

# Central Pennsylvania Transportation Authority

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**DATE:**        **APRIL 25, 2024**

**TIME:**         **9:45AM**

**PLACE:**       **415 NORTH ZARFOSS DRIVE, YORK, PA 17404**

**PURPOSE:**   **APRIL 2024 BOARD MEETING**

## **REGULAR MONTHLY MEETING**

### **ORDER OF BUSINESS**

1. Call to Order
2. Changes or Modifications to the Agenda
3. Public Comment: Accepted in Person or in Writing
4. Approval of Minutes
  - Meeting Minutes of April 27, 2023 (PAGES 2-3)
5. Communications
6. Resolutions
  - RESOLUTION 2401 – ELECTION OF OFFICERS FOR 2024-2025 (Page 4)
  - RESOLUTION 2402 – APPROVING MUTUAL COOPERATION AGREEMENT WITH THE SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY (SRTA) (Pages 5-8)
7. New Business
  - Ethics Commission Statement of Financial Interests Submission Reminder
8. Adjournment

Next Meeting: TBD

# Central Pennsylvania Transportation Authority

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## MINUTES OF BOARD MEETING APRIL 27, 2023

Upon duly given notice, the monthly Board Meeting of the Central Pennsylvania Transportation Authority (CPTA) Board of Directors was held at 415 N. Zarfoss Drive, York, PA 17404 with a zoom option on April 27, 2023.

Members Present: Raymond Rosen, Richard Carson, Carrie Gray, Keith Martin, Kirk Stoner, Annie Strite and Thomas Wilson. Jill Nagy, Counsel, was also present.

Others Attending: LaToya Winfield Bellamy, Eric Bugaile, Bev Hockenberry, Jarrod Johnson, Richard Kotz, Stephen Baldwin, Richard Farr, Nicole Hansen, David Juba, Jamie Leonard, Eric Maguire, Trevor Manahan, Jenna Reedy, Richard Trout, Sherry Welsh and Christopher Zdanis.

Raymond Rosen called the meeting to order at 9:45AM.

### CHANGES OR MODIFICATIONS TO THE AGENDA

No changes or modifications to the agenda.

### PUBLIC COMMENT:

No public comment.

### APPROVAL OF MINUTES:

A motion to approve the minutes from the regular CPTA Board of Directors meeting on November 17, 2022, was moved by Thomas Wilson, seconded by Lisa Moreno Woodward and passed unanimously.

### RESOLUTIONS

RESOLUTION 2301 – ELECTION OF OFFICERS FOR 2023-2024.

Motion to approve was raised by Kirk Stoner, seconded by Lisa Moreno Woodward and passed unanimously.

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## NEW BUSINESS:

Annie Strite asked about service delivery for mental health patients in connection with job vacancies at rabbittransit. Rich Farr responded that job vacancies are impacting shared ride service, in general. Rabbittransit is working with agencies to change times for their programs to help accommodate transportation needs.

## ADJOURNMENT:

The regular meeting of the Central Pennsylvania Transportation Authority (CPTA) Board of Directors adjourned at 10:00AM.

Next Meeting:       TBD

Respectfully Submitted,

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Thomas Wilson  
Secretary

**RESOLUTION 2401**  
**ELECTION OF OFFICERS FOR 2024-2025**

WHEREAS, the terms of office for current Authority officers expire this month; and,

WHEREAS, the By-Laws of the Authority call for an annual meeting and election of officers; and,

WHEREAS, a candidate selection process was conducted by the Authority's Administration Committee;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Central Pennsylvania Transportation Authority that the following board members shall be elected and hold the stated offices for 2024-2025 year:

Chairperson	Raymond Rosen
Vice Chairperson	Carrie Gray
Secretary	Thomas Wilson
Assistant Secretary	Richard Carson
Treasurer	Keith Martin
Assistant Treasurer	Kirk Stoner

**CERTIFICATION OF OFFICERS**  
**OF**  
**CENTRAL PENNSYLVANIA TRANSPORTATION AUTHORITY**

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Central Pennsylvania Transportation Authority Board Members held on April 25, 2024.

Attest: \_\_\_\_\_

Thomas Wilson  
Secretary

\_\_\_\_\_

Raymond Rosen  
Chairperson

**RESOLUTION NO. 2402**

**APPROVING MUTUAL COOPERATION AGREEMENT WITH THE  
SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY (SRTA)**

WHEREAS, an agreement was made on December 2, 2021 between CPTA and SRTA (Susquehanna Regional Transportation Authority) to outline the roles and responsibilities of each Authority which advanced the directives of the funding partners; and

WHEREAS, the Agreement is set to expire on June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that it approves the Mutual Cooperation Agreement with SRTA.

**CERTIFICATION OF OFFICERS**

**OF**

**CENTRAL PENNSYLVANIA TRANSPORTATION AUTHORITY**

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Central Pennsylvania Transportation Authority Board Members held on April 25, 2024.

\_\_\_\_\_

Thomas Wilson  
Secretary

attest: \_\_\_\_\_

Raymond Rosen  
Chairman

## MUTUAL COOPERATION AGREEMENT

THIS INTER-GOVERNMENTAL AGREEMENT made this April 25 day of 2024, by and between the CENTRAL PENNSYLVANIA TRANSPORTATION AUTHORITY, a municipal authority organized under the Municipalities Authorities Act of 1945, with its principle offices located at 415 N. Zarfoss Road, York, Pennsylvania, (herein referred to as "CPTA"), and the SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY, a municipal authority organized under the Municipalities Authorities Act of 2001, with its principal offices located at 901 N. Cameron Street, Harrisburg, Pennsylvania, (herein referred to as "SRTA").

WITNESSETH:

WHEREAS, CPTA is a municipal authority engaged in the activity of providing public transit services within the Counties of Adams, Cumberland, Franklin, Perry and York and well as Columbia, Indiana, Montour, Northumberland, Snyder and Union; and

WHEREAS, SRTA is a municipal authority engaged in the activity of providing public transit services within the County of Adams, Cumberland, Dauphin, York and the City of Harrisburg and Columbia, Franklin, Indiana, Montour, Northumberland, Perry, Snyder and Union; and

WHEREAS, CPTA desires to contract with SRTA to provide executive, management, administrative and support services.

WHEREAS, CPTA will cooperate with SRTA to the extent required to fulfill all of the obligations set forth in this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as set forth below.

1. **SRTA Services.** SRTA agrees to provide all executive, management, administrative and support services to CPTA. This shall include but not be limited to services of the executive director, who shall be generally responsible for the overall management and leadership of CPTA, as well as all other necessary management, supervisory, administrative and support services staff, including management and supervisory operations staff, management and supervisory maintenance staff, financial department services and staff, administration and human resources services and staff, customer service staff, IT department services and staff, and procurement, marketing, safety and training, and clerical services and staff. SRTA shall also be responsible for Board and public relations, developing a support relationship with appointed and elected officials, labor relations and maintaining CPTA on a sound financial basis. SRTA shall establish and maintain goals for the public transportation system and follow the policy guidance established by CPTA's Board. SRTA shall oversee compliance with all Federal, State, and Local statutory and regulatory requirements (Including, but not limited to Audits, Compliance Reviews, Annual Reporting) with the support of CPTA through provision of any relevant data or statistics, prepare Board meeting agenda and materials and its executive director shall attend Board meetings of CPTA, and represent CPTA at any meetings required with local elected officials. CPTA recognizes and agrees that SRTA shall provide the same services to the Cumberland-Dauphin-Harrisburg Transit Authority (CAT) during the same time period.
2. **Authorization.** CPTA authorizes SRTA to take all actions as necessary to efficiently

and effectively perform all actions to operate the organization, including but not limited to, executive, administrative and support services under this Agreement, including but not limited to: the right to purchase in accordance with procurement policies; to enter into and execute contracts and agreements in accordance with procurement policies; to apply for, to amend and administer current and future grant agreements; to hire, fire and discipline and otherwise manage and supervise employees; to update branding to incorporate SRTA's standard "doing business as" rabbittransit; to sign checks and handle monies and finances.

3. **Payment for services.** SRTA, as the designated recipient of federal, state and local funds, shall prepare all budgets, set consumer fares. SRTA will pay CPTA for any services provided for the provision of transit service at actual costs. CPTA and SRTA shall review the actual costs of such services and any payment made to CPTA for expenses attributable to the operations of CPTA will be paid by SRTA on a monthly basis.
4. **Other services and costs.** With CPTA's prior approval, CPTA shall reimburse SRTA in the event SRTA assumes additional responsibilities. SRTA shall invoice CPTA promptly and CPTA shall reimburse SRTA within thirty (30) days.
5. **Term.** The management, administrative and support services shall begin on or about June 1, 2024, and shall remain in full force and effect through June 30, 2029. At the conclusion of this term, the Agreement may be renewed upon mutual agreement on a month to month basis or other terms.
6. **Relationship of the Parties.** The executive, management, administrative, support staff employees and operations and maintenance employees in Adams, Columbia, Cumberland, Franklin, Montour, Northumberland, Perry, Snyder and Union Counties providing any services to CPTA or CDHTA under this Agreement shall be employees of SRTA only and shall not be employees of CPTA or CDHTA. Nothing in this Agreement shall construe SRTA, CPTA and CDHTA to be joint employers under any federal or state law.
7. **Personal Liability.** No officer, director or employee of SRTA or CPTA shall be personally liable for the performance of the terms of this Agreement.
8. **Indemnification.** SRTA shall indemnify, defend, keep and save harmless CPTA, its agents, officials, Board members, servants, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may accrue against CPTA arising out of or resulting from SRTA's acts or omissions, including acts or omissions of its employees, servants, and agents, as a result, direct or indirect, of the performance by SRTA or any other persons working on SRTA's behalf of its obligations and responsibilities under this Agreement. Likewise, CPTA shall provide the same indemnification to SRTA for any claim, suit or action that may arise from CPTA's acts or omissions to the extent set forth above. Nothing in this paragraph shall be a waiver of either parties' governmental immunity status. SRTA shall be responsible for all compensation, including worker's compensation and other fringe benefits, for all SRTA employees. Similarly, CPTA shall be fully responsible for all compensation including worker's compensation, and other fringe benefits, for all CPTA employees.

9. **Invalidity of Provision.** Should any part of this Agreement be declared unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such declaration will not affect the validity of the remainder of this Agreement, which will continue to be in full force and effect; provided, however, that if any part is declared unconstitutional, invalid or beyond the authority of a party to enter into or carry out, and is, in the judgment of CPTA or SRTA, material to the Agreement, CPTA or SRTA shall have the right on ninety (90) days written notice to the other to terminate this Agreement.

10. **Notices.** All notices required or allowed by this Agreement shall be in writing by certified mail, return receipt requested, addressed to the receiving party as follows:

To SRTA: 901 N. Cameron Street, Harrisburg PA 17101  
To CPTA: 415 N. Zarfoss Drive, York, PA 17404

Or at such other address as either party may designate in writing to the other party as its address for receiving of notices.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound hereby, do hereunto set their hands and official seals the day and year first above written.

ATTEST: \_\_\_\_\_  
Thomas Wilson, CPTA Secretary

\_\_\_\_\_  
Raymond Rosen, CPTA Chairman

ATTEST: \_\_\_\_\_  
Thomas Wilson, SRTA Secretary

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Eric Bugaile, SRTA Chairman