) Landlord receives notice of exercise of such option ("Renewal Notice") no later than **ninety (90) days** prior to the Expiration Date; and (b) Tenant is not in default under the Lease beyond any applicable cure periods at the time of submission of the Renewal Notice. If Tenant timely delivers a Renewal Notice, all of the terms and conditions of the Lease shall apply to the Renewal Term.

4. HOLDING OVER

If Tenant retains possession of the Premises after the expiration or termination of the term of this Lease by lapse of time or otherwise, with or without Landlord's consent, the tenancy shall be deemed month-to-month and shall be terminable by Landlord or Tenant with at least thirty (30) days notice to the other party. During such hold over period, Tenant shall pay Basic Monthly Rent and Additional Rent equivalent to 125% of the rate paid in the final month prior to the expiration of the then current term. Provided, however, if the parties are engaged in good faith negotiations to extend this Lease then no premium for holdover shall be charged to Tenant.

5. LANDLORD'S WORK

Landlord shall undertake and complete such work to the Premises as has been agreed to by the parties ~~and is as~~ detailed on the attached plans and drawings attached hereto as Exhibit "C" prior to the Commencement Date (the Landlord's Work). For the avoidance of doubt, the Landlord's Work only includes the actual construction and buildout of the Premises as detailed on the attached plans and drawings, and does not include any furniture, fixtures, or equipment even if such items are depicted on the attached plans and drawings. Tenant understands and agrees the Landlord's Work cannot be completed until the plans and drawings are approved and building permits have been issued by the City of Erie Code Enforcement or other relevant municipal authority. Tenant further understands and agrees that it is Tenant's obligation to secure such approvals and permits from the City of Erie Code Enforcement or other relevant municipal authority and Landlord shall have no obligation to secure such approvals or permits.

6. RENT

Tenant shall pay to Landlord at its office or at such other place as Landlord may designate from time to time in writing to Tenant, in advance and without demand, beginning on the Commencement Date, payable on or before the first business day of each calendar month, in equal monthly installments, collectively referred to as "Basic Monthly Rent", as follows:

Months	Rent/SF	Annual	Monthly
1 - 60	\$23	\$409,400	\$34,116.67
61-120	\$24.15	\$429,870	\$35,822.50

In the event the term of this Lease commences on a day other than the first business day of a calendar month, Tenant shall pay to Landlord, on the Commencement Date or as soon as reasonably practical thereafter, a pro rata portion of the Basic Monthly Rent, such pro rata portion to be based on the number of days remaining in such partial month after the Commencement Date of the term. Tenant hereby covenants and agrees to pay the Basic Monthly Rent hereby reserved as and when due, and also all other sums of money, rental adjustments, charges or other amounts required to be paid by Tenant to Landlord or to another person under this Lease, which shall be deemed to be additional rent to be paid in addition to the Basic Monthly Rent provided for herein ("Additional Rent"), such other amounts to be paid within thirty (30) days from the date of Landlord's invoice, unless otherwise provided herein.

7. UTILITIES

Tenant shall arrange for and shall make payment directly to the appropriate utility companies for all gas and electric service for the Premises. Landlord shall provide or install, as the case may be, at Landlord's sole cost and expense, all facilities necessary for provider(s) to service Premises with all necessary utilities, including but limited to, plumbing, gas lines, and meters up to the perimeter of the Premises.

8. REAL ESTATE TAXES

Landlord shall pay, when due, any and all (whether ad valorem or special assessments) Real Estate Taxes imposed or assessed on the Land, Building or Premises. "Real Estate Taxes" means all real estate taxes, assessments, rates and charges and other governmental levies, impositions or charges, whether general, special, ordinary, extraordinary, foreseen or unforeseen, which may be assessed, levied or imposed upon all or any part of the Building.

Tenant shall reimburse Landlord twenty-four percent (24%) of the annual Real Estate Taxes for the Building. Landlord shall provide an annual invoice to Tenant which shall include copies of all tax bills and Tenant shall pay to Landlord such invoice within thirty (30) days following receipt of said statement.

9. OPERATING EXPENSES

Tenant agrees to pay to Landlord each Lease Year, in the manner hereinafter provided, Tenant's Pro Rata Share (presently at 24%) of all costs and expenses (the "Operating Costs") of every kind and nature paid or incurred by Landlord, or for which Landlord is obligated during said lease year, for operating, equipping, policing and protecting, lighting, insuring, repairing, and maintaining (i) the common areas, and (ii) all other areas and facilities and buildings (excluding roof, foundation and all structural components, which shall be the Landlord's sole responsibility) used in the maintenance and operation of the Building. Such costs and expenses shall include, but not be limited to, the costs and expenses incurred in the following: providing all common area utilities (including all energy costs); illumination and maintenance of signs, whether located on or off the Premises; cleaning, lighting, snow removal and landscaping; security control and fire protection; premiums for liability and property damage insurance, including insurance against vandals, plate glass breakage, fire and extended coverage insurance and related coverage as determined by Landlord, maintaining the equipment, inclusive of HVAC Systems, repair, maintenance and cleaning of such areas; operating costs, maintenance, repair and of mechanical equipment, lighting fixtures (including replacement of tubes and bulbs), fire sprinkler systems (unless dedicated exclusively to the Premises which shall be the sole responsibility of Tenant), security alarm systems, parking lot resealing, re-striping and minor patching, but excluding repaving, and all other items of equipment used in connection with such areas or the central mechanical plant serving the Building. Also included in this definition are the cost of all electricity, water and sewer if applicable. For the avoidance of doubt, the Operating Costs shall exclude any item(s) which would be considered capital in nature.

10. USE OF PREMISES

Tenant shall use and occupy the Premises only for medical office purposes and related administrative functions unless otherwise approved in writing in advance by Landlord. Tenant shall comply with all applicable laws, statutes, and ordinances relating to Tenant's business operation and its use and occupancy of the Premises.

11. PROHIBITED USES

Landlord agrees that it shall not lease any space in the Building to any (i) health club, bar, lounge, adult bookstore, news stand, bingo hall, video arcade, tattoo parlor, liquor or beer store, drug paraphernalia shop, or (ii) tenant whose use of the space creates disturbances, loud noise, vibrations, disagreeable or noxious odors, zoning violations or (iii) tenant whose use of the space is improper, illegal or immoral, using the generally accepted moral standards of the Erie, Pennsylvania metropolitan area.

Notwithstanding anything herein to the contrary, and in addition to the foregoing, Tenant shall not operate, and shall not allow any subtenant to operate, on the Premises any trade or business consisting of the following: (a) developing or holding intangibles for sale or license, (b) operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, (c) farming, as such term is defined in Section 2032A(e)(5)(A) or (B) of the Internal Revenue Code, as amended from time to time (the "Code"), or (d) residential rental property, as defined in Section 168(e)(2)(A) of the Code (collectively, the "Prohibited Activities"), nor shall it assign this Lease or enter into any sublease with a tenant which intends to operate any of the Prohibited Activities on the Leased Premises. Tenant shall comply with all requirements relating to the operation of a "qualified business" under Section 45D of the Code and the Treasury Regulations promulgated thereunder. The failure of the Tenant or any subtenant to comply with the prohibitions of this Section 11 or failure of the Tenant to enforce prohibitions set forth in this Section 11 against any subtenant will be a basis for immediate termination of this Lease.

12. ALTERATIONS

Tenant shall make no alterations, installations, additions, improvements or changes in or to the Premises without the consent of Landlord, which consent shall not be unreasonably withheld or delayed. Subject to obtaining the prior consent of Landlord and subject to the provisions of this Section 11, Tenant, at Tenant's expense, may make alterations, installations, additions, improvements, changes in or to the interior of the Premises which are nonstructural and which do not affect utility services or distribution systems, mechanical systems, or plumbing, electrical or sprinkler lines. All such alterations, installations, additions, improvements, or changes, along with the construction and other items of work done shall become a part of the Premises when made and

shall remain upon and be surrendered with the Premises at the end of the term. Tenant shall pay the cost of all such improvements, installations, alterations, additions or changes, and also the costs of decorating or redecorating the Premises occasioned by such improvements, installations, alterations, additions, or changes. All such improvements, installations, alterations, additions or changes shall comply with all insurance requirements and with all laws, ordinances, rules and regulations of all governmental authorities, and shall be constructed in a good and workmanlike manner, and only good grades of materials shall be used. Tenant shall permit Landlord to inspect construction operations in connection with such work upon reasonable written notice.

13. ASSIGNMENT AND SUBLETTING

Except as expressly permitted herein, Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet the Premises or permit the Premises to be occupied or used by anyone other than Tenant or its employees without Landlord's prior consent, which Landlord agrees to not unreasonably withhold or delay. Notwithstanding anything to the contrary herein, Tenant shall have the right to enter into an assignment or sublease without Landlord's consent with (a) any entity resulting from a merger or consolidation with Tenant, (b) any entity succeeding to the business and assets of Tenant or (c) any affiliate, subsidiary or entity owned and operated by Tenant in whole or in part or under common ownership or control with Tenant.

In the event that any subletting or assignment, even with the consent of Landlord, results in rental income or other charges in an amount greater than provided in this Lease, attributable to the sublet or assigned space, then such excess shall belong to Tenant. Similarly, in the event that Tenant should receive from its subtenant or assignee any consideration for the making of such subletting or assignment, even if such subletting or assignment is consented to by Landlord, such consideration shall belong to Tenant.

Each assignee shall assume, and be deemed to have assumed, this Lease and be and remain liable jointly and severally with Tenant for all payments and for the due performance of all terms, covenants and conditions herein contained on Tenant's part to be paid and performed. No assignment shall be binding upon Landlord unless the assignee shall deliver to Landlord an instrument in recordable form containing a covenant of assumption by the assignee of its obligations hereunder, but the failure or refusal of an assignee to execute the same shall not release such assignee from its liability as set forth herein.

Any consent by Landlord shall not constitute a waiver of strict future compliance by Tenant with the provisions of this Section 14 or a release of Tenant from the full performance by it of the covenants on its part herein contained. No sublease or assignment shall in any event relieve Tenant from the faithful performance of its responsibilities, covenants and duties under this Lease, including but not limited to the payment of Basis Monthly Rent and Additional Rent.

14. ACCESS TO PREMISES

Landlord, its employees and agents shall have the right to enter the Premises at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers, mortgagees, or tenants of the Building, performing cleaning and maintenance, and making such

alterations, repairs, improvements or additions to the Premises or to the Building as Landlord may deem necessary or desirable, upon at least two (2) days prior written notice to Tenant, excepting in an emergency. If representatives of Tenant shall not be present to open and permit entry into the Premises at any time when such entry by Landlord is necessary or permitted hereunder, Landlord, its employees and agents may enter (forcibly in the event of an emergency), without liability of Landlord to Tenant and without such entry constituting any eviction of Tenant or termination of this Lease. Landlord must notify Tenant as soon as reasonably possible of entrance in an emergency.

Notwithstanding the foregoing, Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Paragraph, except for an emergency entry into the Premises or when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored.

Tenant shall have access to the Building and the Premises twenty-four (24) hours per day, seven (7) days per week and fifty two (52) weeks per year.

15. REPAIRS AND MAINTENANCE

Landlord shall keep the foundation, exterior walls, doors and windows, plumbing and electrical systems outside the Premises, parking lots and sidewalks (including snow removal by 7:00AM daily), landscaping and roof of the Building in good repair, except that Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, customers, licensees and concessionaires, which repairs shall be made by Landlord and reimbursed by Tenant. Landlord shall also be responsible for cleaning of the interior common areas including halls, restrooms, and kitchen. If Landlord fails to make such repairs or maintenance within thirty (30) days after receipt of notice from Tenant, or sooner if required in the case of emergency, then Tenant may, at its option, make such repairs or maintenance, and deduct the reasonable cost of such repairs from the next monthly installment of Basic Monthly Rent and Additional Rent due hereunder.

Except as otherwise expressly provided herein, Tenant covenants and agrees with Landlord, at Tenant's expense, to maintain the Premises (including all leasehold improvements or Alterations), in good repair, reasonable wear and tear excepted, and to repair or replace any damage or injury done to the Premises or Buildings (including the leasehold improvements, furniture, fixtures or equipment of Tenant or other tenants in the Buildings) caused by Tenant or Tenant's agents, employees, invitees, or visitors. Tenant shall be responsible for cleaning of interior spaces in the Premises and its own medical waste removal, if required. All repairs shall be performed in a good and workmanlike manner, using Building standard materials or better.

16. SURRENDER OF PREMISES

Upon the expiration or other termination of this Lease, Tenant shall surrender possession of the Premises to Landlord, free of subleases and occupants, and in as good order and condition as when Tenant took possession and (except as otherwise provided below) as thereafter improved by Landlord and/or Tenant, excepting only reasonable wear and tear and damage by casualty for which, under the terms of this Lease, Tenant has no responsibility. Tenant shall, at its expense, remove from the Premises all of Tenant's personal property and trade fixtures, repair all damage to the Premises and the Buildings resulting from such removal and leave the Premises in broom clean condition with all refuse removed. Any personal property, trade fixtures and miscellaneous items not permanently affixed to the leasehold (or would otherwise not be considered a fixture that attaches to the Buildings and/or Premises and would thus be considered property of the Landlord upon expiration or termination of the Lease) that have not been so removed shall be deemed to have been abandoned by Tenant, and may either be retained by Landlord or removed and disposed of by Landlord upon five (5) days written notice to Tenant.

17. MUTUAL WAIVER OF CLAIMS

Tenant agrees, to the extent not expressly prohibited by law, that Landlord, its agents, employees and servants shall not be liable for, and Tenant waives all claims against Landlord, its agents, employees and servants for injury to person or damage to property sustained by Tenant or any other person occurring in or about the Building or the Premises, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises, the Building or any part thereof or from equipment or appurtenances becoming out of repair or from accident, or from any occurrence or act, or omission of any tenant or occupant of the Building, or of any other person, other than occasioned solely by the negligence of the Landlord, its agents, servants and/or employees. This Section 16 shall apply especially, but not exclusively, to injury or damage caused as aforesaid or by the flooding of basements or other subsurface areas or by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or omission of other tenants or occupants in the Building or any other persons, and whether such damage be caused by or result from anything or circumstance whether of a like or wholly different nature.

Landlord agrees, to the extent not expressly prohibited by law, that Tenant, its agents, employees and servants shall not be liable for, and Landlord waives all claims against Tenant, its agents, employees and servants for injury to person or damage to property sustained by Landlord or any other person occurring in or about the Building or the Premises, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises, the Building or any part thereof or from equipment or appurtenances becoming out of repair or from accident, or from any occurrence or act, or omission of any tenant or occupant of the Building, or of any other person, other than occasioned solely by the negligence of the Tenant, its agents, servants and/or employees. This Section 16 shall apply especially, but not exclusively, to injury or damage caused as aforesaid or by the flooding of basements or other subsurface areas or by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold,

falling plaster, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or omission of other tenants or occupants in the Building or any other persons, and whether such damage be caused by or result from anything or circumstance whether of a like or wholly different nature.

18. LIABILITY, INDEMNIFICATION AND INSURANCE

- (a) Tenant covenants and agrees to provide on or before the commencement of the term and to keep in force during the entire term of this Lease: (1) comprehensive general liability insurance for the mutual benefit of Landlord and Tenant relating to the Premises and its appurtenances in an amount of not less than \$1,000,000.00 in respect of personal injury or death and of not less than \$500,000.00 in respect of property damage, which insurance shall name Landlord as an additional insured; (2) fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance in an amount adequate to cover the cost of replacement of all leasehold or building improvements in the Premises which were originally constructed or provided by or on behalf of Tenant, at Tenant's cost, as well as the cost of replacement of all fixtures, equipment, decoration, contents and personal property therein; and (4) if there is a special installation of a boiler or air conditioning equipment specifically for Tenant's sole benefit, in, on, adjoining, or beneath the Premises, or elsewhere in the Building, broad-form, boiler or machine insurance in the amount of Two Hundred Fifty Thousand (\$250,000.00). Tenant agrees to deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter upon request, a certificate of insurance evidencing such coverage.
- (b) All such insurance may be carried under a blanket policy covering the Premises and any other of Tenant's offices or properties and shall contain endorsements that: (1) such insurance may not be canceled, or fail to be renewed, or amended with respect to Landlord and/or its designee(s), except upon ten (10) days prior written notice, to Landlord; and (2) Tenant shall be solely responsible for payment of premiums for such insurance.
- (c) Tenant will indemnify, save harmless, and defend Landlord from and against any and all claims and demands in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly out of the business conducted in the Premises or occurring in, on or about the Premises, or arising from any negligent act or omission of Tenant or its licensees, servants, agents, employees, or contractors, and from and against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon. The commercial general liability coverage maintained by Tenant pursuant to subsection (a) above shall specifically insure the contractual obligations of Tenant as set forth herein.
- (d) Landlord agrees to maintain, at its sole cost and expense: (1) commercial general liability insurance relating to the Building and its common areas on an occurrence basis in commercially reasonable amounts equivalent to what is commercially standard for similar buildings in the region, but not less than two million dollars (\$2,000,000.00); (2) fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance to

the extent of the replacement value of the Building and improvements originally constructed by Landlord (3) all risk property insurance at minimum limits necessary to cover the Building and all improvements at replacement cost.

- (e) Landlord will indemnify, save harmless, and defend Tenant from and against any and all claims and demands in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly out of the Landlord's business conducted in the Building or occurring in, on or about the common areas, the parking areas, and the sidewalks, or arising directly or indirectly from any act or omission of Landlord or its servants, agents, employees, or contractors, and from and against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon. The commercial general liability coverage maintained by Landlord pursuant shall specifically insure the contractual obligations of Landlord as set forth herein.

19. FIRE OR OTHER CASUALTY

Landlord shall maintain coverage under a standard fire and casualty insurance policy with approved standard extended coverage endorsement applicable to the Premises and except as otherwise provided herein, to the extent it recovers proceeds from such insurance, shall repair and/or rebuild the same with reasonable diligence and to substantially the same condition as prior to said casualty. If there should be an interference with the operation of Tenant's business in the Premises as a result of such damage or destruction which damage or destruction requires Tenant to temporarily close its business to the public, Basic Rent and Additional Rent shall abate for the period from said casualty to Tenant re-opening for business in the Premises. Unless this Lease is terminated by Landlord as hereinafter provided, Landlord shall, at its cost and expense, repair, restore, redecorate and re-fixture the Premises and restock the contents thereof in a manner and to at least a condition equal to that existing prior to such damage or destruction, except for the Building and improvements to be reconstructed by Landlord as above set forth, and the proceeds of all insurance carried by Tenant on the property, decorations and improvements, as well as fixtures and contents in the Premises, shall be held in trust by Landlord for such purposes. Landlord agrees to commence such work within twenty (20) days after the date of such damage or destruction or the date Landlord completes any reconstruction required to be completed by it pursuant to the above, whichever date is later. Landlord shall diligently pursue such work to its completion.

Notwithstanding anything to the contrary contained in the preceding subsection (a) or elsewhere in this Lease, Landlord, at its option, may terminate this Lease on thirty (30) days written notice to Tenant, given within sixty (60) days after the occurrence of any damage or destruction if (1) the Premises are damaged or destroyed as a result of a risk which is not covered by Landlord's insurance, (2) the Premises are completely or partially destroyed or damaged such that operation of the Tenant's business cannot continue during the last three (3) years of the term of this Lease, (3) the Premises is rendered wholly unfit for occupancy and cannot be repaired within ninety (90) days from the happening of the injury, or (4) the Building is damaged by fire or other casualty to such an extent that it can no longer be operated and such damage cannot be repaired within ninety (90) days, whether or not the Premises is actually damaged. Tenant shall have the right to terminate the Lease if the Premises cannot be fully restored within ninety (90) days of the casualty.

Landlord shall advise Tenant in writing within fifteen (15) days of the casualty if the projected time to restore the Premises is in excess of ninety (90) days, as well as the actual projected time for such restoration, or stating that Landlord does not plan to restore the Premises. Tenant shall advise Landlord in writing within fifteen (15) days from such notice if Tenant elects to terminate the Lease. Tenant's rental obligations hereunder shall equitably abate from the date of the casualty to the effective date of the termination. Landlord and Tenant agree that Tenant cannot operate in the Premises under partial occupancy based on local, state and federal regulations governing medical and healthcare services and that should the Premises or the improvements and alterations attached therein (or any part thereof) be partially damaged or destroyed by fire or other casualty, Tenant shall have the same options to terminate this Lease as provided in this Section 19 with respect to complete destruction of the Building or Premises.

20. SUBORDINATION, MORTGAGEE'S APPROVAL AND ATTORNMENT

Subject to the Tenant's right to non-disturbance so long as it remains in material compliance with the terms hereof, Landlord reserves the right and privilege to subject and subordinate this Lease to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said Premises and on the Building of which said Premises are a part (the holder of any such mortgage hereinafter referred to as mortgagee), and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof.

Tenant covenants and agrees to execute and deliver, upon at least ten (10) business days written demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the Building, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Building, attorn to and recognize such purchaser or mortgagee as Landlord under this Lease, and in any such events, Landlord named herein shall not thereafter be liable on this Lease, except for liability of Landlord and Tenant hereunder insured prior to such foreclosure, assignment, transfer, or sale.

21. EMINENT DOMAIN

If the Building, or any portion thereof which includes a substantial part of the Premises or which prevents the operation of the Building or Tenant's operations in the Premises, shall be taken or condemned by any competent authority for any public use or purpose, the term of this Lease shall end upon, and not before, the date when the possession of the part so taken shall be required by the condemning authority for such use or purpose, and Landlord shall apportion to Tenant its share of the condemnation award covering Tenant's investment in the Building or Premises in the form of build-out, tenant improvements or alterations. Current Rent shall be apportioned as of the date of such termination. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Building, or if the grade of any street or alley adjacent to the Building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Building to conform to the changed grade, Landlord shall have the right

to cancel this Lease by written notice upon not less than ninety (90) days prior to the date of cancellation designated in the notice.

22. ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of Landlord, Tenant, within ten (10) business days of receipt of such written request, agrees to execute and deliver to Landlord, without charge and in a form satisfactory to Landlord and/or a mortgagee, a written statement; (a) ratifying this Lease; (b) confirming the commencement and expiration dates of the term of this Lease; (c) certifying that Tenant is in occupancy of the Premises, and that this Lease is in full force and effect and has not been modified, assigned, supplemented, or amended, except by such writings as shall be certified; (d) certifying that all conditions and agreements under this Lease to be satisfied and performed have been satisfied and performed, except as shall be stated; (e) certifying that Landlord is not in default under this Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults and/or defenses claimed by Tenant; (f) reciting the amount of advance Rent, if any, paid by Tenant and the date to which Rent has been paid; (g) reciting the amount of security deposited with Landlord, if any; and (h) any other information which Landlord or the mortgagee shall reasonably require. Tenant's obligation to execute any estoppel letter shall be contingent upon such letter containing a provision that so long as Tenant is in compliance with the terms and conditions of this Lease, Tenant's possession of the Premises shall be undisturbed. Further, no estoppel letter shall contain terms requiring Tenant to grant a mortgagee, or other party, rights greater than or in addition to the rights of Landlord under this Lease.

23. BANKRUPTCY

If there shall be filed against Tenant, in any court, pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of receiver or trustee of all or any portion of Tenant's property and Tenant fails to secure a discharge thereof within sixty (60) days from the date of such filing, or if Tenant shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for or enter into such an arrangement, then, in any of such events, this Lease, at the option of Landlord, may be canceled and terminated. In the event of a termination of this Lease pursuant to this Section, neither Tenant nor any person claiming through or under Tenant (whether by virtue of any statute or any order of any court or otherwise) shall be entitled to acquire or remain in possession of the Premises, as the case may be, and Landlord shall have no further liability hereunder to Tenant or any other person claiming through Tenant and Tenant or any other such person shall forthwith quit and surrender the Premises.

24. DEFAULTS AND REMEDIES

24.1 All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity. The occurrence of any of the following shall constitute a default and breach of this Lease by Tenant:

- (a) Tenant shall fail, neglect or refuse to pay any installment of Basic Monthly Rent or Additional Rent at the time and in the amount as herein provided, or to pay any other monies agreed by it to be paid promptly when and as the same shall become due and payable under the terms hereof, and such failure to make payment shall continue for a period of more than ten (10) days following the date Landlord provides Tenant written notice that such is past due provided, however, no written notice shall be required if Tenant is delinquent more than two times in any twelve month period; or if
- (b) Tenant shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained, and such condition shall continue for a period of more than thirty (30) days after notice thereof is given in writing to Tenant by Landlord (provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than said thirty (30) day period, Tenant shall be deemed to have complied with such notice so long as it has commenced to comply with said notice within said thirty (30) day period and is diligently prosecuting compliance to completion);
- (c) Upon Tenant's default, Landlord may proceed to recover possession of the Premises as provided by law and equity and either (1) terminate this Lease and Tenant shall be liable for and shall pay to Landlord the sum of all rental and other indebtedness accrued to date of such termination, or (2) elect to repossess the Premises without terminating this Lease, then without limiting Tenant's other obligations under this Lease, Landlord may accelerate Tenant's rent for the balance of the unexpired term of this Lease from notice by Landlord of breach by Tenant, and the rent for such period shall be due and payable immediately. Landlord has no obligation to lease the Premises to a new tenant, but in the event Landlord leases the Premises to a new tenant (either by terminating this Lease or by leasing the same without terminating this Lease) within such period, all of Landlord's reasonable expenses in reletting the Premises, including internal staff time and other reasonable compensation, shall be subtracted from the rental paid by the new tenant during such period, and any excess (of the rental amount paid over such expenses) shall be credited against damages payable by Tenant or Tenant's obligations then or thereafter arising under this Lease, or if none, shall be refunded to Tenant within sixty (60) days of the expiration of such period.

24.2 All rights and remedies of Tenant herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity. The occurrence of any of the following shall constitute a default and breach of this Lease by Landlord:

- (a) Landlord shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein contained, and such condition shall continue for a period of more than thirty (30) days after notice thereof is given in writing to Landlord by Tenant (provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than said thirty (30) day period, Landlord shall be deemed to have complied with such notice so long as it has commenced to comply with said notice within said thirty (30) day period and is diligently prosecuting compliance with said notice).

(b) If Landlord fails in a material way to perform its obligations under this Lease and fails to cure such default within thirty (30) days after receipt of written notice of such default from the Tenant, Tenant shall be entitled to (i) terminate this Lease provided the written notice to the Landlord shall specifically set forth the default by the Landlord and shall state an intent to terminate if the default is not corrected within 30 days from the date the written notice is delivered to Landlord; provided, however, that if the default complained of shall be of such a nature that the same cannot reasonably be completely remedied or cured within such thirty-day period, then Landlord shall be deemed to have complied with such notice so long as Landlord shall have commenced curing such default within such thirty-day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or (ii) Tenant, without waiving such default, may perform such obligations ("Self-Help") at Tenant's expense (a) immediately, and without notice, in the case of emergency or if the default (i) materially interferes with the use of the Premises or the Building by any other tenant, (ii) materially interferes with the efficient operation of the Premises or the Building, or (iii) results in a violation of any requirement. All reasonable costs and expenses incurred by Tenant in connection with any such performance by it shall be paid by Landlord to Tenant on demand.

(c) If Landlord defaults in the performance of its obligations under this Lease, after expiration of the applicable cure period provided herein, Tenant shall have the option terminate this Lease upon thirty (30) days written notice. Upon such termination Landlord shall immediately refund to tenant any pre-paid rent or other pre-payments of any kind at an amount pro-rated to the termination date.

25. NON-WAIVER

The failure or delay on the part of either party to enforce or exercise at any time any of the provisions, rights, or remedies in this Lease shall in no way be construed to be a waiver thereof, nor in any way to affect the validity of this Lease or any part thereof, or the right of the party to thereafter enforce each and every such provision, right or remedy. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach. The receipt and acceptance by Landlord of Rent or Additional Rent at a time when the payment of such Rent or Additional Rent is in default under this Lease shall not be construed as a waiver of such default. No act or thing done by Landlord or Landlord's agents or employees during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord.

26. COVENANT OF QUIET ENJOYMENT

So long as Tenant pays the Rent and Additional Rent reserved hereunder and observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant may and shall peaceably and quietly have, hold and enjoy the Premises, without hindrance by Landlord or any person lawfully claiming under or through Landlord, for the entire term hereof, subject to all provisions of this Lease.

27. SPRINKLERS

If there is now or shall be installed in the Building a "sprinkler system", and if, after Tenant's occupancy, the Fire Insurance Rating Organization or any bureau, department or official of the state or city government having jurisdiction shall require or recommend that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied for any reason, or the location of partitions, trade fixtures, or other contents of the Premises be moved initial occupancy or if any such changes, modifications, alterations, additional sprinkler heads or other equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the first insurance rate as fixed by a Fire Insurance Company insuring the Building, or the location of partitions, trade fixtures, or other contents of the Premises must be moved, Landlord shall, at Landlord's expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment and Landlord shall promptly reimburse Tenant for all reasonable expenses incurred by Tenant in moving partitions, trade fixtures or other contents of the Premises as required.

28. UNAVOIDABLE DELAY

In the event that either party shall be delayed or hindered in, or prevented from the performance of any work, service or other acts required under this Lease to be performed by such party, and such delay or hindrance is due to strikes, lockouts, Acts of God, governmental restrictions, enemy act, civil commotion, unavoidable fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service or other act shall be extended for a period equivalent to the period of such delay. In no event shall such delay constitute a termination of this Lease, or any extension thereof.

29. NON-DISRUPTION

Neither Landlord nor Tenant shall take any action which would violate any of Landlord's contracts affecting the Building, or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere, in any way, with the business of Landlord or Tenant or any other tenants of the Building or with the rights and privileges of any invitees, licensees, employees or any other persons lawfully in and upon the Building, or which would cause any impairment or reduction of the good will and reputation of the Building.

30. SUCCESSORS

The covenants, conditions, agreements, respective rights and obligations contained in this Lease shall bind and inure to the benefit of the parties hereto, their legal representatives, heirs, respective successors and assigns.

31. GOVERNING LAW

This Lease shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any conflicts or choice of law principles

which otherwise may be applicable. The parties hereby consent to the exclusive personal jurisdiction of the federal or state courts located in Erie County, Pennsylvania.

32. SEVERABILITY

If any provisions of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

33. CAPTIONS

Captions in this Lease are for convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Lease.

34. WAIVER OF TRIAL BY JURY

It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease.

35. NOTICES

All notices required or permitted hereunder shall be deemed delivered and sufficiently given if sent by registered or certified mail, return receipt requested, addressed to the Landlord or Tenant, as the case may be, as follows:

To Landlord:

Inc. _____ Erie Center for Arts and Technology,

Attn: Daria Devlin,
PO Box 6214
Erie, PA 16512

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With a Copy To:

Knox McLaughlin Gornall & Sennett, P.C.
Attn: Frances A. McCormick, Esq.
120 West Tenth Street
Erie, PA 16501

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To Tenant:

Primary Health Network
Attn: Drew Pierce
PO Box 716
Sharon, PA 16146

With a Copy To:

Attorney Stephen Mirizio
121 E. State Street
Sharon, PA 16146

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Either party may change its address by written notice so given to the other.

36. BROKERS

Both parties represent that neither has not dealt with any agents or brokers in connection with this lease and transaction and agree to hold the other harmless from any claim to the contrary by any agent.

37. EXECUTION

This Lease shall become effective only when it has been signed by a duly authorized officer or representative of each of the parties and delivered to the other party. The submission of this Lease for examination in itself does not constitute an offer to lease nor a reservation of or option for the Premises.

38. MODIFICATIONS

If, for any reason, including but not limited to, in connection with obtaining financing or re-financing for the Building of which the Premises form a part, a banking, insurance or other institutional lender shall request modifications which do not materially adversely affect the Tenant (including but not limited to, the extent that Tenant may be required to give notices of any defaults by Landlord to such lender and/or permit the curing of such defaults by such lender), then in such event, Tenant, agrees to execute and deliver instruments evidencing such modifications.

39. ENTIRE AGREEMENT

This Lease, including the Exhibits and any Riders hereto (which are referenced in and shall all be deemed to be a part of this Lease) contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any manner other than by an agreement in writing signed by both parties hereto or their respective successors in interest.

40. ENVIRONMENTAL / HAZARDOUS WASTE

To the Landlord's knowledge, as of the Commencement Date, the Building shall not contain any Hazardous Substances (defined below) in violation of Government Rules. Tenant shall not, and shall not permit any Tenant Party to, store, use, dispose of or release (either with or without negligence) any Hazardous Substances on or about the Premises or any other portion of the Project; provided, that Tenant may store and use in the Premises products containing Hazardous Substances that are of a type, and in amounts, customarily used in medical offices (such as cleaning supplies and toner for copiers) if Tenant does so in a safe manner and in compliance with applicable Governmental Rules. Upon the expiration or other termination of this Lease, Tenant shall surrender the Premises to Landlord free of Hazardous Substances introduced onto the Premises by Tenant or any Tenant Party. As used herein, "**Hazardous Substance**" means any substance that constitutes, in whole or in part, a pollutant, contaminant or toxic or hazardous substance or waste under, or the generation, use, processing, treatment, storage, release, transport or disposal of which is regulated by, any Governmental Rule.

Neither Landlord nor Tenant shall cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials; allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Building or Premises any such materials or substances except to use in the ordinary course of business, and then only after written notice is given to the other party of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be paid by, and be the sole cost and expense of, Landlord upon demand. Provided, however, in the event it is determined that such hazardous materials are the result of Tenant use of the Premises, then Tenant shall be responsible for the cost of such removal if such finding is made while Tenant still occupies the Premises. In all events, both parties shall indemnify the other in the manner elsewhere provided in this lease from any release of hazardous materials at the Building or on the Premises, or elsewhere if caused by either party or persons acting under either party. The within covenants shall survive the expiration or earlier termination of the lease term. Notwithstanding anything in this Lease to the contrary, Landlord shall indemnify Tenant from any existing hazardous materials or substances in or under the Premises or Building.

In the event Tenant shall, during either its initial construction, the making of any alterations, the normal course of business, or otherwise, install, cause to be installed, create, cause to be created or otherwise generate any hazardous or infectious waste, including but not limited to chemical

products or by-products, hypodermic needles, and/or garments or other materials exposed to human secretions, blood or the like, Tenant shall be solely responsible for storing and removing same from the Premises, at Tenant's cost, in compliance with all rules and regulations of the Building and any governmental authority with jurisdiction, and without potential or actual damage to any of the Building's facilities.

41. AMERICANS WITH DISABILITIES ACT

Landlord represents and warrants that as of the Commencement Date of this Lease, the Premises shall comply in all material respects with applicable laws, statutes, rules, regulations and ordinances, including the Americans with Disabilities Act ("ADA"). Landlord and Tenant acknowledge that the Americans with Disabilities Act prohibits discrimination on the basis of disability in places of "public accommodation" by any person who owns, leases, leases to, or operates such places. It specifically requires owners and tenants of public accommodation to remove any and all architectural and communication barriers which would in any way preclude disabled individuals from enjoying the services which are offered. Landlord therefore agrees to make any and all changes to the Common Areas of the Building, Parking Lot and Public Walkways as may be required to satisfy any changes or revisions of the ADA which shall come into effect after the commencement date of this Lease. Tenant will notify Landlord of the need to make such change, if necessary. Landlord shall, at its sole cost and expense, complete the necessary work. If Tenant shall fail to notify Landlord of any defect related to ADA regulations it shall in no way waive Landlord's obligation as provided herein. If any changes are required to be made to the Building by any code enforcement officer or other governmental body having jurisdiction, solely as a result of any request for a building permit due to alterations or construction by Tenant, then Tenant shall be responsible for making such changes.

42. SIGNAGE

Tenant shall have the right to utilize the existing signage at the Building including interior signage and the exterior pylon sign. In addition, Tenant may install signage on the exterior of the Building. The design of such signage shall be subject to the reasonable consent of Landlord and comply with all local ordinances. Tenant shall remove all signage at expiration of this Lease and repair any damage caused by such removal.

43. PARKING

During the term, Tenant shall have the right to use seven (7) parking spaces on an unassigned basis in the parking lot of the Building. Tenant shall comply with any and all parking rules and regulations if and when established by Landlord. Tenant shall not allow any vehicles using Tenant's parking privileges to be parked, loaded or unloaded except in accordance with this section, including in the areas and in the manner designated by Landlord for such activities.

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4344. TIME OF THE ESSENCE

Time is of the essence with respect to this Lease and each of its provisions.

4445. CONFIDENTIALITY

Both Tenant and Landlord acknowledge that the content of this Lease and any related documents are confidential information. Tenant shall keep such information strictly confidential and shall not disclose such confidential information to any person other than such of Tenant's or Landlord's officers, directors, equity holders, employees, lenders and financial, legal, space planning and other consultants to whom such disclosure is required for a valid business purpose or except as otherwise required by applicable Governmental Rules. Landlord and Tenant each recognize and acknowledge that: (a) during the Term of this Agreement each party may acquire information which concerns the business or affairs of the other party which is not generally available to the public at large, including, but not limited to, trade secrets, customer data, computer systems and software and methods and procedures of operation of each party or relating to the business and affairs of each party (collectively referred to herein as the "Confidential Information"); (b) the use, misappropriation or disclosure of the Confidential Information would constitute a breach of trust and could cause irreparable injury to the affected party; and (c) it is essential to the protection of the good will of the affected party and to the maintenance of the competitive position of the affected party that the Confidential Information be kept secret and that neither party disclose the Confidential Information to others or use the Confidential Information to self-advantage or the advantage of others. Each party agrees to hold and safeguard the Confidential Information in trust for the other party, and its respective affiliates, subsidiaries, agents, successors and assigns, and agrees that it shall not, without the prior written consent of the other party, misappropriate, disclose or otherwise use or make available to anyone for use outside the organization of the other party at any time, either during the Term of this Agreement or subsequent to the termination of this Agreement for any reason, any of the Confidential Information. Further, each party agrees to hold and safeguard all patient data and information, whether contained in medical records or elsewhere, in confidence and agrees that it shall not misappropriate, disclose or otherwise use or make available such information or data to anyone, except pursuant to law.

4546. JOINT AND SEVERAL LIABILITY

Landlord and Tenant agree that if two or more individuals, corporations, partnerships or other business entities (or any combination of two or more thereof) shall sign this Lease as Tenant or Landlord, the liability of each such Person to pay Rent and perform all of Tenant's or Landlord's other obligations hereunder shall be joint and several. In like manner, if Tenant or Landlord is a partnership or other business entity which, by virtue of applicable Governmental Rules, subjects any of its equity holders to personal liability, each of such equity holders shall have joint and several liability with the other party.

4647. SURVIVAL

All obligations and liabilities of Landlord or Tenant to the other which accrue before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with

respect to any indemnity under this Lease, and with respect to any Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

4748. UNENFORCEABILITY

If any provision of this Lease, or its application to any person or circumstance, shall ever be held to be invalid or unenforceable, then the remainder of this Lease or the application of such provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

4849. REPRESENTATIONS OF AUTHORITY

The person(s) signing below each represent and warrant that they have the authority to enter into this Lease on behalf of the party on whose behalf they so sign.

4950. COUNTERPARTS

This Lease may be executed in several or separate counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

WITNESS

LANDLORD:

Erie Center for Arts and Technology, Inc.

By: _____

Date: _____

WITNESS

TENANT:

Primary Health Network

By: _____

Date: _____

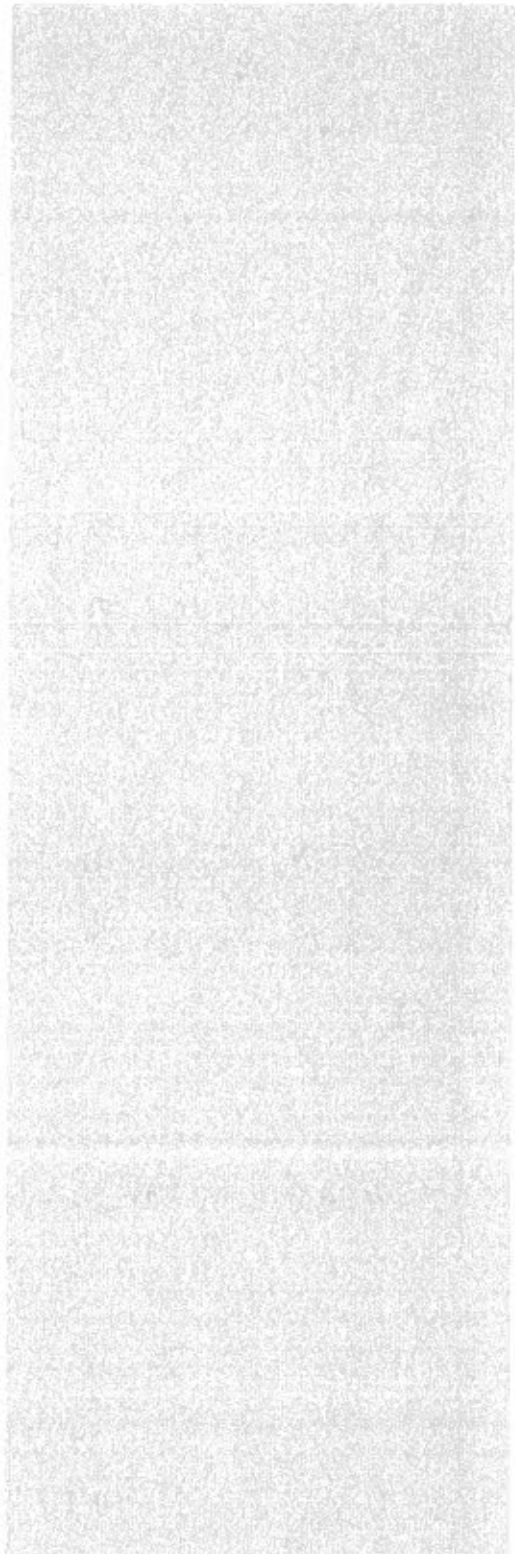


EXHIBIT A

Premises

[To be attached]

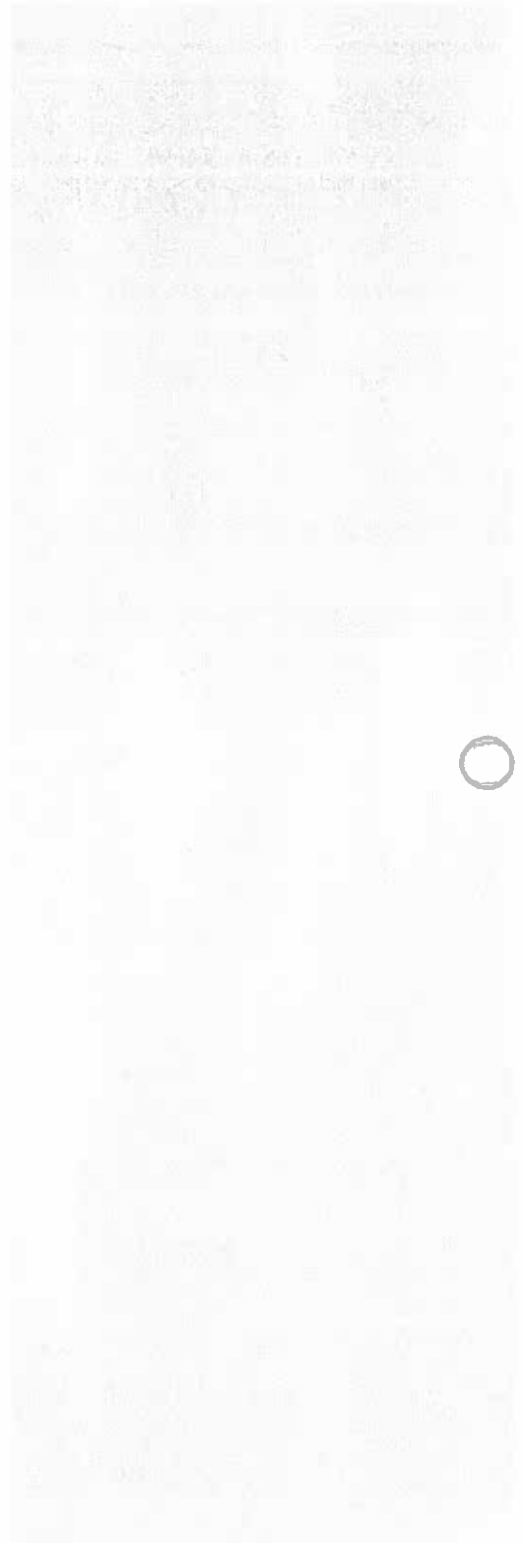


EXHIBIT B

Commencement Date Memorandum

THIS MEMORANDUM OF TERM COMMENCEMENT is acknowledged this ____ day of _____, 2019 by and between:

Erie Center for Arts and Technology, Inc., a Pennsylvania non-profit corporation ("Landlord") and **Primary Health Network.**, a Pennsylvania non-profit corporation ("Tenant").

WHEREAS, the parties hereto have entered into a certain Lease Agreement dated the ____ day of _____, 2019; and

WHEREAS, Section 3 of said Lease defines the Commencement Date as when renovations to the Premises are complete and an occupancy permit is secured; and

WHEREAS, Section 3 also provides for the execution of a Commencement Date Memorandum which will specify the actual term commencement and expiration dates.

The parties hereto certify each to the other that the first day of the initial term is the ____ day of _____, 2019 expiring on ____ day of _____, 20__ (10 years). Tenant shall notify Landlord of Tenant's desire to exercise a Renewal Term ninety (90) days prior to the expiration of the initial term.

IN WITNESS WHEREOF, the parties have executed this Memorandum the day and year first above written.

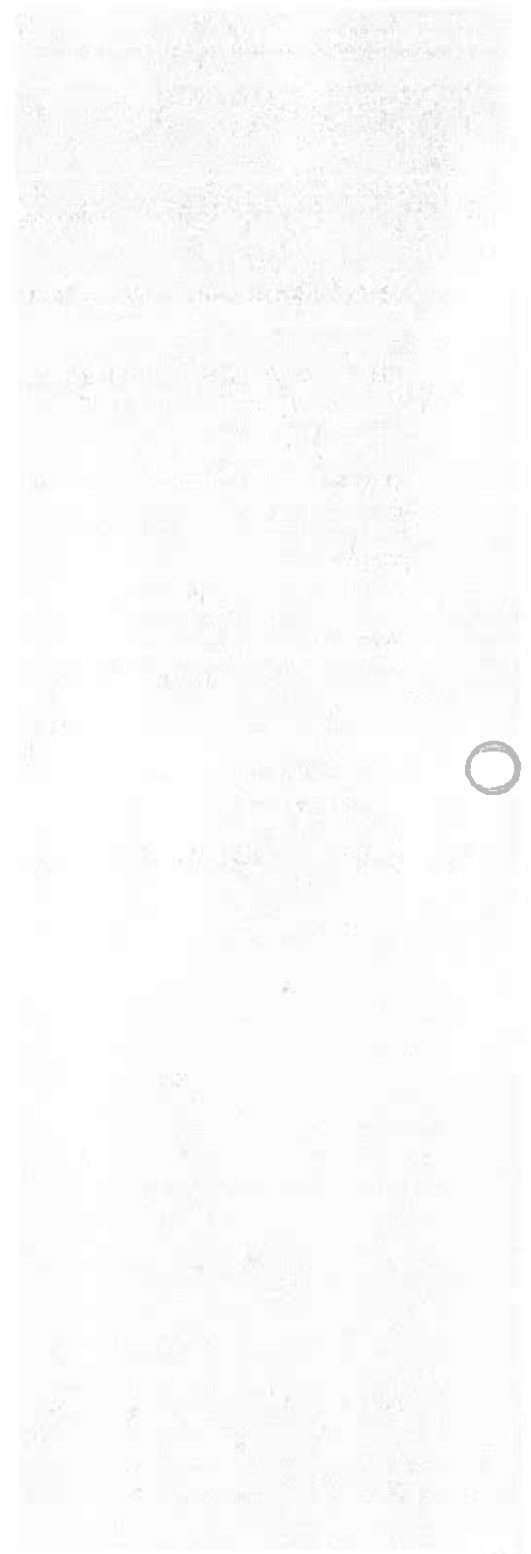
TENANT

By: _____
Name: _____
Title: _____

LANDLORD

By: _____
Name: _____
Title: _____

EXHIBIT C
Landlord's Work
[To be attached]





Board of Directors

2018-2019

Charles “Boo” Hagerty, President, Hamot Health Foundation (Chair)

Brenda Sandberg, Executive Director, Erie Port Authority (Vice-Chair)

Thomas C. Hoffman, II, Partner, Knox Law Firm (Treasurer)

Sarah Holland, Director of Marketing, Knox Law Firm (Secretary)

Marcus Atkinson, Executive Director, ServERIE

Steve Barrett, Retired Director, Career Assessment Center, Inc.

Ainslie Brosig, Executive Director, expERIEence Children’s Museum

Gary Clark, Reed Manufacturing Corporation

Jill Crable, Principal, DiPaolo Student Success Center at Emerson-Gridley

Laura Guncheon, Vice President, Erie Management Group, LLC

Danny Jones, Executive Director, GECAC

Sean Wiley, VP of Communications & Marketing, LECOM



**ECAT/Wayne Opportunity Center 5-Year Workforce Development
Projections***

Year	ECAT	PHN	Med. Asst. w/ Phleb.	Billing/ Coding/ Claims	Tech After Hours/ Machining	Tech After Hours/ Construc.	Tech After Hours/ Welding	Culinary Arts	Youth Arts
2019	1 new FTE <i>Daria</i>								20 h.s.
2020	2 new FTE	5 new FTE <i>Doubles</i>							30 h.s.
2021	2 new FTE		20 certified	15 certified	5 certified	5 certified	8 certified		60 h.s.
2022			20 certified	15 certified	10 certified	10 certified	10 certified		60 h.s.
2023	1 new FTE		25 certified	20 certified	20 certified	20 certified	20 certified	15 certified	60 h.s.
Total	6	5	65	50	35	35	38	15	230

9-month Adult Programs:

Medical Assistant with Phlebotomy
Medical Coding/Billing/Insurance Claims
Tech After Hours Machining
Tech After Hours Construction Trades
Tech After Hours Welding
Culinary Arts Management

High School Youth Programs:

Digital Arts (Photo, Video, Design)

***NOTE: These projections are based only on tenant spaces that are currently confirmed.**

They do not include any program use on the building's 2nd floor or other TBD partnerships.



ECAT WAYNE SCHOOL PROJECT SOURCES AND USES

USES

Legal/closing	\$350,000.00
Contingency	\$815,000.00
Architect/engineer	\$275,000.00
Project Manager	\$406,000.00
Site Development	\$150,000.00
Asbestos	\$473,000.00
HVAC	\$1,250,000.00
Demo	\$365,500.00
General conditions	\$575,000.00
Roofing	\$250,000.00
Concrete	\$50,000.00
Masonry	\$175,000.00
Metals	\$50,000.00
Studs and ceilings	\$933,000.00
Carpentry	\$50,000.00
Millwork	\$107,900.00
Insulation	\$75,000.00
Doors/hardware	\$93,730.00
Windows	\$725,000.00
Flooring	\$240,000.00
Painting	\$113,000.00
Specialities	\$45,000.00
Elevator	\$175,000.00
Plumbing	\$485,000.00
Fire protection	\$320,000.00
Electrical	\$1,150,000.00
Parking/apron/curbs	\$150,000.00
TOTAL	\$9,847,130.00

SOURCES

PNC

W/O PNC

NMTC	\$3,152,000.00	\$2,652,000.00
CCG loan	\$1,000,000.00	\$1,000,000.00
NW leverage loan	\$750,000.00	\$750,000.00
EB leverage loan	\$750,000.00	\$750,000.00
NW direct loan	\$500,000.00	\$500,000.00
EB direct loan	\$500,000.00	\$500,000.00
ECGRA leverage loan	\$500,000.00	\$500,000.00
HHF	\$600,000.00	\$600,000.00
ECF grant	\$1,500,000.00	\$1,500,000.00
ECGRA grant	\$100,000.00	\$100,000.00
Donors/Bridgeway	\$500,000.00	\$1,000,000.00
	\$9,852,000.00	\$9,852,000.00





Erie County Gaming Revenue Authority

Prequalification for Mission-Related Investments

The pre-qualification process will determine if an applicant has the requisite resources and experience to be considered for a mission-related investment under the Authority's Impact Investment Strategy for Small Business & Community Financing. If the applicant does not meet the requirements set forth, they may apply for pre-qualification in the alternative justifying the reasons.

Charlene M. Kerr, AICP (CMK)

Contact Name

Downtown North East, Inc. (DNE)

Organization

44 West Main Street

Address 1

Address 2

North East, PA 16428 (NE)

City/State/Zip Code

814.440.3715 (CMK cell)

Phone Number

Fax Number

cmkpiper@gmail.com

Email Address

Project Name:

Sustain North East

Project Description:

In order to *Sustain North East*, our goal is: to gain site control of key commercial buildings in the downtown that are suffering from disinvestment, deterioration and lack of maintenance, and, as a result, are losing or are unable to obtain viable commercial businesses; to acquire financing to bring these buildings up to code; to upgrade the buildings; to match interested new building owners with key buildings and assist with mentoring them to become good building owners while transferring ownership to them; to help recruit new businesses to these buildings; to maintain and enhance the commercial viability of downtown North East; and to create **new jobs and additional tax base** for NE. Funds acquired through this process would, whenever possible, be returned to a Revolving Loan Fund (RLF) to continue this effort in the future.

In light of the recent decision by Mercyhurst University to close the North East campus at the end of the 2020-2021 school year, this project becomes even more important. We will have to replace the income taxes paid by 100 full-time and 50 part-time employees and the consumption expenditures by 550 students in the downtown and the community.

Choose Asset Class:

<input type="checkbox"/> Cash	Linked deposits with local banks, credit unions, and CDFIs to accomplish small business financing goals
<input type="checkbox"/> Fixed Income	Senior and subordinate debt in revolving loans funds, SBA-backed loans, affordable housing projects, social impact bonds targeted to Erie County
<input type="checkbox"/> Alternative Investments	Growth, venture, and working capital for industry and business
<input checked="" type="checkbox"/> Community Facilities	Private, nonprofit owned and operated publicly accessible facilities that create an economic impact

Amount Requested: \$230,000+

- The applicant meets the qualifications
- The applicant will be applying in the alternative

Pre-Qualification Requirements

A. Applicant must affirm the following:

- Applicant must have at least two years of experience in the asset class they are requesting funds through. See A 1

- Applicant must have a record of financial success in the asset class. See A 1
- Applicant must have experience in serving the Erie County, Pennsylvania market. All of our activities since our establishment in 2009 have been located in the Borough or Township of North East. See A 1
- Applicant must be willing to have a physical location in Erie County, Pennsylvania. DNE is a North East 501c3 organization, serving the community since 2009. Our office is located at the Chamber of Commerce, 44 West Main Street in NE.

Applicants shall provide the following information:

B. Financials

- The current balance sheet and income statement See B 1
- Most recent financial audit. DNE does not have a large enough budget to be audited. We do a couple transactions per month. Our accountant reviews our books prior to completing our 990 and BCO-10 each year.
- A list of any credit lines, including the identification of the financial institutions holding the credit line, contact name and phone number at the institution, current total line of credit, current balance available, and effective date of the state balances. DNE has no credit line. Our projects so far have involved only available funds and grants from our partners. Our bank is Key Bank in North East.
- A list of other funders/investors that are currently participating in the financing of your organization, the amounts they are providing, the type of financial support, contact name and phone number at the institution. Proposed financing partners are listed on the proposed budget-- See B 2. Unlisted but potential is the Hirtzel Memorial Foundation. We have requested \$250,000 from this foundation. They meet in October.
- Proof of directors and officer's liability insurance. See B 3.

C. Organizational

- A list of the organization's principals and their contact information. See C 1.
- A description of the staffing capacity, expertise, and organizational structure. DNE is comprised of individuals with extensive past experience in grantwriting; city, economic development and downtown planning; financing; business development and management; and other professional services. Our past activities show that these individuals are capable of undertaking this project. Resumes can be provided if needed.
- A history of your organization's experience in the asset class. See A 1.
- Proof of any community development designations or credentials. DNE, Inc. is a certified 501c3 non-profit organization. See C 2.
- A documented plan to engage historically underutilized businesses and disadvantaged populations in distressed census tracts and industries. North East has several plans, all of which have engaged residents of the community, many of which are from a disadvantaged population living in distressed census tracts in NE. See C 3, the *Downtown North East Plan* for more detailed information. The North East Smart Transportation Initiative can be accessed on the Borough's website www.northeastborough.com.

D. Litigation

- A description of any suits or arbitration proceedings your organization has been involved in the last five years. N/A
- A description of any judgments, claims, arbitration proceedings or suits involving principals or employees pending outstanding against your organization or its officers. N/A
- Disclose if your organization, its officers, owners or agents have ever been convicted of charges relating to conflicts of interest, bribery, or been barred from doing business with public agencies? N/A

E. References

- Provide project specific references along with contact information. The attached Support Letters indicate that these organizations have faith in our ability to undertake this project and strongly support our efforts. See E 1.

F. Other

- Applicant should provide any other information that is relevant to assisting ECGRA and the Review Committee in their assessment. Please see the attached Downtown Plan, which was prepared to describe the bigger picture for downtown North East. See C 3. Also please note that the recent announcement that Mercyhurst will be closing the North East campus (MNE) at the end of the 2020-2021 school year makes this project even more critical. The community will be losing the purchasing power of MNE's students, and the Borough will be losing the income tax of MNE's employees. This project will bring new, younger, more civic-minded building owners and new businesses into the community, generating additional tax revenues and business revenues to replace those being lost by the loss of MNE students and faculty, as well as the visitors that MNE brought in during special events and sporting activities.

A 1 DNE experience, financial experience, and success.

DNE was established in 2009 and officially incorporated 9-21-09. We received 501c3 designation on 3-17-10. Our Bureau of Charitable Organizations certification #39279 was granted in September of 2010. Our Bylaws were created in June 2009, and have been updated as needed since that time. Our EIN# is 80-0415113, and our bank account is at Key Bank. DNE has been a member of the NE Area Chamber of Commerce since 2009.

DNE has extensive successful grant and project financing experience. Following are the grants and projects that DNE has successfully administered in our ten-year history, amounting to a **total new investment of over \$1.6 million:**

2011-- Acquired PCTI Grant for \$400,000 for NE Borough—*NE Smart Transportation Initiative*, completed April 2104 by Whitman, Requardt & Associates, LLP. Several recommended projects from this plan have been implemented by the Borough, including Gibson Park improvements and new traffic and pedestrian signalization at our three key intersections. Project was administered by NE Borough.

2011-2012--Plan, design, and renovate 17 West Main Street into Grape Country Marketplace (GCM) and a restaurant.

\$150,000 building donation by Mercyhurst University
\$35,000 Welch's for memorabilia, Grape Gear, and product
\$252,000 loan from First Niagara Bank
\$75,000 loan from Erie County Redevelopment Authority
\$10,000 private \$ + thousands of hours of blood, sweat and tears
\$15,000 Erie Community Foundation
\$10,000 NE Community Foundation
\$5,000 NE Community Chest

After 4 successful years in this building, DNE sold 17 West Main Street in 2016 to allow The Cork 1794 to expand and add an upscale lounge, and later transition the entire building into The Skunk and Goat Tavern, while The Cork 1794 moved to the West Erie Plaza. The Tavern employs over 30 people in NE and the Cork employs 30 people in Erie. These are all new jobs. The Skunk and Goat Tavern has partnered with numerous local groups to create new events, generating a substantial economic impact to the community.

Both loans for 17 West Main Street were paid off with the proceeds from the purchase by The Cork owners. GCM moved to 15 West Main Street and operated for two years with a local art and framing business that was going to close, but remained open with the partnership with GCM. GCM was sold to a private individual in 2018 and again in 2019. The Grape Country Market will soon open a new winery on premises, and provides several art classes and other events to engage community residents. DNE considers this a very successful venture as two new businesses are now successful in downtown, and two buildings have been renovated.

2013--West wall stabilization & mural by Ehren Knapp—17 West Main Street
\$15,000 ECGRA Mission Main Street (MMS)
\$15,000 NE Community Foundation

2014--Façade grant program
\$15,000 NE Community Foundation (NECF)
\$ 3,000 NEACC (NE Area Chamber of Commerce)
\$15,000 ECGRA MMS
\$22,276 15 private building/business owners or non-profits.

2015--Gibson Park improvements. DNE prepared the applications and NE Borough administered the grants for the following activities recommended in the *North East Smart Transportation Initiative*:

- Lighting, electric service, security cameras, fountain lighting
- North sidewalk—completes perimeter walk
- New benches and trash bins
- Kiosk upgrades and additional sidewalk
- ADA drinking fountain & ADA parking spaces
- New landscaping @ War Memorial & around electric box
- Additional trees

\$150,000 PA Dept. of Conservation & Natural Resources
\$50,000 Erie County Greenways Block Grant

\$90,000 +- North East Borough (cash and in-kind)
\$35,000 Orris C. Hirtzel & Beatrice Dewey Hirtzel Memorial Foundation
\$25,000 NECF
\$2,500 DNE
\$2,500 NEACC
\$10,000+- Private organizations and individuals

2015--Façade grant program

\$15,000 ECGRA MMS
\$10,000 NECF
\$100 DNE
\$46,600 14 building/business owners and non-profits.

2016--Chamber office building improvements (DNE served as financial entity for NEACC)

\$10,000 NECF

2017-2018--Façade/alley grant program

\$15,000 ECGRA MMS
\$15,000 NECF
\$36,951 7 building/business owners and non-profits.

2018--NE Cultural Center--second floor windows

\$15,000 ECGRA MMS
\$5,000 NECF
\$3,500 NE Arts Council
\$2,000 NE Borough
\$500 NEACC
\$1,655 Private donations
Art piece donated by Christine French for a raffle to raise donations.

DNE also assisted the Borough and the Chamber with other grant requests requiring 501c3 corporations as recipients.

In total, DNE assisted 27 different businesses and non-profit organizations in the downtown with 36 different grants over eight years, for a **total new investment of \$1,618,500!** This excludes additional private investments made by new businesses such as the Skunk and Goat Tavern and the Grape Country Market. Funded improvements included mostly facade and energy-related building improvements such as new windows (street and upper levels), new doors, signage, new roofs (when visible from the street), painting, gutters, ADA ramps and other improvements that have resulted in an attractive and safer downtown.

B 1 Balance Sheet and Income Statement--See attached.

B 2 Financial partners--See attached.

B 3 Directors and Officers Insurance--See attached.

C 3 The Downtown North East Plan includes references to other recent plans that address these issues--See attached.

E 1 References--See attached Support Letters.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 17 2010**

DOWNTOWN NORTH EAST INC
C/O CHARLENE KERR
21 S LAKE ST
NORTH EAST, PA 16428

Employer Identification Number:
80-0415113
DLN:
17053310333009
Contact Person: ID# 31126
JANINE L ESTES
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 21, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

DOWNTOWN NORTH EAST INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in cursive script that reads "Robert Choi". The signature is written in dark ink and is positioned below the word "Sincerely,".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Sustain Downtown North East 7/20/2019

Activity	Cost estimate	ECF	ECGRA-anchor	ECGRA/BC	NECF	DNE	RLF	New owners	Other	Total
Acq. bldg #1	150,000	135,000						15,000		150,000
Arch/Eng (10%)	30,000	30,000								30,000
Renovation bldg #1	300,000	125,000	100,000		15,000				60,000	300,000
Closing bldg #1	1,500					1,500				1,500
Acq. bldg #2	200,000	180,000						20,000		200,000
Arch/Eng (10%)	30,000	30,000					30,000			30,000
Renovation bldg #2	300,000	125,000	100,000		15,000		20,000		40,000	300,000
Closing bldg #2	1,500						1,500			1,500
Acq. bldg #3	25,000	22,500						2,500		25,000
Arch/Eng (10%)	20,000	20,000					20,000			20,000
Renovation bldg #3	200,000	125,000			15,000		20,000		40,000	200,000
Closing bldg #3	1,500						1,500			1,500
Acq. bldg #4	300,000	270,000						30,000		300,000
Arch/Eng (10%)	40,000	20,000					20,000			40,000
Renovation bldg #4	400,000	225,000	100,000		15,000		10,000		50,000	400,000
Closing bldg #4	1,500						1,500			1,500
Acq. bldg #5	200,000			100,000				20,000	50,000	200,000
Arch/Eng (10%)	15,000						15,000			15,000
Renovation bldg #5	150,000						20,000		130,000	150,000
Closing bldg #5	1,500						1,500			1,500
Acq. bldg #6	200,000			130,000				20,000	30,000	200,000
Arch/Eng (10%)	10,000						10,000			10,000
Renovation bldg #6	100,000	50,000					50,000			100,000
Closing bldg #6	1,500						1,500			1,500
Acq. bldg #7	0									0
Arch/Eng (10%)	20,000								20,000	20,000
Renovation bldg #7	200,000			100,000			100,000			200,000
Closing bldg #7	1,500						1,500			1,500
Elevator cost estimate	7,000				3,500					7,000
Elevator project design	40,000				20,000				20,000	40,000
Elevator construction	1,500,000							1,500,000		1,500,000

Miscellaneous	10,000	8,000	2,000	10,000
	ECF	ECGRA Anchor	ECGRA/BC	NECF
	4,457,500	1,315,500	300,000	330,000
			83,500	
			7,000	
			374,000	
			107,500	
			1,940,000	
TOTAL	4,457,500	1,315,500	1,940,000	4,457,500



#REF! #REF!

Downtown North East, Inc.

Balance Sheet

As of July 31, 2019

	<u>Jul 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
10100 · KeyBank - General Operating	15,193.93
Total Checking/Savings	<u>15,193.93</u>
Total Current Assets	<u>15,193.93</u>
TOTAL ASSETS	<u><u>15,193.93</u></u>
LIABILITIES & EQUITY	
Equity	
30000 · Opening Balance Equity	13,768.44
32000 · Unrestricted Net Assets	1,949.00
Net Income	<u>-523.51</u>
Total Equity	<u>15,193.93</u>
TOTAL LIABILITIES & EQUITY	<u><u>15,193.93</u></u>

Downtown North East, Inc.
Profit & Loss Prev Year Comparison
 January through July 2019

	Jan - Jul 19	Jan - Jul 18	\$ Change	% Change
Ordinary Income/Expense				
Income				
43300 · Direct Public Grants				
43330 · Foundation and Trust Grants				
43331 · North East Community Foundation	3,500.00	6,000.00	-2,500.00	-41.7%
Total 43330 · Foundation and Trust Grants	<u>3,500.00</u>	<u>6,000.00</u>	<u>-2,500.00</u>	<u>-41.7%</u>
Total 43300 · Direct Public Grants	3,500.00	6,000.00	-2,500.00	-41.7%
43400 · Direct Public Support				
43450 · Individ, Business Contributions	0.00	300.00	-300.00	-100.0%
Total 43400 · Direct Public Support	0.00	300.00	-300.00	-100.0%
44500 · Government Grants				
44510 · Agency (Government) Grants				
44511 · Erie County Gaming Revenue Auth	4,558.50	19,746.55	-15,188.05	-76.9%
Total 44510 · Agency (Government) Grants	<u>4,558.50</u>	<u>19,746.55</u>	<u>-15,188.05</u>	<u>-76.9%</u>
44530 · Local Government Grants	0.00	2,020.00	-2,020.00	-100.0%
Total 44500 · Government Grants	4,558.50	21,766.55	-17,208.05	-79.1%
44800 · Indirect Public Support				
44810 · Affiliated Org Contributions	0.00	3,500.00	-3,500.00	-100.0%
Total 44800 · Indirect Public Support	0.00	3,500.00	-3,500.00	-100.0%
47200 · Program Income				
47210 · Stride & Stomp 5K	30.00	0.00	30.00	100.0%
Total 47200 · Program Income	<u>30.00</u>	<u>0.00</u>	<u>30.00</u>	<u>100.0%</u>
Total Income	<u>8,088.50</u>	<u>31,566.55</u>	<u>-23,478.05</u>	<u>-74.4%</u>
Gross Profit	8,088.50	31,566.55	-23,478.05	-74.4%
Expense				
60300 · Awards and Grants				
60312 · Facade Grant Program Expense	0.00	32,684.00	-32,684.00	-100.0%
60313 · ECGRA Special Events Grant	4,558.50	4,746.55	-188.05	-4.0%
60318 · NECC Holiday/Winter Grant	200.00	0.00	200.00	100.0%
60319 · Elevator Project	1,631.68	0.00	1,631.68	100.0%
60300 · Awards and Grants - Other	0.00	520.00	-520.00	-100.0%
Total 60300 · Awards and Grants	<u>6,390.18</u>	<u>37,950.55</u>	<u>-31,560.37</u>	<u>-83.2%</u>
62100 · Contract Services				
62110 · Accounting Fees	500.00	0.00	500.00	100.0%
Total 62100 · Contract Services	500.00	0.00	500.00	100.0%
62800 · Facilities and Equipment				
62840 · Equip Rental and Maintenance				
62841 · Credit Card Machine Rental	0.00	193.75	-193.75	-100.0%
Total 62840 · Equip Rental and Maintenance	<u>0.00</u>	<u>193.75</u>	<u>-193.75</u>	<u>-100.0%</u>
62870 · Property Insurance	398.75	440.00	-41.25	-9.4%
Total 62800 · Facilities and Equipment	398.75	633.75	-235.00	-37.1%
64000 · Special Events Expense	500.00	200.00	300.00	150.0%
65000 · Operations				
65040 · Supplies	30.58	0.00	30.58	100.0%
Total 65000 · Operations	<u>30.58</u>	<u>0.00</u>	<u>30.58</u>	<u>100.0%</u>
65100 · Other Types of Expenses				
65120 · Insurance - Liability, D and O	438.50	438.50	0.00	0.0%
65160 · Memberships and Dues	150.00	150.00	0.00	0.0%
65180 · Other Costs	204.00	0.00	204.00	100.0%
Total 65100 · Other Types of Expenses	<u>792.50</u>	<u>588.50</u>	<u>204.00</u>	<u>34.7%</u>
Total Expense	<u>8,612.01</u>	<u>39,372.80</u>	<u>-30,760.79</u>	<u>-78.1%</u>
Net Ordinary Income	<u>-523.51</u>	<u>-7,806.25</u>	<u>7,282.74</u>	<u>93.3%</u>
Net Income	<u>-523.51</u>	<u>-7,806.25</u>	<u>7,282.74</u>	<u>93.3%</u>



**NON-PROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY
DECLARATIONS**

POLICY NO. 105525828

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

THE LIABILITY COVERAGES ARE WRITTEN ON A CLAIMS-MADE BASIS. THE LIABILITY COVERAGES COVER ONLY CLAIMS FIRST MADE AGAINST INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1	<p>NAMED INSURED: DOWNTOWN NORTH EAST, INC</p> <p>D/B/A:</p> <p>Principal Address: 44 MAIN STREET NORTH EAST, PA 16428</p>
ITEM 2	<p>POLICY PERIOD:</p> <p>Inception Date: November 29, 2018 Expiration Date: November 29, 2019</p> <p>12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p>ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE OR MAIL AS SET FORTH BELOW:</p> <p>Email: BSIclaims@travelers.com Fax: (888) 460-6622</p> <p>Mail: Travelers Bond & Specialty Insurance Claim 385 Washington St. – Mail Code 9275-NB03F St Paul, MN 55102</p>
ITEM 4	<p>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</p> <p>Non-Profit Organization Directors and Officers Liability</p>
ITEM 5	<p>Only those coverage features marked " <input checked="" type="checkbox"/> Applicable" are included in this policy.</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p align="center">NON-PROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY</p> <p>Limit of Liability: \$1,000,000 for all Claims</p> </div>

	<p>Additional Defense Coverage: <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable</p> <p>Additional Defense Limit of Liability: Not Covered for all Claims</p> <p>Retention:</p> <p style="padding-left: 100px;">\$0 for each Claim under Insuring Agreement A.</p> <p style="padding-left: 100px;">\$1,000 for each Claim under Insuring Agreement B.</p> <p style="padding-left: 100px;">\$1,000 for each Claim under Insuring Agreement C.</p> <p>Prior and Pending Proceeding Date: November 19, 2010</p> <p>Continuity Date: November 19, 2010</p>
ITEM 6	<p>PREMIUM FOR THE POLICY PERIOD:</p> <p>\$853.00 Policy Premium</p> <p>N/A Annual Installment Premium</p>
ITEM 7	<p>TYPE OF LIABILITY COVERAGE:</p> <p><input type="checkbox"/> Reimbursement</p> <p><input checked="" type="checkbox"/> Duty-to-Defend</p> <p>Only the type of liability coverage marked "<input checked="" type="checkbox"/>" is included in this policy.</p>
ITEM 8	<p>LIABILITY COVERAGE EXTENDED REPORTING PERIOD:</p> <p>Additional Premium Percentage: 75 %</p> <p>Additional Months: 12</p> <p>(If exercised in accordance with section III. CONDITIONS, O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions)</p>
ITEM 9	<p>LIABILITY COVERAGE RUN-OFF EXTENDED REPORTING PERIOD:</p> <p>Additional Premium Percentage: Not Applicable</p> <p>Additional Months: Not Applicable</p> <p>(If exercised in accordance with section III. CONDITIONS, K. CHANGE OF CONTROL of the Liability Coverage Terms and Conditions)</p>
ITEM 10	<p>ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY:</p> <p><input type="checkbox"/> Applicable</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p>Only those coverage features marked "<input checked="" type="checkbox"/> Applicable" are included in this policy.</p>

ITEM 11

FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:

LIA-7076-0109; AFE-19004-0115; AFE-19008-0115; ACF-7006-0511; LIA-3001-0109; LIA-7097-0109;
LIA-7300-0109; LIA-19097-0315; LIA-19103-0315; LIA-4024-0109; NDO-3001-0109; NDO-7018-0109;
NDO-7025-0109; NDO-7050-0109; NDO-7024-0810; LIA-10001-0610; LIA-7115-0911; LIA-19083-0114;
LIA-5037-1107

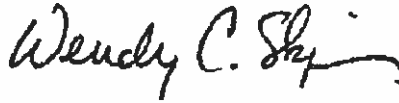
THE DECLARATIONS, THE APPLICATION, THE LIABILITY COVERAGE TERMS AND CONDITIONS, THIS LIABILITY COVERAGE, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE INSURED.

Countersigned By _____

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary



C 1 Downtown North East, Inc. 2019 Board of Directors

Charlene M. Kerr, AICP—Chairman
Retired City Planner
cmkpipe@gmail.com

Vernon D. Frye—Vice-Chair
Retired Township Supervisor & Business Owner
vsfrye@adelphia.net

Chas Wagner—Secretary—NEIB representative
Retired school teacher and local historian
wagsix@gmail.com

Pat Federici—Treasurer—Member, At Large
Retired financial officer
pl.federici@verizon.net

John Piper
Retired aviation consultant.
jrp44@reagan.com

Holly Ferrugia--Chamber of Commerce Representative
NE Area Chamber of Commerce Executive Director
holly@nechamber.org

Patrick Gehrlein—Member—NEB Representative
NE Borough manager
manager@northeastborough.com

Peggy Hauser--Member, At Large
Owner—Grape Arbor B&B
peghauser@aol.com

Bob Mazza--Member, North East Township Representative
Owner-- Mazza Vineyards and Winery, South Shore Winery, 5&20 Winery (NY State), NE
Marina, NE Township Supervisor
Robert@mazzawines.com

Anne Muscarella Keeley—Member, Community Representative
Retired pharmacist
annmstanko@gmail.com





Borough of North East

31 West Main Street
North East, PA 16428
(814) 725-8611 • Fax (814) 725-4996

July 15, 2019

Charlene M. Kerr, AICP
Downtown North East Inc.
44 West Main Street
North East, PA 16428

RE: Sustain North East Initiative

Dear Char:

I am very pleased to write you today on behalf of North East Borough in support of Downtown North East's ambitious initiative to revitalize our historic downtown business district. The Sustain North East initiative is a thoughtful, collaborative and proactive approach to revitalization that is overdue in our community.

The Borough of North East is comprised of 4,294 residents, over 1,700 households and a strong agricultural, industrial and retail business core. The downtown community has always functioned independently and for decades the retail core of North East was thriving. During the past fifteen (15) years, North East has seen a steady decline in the occupancy, building conditions and new business growth. Many of the buildings within our downtown corridor have older, long-term owners who have not re-invested into their buildings. This lack of attention has rendered many of the buildings energy inefficient, obsolete and unattractive to current or prospective business owners.

The Sustain North East initiative takes those obsolete buildings away from the uninterested owners, matches new business owners with a development team which aims at making the building work for the long-term success of the new owner and business tenants alike. This linear development style is possible through a mutual community goal of supporting entrepreneurial business. Downtown North East Inc. has been the driving force behind the collaboration of North East Borough officials, Borough Code Enforcement office, North East Area Chamber of Commerce and others towards this initiative.

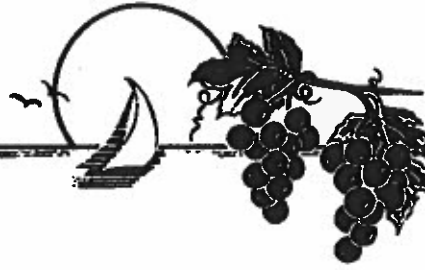
The Borough of North East will continue to collaborate with Downtown North East, Inc. in order to revitalize our community. We look forward to the days ahead as we collectively shape the future of North East.

Sincerely,

Patrick J. Gehrlein
Borough Manager



North East TOWNSHIP



July 30, 2019

Erie Community Foundation
459 West Sixth Street
Erie, PA 16507

Erie County Gaming Revenue Authority
5340 Fryling Road
Erie, PA 16510

Re: Sustain North East Development Initiative

Dear Foundation and Authority Members:

North East Township is aware of and strongly supports the initiative of Downtown North East, Inc., along with the North East Area Chamber of Commerce and the Borough of North East to acquire funding to identify, acquire, renovate, and preserve the historic buildings in downtown North East, and to recruit new, viable businesses to purchase and/or occupy these buildings. Downtown North East is the center of our community and the preservation of our historic structures is critical to sustaining an economically-vibrant economy.

Over the past decades, we have witnessed the lack of maintenance to these buildings that has created a blighting impact in our downtown. We have witnessed the resulting loss of existing businesses; and we have witnessed the loss of potential new businesses due to the chronic disinvestment in these historic structures and unrealistic expectations on the part of long-time building owners.

We understand that the Chamber has lists of buyers and tenants interested in locating within our unique and historic downtown. We also know that the costs to renovate these buildings, especially after years of disinvestment, are extraordinarily high. However, we feel strongly that if these buildings are not preserved now, they will soon be lost forever. This initiative will only be successful with a concerted effort of many public, non-profit, and private partners working together for the best interests of the community.

We sincerely hope that the Erie Community Foundation and the Erie County Gaming Revenue Authority agree with our analysis of the situation here in downtown North East and grants the startup funds needed to begin efforts to accomplish this mission. If you have any questions, or if we can be of further assistance, please do not hesitate to call us.

Sincerely,
North East Township Supervisors


Robert Mazza, Supervisor/Chairman





North East

AREA CHAMBER OF COMMERCE

44 WEST MAIN STREET • NORTH EAST, PENNSYLVANIA 16428-1214

Ph: 814.725.4262

Fax: 814.725.3944

email: info@nechamber.org
www.nechamber.org

Erie Community Foundation
459 West Sixth Street
Erie, PA 16507

Re: North East Community Capital Fund--Saving Downtown Buildings & Businesses

Dear Foundation Members:

The North East Area Chamber of Commerce is aware of and strongly supports the efforts of Downtown North East, Inc. to acquire funding for this much needed initiative to identify, acquire, renovate, and preserve the historic buildings in downtown North East, and to recruit new viable businesses to purchase and/or occupy these buildings.

We have witnessed over the past decades the lack of maintenance to these buildings that has created a blighting impact in our downtown. We have witnessed the resulting loss of existing businesses; and we have witnessed the loss of potential new businesses due to the chronic disinvestment in these historic structures and unrealistic expectations on the part of long-time building owners. A special focus of the Chamber's community and business building agenda is the need to rebuild, revitalize and sustain a historic and thriving downtown business district.

We know that there are buyers and tenants interested in locating within our unique and historic downtown. We also know that the costs to renovate these buildings, especially after years of disinvestment, are extraordinarily high. However, we feel strongly that if these buildings are not preserved now, they will soon be lost forever. This initiative will only be successful with a concerted effort of many public and private partners working together for the best interests of the community.

The North East Area Chamber of Commerce is committed to working with Downtown North East and its partners to assure that this initiative is successful. We sincerely hope that the Erie Community Foundation agrees with our analysis of the situation here in downtown North East and grants these startup funds to begin efforts to accomplish this mission.

If you have any questions, or if we can be of further assistance, please do not hesitate to call us.

Sincerely,



NORTH EAST HISTORICAL SOCIETY
PO BOX 483
NORTH EAST, PA 16428
A 501(C)(3) CHARITABLE ORGANIZATION
WWW.NORTHEASTHISTORICALSOCIETY.ORG



Erie Community Foundation
459 West Sixth Street
Erie, PA 16507

Re: North East Community Capital Fund--Saving Downtown Buildings & Businesses

Foundation Members:

The North East Historical Society is aware of and strongly supports the efforts of Downtown North East, Inc. to acquire funding for this much needed initiative to identify, acquire, renovate, and preserve the historic buildings in downtown North East, and to recruit new viable businesses to purchase and/or occupy these buildings.

The society is acutely aware that over the past decades the lack of maintenance to these buildings has created a blighting impact in our downtown. We have witnessed the resulting loss of existing businesses; and we have witnessed the loss of potential new businesses due to the chronic disinvestment in these historic structures and unrealistic expectations on the part of long-time building owners.

These buildings are a major part of the North East Historic District as registered with the National Park Service. If the United States Department of Interior has deemed these buildings historically significant and worthy of such classification, then the community needs to support all efforts to see that they are preserved.

The North East Historical Society is committed to working with Downtown North East and its partners to assure that this initiative is successful. We sincerely hope that the Erie Community Foundation agrees with our analysis of the situation here in downtown North East and grants these startup funds to begin efforts to accomplish this mission.

If you have any questions, or if we can be of further assistance, please do not hesitate to call us.

Sincerely,
Richard G. Tefft
For the North East Historical Society

Cc: Downtown North East, Inc.





The North East
Community
Foundation

Erie Community Foundation
459 West Sixth Street
Erie, PA 16507

Re: North East Community Capital Fund--Saving Downtown Buildings & Businesses

Dear Foundation Members:

The North East Community is aware of and strongly supports the efforts of Downtown North East, Inc. to acquire funding for this much needed initiative to identify, acquire, renovate, and preserve the historic buildings in downtown North East, and to recruit new viable businesses to purchase and/or occupy these buildings. We recently granted them one half of the fee for the design costs.

We have witnessed over the past decades the lack of maintenance to these buildings that has created a blighting impact in our downtown. We have witnessed the resulting loss of existing businesses; and we have witnessed the loss of potential new businesses due to the chronic disinvestment in these historic structures and unrealistic expectations on the part of long-time building owners.

We know that there are buyers and tenants interested in locating within our unique and historic downtown. We also know that the costs to renovate these buildings, especially after years of disinvestment, are extraordinarily high. However, we feel strongly that if these buildings are not preserved now, they will soon be lost forever. This initiative will only be successful with a concerted effort of many public and private partners working together for the best interests of the community.

The North East Community Foundation is committed to working with Downtown North East and its partners to assure that this initiative is successful. We sincerely hope that the Erie Community Foundation agrees with our analysis of the situation here in downtown North East and grants these startup funds to begin efforts to accomplish this mission.

If you have any questions, or if we can be of further assistance, please do not hesitate to call us.

Sincerely,

William G. Lewis
Chairman, North East Community Foundation

Cc: Downtown North East, Inc.



June 1, 2019

Erie Community Foundation
459 West Sixth Street
Erie, PA 16507

Re: North East Community Capital Fund--Saving Downtown Buildings & Businesses

Dear Foundation Members:

North East in Bloom (NEIB) is aware of and strongly supports the efforts of Downtown North East, Inc. to acquire funding for this much needed initiative to identify, acquire, renovate, and preserve the historic buildings in downtown North East, and to recruit new viable businesses to purchase and/or occupy these buildings.

We are all citizens of North East and have witnessed over the past decades the lack of maintenance to these buildings that has created a blighting impact in our downtown. We have witnessed the resulting loss of existing businesses; and we have witnessed the loss of potential new businesses due to the chronic disinvestment in these historic structures and unrealistic expectations on the part of long-time building owners.

We know that there are buyers and tenants interested in locating within our unique and historic downtown. We also know that the costs to renovate these buildings, especially after years of disinvestment, are extraordinarily high. However, we feel strongly that if these buildings are not preserved now, they will soon be lost forever. This initiative will only be successful with a concerted effort of many public and private partners working together for the best interests of the community.

North East in Bloom is committed to working with Downtown North East and its partners to assure that this initiative is successful. We sincerely hope that the Erie Community Foundation agrees with our analysis of the situation here in downtown North East and grants these startup funds to begin efforts to accomplish this mission.

If you have any questions, or if we can be of further assistance, please do not hesitate to call us.

Sincerely,

Chas Wagner

Chair, NEIB
Cc: Downtown North East, Inc.



Our mission is to promote, preserve, and enhance the distinctive character of greater Erie through community-based planning, design, and historic preservation.

June 2, 2019

Erie Community Foundation
459 West Sixth Street
Erie, PA 16507

Re: North East Community Capital Fund - Saving Downtown Buildings & Businesses

Dear proposal reviewers:

Preservation Erie is aware of and strongly supports the efforts of Downtown North East, Inc. to acquire funding for this much needed initiative to identify, acquire, renovate, and preserve the historic buildings in downtown North East, and to recruit new viable businesses to purchase and/or occupy these buildings.

The mission of Preservation Erie is to promote, preserve, and enhance the distinctive character of greater Erie through community-based planning, design, and historic preservation. We have witnessed over the past decades the lack of maintenance to these buildings that has created a blighting impact in their downtown. We have witnessed the resulting loss of existing businesses; and we have witnessed the loss of potential new businesses due to the chronic disinvestment in these historic structures and unrealistic expectations on the part of long-time building owners.

We know that there are buyers and tenants interested in locating within their unique and historic downtown. We also know that the costs to renovate these buildings, especially after years of disinvestment, are extraordinarily high. However, we feel strongly that if these buildings are not preserved now, they will soon be lost forever. This initiative will only be successful with a concerted effort of many public and private partners working together for the best interests of the community.

Preservation Erie is committed to working with Downtown North East and its partners to assure that this initiative is successful. We sincerely hope that the Erie Community Foundation agrees with their analysis of the situation in downtown North East and grants these startup funds to begin efforts to accomplish this mission.

If you have any questions, or if we can be of further assistance, please do not hesitate to call us.

Sincerely,

Melinda Meyer
Chair, Preservation Erie

Cc: Downtown North East, Inc.

10 East Fifth Street • Box 3 • Erie, PA 16507 • www.preservationerie.org

Erie Community Foundation
459 West Sixth Street
Erie, PA 16507

E 1 a

Re: North East Community Capital Fund--Saving Downtown Buildings & Businesses

Dear Foundation Members:

North East Arts Council is aware of and strongly supports the efforts of Downtown North East, Inc. to acquire funding for this much needed initiative to identify, acquire, renovate, and preserve the historic buildings in downtown North East, and to recruit new viable businesses to purchase and/or occupy these buildings. The North East Arts Council is presently located in a renovated historic building owned by the North East Borough. This renovation, approximately 30 years ago, has made it possible for the North East Arts Council, The North East Historical Society, and the North East Community Players to exist and bring arts and culture to the North East Community.

We have witnessed over the past decades the lack of maintenance to these buildings that has created a blighting impact in our downtown. We have witnessed the resulting loss of existing businesses; and we have witnessed the loss of potential new businesses due to the chronic disinvestment in these historic structures and unrealistic expectations on the part of long-time building owners.

We know that there are buyers and tenants interested in locating within our unique and historic downtown. We also know that the costs to renovate these buildings, especially after years of disinvestment, are extraordinarily high. However, we feel strongly that if these buildings are not preserved now, they will soon be lost forever. This initiative will only be successful with a concerted effort of many public and private partners working together for the best interests of the community.

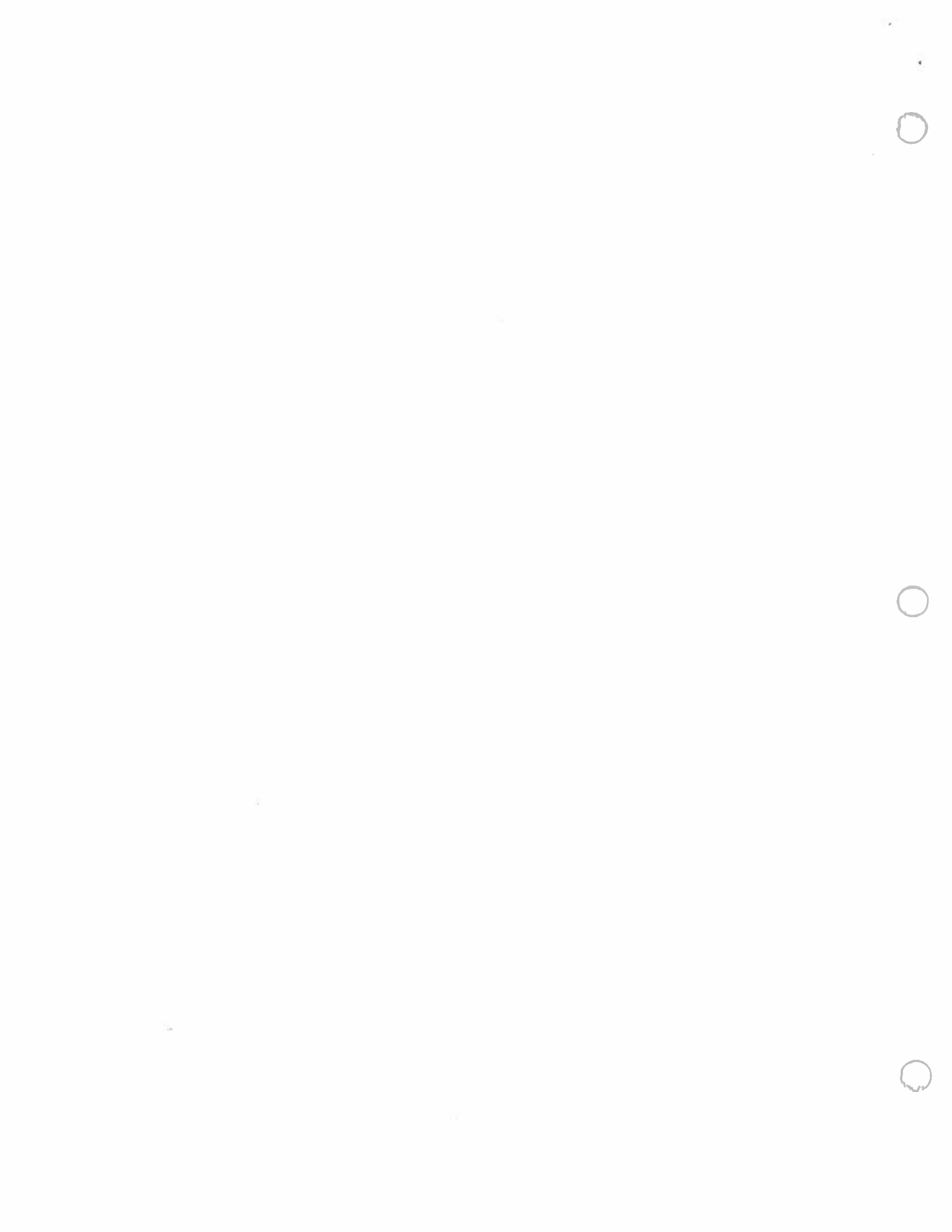
We sincerely hope that the Erie Community Foundation agrees with our analysis of the situation here in downtown North East and grants these startup funds to begin efforts to accomplish this mission.


If you have any questions, or if we can be of further assistance, please do not hesitate to call us.

Sincerely,

Jody Timer
Program Director
North East Arts Council jtimer@aol.com

Cc: Downtown North East, Inc.





**Presented to Erie County
Gaming Revenue Authority**

October 2019



SUSTAIN
North East

Sustain North East

Who are we?

- o Downtown NE, Inc.**

 - o Est'd 9/2009; 501c3 3/2010
 - o Board consists of many professionals (some retired)
 - o Designed after Main Street/Elm Street: Now -- special projects
 - o Great fiscal shape, small budget
 - o Acquired/administered **25 grants**, including 5 ECGRA Mission Main Street grants
 - o Assisted **27 businesses/non-profits** w/ 36 grants for over **\$1.6 m of investments** in past 10 years, excluding the Cork/Skunk & Goat, North Star Winery investments
- o NE Borough**

 - o 4,294 Borough residents; 10,609 including North East Township
 - o New, aggressive Borough Manager with grant writing and code compliance experience
 - o Updated and enforcing new building codes, including fines
 - o Currently administering **\$250,000 MMS grant**
 - o Administered **\$50,000 Renaissance Block Grant** program
 - o Exploring **NAP and NPP** programs
 - o Exploring **joint programs** with North East Township
- o NE Area Chamber**

 - o New Board, Executive Director and staff
 - o Purchased building in downtown for permanent home
 - o Increasing membership
 - o Sponsors numerous events including Wine Fest, Sugar Plum Weekend, Small Business Day, North East Uncorked, Light Up North East, Pet Parade, etc.
 - o Extensive marketing to other cities and regions
 - o **Compiling lists of potential new building owners and businesses interested in downtown North East**

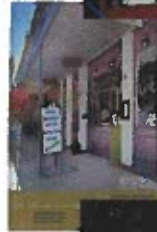
Others
 North East Historical Society • North East in Bloom • North East Township
 North East Community Foundation • North East Arts Council
 Reservation Erie • Businesses and Residents



Sustain North East

Relevant Past Experience
Grape Country Marketplace

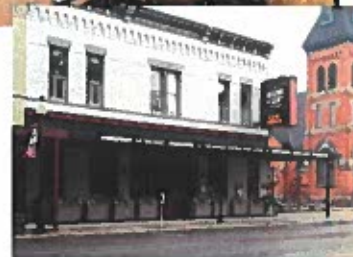
- o Mercyhurst donated 17 West Main to DNE in 2011 (\$150k value)
- o DNE borrowed \$252k from Key Bank & \$75k from the Erie County Redevelopment Authority (\$327k of debt)
- o Raised another \$75k in grants, donations & Welch's products
- o Renovated building systems, interior, new roof & west wall, ADA, restrooms, kitchen
- o Opened Grape Country Marketplace in 2012 with wine shop and restaurant
- o Rents from wine shop & restaurant covered debt
- o Changed restaurant in 2014 to **The Cork 1794**
- o Sold building to The Cork 1794 in 2016 for major expansion & moved GCM to 15 West Main Street



Sustain North East

Relevant Past Experience
Grape Country Marketplace

- o 17 West Main Street became **The Skunk & Goat Tavern**—created **30 jobs** here & **40 jobs** at The Cork in Erie; more private \$\$ spent
- o **65,000 visitors** to the Skunk & Goat each year
- o Sold GCM to private company in **2018**; still operates today as North Star Winery & Market
- o **DNE has done what we are proposing today!**






Sustain North East

Current Issues/Concerns


- Vacancies in downtown commercial buildings
- Deteriorating historic buildings
- Although current on taxes, buildings suffer from disinvestment by owners
- High utility costs due to poor systems & building conditions
- Unrealistic owner expectations
- Businesses leaving
- Underutilized upper floors/access issues
- Losing our historic integrity & commercial viability
- **Mercyhurst North East news— makes everything even more critical!**

Downtown is a National Register of Historic Places district


wall caving in




vacant for 10 years




missing window




excessive utility costs



vacant for 3 years



crumbling wall



Sustain North East

Proposed Solution

- Proactive approach by DNE and partners
- We know that the value of the buildings vs. the work that needs to be done requires non-profit assistance
- For example


17 West Main St. --\$150 k bldg. donation
\$327k renovations
\$ 20k west wall replacement
\$497k total cost
+ \$123k 8,192 volunteer hrs '11-'12
\$620k

Sold building for \$300k= 60% of investment w/o volunteer hours (\$300 ÷ 497)


With volunteer hours (\$300 ÷ 620) 48%

This is critical!

before



after

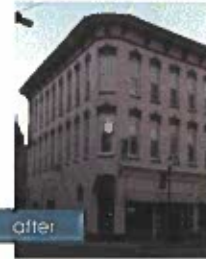




Sustain North East

Proposed Solution

- Enforce codes/initiate discussions with building owners
- Acquire funds to purchase and renovate buildings
- Involve new owners & tenants upfront
 - **Want new owners to provide 10% equity upfront (10% of our purchase price)**
 - **Want tenant commitments upfront**
- Sell renovated buildings to new owners
- Any proceeds from sale, after debt, would go into a **Revolving Loan Fund** —to be administered by DNE, to repeat process
- Target 7 buildings initially



Sustain North East

Proposed Solution

Add access to upper floors w/elevator & walkway





Sustain North East

Proposed Solution

Add access to upper floors w/elevator & walkway

- Estimated cost = **\$768,850**
- + Penelec cost to move 3 poles & wires
- We would require bldg. owners to commit to utilize upper floors
- Potential offices and/or modern loft apartments on upper floors
- Potential for banquet facilities in two buildings

Walking to elevator on elevated walkway



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Sustain North East

1-9 East Main Street



historical photo




current photo



Sustain North East

1-9 East Main Street



future rendering

- .2416 ac
- 19,705 square feet
- 2018 taxes \$7,910.18
- 2 tenants first floor, 1 large vacancy
- Offices 2nd floor, some vacant
- Assessed Value \$325,000
- Asking Price \$389,000
- Renovation cost \$500,000
- Our sale price \$426,000 (48%) to \$530,000 (60%)

Sustain North East

1-9 East Main St.—Sources & Uses of Funds

Use of Funds	Cost estimate	ECGRA anchor grant	ECGRA-Bridge-way Capital	NECF	DNE	RLF	New owners	Other	Total
Acquisition	389,000		220,000	20,000			38,000	111,000	389,000
Arch/Eng/Legal (10%)	30,000							30,000	30,000
Renovation	300,000	100,000						200,000	300,000
Closing	1,500				1,500				1,500
TOTAL	720,500	100,000	220,000	20,000	1,500	0	38,000	341,000	720,500

Sustain North East

21 South Lake Street



1914 1st North Bank of North East 80th Anniversary

historic photo



current photo

Sustain North East

21 South Lake Street



future rendering

- .0828 acres
- 7,479 square feet
- Vacant 1st floor
- 3 apartments on 2nd floor
- Assessed value \$90,000
- Asking Price \$200,000
- Renovation cost \$400,000
- Our sale price \$288,000 (48%) to \$360,000 (60%)



Sustain North East

21 S. Lake St.—Sources & Uses of Funds

Use of Funds	Cost Estimate	ECGRA Anchor Grant	ECGRA-Bridgeway Capital	NECF	DNE	RLF	New Owners	Other	Total
Acquisition	200,000		180,000				20,000		200,000
Arch/Eng/Legal (10%)	30,000			20,000				10,000	30,000
Renovation	300,000	100,000						200,000	300,000
Closing	1,500				1,500				1,500
TOTAL	531,500	100,000	180,000	20,000	1,500	0	20,000	210,000	531,500

Sustain North East

Long-term goals=

Increase assessed & market values, create jobs, increase revenues to local government and schools, preserve historic downtown, and preserve and restore key historic buildings.

North East partners agree that:

- **Public/private partnerships** must continue to spearhead revitalization efforts.
- **Larger-scale projects** are needed **NOW** to sustain our historic buildings.
- **ALL financial resources must be leveraged** to accomplish these major preservation and sustainability activities.

We will **SUSTAIN NORTH EAST!**

Visit us in NE at the Skunk and Goat Tavern for breakfast or lunch and a short tour!



in paper for Girard, Lake City, Fairview, Edinboro, East



Photo by Alex Topor

Members of the Erie County Gaming Revenue Authority and officials from Edinboro gather at Goodell Gardens on Wednesday, Sept. 11, for ECGRA to present a \$250,000 check to the Borough of Edinboro as part of a Mission Main Street grant.

ECGRA announces \$250K investment into Edinboro

By Alex Topor
Editor, Edinboro/McKean

EDINBORO — The Erie County Gaming Revenue Authority announced on Wednesday, Sept. 11, during a press conference at Goodell Gardens & Homestead that it's investing \$250,000 into downtown Edinboro through a grant project.

The grant project, Mission Main Street, will support the borough in its efforts to revitalize downtown Edinboro. This isn't the first time the grant project has been introduced into Edinboro.

Last year, Edinboro received a \$15,000 Mission Main Street grant from ECGRA. Through a small investment

from the Borough of Edinboro and local business owners, about \$65,000 was used to improve downtown businesses.

"We tweaked our main street grants in a significant way. We went from a \$15,000 and a one-year commitment to a \$250,000 grant and a three year-commitment," Perry Wood, ECGRA executive director, said. "We did this because of the aggressiveness of groups like the ones here today."

This grant will provide direct assistance to the business community through façade improvements, transformation of lighting and sidewalks, new banners for Erie and Meadville streets and training for part-

ners to leverage social media platforms to advance business and community goals.

"These projects are part of an overall strategy to improve the business environment and enhance the community offerings that make towns like Edinboro desirable places to live, work and play," Wood said. "ECGRA dollars are empowering this well-organized group of leaders to make a lasting impact on the long-term viability of one of Erie County's unique and historic towns."

Applicants to the Mission Main Street grant can apply for up to \$250,000 over three years for an implementation

See Edinboro P.2

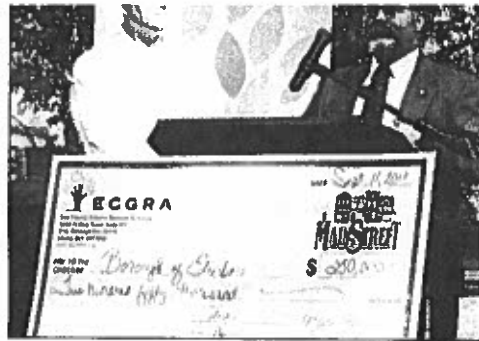


Photo by Alex Topor

From left, Perry Wood, executive director of the Erie County Gaming Revenue Authority; and Kevin Opple, Edinboro Borough manager, speak at a press conference on Wednesday, Sept. 11, at Goodell Gardens & Homestead.

Edinboro

Continued from Page 1

project and up to \$10,000 for a one-year planning project. All projects require a 1:1 cash match.

"When I came into my position two years ago, I found a lot of business owners who had energy, ideas, a vision of what they wanted to do and a lot of community members with vision. They just didn't have a way to bring it all together," Borough Manager Kevin Opple said. "There are a lot of important and wonderful things happening downtown and a lot of it has to do with ECGRA. They have primed the pump and really gotten the community excited."

Some members of the community were excited enough to form the Edinboro Community Economic Development organization, which recently formally received 501(c)(3) designation as a non-profit. The first chairperson of the organization, Brenda Cannel, was at the press conference as well.

"We have so many passionate people on our committee. They have a passion and a love for this area," Cannel said. "I'm thrilled to have the coop-

eration with ECGRA, the university, the borough and the wonderful citizens of Edinboro. This is a great place to be and ECGRA is helping make it even better."

ECGRA also awarded Special Events grants to the Edinboro University Foundation and the Edinboro Highland Games in the amounts of \$7,668 and \$2,124, respectively. Since 2011, ECGRA has invested \$693,971.07 into the Edinboro community.

Erie County Councilman Scott Rastatter was also at the conference to speak for the Edinboro community.

"It's so great to see so many people here today that are all working towards making our community a better place. It's always good to see government working with people to help beautify things and create a better psyche for citizens," Rastatter said. "Local share gaming revenue is making a transformational impact through reinvestment in Erie County's main streets and helping fuel economic activity by supporting successful arts and cultural experiences like the Edinboro Highland Games."



ECGRA announces Community Assets Grants

By Times-News staff

The Erie County Gaming Revenue Authority announced Monday it will distribute more than \$146,000 in grants to 15 arts, culture and heritage organizations in the county.

The grants, paid with gaming funds, are part of ECGRA's Community Assets Grant Program.

It supports capital improvements and programming that provide social, educational, cultural, health, recreational or economic benefits to Erie County residents.

- AmeriMasala, \$8,000
- Community Access Media, \$7,000
- Edinboro Arts & Music Fest, \$10,000
- Edinboro Highland

Games, \$8,000

- Erie Yesterday, \$12,250
- Film Society of Northwestern PA, \$15,000
- Goodell Gardens & Homestead, \$10,000
- Greater Erie Alliance for Equality, \$7,000
- Impact Corry, \$10,000
- Lake Erie Fanfare, \$10,000

• Erie County Chapter of the North East Community Fair Association, \$3,150

- League of Women Voters, \$15,000
- Presque Isle Chapter National Society Daughters of the American Revolution, \$15,000
- WQLN Public Media, \$6,000
- Young Artists Debut Orchestra, \$10,000

The Corry Journal, Tuesday, October 1, 2019

Corry R.A.I.L.S. steams ahead with \$10,000 grant awarded from ECGRA

BY SARA JUKES
sara@thecorryjournal.com

Erie County Gaming Revenue Authority announced on Monday 15 organizations in Erie County that were awarded a combined \$149,000 through its 2019 Community Assets Grant Program, and Corry Railroad and Industrial Legacy Society was the recipient of \$10,000.

To date, Corry R.A.I.L.S. has raised about \$87,000, including the ECGRA grant, in its mission to attain and rebuild a Climax A 313 Steam Locomotive.

While the group's original goal

was \$70,000, Corry R.A.I.L.S. Chairman Tom VanTassel said there will always be extra costs to cover during recovery and the several years of restoration to follow.

"We're always going to need extra money because there are always surprises that come up," VanTassel said. "Once we get it back here, that's a whole different process of getting funds together to do the restoration work."

One setback that has incurred extra costs already was a cancellation of a trip to Palmer, Alaska, that was supposed to take place this summer.

Due to a hold up on paperwork, a delay on receiving signatures from all surviving descendants of the current owner of the Climax A 313 and the short summer window that Alaska has, the originally scheduled trip to retrieve the locomotive this summer was moved to the spring.

Corry R.A.I.L.S. members are, however, planning on flying to Palmer, Alaska, within the next few weeks to meet with a shipping company who will provide shipping at a reasonable cost to help the project.

"We're thinking it's going to cost around \$10,000 to get it shipped

back," VanTassel said.

There are other people to be contacted for the shipping process. The container will be shipped via railroad to Anchorage, then put on a ship from Anchorage to Seattle, and will continue from a Seattle shipping yard to Corry either on a flat bed truck or a rail car.

While in Alaska, the group will be flying up to Nome, Alaska, because R.A.I.L.S. members were contacted about parts of Climax locomotives and cars that were found in the tundra.

◀ See ECGRA, P.2

ECGRA

(Continued from front page)

"We're looking at possibly arranging to get those brought back here as well to utilize as spare parts as well as the fact that they are such a historical item," VanTassel said. "What we are looking at are the log cars, the flatbed cars and the trucks that go with them. They are all just sitting out in the tundra up there and could be restored."

Corry R.A.I.L.S. members intend to return to Alaska as early as possible in the spring to go through the last process

of packing up all the parts and pieces of the locomotive and ship it to Corry.

After the restoration is complete, the Climax A 313 will be one of only three or four of the 21 existing Climax locomotives to be brought back to a running condition.

"This little A isn't coming back to Corry just to be a thing in Corry sitting in a static display," VanTassel said. "It will be a live, steam locomotive being utilized as an ambassador around the country."



Innovation District to stand on its own

Prepares to form new board, emerge as own nonprofit

By Jim Martin
jim.martin@timesnews.com



Sanhack

grant from the Erie Community Foundation, the Susan Hirt Hagen Fund for Transpor- tational Philanthropy and the Erie County Gaming Revenue Authority. Now it's preparing to

emerge as its own nonprofit organization. Everyone knew this moment would come. In a November interview with the Erie Times-News, Mercyhurst President Michael T. Victor said that administrative sponsorship would most likely end within two years. "It's our child," he said.

"But at some point, we are going to say, 'You're on your own.'"

While the Erie Innovation District has never been housed in a Mercyhurst building, it has relied on the university for a range of services, including accounting, legal, human

See INNOVATION, A4

VIEWPOINT

OUR VIEW

Innovation District to go it alone

The issue: Tech Initiative maturing
Our view: Its work is just starting

For decades, Erie's default was to muddle along and make the best of situation after situation. But in recent years, especially the most recent years, there's been a collective epiphany of sorts.

Community leaders and residents alike have been coalescing around the idea that where Erie's been isn't good enough. They've bonded together in recognition of what the combination of local will and resources can accomplish if deployed with a purpose.

Among those purposes was establishing the Erie Innovation District with the intent of creating a cluster of technology businesses

in downtown Erie. As Jim Martin reported Saturday, it launched three years ago this month with the backing of Mercyhurst University and \$4 million in seed money from the Erie Community Foundation, the Susan Hirt Hagen Fund for Transformational Philanthropy, and the Erie County Gaming Revenue Authority.

Now the EID is preparing to stand on its own organizationally and financially. That's a testimony to the power of thinking big and following through. But for the Innovation District, it's just the beginning.

In its infancy, the EID has been supported by a variety of services provided by Mercyhurst, including accounting, administrative, marketing and legal. Now the Innovation District is in the process of weaning itself from its lifeline from Mercyhurst on the way to going it alone.

As Innovation District CEO Karl Sanhack told Martin, in recent months the EID has been working to form its own 501c3 and assemble a new board of directors. But make no mistake: The stand-alone Erie Innovation District will still draw on the leadership and expertise of key community partners.

The new board so far includes Sanhack; Joe NeCastro, former EID board chairman; Jim Martin, regional president of Northwest Bank; and Keith Kennedy, senior vice president of Erie Insurance. Sanhack said the goal is to expand the board to include representatives from LECOM and all of the local universities.

To fuel its work — which includes business accelerator programs to lure startup technology companies to Erie in hopes of building a growing network — the EID will now turn to other sources of funding. They include CapZone Impact Investments, of Connecticut, which in August announced it was forming a \$10 million venture capital fund focused on identifying and recruiting tech startups for Erie. The EID is also seeking to add grants and other investments to the mix.

The focus on startups is being complemented by some established tech companies based elsewhere — including ValueMomentum and MCPc — to expand in downtown Erie and add to the, well, momentum.

The Erie Innovation District is of a piece with other efforts to transform Erie's economy and renew its downtown. Congratulations to all whose drive and generosity brought it to this point.





ECGRA awards more than \$770,000 in grants

By Times-News staff

The Erie County Gaming Revenue Authority on Tuesday announced more than \$770,000 in Mission Main Street grants, which support community revitalization.

ECGRA presented \$150,000 to Preservation Erie to continue its work across Erie County, helping localities plan for and implement Main Street projects. Preservation Erie has successfully helped guide Waterford and Girard boroughs through a capacity building phase — both have now successfully developed the internal capacity to independently secure this funding and continue their Main Street revitalization projects.

Founded in 2007, Preservation Erie's mission is to promote, preserve

and enhance the distinctive character of greater Erie through community-based planning, design and historic preservation.

Preservation Erie is currently working with Lawrence Park, Albion and Union City, where Mission Main Street efforts are in their infancy.

Mission Main Street grants also were awarded to the Borough of Girard (\$170,000), Impact Corry (\$202,400), and Waterford Borough (\$249,800).

"Local share gaming revenue is making a transformational impact through reinvestment in Erie County's Main Street and helping fuel local revitalization efforts through capacity building and matching funds," Erie County Councilman Scott Rastatter said. "This work is creating a strategic impact beyond check

presentations."

ECGRA has set aside \$2.5 million in grants over the next three years for Main Street revitalization. Mission Main Street grantees are required to match ECGRA's \$1.2 million of local share gaming revenue investments, extending the reach of these valuable economic development dollars to \$2.4 million revitalizing main streets across Erie County in the past six years.

Rastatter was joined by County Councilman Andre Horton; Gary Lee, Erie County director of administration; Waterford Borough Council President Tim LaFlamme; Melinda Meyer, of Preservation Erie; and ECGRA officials.

ECGRA officials announced the grant recipients at the Judson House in Waterford.

Impact Corry awarded \$202,400 in Mission Main Street funds

BY ERIN PASSINGER
erinpass@thecorryjournal.com

A grant to support revitalization projects was awarded to Impact Corry on Tuesday in the amount of \$202,400.

The Erie County Gaming Revenue Authority (ECGRA) awarded a total of \$772,200 toward four projects throughout the county as part of its 2019 Mission Main Street Grant Program.

Specifically, Impact Corry was awarded funds to build a real and virtual entrepreneurial ecosystem and business district destination.

Impact Corry will be focusing its revitalization efforts of the arts to turn an underperforming and underdrawing portion of the city into a sought-after destination.

"Impact Corry applied for Mission Main Street funding on behalf of Corry businesses to help with facade renovations, local marketing efforts, business resource development and an online events and business destina-

tion website," said Bill Nichols, President of Impact Corry. "Erie County Gaming Revenue Authority's Mission Main Street grants have proven to reinvigorate neighborhoods and main corridors, boost buy-local efforts and combat blight throughout our county."

Previous Mission Main Street grants have provided downtown trees, benches and flower planters, while funding the railroad property park project, the Erie to Pittsburgh Trail kiosk and bike fix it station.

"Erie County Gaming Revenue Authority continues to be pivotal in funding important projects throughout our region and has been incredibly generous to the Corry community," said Sandy McClellan, Impact Corry board member. "This Mission Main Street grant is just one more example of how ECGRA has stepped up to help our community thrive and prosper."

◀ See Impact Corry, P.2

Impact Corry

(Continued from front page)

Impact Corry predicts facade renovations will begin during construction season 2020, with other elements debuting after the first of the year.

"This effort would not be possible without the integrated efforts of numerous downtown businesses, commercial property owners, local advocacy programs and

individuals who have worked with Impact Corry to develop this project," said Charles Gray, community development director for Impact Corry.

ECGRA has set aside \$2.5 million in grants over the next three years for main street revitalization. Mission Main Street grantees are required to match ECGRA funds.

MOVER OF THE WEEK

Brad Gleason has been named the first director of entrepreneurial operations at Gannon University's Center for Business Ingenuity and will launch The Hatchery in the new Institute for Health and Cyber Knowledge, or I-HACK.



In this newly created position, Gleason will facilitate and coordinate Gannon's business development initiatives. The new position will lead operations and guide companies to resources in the Beehive Network, to mentoring and incubation opportunities in

the Erie Technology Incubator and to expanding academic-industry collaborations for new business and product development in The Hatchery.

Gleason, who starts in November, most recently was the director of operations at Mercyhurst University's Ridge College of Intelligence Studies and Applied Sciences. He earned a bachelor's degree from Gannon and a master's degree from Mercyhurst.

Erie lands \$500,000 grant to help fund free Wi-Fi

By Jim Martin
jim.martin@timesnews.com

Erie might just have moved a step closer to smart city status with a \$500,000 state grant to fund free public Wi-Fi access. The announcement came Thursday from state Reps. Ryan Bizzarro, Pat Harkins and Bob Merski.

According to the three Democratic lawmakers, the grant from the Appalachian Regional Commission will expand Erie's Secure Smart City Pilot — a project launched last year to help the city use electronic data collection to better manage resources, fight crime and improve efficiency.

"I'm especially excited about how this program is going to make us a safer community," Harkins said. "I have been working with law enforcement for some time on this project, and this infusion of funding is going to enhance security in areas that are prone to crime."

"The theory behind

smart cities is that they use information technology to capture data that can pinpoint exactly where resources are needed," Merski said.

Bizzarro said that by enabling the city to provide outdoor Wi-Fi access, the funding will lead to enhanced quality of life for residents.

In August, Erie City Council approved a professional services agreement with Quantela Inc. — a global data analytics company that is working with the city and the Erie Innovation District on technology-based projects — as part of a plan that would bring Wi-Fi to public spaces throughout the eight federal Opportunity Zone tracts in Erie.

The intention is to make those low-income areas more attractive for investment. As part of the agreement, the city would pay Digital Alpha Advisors LLC, Quantela's investment partner, \$30,000 a year for a 10-year period.

In turn, Digital Alpha Advisors said it would make an initial investment of \$506,000 to fund the initial rollout of the project. At the time, Renee Lamis, Mayor Joe Schember's chief of staff, said the city would look to leverage the \$506,000 investment from Digital Alpha Advisors to seek additional funding to support the project.

The grant is part of a package of \$8 million in funding for 10 projects in counties affected by job losses in coal mining, coal power plant operations and coal-related supply chain industries due to the changing economics of America's energy production. Although not a coal-producing region, Erie has lost jobs at the former GE Transportation plant, now owned by Wabtec, due to cuts in coal mining.

Jim Martin can be reached at 870-1668 or by email. Follow him on Twitter at [www.twitter.com/ETNMartin](https://twitter.com/ETNMartin).

VIEWPOINT

OUR VIEW

New Erie being seen by nation

The issue: New Erie gaining traction
Our view: Would-be leaders take note

And there it was. Just eight words past the "Erie, Pa." dateline in a recent New York Times article came, like clockwork, the cliched stock description: "this faded manufacturing hub."

The story went on to explore the mindset of swing voters here amid the House impeachment inquiry. Only late in the text came a passing nod to the fact that Erie is "moving past the stereotype of Rust Belt decrepitude." Um, thank you?

The unflattering national media spotlight caused consternation here following Donald Trump's 2016 win. The president turned Erie County red the first time since Ronald Reagan by attracting many former Obama voters and edging out Hillary Clinton by a few thousand votes. Media coverage centered rightly on the region's economic pain, because Trump's promises to heal it won him the day.

But they failed to acknowledge other nascent currents. Lenses focused ravenously on crumbling brick and busted windows, not the shining, reclaimed bayfront. They featured despairing displaced workers, not young people staking futures here because they saw opportunity and rich quality of life.

That is changing because the Rust Belt cliches just don't fit. The same day the New York Times piece was published, The Wall Street Journal explored two of the most important efforts underway to forge Erie's future: the Erie Downtown Development Corp.'s bold endeavor, led by Erie Insurance, to sink capital in an ailing downtown real estate market to jump-start a recovery, and also the Erie Innovation District.

No question, Erie still grapples with abysmal poverty rates and it bleeds people. But there are unprecedented cross-sector strategies being advanced to engineer local solutions to heal the economy, blight and, under Mayor Joe Schember, racism.

Urban expert Bruce Katz, The Atlantic's James Fallows and others have been telling this Erie story, as have we through our Erie Next initiative.

It is welcome to see this Erie profile starting to emerge in national media coverage. More important is how clearly those vying for Erie votes in the pivotal elections ahead see this region, its grit, prospects and needs — which are resources and policies to power advanced manufacturing, education, equity and workforce development, blight remediation, infrastructure and an economy built on innovation and cybersecurity.

Erie, a swing county in a swing state, holds leverage it should wield with as much savvy as it does every other native asset these days.

Nativist appeals should mean little in a city that has always relied on immigrants to create new vitality. Likewise, as state Rep. Ryan Bizzarro said, on the left, social platforms must be balanced with attention to pocketbook issues.

Both parties must know Erie is not looking backward toward a bygone, and yes, faded era. It has better things to do.

October 11, 2019

West County News-Journal

ECGRA announces \$28K investment into Edinboro

By Alex Topor

Editor, Edinboro/McKean

EDINBORO — The Erie County Gaming Revenue Authority recently announced a \$28,000 investment into Edinboro with its Community Assets Grant Program.

The grant program supports capital improvements and programming that provide social, educational, cultural, health, recreational or economic benefits to Erie County residents.

One local recipient was Goodell Gardens & Homestead, which received \$10,000.

"We are so grateful to ECGRA for awarding Goodell Gardens & Homestead a \$10,000 Community Assets Grant. These monies will be used to help underwrite the purchase of a new tractor, allowing us to replace our 30-plus year-old tractor with something more reliable, appropriately-sized and equipped for our needs," said

Amber Wellington, executive director of Goodell Gardens & Homestead. "Further, having a tractor that is reliable will allow our staff to become more efficient. Our existing tractor, who we've named Gertrude, has been plagued with a litany of mechanical and electrical issues over the past few seasons."

Since 2013, ECGRA has awarded a total of \$33,934.56 to Goodell Gardens & Homestead.

See Edinboro P.10

Edinboro

Continued from Page 3

"ECGRA is always willing to help with whatever project we approach them with. From replacing the roof of our 1885 Bank Barn to purchasing new computer and events equipment to sponsoring our full season of special events, Goodell Gardens can truly say ECGRA works," Wellington said. "I'd like to personally thank ECGRA's staff and board of directors for making all of these wonderful things in Erie County possible."

Also receiving money was the Downtown Edinboro Arts & Music Fest. The annual festival takes place at Goodell Gardens every May and features live music, vendors, art shows and other events over several days.

The festival was awarded \$10,000. Since 2011, ECGRA has awarded \$79,780.83 to the nonprofit, including the community assets grant seven times.

Also receiving grant money from ECGRA was the Edinboro Highland Games in the amount of \$8,000. The Highland Games, also an annual event, takes place every Sep-

tember at Edinboro University. It began in 1993 as a way to celebrate Scottish heritage and now features several thousand guests every year.

The \$28,000 investment into Edinboro was part of a larger \$146,000 investment into 15 total nonprofits throughout Erie County. Other recipients included the following:

- AmeriMasala — \$8,000
- Community Access Media — \$7,000
- Erie Yesterday — \$12,250
- Film Society of Northwestern PA — \$15,000
- Greater Erie Alliance for Equality — \$7,000
- Impact Corry — \$10,000
- Lake Erie Fanfare — \$10,000
- Erie County Chapter of the North East Community Fair Association — \$3,150
- League of Women Voters — \$15,000
- Presque Isle Chapter Society Daughters of the American Revolution — \$15,000
- WQLN Public Media — \$6,000
- Young Artists Debut Orchestra — \$10,000



Community college 'action plan' gets funding

Foundations to give \$300,000 grant

By Matthew Rink
matthew.rink@timesnews.com

Mike Batchelor, president of the Erie Community Foundation, imagines what might have been.

What if, Batchelor wonders, Erie County had established a community college years ago.

"Just think for a second how our community would be different if we had established a community college in 2007, or better yet in the 1960s when many Pa. community colleges were established," Batchelor asked the two dozen people who gathered at the Susan B. Hirt Hagen Foundation for Transformational Philanthropy Tuesday. "Literally thousands of Erie County residents would have received technical training so desperately needed by local manufacturers and other businesses. "Educational attainment is one of the highest predictors of lifetime earnings," he continued. "Literally thousands of Erie County residents would have continued their studies beyond the high school degree. This would have increased the odds of them living a lifetime free of poverty."

Batchelor then announced that the two foundations would provide \$300,000 to the ongoing efforts to establish a community college in Erie County. The money, he said, will help push the county's application for a

FUNDING

From Page A1

community college "over the finish line."

"A plan in Harrisburg awaits action," he said. "Our leading business organizations, philanthropists, county government, our mayor, religious organizations, nonprofit leaders, school superintendents, other grant makers, including ECGRA (the Erie County Gaming Revenue Authority), countless citizens, even local

higher education has come on board in support of a local community college. Clearly, our time is now."

The \$300,000 grant to the nonprofit Empower Erie will fund an "action plan" rolled out last week by the nonprofit and members of the Erie County Community College Committee. That plan focuses on re-energizing and remobilizing support for a community college among elected officials, including Erie's state delegation and Gov. Tom Wolf.

It will use paid media, earned media and social media to bolster support in the hopes

that the state Department of Education and Board of Education will back Erie County's application for a community college. The application has been idling in Harrisburg for more than two years. Erie County would be the financial sponsor of the community college if the state board grants the charter, which would be the 15th in the state and the first granted in more than 25 years.

The renewed focus on the application comes weeks after an alternative proposal to partner with the Northern Pennsylvania Regional College

for community college education failed to materialize.

The \$300,000 is drawn down from about \$4 million previously committed by the foundations and the ECGRA for the college. Of that \$4 million, \$3.33 million remains available, according to the Erie Community Foundation.

Ron DiNicola, a member of Empower Erie and the Community College Committee, thanked Batchelor for the support.

"We simply would not be able to do what we are doing and to get to where we are today" without the assistance,

he said. "It's been a long road, longer than we had hoped. We had hoped that we would have a board of trustees in place and that we'd be offering community college courses by now. That's not the way sometimes these things go, but we have stayed the course. And importantly, our friends of the effort in the community have stayed the course, like the Community Foundation in particular."

Matthew Rink can be reached at 870-1884 or by email. Follow him on Twitter at www.Twitter.com/ETNrink.



RESOLUTION NUMBER 15, 2019

Resolution to enter into agreement with the Jefferson Educational Society (JES) to fund a pilot project for community engagement in the planning and design of an iconic connection between downtown Erie and the waterfront

Whereas, ECGRA was formed to oversee and administer the investment and distribution of gaming funds in Erie County, Pennsylvania; and

Whereas, ECGRA's mission of economic and community development recognizes the importance of infrastructure, placemaking, walkability, and smart urban design in promoting Erie County and its competitive advantages; and

Whereas, the PA Economic Development Financing Law finds that alternative means of financing infrastructure are important to the encouragement of economic development, and as its purpose such authorities are permitted to finance, through grant and loan funds, projects of public infrastructure that alleviate unhealthy conditions; and

Whereas, the JES, in partnership with the City of Erie and Pennsylvania Department of Transportation, is engaged in economic and community development for Erie County in leading a coalition of entities to engage Kent State University's Urban Design Collaborative in a planning and design exercise; and

Whereas, the JES expertise in community engagement of complex community coalitions makes it an ideal candidate to shepherd pilot project funding in the planning and design of an iconic connection between downtown Erie and the waterfront; and

Whereas, the eligible applicant is awarded a pilot project grant totaling \$5,000 to the extent outlined in the attached Exhibit "A";

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Erie County Gaming Revenue Authority, pursuant to the Economic Development Financing Law and the Erie County Gaming Revenue Authority Bylaws, resolves to enter into agreement with the JES so Erie County can plan for and design an iconic connection between Erie's downtown and the Waterfront.

On the motion of _____, seconded by _____.

This resolution was passed on the 17th day of October 2019 by a vote of ___ - ___.

ERIE COUNTY GAMING REVENUE AUTHORITY

Chairman, Erie County Gaming Revenue Authority

October 17, 2019

ATTEST:

Secretary, ECGRA

Project Gateway: Designing an Iconic Connection between Downtown Erie and the Waterfront

Pilot Project Grant Program

Jefferson Educational Society

Mr. Ferki Ferati
3207 State Street
Erie, PA 16508

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O: 814-459-8000
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Ms. Morgan Adams

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LOI Form

Question Group

Project Name*

Project Gateway: Designing an Iconic Connection between Downtown Erie and the Waterfront

Name of organization*

Jefferson Educational Society of Erie as Lead Partner

Brief description of the organization*

Please include your mission statement, a brief history of the organization, and how the project is part of your mission.

The Jefferson Educational Society of Erie is a non-profit institution founded to promote civic enlightenment and community progress for the Erie Region through the study, research, and discussion of those ideas and events that have influenced the human condition. We offer courses, discussions, and lectures which explain the central ideas which have formed the past, assist in exploring the present, and offer guidance to enhance the civic future of the Erie Region.

Brief project or program description*

What are you trying to accomplish?

The goal of "Project Gateway: Designing an Iconic Connection between Downtown Erie and the Waterfront" is to hold a "charrette," an intense three-day planning exercise intended to solicit input from a broad cross-section of neighborhood residents and stakeholders, and generate ideas for neighborhood connections to the Bayfront. The work of the Cleveland Urban Design Collaborative of Kent State University will generate a report that will include short-term and long-term recommendations.

The CUDC is the outreach division for the College of Architecture and Environmental Design at Kent State University. Based in downtown Cleveland, the professional staff of the CUDC works with communities on a wide range of urban design and planning projects. About 30 to 35 students and staff will produce a series of analytical drawings, diagrams, renderings, design guidelines, and other planning and urban design graphics to be presented to the community. Some of their recent work includes projects related to the revitalization of Toledo's Junction Neighborhood; the removal and redevelopment of a section of the Akron Innerbelt; and public space and transportation improvements in Downtown Youngstown.

Prior to the charrette, the CUDC will work with City of Erie and Erie County staff to identify the study area, define possible outcomes, and collect background information and base data for the neighborhoods. The event will begin with a tour of the waterfront, downtown, and east and west Erie neighborhoods on Thursday, Oct. 17, followed by a series of community meetings and stakeholder interviews to identify strengths, needs, and priorities along the Bayfront Parkway, primarily between Sassafras and Holland streets.

The faculty visited Erie in September after the Jefferson's application was selected in the CUDC's competition and met with key stakeholders to discuss a strategy for community engagement. While in Erie, CUDC were given relevant documents that faculty will incorporate into the student's courses so that when they arrive in town, they will have a keen understanding of the infrastructure challenge. These documents

are: Emerge 2040 – the County Master Plan, Erie Refocused – Erie’s recent Comprehensive Plan, PennDOT’s Bayfront Plan, The Port Authorities past two Master Waterfront Plans, the Downtown Partnership Plan, and a series of projected plans from Civic Center Authority and Harbor Place, as well as a host of articles from the Erie Times-News over the past five years. The design team will spend time in the urban core district, neighborhoods, documenting existing conditions, analyzing opportunities and constraints, and speaking directly with residents about their hopes and concerns for the Bayfront Parkway.

Once in Erie, CUDC will be engaged with community activities starting at 8 a.m. and running until 10 p.m. These activities will include site visits, community meetings, team sessions, stakeholder reflection sessions with PennDOT and other Bayfront Stakeholders. CUDC will draft a series of illustrations based on community input and hold a public presentation most likely at the Erie County Library. Feedback from the public is critical to shape the final version of the plan which will be worked on over a series of weeks. A date will be selected to return to Erie for the unveiling of the Charrette project.

Using this information, the CUDC will develop a series of preliminary design recommendations and review them with the community at a public forum held on Saturday night, October 19.

The overarching goal through the charrettes project is to define what Erie Refocused has charged: build an “Iconic” connection between Erie’s Waterfront and its Downtown that promotes pedestrian, bicycle, and vehicular safety. This “iconic connection” can be a great public space, designed to contribute both to downtown and to the Bayfront and become an economic development generator in its own right. While PennDOT’s proposed Bayfront Plan addresses future automobile congestion concerns, it falls short of addressing the connection between the waterfront and downtown. CUDC will work with PennDOT and their preferred plans to find alternative ways to address the vital connection.

Why is this Pilot Project needed?*

Describe why the project is needed in the community. Are there other funding sources including your organization that could fund your project?

The Pilot Project for “Project Gateway: Designing an Iconic Connection between Downtown Erie and the Waterfront” is needed to augment currently proposed plans for Erie’s Bayfront development. While those plans address critical issues, this project supplements them by focusing specifically on the connective elements between the downtown and the waterfront, taking into critical consideration the interplay between pedestrian, bicycle, and vehicular traffic.

As stressed in Erie Refocused, pedestrian and bicycle infrastructure must be a priority for future Bayfront development. Having the CUDC charrette occur will ensure this concern is addressed.

As for the funding sources, the Jefferson will cover \$5,000 – or half – of the anticipated budget, but as this was not an initiative accounted for during the planning of the organization’s last fiscal year, it is an unanticipated operational cost but is vital to driving community progress and is in line with the Jefferson’s mission.

Project Timeline

When will the project begin? Can this project be completed withing 12 months of a grant award?

CUDC officials visited Erie in September and will return for a day-long session with stakeholders October 8. The CUDC team and students will conduct a three-day-long charrette from Thursday, Oct. 17 to Saturday, Oct. 19. A preliminary public presentation will be made Saturday, Oct. 19. A final report with public presentation will be issued to the community tentatively in November.

What is the amount of your grant request?*

\$5,000.00

What is the total project budget?*

\$10,000.00

Will there be a 1:1 cash match?*

Yes

What is the source of the cash match?

Jefferson Educational Society

Is the match secured or committed?*

N/A



File Attachment Summary

Applicant File Uploads

No files were uploaded





RESOLUTION NUMBER 16, 2019

Resolution to authorize the executive director and solicitor to enter into negotiations and execute an agreement with the Erie Center for Arts & Technology (eCAT) for a \$500,000 mission-related investment (MRI) loan for the purpose of rehabilitating the Wayne School building in support of workforce development, educational, and healthcare programming anchoring a distressed neighborhood.

Whereas, ECGRA established the Neighborhoods and Communities focus as a funding stream to make both grants and MRIs within Erie County to support distressed neighborhoods, historic structures, and commercial corridors; and

Whereas, ECGRA's mission of economic and community development recognizes:

- A. the importance of supporting projects that lead to the employment of targeted groups such as the economically disadvantaged, and
- B. the importance of preservation and adaptive reuse of historic structures for community benefit, and
- C. the importance of healthcare delivery to ensure a healthy workforce

Whereas, the PA Economic Development Financing Law finds that the unavailability of private credit sources for redevelopment areas of distress has a detrimental effect on the ability of residents to access employment, cultural, and business opportunities, and

Whereas, entities such as the authority have as its purpose the ability to promote the establishment and development of health care and educational facilities through grant and loan financing, and

Whereas, ECGRA's approach to Neighborhoods and Communities recognizes that entities such as the eCAT acting as a community development corporation are revitalizing anchor buildings such as the Wayne School through the New Market Tax Credit Program (NMTC) in order to provide new and importance services to the residents of that neighborhood; and

Whereas, the eCAT has demonstrated and agrees to the following:

1. that it qualifies to apply for an MRI in the asset class known as community facility per ECGRA's impact investment policy, and
2. that it has experience in this asset class due to its affiliation with the Manchester Bidwell Corporation, and
3. that the rehabilitation project under consideration will be in the boundaries of Erie County, under the supervision of a nonprofit in good standing with the IRS and local government entities, and based in Erie County, and

4. that it requires a \$500,000 MRI for a term of 7 years because of a critical gap in available financing to make Erie County's first NMTC project a reality, and
5. that the MRI is available upon the contingency that the project's fundraising goals are met before the release of funds, and that the executive director and solicitor will be satisfied that fundraising milestones have been met before funds are released, and

Whereas, in accordance with ECGRA's impact investment policy and by the recommendation of the strategic planning committee, ECGRA seeks to enter into an MRI with the eCAT by authorizing the executive director and solicitor to negotiate and execute on terms and conditions in order to effectuate the MRI;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Erie County Gaming Revenue Authority, pursuant to the Economic Development Financing Law and the ECGRA Bylaws, awards a mission-related investment to Erie Center for Arts and Technology in the amount of \$500,000 subject to contract negotiations with the executive director and legal counsel.

On the motion of _____, seconded by _____.

This resolution was passed on 17th day of October, 2019 by a vote of ____ - ____.

ERIE COUNTY GAMING REVENUE AUTHORITY

Chairman, Erie County Gaming Revenue Authority

October 17, 2019

ATTEST:

Secretary, ECGRA

RESOLUTION NUMBER 17, 2019

Resolution to authorize the executive director and solicitor to enter into negotiations and execute an agreement with Downtown North East (DNE) for a \$400,000 mission-related investment (MRI) loan for the purpose of proactively revitalizing buildings in the main street and commercial corridors deemed necessary to stabilize and improve the Borough of North East.

Whereas, ECGRA established the Neighborhoods and Communities focus as a funding stream to make both grants and MRIs within Erie County to support distressed neighborhoods, historic structures, and commercial corridors; and

Whereas, ECGRA's mission of economic and community development recognizes:

- A. the importance of supporting projects that revitalize main streets and commercial corridors hosting small businesses, and
- B. the importance of preservation and adaptive reuse of historic structures for community benefit, and
- C. the importance of local self-determination to proactively organize financing vehicles that support revitalization

Whereas, the PA Economic Development Financing Law finds that the unavailability of private credit sources for redevelopment areas in distress has a detrimental effect on the ability of residents to access employment, cultural, and business opportunities, and

Whereas, entities such as the authority have as its purpose the ability to promote the establishment and development of funding vehicles to eliminate blight or otherwise improve an area for industrial, commercial, and other economic activity through debt financing, and

Whereas, ECGRA's approach to Neighborhoods and Communities recognizes that entities such as Downtown North East (DNE) acting as a community development corporation are revitalizing historic main streets and commercial corridors, and

Whereas, DNE has demonstrated and agrees to the following:

1. that it qualifies to apply for an MRI in the asset class known as fixed income per ECGRA's impact investment policy, and
2. that it has the experience in this asset class through previous redevelopment work, and
3. that the rehabilitation project under consideration will be in the boundaries of Erie County, under the supervision of a nonprofit in good standing with the IRS and local government entities, and based in Erie County, and

4. that it requires a \$400,000 MRI for a term of 10 years because of a critical gap in available financing, and
5. that the MRI is available upon the contingency that the project's fundraising goals per building are met before the release of funds, and that the executive director and solicitor will be satisfied that fundraising milestones have been met before funds are released, and

Whereas, in accordance with ECGRA's impact investment policy and by the recommendation of the strategic planning committee, ECGRA seeks to enter into an MRI with the DNE by authorizing the executive director and solicitor to negotiate and execute on terms and conditions in order to effectuate the MRI;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Erie County Gaming Revenue Authority, pursuant to the Economic Development Financing Law and the ECGRA Bylaws, awards a mission-related investment to Downtown North East in the amount of \$400,000 subject to contract negotiations with the executive director and legal counsel.

On the motion of _____, seconded by _____.

This resolution was passed on 17th day of October, 2019 by a vote of ____ - ____.

ERIE COUNTY GAMING REVENUE AUTHORITY

Chairman, Erie County Gaming Revenue Authority

October 17, 2019

ATTEST:

Secretary, ECGRA