

The City Council met in regular session in the Council Chambers on Wednesday, February 3, 2010 at 9:00 a.m.

Council Members present: Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7.

On motion of Mr. Schember, Seconded by Mr. Jones, the reading of the minutes of the meeting of January 20, 2010 were dispensed with and same adopted with copies furnished to the members of City Council by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays. 0.

Copies of the bills under date of January 28th and February 5th, 2010 were given to City Council and same adopted by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays. 0.

By Mrs. Horan-Kunco, Council File Ordinance #15,700, Pending Official File Ordinance #4-2010

an ordinance amending Official Ordinance #80-2005 known as the Zoning Ordinance of the City of Erie, by adding to Article 6 (Definitions), the definitions of "**Solar Collection System**" and "**Urban Solar Farm**", by adding to Article 3 (General Regulations), Section 305 (Conditional Uses, Special Exceptions and Special Regulation Criteria), a new Section 305.54 (Solar Collection Systems) and by adding to Article 3 (General Regulations), Section 305 (Conditional Uses, Special Exceptions and Special Regulation Criteria), a new Section 305.55 (Urban Solar Farms).

February 3, 2010. City Council on motion of Mrs. Horan-Kunco, Seconded by Mr. Thompson, having read Council File Ordinance #15,700 and now known as Pending Official File Ordinance #4-2010, does hereby adopt on Final Passage by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays. 0.

February 3, 2010. Signed by the President. Attested by the City Clerk.

By Mr. Schember, Council File Ordinance #15,701, Pending Official File Ordinance #5-2010

an ordinance amending Zoning Ordinance #80-2005 known as the Zoning Ordinance of the City of Erie, by revising Article 2 (District Regulations), Section 201 (Zoning Map) to **rezone property** located on the south side of West 3rd Street to the north side of West 5th Street and between the west line of Peach Street and the east line of Sassafras Street from **RLB (Residential Limited Business) to C-3 (Central Business District)**; by amending Article 2 (District Regulations), Section 204 (Permitted and Conditional Uses and Regulations), Section 204 (Permitted and Conditional Uses, and Special Exceptions), Subsection 204.17 of the Zoning Code to allow dormitories as permitted uses in C-3 District; by revising Article 3 (General Regulations), Section 302 (Off-Street Parking) to require that dormitories in C-3 districts provide off-street parking spaces; by adding new subsection 305.56 (Dormitories C-3 Central Business District) to identify the number of off-street parking spaces that must be provided by dormitories in C-3 Districts; and by amending Article 6 (Definitions) to exclude dormitories from the definition of "Dwelling".

February 3, 2010. City Council on motion of Mr. Schember, Seconded by Mrs. Horan-Kunco, having read Council File Ordinance #15,701 and now known as Pending Official file Ordinance #5-2010, does hereby adopt on Final Passage by yeas Council Members Aleksandrowicz, Cappabianca,, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays. 0.

February 3, 2010. Signed by the President. Attested by the City Clerk.

By Mr. Cappabianca, Council File Ordinance #15,702

an ordinance appropriating the sum of **\$40,000.00** from unappropriated and anticipated revenue from Account #267-0613-2009-3336 Project Safe Neighborhood and providing for the expenditure thereof by allocating said sum to Account #267-0613-2009 in the Bureau of Police, specifically, #4006 Overtime - \$26,200.00; #4016 FICA/Medicare Taxes - \$200.00; #4021 Valic - \$600.00; #4039 - Consumable Items - \$8,902.00; #4059 Other Services & Charges - \$4,098.00.

February 3, 2010. City Council on motion of Mr. Cappabianca, Seconded by Mrs. Horan-Kunco, having read Council File Ordinance #15,702, does hereby adopt on First Reading by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays. 0.

WAIVE RULES

By Mr. Aleksandrowicz, Seconded by Mr. Winarski, Resolved, etc.,

That the Department of Economic and Community Development is respectfully requested to add the following requirements to all requests to purchase repository sale property within the City of Erie:

a) That each prospective bidder of purchaser supply two forms of identification, one being a photo ID and

b) Provide proof of Corporation, Company, LLC, address or residence with insurance forms, utility bills or other forms of verification if such legal entity is being used to hold property that is being bid upon.

This additional information is to be included in all information packages that are forwarded to City Council for their review and approval from the Department of Economic and Community Development.

February 3, 2010. City Council on motion of Mrs. Horan-Kunco, Seconded by Mr. Thompson, TABLED the foregoing resolution by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays. 0

By Mr. Thompson, Seconded by Mr. Jones, Resolved, etc.,

That the following members of Council are hereby appointed as City Council Delegates to the **Erie Area COG** for the year 2010: City Councilwoman Jessica Horan-Kunco - Delegate; City Councilman Curtis Jones, Jr. - 1st Alternate; City Councilman Joseph Schember - 2nd Alternate

February 3, 2010. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays. 0.

February 3, 2010. Signed by the President. Attested by the City Clerk.

By Mr. Schember, Seconded by Mr. Jones, Resolved, etc.,

That **Richard Wasielewski**, 628 East 33rd Street, is appointed to fill the unexpired term of James Mantyla, on the Erie City Water Authority, until the first Monday of January, 2013.

February 3, 2010. City Council adopt by yeas Council Members Aleksandrowicz, Horan-Kunco, Jones, Schember, Winarski and Thompson. 6. Nays. Mr. Cappabianca. 1.

February 3, 2010. Signed by the President. Attested by the City Clerk.

MAINTENANCE COOPERATION AGREEMENT

This Maintenance Cooperation Agreement is made and entered into at Erie Pennsylvania, this ____day of February 2010, by and between:

City of Erie, a municipal corporation of the Commonwealth of Pennsylvania, with its principal office at 626 State Street, Room 502, Erie, Pa. hereinafter called "City",

Erie-Western Pennsylvania Port Authority, a third class port authority of the Commonwealth of Pennsylvania, with its principal office at 208 East Bayfront Parkway, Suite 201, Erie, Pennsylvania 16507, hereinafter called "Port Authority",

WHEREAS, the Port Authority seeks to promote and stimulate the development in the use of its Port and the Bayfront properties located within the City of Erie, and

WHEREAS, the city recognizes the improvements made to the Bayfront properties and the Port by the Port Authority, and

WHEREAS, the Port Authority and the City wish to cooperate and work together to ensure the continued development of the Port and Bayfront area, so

THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed and intended to be legally bound hereby the parties agree to it as follows:

1. Term. The term of this Maintenance Cooperation Agreement is five (5) years from January 1, 2010 to December 31, 2014.

2. Bayfront Bikeway. The City and the Port Authority have developed a Bayfront bikeway from Frontier Park to Port Access Road. The Port Authority agrees to snow plow, sweep and maintain the bikeway from Frontier Park to Lampe Marina. Bayfront Parkway. The Port Authority currently is responsible for mowing the grass on the north side of the Bayfront Parkway and agrees to mow the grass on the south side of the Bayfront Parkway from Cranberry Street to East Avenue. Bayfront Promenade. There exists within the City, a Bayfront Promenade from Plum Street to Parade Street. The Port Authority agrees to assume all maintenance responsibilities of the Promenade pathway, handrails, alcove seating areas, etc. The Port Authority agrees to sweeping and snowplowing the pathway. The Port Authority will assume the lighting system maintenance and utility charge responsibilities in addition to maintaining the grass areas west of Poplar Street on the Bayfront Promenade from Plum Street to Parade Street.

3. Land Lighthouse and Park. The city conveyed ownership of the and Lighthouse and Park to the Port Authority, The Port Authority agrees to assume all maintenance and utility responsibilities for Land lighthouse and Park which include mowing, maintenance of all buildings, playground safety zones and playground equipment.

4. State Street. The Port Authority agrees to assume all maintenance and utility responsibilities for State Street from the Bayfront Parkway north to Dobbins Landing. The amount of said maintenance and utilities is estimated at \$40,000 per year. The city will agree to continue to be responsible for all snow plowing of State Street from the Bayfront Parkway north up to Dobbins Landing, excluding the portion of the landing extending into the bay.

5. Ravine Drive/Yacht Club Road. The Port Authority acknowledges ownership, care, custody and control of Ravine Drive/Yacht Club Road and related stormwater drainage system. It further agrees to relieve the City of any maintenance responsibilities of claims thereto for the road and related stormwater drainage system from this Agreement date forward. The City understand that the Port Authority will expend an average of \$50,000 per year for the next five (5) years for a proposed maintenance and capital improvement plan in regards to Yacht Club Road/Ravine Drive. The total five (5) year expenditure will amount to \$250,000. The Port Authority's investment in the proposed maintenance and capital improvement plan is contingent upon the Authority entering into other agreements with the Erie Yacht Club and other land owners, who are serviced by Ravine Drive/Yacht Club Road. These other agreements are being negotiated with an aim

towards passing onto those owners the ultimate and final maintenance responsibilities and control of the road and related storm water drainage system. The Port Authority further agrees to condition these other agreements on the City's final approval of the said agreements with the Erie Yacht Club and the other landowners.

6. Police Service. The Port Authority will provide two police vehicles to the City at cost not to exceed \$60,000 every year of this agreement.

7. Bayfront Parkway Security Systems. The Port Authority will continue to provide Bayfront Security for Port Authority property north of the Bayfront Parkway at a cost estimated at \$85,000 per year.

8. C.A.F.E. Contribution. The Port Authority will make an annual C.A.F.E. contribution to the city in the amount of \$12,500.00.

9. Marina Property. The Port Authority will review its marina properties and other properties to determine whether these properties should be sold to private entities in order to return these properties to a taxable basis.

10. Monetary Assistance. The City will not request nor receive any additional monetary assistance from the Port Authority during the term of the Maintenance Cooperation Agreement.

11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

12. Law. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

13. Entire Agreement. This agreement constitutes the entire contract between the parties and there are no other understandings, promises, representations or warranties, oral or written, relating to the subject matter of this Agreement which shall be deemed to exist or to bind any of the parties hereto.

14. Amendment. No amendment, change or addition to this agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

15. Repealer. During the term of this Agreement, all agreements or parts thereof conflicting herewith be and the same are hereby repealed.

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

	City of Erie
	S/ Joseph E. Sinnott, Mayor
Attest:	S/ Casimir J. Kwitowski, City Controller
S/ James Klemm, City Clerk	
	Erie-Western Pennsylvania Port Authority
S/ David C. DiCarlo, Secretary	s/ Sharon L. Knoll, Chairman

By Mr. Cappabianca, Seconded by Mr. Thompson, Resolved, etc.,

That the proper City officials are authorized and directed to enter into a Maintenance Cooperation Agreement with the **Erie-Western Pennsylvania Port Authority** whereby the Authority will provide maintenance to certain bayfront sites including portions of the Bayfront Bikeway/Highway/Promenade, State Street from the Bayfront Parkway to Dobbins Landing and facilities (Land Lighthouse and Park), provide vehicles and assume responsibility for Ravine Drive.

February 3, 2010. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays. 0.

February 3, 2010. Signed by the President. Attested by the City Clerk.

Mayor Joseph Sinnott January 19, 2010
Re: LEAF - Department of Conservation and Natural Resources Grant for Park Improvements (\$250,000)

Dear Mayor Sinnott:

Enclosed please find a License and Management Agreement that has been required by the Department of Conservation and Natural Resources for the Grant that was awarded to the Lake Erie Arboretum at Frontier Park for the Frontier Park Improvements. The Department of Conservation and Natural Resources has reviewed this document and has approved its form and thus at this time it is necessary for approval and execution by the City of Erie and Lake Erie Arboretum at Frontier Park.

If you have any questions concerning this matter, please contact time at anytime.

Very truly ours,
KNOX McLAUGHLIN GORNALL & SENNETT, P.C.
S/ Timothy M. Sennett

LICENSE AND MAMNAGEMENT AGREEMENT FOR THE CITY OF ERIE TO LAKE ERIE ARBORETUM AT FRONTIER PARK (LEAF) FOR DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES GRANT FOR FRONTIER PARK IMPROVEMENTS

This License and Management Agreement, made and entered into at Erie, Pennsylvania, this ___day of January, 2010, by and between the City of Erie, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania within Erie, Pennsylvania, Party of the first Part, hereinafter called "City" and Lake Erie Arboretum at Frontier Park, which is a Pennsylvania non-profit organization with 501(3) status, Party of the Second Part, hereinafter called "LEAF"

WHEREAS, the City recognizes that certain improvements to Frontier Park have been proposed by LEAF and the City recognizes that these improvements will aid in the completion of Frontier Park Master Plan; and

WHEREAS, the City recognizes that the project is an investment and a valuable community asset; and

WHEREAS, LEAF has applied for and received a grant from the Department of conservation and National Resources, of the Commonwealth of Pennsylvania in the amount of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00); and

WHEREAS, the grant guidelines require LEAF to manage and control Frontier Park.

NOW, THEREFORE, in consideration of the foregoing of the mutual promises hereinafter expressed and intending to be legally bound hereby, the parties hereto agree as follows:

1. Scope of Services. LEAF shall perform and carry out in a professional manner, all of the services set forth in the project narrative in the application for the DCNR grant.

2. Time of Performance. The services of LEAF are commenced upon written notice to proceed in execution of this agreement by the City and LEAF and shall be undertaken and completed in such a sequence as to fulfill the purposes of this agreement. LEAF shall work to ensure that all final documents be completed in accordance with the project's schedule and in accordance with the DCNR grant requirements.

3. Budget Information. LEAF would adhere to the proposed project breakdown and financing plan that was submitted to the Commonwealth of Pennsylvania. Any major deviation from the project budget contained therein shall require prior approval of the City.

4. Ownership and License. At all times, relevant to this Agreement, the city retains legal and equitable ownership of the park premises and all improvements thereon. For the purpose of the DCNR grant and for a period of twenty-five (25) years, LEAF shall have a license to the park premises and all improvement, manage the park premises and all improvements thereon provided as part of the DCNR grant and shall control the park premises and all improvements thereon as necessary to ensure that the DCNR grant is received and the project is completed.

5. Cooperation Agreement. All of the terms and conditions as set forth on the Cooperation Agreement between the city of Erie and Lake Erie Arboretum dated January 4, 2008, except as modified herein, are incorporated by reference into this License and Management Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have execute this License and Management agreement on the day and year first above written, to be signed by Lake Erie Arboretum at Frontier Park and the City of Erie.

LAKE ERIE ARBORETUM AT FRONTIER PARK

S/ _____

President

CITY OF ERIE

Attest:

Attest:

James Klemm, City Clerk

S/ _____

Joseph E. Sinnott, Mayor

Casimir Kwitowski, City Controller

By Mr. Schember, Seconded by Mr. Jones, Resolved, etc.,

That the proper officials of the City of Erie and Lake Erie Arboretum at Frontier Park (LEAF) enter into an agreement for a 25 year term to further a grant of DCNR for park improvements on certain limited portions of Frontier Park.

February 3, 2010. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays. 0.

February 3, 2010. Signed by the President. Attested by the City Clerk.

CONSORTIUM MEMORANDUM OF AGREEMENT

Between the Erie-Western Pennsylvania Port Authority (EWPPA), the Erie County Department of Public Safety (ECDPS), the City of Erie, the Wastewater Treatment Plant (WWTP), Erie County Convention Center Authority (ECCCA), and the Pennsylvania State Police (PSP) regarding the use of DHS Port Security Grant Program Funds

1. Parties. The parties to this agreement are the Erie-Western Pennsylvania Port Authority (EWPPA), the Erie County Department of Public Safety (ECDOPS), the City of Erie Wastewater Treatment Plant (WWTP), the City of Erie Police Department (EPD), the City of Erie Fire Department (EFD), the Erie County Convention Center Authority (ECCCA), and the Pennsylvania State Police (PSP).

2. Authority. This Agreement is authorized under the provisions of the Great Lakes Area Maritime Security Committee, Northwestern Pennsylvania Region Area Maritime Security Subcommittee (NWPARAMSS).

3. Purpose. The purpose of this Agreement is to set forth terms by which the members of this consortium shall expend Port Security Grant Program project funding in providing layered security to recipients. Under requested FY 2010 PSGP grants, the consortium must provide layered security to recipients consistent with the approach described in an approved grant application.

4. Responsibilities. The security roles and responsibilities of each party are understood as follows:

(A) Applicants within the consortium will be responsible for the administration of their 2010 PSPG grants.

- * ECPS, WWTP, EPD, EFD, ECCCA and PSP will be responsible for systems maintenance and support of any equipment purchased through this granting opportunity. Additionally they will be responsible for project management consistent with project specifications and requirements.

(B) All recipients respond to Federal National Incident Management System (NIMS) requirements within their scope of authority. Responses to threat conditions are coordinated by EWPPA, ECDOPS, PSP, ECCCA, WWTP, and the City of Erie who are all in support of NIMS requirements.

(C) Grant recipients are designated a Tier 1 agency by the AMSP (Area Maritime Security Plan) guidelines. PSP, along with the US Coast Guard and US Boarder Patrol, the City of Erie Law Enforcement, the Port Authority's Patrol Officers and Erie County Department of Public Safety all provide layered security to the Port of Erie and the Lake Erie Region.

(D) The consortium will provide layered security to the Port of Erie and the Lake Erie Region through the following initiatives:

- * Closed Circuit Video Camera Technology for the \$100M waterfront hotel and conference center and the WWTP. Cameras will be connected to the robust gateway provided by the PSPG 2008 Connectivity Grant that send streaming video to both the ECDOPS and EWPPA's terminals.

- * Mobile data terminals for emergency vehicles connected to the gateway to allow emergency crews the ability to communicate with the central dispatch office and its partners on the waterfront.

- * Emergency diving equipment to support the waterfront bomb squad

- * Infrared gyrocam, hoist capabilities and pontoon floats for the PSP helicopter that supports waterborne activities.

By Mr. Cappabianca, Seconded by Mr. Thompson, Resolved, etc.,

That the proper City officials are authorized and directed to enter into a Consortium Memorandum Agreement between the Erie - Western Pennsylvania Port Authority, Erie County Department of Public Safety, the City of Erie Wastewater Treatment Plant, the City of Erie Police Department, the City of Erie Fire Department, Erie County Convention Center Authority and the Pennsylvania State Police regarding the use of **DHS Port Authority Grant Program Funds**, setting forth certain responsibilities to be provided by the consortium regarding layered security to the Port of Erie and the Lake Erie Region.

February 3, 2010. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, chamber, Winarski and Thompson. 7. Nays. 0.

February 3, 2010. Signed by the President. Attested by the City Clerk.

By Mr. Schember, Seconded by Mr. Winarski, Resolved, etc.,

That the Mayor and City Controller are authorized and directed to execute the Federal Aid Bridge Project Reimbursement Supplemental Agreement #010N58-A between the City of Erie and the Pennsylvania Department of Transportation for the Preliminary Engineering, Final Design, Utilities and Right-of-Way for the **Norman Way Bridge**: Estimated costs for Preliminary Engineering - \$175,000.00; Final Design - \$150,000.00; Utilities - \$10,000.00; Right-of-Way - \$10,000.00 for a total estimated pre-construction cost of \$345,000.00. Total amount of reimbursement is \$320,150.00. Cost sharing: Federal - 80%; State - 15% Municipality - 5%

February 3, 2010. City Council adopt by yeas Council members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays. 0.

February 3, 2010. Signed by the President. Attested by the City Clerk.

City of Erie Easement Description - Discovery Square, Inc.

20 East 5th Street Index No. (14) 1002-208

Beginning at a point in the north line of East 5th Street, said point being one-hundred and seventy-eight feet (178') east of the intersection of the east lien of State Street and the north line of East 5th Street

Thence, east along the north line of East 5th Street, a distance of nine feet (9') to a point;

Thence, south perpendicular to the north line of east 5th Street, a distance of six feet (6') to a point;

Thence, west parallel to the north lien of East 5th Street, a distance of nine feet (9') to a point;

Thence, north perpendicular to the north line of East 5th Street, a distance of six feet (6') to the point of beginning.

By Mr. Schember, Seconded by Mr. Winarski, Resolved, etc.,

That the proper City officials are authorized and directed to execute an Easement Agreement between the City of Erie and **Discovery Square, Inc.**, owner of 20 East 5th Street, Index #(14) 1002-200, locating a cantilevered awning in the East 5th Street right-of-way. (The awning will protrude 6 feet into the right-of-way and will have 10.7 feet of clearance above the public sidewalk.)

February 3, 2010. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays. 0.

February 2, 2010. Signed by the President. Attested by the City Clerk.

By Mr. Thompson, Seconded by

That the proposed Repository Sale of property known as **721 East 25th Street**, Erie, Pa. and identified by Erie County Assessment Index #18-050-031.0-114.00 by the Erie county Tax Claim Bureau to Robert Bonaccolta of America's Private Housing and Redevelopment, in the amount of \$250.00 is hereby approved.

February 3, 2010. The foregoing resolution was withdrawn from consideration at the request of the sponsor.

By Mr. Thompson, Seconded by

That the proposed Repository Sale of property known as **1325 East 10th Street**, Erie, Pa., and identified by Erie County Assessment Index #15-021-002.0-304.00 by the Erie County Tax Claim Bureau to Robert Bonaccolta of America's Private Housing and Redevelopment, in the amount of \$250.00 is hereby approved.

February 3, 2010. The forgoing resolution was withdrawn from consideration at the request of the sponsor.

By Mrs. Horan-Kunco, Seconded by Mr. Jones, Resolved, etc.,

That the Mayor and City Controller are authorized and directed to execute contracts on behalf of the city of Erie and the following individuals and/or companies for goods and/or services as noted and the City Council does hereby ratify and confirm the said transactions which are to be charged to the respective Budget Code Numbers, viz:

1. **Rohrer Trucking**, 310 Rte 6N, Waterford, Pa., for the Demolition of 502-04 East 10th Street (\$5,400.00) and 737 Rosedale Street (\$4,700.00) for the Department of Economic and Community Development at a total cost of \$10,100.00.

2. **H. H. Rauh Contracting Co.**, 7 West 1st Street, P. O. Box 2, Lakewood, NY, for the Demolition of 704 East 5th Street (\$5,400.00) and 329 Newman Street (\$7,200.00) for the Department of Economic and Community Development at a total cost of \$12,600.00.

3. **Bob Ferrando Ford**, Route 20, P. O. Box 152, Girard, Pa., for a 6 cylinder 2010 Ford Fusion, for the Bureau of Sewers for \$18,172.00.

4. **Day Ford**, 3696 William Penn Highway, Monroeville, Pa., for a Ford F-150 Pickup, for the Bureau of Sewers for \$20,995.00. (The truck being purchased was the low responsible bid for the options provided as per the bid specifications.)

February 3, 2010. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays 0.

February 3, 2010. Signed by the President. Attested by the City Clerk.

By Mrs. Horan-Kunco, Seconded by Mr. Jones, Resolved, etc.,

That the City Purchasing Agent is authorized and directed to issue purchase orders to the following individuals and/or companies for goods and/or services as noted and the City Council does hereby ratify and confirm the said transactions which are to be charged to the respective Budget Code Numbers, viz:

1. **McCormick Structural Systems, Inc.**, 1345 West 12th Street, Erie Pa., for the Demolition of 436 East 7th Street, for the Department Economic & Community Development at a total cost of \$5,800.00.

2. **Les Frickshun Products, Inc.**, P. O. Box 426, Reno, Pa., for Motor Oil, Transmission Fluid and Drum Deposits for the Police Department at a total cost of \$2,238.00.

3. **Parris J. Baker**, 440 East 17th Street, Erie, Pa., for Cultural Diversity Training for the Police Department at a total cost of \$4,800.00.

4. **Erie Truck & Trailer**, 12737 Rt. 19 South, Waterford, Pa., for Hydraulic Cylinders for Angle Plows for the Bureau of Streets for the sum of \$2,144.65.

5. **Five Star International**, P. O. Box 64006, Baltimore, MD, for an Engine to Repair Vehicle #708 (Salt Spreader) for the Bureau of Streets for the sum of \$8,956.00.

6. **Alexander Co.**, P. O. Box 98, Corry, Pa., for the Emergency Purchase of 275 gallons of Intercool NFE Concentrate for the Wastewater Treatment Plant for the Bureau of Sewers for the sum of \$2,750.00. (This glycol derivative is used in the Plant's heating system) It is being purchased from the only supplier, who also offers technical support and system testing along with the product.)

7. **Air Pol**, 339 Jefferson Road, Parsippany, NJ, for the Replacement of two (2) WESP Electrodes, for the Bureau of Sewers, for \$4,020.00. (These are necessary to repair the Plant's air pollution control equipment on the incinerator. This incinerator is out of service until the WESP is repaired.)

8. **Process Valve & Equipment Co.**, 7205 Chagrin Road, Chagrin Falls, Ohio, for the replacement of a Gas Meter for the #2 Incinerator, for the Bureau of Sewers, for \$4,481.00. (The meter required is an only supplier item. It must be compatible with the system currently in place.)

9. **A & H Equipment Co.**, 1124 McLaughlin Run Road, P. O. Box 337, Bridgeville, Pa., for the Emergency Repair of the Crawler Sewer Camera, for the Bureau of Sewers, for the sum of \$5,382.65. (The crawler is used to drive the camera through the sewer lines. It was sent back to original supplier to be repaired by the factory. The cost of this repair was not known until it was received by the factor and the corrective repairs made.)

10. **Bucks Fabricating**, 3547 Perry Highway, Hadley, Pa., for a Special Design Roll Off Grit Can, for the Bureau of Sewers, for \$8,782.00. (The can will be a custom design using a perforated floor. This will allow the free water in the can to drain off. It will be used to haul the grits & screenings at the Plant to the landfill.)

February 3, 2010. City Council adopt by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson. 7. Nays. 0.

February 3, 2010. Signed by the President. Attested by the City Clerk.

February 3, 2010. City Council on motion of Mr. Schember, Seconded by Mr. Jones, adjourned at 10:21 a.m. by yeas Council Members Aleksandrowicz, Cappabianca, Horan-Kunco, Jones, Schember, Winarski and Thompson 7. Nays. 0.

Attest: _____

City Clerk

President of City Council