

SRTA

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

DATE: April 25, 2024

TIME: 10:00 AM

PLACE: 415 N. Zarfoss Dr, York
A Zoom option will also be offered.
Public may participate at Cameron Street or Zarfoss Drive Locations.

PURPOSE: April 2024 Board 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
 - A. Meeting Minutes of March 28, 2024 (Pages 3-5)
5. Communications
6. Treasurer's Report
7. Old Business
8. New Business

RESOLUTION 2414 – LOCAL TRANSPORTATION ORGANIZATION RESOLUTION
CERTIFYING THE LOCAL MATCH FOR STATE OPERATING
FINANCIAL ASSISTANCE (Page 6)

RESOLUTION 2415 – MUTUAL COOPERATION AGREEMENT WITH CPTA (Page 7-10)

RESOLUTION 2416 – MUTUAL COOPERATION AGREEMENT WITH CDHTA (Page 11-14)

RESOLUTION 2417 - APPROVING THE ACQUISITION OF THE HERR STREET
PROPERTIES (Pages 15-16)

RESOLUTION 2418 - APPROVING SRTA POSITION STATEMENT ON REGIONAL RAIL
(Pages 17-18)

RESOLUTION 2419 – APPROVING INDEMNIFICATION AGREEMENT WITH TOWNSHIP
OF SWATARA (Pages 19 -21)

Ethics Commission Statement of Financial Interests Submission Reminder

9. Staff Report
 - CPTA ACT 44 Performance Review Action Plan (Page 22)
10. Future Procurements (Page 24)
11. Executive Session
12. Adjournment

Next Meeting: Thursday, May 23, 2024 415 N. 901 N. Cameron St.
Harrisburg 10:00AM - SRTA Board Meeting
9:45 AM - CDHTA Board Meeting

- Note: Board of Directors Meeting Photo for Annual Report for May 23 Meeting

SRTA
SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

MINUTES OF SRTA BOARD MEETING

March 28, 2024

Present were board members: LaToya Winfield Bellamy, Eric Bugaile, Jason Graves, Carrie Gray, Jarrod Johnson, Rich Kotz, Keith Martin, Ray Rosen, Kirk Stoner and Thomas Wilson. Jill Nagy, Counsel, was also present.

Guests and Administrative Staff Members present were Stephen Baldwin, Al Bienstock, Dauphin County Commissioner Justin Douglas, Magnolia Douglas, Rich Farr, Brian Gillette, Nicole Hansen, Bev Hockenberry, David Juba, Donna Lattimore, Jamie Leonard, Eric Maguire, Trevor Manahan, Cory Matthews, Jenna Reedy, Dan Robinson, Sherry Welsh and Chris Zdanis.

CALL TO ORDER

Chairman Bugaile called the meeting to order at 10:00am.

CHANGES OR MODIFICATIONS TO THE AGENDA

There were no changes or modifications to the agenda.

PUBLIC COMMENT

Commissioner Justin Douglas expressed his support for public transit in the local area.

APPROVAL OF MINUTES

Motion to approve the March 28, 2024 meeting minutes was raised by Tom Wilson, seconded by Keith Martin, and passed unanimously.

COMMUNICATIONS

Rich Farr shared a letter received from Dauphin County Department of Mental Health/Autism/Developmental Programs in reference to the March 1, 2024 monitoring review of rabbitransit's Medical Assistance Transportation Program (MATP).

Rich Farr shared a thank you letter from the Borough of Chambersburg for the municipal charter work SRTA performed for the DCED Secretary's Special Assistant and Regional Director and guests.

TREASURER'S REPORT

Stephen Baldwin presented details on the February 2024 Financial Statement and Statistical Notes. Stephen Baldwin noted the following highlights:

- RIDERSHIP: Year to date comparisons to the prior year are as follows:
 - Fixed Route ran 12% above last year.

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SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

- Paratransit was 3% above the previous year.
- Commuter Express experienced a 1% decrease from last year (YTD).
- Microtransit's ridership was a 15% increase in ridership compared to the same time last year.
- REVENUE: Year to Date Grant and Contract Income is below budget by \$706,000 because less subsidy was required than the budget anticipated.
- EXPENSES: Year to Date Total Expenses are \$1.7 million lower than budgeted.
- Unfilled positions increased by 9 to 80 due to newly approved positions added in February. Current employee numbers remained the same.
- RESERVES: The Authority's cash balances were consistent with its target to have 180 days cash on hand.
- LINE OF CREDIT: There are no draws on the organization's line of credit.
- CAPITAL EXPENDITURES (over \$50,000)
 - York Bus Wash Heating Upgrade \$53,032

OLD BUSINESS

Included in the Board packet is the Draft SRTA Position Statement on Local/Regional Passenger Rail.

NEW BUSINESS

RESOLUTION 2409 – CONTRACT AWARD FOR PUBLIC TRANSIT AGENCY SAFETY
PLAN MANAGEMENT SOFTWARE

Motion to approve was raised by Keith Martin, seconded by Tom Wilson, and passed unanimously.

RESOLUTION 2410 – AUTHORIZATION TO MODIFY THE FULLINGTON AUTOBUS COMPANY
CONTRACT TO REFINE ROUTE FAB10/11

Motion to approve was raised by Kirk Stoner, seconded by Keith Martin, and passed unanimously.

RESOLUTION 2411 – APPROVAL TO EXECUTE A ONE-YEAR RIGHT OF WAY AGREEMENT WITH
LUMEN DBA CENTURY LINK ON THE CUMBERLAND VALLEY RAILROAD BRIDGE

Keith Martin offered a motion to approve Resolution 2411 with a modification to include Lumen's dba as Century Link Communications, seconded by Kirk Stoner, and passed unanimously.

RESOLUTION 2412 – AUTHORIZING THE SRTA ADVERTISING POLICY

Motion to approve was raised by Thomas Wilson, seconded by Kirk Stoner, and passed unanimously.

RESOLUTION 2413 – AWARDING GASOLINE CONTRACT

Motion to approve was raised by Thomas Wilson, seconded by Keith Martin, and passed unanimously.

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FUTURE PROCUREMENTS

The list of procurement projects was reviewed.

STAFF REPORT

Rich Farr presented the following staff updates:

- The renderings for the new facility are on display in the Harrisburg Board Room.
- Token Transit pass sale campaign data was reviewed for the 50th Anniversary of both CDHTA and CPTA held December 15, 2023 to January 17, 2024.
- Printed version of new proposed bus stop signs were included in the board packets.
- Board photos will be taken at the board meeting on May 23
- Ethics statements are due May 1.

EXECUTIVE SESSION

The board went into Executive Session to discuss real estate and legal matters.

ADJOURNMENT

The next scheduled Board of Directors meeting will take place on April 25, 2024 at 10:00 AM at 415 N. Zarfoss Dr, York.

The meeting adjourned at 10:53AM.

Respectfully Submitted,

Thomas Wilson
Secretary

RESOLUTION NO. 2414

LOCAL TRANSPORTATION ORGANIZATION RESOLUTION CERTIFYING THE LOCAL MATCH FOR STATE OPERATING FINANCIAL ASSISTANCE

The Board of Directors of the Susquehanna Regional Transportation Authority resolves and certifies that the operating financial assistance of \$22,052,657 provided pursuant to 74 Pa.C.S. §1513 is needed in Fiscal Year 2024 - 2025 or in a subsequent fiscal year to help pay for projected operating expenses, including asset maintenance costs; and that these funds will be used for this purpose only, because these funds are ineligible to be used for asset, or capital improvements projects; and that any funds not used this Fiscal Year will be retained and used only for operating assistance in a subsequent fiscal year(s).

Further, the Board of Directors of the Susquehanna Regional Transportation Authority resolves and certifies that the required local matching funds of \$2,100,425 will be secured from local contributors no later than the end of Fiscal Year 2024-2025 to match the requested Section 1513 funds.

I, Eric Bugaile, Chairman of the Board of Directors of Susquehanna Regional Transportation Authority do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Directors of Susquehanna Regional Transportation Authority held the 25th day of April, 2024.

DATE: April 25, 2024

Eric Bugaile, Chairman

ATTEST:

Susquehanna Regional Transportation Authority

By: _____
Thomas Wilson, Secretary

April 25, 2024

RESOLUTION NO. 2415

**APPROVING MUTUAL COOPERATION AGREEMENT WITH THE
CENTRAL PENNSYLVANIA TRANSPORTATION AUTHORITY (CPTA)**

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; and,

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

CERTIFICATION OF OFFICERS

OF

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

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

Attest: _____

Thomas Wilson
Secretary

Eric Bugaile
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 prior approval by CPTA and SRTA, both parties agree to reimburse other in the event one Authority assumes additional responsibilities for the other. Invoicing shall promptly be completed and payment will be 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

Eric Bugaile, SRTA Chairman

RESOLUTION NO. 2415

**APPROVING MUTUAL COOPERATION AGREEMENT WITH
THE CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT
AUTHORITY (CDHTA)**

WHEREAS, an agreement was made on December 2, 2021 between CDHTA 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; and,

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

CERTIFICATION OF OFFICERS

OF

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

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

Attest: _____

Thomas Wilson
Secretary

Eric Bugaile
Chairman

MUTUAL COOPERATION AGREEMENT

THIS INTER-GOVERNMENTAL AGREEMENT made this April 25 day of 2024, by and between the CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY, a municipal authority organized under the Municipalities Authorities Act of 1945, with its principle offices located at 901 N. Cameron Street, Harrisburg, PA 17101, Pennsylvania, (herein referred to as "CDHTA"), 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, CDHTA 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, CDHTA desires to contract with SRTA to provide executive, management, administrative and support services.

WHEREAS, CDHTA 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 CDHTA. 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 CDHTA, 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 CDHTA on a sound financial basis. SRTA shall establish and maintain goals for the public transportation system and follow the policy guidance established by CDHTA'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 CDHTA through provision of any relevant data or statistics, prepare Board meeting agenda and materials and its executive director shall attend Board meetings of CDHTA, and represent CDHTA at any meetings required with local elected officials. CDHTA recognizes and agrees that SRTA shall provide the same services to the Central Pennsylvania Transportation Authority (CPTA) during the same time period.
2. **Authorization.** CDHTA 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 CDHTA for any services provided for the provision of transit service at actual costs. CDHTA and SRTA shall review the actual costs of such services and any payment made to CDHTA for expenses attributable to the operations of CDHTA will be paid by SRTA on a monthly basis.
4. **Other services and costs.** With prior approval by CDHTA and SRTA, both parties agree to reimburse other in the event one Authority assumes additional responsibilities for the other. Invoicing shall promptly be completed and payment will be 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 CDHTA shall be personally liable for the performance of the terms of this Agreement.
8. **Indemnification.** SRTA shall indemnify, defend, keep and save harmless CDHTA, 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 CDHTA 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, CDHTA shall provide the same indemnification to SRTA for any claim, suit or action that may arise from CDHTA'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, CDHTA shall be fully responsible for all compensation including worker's compensation, and other fringe benefits, for all CDHTA 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 CDHTA or SRTA, material to the Agreement, CDHTA 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 CDHTA: 901 N. Cameron Street, Harrisburg PA 17101

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: _____
Jason Graves, CDHTA Secretary

Eric Bugaile, CDHTA Chairman

ATTEST: _____
Thomas Wilson, SRTA Secretary

Eric Bugaile, SRTA Chairman

RESOLUTION 2417

APPROVAL TO ADVANCE THE PURCHASE OF HERR STREET PROPERTY

WHEREAS, the Susquehanna Regional Transportation Authority (“SRTA”) is in great need of an expanded, modern and cost efficient facility; and,

WHEREAS, the current facility was built 120 years ago and does not support current maintenance needs or alternative fuels; and,

WHEREAS, PennDOT conducted a detailed site analysis study to determine property availability near the core operations to assist in cost containment of paid driver hours related to deadhead. The study indicated that there are few properties that could support the operations and most were not for sale; and,

WHEREAS, it was determined that the properties on Herr Street that is adjacent to the 901 N. Cameron Street property situated at North Cameron and Herr Streets in the City of Harrisburg more specifically Dauphin County Tax Parcels 07-074-001, 07-074-002, 07-074-004, 07-074-005 and 07-074-007; and,

WHEREAS, SRTA as a governmental agency is authorized to acquire property in lieu of condemnation for its governmental purpose; and,

WHEREAS, the land acquisition meets the criteria of a Categorical Exclusion as set forth in 23 CFR 771.118(d)(3)(ii); and,

WHEREAS, the property will be purchased with state funds and the authority has secured FTA approval that the purchase will not preclude any future federal investment as part of any potential future development of the property; and,

WHEREAS, the appraisal and review appraisals have been completed and PennDOT has reviewed them; and,

WHEREAS, the SRTA Board of Directors have determined that it is in the best interest of SRTA to acquire the Property at this time at its fair market value; and,

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorize the Executive Director to begin negotiations with DF Herr, LP to purchase the adjacent properties and satisfy the regulations of PennDOT and any other applicable agency concerning property acquisition and to work with PennDOT to secure state funds and execute any state grant needed for the project; and,

BE IT FURTHER RESOLVED, that the Board of Directors authorize the Executive Director, that based on successful negotiations, execute all documents required to make the purchase. The purchase details including all cost and grants will be reviewed with the Board Chairman and Vice Chairman and the authority solicitor prior to settlement; and,

BE IT FURTHER RESOLVED, the property that SRTA intends to acquire is in the form of fee title in lieu of condemnation for use by SRTA, members of the public and business invitees as the case may be; and,

BE IT RESOLVED, by SRTA by authority of the same, that the acquisition of fee title of the above referenced DF Herr, LP Property, by purchase in lieu of condemnation according to the law is authorized for the construction of buildings and/or facilities in keeping with their governmental purpose

concerning Dauphin County Parcel Numbers 07-074-001, 07-074-002, 07-074-004, 07-074-005 and 07-074-007; and,

BE IT FURTHER RESOLVED, that the Executive Director and counsel for the Board are hereby empowered to represent the Board of Directors as part of any sales transaction and/or closing and any Lease Agreements that may be part of the consideration for the purchase of real estate; and,

BE IT FURTHER RESOLVED, that the Executive Director and counsel for the Board are empowered to represent the Board of Directors in any administrative hearing and/or municipal hearing as part of the due diligence to ensure the Property meets the needs of SRTA; and,

BE IT FURTHER RESOLVED, that the provisions of this Resolution are severable. If any provision, sentence, clause, phrase, section or part thereof shall for any reason be found unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, phrases, sections or parts thereof, but the same shall remain in effect. It is hereby declared to be the intent of SRTA that this Resolution shall stand notwithstanding the invalidity of any part included herein.

**CERTIFICATION OF OFFICERS
OF
SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY**

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

Attest: _____
Thomas Wilson
Secretary

Eric Bugaile
Chairman

RESOLUTION NO. 2418

APPROVING SRTA POSITION STATEMENT ON REGIONAL RAIL

WHEREAS, as Central Pennsylvania's public transit provider, rabbitransit is dedicated to enhancing mobility within our community, with a mission that remains paramount in our operations; and

WHEREAS, rabbitransit has a proven track record of coordinating and advancing multimodal projects beyond traditional transit systems, exemplified by our work with PennDOT in managing the Intercity Bus Program, the Middletown Train Station, and piloting technology projects such as statewide paratransit scheduling software and Find My Ride; and

WHEREAS, passenger rail operations are not currently a strategic priority for rabbitransit, with our focus in this area directed towards supporting PennDOT and Amtrak on developing new projects of regional and statewide significance, based on extensive research determining that passenger rail service in the Capital Region would not be financially viable; and

WHEREAS, rabbitransit believes that the initiation and support of passenger rail projects must come from local and state elected officials, requiring substantial focus on infrastructure improvements and significant financial resources, to be planned and financed at both the federal and state levels, with crucial support from local businesses and full participation of freight railroads; and

NOW, THEREFORE, BE IT RESOLVED, that the Susquehanna Regional Transportation Authority, hereby adopts the position statement affirming rabbitransit's commitment to advancing mobility within our community through a strategic focus on initiatives which aligned with our mission and funding constraints.

CERTIFICATION OF OFFICERS

OF

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

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

Attest: _____

Thomas Wilson
Secretary

Eric Bugaile
Chairman



Passenger Rail Position Statement

As Central Pennsylvania's public transit provider, rabbittransit is committed to advancing mobility within our community, a mission that remains at the forefront of our operations. rabbittransit has a strong history of coordinating and advancing multimodal projects beyond what traditional transit systems typically do, as can be demonstrated through its work with PennDOT in managing the Intercity Bus Program, the Middletown Train Station, and piloting technology projects like the statewide paratransit scheduling software and Find My Ride.

Passenger rail operations is not a current strategic priority. Our focus in this area is to support PennDOT and Amtrak on developing new projects that have both regional and statewide significance. We did extensive research into rail service in the Capital Region and the results determined such action would not be financially viable. rabbittransit believes passenger rail must be initiated and supported by local and state elected officials, particularly those within municipalities that are required to provide local match funding. These projects require great focus on infrastructure improvements and consume immense financial resources. They must be planned and financed at both the federal and state level. Additionally, it is crucial that such initiatives garner great support from local businesses and have full participation of freight railroads.

Our Board of Directors has approved a fiscally constrained strategic focus on advancing High Intensity Mobility Bus Corridors in order to improve speed, reliability, and passenger amenities.

Our strategic approach involves close collaboration with local municipalities to improve connections with land use and to upgrade infrastructure. This may include the implementation of bus lanes, traffic signal coordination, and enhanced bus stops. The High Intensity Mobility Corridor initiatives align with our mission and are tailored to meet the immediate needs of our communities.

It is important to recognize that our current funding levels only sustain our existing operations and offer limited opportunities for expansion, particularly not at the scale required for passenger rail projects. Therefore, while we remain committed to supporting the community, our resources are directed towards initiatives that align with the directives set forth by our funding partners.

While we acknowledge the potential role of passenger rail in a comprehensive state transportation network, our current strategic priorities and funding constraints necessitate a focus on other mobility initiatives. rabbittransit will continue to serve our community and collaborate with our partners to work to best address evolving transportation needs.

4/25/2024

RESOLUTION NO. 2419

**APPROVING INDEMNIFICATION AGREEMENT WITH
THE TOWNSHIP OF SWATARA**

WHEREAS, Susquehanna Regional Transportation Authority desires to obtain a permit from the Township of Swatara, located at 599 Eisenhower Boulevard, Harrisburg, Pennsylvania, to allow SRTA's buses to occupy and traverse the Township's legal right-of-way and the bridge known as the Rudolph Dininni Bridge located between Derry Street and Grayson Road in Swatara Township, Dauphin County, Pennsylvania; and

WHEREAS, the Township has agreed to issue the Permit to SRTA contingent upon the execution of an agreement to indemnify the Township against certain losses, liabilities, claims, and expenses;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that it hereby approves and authorizes the entry into the Indemnification Agreement with the Township of Swatara.

CERTIFICATION OF OFFICERS

OF

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

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

Attest: _____

Thomas Wilson
Secretary

Eric Bugaile
Chairman

INDEMNIFICATION

This Indemnification by **SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY, a/k/a SRTA**, of 901 North Cameron Street, Harrisburg, Pennsylvania (the “Permittee”) provided to the **TOWNSHIP OF SWATARA**, of 599 Eisenhower Boulevard, Harrisburg, Pennsylvania (the “Township”) as a condition to issuance of a bridge occupancy permit.

WHEREAS, the Permittee has requested the Township to issue a permit (the “Permit”) to enable the buses of the Permittee to occupy and traverse the Township’s legal right-of-way and bridge known as the Rudolph Dininni Bridge located between Derry Street and Grayson Road in Swatara Township, Dauphin County, Pennsylvania in order to maintain bus routes for the delivery of citizens to location and businesses within Swatara Township; and

WHEREAS, the Township, after considering the potential adverse impact to the Rudolph Dininni Bridge and determining that the Permittee has offered to indemnify the Township in relation to such impact, is willing to accept indemnification from Permittee.

NOW, INTENDING TO BE LEGALLY BOUND, as an express condition to issuance of the Permit by the Township, the Permittee enters in the following indemnification, which is to be binding upon the Permittee, its successors and assigns:

Section 1. Permittee shall protect, indemnify and save harmless the Township and its officers, employees and agents from any and all suits, actions, claims, demands, losses, expenses and costs of every kind and nature, incurred by, or asserted or imposed against the Township and its officers, employees and agents which arise out of the grant to the Permittee of a Permit allowing the buses of Permittee to utilize the Township right-of-way and bridge structure known as the Rudolph Dininni Bridge including, but not limited to, personal injuries or damages to vehicles of third parties involving the Permittee’s buses. The Township shall give Permittee timely notice and shall forward to Permittee every demand, notice, summons or other process received with respect to any claim or legal proceeding within the purview hereof.

Section 2. Full performance of all conditions and covenants in this Indemnification upon the terms satisfactory to the Township is an express condition precedent to the issuance of the Permit. It is hereby acknowledged that the Township will not accept substantial compliance with the terms and conditions of this indemnification by the Permittee. Inaction or lapse of time shall not constitute a bar to revocation of the permit or bar the pursuit of any legal or equitable remedy available to the Township in any court or administrative tribunal of competent jurisdiction.

Section 3. Permittee agrees to notify in writing, within ten (10) days, by certified mail to the Township Administrator, 599 Eisenhower Boulevard, Harrisburg, PA 17111 of any and all claims made against the Permittee which pertains to the subject of the Permit.

Section 4. Permittee, upon request of the Township, shall defend, or pay and provide for the reasonable cost of such defense, including reasonable attorney’s fees, the Township, its officers, employees and agents, against any claim, either as an original or as an additional defendant, with respect to the subject of the indemnity contained herein, whether such claim is rightfully or wrongfully brought or filed. The Permittee hereby waives any and all rights to join the Township as an additional defendant in any action arising as a result of the grant of the Permit or as the result of any loss or damage that is the subject of the Permit.

Section 5. Notwithstanding the foregoing provisions, the Permittee agrees that the Township may employ or provide attorneys of its own selection to appear and defend any claim on behalf of the Township, at the Permittee’s sole cost and expense.

Section 6. The Permittee agrees to reimburse the Township for any necessary expenses, attorney's fees or costs incurred in the enforcement of any part of this indemnity within thirty (30) days after receiving written notice that the Township has incurred them.

Section 7. If any Section of this Indemnification is found to be invalid by any court of competent jurisdiction, such finding shall not render the rest of this Indemnification invalid.

Section 8. The parties acknowledge that the Indemnification between the Township and Capital Area Transit a/k/a CAT dated October 12, 2005 (the "CAT Indemnification"), is hereby replaced in its entirety by this Indemnification. Said CAT Indemnification shall be terminated upon execution of this Indemnification by the parties. Upon such execution, all provisions of the CAT Indemnification are hereby superseded in their entirety and replaced herein and shall have no further force or effect.

Section 9. Nothing contained in this Indemnification shall confer a third party beneficiary right of action upon any person whatsoever and nothing set forth in this entire Indemnification shall be construed so as to confer upon any person or entity other than the Township, its officers, employees and agents, any right of action under this Indemnification or in any manner whatsoever; specifically this Indemnification shall not constitute, nor be construed by any court of law that constitute a waiver by the Township of any governmental immunity, particularly any immunity provided pursuant to 42 Pa. C.S.A. Section 8451 et seq.

IN WITNESS WHEREOF, the undersigned its hand and seal this ____ day of _____, 2024.

WITNESS:

**SUSQUEHANNA REGIONAL
TRANSPORATION AUTHORITY, A/K/A
SRTA**

By: _____

CPTA Act 44 Transit Performance Review Action Plan -April 2024

Actions to Increase Passengers / Revenue Hour	CPTA Action Plan	Progress Report Update(s)
1. Assess alternative transportation options for southern York County as part of the next TDP update.	CPTA anticipates a TDP update in 2022. Based on the outcome of the TDP update, rabbittransit will prepare a pilot funding application that will be submitted to PennDOT should opportunities be identified.	No significant changes or updates since previous reporting.
2. Continue to work with municipalities experiencing population growth and new commercial development to include a CPTA review of proposed site development plans.	CPTA is heavily engaged in local and regional planning organizations and has recently been a working member of PPTA’s “Build a Better Bus Stop” Project which worked to prepare transit oriented development language for agencies to revise and tailor to their regional needs. Further, CPTA seeks to continue efforts to find third-party funding partners as state and federal resources don’t allow for adequate source expansions.	Ongoing. Increasing involvement in Transportation Impact Studies (TIS) and Highway Occupancy Permit (HOP) review with comments. Efforts have been expanded to incorporate new public right-of-way accessibility guidelines (PROWAG) guidance in decision making process.
Actions to Increase Operating Revenue / Revenue Hour	CPTA Action Plan	Progress Report Update(s)
1. Continue to monitor its fixed-route farebox recovery and maintain a satisfactory fare recovery level.	CPTA does maintain and monitor farebox recovery and will evaluate a potential change in fare and farebox collection policy. Special consideration will need to be given for pandemic / post-pandemic consumer needs and ability to pay. It is worth noting that this element may see significant updates with the coordination of CAT and rabbittransit services.	No significant changes or updates since previous reporting.
Actions to Contain Operating Costs / Revenue Hour	CPTA Action Plan	Progress Report Update(s)
1. Develop a more detailed strategic IT plan that defines desired IT specifications, interdepartmental information flow, and an investment plan.	CPTA requests assistance from PennDOT in the providing of templates, a framework, or technical expertise in the development of such a plan with consideration given to the coordination of CAT and rabbittransit services in terms of timeline factors.	No significant changes or updates since previous reporting.

CPTA Act 44 Transit Performance Review Action Plan -April 2024

<p>2. Update its cost allocation plan to equitably assign costs across divisions, including other service lines like non-public transportation, CAT management, and 4Ride.</p>	<p>The authority will evaluate this recommendation, but has not identified any compelling reasons that the current model is not effective. CPTA's current model does allocate costs across divisions, including non-public transportation, but does not for fee for non-direct transportation services under an agreement such as the CAT management and 4Ride agreements CPTA would request PennDOT to provide expanded guidance to direct efforts.</p>	<p>Closed as of January 2024, per PennDOT approval.</p>
<p>3. Develop standards and monitor mechanic efficiency for routine tasks.</p>	<p>Preliminarily anticipate deployment of new maintenance software in early 2022. CPTA is in the process of drafting a procurement for a new maintenance software. Further, CPTA will identify in the required scope of work or functionality evaluation the capability of the system to meet monitoring and reporting needs.</p>	<p>As of March 2024, SRTA Maintenance has identified 85 routine maintenance tasks and defined Standard Repair Times for our Ford paratransit vehicles. These will soon be assigned within the maintenance software for utilization.</p>
<p align="center">Other Actions to Improve Overall Performance</p>	<p align="center">CPTA Action Plan</p>	<p align="center">Progress Report Update(s)</p>
<p>1. Implement a formal capital planning process agency-wide that it can use to identify and prioritize CPTA's short and long-term capital needs.</p>	<p>Preliminarily anticipate deployment in FY2021-2022 planning cycle. The authority does have a formal capital planning process in place, but recognizes the reviewer recommendation to expand this with CAT services in mind.</p>	<p>No significant changes or updates since previous reporting.</p>

Current and Future Procurement Projects

Name	Type	Released	Questions Due	Bid/ Proposal Due	Contract Start	Value	Notes	Notes
TASK ORDER - CAMERON STREET BUS SHELTER	Task Order					\$ 8,000.00	Design	
20220331 - Cameron Shelter	IFB	TBD				TBD	KCI design and solicitation	
20220428 - York Transfer Center Call Box	Small Quote					\$ 12,000.00	Need quotes for concrete cutting and repour	
20221019 - Dauphin Service Truck	Small Quote					\$ 120,000.00		Waiting on Dealer Availability
20230302 - Remote Site WiFi	RFP	5/19/2023	6/12/2023	6/26/2023	No Proposals	\$ 60,000.00	Need information for Franklin County Now	
20230313 - Systemwide Radio Upgrade	TBD					\$ 1,800,000.00		
20230316 - Zarfoss Door Repairs	TBD					\$ 35,000.00		
20230511 - PTASP Software	RFP	9/25/2023	11/6/2023	12/11/2023	TBD	\$ 194,600.00		FACILITIES-2024-0111
20230517 - York Boardroom Tech Upgrade	TBD					TBD	Need Information	No Grant Money Available
20230609 - Lemoyne Bus Shelter (Site Construction)	RFQ					\$ 30,000.00	Waiting on Engineer/Project Manager	
20230616 - Locust Lane ADA Access	RFQ					\$ 60,000.00	Waiting on Project Manager	
20230726 - Fare Box Replacement	RFP	2/22/2024	2/14/2024	4/10/2024	6/3/2024	\$ 2,282,000.00		
20230807 - Renewable Natural Gas	RFP					TBD		
20230811 - York AC Machine	TBD					\$ 13,600.00		YORK-2024-1713
20230919 - Vanpool Pilot 2023	RFP	1/30/2024	2/22/2024	3/14/2024	7/1/2024	\$ 100,000.00		
20231024 - System Wide Software Process	RFP	12/14/2023	1/5/2024	2/12/2024	TBD	\$ 110,000.00	Waiting on Proposal Scoring - New Project Manager	
20231110 - Training Material	TBD					TBD		
20231113 - Safety Training Devices	TBD					TBD		
20231113 - System Wide AED Devices	TBD					\$ 8,765.00		
20231116 - Facilities Trailer Purchase	Small Quote					\$ 10,000.00		
20231211 - System Wide Para Subcontractors	IFB	1/16/2024	2/14/2024	3/22/2024	4/29/2024	Unknown		Operating
20240109 - Engineering RFP	RFP	2/2/2024	2/2/2024	3/21/2024	5/31/2024	TBD		
20240112 - W. Milton Facility	TBD	TBD				TBD		
Task Order 6 - Cameron Street Power Quality Study	Contract					\$ 8,827.00		FACILITIES-2024-0074
20240123 - Vehicle Video Displays	Sole Source					\$ 77,854.00	Waiting on Vehicle/County breakdown for PO	YORK-2024-1694
20240129 - MTS HVAC Maintenance	Small Quote					\$ 4,700.00		
20240213 - Gasoline Purchase	IFB	2/20/2024	3/6/2024	3/20/2024	4/1/2024	\$ 1,657,843.00		
20240215 - York Transfer Center Sewerage Pump	Micro Purchase					\$ 14,187.00		FACILITIES-2024-0081
20240229 - Computer-Communication Expansion	TBD					TBD	Waiting on Project Manager	
20240301 - York Maintenance Vise	Micro Purchase					\$ 2,440.00		
20240304 - York Shelter Replacement	Small Quote					\$ 10,200.00		FACILITIES-2024-0090
20240306 - Dauphin Server MiniSplit Replacement	Small Quote					\$ 9,296.00		20240306 - Dauphin Server MiniSplit PO FACI
20240308 - Franklin - Cumberland WiFi	TBD					TBD		
20240308 - MTS-Zarfoss Security Consulting	TBD					TBD		
20240315 - Zarfoss Fire Pump	Contract					\$ 3,500.00		
20240320 - Remote Video Surveillance	TBD					TBD		
20240326 - HVAC Maintenance	IFB					TBD		
20240326 - York Call Boxes	TBD					TBD		
20240409 - Security Staffing	TBD					TBD		
In Process Total						\$ 6,632,812.00		

Current Projects