



**MEETING OF THE BOARD OF DIRECTORS  
Knowledge Park; 5240 Knowledge Parkway; Erie, PA 16510**

**March 19, 2020**

**AGENDA**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. APPROVAL OF MINUTES – February 2020**
- 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**
  - a. Ignite Erie 12-month contract extension**
- 13. NEW BUSINESS**
  - a. Resolution Number 2, 2020 – Resolution to enter into agreements with 44 Erie County Special Events grant applicants for the year 2020**
  - b. Resolution Number 3, 2020 – Resolution to Approve the Employment Contract of the Executive Director**

- c. Resolution Number 4, 2020 – Resolution to Adopt the 2020-2021 Budget
- d. Resolution Number 5, 2020 – Resolution to Create a COVID-19 Response Fund
- e. Resolution Number 6, 2020 – Resolution to Create a COVID-19 Small Business Loan Fund
- f. Resolution Number 7, 2020 – Resolution to Create a COVIDS-19 Non-Profit Loan Fund
- g. Resolution Number 8, 2020 – Resolution to Support the Erie Redevelopment Authority with a Small Business Loan Fund

#### 14. ADJOURNMENT

##### Next Regularly Scheduled Board Meeting of ECGRA

**Date:** Thursday, April 23, 2020 \*\*Please note that this is the fourth Thursday due to Easter.

**Time:** FINANCE MEETING: 8:00 a.m.  
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**  
**February 20, 2020**

**CALL TO ORDER**

The Board of Directors' Meeting of the Erie County Gaming Revenue Authority was held on February 20, 2020 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. Barney, Mr. Bagnoni (via Zoom), Mr. Cleaver, Mr. DiPaolo, Ms. Hess, Mr. Paris, and Mr. Sample. Mr. Lee, Mr. Wachter and Dr. Wood are also present.

**APPROVAL OF THE AGENDA**

Mr. Barney makes a motion to approve the agenda as presented. Mr. Cleaver seconds the motion. There is no discussion of the agenda. Motion carries 7-0.

**APPROVAL OF MINUTES** – January 2020

Mr. Cleaver makes a motion to approve the minutes as presented. Mr. DiPaolo seconds the motion. There is no discussion on the minutes. Motion carries 7-0.

**DIRECTOR'S COMMENTS**

There are no comments at this time.

**COMMENTS BY THE CHAIR**

Mr. Paris has no comments at this time.

## PUBLIC COMMENT

There is no public comment.

## PRESENTATIONS

There are no presentations.

## COMMITTEE REPORTS

- a. Treasurer's Report: Mr. Barney: Good morning everyone. Hopefully you have all had the opportunity to look over the Treasurer's Report for January 2020. We had no income come in from gaming, but you can see the interest from savings, EDF Restructured, and Blue Highway. The other ones were reported on last month's statement. There was nothing new in expenses, but you will see at the bottom, you'll see the Community Assets that were awarded. The Community Centers had 13 applicants and the Parks, Fields, and Trails had 10 so there was a total of 23 grants that were awarded.

A little further down you will see the payment to Summer Jobs; that is a draw for the 2019 program. We will be voting on the 2020 Summer Jobs later. The 2019 amount still hasn't been met because we awarded \$150,000. Anchor Building shows six different drawdowns. On to the next page, you can see that the Notes Receivable is \$6.5 million. Are there any questions?

Mr. Sample: Dale, you said \$6.5 million; I see \$5 million.

Dr. Wood: That's for the reserve for Uncollectable Notes; it's technically calculated into that number. From an accounting standpoint, they calculate it in. But just to be clear, no one is in default, we're not expecting any kind of default on any Notes whatsoever.

Mr. Barney: Next is the Statement of Cash Flow – does anyone have any questions there? Then let's go to Budget vs. Actual for the month of January. As you can see, there is nothing in accounting fees, but you see payments to Government Relations, which is Ridge, you see the Professional Services for Parker Philips, you see the legal services from Knox, and the payroll services. A little farther down you see the books and subscriptions, which is the Times News, postage, Office Supplies are from Tammi's Visa, Meeting Expenses shows the Strategic Planning session, and everything else is self-explanatory. You will see under Outreach there's \$1,000; \$500 of that was for the MLK dinner and \$500 of that was for the Renaissance Block speaker at the workshop. Advertising is for the Board meetings and the Strategic Planning meeting. Is there anything that jumps out that you would like to discuss?

Mr. Lee: Dale, what falls under the Insurance?

Mr. Barney: Farther in the back we were going to get to the insurance things, but Perry can explain.

Dr. Wood: Officers and Liability Insurance is part of that, Business Catastrophe, Workers Comp, and UltraFlex.

Mr. Lee: And what is covered under UltraFlex?

Dr. Wood: It's basically a type of umbrella coverage.

Ms. Michali: It is, and right off the top of my head I can't remember what it covers, but I can send you an explanation when I get back to the office.

Mr. Lee: Okay. Thank you.

Dr. Wood: I think we actually went over this like three months ago so I'm sure it's not fresh in your mind, but we can provide summaries. We use Great Lakes Insurance right here in town to vet all of these policies and when they were up for renewal, we actually brought in the amounts and we showed a comparison. We can provide that again; it's no problem.

Mr. Lee: Thank you.

Mr. Barney: Next is the Schedule of Grant Reserve; it shows the Committed and Uncommitted Funds at the very top. You'll see the number for the fourth quarter seems a little low but remember it's only one month into the fourth quarter of our fiscal year. When you look down, you see the PFT disbursements; remember those are a one-time drawdown and then they're done. So, all these have received their money and they are done. On the back you see the CC disbursements, and those are a one-time drawdown also. The next page shows nothing, but the following page shows Anchor Building, which are multiple drawdowns. Other than the Benedictine Sisters who took their drawdown all at once because of their project, the rest of these show the first installment of multiple drawdowns.

Mr. Cleaver: Was that for the heating unit?

Mr. Barney: Yes, exactly. They needed it all at once. You will also see the payment for Summer Jobs that is indicated; remember that is for 2019 and they haven't met the cap yet. The following page is just a summary of what we just indicated. The Benedictine Sisters received their total amount and the other ones have only taken a partial payment, so it shows the amount remaining. Same with Summer Jobs – it indicates what we paid and how much they have left, which is \$18,645 to reach their \$150,000.

Next we will go to the Check Detail Report which indicates all the payments that I had previously mentioned for Anchor Building, Parks and Fields, and Community Centers. Are there any questions on the Check Detail?

Mr. DiPaolo: I have just one question. I brought this up before about Empower Erie; they have only taken \$30,000 of the \$400,000 that was committed. In the event the community college doesn't go through and if in fact it would be appealed, are they allowed to use this money to appeal it?

Dr. Wood: Honestly, Dom, I think we as a Board should have that conversation if the time comes, if you're comfortable with that.

Mr. DiPaolo: I just wanted to bring it up.

Dr. Wood: I would say technically yes, they could use it. However, because this has dragged on for over two years, I think we ought to be kept in the loop on what is going on with that process and maybe even have a member of Empower Erie come give us an update at a Committee or Board meeting.

Mr. Sample: Initially, that money was for the acquisition or trying to get that so this would theoretically be part of the process, but I agree that we should still be brought up to date as to what is going on.

Dr. Wood: And I don't think that should reflect anything about our position; we've already awarded the money and it's sitting there. You bring up a really good point that we need to be up to date.

Mr. DiPaolo: Okay.

Mr. Barney: Are there any other questions pertaining to the Check Detail? Then let's move onto the credit cards. You see office supplies, postage, phone/IT, Strategic Planning meeting; you might see the \$80.70 for office supplies and that was for binders, dividers, paper plates, and napkins. Are there any questions pertaining to any of those expenses? If not, that concludes my report.

There is no further discussion of the Treasurers Report. Mr. Sample makes a motion to accept the Treasurer's Report as presented. Ms. Hess seconds the motion. Motion carries 7-0.

- b. Strategic Planning Committee: Mr. Paris: We did not have a Strategic Planning meeting, so there is nothing to report.
- c. Update from County Council: Mr. Horton is not present so there is nothing to report.
- d. Update from County Executive's Office: Mr. Lee: Thank you, Mr. Chairman. I'll start with the request for the resolution that will be before the Board for the Summer Jobs Program. Many of you are aware of the program; ECGRA has participated in the program since its inception. The County is very pleased with the partnership we have been able to forge in our endeavor with ECGRA. We have completed our sixth year; we are entering into our seventh year.

To date, we have seen over 915 students complete the program and the County of Erie, ECGRA, and the Erie Community Foundation have invested collectively a total of nearly \$2 million into the program. It is for 16 – 21-year-olds living within the County of Erie. There are some income stipulations but the County works with the individuals on that because what we have identified is that we do not want that to be the sole deterrent when it comes to these young men and women getting the opportunity to participate in the program.

We have over 50 organizations, Erie Insurance, Saint Vincent, Gannon University, quite a few small businesses and I could go on and on, as businesses that participate in the program. We look to expand it realistically to up to 60 organizations participating. Our capacity at this time is 175 students; from a quality standpoint and a management standpoint, we do not see exceeding that at this particular time. The goal has been to have 50% of individuals within the City of Erie and 50% outside the City of Erie. To date, we have about 65% inside the city and 35% outside the city; we're still working on achieving that goal and I

can honestly say that GECAC, over the last two years, has worked really well in trying to improve on that goal.

When I speak about GECAC, I think it's important to say that we are in the last year of our contract. We will be issuing a Request for Proposal this year, probably some time in the latter part of the summer and we will see what transpires from there. I can also say, and this is very important, since the inception of the program we had set the budget at \$150,000 from the County of Erie, \$150,000 from ECGRA, and we have not asked for one penny of an increase, nor does the County plan on asking for an increase. I think that's important for the mere fact that too many government programs, from my perspective, the overhead costs have a propensity to grow and you don't reach any more students. The County finance team and the Administration have really maintained and watched the dollars really closely.

This is a program that we are thrilled about and we look to do a few things differently this year, but the key will be to constantly improve on the quality of the program. Since we are at the max of 175, we're always looking to improve the quality of the program.

Another point that I think I should bring the Board up to date on is, many of you are aware that Gov. Wolfe has proposed a minimum-wage increase. Currently we are at \$7.25/hour; he has proposed \$12/hr. All indication and feedback from us is that it's not going to get that high; it may go to \$10/hr. max. That will impact the Summer Jobs Program; it would cost us to raise the minimum wage amount. At that point, we do have some cash in reserve that we would take a look at and see if we would need to come back to ECGRA and County Council for an increase. But it's too early to say at this point.

For a couple of years, I was approached by the administrators at GECAC to ask if we would consider raising the minimum amount that we were paying the students. At that point, I wasn't open to it. I said, "Look, this is a program where we're trying to teach the skills and it's not about the money" – although money is part of it. We want to be realistic that you don't go into a place and get top dollar. Because the economy is doing so great, and that's a fact, not an opinion, we have to revisit that, even if this minimum wage doesn't go through, we have to revisit that and take a look at Waldameer – we kind of use them as a benchmark. Instead of \$7.25/hr., it might go to \$8 or \$8.25/hr. We will be taking a look at that more thoroughly. Based on some of my discussions I've had thus far, is that individuals that are returning to the program, they will have an opportunity to earn more like \$8.25; individuals that are first coming in, they are going to be kept at minimum wage.

Again, in this whole process, we don't want to lose the value of what we're trying to teach which is work skills, building a relationship and aspiring the students to go to a higher level. Eighty percent of the students currently are still in high school. Dr. Wood and his leadership and his team have always been proactive. Dr. Wood attends a lot of the meetings when his schedule permits and he provides very valuable feedback. We plan to have Dr. Wood be part of the Request for Proposal process; we did this five years ago and it worked really well. Just so you are aware, the proposal will be for three years with the option of one to two years, for a total of five years. We're going to see what happens and go from there. Are there any questions?

Mr. Sample: Gary, just a couple points. Am I of the understanding that the people that were in charge of the Summer Jobs Program, that's all been changing at GECAC?

Mr. Lee: Good question, Dave. Yes, Ben Wilson was in charge of the program last year and under his leadership he did an outstanding job. He moved on to Career Link . . .

Dr. Wood: He is actually head of the workforce development force for Erie County, and that is significant.

Mr. Lee: Yes, but Career Link has a new name, but I can't think of what it is right now. But yes, Ben is leading that. His successor, her name is Sylvia – and her last name escapes me at this moment – she worked with him last year and I think she did an outstanding job. She has shared with the Administration what she is working on and being proactive on. Her whole perspective will be to build upon what Mr. Wilson has already started. In addition to that, because Mr. Wilson is still committed to the success of the program, he has offered his expertise with GECAC as they continue to go through the process.

Mr. Sample: Another issue that we ran into last year, and it's been ongoing, at least as far as Corry and Union City, we don't really get the information to the schools early enough. I know that in Corry we have Mike Daniels who works with the kids and he's been very proactive but when he's only got a week or ten days to try and contact these kids . . . we need a little bit more time.

The other issue, if you want to have someone from GECAC contact me, I know that where my business ran into some problems last year, through the payroll process, we work seven days; they only had a five-day format. My people were trying to work with them to try and get it to work out because they couldn't accept the reporting hours. We did have one person who was signed up initially who got a job for more money. What we've done, not to circumvent the system, we don't start anyone at minimum wage. We would bonus people out because we didn't want to take the integrity of the program, but they would receive checks from us.

In my particular case, we would be more than willing to pay the difference. I'd be willing to hire the kids if I could get them to come through the door. That's the issue. Even if there is to be a raise to the minimum wage, in order to be competitive, their system just did not allow for you to go outside of the parameters for what they were paying.

Mr. Lee: Thank you for the feedback. I will have Sylvia (I did look up her name and it's LaVore), I will have Sylvia reach out to you.

Mr. Sample: I'm not bright enough to figure it out, it's the girls at my office are the ones that deal with it, and they have done work around it but because of our hourly reporting for the IRS, we're trying to report on a seven-day format and they're requiring a five-day format. Especially where it really came up and fortunately no one got hurt, but as far as Worker's Comp, if you don't show them working those hours on the time slips and they get hurt, you've got a phenomenal amount of exposure.

Mr. Lee: I will pass that along to Sylvia and hopefully they will be able to work with you on that, David. One of the things, getting back to your initial comment about reaching out to the schools earlier, that is one thing that Sylvia has shared with me that she is doing this year differently is getting involved with schools earlier, but I will make sure that she is doing it with all the schools. Again, thank you for your feedback.

Mr. Sample: One of the important things is that they need to know, I know that the first year Mike Daniels was there that some of the information got there but it didn't get down to him through the school system so they almost need to happen; find out early who the contact



person is rather than sending it to the person that was in charge last year, because in our case that person retired.

Ms. Hess: I have monthly meetings with all the Superintendents; I can easily get that from all the superintendents – the counselor or the contact for each school district in our area.

Mr. Lee: That would be great. If you want to forward that on to me then I can forward that directly to her.

Ms. Hess: I would be more than happy to do that.

Mr. Sample: Gary, I also wanted to let you know that my daughter's boyfriend was working with the Seawolves last year and nobody approached them, and they never did get the program to come together. I would encourage that because there's a job anybody in Erie can get to. The kids can walk to the ballpark and work, but it is odd hours.

Mr. Lee: What we're finding now, because the economy is doing so well, there is a lot of competition. Because of that, the 175 that I mentioned, that is truly our max. In fact, I wouldn't be surprised to see that go down a little bit this year. This is an excellent situation to be in simply because, if the employers are taking the initiative in hiring (inaudible). At the end of the day, we just want these men and women to get opportunities, whether they come to us through the program or they don't have to. It's all good.

Mr. Cleaver: You mentioned 80% of the students; what are the other 20%?

Mr. Lee: The other 20% are ones that are no longer in high school. They may be in college or in some type of technical training, they may be looking to enter into the workforce full time; but they are not in high school. The age is from 16 – 21 so you have individuals that are home for the summer or something like that.

Mr. Barney: I would like to commend you because I do think, especially with the philosophy if you are a returner, we do need to teach them that if you maintain and stay with a job, there is a raise involved. A lot of these kids think they don't want to do something thinking that's going to be their rate forever. But if they put in a few years and stick around, they find they do get a raise. So, I like that if they are there for the second time, they are at a higher rate. If they come back a third time, maybe they get more still. A lot of people shy away from that minimum wage because they think that that is the rate; work for five years and see where you end up at.

Mr. Sample: Another thing that would be interesting to find out at some point, Gary, is how many people stuck. We have hired several of the people that worked for us so they didn't need to go back into the program. Most of the people that are looking for people are looking because they need people. If they're worth the money, hopefully they are hiring.

Dr. Wood: That's a great question. Every year Mr. Lee and I participate in an information session with Keystone Research in which there is a summary of how things went the current year and then there's a longitudinal piece to it that studies the long-term effect on these kids. There is a report that comes out that's over 150 pages long; I'm still banging out this year's report as we speak, but in essence it's basically a giant customer-service feedback loop in

which it asks the students themselves, it asks the employers, and it asks the administrators of the program how things went, what things can be improved, what the level of satisfaction is. I really like it as an evaluation format; it really helps us. I do provide it to the Board every year. Like I said, it is pretty long, So I often just go through and take highlights for the Board. It's important for employers to participate in. A lot of the feedback, like we're getting here today, other employers have given similar feedback.

Mr. Lee: Thanks for bringing that up, Dr. Wood. To piggy-back on that, that was one of the key criteria when we put this RFP (Request for Proposal) together, that we have some type of information feedback or study to see how we are doing so we can build on that and that has served us really well. Thank you.

One other quick point, the community college. I'm only going to speak on a very high level. March 18<sup>th</sup> is the public hearing. The Administration has been told by the State Board of Education that on March 18<sup>th</sup>, and by the way this is on the State Board of Education's website as well as on the County website as far as the format for this particular hearing. This is not going to be a hearing where people can come up to the mic and speak; it's going to be set up really like a court room. The judges will be the State Board of Education; they have witnesses, they have already decided the four entities that will be speaking – the County of Erie, Empower Erie, Northern Pennsylvania Regional College, and Senator Joe Scarnati. As it stands right now, we have two that are for it and two that are opponents if you will. This will be a hearing based strictly on the three facts, which we've already met with the Department of Education which states that 1) Erie County does have a minimum population to meet the projected enrollment of the community college, 2) Erie County has the financial wealth to support a community college, and 3) Erie County is currently inadequately served by the structure that we have in place as it pertains to higher education.

So, we passed that with the Department of Education, and we hope that the Board will approve it. We have been told that it is the Boards intent to make a decision that day. They're going to hear all the testimony, they're going to have a short period for cross-examination, they're going to deliberate, and they're going to come back with their vote. That's what we have been told. March 18<sup>th</sup>, we will know one way or another if we will be having a stand-alone community college for Erie County. Thank you.

### REPORT OF THE EXECUTIVE DIRECTOR

Dr. Wood: You'll see on Board Effect that there is an Executive Director's Report. The first thing I want to point out is that revenue did come in for the last quarter of 2019; it came in at \$1.360 million, as compared to last year's amount of \$1.362 so, it's basically on target. Last year, as well as this year, there is a new system for how the Commonwealth distributes the funds because they have so many years of financials to go off of, they distribute them evenly over the quarters rather than having one massive amount of funds come in for the fourth quarter. That was known as the "true up," which was the Commonwealth's term for when they reconciled the minimum percentage of giving that every casino has to provide in terms of local share.

That's why, if you look at the graph in the report, it looked like a hockey stick in the past; now it's more of a plateau as it's more evenly distributed. Ours is lower at the beginning of the year because that's when the County sequesters funds for the Erie County Land Bank that normally would have gone to ECGRA. It doesn't reduce our revenue to \$0, but it does significantly impact it. By the time you get to the third and fourth quarters, those funds have already been distributed to the land bank, so we see regular numbers.

There's also a report in here from Bridgeway Capital on the progress of the Inclusive Erie Fund, which is the fund that focuses on women- and minority-owned businesses in the community. The accelerator program that they have in place has gone off and we're going to get a separate report on that. I just met with the new CEO of Bridgeway last week, T.J. Bogdewick; they wanted to have a meeting to let us know that they haven't forgot about Erie County. Bridgeway hasn't had a director in the Erie County office for two months now; they are conducting an intense search and they think within the next three months they will be able to appoint someone. That was one of my major concerns that there wasn't some kind of policy shift with the new CEO and with the last regional director not working out. They are committed to find someone and the reports continue to come in.

There is a letter with the metrics that we want them to track in the report and then also a list of businesses that have received funding, how much they have received, what percentage is ECGRA's funds and what percentage is Bridgeway Capital's funds. They always provide us with these reports quarterly so we can see that 1) they are deploying our funds and 2) they are hitting the target market, which is not only women- and minority-owned businesses, but also distressed census tracts and neighborhoods.

Next, you'll see there was a Municipal Leaders Grant and Resource Workshop; Tom and I attended. Sen. Laughlin organized it and basically brought the grants term from Harrisburg to Erie County, invited all municipal leaders in Erie County to attend. It was a very well-attended event with over 100 municipal leaders there. We were there on hand, we had a table, and Tom gave a workshop on Municipal Collaboration which is currently open. He also talked about Parks, Fields, & Trails and Special Events – everything that would be relevant to a local government leader. We fielded several questions in between almost an entire day workshop, but it was a great opportunity for us to network with local municipal leaders and of course, since the Senator asked, we're not going to say no.

Next is the letter reappointing Mr. Barney to a five-year term through December 2024. Congratulations, Mr. Barney. Also, a reminder that late in the year we had the announcement for the Erie County Lead Assets so you'll see a press release in there for that. There is also a release for the ECGRA Community Assets for Community Centers which was held at the MLK Center and was very well attended by local officials. We also had an announcement for Parks, Fields, & Trails, which was the most recent at the Humane Society. There is also a meeting agenda in here, and just a brief update that eCAT (Erie Center for Arts & Technology) is one of our biggest MRI's and it's also our first facility-based MRI. This is really important and it's also the region's first New Markets Tax Credit project, which I continually say we need to be supportive and I'm really excited about that; this is an important financing tool that Erie County has never taken advantage of before. Tim and I are in process with the closing; all that's left is to negotiate the terms. Did you want to briefly discuss the terms?

**Mr. Wachter:** There are four different lending entities participating in providing the local match for the New Markets Tax Credit. One of the things that Erie Bank, who has taken the lead role in this, wanted to do is have each one of the entities represented by a single attorney solely for the purpose of drafting the intercreditor agreement. What that means is that the four different lending entities want to be on the same priority in terms of the debt. The nonprofit entities, such as the Gaming Authority and the Erie Community Foundation, have the ability to charge a lower interest rate than the for-profit banks would be able to do and they wanted everyone else to be on the same terms with respect to the remainder of the debt.

Apparently, there has been an engagement letter sent out, but I haven't seen it, so they're going to resend it. It's fine for the Authority to sign that just to come together with the intercreditor agreement. Additionally, with respect to terms, Perry and I have spoken about that and we believe there is potential strategic reasons in which to mirror some of the potential terms from the Erie Community Foundation so that they are able to put together some level of cash flow. The Community Foundation has not yet come out with an interest rate; we have an idea as to where we think we should be which is somewhere around a 2% interest rate, I believe. To spur the issue along, I'm going to put together a Note similar to what we've used for Bridgeway Capital in the past and then

provide that to the Erie Community Foundation as a starting point to make sure that we can get on the same page.

The Note would be a seven-year Note, interest only payments until there is a balloon payment on the back end. The reason why it is structured that way is because it corresponds with the New Markets Tax Credit program such that after they have their seven-year period, eCAT would then go out and refinance all the debt, take out the Tax Credit portion, and have sufficient funds in order to pay back all the local lenders.

Dr. Wood: Does anyone have questions about the terms? Typically, the way we do MRI's is we present the case to the Board, we give you an idea where we are at with these entities, you empower Tim and I to go and negotiate the terms. However, we often come back and let the Board know where the terms are falling so that you're well-informed about it. If you want to know where this falls as far as the history goes with other terms, our interest rates are typically 1% - 3%, so that 2% is falling right in the middle. It involves all these other partners, which past MRI's have not involved, which is why there is the intercreditor agreement. In other words, we're participating with all these other lenders in this process in order to make this project work and that is typically how New Markets Tax Credits work; there is a capital stack and we're one entity within that capital stack. In essence, we remained flexible because at the end of the day, we're just a gap financing entity; we're here to get the project over the finish line. We're not a bank; we're not here to make money. However, that doesn't mean we can't have some type of return. Seven years, the requirements of the applicant, 2%, probably where we'll land with the Erie Community Foundation. Typically, in the past, we have subordinated ourselves when it's necessary. We went to the table and the banks agreed that they didn't think it was necessary; we did not need to subordinate. So basically, we have senior position with the banks. If the project goes belly-up, we get the same amount back as they do. I hope that puts the terms into perspective with what we have done elsewhere.

Mr. Wachter: I will say that we typically also don't secure our loans because we are a gap financier and the Board has always taken the position that as a gap financier, we don't need to add additional owner's covenants to the lender. In this particular loan, there will most likely be a UCC filing agreement that we secure the debt legally so there could be a lien on the particular facility but other than that, we're not looking for collateral for the loan because I'm not sure what you would do with an old school building.

Mr. Cleaver: We have no defaults to date.

Mr. Wachter: No defaults to date.

Dr. Wood: That being said, this is one of the riskiest things we have done at ECGRA.

Mr. Cleaver: I believe that, and I think it's good.

Mr. Barney: We had that one entity come and we referred them to Bridgeway for them to see if they could negotiate something that was reasonable, and we told them that if it was still out of the parameters to come back to us. That hasn't happened yet? I think it was North East or out that way. They were doing something, and we held off that we could give them the 2% and we told them to see Bridgeway to see if that would pan out because there was some additional money that they needed to obtain.

Dr. Wood: Do you remember who that was?

Mr. Wachter: I do not remember who that was.

Dr. Wood: I do not remember who that was, but whoever it was, they have not come back.

Mr. Cleaver: I remember the discussion on that, but I couldn't tell you who the company was.

Dr. Wood: Was it Resources for Independence?

Mr. Cleaver: No, that would've rung a bell. I thought it was North East, but I could be wrong.

Mr. Barney: I just know we had told them to go to Bridgeway, but I know sometimes it's still out of the question for them.

Dr. Wood: Maybe it's fresh because we are engaged heavily with North East right now in helping with the Sustain North East concept. If you saw the article with Sen. Laughlin, there's potential catastrophic economic consequences to the consolidation of the North East campus of Mercyhurst with the City's campus. As a result, we have been proactive in working on the government relations side. We did commit, as a Board, to commit to their Sustain North East fund, which would look at revitalization of buildings in the downtown; that's a loan as well. It has not closed either, because they are in the fundraising process. Maybe that's where the thought came from.

Continuing on, I did throw the cover of the evaluation of the Summer Jobs program just to remind you; we'll provide you an electronic copy of that if anyone wants to see it. Of course, I always like to put the thank-you notes in the report; there are several entities sent us thank-you letters and I think the Board ought to know that they are appreciative and they took the time to do that.

Then you see the media clippings. The pilot program that we funded to do a design charette for the future of Erie's waterfront was very well received by the community and was by all means successful. We're going to present those results to you in March; we're not going to have a speaker come in but we will provide the actual design charette results. Another program that was funded was the tool lending library; there is an article about that. The West County Journal did a nice piece of all the parks we funded out in the West County. The Humane Society project and the Fort project were also funded as part of the Parks, Fields, & Trails which you will also see. Then you will see the coverage in the Corry Journal about the Renaissance Block; folks are really excited about that down there. We have not seen that application yet because it's not due yet, but for this next round of Renaissance Block, we're expecting to receive maybe two new applicants to the program and several round two applicants, is that correct, Tom?

Mr. Maggio: Yes, because most of the people have exhausted their funds from round one.

Dr. Wood: Of course, we gave you an interim report as to how that program was going along with the other Neighborhoods & Communities programs and we recommended proceeding with that, which we have done.

The Sustain North East coverage was great and there was a nice editorial about North East's future that mentions us. Then there was a yearly economic report that the Erie Times News puts out every year; this year they called it Erie 2020: Erie through fresh eyes; there were several projects that we funded that were mentioned in there and we just put a couple of those articles in there to remind you that we funded those projects and that they're being well-received by the community. We did not participate with any kind of ad for that; typically we have in the past, but no one contacted us this year and asked us to participate.

Are there any questions about the Director's Report? Thank you for your time.

### SOLICITOR'S REPORT

Mr. Wachter has nothing to report.

Mr. Paris: At this time, I am going to call an executive session to discuss personnel. The time is 9:20am.

Mr. Paris: I am calling the regular Board meeting back to order after coming out of executive session. The time is 10:03am.

OLD BUSINESS

There is no old business to follow up with.

NEW BUSINESS

a. Executive Director's Employment Contract

Mr. Paris: This was presented to the Board during the executive session.

Mr. Wachter: No action was taken today so you would take a motion to table.

Mr. Cleaver moves to table the item of the Executive Director's Employment Contract until the next Board meeting. Mr. Sample seconds the motion.

Mr. Cleaver: Can I just confirm that you're going to send us a copy? Nevermind, you're not going to have the numbers to put in.

Dr. Wood: You have a draft budget of the expenses minus the salaries . . .

Mr. Cleaver: Well that's what we're looking at and I want to see the bottom line.

Mr. Sample: He can come through with his recommendations, but it will still be a draft.

Mr. Cleaver: Okay, that's fine.

Mr. Sample: So, we can have that prior to the next meeting.

Dr. Wood: I'll also be proposing raises for Tom and Tammi that will be included in that draft budget, so I could give you a draft proposal.

Mr. Cleaver: And the hospitalization proposal?

Mr. Paris: We can put a package together and have those numbers.

Mr. Cleaver: Yes, it should be under personnel expense. I don't know if we're going to accept it or not, but it should be in the proposal.

Mr. Sample: It will be in the draft with the direction of what we came up with.

Motion carries 7-0.

b. Resolution Number 1, 2020 – Resolution to adopt the funding for the 2020 Summer Jobs & More Program.

Dr. Wood reads the resolution.

Mr. DiPaolo makes a motion to adopt the resolution. Mr. Sample seconds the motion. There is no further discussion of the resolution. Motion carries 7-0.

Mr. Paris: I do want to say that I appreciate everyone's comments and for everything that everyone is doing. If there is anything else that anyone needs, please ask.

Mr. Cleaver moves to adjourn.





**Erie County Gaming Revenue Authority  
Profit & Loss  
February 2020**

	<u>February</u>	<u>YTD</u>	<u>Budget YTD</u>	<u>2019-20 Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
44800 · Gaming Revenue	1,360,202.23	4,438,816.76		
46400 · Other Types of Income				
46410 · Interest Income - Savings	11,694.28	129,912.39		
46422 · Interest Income - BWC - Erie Growth		22,916.67		
46424 · Interest Income - Progress Fund		20,000.00		
46425 · Interest Income - EDF Restruct		13,008.13		
46426 · Int. Income - BWC - Inclusive		19,097.22		
46427 · Interest Income - Blue Highway		4,674.51		
46430 · Miscellaneous Revenue				
<b>Total Income</b>	<u>1,371,896.51</u>	<u>4,648,425.68</u>		
<b>Expense</b>				
62100 · Contracted Services	10,510.40	110,048.70	133,837.00	146,000.00
62800 · Facilities & Equipment	1,452.31	14,579.09	21,087.00	23,000.00
65000 · Office Administration	867.92	12,649.03	24,420.00	26,650.00
65100 · Other Types of Expenses	3,631.51	50,971.52	55,781.00	60,850.00
66000 · Payroll Expenses	15,627.49	194,496.70	208,312.50	227,250.00
<b>Total Expense</b>	<u>32,089.63</u>	<u>382,745.04</u>	<u>443,437.50</u>	<u>483,750.00</u>
<b>Net Ordinary Income</b>	1,339,806.88	4,265,680.64		
<b>Other Income/Expense</b>				
70000 · Grants / Settlements				
70030 · Community Assets		433,708.60		
70050 · Municipal Settlements	340,050.56	1,109,704.19		
70070 · Special Events		175,515.39		
70090 · Multi-Municipal Collaboration		295,655.00		
70100 · Mission Main Street		683,840.00		
70120 · Summer Jobs Program	6,770.23	141,757.88		
70130 · Small Business Financing		0.00		
70140 · Pilot Projects		55,000.00		
70150 · Shaping Tomorrow		0.00		
70170 · Renaissance Block		119,920.00		
70180 · Anchor Building	80,000.00	340,276.20		
<b>Total 70000 · Grants / Settlements</b>	<u>426,820.79</u>	<u>3,355,377.26</u>		
<b>Net Other Income</b>	<u>(426,820.79)</u>	<u>(3,355,377.26)</u>		
<b>Net Income</b>	<u><u>912,986.09</u></u>	<u><u>910,303.38</u></u>		



**Erie County Gaming Revenue Authority**  
**Balance Sheet**  
As of February 29, 2020

	<b>February</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10000 · ErieBank - Checking	8,609.22
10100 · ErieBank - Savings	
10101 · Committed Funds	4,095,651.69
10102 · Restricted Funds	3,329,112.57
10100 · ErieBank - Savings - Other	3,247,980.38
<b>Total 10100 · ErieBank - Savings</b>	<b>10,672,744.64</b>
<b>Total Checking/Savings</b>	10,681,353.86
<b>Other Current Assets</b>	
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)
<b>Total 12000 · Notes Receivable</b>	<b>5,258,846.25</b>
14500 · Prepaid Insurance	1,115.73
<b>Total Other Current Assets</b>	<b>5,259,961.98</b>
<b>Total Current Assets</b>	<b>15,941,315.84</b>
<b>TOTAL ASSETS</b>	<b>15,941,315.84</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
30000 · Opening Balance Equity	2,927,064.18
32000 · Unrestricted Net Assets	12,103,948.28
Net Income	910,303.38
<b>Total Equity</b>	<b>15,941,315.84</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>15,941,315.84</b>



**Erie County Gaming Revenue Authority**  
**Statement of Cash Flows**  
February 2020

	<u>February</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	912,986.09
Adjustments to reconcile Net Income to net cash provided by operations:	
14500 · Prepaid Insurance	776.92
Net cash provided by Operating Activities	<u>913,763.01</u>
Net cash increase for period	913,763.01
Cash at beginning of period	<u>9,767,590.85</u>
Cash at end of period	<u><u>10,681,353.86</u></u>



**Erie County Gaming Revenue Authority**  
**Budget vs. Actual**  
February 2020

Expense	February	YTD	Budget	Over/(Under) Budget	% of Budget
<b>62100 · Contracted Services</b>					
62110 · Accounting Fees	0.00	12,740.32	11,500.00	1,240.32	110.79%
62120 · Government Relations Services	4,000.00	42,381.05	58,000.00	(15,618.95)	73.07%
62130 · Professional Services	2,490.00	38,280.00	36,000.00	2,280.00	106.33%
62140 · Legal Services	3,940.50	14,462.50	35,000.00	(20,537.50)	41.32%
62145 · Website Design	0.00	1,182.43	4,000.00	(2,817.57)	29.56%
62150 · Payroll Services	79.90	1,002.40	1,500.00	(497.60)	66.83%
<b>Total 62100 · Contracted Services</b>	<b>10,510.40</b>	<b>110,048.70</b>	<b>146,000.00</b>	<b>(35,951.30)</b>	<b>75.38%</b>
<b>62800 · Facilities &amp; Equipment</b>					
62840 · Office Equipment	0.00	55.99	5,000.00	(4,944.01)	1.12%
62890 · Rent	1,452.31	14,523.10	18,000.00	(3,476.90)	80.68%
<b>Total 62800 · Facilities &amp; Equipment</b>	<b>1,452.31</b>	<b>14,579.09</b>	<b>23,000.00</b>	<b>(8,420.91)</b>	<b>63.39%</b>
<b>65000 · Office Administration</b>					
65010 · Books, Subscriptions, Dues	117.47	2,505.45	3,500.00	(994.55)	71.58%
65020 · Postage	19.07	403.61	500.00	(96.39)	80.72%
65030 · Printing	0.00	0.00	1,000.00	(1,000.00)	0.00%
65040 · Office Supplies	48.08	1,378.50	2,800.00	(1,421.50)	49.23%
65050 · Cell Phone	0.00	1,297.75	2,200.00	(902.25)	58.99%
65060 · Copier Lease	345.95	3,459.50	4,200.00	(740.50)	82.37%
65070 · Copier Printing Costs	0.00	813.19	2,000.00	(1,186.81)	40.66%
65080 · Bank Fees	0.00	130.00	200.00	(70.00)	65.00%
65085 · Professional Development	0.00	1,001.00	5,000.00	(3,999.00)	20.02%
65090 · Meeting Expenses	337.35	1,660.03	5,000.00	(3,339.97)	33.20%
65095 · Miscellaneous Expense	0.00	0.00	250.00	(250.00)	0.00%
<b>Total 65000 · Office Administration</b>	<b>867.92</b>	<b>12,649.03</b>	<b>26,650.00</b>	<b>(14,000.97)</b>	<b>47.46%</b>
<b>65100 · Other Types of Expenses</b>					
65105 · Outreach	0.00	5,596.50	12,000.00	(6,403.50)	46.64%
65110 · Advertising	0.00	4,566.80	12,000.00	(7,433.20)	38.06%
65115 · Phone/IT/Fax	2,854.59	17,338.84	18,000.00	(661.16)	96.33%
65120 · Insurance	776.92	15,371.12	9,850.00	5,521.12	156.05%
65130 · Grant Management Software	0.00	4,900.00	4,900.00	0.00	100.00%
65150 · Travel	0.00	3,198.26	9,000.00	(5,801.74)	35.54%
<b>Total 65100 · Other Types of Expenses</b>	<b>3,631.51</b>	<b>50,971.52</b>	<b>65,750.00</b>	<b>(14,778.48)</b>	<b>77.52%</b>
<b>66000 · Payroll Expenses</b>					
66005 · Salaries & Wages	13,697.94	172,733.36	201,000.00	(28,266.64)	85.94%
66010 · FITW Tax	1,067.17	13,466.49	15,100.00	(1,633.51)	89.18%
66015 · FUTA Tax	37.10	118.63	150.00	(31.37)	79.09%
66020 · PASUI Tax	175.28	715.68	2,000.00	(1,284.32)	35.78%
66500 · Retirement	650.00	7,462.54	9,000.00	(1,537.46)	82.92%
<b>Total 66000 · Payroll Expenses</b>	<b>15,627.49</b>	<b>194,496.70</b>	<b>227,250.00</b>	<b>(32,753.30)</b>	<b>85.59%</b>
<b>Total Expense</b>	<b>32,089.63</b>	<b>382,745.04</b>	<b>488,650.00</b>	<b>(105,904.96)</b>	<b>78.33%</b>





**Erie County Gaming Revenue Authority**  
**Schedule of Grant Reserve**  
**As of February 29, 2020**

	February	YTD	Totals/Subtotals
<b>Restricted Uncommitted Funds</b>	3,329,112.57		
<b>Committed Funds</b>	4,095,651.69		

**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		1,043,356.36	
Fourth Quarter Gaming Revenue	1,020,151.67	1,020,151.67	3,329,112.57

**FY Disbursements:**

First Quarter Disbursements		874,055.30	
Second Quarter Disbursements		742,426.43	
Third Quarter Disbursements		846,405.45	
Fourth Quarter Disbursements	426,820.79	892,490.08	3,355,377.26

**Disbursements Detail**

**Grants/Settlements**

	February	YTD	Subtotal
<b>Community Assets</b>			
ACH			
Community Access Television		7,000.00	
Edinboro Highland Games		8,000.00	
Erie Yesterday		12,250.00	
Film Society of Northwestern PA		15,000.00	
Goodell Gardens & Homestead		10,000.00	
Greater Erie Alliance for Equality		7,000.00	
Lake Erie Fanfare, Inc.		10,000.00	
League of Women Voters Erie Co. Chapter		15,000.00	
North East Community Fair Association		3,150.00	
Presque Isle Chapter, NSDAR		15,000.00	
WQLN Public Media		6,000.00	
Young Artists Debut Orchestra		10,000.00	
AmeriMasala		8,000.00	
Edinboro Arts & Music Fest		10,000.00	
Corry Community Development Corp.		10,000.00	
PFT			
Asbury Woods Partnership, Inc.		14,918.23	
Bayfront Eastside Taskforce		20,000.00	
Borough of Edinboro		25,000.00	
Headwaters Natural Resource Center Trust		25,000.00	
Humane Society of NWPA		15,000.00	
Lake Erie Arboretum at Frontier		14,712.37	
Lake Erie Region Conservancy		12,459.00	
Platea Borough		2,500.00	
Springfield Township		3,750.00	
Washington Township		16,500.00	

**Erie County Gaming Revenue Authority**  
**Schedule of Grant Reserve**  
**As of February 29, 2020**

CC	<u>February</u>	<u>YTD</u>	<u>Subtotal</u>
Academy Neighborhood Association		3,000.00	
Booker T. Washington Center		15,000.00	
Borough of Girard		5,000.00	
Borough of North East		10,000.00	
Community Health Net		15,000.00	
Eagle's Nest Leadership Corporation		15,000.00	
Edinboro Legion Pool, Inc.		15,000.00	
JFK Center		2,954.00	
Martin Luther King Center		15,000.00	
Northwestern Community Youth Center		3,000.00	
Urban Erie Community Development Corp		15,000.00	
YMCA of Corry		12,000.00	
YMCA of Greater Erie		11,515.00	
		<u>433,708.60</u>	<u>433,708.60</u>

**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
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

**Erie County Gaming Revenue Authority**  
**Schedule of Grant Reserve**  
**As of February 29, 2020**

	<u>February</u>	<u>YTD</u>	<u>Subtotal</u>
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>

**Municipalities**

Summit Township	153,022.76	499,366.89	
Greene Township	37,405.56	122,067.46	
McKean Township	37,405.56	122,067.46	
Millcreek Township	37,405.56	122,067.46	
Waterford Township	37,405.56	122,067.46	
Erie County	37,405.56	122,067.46	
			<u>1,109,704.19</u>

**Multi-Municipal Collaboration**

<b>1</b> Erie Area Council of Governments			
return of unspent funds - 2018 MMC		-30,000.00	
Census 2020 Outreach - 2nd payment		50,000.00	
JES - Civic Leadership Academy		100,000.00	
			<u>120,000.00</u>
<b>2</b> Borough of North East		82,000.00	
Girard Township		17,000.00	
West County Paramedic Association		70,000.00	
West Erie County EMA		6,655.00	
			<u>175,655.00</u>

**Neighborhoods & Communities**

**Renaissance Block**

Borough of Union City		25,000.00	
Our West Bayfront		40,000.00	
Preservation Erie		26,920.00	
SSJ Neighborhood Network		28,000.00	
			<u>119,920.00</u>

**Erie County Gaming Revenue Authority**  
**Schedule of Grant Reserve**  
**As of February 29, 2020**

	<u>February</u>	<u>YTD</u>	<u>Subtotal</u>
<b>Anchor Building</b>			
Grace Church 2018		20,000.00	
Our West Bayfront 2018	80,000.00	80,000.00	
Performing Artists Collective Alliance 2018		69,501.20	
City of Corry - return of unspent funds 2018		-5,225.00	
Benedictine Sisters of Erie, Inc.		42,000.00	
Erie Center for Arts & Technology		15,000.00	
Erie Masonic Temple Preservation Foundati		14,000.00	
Housing & Neighborhood Development Servic		10,000.00	
Impact Corry		15,000.00	
Mercy Center for Women		80,000.00	
			<b>340,276.20</b>
<b>Mission Main Street - Round 2A</b>			
Borough of Edinboro		95,350.00	
Borough of Union City		75,000.00	
			<b>170,350.00</b>
<b>Mission Main Street - Round 2B</b>			
Our West Bayfront		116,190.00	
Preservation Erie		28,000.00	
SSJ Neighborhood Network		90,500.00	
			<b>234,690.00</b>
<b>Mission Main Street - Round 3</b>			
Borough of Girard		80,000.00	
Impact Corry		115,200.00	
Waterford Borough		83,600.00	
			<b>278,800.00</b>
<b>Small Business Financing</b>			
<b>Youth &amp; Education</b>			
<b>Summer Jobs &amp; More</b>			
Greater Erie Community Action Committee	6,770.23	141,757.88	
			<b>141,757.88</b>
<b>Pilot Programs</b>			
Partnership for a Healthy Community		50,000.00	
JES - Building an Iconic Connection		5,000.00	
			<b>55,000.00</b>
<b>Total Funds Disbursements</b>	<b>426,820.79</b>	<b>3,355,377.26</b>	<b>3,355,377.26</b>

**Erie County Gaming Revenue Authority**  
**Schedule of Grant Reserve**  
**As of February 29, 2020**

<b>Committed Funds:</b>	<u>February</u>	<u>Amount Remaining</u>	<u>Original Commitment</u>
<b>Renaissance Block</b>			
1 Academy Neighborhood Association		11,250.00	22,500.00
Borough of North East		0.00	50,000.00
Borough of Union City		0.00	50,000.00
Our West Bayfront		10,000.00	100,000.00
Robbins Blass 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		0.00	53,840.00
ServErie		29,000.00	58,000.00
<b>Anchor Building</b>			
18 Emmaus Ministries, Inc.		5,000.00	100,000.00
Grace Church		80,000.00	100,000.00
Our West Bayfront	80,000.00	0.00	100,000.00
Performing Artists Collective Alliance		5,000.00	93,126.50
19 Benedictine Sisters of Erie, Inc.		0.00	42,000.00
Erie Center for Arts & Technology		60,000.00	75,000.00
Erie Masonic Temple Preservation Foundation		56,000.00	70,000.00
Housing & Neighborhood Development Services		40,000.00	50,000.00
Impact Corry		60,000.00	75,000.00
Mercy Center for Women		20,000.00	100,000.00
<b>Mission Main Street</b>			
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
3 Borough of Girard		90,000.00	170,000.00
Impact Corry		87,200.00	202,400.00
Waterford Borough		166,200.00	249,800.00
<b>Multi-Municipal Collaboration</b>			
Erie Area Council of Governments		0.00	50,000.00
<b>GECAC - Summer Jobs Program 2019</b>	6,770.23	8,242.12	150,000.00
<b>PennVenture Partners</b>		1,000,000.00	1,000,000.00
<b>Shaping Tomorrow</b>			
Empower Erie - Community College		370,000.00	400,000.00
Erie's Public Schools - Tech After Hours		66,666.50	200,000.00

**Erie County Gaming Revenue Authority**  
**Schedule of Grant Reserve**  
**As of February 29, 2020**

	<u>February</u>	<u>Amount Remaining</u>	<u>Original Commitment</u>
<b>Committed Funds (cont):</b>			
<b>Beehive Network</b>			
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
<b>Pilot Program</b>			
Partnership for a Healthy Community		50,000.00	100,000.00
<b>Total Committed Funds</b>	<u>86,770.23</u>	<u>4,092,018.62</u>	<u>6,672,666.50</u>

**Erie County Gaming Revenue Authority**  
**Check Detail Report**  
February 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
02/03/2020	EFT	VISA	1/10/20 Statement	-587.32
02/04/2020	2903	Bayfront NATO, Inc.	Community Centers Press Conference	-217.35
02/04/2020	2904	Our West Bayfront	2018 Anchor Building - Final Payment	-80,000.00
02/04/2020	2905	Parker Philips	Professional Services	-2,490.00
02/04/2020	2906	Velocity Network, Inc.	Phone/IT/Fax	-577.10
02/04/2020	2907	Velocity Network, Inc.	Sonic Wall	-1,780.00
02/04/2020	2908	Velocity Network, Inc.	Phone/IT/Fax	-214.79
02/04/2020	2909	Wells Fargo Financial Leasing	February 2020 Copier Lease	-345.95
02/05/2020	EFT	ECCA, Inc.	1/18/20 to 1/31/20 Payroll	-6,930.65
02/05/2020	EFT	Fidelity Investments	1/18/20 to 1/31/20 Retirement	-523.40
02/10/2020	2910	Erie County	4th Qtr 2019 Settlement	-37,405.56
02/10/2020	2911	Greene Township	4th Qtr 2019 Settlement	-37,405.56
02/10/2020	2912	McKean Township	4th Qtr 2019 Settlement	-37,405.56
02/10/2020	2913	Millcreek Township	4th Qtr 2019 Settlement	-37,405.56
02/10/2020	2914	Summit Township	4th Qtr 2019 Settlement	-153,022.76
02/10/2020	2915	Waterford Township	4th Qtr 2019 Settlement	-37,405.56
02/10/2020	2916	Penn State University - Knowledge Park	2020 February Rent	-1,452.31
02/10/2020	2917	Ridge Policy Group	2020 February Government Relations	-4,000.00
02/12/2020	2918	Greater Erie Community Action Committee	2019 Summer Jobs	-6,770.23
02/18/2020	2919	Knox McLaughlin Gornall & Sennett	2020 January Legal	-3,940.50
02/19/2020	EFT	ECCA, Inc.	2/1/20 to 2/14/20 Payroll	-7,728.66
02/19/2020	EFT	Fidelity Investments	2/1/20 to 2/14/20 Retirement	-524.68







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

**EXECUTIVE  
DIRECTOR'S  
REPORT  
FOR  
MARCH  
2020**





# Ridge Policy Group Activity

## ECGRA Feb 15 – March 15 Report

### Relevant Activity

- February 19 Call with Perry and Harrisburg team to discuss Video Game Terminals (VGTs) and their potential impact on Erie & ECGRA; Grant opportunities from PennDOT, DEP, and DCNR; and Hotel/Motel Tax discussion.
- February 21 email to Perry and Tom with Rail to Trail funding opportunities (outlined below)
- March 12 call with Amy Murdock on Opportunity Zones and targeted funding from the federal government to support them
- RPG has been working directly with the North East Borough to identify funding opportunities for their Sustain NE concept. This has included:
  - Having bi-weekly calls set up to help support their activities
  - Continuing to have conversations with local leaders on how to support this effort
- Reviewing potential infrastructure implications in relation to Congress working on an infrastructure package
  - This has included phone calls between Mark Holman and Perry to discuss who in Erie is working to develop an infrastructure plan and how to connect there
  - We have also flagged specific potential grants (outlined below) that could potentially help Erie with their infrastructure needs.
- We continue to monitor progress of RACP authorization legislation.

### Grant/ Funding & Legislative Opportunities

#### **Infrastructure Potential**

FTA today [announced](#) a [Notice of Funding Opportunity \(NOFO\)](#) to apply for \$8.5 million in Fiscal Year 2020 competitive grant funding for projects that help lift communities out of poverty and support recovery from substance abuse. The new [Helping Obtain Prosperity for Everyone \(HOPE\) program](#) supports planning, engineering and technical studies or financial planning to improve transit services in areas experiencing long-term economic distress.

The HOPE program will provide funding for planning, engineering and technical studies and financial plans that will result in improved public transportation, new transit routes and facilities, and innovative technologies in communities experiencing persistent poverty. It will also support

coordinated human service transportation planning to improve transit service or provide new services such as rides to opioid abuse recovery and treatment.

Eligible applicants must come from counties with more than 20 percent of the population living in poverty for 30 years or more, as measured by the U.S. Census, or the 2013-2017 American Community Survey.

Links:

[Helping Obtain Prosperity for Everyone \(HOPE\) program](#)

[HOPE Notice of Funding Opportunity](#)

[HOPE FAQs](#)

[Press release](#)

### **Economic Development**

EDA is pleased to announce that it has redesigned its Regional Innovation Strategies (RIS) program. With a 40 percent budget increase and recent reauthorization, the new program is called ***Build to Scale (B2S)***, which builds regional economies through scalable startups. The modernized brand better reflects the spirit of the entrepreneurship communities it works to serve.

Congress has appropriated \$33 million for the RIS program in FY20, and EDA has designed a streamlined application process to help address the program's growing demand. The increased funding and improved application process will enable EDA to reach more communities and scale the impacts of this program.

Applications for the 2020 competition are [now being accepted!](#)

The ***Build to Scale*** Program supports regional economic growth through three separate competitions:

#### **VENTURE CHALLENGE**

The FY20 Venture Challenge, formerly known as the "i6 Challenge," makes \$26 million available to support entrepreneurship and accelerate company growth in communities, regions or combinations of regions.

The Venture Challenge awards grants to intermediary organizations like accelerators, universities, and non-profits supporting new business ventures that are:

- scalable by nature,
- challenging the status quo of markets,
- commercializing technologies, and;
- furthering job creation

#### **CAPITAL CHALLENGE**

The FY20 Capital Challenge, formerly known as “Seed Fund Support,” makes \$5 million available to increase access to capital in communities where risk capital is in short supply.

The Capital Challenge provides operational support for:

- the formation, launch, or scale of investment funds that seek to invest their capital in scalable startups
- organizations with a goal to expand capital deployment within a community, region, or regional industry (i.e. angel networks or investor training programs)

### **INDUSTRY CHALLENGE**

The new FY20 Industry Challenge makes \$4 million available to support entrepreneurship and accelerate company growth within the Blue Economy. The FY20 Industry Challenge is produced and co-funded in partnership with the [Department of Energy](#).

The Blue Economy is generally defined as sustainable use of ocean resources for economic growth, improved livelihoods and jobs, while preserving the health of marine ecosystems. For this solicitation, the definition is broadened to include both freshwater and marine activities.

The Industry Challenge will award grants to organizations that are:

- Supporting commercialization of blue economy technologies
- Improving competitiveness of blue economy startups
- Increasing connectivity and collaboration between blue economy stakeholders
- Leveraging the blue economy to support innovation and job creation

EDA’s [Office of Innovation and Entrepreneurship](#) (OIE) leads the ***Build to Scale*** Program, which is authorized under Section 27 of the Stevenson-Wydler Technology Innovation Act of 1980 (15 U.S.C. § 3722).

Please visit the ***Build to Scale*** [Web page](#) for more information.

### **PA Department of Conversation and Natural Resources**

Trail grants are awarded through the Community Conservation Partnerships Program. Applicants must work with the Bureau of Recreation and Conservation’s regional advisors to determine eligibility.

Eric County’s Regional Advisor is:

Northwest Regional Advisor (6, Erie):

158 South Second Avenue Clarion, PA 16214-2404

Erin Wiley Moyers, Regional Advisor

P: 814-226-2329

E: ewiley@pa.gov

In brief, eligible projects are: The trail grant website can be found here

- Trail Land Acquisition
- Trail Planning
- Trail Development, Rehabilitation and Maintenance
- Trail Educational Programs
- Trail Equipment Purchases

There are three (3) primary grants from the DCNR's Community Conservation Program.

1. Keystone Recreation, Park and Conservation fund - <https://keystonefund.org/>
  - Eligible Applicants: Municipalities and municipal entities.
  - Eligible Projects: Construction and rehabilitation, planning, and acquisition of non-motorized and motorized trails and trail-related facilities.
  - Required Match: Minimum 50 percent of project cost. Match can include a combination of cash and/or non-cash value
2. Environmental Stewardship Fund - <https://esfund.info/>
  - Eligible Applicants: Municipalities and nonprofit organizations.
  - Eligible Projects: Construction and rehabilitation, planning, and acquisition of non-motorized and motorized trails and trail-related facilities.
  - Required Match: Minimum 50 percent of project cost. Match can include a combination of cash and/or non-cash values.
3. Pennsylvania Recreational Trails Program - [https://www.fhwa.dot.gov/environment/recreational\\_trails/](https://www.fhwa.dot.gov/environment/recreational_trails/)
  - Eligible Applicants: Federal and state agencies, municipalities, and nonprofit and for-profit organizations.
  - Eligible Projects: Construction, rehabilitation, and maintenance of trails and trail-related facilities for both motorized and non-motorized recreational trails; and the development of educational materials and programs.
  - Required Match: These grants require a minimum match equal to 20 percent of the project cost. Match can include a combination of cash and/or non-cash values.

## PA Department of Community & Economic Development

Trail/transportation based grants go through one of two grant programs: - <https://dced.pa.gov/>

1. Greenways, Trails and Recreation Program (GTRP) -  
<https://dced.pa.gov/programs/greenways-trails-and-recreation-program-grp/>

Inquiries should be direct to the Office of Business Financing – CFA Programs Division.

P: 717-787-6245

E:ra-dcedsitedvpt@pa.gov

A detailed description of eligible applicants, projects, requirements, and supplemental information can be found here.

In short, eligible projects include:

- Public Park and Recreation Areas,
- Greenways and Trails
- River Conservation

Eligible use of the funds include:

- Development, Rehabilitation and Improvements
- Planning Projects
- Acquisition

Relevant Information regarding these grants:

- Grants shall not exceed a total of \$250,000 for any project.
- Commencement of work prior to receiving authority approval will result in the project being ineligible for consideration.
- To be eligible for reimbursement, project costs must be incurred within the time frame established by the grant agreement.

2. Multimodal Transportation Fund (DCED) <https://dced.pa.gov/programs/multimodal-transportation-fund/> (this is a little more abstract in my opinion)

Inquiries should be direct to the Office of Business Financing – CFA Programs Division.

P: 717-787-6245

E:ra-dcedsitedvpt@pa.gov

A detailed description of eligible applicants, projects, requirements, and supplemental information can be found here.

In short, eligible projects include:

- A project which coordinates local land use with transportation assets to enhance existing communities.
- A project related to streetscape, lighting, sidewalk enhancement and pedestrian safety.
- A project improving connectivity or utilization of existing transportation assets.
- A project related to transportation aspects of transit-oriented development

Eligible cost include:

- Acquisition of land and buildings, rights of way and easements
- Construction activities
- Fixed equipment
- The clearing and preparation of land
- Demolition of structures
- Environmental site assessment and environmental studies
- No more than 10% of the grant award for engineering, design and inspection costs related to a construction project.
- Preliminary engineering designs
- Administrative costs of the applicant only, which are necessary to administer the grant.

PennDOT

Trail/transportation based grants go through one of two grant programs: -

<https://www.penndot.gov/Pages/default.aspx>

1. Multimodal Transportation Fund (different fund than DCED) -  
<https://www.penndot.gov/ProjectAndPrograms/MultimodalProgram/Pages/default.aspx>

Inquiries should be directed to the Office of Multimodal Transportation:

P:717-705-1230

E:ra-pdmultimodalfund@pa.gov

A detailed description of eligible applicants, projects, requirements, and supplemental information can be found here.

In short, eligible projects include:

- A project which coordinates local land use with transportation assets to enhance existing communities.
- A project related to streetscape, lighting, sidewalk enhancement and pedestrian safety.
- A project improving connectivity or utilization of existing transportation assets.
- A project related to transportation aspects of transit-oriented development

Eligible cost include:

- Acquisition of land and buildings, rights of way and easements



- Construction activities
- Fixed equipment
- The clearing and preparation of land
- Demolition of structures
- Environmental site assessment and environmental studies
- No more than 10% of the grant award for engineering, design and inspection costs related to a construction project.
- Preliminary engineering designs
- Administrative costs of the applicant only, which are necessary to administer the grant.

2. The Transportation Alternatives Set-Aside of the Surface Transportation Block Grant Program. <https://sportal.dot.pa.gov/Planning/AppReg/TAP/Pages/default.aspx> (fewer details available)

The Transportation Alternatives Set-Aside (TA Set-Aside) provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, environmental mitigation, recreational trail program projects, and safe routes to school projects.

Contacts:

Chris Metka | Transportation Alternatives Coordinator

Pennsylvania Department of Transportation

Center for Program Development and Management

400 North Street, 6th Floor | Harrisburg PA 17120

Phone: 717.787.8065 | Fax: 717.787.5247

PennDOT Tap Coordinator:

Lyndsie Devito, District 1 (Erie, Crawford, Veneango)

P:814-678-7174

E:ldevito@pa.gov





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





Court:

In response to the COVID-19 outbreaks in Pennsylvania and throughout the country, we need your help! [Please click here to respond to the COVID-19 & Your Nonprofit Sector member survey](#) - in order to best support our members and our nonprofit sector, we need to gather information on our members' response to this epidemic. **Please take a moment to respond to this survey.** Your responses will be used to provide the most relevant resources to our membership at this critical moment.

*[In the meantime, we encourage our members to prepare themselves and their organizations by accessing available information via our Resource Library.](#)*

You can also find additional guidance for how to prepare your organization and communicate with your staff, clients, and constituents on the NPP blog:

- [Coronavirus: Best Practices for Protecting Your People and Maintaining Their Confidence in Your Organization \(NPP Blog\)](#)

[COMPLETE THE SURVEY](#)

[ACCESS THE RESOURCES](#)

The Nonprofit Partnership is taking action to **minimize the risk of exposure** for those that visit our building for programming by following the [CDC's Interim Guidance for Businesses and Employers](#). This includes:

- Disinfecting frequently touched surfaces like doorknobs, light switches, and railings daily and disinfecting surfaces like the tabletops in our training room after each use
- Educating employees on proper cough/sneeze etiquette and handwashing technique
- Instructing employees to stay home if they exhibit symptoms of acute respiratory illness or have a fever

We are **closely monitoring the situation** and will continue to follow recommendations from public health officials.

If you have any questions about The Nonprofit Partnership's response, please reach out to Erin Yates at [eyates@yournpp.org](mailto:eyates@yournpp.org).

## Tammi Michali

---

**From:** Perry Wood  
**Sent:** Thursday, March 12, 2020 11:16 AM  
**To:** Tom Maggio  
**Cc:** Tammi Michali  
**Subject:** FW: ⚠ COVID-19 & Your Nonprofit Sector

Tom,

Please get this out to our eNewsletter group and encourage people to fill it out.

Perry N. Wood  
Executive Director  
ECGRA – Erie County Gaming Revenue Authority

Ph: (814) 897-2693  
Fx: (814) 897-2691

[www.ECGRA.org](http://www.ECGRA.org)



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**From:** Court Gould <[cgould@eriecommunityfoundation.org](mailto:cgould@eriecommunityfoundation.org)>  
**Sent:** Thursday, March 12, 2020 11:01 AM  
**To:** Perry Wood <[pwood@ecgra.org](mailto:pwood@ecgra.org)>; hagertycf@upmc.edu; Marsh, Christina (Christina.Marsh@ErieInsurance.com) <[Christina.Marsh@ErieInsurance.com](mailto:Christina.Marsh@ErieInsurance.com)>  
**Subject:** FW: ⚠ COVID-19 & Your Nonprofit Sector

FYI...

---

**From:** The Nonprofit Partnership [<mailto:abratton@yournpp.org>]  
**Sent:** Thursday, March 12, 2020 10:56 AM  
**To:** Court Gould  
**Subject:** ⚠ COVID-19 & Your Nonprofit Sector

# Metro 100 conference comes to Corry

BY SARA JUKES

sara@thecorryjournal.com

A one-day conference called "Future of Industry" will take place on March 16 at the relevant church, 100 W. South St., called Metro 100. It was developed and organized by the Jefferson Educational Society in partnership with the Erie County Gaming Revenue Authority.

The conference is by invite only and will be attended by city officials and industry leaders.

"This is one instance where we target leaders in key industries," said Jefferson

Educational Society Vice President Ben Speggen. "By design, this is an invite only that helps to gather stakeholders for a half-day session to learn from experts from outside of the region to be able to hopefully advance ideas more quickly."

There have been three Metro 100 conferences held since its development in 2015, however, this will be the first conference that takes place outside of Erie.

"The more that we got to know the community, the more we got to see the exciting things that are happen-

ing in Corry, Pennsylvania, right now," Speggen said. "When we were taking a look at the idea of a topic such as planning for tomorrow today in the future of work and what that looks like, those are very real questions that Corry is having right now."

There will be three speakers.

Former mayor of Pittsburgh Tom Murphy will speak on "diversifying today's economy to build tomorrow's workforce."

◀ See 100, P.2

## 100

(Continued from front page)

Speggen said Murphy will talk about how Pittsburgh went through a booming period to then struggling and is now listed by National Geographic as a destination place.

Founding President and Principal Planner of czb LLC Charles Buki will speak about bringing "aspiration to action: how towns, cities and metros forge their futures mindfully."

Speggen said Buki will speak about how to take dreams and make them realities, actualizing things that communities would like to see happen.

Molly Kinder, author and nonresident senior fellow at New America, was scheduled to speak about "where will the workers be in the future of work," but due to unforeseen circumstances, she is

unable to attend.

Instead, Molly Martin, director of New America Indianapolis, will take her place, speaking about the same topic.

Kinder recommended Martin to take her place, because they have much of the same backgrounds, Speggen said.

Martin will be talking about the role of the worker in the future of work and relating that to how automation impacts jobs.

Even though the conference is in Corry, invitees are from throughout Erie County.

"We get excited about this because if people come with an open mind ... I think it makes all the difference in the world because then we could talk about the challenges that one municipality has that another can learn from," Speggen said.





**RESOLUTION NUMBER 2, 2020**

**Resolution to Enter into agreements with 44 Erie County Special Events Grants applicants, whose events take place between January 1, 2020 and December 31, 2020**

Whereas, the Regional Assets Committee has established a set of eligibility and funding criteria for special events that are produced by municipalities and nonprofits;

Whereas, there were forty-four (44) applicants for special events funding, and the Board of Directors affirms that forty-four (44) applicants have met the funding eligibility;

Whereas, the forty-four (44) special events applicants are identified as the

Albion Area Fair Inc., AmeriMasala, Borough of Edinboro, Borough of Union City, CAFÉ, Corry Arts Council, Crime Victim Center of Erie County, Inc., Downtown North East, Inc., Dr. Gertrude A. Barber Foundations, Edinboro Arts & Music Festival, Edinboro Highland Games, Erie Downtown Partnership, Erie Homes for Children and Adults, Erie Latino Leadership Association, French Creek Council, BSA, Gears -N- Grub, Holy Trinity Roman Catholic Church, Humane Society of NWPA, Inner-City Neighborhood Art House, Iroquois School District Foundation, Jefferson Educational Society, Lake Erie Arboretum at Frontier, Lake Erie Fanfare Inc., Lake Erie Greek Cultural Society, Mercy Center for Women, North East Arts Council, North East Community Fair Association, The Nonprofit Partnership, Performing Artists Collective Alliance, Presque Isle Partnership, Sacred Heart Church, SafeNet, St. Patrick's Church, ServErie, Sisters of St. Joseph Neighborhood Network, St. Joseph Church Bread of Life Community, The Goodell Project, U.S. Committee for Refugees and Immigrants, Waterford Community Fair Association, Wattsburg Agricultural Society Inc., Wesleyville Community Foundation, YMCA of Greater Erie, Young Artists Debut Orchestra, and Youth Leadership Institute of Erie;

Whereas, the eligible applicants are awarded grants totaling \$159,544.32 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 agreements with forty-four (44) Erie County Special Events Grants applicants, whose events take place between January 1, 2020 and December 31, 2020, so they may flourish, create an economic impact on the region through tourism, and continue to enrich the quality of life for Erie County residents.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_,

This resolution was passed on the 19<sup>th</sup> day of March 2020 by a vote of \_\_\_\_ to \_\_\_\_.

ERIE COUNTY GAMING REVENUE AUTHORITY

\_\_\_\_\_  
Chairman, Erie County Gaming Revenue Authority

March 19, 2020

ATTEST:

\_\_\_\_\_  
Secretary, ECGRA





# 2020 Special Events

Organization Name	Name of Event	Amount Requested	Amount Awarded
Albion Area Fair	Albion Area Fair	\$11,630.00	\$9,478.45
AmeriMasala	The AmeriMasala	\$2,270.00	\$1,850.05
Borough of Edinboro	Boro with the Works	\$1,000.00	\$815.00
Borough of Union City	French Creek Festival Fireworks	\$600.00	\$489.00
CAFE	CelebrateErie 2020	\$15,750.00	\$12,836.25
Corry Arts Council	CorryFest 2020	\$1,195.00	\$973.93
Crime Victim Center of Erie County, Inc.	April Awareness events, Speaker Series, Conference, Moonlight on the Bay	\$2,444.90	\$1,992.59
Downtown North East, Inc.	North East Area Chamber of Commerce Events 2020	\$5,587.75	\$4,554.02
Dr. Gertrude A Barber Foundations	Barber Events 2020: 13th Annual Art Show and Sale; 8th Annual Barber Beast on the Bay; 56th Annual Christmas Ball	\$14,849.20	\$12,102.10
Edinboro Arts & Music Fest	Edinboro Arts & Music Festival 2020	\$3,000.00	\$2,445.00
Edinboro Highland Games	Edinboro Highland Games & Scottish Festival	\$2,950.00	\$2,404.25
EHCA Foundation/Erie Homes for Children and Adults	Spring Speakeasy, Partners in Dance & Art, Victory Ride	\$3,077.00	\$2,507.76
Erie Downtown Partnership	2020 Marquee Events	\$9,900.00	\$8,068.50
Erie Latino Leadership Association	Erie Latino Leadership Hispanic Heritage Festival	\$500.00	\$407.50
French Creek Council, BSA	2020 Youth Activities	\$1,973.00	\$1,608.00
Gears -N- Grub	5th Annual Gears -N- Grub	\$4,750.00	\$3,871.25
Holy Trinity Roman Catholic Church	27th Annual Zabawa Polish Heritage Festival	\$7,062.00	\$5,755.53
Humane Society of NWPA	Rock & Rescue Charity Concert	\$3,225.00	\$2,628.38
Inner-City Neighborhood Art House	Neighborhood Celebration, Open Houses, Taste of the Arts	\$1,018.39	\$829.99
Jefferson Educational Society	JES Programming/Global Summit	\$13,540.00	\$11,035.10
Lake Erie Arboretum at Frontier (LEAF)	2019 LEAF Events	\$1,841.00	\$1,500.42
Lake Erie Fanfare, Inc.	37th Annual Drum Corps Competition; 24th Annual German Heritage Festival	\$5,012.00	\$4,084.78
Lake Erie Greek Cultural Society	Annual Greek Festival	\$7,000.00	\$5,705.00
Mercy Center for Women	2020 Events	\$2,174.50	\$1,772.22
North East Arts Council	Picnic in the Park, Kid's Art Club, Missoula Children's Theatre, Set the Sun with the Arts, Classes, Gallery Shows, Erie Philharmonic	\$1,444.65	\$1,177.39
North East Community Fair Association	North East Community Fair	\$824.75	\$672.17
Performing Artists Collective Alliance	2020 PACA Theatrical Season	\$1,400.00	\$1,141.00
Presque Isle Partnership	Presque Isle Partnership Events 2020	\$4,585.00	\$3,736.78
Sacred Heart Church	Annual Spaghetti Dinner	\$242.00	\$197.23
SafeNet	Scrabble Tournament	\$374.00	\$304.81

Saint Joseph Church Bread of Life Community	Oktoberfest 2020	\$5,000.00	\$4,075.00
Saint Patrick's Church	Erie Irish Festival	\$6,536.40	\$5,327.17
ServErie	Spring Soiree and Summer Project	\$3,120.00	\$2,542.80
Sisters of St. Joseph Neighborhood Network	Saint Paul Italian Festival	\$5,333.67	\$4,346.94
The Goodell Project, d/b/a Goodell Gardens & Homestead	2020 Program of Events	\$1,350.25	\$1,100.45
The Iroquois School District Foundation	Erie Food Truck Festival	\$4,740.00	\$3,863.10
The Nonprofit Partnership	Conference 2020	\$5,616.00	\$4,577.04
U.S. Committee for Refugees and Immigrants/International Institute of Erie	World Refugee Day	\$350.00	\$285.25
Waterford Community Fair Association	2020 Waterford Community Fair	\$9,250.00	\$7,538.75
Wattsburg Agricultural Society. Inc.	Wattsburg Agricultural Society Inc. 2020 Erie County Fair at Wattsburg	\$12,800.00	\$10,432.00
Wesleyville Community Foundation	Wesleyville Community Day	\$600.00	\$489.00
YMCA of Greater Erie	2019 Special Events	\$5,675.15	\$4,625.25
Young Artists Debut Orchestra	Four Seasons - Seven Performances	\$3,802.00	\$3,098.63
Youth Leadership Institute of Erie	Global Youth Service Day 2020 "STOMP" Out Bullying	\$366.25	\$298.49

**TOTALS**

**\$195,759.86**

**\$159,544.32**

**RESOLUTION NUMBER 3, 2020**

**Resolution to Approve the Employment Contract of the Executive Director**

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 approve the contract of the Executive Director, for the conduct of its business, to the extent outlined in the attached Exhibit "A".

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_.

This resolution was passed on 19<sup>th</sup> day of March, 2020 by a vote of \_\_\_\_ - \_\_\_\_.

ERIE COUNTY GAMING REVENUE AUTHORITY

-----  
Chairman, Erie County Gaming Revenue Authority

March 19, 2020

ATTEST:

\_\_\_\_\_  
Secretary ECGRA



**EMPLOYMENT AGREEMENT ("AGREEMENT")**

**BETWEEN**

**ERIE COUNTY GAMING REVENUE AUTHORITY ("AUTHORITY")**

**AND**

**PERRY WOOD ("WOOD")**

WHEREAS, the Authority and Wood desire to continue the Authority's employment of Wood as its Executive Director;

WHEREAS, the parties wish to confirm the terms of Wood's continued employment.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein, and intending to be legally bound hereby, the parties mutually agree as follows:

1. Employment. The Authority hereby agrees to continue employing Wood as its Executive Director, and Wood hereby accepts employment in the position, pursuant to the provisions set forth herein.

2. Term of Employment. Wood's employment hereunder shall continue for a period of four (4) years from April 1, 2020, or unless terminated sooner pursuant to paragraph 5 hereof.

3. Duties and Responsibilities.

(a) Wood shall continue to have the duties and responsibilities normally assigned to him in the past, subject to modification from time to time by the Authority, including, but not limited to:

- (i) supervising and managing the business affairs of the Authority;
- (ii) supervising and managing the employees of the Authority;
- (iii) implementing policies and procedures established by the Authority;
- (iv) developing and recommending the implementation of policies and procedures to the Authority;
- (v) monitoring and accounting for the monthly income and operating expenses of the Authority and providing monthly

reports to the Authority reflecting such income and operating expenses;

- (vi) preparing annual budgets, statements of financial condition and other financial reports in coordination with the Treasurer and the Authority's accountant;
- (vii) developing and recommending the implementation of a grant application process, including project applications, policies, procedures and guidelines relating to the disposition of gaming revenue, to the Authority, in coordination with Authority committees;
- (viii) evaluating grant applications for gaming revenue and recommending project applications and applicants to the Board, in coordination with Authority committees;
- (ix) developing and evaluating contracts and agreements in conjunction with the Authority's solicitor and, with the consent of the Authority, entering into contracts and agreements on behalf of the Authority;
- (x) serving on Authority committees and, with the consent of the Authority, serving on community task forces and other community groups;
- (xi) securing documents generated by the business operations of the Authority, including, but not limited to, the Authority's Charter, Bylaws, Rules and Procedures, Minutes and Resolutions, Authority policies and procedures, financial documents, agreements, grant applications, policies and procedures, application materials, exhibits and correspondence, and all other business records;
- (xii) managing, monitoring and reporting to the Authority with respect to the status of contracts approved by the Authority, distributed gaming revenue and projects awarded by the Authority;
- (xiii) developing and presenting to the Board, within three (3) months of complete execution of this Agreement, a metrics system by which Wood's performance shall be measured, subject to Board approval; and
- (xiv) performing faithfully, and to the best of his abilities, such other duties and obligations as may be assigned to him by the Authority from time to time.

\_\_\_\_\_  
Authority

  
\_\_\_\_\_  
Wood



(b) Wood's employment will be generally in accordance with the Authority's policies and procedures;

(c) Wood will report to the Board of Directors;

(d) Wood shall devote his exclusive, full-time efforts to the faithful, efficient and competent performance of his duties; provided, however, that he may undertake consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services, provided that such work is approved by the Authority Board of Directors and does not interfere in any way with his full time responsibilities to the Authority;

(e) Wood will promote the success and reputation of the Authority at all times and avoid all activities which are detrimental to the success and/or reputation of the Authority; and

4. Compensation, Insurance and Other Fringe Benefits. The Authority will provide Wood with the following:

(a) Compensation. Wood will receive an annual salary of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00), payable in accordance with the Authority's usual payroll practices. Wood's salary shall be subject to a minimum annual increase equal to the annual percent change of the *CPI-U U.S. City Average: All Items Not Seasonally Adjusted, 1982-84 = 100 Reference Base*.

(i) The minimum annual increase shall be calculated through utilizing the following methodology:

Subtract the semiannual average index for the 2<sup>nd</sup> half of the preceding year from semiannual average index of the 2<sup>nd</sup> half of two years prior to determine the index point change. Divide the percent change of the 2<sup>nd</sup> half of two years prior (denominator) by the index point change (numerator) and multiply the result by 100% to determine the CPI-U change for the year.

(ii) Example Calculation:

CPI-U for 2 <sup>nd</sup> half 2012:	230.338
CPI-U for 2 <sup>nd</sup> half 2011:	<u>226.280</u>
Index point change:	4.058
Divided by 2 <sup>nd</sup> half 2011:	226.280
Equals:	.017934
Result x 100:	1.793353
Equals percent change:	1.8%

\_\_\_\_\_  
Authority

*PNW*  
\_\_\_\_\_  
Wood

(b) Compensation Increase in Excess of Minimum Annual Increase.

In the Board's sole discretion, Wood may receive a salary increase in excess of the minimum salary increase. Any such increase, if offered by the Board, shall be based upon Wood's performance during the previous year as measured by the metrics system created and approved pursuant to Section 3(a)(xiii) of this Agreement. In no case shall any increase in excess of the minimum annual increase exceed three percent (3%) of the previous year's base salary.

(c) Insurance and Other Fringe Benefits. The Authority shall provide

Wood with a quarterly benefit offset payment of seven hundred and fifty dollars (\$ 750.00) in lieu of Wood availing himself of certain fringe benefits offered to other similarly situated employees of the Authority pursuant to its Personnel Policy. Such fringe benefits include medical, dental, and vision coverage and long and short term disability insurance. This benefit offset payment specifically does not include any retirement benefit offered by the Authority. The benefit offset payment may be reduced, in an amount determined by the Authority, in the event Wood avails himself of any or all of the fringe benefits identified in this paragraph.

(d) Expenses. The Authority shall reimburse Wood for all out-of-pocket

expenses incurred by him in the performance of his duties pursuant to this Agreement, and for any other expenses in excess of five hundred dollars (\$500.00) that have been authorized in advance by the Authority. Expense reimbursement shall be in accordance with the Authority's Personnel Policy. For the purposes of this provision, "out-of-pocket expenses" shall be determined to be those unbudgeted and individual purchases of goods or services that are necessary for the day-to-day operations of the Authority.

5. Termination.

(a) Termination for Cause. Wood's employment is subject to

immediate termination in the event he engages in any of the following:

- (i) Conduct that results in an investigation or legal proceedings against the Authority by a federal, state, county or municipal regulatory agency that results in a final negative finding or conviction;
- (ii) Negligent or intentional conduct that threatens to bring Wood or the Authority into public disrepute, contempt, scandal or otherwise jeopardizes the reputation and/or success of the Authority;
- (iii) Commission of, conviction of and/or guilty plea of a felony;

\_\_\_\_\_  
Authority

PNW  
\_\_\_\_\_  
Wood

- (iv) Material acts of theft, breach of fiduciary duty, or gross negligence;
- (v) Gross negligence and/or failure to satisfy his obligations under this Agreement, which is not corrected by Wood within fifteen (15) days of his receipt of written notice by the Authority.

In the event Wood's employment hereunder is terminated for cause, he shall be entitled to payment of his salary and any applicable benefits through the date of separation but nothing further.

(b) Termination for Lack of Funding. The Authority shall have the right to terminate Wood's employment immediately in the event the Authority is dissolved, terminated or defunded. Should Wood's employment be terminated pursuant to this subparagraph, he shall be entitled to payment of his salary and any applicable benefits for a period of 180 (180) days from the date upon which the Authority notifies him, in writing, of its intent to terminate his employment.

6. Death or Disability of Wood. In the event Wood becomes disabled from the performance of his obligations under this Agreement, or dies during the term of this Agreement, his employment hereunder will be subject to termination and his right to any further compensation and benefits will cease. "Disability" will mean failure of Wood to fully perform his duties on a full-time basis for ninety (90) consecutive days as a result of Wood's incapacity due to physical or mental illness or injury.

7. No Conflict. Wood represents and warrants to the Authority that neither Wood's performing any obligation pursuant to this Agreement, nor the Executive's employment by the Authority, whether before or after the date of this Agreement, will violate or conflict with any obligation Wood has to any other person. If such representation or warranty is untrue or misleading in any respect, Wood shall indemnify and hold harmless the Authority from and against all claims, costs, damages, expenses, indebtedness, liabilities, and losses incurred by the Authority or arising in connection therewith.

8. Notice. Any notice required by this Agreement must be in writing and shall be considered given when mailed by registered mail, return receipt requested, to the following:

Authority: Erie County Gaming Revenue Authority  
5240 Knowledge Parkway, Suite 1  
Erie, PA 16510

Wood: Perry Wood  
5763 Platinum Drive  
Erie, PA 16510

\_\_\_\_\_  
Authority

*PNW*  
\_\_\_\_\_  
Wood

9. Waiver. Waiver by the Authority of a breach of any provision of this Agreement by Wood shall not be considered as a waiver by the Authority of any subsequent breach by Wood.

10. Assignment. All rights and obligations under this Agreement shall be personal to Wood and shall not be assignable by him. The rights and obligations of the Authority under this Agreement shall inure to the benefit of and shall be binding upon the Authority and its assigns.

11. Entire Agreement. This Agreement, including all attachments, contains the entire understanding between the parties hereto. There have been no oral or other agreements of any kind whatsoever as a condition, precedent or inducement to the signing of this Agreement or otherwise concerning this Agreement or the subject matter hereof. Any prior communications between the parties, including the Authority's representatives, which are not included in this Agreement, are not binding.

12. Modification. No changes, modifications or alterations of any of the terms and provisions contained in this Agreement shall be effective unless changed, modified or altered in writing and signed by both parties hereto.

13. No Third Party Rights. Nothing in this Agreement shall be construed as created or giving rise to any rights to any third parties or any persons other than the parties hereto, with the exception of the Authority.

14. Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions are not contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, geographical scope, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear in the jurisdiction.

15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. All disputes arising under this Agreement shall be brought in either the Court of Common Pleas of Erie County, Pennsylvania or the United States District Court for the Western District of Pennsylvania, Erie Division.

16. Headings. Any headings preceding the text of the paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

[SIGNATURE PAGE TO FOLLOW]

\_\_\_\_\_  
Authority

PNW  
Wood

Executed by the parties this 12 day of March, 2020, intending to be legally bound.

WITNESS/ATTEST:

*Jamie & Michael*

PERRY WOOD

*Perry Wood*

WITNESS/ATTEST:

\_\_\_\_\_

ERIE COUNTY GAMING REVENUE  
AUTHORITY

BY \_\_\_\_\_

# 2145776.v1



**RESOLUTION NUMBER 4, 2020**

**Resolution to Adopt the 2020-21 Budget**

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, hereby adopts its 2020-21 Budget, to the extent outlined in the attached Exhibit "A".

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_.

This resolution was passed on the 19<sup>th</sup> day of March, 2020 by a vote of \_\_\_\_ - \_\_\_\_.

ERIE COUNTY GAMING REVENUE AUTHORITY

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Chairman, Erie County Gaming Revenue Authority

March 19, 2020

ATTEST:

\_\_\_\_\_  
Secretary, ECGRA





Erie County Gaming Revenue Authority

Draft Budget

2020-21

Expense	<u>2019-20</u> <u>Budget</u>	<u>2020-21</u> <u>Budget</u>
<b>62100 · Contracted Services</b>		
62110 · Auditing Fees	11,500.00	15,000.00
62120 · Government Relations Services	58,000.00	58,000.00
62130 · Professional Services	36,000.00	36,000.00
62140 · Legal Services	35,000.00	35,000.00
62145 · Website Design	4,000.00	3,000.00
62150 · Payroll Services	1,500.00	1,500.00
<b>Total 62100 · Contracted Services</b>	<u>146,000.00</u>	<u>148,500.00</u>
<b>62800 · Facilities &amp; Equipment</b>		
62840 · Office Equipment	5,000.00	1,000.00
62890 · Rent	18,000.00	18,000.00
<b>Total 62800 · Facilities &amp; Equipment</b>	<u>23,000.00</u>	<u>19,000.00</u>
<b>65000 · Office Administration</b>		
65010 · Books, Subscriptions, Dues	3,500.00	3,500.00
65020 · Postage	500.00	500.00
65030 · Printing	1,000.00	0.00
65040 · Office Supplies	2,800.00	2,000.00
65050 · Cell Phone	2,200.00	2,200.00
65060 · Copier Lease	4,200.00	4,200.00
65070 · Copier Printing Costs	2,000.00	2,000.00
65080 · Bank Fees	200.00	200.00
65085 · Professional Development	5,000.00	4,000.00
65090 · Meeting Expenses	5,000.00	4,000.00
65095 · Miscellaneous Expense	250.00	250.00
<b>Total 65000 · Office Administration</b>	<u>26,650.00</u>	<u>22,850.00</u>
<b>65100 · Other Types of Expenses</b>		
65105 · Outreach	12,000.00	8,000.00
65110 · Advertising	12,000.00	7,000.00
65115 · Phone/IT/Fax	18,000.00	18,000.00
65120 · Insurance	9,850.00	9,850.00
65150 · Travel	9,000.00	7,000.00
<b>Total 65100 · Other Types of Expenses</b>	<u>60,850.00</u>	<u>49,850.00</u>
<b>66000 · Payroll Expenses</b>		
66005 · Salaries & Wages	201,000.00	233,000.00
66010 · FITW Tax	15,100.00	17,302.00
66015 · FUTA Tax	150.00	150.00
66020 · PASUI Tax	2,000.00	2,000.00
66500 · Retirement	9,000.00	9,000.00
66700 · PMRS		6,550.00
<b>Total 66000 · Payroll Expenses</b>	<u>227,250.00</u>	<u>268,002.00</u>
<b>7000 · Reserve for Uncollectable Notes</b>	<u>0.00</u>	<u>0.00</u>
<b>Total Expense</b>	<u><u>483,750.00</u></u>	<u><u>508,202.00</u></u>



**RESOLUTION NUMBER 5, 2020**

**Resolution to Create a COVID-19 Response Fund**

WHEREAS, the spread of COVID-19, the infectious disease caused by coronavirus, poses a dual threat to Erie County, as significant public health and economic crisis;

WHEREAS, Erie County Council in collaboration with the Erie County Gaming Revenue Authority is calling for the establishment of the COVID-19 Response Fund to alleviate disruptions to local businesses, non-profit agencies and local governments;

WHEREAS, our funding agencies must come together to collaboratively anticipate and stabilize Erie County small businesses and non-profits serving on the front lines of this crisis;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Erie County Gaming Revenue Authority, pursuant to the Economic Development Financing Law, hereby creates a COVID-19 Response Fund in the amount of \$500,000 to ensure funding is accessible and available to sustain our local economy.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_.

This resolution was passed on the 19<sup>th</sup> day of March, 2020 by a vote of \_\_\_\_ - \_\_\_\_.

**ERIE COUNTY GAMING REVENUE AUTHORITY**

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Chairman, Erie County Gaming Revenue Authority

March 19, 2020

ATTEST:

\_\_\_\_\_  
Secretary, ECGRA



**RESOLUTION NUMBER 6, 2020**

**Resolution to Create a COVID-19 Small Business Loan Fund**

WHEREAS, the spread of COVID-19, the infectious disease caused by coronavirus, poses a dual threat to Erie County, as significant public health and economic crisis;

WHEREAS, Erie County Council in collaboration with the Erie County Gaming Revenue Authority is calling for the establishment of the COVID-19 Response Fund to alleviate disruptions to local businesses, non-profit agencies and local governments;

WHEREAS, our funding agencies must come together to collaboratively anticipate and stabilize Erie County small businesses and non-profits serving on the front lines of this crisis;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Erie County Gaming Revenue Authority, pursuant to the Economic Development Financing Law, hereby creates a Small Business Loan Fund in the amount of \$800,000 to be administered by Bridgeway Capital to ensure funding is accessible and available to sustain our local economy.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_.

This resolution was passed on the 19<sup>th</sup> day of March, 2020 by a vote of \_\_\_\_ - \_\_\_\_.

ERIE COUNTY GAMING REVENUE AUTHORITY

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Chairman, Erie County Gaming Revenue Authority

March 19, 2020

ATTEST:

\_\_\_\_\_  
Secretary, ECGRA



**FIRST AGREEMENT BETWEEN THE ERIE COUNTY GAMING REVENUE  
AUTHORITY  
AND  
BRIDGEWAY CAPITAL, INC.  
FOR  
AN EMERGENCY CORONAVIRUS COVID-19 LOAN FUND**

THIS AGREEMENT, entered this \_\_\_ day of \_\_\_\_\_, 2020 by and between the:

**Erie County Gaming Revenue Authority**, a body corporate and politic organized and existing under the provisions of the Pennsylvania Economic Development Financing Law, 73 P.S. §§ 371 et seq., with offices at 5340 Fryling Road, Suite 201, Erie, Pennsylvania 16510, hereinafter referred to as "ECGRA,"

AND

**Bridgeway Capital, Inc.**, a 501(c)(3) nonprofit corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 707 Grant Street, Suite 1920, Pittsburgh, Pennsylvania 15219, hereinafter referred to as "Bridgeway Capital."

**WHEREAS**, the World Health Organization has declared the Coronavirus COVID-19 outbreak to be a global pandemic; and

**WHEREAS**, the President of the United States, the Governor of Pennsylvania and the County Executive of Erie County, Pennsylvania, have all declared a state of emergency in their respective jurisdictions due to the coronavirus COVID-19 outbreak; and

**WHEREAS**, the Governor and the County Executive have independently ordered that non-essential stores and certain other businesses be shut down, and that citizens practice social distancing, all of which are necessary public health strategies to limit the spread of coronavirus COVID-19, but which have an associated negative economic effect on Erie County businesses and economy; and

**WHEREAS**, ECGRA and Bridgeway Capital have partnered to develop a coronavirus COVID-19 Emergency Loan Fund (the "Emergency Loan Fund") to provide loans to small businesses within Erie County that have demonstrated actual negative economic impact due to effects of coronavirus COVID-19; and

**WHEREAS**, pursuant to this Agreement and the CDFI Note and Credit Agreement, ECGRA has determined to loan Eight Hundred Thousand Dollars (\$800,000.00) to Bridgeway Capital to create the Emergency Loan Fund to assist those Erie County small businesses negatively affected by the effects of coronavirus COVID-19.

**NOW THEREFORE**, on the date first identified above, and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of

which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows.

1. Incorporation. The recitations above are incorporated hereby as if more fully set forth herein.
2. Relationship of the Parties. ECGRA and Bridgeway Capital are separate and distinct entities who intend to act independent of one another as parties to the within contract. Employees of Bridgeway Capital shall not be considered the employees, agents or ostensible agents of ECGRA. The employees of ECGRA shall not be considered employees, agents or ostensible agents of Bridgeway Capital.
3. Term. This Agreement shall commence upon the date of the last party to sign the Agreement, and shall continue until the maturity date as determined by the CDFI Note and Credit Agreement entered into between the parties.
4. Activities.
  - a. Bridgeway Capital will use funds received from ECGRA to create the coronavirus COVID-19 Emergency Loan Fund to provide low interest loans to small businesses that have fifty (50) or less employees, that are located in Erie County, and which have demonstrated actual negative economic impact on their business as a result of coronavirus COVID-19's effect on the business and the economy ("Qualified Businesses"). Bridgeway Capital shall determine, in its sole discretion, whether a business is qualified for funding. The funds provided by the Emergency Loan Fund shall be used to fund operating expenses.
  - b. All such lending shall be made, and Bridgeway Capital shall utilize funds provided by ECGRA, pursuant to the following Covenants:
    - (i) Terms by ECGRA. The following terms, and those contained within the CDFI Note and Credit Agreement, apply to the loan made to Bridgeway Capital:
      - i. Repayment. All Principal must be paid back to ECGRA within seventy-eight (78) months of the date of this Agreement.
      - ii. Interest Rate. 0%.
    - (ii) Terms by Bridgeway Capital. The following terms apply to loans made by Bridgeway Capital to Qualified Businesses:
      - iii. Repayment. Three (3) months of no principal or interest payments; one (1) year of interest only payments; up to sixty (60) months of principal and interest payments.



- iv. **Interest Rate.** The interest rate that may be charged by Bridgeway Capital may not exceed \_\_\_\_ %.
  - v. **Loan Ceiling.** Loans may not exceed \$50,000 to any one (1) Qualified Business without written approve by ECGRA's Executive Director.
  - vi. **Loan Disbursement.** Bridgeway Capital shall close on all loans within one-hundred and twenty (120) days of the date of this Agreement. Excess funds not disbursed shall be returned to ECGRA within thirty (30) days.
- (iii) **Use Restriction.** Bridgeway Capital shall not utilize funds supplied by ECGRA to: (1) acquire or finance the acquisition of a project which shall cause the removal of a plant, facility or other business from one area of the Commonwealth to another area of the Commonwealth, unless the secretary of the Department of Community and Economic Development has found that relocation of the plant, facility or other business is necessary in order for the plant, facility or other business to remain competitive or to prevent the plant, facility or other business from leaving this Commonwealth; (2) enter into any agreement to finance the acquisition of a project in excess of the cost of the project; (3) engage in business, trade or commerce for a profit as an owner or lessee of a project, or otherwise; (4) finance any project which will be used in whole or in part for illegal activities; and, (5) finance any project which is not located within Erie County, Pennsylvania.
- (iv) **Geographic Limitation.** Bridgeway Capital shall only provide financial assistance with funds provided by ECGRA to those businesses primarily located in Erie County, Pennsylvania, and with the specific condition that such funds shall only be invested within the geographic boundaries of Erie County, Pennsylvania, and may not be invested in any business locations or operations outside of Erie County, Pennsylvania.
5. **Performance Monitoring.** In order to assess Bridgeway Capital's performance in accordance with the goals and standards stated herein, Bridgeway Capital shall, in addition to any other documentation reasonably requested by ECGRA, provide the following documentation to ECGRA:
- a. **Audits.**
    - (i) Bridgeway Capital's annual audited financial statements shall be provided annually throughout the term of this Agreement and within thirty days of receipt by Bridgeway Capital.
    - (ii) Bridgeway Capital shall hire and pay for an independent CPA to conduct a project audit of Bridgeway Capital provided through this

Agreement. The audit shall, at a minimum, certify compliance with this Agreement, with all CDFI requirements and with all covenants of other lenders. The audit shall be presented to the ECGRA Board of Directors as part of the final performance report.

b. Disbursement Reports.

- (i) Bridgeway Capital shall submit to ECGRA a Disbursement Report every thirty (30) days during the one hundred and twenty (120) day disbursement period that contains:
- Number of loans closed with list of loan recipients by organization's name & contact person, or, if loan recipients object to public disclosure of their financial relationship with Bridgeway Capital, an anonymous but unique identifier and a non-identifying description of the recipient;
  - Amount of each loan and repayment terms.
  - Location verification for each Qualified Business that was funded
  - Total number of loans applications received, in underwriting with proposed closing dates and rejected.

c. Bi-Annual Performance Reports

- (i) Bi-annual reports shall, at a minimum, indicate the following information pertaining to loans made pursuant to this Agreement:
- job creation/retention attributed to loans made pursuant to this Agreement;
  - list of loan recipients by organization's name & contact person, or, if loan recipients object to public disclosure of their financial relationship with Bridgeway Capital, an anonymous but unique identifier and a non-identifying description of the recipient;
- (ii) Performance reports shall be provided to ECGRA until such time that Bridgeway Capital has loaned all of the funding provided by ECGRA pursuant to this Agreement, the Credit Agreement and the CDFI Note, and, until such point, shall be due on or before February 1<sup>st</sup>, and August 1<sup>st</sup> of each year.

- d. Final performance report. Within 60 days of the Agreement Term or Termination (whichever is earliest), a final report shall be submitted containing all information included in the bi-annual report along with a summary of the final portfolio balance indicating how Bridgeway Capital met program objectives.

The final performance report shall, at the request of the Executive Director, be accompanied by a presentation to the ECGRA Board.

6. ECGRA Grant in Event of Default by Bridgeway Capital Debtor. In the event a third party defaults (the "Third Party in Default") on a loan made by Bridgeway Capital pursuant to the terms of this Agreement (the "Sub-Note"), and after Bridgeway Capital undertakes commercially reasonable efforts to collect such outstanding debt from the Third Party in Default, the outstanding principal balance of the Sub-Note related to such debt in default and owed by the Third Party in Default, and the value of the reasonable costs of collection incurred by Bridgeway Capital, shall be forgiven by ECGRA to Bridgeway Capital (the "Forgiven Debt"). The Forgiven Debt shall be determined to have been a grant from ECGRA to Bridgeway Capital. The amount of principal of the unpaid Forgiven Debt shall be credited towards the total principal amount then outstanding under the terms of the Note between ECGRA and Bridgeway Capital. To initiate the transformation of the loan from ECGRA to Bridgeway Capital to a grant, Bridgeway Capital shall certify to ECGRA, in writing, the efforts made to collect on the debt and that the debt has been determined to be uncollectable. After such certification, if Bridgeway Capital collects on the debt in default, Bridgeway Capital shall remit total principal amount collected to ECGRA within sixty (60) days of such collection.
7. Drawdown. Bridgeway Capital shall submit to ECGRA a drawdown request on a weekly basis for the total value of each loan to be closed in the next week. The drawdown request shall be submitted no later than 12:00 p.m. on Thursday of each week. ECGRA shall review each drawdown request, and once approved, electronically transfer the funds to Bridgeway Capital no later than 5:00 p.m. on Friday of each week.
8. Federal or State Relief. In the event that the federal or state government approves and issues a stimulus or other relief package in response to the COVID-19 national emergency, and such funds are distributed to Bridgeway Capital for the purpose of deployment to businesses, including those within Erie County, and the intent of those funds is to provide funding in a manner and for a purpose substantially similar to the funding provided by this Agreement, the CDFI Note and the Credit Agreement, ECGRA reserves the right to provide Bridgeway Capital with a ten (10) day written notice of cancellation of further distributions pursuant to this Agreement, the CDFI Note and the Credit Agreement. Any closings for which a drawdown has been requested by Bridgeway Capital prior to the issuance of the above referenced notice shall be processed by ECGRA.
- 7.9. Default. Failure to meet any provision of this Agreement shall constitute a Default by Bridgeway Capital. In the event of Default, ECGRA will shall utilize the Default procedures contained within the Credit Agreement and CDFI Note.
- 8.10. Suspension and Termination. If Bridgeway Capital fails to correct substandard performance and thus cure the Default within the period of time stated by ECGRA, the Agreement may be Suspended or Terminated at ECGRA's sole discretion pursuant to the terms and conditions of the CDFI Note and Credit Agreement.

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~~9.11.~~ Cooperation. Bridgeway Capital shall cooperate in every reasonable way with ECGRA to facilitate the purposes and intent of this Agreement. ECGRA shall cooperate in every reasonable way to facilitate the purposes and intent of this Agreement.

~~10.12.~~ Indemnification. Bridgeway Capital hereby agrees to release, indemnify and hold ECGRA harmless from any claims, damages, losses, law suits, causes of action or demands arising out of the good faith provision of services by ECGRA hereunder, except to the extent that such claims, losses, lawsuits, causes of action or demands are based on the negligence, recklessness, or intentional misconduct of ECGRA and/or its agents, employees, and/or personnel.

~~11.13.~~ Right-to-Know Law. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 - 67.3104, applies to this Agreement. (the "RTKL"). Upon notification to Bridgeway Capital that ECGRA has received a request for records under the RTKL, Bridgeway Capital shall fully assist ECGRA in responding to the request. Such assistance shall include, at a minimum, providing ECGRA, within three (3) days, access to, and copies of, any document or information arising out of the Agreement in Bridgeway Capital's possession that ECGRA deems a Public Record ("Requested Information") and providing such other assistance as ECGRA may request. If Bridgeway Capital fails to provide the Requested Information to ECGRA within the required time period, the failure shall be considered an event of default, and Bridgeway Capital shall pay, indemnify and hold ECGRA harmless for any damages, penalties, detriment or harm that ECGRA may incur as a result of Bridgeway Capital's failure, including reasonable attorney's fees incurred by ECGRA in the administration of the Right-to-Know Request and any appeal therefrom. If Bridgeway Capital refuses to supply the Requested Information, and the Pennsylvania Office of Open Records, or the Pennsylvania Courts, determines that a record in the possession of Bridgeway Capital is a public record, in addition to the foregoing, liquidated damages of \$200 per day will be assessed for each calendar day beyond the date Bridgeway Capital was required to provide the record by the Pennsylvania Office of Open Records, or, upon appeal, the Pennsylvania Courts. Bridgeway Capital's duties under this section survive the termination of this Agreement and as long as Bridgeway Capital has Requested Information in its possession.

~~12.14.~~ Entire Contract. This Agreement, the CDFI Note and Credit Agreement constitute the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties.

~~13.15.~~ Binding Effect. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto, and upon their respective heirs, executors, administrators, successors, and assigns.

~~14.16.~~ Prohibition against Assignment. This agreement shall not be assigned by either party without written consent of the other being first obtained.

~~15.~~17. Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provision hereof is severable.

~~16.~~18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

~~17.~~19. Governing Law. This Agreement shall be constructed under the laws of the Commonwealth of Pennsylvania. The venue for any litigation relating hereto shall be the Erie County, Pennsylvania Court of Common Pleas.

~~18.~~20. Notices. Communications and details concerning this contract shall be directed to the following contract representatives:

ECGRA  
Tom Maggio, Grants Manager  
Erie County Gaming Revenue Authority  
5340 Fryling Road, Suite 201  
Erie, PA 16510  
814-897-2690

With a copy to:

Timothy S. Wachter, Esq.  
Knox McLaughlin Gornall & Sennett,  
P.C.  
120 West 10<sup>th</sup> Street  
Erie, PA 16501

Fund  
Matt Madia, Chief Strategy & Dev Officer  
Bridgeway Capital, Inc.  
707 Grant Street, Suite 1920,  
Pittsburgh, Pennsylvania 15219  
412-201-2450

With a copy to:

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have set their hands and seals on the date first above written.

ERIE COUNTY GAMING REVENUE  
AUTHORITY

BRIDGEWAY CAPITAL, INC

By \_\_\_\_\_  
Michael Paris,  
Board Chairman

By \_\_\_\_\_  
Mark Peterson  
President and CEO

Attest: \_\_\_\_\_  
David Sample, Secretary

Attest: \_\_\_\_\_  
Assistant Secretary

# 2152449.v1

**RESOLUTION NUMBER 7, 2020**

**Resolution to Create a COVID-19 Non-Profit Loan Fund**

WHEREAS, the spread of COVID-19, the infectious disease caused by coronavirus, poses a dual threat to Erie County, as significant public health and economic crisis;

WHEREAS, Erie County Council in collaboration with the Erie County Gaming Revenue Authority is calling for the establishment of the COVID-19 Response Fund to alleviate disruptions to local businesses, non-profit agencies and local governments;

WHEREAS, our funding agencies must come together to collaboratively anticipate and stabilize Erie County small businesses and non-profits serving on the front lines of this crisis;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Erie County Gaming Revenue Authority, pursuant to the Economic Development Financing Law, hereby creates a Non-Profit Loan Fund in the amount of \$800,000 to be administered by Bridgeway Capital to ensure funding is accessible and available to sustain our local economy.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_.

This resolution was passed on the 19<sup>th</sup> day of March, 2020 by a vote of \_\_\_\_ - \_\_\_\_.

**ERIE COUNTY GAMING REVENUE AUTHORITY**

-----  
Chairman, Erie County Gaming Revenue Authority

March 19, 2020

ATTEST:

\_\_\_\_\_  
Secretary, ECGRA





**RESOLUTION NUMBER 8, 2020**

**Resolution to Support the Erie Redevelopment Authority  
with a Small Business Loan Fund**

WHEREAS, the spread of COVID-19, the infectious disease caused by coronavirus, poses a dual threat to Erie County, as significant public health and economic crisis;

WHEREAS, Erie County Council in collaboration with the Erie County Gaming Revenue Authority is calling for the establishment of the COVID-19 Response Fund to alleviate disruptions to local businesses, non-profit agencies and local governments;

WHEREAS, our funding agencies must come together to collaboratively anticipate and stabilize Erie County small businesses and non-profits serving on the front lines of this crisis;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Erie County Gaming Revenue Authority, pursuant to the Economic Development Financing Law, hereby creates a Small Business Loan Fund in the amount of \$250,000 to be matched and administered by the Erie Redevelopment Authority to ensure funding is accessible and available to sustain our local economy.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_.

This resolution was passed on the 19<sup>th</sup> day of March, 2020 by a vote of \_\_\_\_ - \_\_\_\_.

ERIE COUNTY GAMING REVENUE AUTHORITY

-----  
Chairman, Erie County Gaming Revenue Authority

March 19, 2020

ATTEST:

\_\_\_\_\_  
Secretary, ECGRA





March 17, 2020

Perry Wood  
Executive Director  
Erie County Gaming Revenue Authority  
Erie, PA

Perry:

Thank you for taking such quick and decisive action to help mitigate the negative economic impact of Covid19 on local non-profit and for-profit businesses in our community. As we discussed, we too are looking to help local businesses, both our current clients, and any other business that may need immediate gap funding.

We plan to deploy \$250,000 immediately as emergency gap funding. This funding would likely be up to \$20,000 in zero percent loans, with payment deferrals for the first 60-90 days. I know that you and the City of Erie are offering similar programs and we look forward to working with you both to maximize our impact in the community.

To ensure we can assist as many businesses as possible, we are seeking a \$250,000 match from ECGRA, thus allowing us to inject \$500,000 into Erie's business community. While we would love to see this match come in the form of a grant or 0% loan, we are open to discussing variable alternatives.

We appreciate you and your board's full consideration in these challenging and unprecedented times. Again, thank you for your consideration and all that you do for our local community.

Best,

Tina M. Mengine  
Chief Executive Officer  
Erie County Redevelopment Authority  
1314 Griswold Plaza - Erie, PA 16501  
814.480.0337 (o) 814.434.9532 (m)  
[tmengine@ecrda.net](mailto:tmengine@ecrda.net)

Erie County Redevelopment Authority | Enterprise Development Center of Erie County | Erie County Industrial Development Authority | Erie County General Authority | Erie County Community Services Financing Authority | EIDCO, Inc.

