



THE COUNTY OF CHESTER



COMMISSIONERS
Michelle Kichline
Kathi Cozzone
Terence Farrell

OFFICE OF THE COMMISSIONERS
313 W. Market Street, Suite 6202
P.O. Box 2748
West Chester, PA 19380-0991
(610) 344-6100

AGENDA COMMISSIONERS' MEETING

January 12, 2017

1. **CALL MEETING TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ANNOUNCEMENTS**
Executive Session – The Board of Commissioners met in Executive Session on Tuesday, January 10, 2017 to discuss personnel and legal matters.
4. **MINUTES OF PREVIOUS MEETINGS**
5. **PUBLIC COMMENT ON AGENDA**
6. **OLD BUSINESS – There are no items of old business.**
7. **NEW BUSINESS**
 - a. **Resolution #02-17**
It is recommended that the Board of Commissioners approve Resolution #02-17 approving a financing by Chester County Industrial Development Authority for a Project for Avon Grove Charter School.
 - b. **Agreement**
It is recommended that the Board of Commissioners approve the Cooperation Agreement among the County of Chester, the Chester County Industrial Development Authority, 20 Moores Road Associates, LLP and Mountain Laurel Funding Company, LLC.
 - c. **Resolution #03-17**
It is recommended that the Board of Commissioners approve Resolution #03-17 authorizing signature authority and approving supplemental agreement.
 - d. **2017 Certification of Agricultural Conservation Easement Funding**
It is recommended that the Board of Commissioners approve the attached 2017 Certification of Agricultural Conservation Easement Funding.
 - e. **Authorities, Boards and Commissions**
It is recommended that the Board of Commissioners approve the attached appointments and reappointments.

f. Contracts

g. Grants

8. **PERSONNEL MATTERS**

a. Human Resources Agenda

9. **FINANCIAL MATTERS**

a. Finance Agenda

10. **PUBLIC COMMENT**

11. **ADJOURNMENT**



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COMMISSIONERS' MEETING MINUTES

December 14, 2016

1. CALL MEETING TO ORDER

The public meeting of the Chester County Board of Commissioners was called to order at 11:01 a.m. on December 14, 2016 in the Commissioners' Boardroom by Chairman of the Board of Commissioners Terence Farrell. Commissioner Kathi Cozzone and Commissioner Michelle Kichline were also present.

CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

Chairman Farrell asked administrative analyst Daniel Arbucias to lead the Pledge.

PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENTS

Chairman Farrell announced that the Board of Commissioners met in Executive Session on Tuesday, December 13, 2016 to discuss personnel and legal matters.

ANNOUNCEMENTS

4. MINUTES OF PREVIOUS MEETINGS

Following a Motion made by Commissioner Cozzone, which was Seconded by Commissioner Kichline, the Board unanimously voted to accept the minutes from the December 1, 2016 Commissioners' meeting.

MINUTES APPROVED

5. PUBLIC COMMENT ON AGENDA

There were no comments from the public.

PUBLIC COMMENT

6. OLD BUSINESS

a. Bid Award

Following a Motion made by Commissioner Kichline, which was Seconded by Commissioner Cozzone, the Board of Commissioners unanimously awarded the following bid:

Pest Control Services, Bid #015611-1271A:

Tri-County Termite & Pest Control, Inc. \$ 16,920.00

OLD BUSINESS Bid Award

7. NEW BUSINESS

a. Resolution #37-16

Following a Motion made by Commissioner Cozzone, which was Seconded by Commissioner Kichline, the Board of Commissioners approved **Resolution #37-16** authorizing collection of certain municipal taxes by the County Treasurer.

NEW BUSINESS Resolution #37-16

b. Authorization to Bid

Following a Motion made by Commissioner Kichline, which was Seconded by Commissioner Cozzone, the Board of Commissioners unanimously gave authorization to bid the following:

- **Pocopson Home Restroom Renovations**

Authorization to Bid

c. Contracts

Commissioner Cozzone made a Motion, which was Seconded by Commissioner Kichline, to approve the Contracts Agenda. The Board voted unanimously to approve the Contracts Agenda.

Contracts

7. NEW BUSINESS (continued)

d. Grants

Commissioner Kichline made a Motion, which was Seconded by Commissioner Cozzone, to approve the Grants Agenda. The Board voted unanimously to approve the Grants Agenda.

Grants

8. PERSONNEL MATTERS

Human Resources Agenda

Commissioner Cozzone made a Motion to approve the Human Resources Agenda. Following a Second of the Motion by Commissioner Kichline, the Board voted unanimously to approve the Human Resources Agenda.

PERSONNEL

9. FINANCIAL MATTERS

Finance Agenda

Commissioner Kichline made a Motion to approve the Finance Agenda. Following a Second of the Motion by Commissioner Cozzone, the Board voted unanimously to approve the following:

- Budget Change 19-16
- Vouchers as submitted by the Controller

FINANCE

10. PUBLIC COMMENT

Citizen Mary Bush made comments.

**PUBLIC
COMMENT**

11. ADJOURNMENT

The Meeting was adjourned at 11:16 a.m. following a Motion made by Commissioner Cozzone and Seconded by Commissioner Kichline. The Motion passed unanimously.

ADJOURNMENT



Chief Clerk



THE COUNTY OF CHESTER



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ORGANIZATIONAL MEETING MINUTES

January 5, 2017

1. **CALL MEETING TO ORDER**

The public meeting of the Chester County Board of Commissioners was called to order at 10:04a.m. on January 4, 2017 in the Commissioners' Boardroom by Chairman of the Board of Commissioners Terence Farrell. Commissioner Kathi Cozzone and Commissioner Michelle Kichline were also present.

CALL TO ORDER

2. **PLEDGE OF ALLEGIANCE**

Chairman Farrell asked citizen Bruce Mowday to lead the Pledge.

PLEDGE OF ALLEGIANCE

3. **CONFIRMATION OF COUNTY OFFICIAL/EMPLOYEE RISK SECURITY**

Risk Manager Ericka Hudler verified that the requisite insurance/security was in place.

RISK SECURITY

4. **NOMINATION AND ELECTION OF CHAIRMAN**

Commissioner Farrell called for nominations for Chairman of the Board of Commissioners. Commissioner Kathi Cozzone made a Motion to nominate Commissioner Michelle Kichline. Commissioner Farrell Seconded the Motion. The Motion passed unanimously. Commissioner Farrell then turned the meeting over to newly elected Chairman of the Chester County Board of Commissioners Michelle Kichline.

ELECTION OF CHAIRMAN

5. **NOMINATION AND ELECTION OF VICE CHAIRMAN**

Commissioner Kichline called for nominations for Vice Chairman of the Board of Commissioners. Commissioner Farrell made a Motion to nominate Commissioner Kathi Cozzone. Commissioner Kichline Seconded the Motion. The Motion passed unanimously. Commissioner Cozzone was elected Vice Chair of the Chester County Board of Commissioners.

ELECTION OF VICE CHAIR

6. **ANNOUNCEMENT OF DAY AND TIME OF REGULAR MEETINGS**

The Chairman announced that the meetings of the Chester County Board of Commissioners will generally be held bi-weekly at 10:00 a.m. in the Commissioners' Board Room. Chief Clerk Janelle Swab verified that the dates and times of the Board Meetings had been duly advertised in the Daily Local News on December 18, 2016.

REGULAR MEETINGS

7. **DEPOSITORIES OF COUNTY FUNDS**

Commissioner Farrell made a motion to approve the fund depositories and tax bank depositories and/or other financial institutions. Commissioner Cozzone Seconded the Motion. The Motion was unanimously approved.

DEPOSITORIES OF FUNDS

8. **RESOLUTION #01-17**

Following a Motion made by Commissioner Kichline, which was Seconded by Commissioner Cozzone, the Board of Commissioners unanimously adopted Resolution #01-17 authorizing banking authority to designated County officers and employees.

RESOLUTION #01-17

9. **PUBLIC COMMENT**

There were no comments from the public.

PUBLIC COMMENT

10. **ADJOURNMENT**

The Meeting was adjourned at 10:11 a.m. following a Motion made by Commissioner Cozzone and Seconded by Commissioner Farrell. The Motion passed unanimously.

ADJOURNMENT


Chief Clerk

**COUNTY OF CHESTER,
COMMONWEALTH OF PENNSYLVANIA
RESOLUTION #02-17**

**APPROVING A FINANCING BY CHESTER COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY FOR A
PROJECT FOR AVON GROVE CHARTER SCHOOL**

WHEREAS, the Chester County Industrial Development Authority (the “Authority”) is a body corporate and politic organized by the County of Chester under the provisions of the Pennsylvania Economic Development Financing Law, 73 P.S. 371 *et seq.*, as amended (the “Act”) and has the power and authority to issue revenue obligations to pay costs of “educational facilities” as defined in the Act; and

WHEREAS, Avon Grove Charter School (the “Borrower”) is a non-profit corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania that owns the property constituting the project facilities located at 110 E. State Road, West Gove and the Kemblesville Early Learning Center whose address is 1769 New London Road in Landenberg, Chester County, Pennsylvania; and

WHEREAS, the Authority, at the request of the Borrower, proposes to undertake a project (the “Project”) which consists of (i) advance refunding the Authority’s outstanding Revenue Bonds (Avon Grover Charter School Project), Series A of 2007 (Tax-Exempt) issued in the original aggregate amount of \$20,695,000, to finance a project on behalf of the School consisting generally of the acquisition, renovation and equipping of an existing elementary school purchased by the School and located in Franklin Township, Chester County, Pennsylvania, and the funding of certain sewer infrastructure and other capital improvements to the School’s facility located in London Grove Township, Chester County, Pennsylvania, and (ii) financing additional additions, renovations and improvements to the School’s facilities, including (a) the construction and equipping of an approximately 8,200 square foot additional classroom space and approximately 8,500 square feet of additional parking (21 new parking spaces) to the Kemblesville Early Learning Center, (b) improvements and renovations at the Avon Grove Charter School, including conversion of library/media room classrooms, restroom rehabilitation, and window replacements and (c) other capital improvements to the School’s facilities, and including the financing of capitalized interest, the funding of a debt service reserve fund and the payment of costs of issuance.

WHEREAS, the Borrower has requested the Authority, in order to undertake the Project, to issue an approximately \$30,000,000 Mortgage Revenue Note (the “Note”) to BB&T Capital Markets (the “Bank”); and

WHEREAS, the proceeds of the sale of the Note by the Authority will be applied by the Bank to make a loan (the “Loan”) to the Borrower for application towards the costs of the Project; and

WHEREAS, on December 20, 2016, the Authority held a public hearing on the Project in accordance with the Tax Equity and Fiscal Responsibility Act of 1982 at which no members of the public were in attendance; and

WHEREAS, the Authority has determined that the Project conforms to the public purpose, eligibility, and financial responsibility requirements of the Act and approved the above Project at a publicly advertised meeting, and;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, 26 U.S.C. §147(f) (the "Code"), requires that the applicable elected representatives of the governmental unit on behalf of which bonds are issued and of a governmental unit having jurisdiction over the area in which any facility is located approve bonds after a public hearing in order for a private activity bond to be a qualified bond under the Code; and

WHEREAS, the Board of County Commissioners constitutes the appropriate elected representative for the purposes of giving Section 147(f) approvals; and

WHEREAS, pursuant to Section 147(f), the Borrower and the Authority have requested the Board of County Commissioners to approve the issuance of the Note for the purposes of Section 147(f) of the Code; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Commissioners of Chester County, Commonwealth of Pennsylvania, as follows:

SECTION 1. The Project as defined in the preambles hereto, is approved, it being understood that such approval shall not, directly or indirectly, obligate the taxing power of Chester County or otherwise obligate Chester County in any way whatsoever.

SECTION 2. The approval of the Project and the issuance of the Note are pursuant to the requirements of Section 147(f) of the Code.

SECTION 3. The foregoing determination, declaration and approval are for the purposes of the applicable provisions of the Code and do not constitute approval for any permit, license or zoning required for the construction or occupancy of any facilities to be financed or refinanced as part of the Project.

SECTION 4. All actions of this Board of Commissioners of Chester County taken in conformity with the intents and purposes of these Resolutions are ratified, confirmed and approved in all respects.

SECTION 5. These Resolutions shall take effect immediately. All prior resolutions or portions thereof inconsistent herewith are hereby repealed.

RESOLVED AND ADOPTED this 12th day of January, 2017 at a regular meeting of the Board of Commissioners of Chester County, Pennsylvania.

Michelle Kichline, Chairman
Chester County Commissioner

Kathi Cozzone
Chester County Commissioner

Terence Farrell
Chester County Commissioner

(SEAL)

Attest:

By: _____
Janelle Swab, Chief Clerk

This is to certify that the foregoing is a true and correct copy of Resolution #02-17 adopted by the Board of Commissioners of the County of Chester at its meeting held the 12th day of January, 2017.

Janelle Swab, Chief Clerk

**COOPERATION AGREEMENT AMONG THE COUNTY OF CHESTER, THE
CHESTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, 20 MOORES
ROAD ASSOCIATES, L.P.
AND MOUNTAIN LAUREL FUNDING COMPANY LLC**

THIS AGREEMENT is made this _____ day of _____, 2017, by and among the COUNTY OF CHESTER, a Third Class County, organized and existing under the laws of the Commonwealth of Pennsylvania, the CHESTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, the Grantee (“CCIDA”), a body politic and corporate, organized and existing under the laws of the Commonwealth of Pennsylvania, 20 MOORES ROAD ASSOCIATES, L.P. (“20 Moores Road Associates”) and MOUNTAIN LAUREL FUNDING COMPANY LLC (“Mountain Laurel Funding Company”, 20 Moores Road Associates and Mountain Laurel Funding Company sometimes hereinafter referred to as the “Sub-Grantees”).

BACKGROUND

The CCIDA has agreed to make application to the Pennsylvania Governor’s Office of the Budget (“PGOB”), Commonwealth of Pennsylvania (the “Application”) for a grant in the amount of Three Million Five Hundred Thousand (\$3,500,000) Dollars under the Redevelopment Assistance Capital Program (the “Grant”) for the benefit of the National Liberty Corporate Campus, and to accept grant money, the proceeds of which will be used to partially fund the renovation of the National Liberty Corporate Campus project in East Whiteland Township, Chester County, Pennsylvania. Such renovation of the National Liberty Corporate Campus property is hereinafter referred to as the “Project”.

At the time of inception of the Application, the National Liberty Corporate Campus was owned by 20 Moores Road Associates. The National Liberty Corporate Campus is now owned by Mountain Laurel Funding Company. Mountain Laurel Funding Company, by signing below, acknowledges and consents to the RACP Grant application noting the RACP Project was completed prior to their acquisition of the subject property. Furthermore, Mountain Laurel Funding Company acknowledges and approves of the value of the subject property being utilized as land match for the RACP Project. Mountain Laurel Funding Company also acknowledges and understands that the land being used as match for this Project would not be available to be used by Mountain Laurel Funding Company in the future as land match should Mountain Laurel Funding Company receive its own separate RACP grant.

20 Moores Road Associates will undertake the Project.

The COUNTY, as host municipality, has authorized the filing of the Grant application for the Project, and has agreed to enter into this Cooperation Agreement in support of the Project.

The parties intend by this Agreement to confirm the terms and conditions pursuant to which the CCIDA will accept the Grant for the benefit of 20 Moores Road Associates and the COUNTY will support the Project.

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

1. All of the recitals above are incorporated herein as if fully set forth at length, and are intended to be part of the rights, obligations and promises of the parties.

2. The CCIDA shall submit the Grant Application in accordance with the terms and conditions required by the PGOB in its grant agreement issued with respect to the Project (the "Grant Agreement"). 20 Moores Road Associates shall, independent of any assurances made by the CCIDA in the Application, certify and make and carry out and fulfill all assurances required, including but not limited to, the obligation to supply matching funds. The COUNTY agrees to reimburse the Commonwealth of Pennsylvania for any expenditure of Grant funds found by the PGOB to be ineligible, subject, however, to the following: 20 Moores Road Associates shall indemnify and hold harmless the CCIDA and the COUNTY against any request, requirement or demand by the PGOB for return or repayment of Grant funds for any ineligible expenditure or otherwise as a result of 20 Moores Road Associates' failure or inability to make and carry out or fulfill such assurances. Further, as an incentive to the CCIDA to serve as applicant for the Grant and to the COUNTY to provide support for the Project and to enter into this Agreement, 20 Moores Road Associates hereby makes the same representations and warranties as are required to be made by the CCIDA in the Grant Agreement and shall bear all responsibility for all conditions, covenants, duties and obligations required under the Grant Agreement and shall likewise indemnify and hold harmless the CCIDA and the COUNTY against any claims arising out of the 20 Moores Road Associates' failure to comply with such conditions, covenants, duties and obligations under the Grant Agreement and assurances contained in the Application. A copy of the Grant Agreement is attached as Exhibit "A" hereto and incorporated herein by reference as though fully set forth herein at length. The obligations set forth in this section shall survive termination of this Agreement.

3. 20 Moores Road Associates shall cause the Project to be completed within the time required by the Grant Agreement. 20 Moores Road Associates shall be responsible for design of the Project, the preparation of bidding and contract materials and the selection of design professionals and contractors in accordance with the Grant requirements. 20 Moores Road Associates acknowledges and agrees that, *inter alia*, the Grant requirements include the requirement to comply with the Pennsylvania prevailing wage rates, competitive bidding requirements applicable to RACP projects, insurance and bonding requirements, Commonwealth grantee integrity provisions, and other statutory requirements applicable to projects utilizing public funds, and agrees to comply with all such requirements. To the extent feasible, 20 Moores Road Associates will execute and administer design and construction contracts with respect to the Project on behalf of CCIDA, it being understood that in all events CCIDA shall have the right to approve or reject all work performed and applications for payment submitted by contractors with respect to the Project. Those items of expense incurred in constructing the Project which are eligible for inclusion in the Project costs under the provisions of the Grant shall be reimbursed to 20 Moores Road Associates by CCIDA out of the proceeds of the Grant, subject to prior documentation of such Project costs and compliance by 20 Moores Road Associates. CCIDA agrees to monitor the progress of the Project construction, but shall rely exclusively on the reports of 20 Moores Road Associates in doing so.

4. CCIDA agrees not to enter upon the Project site except for reasonable inspections by any of its employees, agents or contractors as may be required by the covenants and conditions of the Grant. Such inspections and entry shall be subject to the rights of the tenant at the Project site and shall be performed with at least two (2) business days' prior written notice to Mountain Laurel Funding Company. 20 Moores Road Associates agrees to hold harmless the COUNTY and CCIDA against any conditions or defects, whether or not latent, in, of or on the Project site during the performance of the Project work. In addition, 20 Moores Road Associates confirms that it has or will, in a timely manner, obtain all approvals necessary to perform the Project work and has not relied on any COUNTY or CCIDA representation as to whether the Project is in conformity with any laws, rules, ordinances, statutes or regulations. 20 Moores Road Associates shall obtain all necessary approvals prior to performing the work of the Project; CCIDA will not submit requests for reimbursement of Project costs until CCIDA is satisfied that all approvals have been obtained and requirements met.

5. It is the intention of the parties hereto that 20 Moores Road Associates shall be responsible for all costs and expenses in connection with the development of the Project site during the term of this Agreement, and that any reasonable costs and expenses incurred by the COUNTY or CCIDA in connection with this Agreement, or adherence to its terms, which are not paid by Grant funds, shall be paid or reimbursed by 20 Moores Road Associates. Without limiting the generality of the foregoing, 20 Moores Road Associates agrees:

a. During its period of ownership, and Mountain Laurel Funding Company, during its period of ownership agrees, to pay all real estate taxes, water and sewer rents, and any other governmental charges assessed against the Project site during the term of this Agreement, and the Sub-Grantees each agree not to contest any such taxes, rents or assessments by reason of the COUNTY's or CCIDA's involvement in the Project; and

b. To comply with all notices from governmental authorities as to improvements or alterations to be made on or about the Project site during the term of this Agreement and maintain the entire Project site in a safe condition in compliance with all applicable laws, ordinances and regulations affecting the Project site.

c. To pay or reimburse CCIDA for all reasonable costs and fees, including professional fees (to include but not be limited to attorneys' fees), incurred in connection with CCIDA's participation in the Project and not otherwise paid by Grant funds. Grant funds shall be applied directly to payment of such costs and fees which are eligible to be paid from Grant funds.

d. To pay the Chester County Economic Development Council service fees for all services provided in connection with the Project in accordance with that certain Master Services Agreement dated February 28, 2014 with E. Kahn Development Corporation, a predecessor in interest in the Project.

6. The County of Chester will reimburse the Commonwealth for any expenditure(s) of Grant funds found to be ineligible, subject to, conditioned upon and as limited by the indemnification provisions set forth in this Agreement.

7. 20 Moores Road Associates agrees to defend, indemnify and hold harmless CCIDA and the COUNTY against any loss or cost which CCIDA or the COUNTY may suffer, including reasonable attorneys' fees, or any claim arising out of, or related to, CCIDA's or the COUNTY's participation in the Application, Grant or Project, or out of any circumstances or condition existing or event occurring on or about the Project or Project site during the term of this Agreement, or for any loss which CCIDA or the COUNTY may suffer due to any default of 20 Moores Road Associates under any agreement concerning this Project, excluding, however, any losses CCIDA or the COUNTY may suffer as a result of breach of this Agreement by CCIDA or the COUNTY or acts of CCIDA or the COUNTY outside the scope of this Agreement. It is understood and agreed by 20 Moores Road Associates that its standard liability insurance policies shall protect, or shall be endorsed to protect, CCIDA and the COUNTY from claims of bodily injury and/or property damage arising out of any activities performed by 20 Moores Road Associates or its employees, contractors or agents relative to the Project or this Agreement. 20 Moores Road Associates shall furnish to CCIDA proof of insurance as required by this Paragraph at the time of execution of this Agreement and at least one time annually during the term of this Agreement, and at other reasonable times upon request by CCIDA.

8. Any Project cost which exceeds the amount of the Grant shall be the responsibility of 20 Moores Road Associates except as may be otherwise required by the Grant Agreement. Grant proceeds shall be expended before 20 Moores Road Associates is required to fund the remaining costs of the Project, except however, that 20 Moores Road Associates shall pay any costs clearly excepted out of the Grant when due. Under no circumstances shall CCIDA or the COUNTY be liable for any expenditure or cost arising out of or in connection with the Project.

9. It is expressly agreed by all parties that any and all obligations of 20 Moores Road Associates to pay fees, costs or charges and the obligations of 20 Moores Road Associates to defend, indemnify and hold harmless CCIDA and the COUNTY from any and all claims arising out of, or related to, CCIDA's or the COUNTY's participation in the Application, Grant and Project shall survive termination of this Agreement.

10. All notices provided for in this Agreement shall be in writing. Notices shall be sent by registered or certified mail. Subject to change by notice from the party to be charged with such notice, notices to the COUNTY, CCIDA, 20 Moores Road Associates, and Mountain Laurel Funding Company shall be addressed as follows:

If to the COUNTY:

The County of Chester
313 W. Market Street
Box 2748
West Chester, Pa 19380-0991
Attn: Thomas L. Whiteman, Esq., Solicitor

If to CCIDA:

Chester County Industrial Development Authority
737 Constitution Drive
Exton, Pennsylvania 19341
Attn: Michael L. Grigalonis

If to 20 Moores Road Associates:

20 Moores Road Associates, L.P.
55 Country Club Drive, Suite 200
Downingtown, PA 19335
Attn: Adam Loew

If to Mountain Laurel Funding Company:

Mountain Laurel Funding Company LLC
c/o 90 North Real Estate Partners LLC
155 North Wacker Drive, Suite 4250
Chicago, IL 60606
Attn: Daniel Cooper

With copy to:

Ice Miller LLP
One American Square, Suite 2900
Indianapolis, IN 46202
Attention: Aaron Dixon

11. This Agreement shall inure to the benefit of and shall be binding upon the COUNTY, CCIDA, and 20 Moores Road Associates, and their respective successors and assigns, provided, however, that 20 Moores Road Associates may not transfer or assign this Agreement or any of their rights, duties or obligations hereunder without the express written consent of CCIDA. Approval of such assignment shall not relieve 20 Moores Road Associates from any liability or obligation to perform under this Agreement.

12. In the event of default by the COUNTY or CCIDA under this Agreement, 20 Moores Road Associates and Mountain Laurel Funding Company shall be entitled to specific performance of this Agreement. The COUNTY and CCIDA shall not be liable for any punitive or consequential damages.

13. In the event of default by 20 Moores Road Associates under this Agreement, CCIDA and the COUNTY shall be entitled to all rights and remedies under this Agreement in addition to any and all legal remedies available under statutory or common law. The PGOB shall have the right, but not the obligation, to enforce the terms of this Agreement against 20 Moores Road Associates, as their interests may appear.

14. 20 Moores Road Associates agrees to erect a sign at the Project site, in a location reasonably acceptable to Mountain Laurel Funding Company, acknowledging financial assistance from the Commonwealth of Pennsylvania, using the phraseology "This project was financed in part by a grant from the Commonwealth of Pennsylvania, Honorable Tom Wolf, Governor". Any publication concerning the Project shall also acknowledge Commonwealth financial assistance in the same manner. Acknowledgement of Commonwealth assistance may be combined with an acknowledgement of other funding sources on Project signs and in Project publications, provided that the acknowledgement of Commonwealth assistance shall be listed first and no less prominently than any other source.

15. The COUNTY, CCIDA and 20 Moores Road Associates agree, but only as and to the extent that their interests relate to the Grant, to comply with the nondiscrimination/sexual harassment terms applicable to a Grantee, required by the Commonwealth of Pennsylvania as a condition of the Grant and the Grant Agreement, substantially as follows:

The COUNTY, CCIDA, and 20 Moores Road Associates (each a Grantee for purposes of this Paragraph) agree, as and to the extent that their interests relate to the Grant:

A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Grant Agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

B. The Grantee, and any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.

C. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

D. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contract relates.

E. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.

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

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

16. 20 Moores Road Associates agrees to conform to and abide by all applicable laws, rules, regulations and codes, including, but without limitation of the generality of the foregoing, the Pennsylvania Prevailing Wage Act, the Steel Products Procurement Act, the State Contractor Responsibility Program, the Americans with Disabilities Act, Illegal Alien Labor on Assisted Projects Act and all applicable anti-pollution laws.

17. The parties acknowledge that the payment of the Grant under this Agreement and the Grant Agreement is subject to the effect of any federal or state deficit reduction legislation and generally upon the availability of funds awarded by the Grant or this Agreement. CCIDA and the COUNTY shall have no liability under this Agreement or responsibility to perform any of their duties or obligations under this Agreement in the event the Grant is not funded.

18. 20 Moores Road Associates shall maintain at each of its principal places of business complete and accurate records and accounts including documents, correspondence and other records pertaining to costs and expenses of this Agreement and reflecting all matters and activities covered by this Agreement. At any time during normal business hours and as often as CCIDA deems necessary, 20 Moores Road Associates shall make available for inspection by CCIDA or its duly authorized representative all of its records with respect to all matters covered by this Agreement and permit the CCIDA to audit, examine and make copies of such records. All required records shall be maintained by 20 Moores Road Associates for a period of seven (7)

years from the dates of final audit or close out of this Agreement by CCIDA, except in those cases where unresolved audit requests may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

19. 20 Moores Road Associates shall furnish CCIDA with progress reports relating directly to the Grant in such form and quantity as CCIDA may from time to time require, including, but not limited to, status reports of the Project, Project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow up reports and any and all other information relative to the Agreement as may be requested. CCIDA or its representative shall have the right to make reasonable inspections to monitor the performance of 20 Moores Road Associates performance under this Agreement.

20. A final audit of the entire Project (“Project Audit”) is required within 120 days after the termination of the Project activities, but no later than 120 days after the termination of the Grant Agreement. This audit is the responsibility of the Commonwealth and will be performed by a State auditor. CCIDA reserves the right for state agencies or their authorized representatives to perform additional audits of a financial or performance nature if deemed necessary. Any such additional audit work will rely on work already performed by the Commonwealth’s auditor and the costs for any additional work performed by state or federal agencies will be borne by those agencies at no additional expense to 20 Moores Road Associates.

21. The COUNTY, CCIDA, 20 Moores Road Associates, and Mountain Laurel Funding Company warrant that they have the right and authority to enter into this Agreement, to make the covenants herein, and to perform the duties set out above.

22. The parties hereto acknowledge and agree that (i) Mountain Laurel Funding Company has not performed any work in connection with the Project for which the RACP Grant funds are being requested and obtained, and (ii) Mountain Laurel Funding Company is not receiving any portion of the RACP Grant funds.

[The rest of this page has been intentionally left blank.]

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

COUNTY OF CHESTER

BY: _____
Michelle H. Kichline, Chair
Chester County Commissioner

Kathi Cozzone, Vice Chair
Chester County Commissioner

Terence Farrell
Chester County Commissioner

WITNESS/ATTEST: _____

CHESTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (CCIDA)

BY: _____
(Name)

(Title and Date)

WITNESS/ATTEST: _____
(Name)

(Title and Date)

20 MOORES ROAD ASSOCIATES, L.P.

BY: _____
(Name)

(Title and Date)

WITNESS: _____
(Name)

(Title and Date)

MOUNTAIN LAUREL FUNDING COMPANY LLC, a Delaware limited liability company

BY: GSS Contract Services 90 North, Inc., a corporation incorporated under the laws of the State of Delaware, its Manager

BY: _____
(Name)

(Title and Date)

WITNESS: _____
(Name)

(Title and Date)

**COUNTY OF CHESTER,
COMMONWEALTH OF PENNSYLVANIA
RESOLUTION 03-17**

**RESOLUTION OF THE BOARD OF COMMISSIONERS AUTHORIZING SIGNATURE
AUTHORITY AND APPROVING SUPPLEMENTAL AGREEMENT**

WHEREAS, the County of Chester (County) and the Pennsylvania Department of Transportation (PennDOT) under date of December 11, 2011 entered into an Agreement known as Agreement 162063, whereby County, PennDOT and McCormick Taylor Inc. (Engineer), agreed to participate in a Federal-Aid Highway Program/Project for preliminary engineering work for County Bridge No. 26, (Rudolph-Arthur Covered Bridge) located in Elk and New London Townships, Chester County, PA; and

WHEREAS, the County and the Engineer desire to supplement the underlying Agreements as designated above by the execution of a Supplemental Engineering Agreement (designated herein as 162063-A) which memorializes the increased costs of Preliminary Engineering from \$299,230.12 to a maximum reimbursement cost of \$733,132.64 which represents an increase of \$433,902.52; and

WHEREAS, the Commissioners must execute the aforementioned Supplemental Agreement and by this Resolution authorize the Chairman of the Commissioners, Michelle Kichline, to solely execute said Supplemental Agreement on behalf of the entire Board of Commissioners after said document is subject to the requisite Sunshine and Commissioners meeting review and consideration.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chester County Commissioners, by this Resolution, authorizes its chairman, Michelle Kichline, to execute the necessary Supplemental Agreement concerning the Rudolph-Arthur Covered Bridge Program\Project.

THIS RESOLUTION, adopted this _____ day of January, 2017, by the Board of Chester County Commissioners.

COMMISSIONERS

Michelle Kichline, Chairman

Kathi Cozzone, Commissioner

Terence Farrell, Commissioner

ATTEST:

Chief Clerk

(As Chief Clerk, I hereby attest that any copy of this document not bearing original signatures is a true and correct copy of the original.)

CERTIFICATION OF COUNTY FUNDS
FOR 2017 PROGRAM YEAR

The Chairman of the Commissioners (COMMISSIONER/COUNTY EXECUTIVE) of Chester County hereby certifies that, at a duly advertised public meeting held on the 12th day of January, 2017, total funds in the amount of **\$4,152,571.00 (must equal Line E below)** were appropriated for the 2017 program year beginning January 1, 2017. The purpose of providing the county matching funds is for the purchasing of agricultural conservation easements pursuant to the authority contained in the Act of June 30, 1981 (P.L. 128, No. 43) known as the Agricultural Area Security Law, as amended. It is further certified that such funds have been appropriated by Chester County and placed in a restricted account *or are reserved exclusively by the county for the purchase of easements*. It is further certified that any of these funds that are not expended by the end of December 31, 2017, will be available for use in subsequent fiscal periods for the same purpose. It is further certified that none of these funds will be used to pay administrative costs incurred by the county to purchase agricultural conservation easements, except as permitted under Act 46 of 2006.

The total county funds appropriated for the 2016 program year are accumulated from the following sources of revenue:

A. Allocation of 2017 County Match Funds from County Revenues:	\$ _____ .00
B. Total Interest Collected from 2016 County Clean and Green (1+2)	\$ _____ <u>70,279.00</u>
Rollback Tax Penalties (please itemize by use):	
1. <i>portion to be used for easement purchases:</i>	\$ _____ .00
2. <i>portion to be used for monitoring and enforcement, or for conservation planning:</i>	\$ <u>70,279</u> _____ .00
C. Allocation from County Bond fund Revenues:	\$ _____ <u>4,000,000.00</u>
D. County General Funds used exclusively for IPA Interest.	
(Non-IPA Counties ignore this item):	\$ _____ <u>82,292 .00</u>
E. Accumulated Total Certified County Match funds for 2016:	
(Total of A, B, C & D)	\$ _____ <u>4,152,571.00</u>

In accordance with Act 156 of 1998, §5490.8(b.1)(b.2), the certified amount indicated above includes all of the interest collected by the county from Clean and Green (Act 319) rollback tax penalties in the previous calendar year. Act 156 requires that this amount be in addition to other local money appropriated by the county for the purchase of agricultural conservation easements.

CHAIRMAN, COUNTY COMMISSIONERS OR
COUNTY CHIEF EXECUTIVE OFFICER

COUNTY CONTROLLER OR
CHIEF FISCAL OFFICER

Authorities, Boards and Commissions Appointments and Reappointments

January 12, 2017

Chester County Office of Aging Citizens' Advisory Board

Appoint Maureen McTamney for a term ending 12/31/2019

Appoint Elizabeth D'Angelo for a term ending 12/31/2019

Chester County Agricultural Development Council

Appoint Adam Mowery for a term ending 12/31/2019

Appoint Gary Westlake for a term ending 12/31/2019

Appoint Deirdre Flemming for a term ending 12/31/2019

Appoint Anthony Vietre for a term ending 12/31/2019

Chester County Area Airport Authority

Reappoint Paul McMinn for a term ending 12/31/2021

Chester County Children, Youth and Families Citizens' Advisory Board

Appoint Kenneth Klein, Jr. for a term ending 12/31/2019

Chester County Conservation District

Appoint Michelle Kichline for a term ending 12/31/2017

Reappoint Don Gable for a term ending 12/31/2020

Reappoint Walter Moore for a term ending 12/31/2020

Chester County Drug and Alcohol Advisory Board

Reappoint Andrew Gray for a term ending 12/31/2019

Chester County Health and Education Facilities Authority

Reappoint Linda Trabucco for a term ending 12/31/2021

Chester County Industrial Development Authority

Reappoint David Moser for a term ending 12/31/2021

Reappoint Carolyn Welsh for a term ending 12/31/2021

Chester County Library Board

Reappoint Kathleen Pearse for a term ending 12/31/2019

Reappoint JoAnn Weinberger for a term ending 12/31/2019

Chester County Mental Health/Intellectual and Developmental Disabilities Board

Appoint Cynthia Barimani for a term ending 12/31/2019

Appoint Dr. Veda Maany for an unexpired term ending 6/30/2017

Chester County Planning Commission

Reappoint Kevin Kerr for a term ending 12/31/2020

Appoint Molly Morrison for a term ending 12/31/2020

SEPTA Board

Reappoint William McSwain for a term ending 1/31/2022

Reappoint Kevin Johnson for a term ending 1/31/2022

Chester County Solid Waste Authority

Reappoint Peter Marroletti for a term ending 12/31/2021

Chester County Workforce Development Board

Appoint Michael Pietrafitta for an unexpired term ending 6/30/2017

County of Chester
COMMISSIONERS' CONTRACT AGENDA
DATE: 12-Jan-2017

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Children Youth and Families</u>				
Vendor: Deaf-Hearing Communication Centre, Inc. Contract ID: 0017284	Amendment	0.00	01-01-2017 06-30-2018	Amendment #1: This amendment for Sign Language and Interpretation Services updates the payment schedule and policies. CO: 20% ST: 75% FED: 5%
Vendor: Justice Works Youthcare, Inc. Contract ID: 0017573	Contract	0.00	07-01-2016 06-30-2017	This contract provides Family Group Decision Making, Violation Initiative, Thinking For A Change, Transportation, Visit Coaching and Strength Based Family Workers Programs for families, children and youth involved with the Department of Children, Youth and Families and/or the Juvenile Probation Office. CO: 20% ST: 75% FED: 5%
Vendor: Pearls Academy, Inc Contract ID: 0017575	Contract	9,818.00	10-01-2016 06-30-2017	This contract provides Making Proud Choices Program Educational Services for youth ages 11-18 years involved with Juvenile Probation Office. CO: 20% ST: 75% FED: 5%

County of Chester
COMMISSIONERS' CONTRACT AGENDA
DATE: 12-Jan-2017

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Children Youth and Families</u>				
Vendor: Second Haven Services for Youth Contract ID: 0017585	Contract	0.00	07-01-2016 06-30-2018	This contract provides Community Based Residential Placement Services. CO: 20% ST: 75% FED: 5%
Vendor: Children's Choice, Inc. Contract ID: 0017591	Contract	0.00	07-01-2016 06-30-2017	This contract provides Concrete Needs Assistance and Family Finding Services for children and their caretakers who need to increase their natural supports and/or reach permanency. CO: 20% ST: 75% FED: 5%
Vendor: Child Guidance Resource Centers Contract ID: 0017593	Contract	0.00	10-01-2016 06-30-2017	This contract provides for the Incredible Years Program a parenting program for at-risk children ages 6-12 years and their parents. CO: 0% ST: 100% FED: 0%
Vendor: New Life Youth & Family Services Contract ID: 0017595	Contract	244,101.30	11-01-2016 06-30-2018	This contract provides for the Triple P Parenting Program to support parents of teens who are finding parenting challenging. CO: 20% ST: 75% FED: 5%

County of Chester
COMMISSIONERS' CONTRACT AGENDA
DATE: 12-Jan-2017

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Children Youth and Families</u>				
Vendor: Families United Network, Inc. Contract ID: 0017596	Contract	0.00	07-01-2016 06-30-2018	This contract provides Community Based Residential Services. CO: 20% ST: 75% FED: 5%
Vendor: Chester Co. Council on Addictive Disease Contract ID: 0017597	Contract	0.00	07-01-2016 06-30-2017	This contract provides for the Strengthening Families and the Familias Unidas Programs which assists families with children in fifth, sixth or seventh grades to address challenging issues. CO: 5% ST: 95% FED: 0%
<u>Community Development</u>				
Vendor: Human Services, Inc. Contract ID: 0017584	Contract	59,808.00	12-01-2016 11-30-2017	This contract provides funding for Rental Assistance for homeless men with severe mental illness who are involved in the criminal justice system. The cost associated with this contract is funded by the United States Department of Housing and Urban Development Continuum of Care Funds. This supports Strategic Business Plan Housing and Community Support Services activity. CO: 0% ST: 0% FED: 100%

County of Chester
COMMISSIONERS' CONTRACT AGENDA
DATE: 12-Jan-2017

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Community Development</u>				
Vendor: Human Services, Inc. Contract ID: 0017592	Contract	50,000.00	01-01-2017 12-31-2017	This contract provides funding to the SSI/SSDI Outreach Access and Recovery Program (SOAR). The cost associated with this contract is funded by the Community Service Block Grant. This supports Strategic Business Plan Housing and Community Support Services activity. CO: 0% ST: 0% FED: 100%
<u>Coroners Office</u>				
Vendor: National Medical Services, Inc. Contract ID: 0015256	Amendment	0.00	01-01-2017 12-31-2017	Amendment #2: This amendment extends the contract term for an additional one (1) year period for Forensic Toxicology Services. CO: 100% ST: 0% FED: 0%
<u>Court Administration</u>				
Vendor: Larrea, Edgar Contract ID: 0017579	Contract	0.00	01-01-2017 12-31-2017	This contract provides Hispanic Interpreter Services for the Minor Judiciary and Court of Common Pleas at a rate of \$61.50 per hour. CO: 100% ST: 0% FED: 0%

County of Chester
COMMISSIONERS' CONTRACT AGENDA
DATE: 12-Jan-2017

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Court Administration</u>				
Vendor: Urdaneta, Andres E Contract ID: 0017580	Contract	0.00	01-01-2017 12-31-2017	This contract provides Hispanic Interpreter Services for the Minor Judiciary and Court of Common Pleas at a rate of \$61.50 per hour. CO: 100% ST: 0% FED: 0%
Vendor: Steinen, Jenny Contract ID: 0017581	Contract	15,350.00	01-01-2017 12-31-2017	This contract provides Legal Counsel for Mental Health Hearings at a monthly rate of \$1,279.00. CO: 100% ST: 0% FED: 0%
<u>District Attorney</u>				
Vendor: Beam, Kenneth Contract ID: 0017599	Contract	30,000.00	12-01-2016 12-31-2017	This contract provides Consultant Services to engage training regarding crime scene forensics and advice regarding complex crime scenes. CO: 100% ST: 0% FED: 0%

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>District Justice Admin</u>				
Vendor: City of Coatesville Contract ID: 0017156	Amendment	0.00	03-01-2018 02-29-2028	Amendment #1 This amendment to the Lease Agreement for Coatesville District Court 15-1-03 extends the commencement date from July 1, 2017 to March 1, 2018 as per Request for Proposal #1507-01. CO: 100% ST: 0% FED: 0%
Vendor: Hatfield, Troy A. Contract ID: 0017587	Contract	0.00	01-04-2016 12-31-2021	This contract provides for Constable Services. Compensation will be in accordance with the Constable Handbook. CO: 100% ST: 0% FED: 0%
<u>Facilities Management</u>				
Vendor: Bursich Associates, Inc. Contract ID: 0016359	Amendment	39,190.00	01-12-2017 UNTIL COMPLETE	Amendment #1: This amendment provides additional Engineering Services for the final design of retaining walls for the proposed Chester Valley Trail bridge over Whitford Road in West Whiteland Township. CO: 100% ST: 0% FED: 0%

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Facilities Management</u>				
Vendor: North Coventry Properties, LLC Contract ID: 0017588	Contract	56,000.00	12-19-2016 OPEN	This easement agreement for Schuylkill River Trail allows for trail development across parcel #17-4-7 in North Coventry Township. CO: 100% ST: 0% FED: 0%
<u>Managed Behavioral Healthcare</u>				
Vendor: Community Care Behavioral Health Org Contract ID: 0014000	Amendment	81,660,000.00	01-01-2017 12-31-2017	Amendment #4: Managed Care Organization - HealthChoices - acknowledges the terms of the County / PA DHS agreement Amendment #8 and extends the contract term for an additional one (1) year period. CO: 0% ST: 100% FED: 0%
Vendor: Allegheny HealthChoices, Inc. Contract ID: 0017543	Contract	10,000.00	01-01-2017 12-31-2017	This contract renews Consultant Services for the HealthChoices Program Information Systems and Data Warehouse. CO: 0% ST: 100% FED: 0%

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Managed Behavioral Healthcare</u>				
Vendor: Dalesio and Associates, Inc. Contract ID: 0017544	Contract	5,000.00	01-01-2017 12-31-2017	This contract renews Psychological Consultation Services at Second-Level Grievance Hearings under the HealthChoices Program. CO: 0% ST: 100% FED: 0%
Vendor: Delligatti, PhD, Andrea M. Contract ID: 0017546	Contract	5,000.00	01-01-2017 12-31-2017	This contract renews Psychological Consultation Services at Second-Level Grievance Hearings under the HealthChoices Program. CO: 0% ST: 100% FED: 0%
Vendor: Obermayer Rebmann Maxwell & Hippel LLP Contract ID: 0017548	Contract	0.00	01-01-2017 12-31-2017	This contract renews Legal Services for the HealthChoices Program at a hourly rate of \$270.00 for a Consultant and \$240.00 for an Associate. CO: 0% ST: 100% FED: 0%

County of Chester
COMMISSIONERS' CONTRACT AGENDA
DATE: 12-Jan-2017

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Managed Behavioral Healthcare</u>				
Vendor: Atlas Interpreting, LLC Contract ID: 0017549	Contract	7,500.00	01-01-2017 12-31-2017	This contract renews Document Translation Services to translate resource materials for residents seeking or requiring available County services in their primary language. CO: 0% ST: 100% FED: 0%
Vendor: Poplawski, Paul, PhD LLC Contract ID: 0017553	Contract	40,000.00	01-01-2017 12-31-2017	This contract renews for Provider Network Development of the Recovery Oriented System of Care. CO: 0% ST: 100% FED: 0%
<u>Open Space Preservation</u>				
Vendor: Brandywine Conservancy Contract ID: 0017598	Contract	43,400.00	01-12-2017 11-12-2017	21.7 acres of farmland owned by Patricia Q. Bingaman in Honey Brook Township are recommended for permanent preservation by the Brandywine Headwaters Preservation Program. The total project cost is \$203,038.00. The County will pay \$43,400.00 (21%). Other funding: Private/Township \$159,638 (79%). CO: 21% ST: 0% FED: 0%

County of Chester
COMMISSIONERS' CONTRACT AGENDA
DATE: 12-Jan-2017

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Planning Commission</u>				
Vendor: Malvern Borough Contract ID: 0017582	Contract	20,500.00	01-01-2017 06-30-2018	This contract provides funding for the Vision Partnership Program – Malvern Borough Multimodal Transportation Study. The total project cost is \$41,000.00. County funding is \$20,500.00 (50%). Other funding: Malvern Borough \$20,500.00 (50%). CO: 50% ST: 0% FED: 0%
Vendor: Phoenixville Borough Contract ID: 0017589	Contract	77,180.00	01-01-2017 12-31-2019	This contract provides funding for the Vision Partnership Program - Phoenixville Region Comprehensive Plan Update. The total project cost is \$128,630.00. County funding is \$77,180.00 (60%). Other funding: Phoenixville Borough \$10,290.00 (8%), Charlestown Township \$10,290.00(8%), East Pikeland Township \$10,290.00 (8%), Schuylkill Township \$10,290.00 (8%) and West Vincent Township \$10,290.00 (8%). CO: 60% ST: 0% FED: 0%

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Prison</u>				
Vendor: PA District Attorney's Institute Contract ID: 0017583	Contract	12,496.94	01-01-2017 12-31-2017	This contract provides for Maintenance of the Statewide Automated Victim Information and Notification System (SAVIN) that sends automated crime victim notifications to crime victims and law enforcement. CO: 100% ST: 0% FED: 0%

Number of Contracts: 31

AGENDA ITEMS - GRANTS
January 12, 2017

DEPARTMENT / FUND	AWARD	TERM	DESCRIPTION
<u>Community Development</u>			
PA Dept. of Labor and Industry Contract/Award - Renewal 116-490000-331212-48300300-4900005-FY2016	\$200,000	07/01/14 06/30/17	PY2016 Industry Partnership - ITAG (Innovation Technology Action Group) No New Positions - No County Match Federal Funding = \$200,000
PA Dept. of Labor and Industry Contract/Award - Renewal 116-490000-331212-48300400-4900005-FY2016	\$200,000	10/01/15 06/30/17	PY2016 Industry Partnership - Healthcare No New Positions - No County Match Federal Funding = \$200,000
PA Dept. of Labor and Industry New 116-490000-331212-48300500-4900005-FY2016	\$150,000	10/01/15 06/30/17	PY2016 Industry Partnership - Agriculture No New Positions - No County Match Federal Funding = \$150,000
PA Dept. of Labor and Industry Contract/Award - Renewal 116-490000-332212-48300600-4900005-FY2016	\$200,000	07/01/16 06/30/17	PY2016 Industry Partnership - Energy No New Positions - No County Match Federal Funding = \$200,000
PA Dept. of Labor and Industry Contract/Award - Renewal 116-490000-331212-47510000-4900005-FY2016	\$560,482	10/01/16 06/30/19	2nd Increment Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker No New Positions No County Match Federal Funding = \$560,482
PA Dept. of Labor and Industry Contract/Award - Renewal 116-490000-331212-46010000-4900005-FY2016	\$378,266	10/01/16 06/30/19	2nd Increment Workforce Innovation and Opportunity Act (WIOA) Adult No New Position - No County Match Federal Funding = \$378,266
<u>District Attorney</u>			
PA Commission on Crime & Delinquency Application/ New	\$34,245	04/01/17 12/31/17	Chesco CAC Support Position 1 New Position - No County Match State Funding = \$34,245
<u>Emergency Services</u>			
PA Emergency Management Agency Contract / Award New 123-251200-332231-96000119-2510001	\$3,451,891	09/01/16 03/31/18	Southeast Pennsylvania Interconnectivity and Call Delivery Project No New Positions - No County Match State Funding = \$3,451,891
<u>Public Health</u>			
PA Dept. of Health Contract / Award 001-478000-331207-15300001-4780003-FY2016	\$10,000 increase	07/01/16 06/30/18	Tuberculosis 2016-2018 No New Positions - No County Match Federal Funding = \$10,000
<u>Mental Health & Intellectual and Developmental Disabilities (MH/IDD)</u>			
PA Commission on Crime & Delinquency Contract/Award - Renewal 141-450041-331221-55100901-4511001-FY2016,2017	\$131,840	01/01/17 12/31/17	PCCD Chester County CIT (Crisis Intervention Team) Training and Implementation No New Positions - No County Match Federal Funding = \$131,840

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 01/12/2017Hires and Rehires

1. Employee : Aguilera, Jessica
Department : 467100 - Pocopson Housekeeping
Job : 041710 - Housekeeper
Salary Grade : N27
Compensation : \$ 20,420.40(A)
Effective Date : 01/23/2017
2. Employee : Bannon, Danielle N
Department : 451141 - Mental Hlth/Intel & Dev Disabl
Job : 041124 - Administrative Clerk
Salary Grade : N03
Compensation : \$ 31,599.75(A)
Effective Date : 01/17/2017
3. Employee : Brannon, Shawn M
Department : 453205 - Chester County Youth Center
Job : 806210 - Youth Center Officer
Salary Grade :
Compensation : \$ 13.75(H)
Effective Date : 12/19/2016
4. Employee : Caldwell, Keturah K
Department : 453205 - Chester County Youth Center
Job : 806210 - Youth Center Officer
Salary Grade :
Compensation : \$ 13.75(H)
Effective Date : 01/17/2017
5. Employee : Castellani, Adam A
Department : 251200 - Public Safety Communications
Job : 040730 - Telecommunicator I
Salary Grade : N04
Compensation : \$ 35,198.49(A)
Effective Date : 02/13/2017
6. Employee : Coffin, Heather H
Department : 251200 - Public Safety Communications
Job : 040730 - Telecommunicator I
Salary Grade : N04
Compensation : \$ 35,198.49(A)
Effective Date : 02/13/2017
7. Employee : Collette, Kevin J
Department : 251200 - Public Safety Communications
Job : 040730 - Telecommunicator I
Salary Grade : N04
Compensation : \$ 35,198.49(A)
Effective Date : 02/13/2017

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 01/12/2017Hires and Rehires

8. Employee : Diaz,Domingo Ortiz
Department : 467100 - Pocopson Housekeeping
Job : 041710 - Housekeeper
Salary Grade : N27
Compensation : \$ 20,420.40(A)
Effective Date : 01/23/2017
9. Employee : Dinapoli Marzano,Nikita L
Department : 128000 - Coroner
Job : 020345 - Autopsy Assistant
Salary Grade : N05
Compensation : \$ 33,953.92(A)
Effective Date : 01/09/2017
10. Employee : Fischer,Michael A
Department : 451145 - Children, Youth and Families
Job : 048563 - Casework Specialist
Salary Grade : T06
Compensation : \$ 38,177.10(A)
Effective Date : 01/17/2017
11. Employee : Grey,Lisa A
Department : 251200 - Public Safety Communications
Job : 040730 - Telecommunicator I
Salary Grade : N04
Compensation : \$ 35,198.49(A)
Effective Date : 02/13/2017
12. Employee : Griffin,Sarah C
Department : 453205 - Chester County Youth Center
Job : 806210 - Youth Center Officer
Salary Grade :
Compensation : \$ 13.75(H)
Effective Date : 12/19/2016
13. Employee : Harper-Holliday,Roxanne D
Department : 461210 - Pocopson Nursing Care
Job : 350260 - LPN
Salary Grade :
Compensation : \$ 23.96(H)
Effective Date : 01/23/2017
14. Employee : Lavelle,Christina M
Department : 451141 - Mental Hlth/Intel & Dev Disabl
Job : 048460 - EI Service Coordinator
Salary Grade : T04
Compensation : \$ 34,054.80(A)
Effective Date : 01/17/2017

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 01/12/2017Hires and Rehires

15. Employee : Lyons,Alicia M
Department : 085300 - Open Space Preservation
Job : 040915 - Accounts & Office Specialist
Salary Grade : N08
Compensation : \$ 41,368.60(A)
Effective Date : 01/17/2017
16. Employee : Maxwell,Jameeka S
Department : 461212 - Pocopson Casual P/T Pool
Job : 351650 - Resident Services Technician
Salary Grade : 91
Compensation : \$ 9.32(H)
Effective Date : 01/23/2017
17. Employee : Stetson,Kathleen K
Department : 132000 - Register of Wills/Orphans' Crt
Job : 041120 - SSS III
Salary Grade : N02
Compensation : \$ 29,000.00(A)
Effective Date : 01/17/2017
18. Employee : Stone,Marie E
Department : 135000 - Domestic Relations
Job : 040780 - SSS IV
Salary Grade : N03
Compensation : \$ 29,493.10(A)
Effective Date : 01/23/2017
19. Employee : Swope,Adam
Department : 011000 - Commissioners
Job : 801060 - General Clerk
Salary Grade :
Compensation : \$ 20.00(H)
Effective Date : 12/21/2016
20. Employee : Wanner,Courtney L
Department : 453205 - Chester County Youth Center
Job : 806210 - Youth Center Officer
Salary Grade :
Compensation : \$ 13.75(H)
Effective Date : 01/17/2017
21. Employee : Westmoreland,Stephanie L
Department : 461212 - Pocopson Casual P/T Pool
Job : 351650 - Resident Services Technician
Salary Grade : 91
Compensation : \$ 9.32(H)
Effective Date : 01/23/2017

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 01/12/2017

Hires and Rehires

- 22. Employee : Wieland II, John P
Department : 451141 - Mental Hlth/Intel & Dev Disabl
Job : 048460 - EI Service Coordinator
Salary Grade : T04
Compensation : \$ 34,054.80(A)
Effective Date : 01/23/2017

- 23. Employee : Willard, Nancy E
Department : 251200 - Public Safety Communications
Job : 040730 - Telecommunicator I
Salary Grade : N04
Compensation : \$ 35,198.49(A)
Effective Date : 02/13/2017

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 01/12/2017

Transfers

24.	Employee	:	Barnes, Avery Tyler		
			<u>Proposed</u>		<u>Current</u>
	Department	:	453205	- Chester County Youth Center	453205
	Job	:	040650	- Youth Center Officer I	806210
	Salary Grade	:	N04		
	Compensation	:	\$ 37,051.04(A)		\$ 13.75(H)
	Effective Date	:	01/21/2017		10/10/2016
25.	Employee	:	Giltinan, Karly		
			<u>Proposed</u>		<u>Current</u>
	Department	:	126000	- Clerk of Courts	126000
	Job	:	041120	- SSS III	041120
	Salary Grade	:	N02		N02
	Compensation	:	\$ 27,423.76(A)		\$ 20,766.20(A)
	Effective Date	:	01/21/2017		01/21/2017
26.	Employee	:	Stickland, Jessica		
			<u>Proposed</u>		<u>Current</u>
	Department	:	126000	- Clerk of Courts	126000
	Job	:	041120	- SSS III	041120
	Salary Grade	:	N02		N02
	Compensation	:	\$ 27,423.76(A)		\$ 20,766.20(A)
	Effective Date	:	01/21/2017		01/21/2017
27.	Employee	:	Walker, Devin J		
			<u>Proposed</u>		<u>Current</u>
	Department	:	453205	- Chester County Youth Center	453205
	Job	:	040650	- Youth Center Officer I	806210
	Salary Grade	:	N04		
	Compensation	:	\$ 37,051.04(A)		\$ 13.75(H)
	Effective Date	:	01/21/2017		06/13/2016

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 01/12/2017

Transfers

28. Employee : Zwirzina, Ashley Nichole

	<u>Proposed</u>	<u>Current</u>
Department	: 461210 - Pocopson Nursing Care	461210
Job	: 350260 - LPN	040262
Salary Grade	: 171	N08
Compensation	: \$ 23.96(H)	\$ 46,137.07(A)
Effective Date	: 12/24/2016	12/24/2016

COUNTY OF CHESTER
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Promotions

29.	Employee	:	Heiselmoyer, Ashley M		
			<u>Proposed</u>		<u>Current</u>
	Department	:	462100	- Pocopson Resident Activities	461210
	Job	:	030832	- Resident Recreation Staff	041420
	Salary Grade	:	N02		N01
	Compensation	:	\$ 29,382.60(A)		\$ 26,251.49(A)
	Effective Date	:	01/21/2017		12/24/2016
30.	Employee	:	Hufnell, Meghan		
			<u>Proposed</u>		<u>Current</u>
	Department	:	135000	- Domestic Relations	135000
	Job	:	030082	- Attorney II	030890
	Salary Grade	:	L02		U05
	Compensation	:	\$ 56,623.84(A)		\$ 38,481.00(A)
	Effective Date	:	02/04/2017		12/24/2016
31.	Employee	:	Micozzi, Latoya J		
			<u>Proposed</u>		<u>Current</u>
	Department	:	251200	- Public Safety Communications	451145
	Job	:	040730	- Telecommunicator I	048560
	Salary Grade	:	N04		T04
	Compensation	:	\$ 35,198.49(A)		\$ 34,054.80(A)
	Effective Date	:	02/04/2017		12/24/2016
32.	Employee	:	Ortega, Tammy L		
			<u>Proposed</u>		<u>Current</u>
	Department	:	135000	- Domestic Relations	135000
	Job	:	030892	- Conference Specialist	030890
	Salary Grade	:	U07		U05
	Compensation	:	\$ 58,004.00(A)		\$ 53,267.00(A)
	Effective Date	:	01/21/2017		12/24/2016

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 01/12/2017

Promotions

33. Employee : Warfield,Joshua C

Proposed

Current

Department	:	451141	-	Mental Hlth/Intel & Dev Disabl	451141
Job	:	030013	-	M/H Prgrm Specialist II	030130
Salary Grade	:	E05			N08
Compensation	:	\$ 53,952.60(A)			\$ 49,769.44(A)
Effective Date	:	01/21/2017			12/24/2016

34. Employee : Williams,Jennifer C

Proposed

Current

Department	:	462100	-	Pocopson Resident Activities	461210
Job	:	030832	-	Resident Recreation Staff	041420
Salary Grade	:	N02			N01
Compensation	:	\$ 29,382.60(A)			\$ 27,580.48(A)
Effective Date	:	01/21/2017			12/24/2016

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 01/12/2017End of Employment

35. Employee : Armstrong,Linda A
Department : 589300 - Henrietta Hankin Library
Job : 805100 - Library Assistant
Effective Date : 12/23/2016
36. Employee : Barrett,Deborah
Department : 588200 - Parks Hibernia
Job : 808102 - PT Ranger
Effective Date : 12/18/2016
37. Employee : Brady,John J
Department : 129000 - District Attorney
Job : 041120 - SSS III
Effective Date : 01/04/2017
38. Employee : Daly,Colleen
Department : 124207 - Dist Court 15-2-07 Uwchlan
Job : 041150 - D J Clerk I
Effective Date : 12/31/2016
39. Employee : DiOssi,Dominic J
Department : 462100 - Pocopson Resident Activities
Job : 030832 - Resident Recreation Staff
Effective Date : 01/07/2017
40. Employee : Dunlap,Ronda
Department : 451146 - Child Care Information Service
Job : 020576 - Eligibility Supervisor
Effective Date : 12/31/2016
41. Employee : Felicetti,John A
Department : 128000 - Coroner
Job : 220345 - Coroner's Autopsy Assistant-PT
Effective Date : 01/01/2017
42. Employee : Fisk,Claire E
Department : 128000 - Coroner
Job : 220345 - Coroner's Autopsy Assistant-PT
Effective Date : 01/01/2017
43. Employee : Glasco,Jean A
Department : 461212 - Pocopson Casual P/T Pool
Job : 351650 - Resident Services Technician
Effective Date : 12/17/2016
44. Employee : Goldsborough,Turquoise J
Department : 465100 - Pocopson Food & Dietary
Job : 351670 - Dietary Aide
Effective Date : 12/20/2016

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 01/12/2017End of Employment

45. Employee : Groff III, Alvin J
Department : 453205 - Chester County Youth Center
Job : 806210 - Youth Center Officer
Effective Date : 12/24/2016
46. Employee : Jones, Donielle J
Department : 461210 - Pocopson Nursing Care
Job : 041420 - Nurse Aide
Effective Date : 12/27/2016
47. Employee : Kimpel, Patricia M
Department : 465100 - Pocopson Food & Dietary
Job : 351672 - Dietary Aide Intern
Effective Date : 12/20/2016
48. Employee : Lambert, Eleanor
Department : 461210 - Pocopson Nursing Care
Job : 041648 - Resident Services Technician
Effective Date : 12/24/2016
49. Employee : Lynch, Jessica
Department : 135000 - Domestic Relations
Job : 040780 - SSS IV
Effective Date : 12/31/2016
50. Employee : Malone, Samuel M
Department : 251400 - Emerg Svcs - HAZMAT Admin
Job : 241345 - Hazmat Responder
Effective Date : 12/13/2016
51. Employee : McGinley, Justin T
Department : 478210 - Nursing
Job : 020441 - PH Emerg Preparedness Planner
Effective Date : 01/07/2017
52. Employee : Nagel, Alexis M
Department : 453205 - Chester County Youth Center
Job : 806210 - Youth Center Officer
Effective Date : 12/19/2016
53. Employee : Perez, Yolanda F
Department : 461210 - Pocopson Nursing Care
Job : 041420 - Nurse Aide
Effective Date : 01/04/2017
54. Employee : Pohar, Adrienne M
Department : 128000 - Coroner
Job : 220345 - Coroner's Autopsy Assistant-PT
Effective Date : 01/01/2017

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 01/12/2017End of Employment

55. Employee : Poppiti,Sibil R
Department : 210000 - Chester County Prison
Job : 040920 - Correctional Officer I
Effective Date : 01/02/2017
56. Employee : Robinson,Lisa J
Department : 451141 - Mental Hlth/Intel & Dev Disabl
Job : 020570 - Co Casework Supervisor
Effective Date : 01/21/2017
57. Employee : Sellars,Shantel M
Department : 461210 - Pocopson Nursing Care
Job : 041420 - Nurse Aide
Effective Date : 12/24/2016
58. Employee : Seth,Myishia R
Department : 467100 - Pocopson Housekeeping
Job : 041710 - Housekeeper
Effective Date : 01/07/2017
59. Employee : Shea,Kelly A
Department : 589000 - Libraries P/T
Job : 805100 - Library Assistant
Effective Date : 12/22/2016
60. Employee : Taylor,Sherie L
Department : 461210 - Pocopson Nursing Care
Job : 041420 - Nurse Aide
Effective Date : 01/05/2017
61. Employee : Trammell,Tenesha Nicole
Department : 461210 - Pocopson Nursing Care
Job : 041420 - Nurse Aide
Effective Date : 12/27/2016
62. Employee : Ulatowski,Neil P
Department : 465100 - Pocopson Food & Dietary
Job : 351670 - Dietary Aide
Effective Date : 12/22/2016
63. Employee : Weaver,Margaret
Department : 453205 - Chester County Youth Center
Job : 806210 - Youth Center Officer
Effective Date : 12/28/2016
64. Employee : West,Thomas P
Department : 085100 - Planning
Job : 020063 - Technical Services Director
Effective Date : 01/21/2017

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 01/12/2017

Retirements

- 65. Employee : Easley, Jeanette M
Department : 451141 - Mental Hlth/Intel & Dev Disabl
Job : 030130 - M/H Program Specialist I
Effective Date : 02/04/2017

- 66. Employee : Heim, Jeffrey M
Department : 221000 - Adult Probation
Job : 030041 - Probation Supervisor I
Effective Date : 02/04/2017

- 67. Employee : Miller, Brinis
Department : 090000 - Dept of Computing Info Service
Job : 020168 - Telecommunications Analyst
Effective Date : 01/07/2017

COUNTY OF CHESTER
Finance Agenda

Commissioners' Meeting, January 12, 2017

1. Budget Change 20-16
2. Budget Change 1-17
3. Approve Revised Human Resources Policies (per the attached)
4. Vouchers as submitted by the Controller

Amendment Budget Changes
BC - 20
2016

Department Name	Fund	Org	Acct	Proj.	Activity	Bud Ref	Amount	Account Description	Justification Loaded in PS	Change to Budget
Public Information	001	018000	420000	00000000	0180001		1,600.00	Materials and Services	Anticipated Expenditures	Net Change +3,360
	001	018000	411120	00000000	0180001		1,760.00	Regular Salaries		
	001	902100	499999	00000000	9021001		-3,360.00	Unappropriated		
To realign budget to cover anticipated year end expenditures.										
Open Space Presrv	001	085300	411120	00000000	0853004		1,300.00	Regular Salaries	To align budget with	No Net Change
	001	085300	420000	00000000	0853001		-1,955.00	Materials and Services	anticipated expenditures	
	001	085300	420000	00000000	0853002		-178.00	Materials and Services		
	001	085300	420000	00000000	0853003		-167.00	Materials and Services		
	001	085300	420000	00000000	0853004		12,000.00	Materials and Services		
	001	902100	499999	00000000	9021001		-11,000.00	Unappropriated		
To align the budget with the anticipated Personnel and Materials & Services expenditures.										
Court Admin	001	124100	420000	10000000	1240001		40,000.00	Materials & Services	To adjust District Justices for	Net Change +40,000
	001	124100	332251	10000000	1240001		40,000.00	State - Supreme Court	2016 AOPC Grant	
To Adjust District Justices Admin budget for 2016 Administrative Office of PA Courts Grant.										
Constables	001	127000	420000	00000000	1270001		100,000.00	Materials and Services	Anticipated Expenditures	Net Change +100,000
	001	902100	499999	00000000	9021001		-100,000.00	Unappropriated		
To realign budget to cover anticipated year end expenditures										
Public Health	001	478210	411120	15300001	4780003 FY2016		5,868.00	Regular Salaries	To adjust budget to reflect	Net Change +10,000
	001	478210	412001	15300001	4780003 FY2016		449.00	FICA	current funding	
	001	478210	412100	15300001	4780003 FY2016		1,537.00	Standard Fringe		
	001	478210	412200	15300001	4780003 FY2016		361.00	County Retirement		
	001	478210	411120	00000000	4780003		-5,868.00	Regular Salaries		
	001	478210	412001	00000000	4780003		-449.00	FICA		
	001	478210	412100	00000000	4780003		-1,537.00	Standard Fringe		
	001	478210	412200	00000000	4780003		-361.00	County Retirement		
	001	478210	420000	15300001	4780003 FY2016		1,785.00	Materials & Services		
	001	478000	331207	15300001	4780003 FY2016		10,000.00	Federal-Health		
	001	902100	499999	00000000	9021001		8,215.00	Unappropriated		
To adjust Tuberculosis grant budget to reflect current funding										
CCIS	146	450046	332221	70800000	4516001 FY2016		285,000.00	State-Public Welfare	To accommodate additional	Net Change +285,000
	146	454236	439740	70800000	4516001 FY2016		285,000.00	Provider Service	expenditures	
To accommodate additional client service expenditures as projected by Dept. of Human Services/Office of Child Development and Early Learning.										
Cap Improv Fund	357	902100	443000	80520001	3570001 FY2016		37,120.00	To Authorities	To align budget with	No Net Change
	357	000000	499999	00000000	3570001		-37,120.00	Unappropriated	anticipated expenditures	
To align the budget with the anticipated expenditures for SEPTA capital costs.										

Amendment Budget Changes
BC - 1
2017

Department Name	Fund	Org	Acct	Proj.	Activity	Bud Ref	Amount	Account Description	Justification Loaded in PS	Change to Budget
Emergency Services	123	251200	420000	96000119	2510001		3,451,891.00	Materials & Services	PEMA Direct Program	Net Change +3,451,891
	123	251200	332231	96000119	2510001		3,451,891.00	State-PEMA	Expense	
To Adjust Emergency Services Budget as part of the Southeastern Regional Task Force to fund programming of the Call Delivery Project.										
Library	124	589100	300000	00000000	5890001		12,314.00	Building Improvement	To record budget for approved electrical work	Net Change +12,314
	124	589100	471500	00000000	5890001		2,463.00	Building Improvement	for Balcony remodel project	
	124	589100	471500	00000000	5890002		2,463.00	Building Improvement		
	124	589100	471500	00000000	5890003		2,462.00	Building Improvement		
	124	589100	471500	00000000	5890004		2,463.00	Building Improvement		
	124	589100	471500	00000000	5890005		2,463.00	Building Improvement		
To record budget for approved electrical project.										
Capital Improv Fund	357	085300	445000	80340037	3570001		70,000.00	To Individuals	To align budget with	No Net Change
	357	085300	475110	80300200	3570001	FY2016	-70,000.00	Land Development Rights	anticipated expenditures.	
To budget the Agricultural Conservation Easement purchase, Commonwealth Program, for the property of Samuel J. and Ruth B. Stoltzfus, installment payment three of five.										

Handbook Revisions

- Table of contents with page numbers
- Re-ordered the content
- Preface – pg. 3
 - Update mission statement – pg. 3
 - Added - Strategic Plan – pg. 3
- Equal Employment Opportunity Statement – 40101 – pg.4
 - Added – “sexual orientation”
- Employment of Relatives – 40236 – pg. 4
 - Added – “In certain circumstances, qualified relatives will be considered in the same department; however, they may not report to a relative in a supervisory capacity. Each situation will be reviewed on a case by case basis with Human Resources.”
- Flex Time Principles – 40213.1 – pg. 4
 - Added – “An employee must be continuously employed in their current position for six months or more, have received a ‘meet standards’ (3) or higher performance rating on their most recent annual review. (Exceptions will be reviewed on a case by case basis with Human Resources.)
 - Added – “employees not currently on probation, not currently on a performance improvement plan and have not been under suspension for the past 6 months”
- Resignation – 40208 – pg. 5
 - Added – paid for floating holiday time (only had vacation time)
- Termination – 40209 – pg. 5
 - Added – paid for floating holiday time (only had vacation time)
- Layoff – 40210 – pg. 6
 - Added – paid for floating holiday time (only had vacation time)
- Probationary Period Procedure – 40204.1 – pg. 7
 - Deleted based on start date (now halogen)
 - Added – “(3 or higher)” (only had meet expectations)
- Transfer to New Job Probation – 40204.3 – pg. 8
 - Added – informal review at six weeks “and 3 months” (only had six weeks)
- Job Posting/Request for Transfer Eligibility – 40205.2 – pg. 8
 - Added – “(3 or higher)” (only had meets standards)
 - Added – can’t be on “any type of leave of absence” to be considered
 - Added – “County Insider” (Only had WebCC)
- Employee Appearance/Work Area – 40232 – pg. 8
 - Added – “In the course of employment with the county, certain employees are required to wear a uniform or mandated to wear certain clothing as part of a work uniform or required attire. The value of the work clothing either provided by the county or reimbursed to the employee may be taxable to the employee in accordance with Internal Revenue Service guidelines.”
- Performance Improvement Plan – 40229 – pg. 9
 - Changed Employee Relations Coordinator to “Manager”
 - Changed violation of company to violation of “county”

- Internal Investigations – 40230 – pg. 10
 - Added – “Pennsylvania’s Whistleblower Law (43.P.S. ‘1421 et seq.) prohibits, among other things, the discrimination or retaliation against an employee who makes a good faith report of wrongdoing or participates in an investigation, hearing or inquiry held by an appropriate authority.”
- Freedom from Sexual Harassment Complaint Procedure – 40226.4 – pg. 11
 - Changed Employee Relations Coordinator to Employee Relations “Manager”
- Grievance Procedure – 40238 – pg. 11
 - Added – “County Insider” (only had WebCC)
- Attendance Incentive Program – 40302 – pg. 11
 - Changed term sick leave to sick “time” throughout the handbook
 - Added – “Involuntary terminations (violation of policy or poor job performance) are not eligible for this program.”
- No Pay – 40305 – pg. 12
 - Added – Use of No Pays is limited to 3 full consecutive days “in a rolling calendar year”
 - Added – after 3 consecutive No Pays, the employee “will request” a personal or medical leave of absence “to be approved by the department head and Human Resources Department.”
 - Added – A No Pay “or donated sick time” taken before or after a holiday will negate holiday pay.
 - Added – “The exception would be No Pays for disciplinary reasons.”
- Benefits While on Family & Medical Leave of Absence – 40306.8 – pg. 12
 - Added Use of Paid Time off “while on Family & Medical Leave of Absence”
 - Added “If an employee requests to participate in the Caring Co-Worker program, no accrued time may be retained.”
- Medical LOA – 40307.1 – pg. 13
 - Added – When an employee “is absent from work for more than three consecutive days due to their own illness and does not qualify for Family Medical Leave Act, the employee is required to complete a medical leave of absence request form and return to their department head for approval. Failure to do so may result in termination of employment. If approved by the department head and Commissioners, the employee will be placed on a medical leave of absence.”
 - Added – Employees, who are on a medical leave of absence “during their annual review will have review completed upon their return to work.”
 - Added – “Use of Paid time off while on Medical Leave of Absence”
 - Added “An employee may retain 3 sick days, 3 vacation days, and 3 personal days, but must use the remainder of accrued vacation and sick time prior to taking any unpaid leave of absence under this policy. If an employee requests to participate in the Caring Co-Worker program, no accrued time may be retained.”
 - Added – “Benefits while on Medical Leave of Absence – 40307.2” – pg. 13
 - Added – “Other Benefits while on Medical Leave of Absence – 40307.3” pg. 14
 - “Employee on a medical leave not eligible for site closure pay.”

- Personal Leave of Absence – 40308 – pg. 14
 - Added – “The employee is required to complete a personal leave of absence request form and return to department head for approval. If approved by the department head and Commissioners, the employee will be placed on a personal leave of absence.
 - Added – “Sick time cannot be used during a personal leave of absence”
- Personal Leave of Absence Guidelines – 40308.1 – pg. 14
 - Added – “Upon submission of the personal leave of absence request, the department head of designee may recommend to the Human Resources Department that the employee be placed on a personal leave of absence.”
- Other Benefits “while on Personal Leave of Absence” – 40308.3 pg. 15
 - Added – employees not entitled to “site closures” that occur during the leave. (only had holiday pay)
 - Added – Employees who are on a personal leave of absence “during their annual review will have their review completed upon their return to work.”
- Caring Co-Worker/Donated Sick time Policy – 40304.1 – pg. 15
 - Added – “and 1 year of service” to participate
 - Added – “Paid time off benefit accruals will not continue from donated sick time received.”
- Bereavement “Time” – 40311 – pg. 16
 - Added – “Proof of death may need to be provided at the request of the department head.”
- Benefit Options – 40403 – pg. 16
 - Deleted information and only provided options available
 - Added – “not all inclusive”
 - Added - “County Insider”
- Vacation Time – 40405 – pg. 17
 - Changed all vacation leave verbiage to vacation time
- Holidays – Eligibility: Full-time Employees – 40301.1 – pg. 17
 - Added – Any No Pay time “or donated sick time” taken on the workday(s) immediately before or after a holiday will negate holiday pay.”
 - Added – “Eligibility for Floating Holiday Time at Termination”
 - Added – “Employees who resign voluntarily or whose employment has been terminated will be compensated for all accrued, unused floating holiday time.”
- Personal Days – Eligibility: Full- Time Employees – 40301.3 restrictions pg. 17
- Personal Days – Eligibility: Part-Time Employees – 40301.4 restrictions pg. 18
 - Changed to can be used in ¼ increments (stated ½ hour increments)
- Sick Time – Eligibility: Full-Time Employees – 40301.5 – pg. 18
 - Changed from Sick Leave to sick time through handbook
 - Deleted – sister, brother
 - Added – Please see the Family and Medical Leave, “Medical Leave of Absence and Personal Leave of Absence” section for more information.
 - Added –If an employee is not able to return to full duty following an excused absence from work due to an illness of injury, their department head “, in conjunction with Human Resources Department,” shall determine whether to grant the light duty request...

- Credit Union – 40406 – pg. 18
 - Added – “County Insider” (only had WebCC)
- Retirement Plan – 40408 – pg. 18
 - Added – “County Insider” (only had WebCC)
- Discounts – 40411 – pg. 19
 - Added – “County Insider” (only had WebCC)
- Reimbursement of Personal Expenses Guidelines – 40501.2 – pg. 20
 - Added – “Department gifts and awards are the sole responsibility of department’s personnel and not the county. This would also include holiday parties, retirement parties/gifts, etc.”
- Social Media Policy – 40521 - pg. 20
 - Deleted – MySpace and Added – “Snapchat”
- Use of Social Media Outside of County Time on Your Own Personal Equipment – 40521.2– pg. 21
 - Added – “However, some personal uses of social media may reflect on the county or appear to represent county policy or to be on behalf of the county.”
 - Added – “County employees are expected to comply with all county policies, as well as the following standards, when using personal social media accounts.”
 - Added – “1. County employees who use social media or access personal social media accounts for personal reasons while on county work time are subject to discipline for misuse of county time.”
 - Added – “2. Postings and user profiles on personal social media must not state or imply views, conclusions, statements or other social media content are an official policy, statement, position, or communication of the county.”
 - Added – “3. Any user profile, biography, or posting on a personal social media account that identifies that person as a county employee must include a qualifying statement in substantially the following form: “The views I express on this site are my own and do not reflect any official view or position of the County of Chester.”
 - Added – “4. County employees who use personal social media accounts outside the workplace and using non-county information systems to engage in conduct that constitutes severe or pervasive harassment of another county employee in violation of the county’s anti-harassment and anti-discrimination policies shall be subject to discipline under those policies.”