# **SRTA**

## SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

**DATE:** August 28, 2025

TIME: 10:00 AM

PLACE: 415 N. Zarfoss Rd. York PA

A Zoom option will also be offered.

Public may participate at Cameron Street or Zarfoss Drive Locations.

PURPOSE: August 2025 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 July 24, 2025 (Pages 4-7)
- 5. Communications
- 6. Treasurer's Report
- 7. Old Business
- 8. New Business
  - RESOLUTION 2530 AUTHORIZING CONTRACT FOR MICROTRANSIT SUPPORT AND SOFTWARE (Pages 8-9)
  - RESOLUTION 2531 SRTA CHECK SIGNATORY APPROVAL (Pages 10-11)
  - RESOLUTION 2532 APPROVING AN UPDATE OF THE RECORD RETENTION AND DESTRUCTION POLICY (Pages 12-16)
  - RESOLUTION 2533 ACCEPTANCE OF TITLE VI FARE EQUITY ANALYSIS (Pages 17-20)
  - RESOLUTION 2534 APPROVING AGREEMENT OF DGS SALE AND AUTHORIZING EXECUTION OF DOCUMENTS FOR DGS PROPERTY (Pages 21-31)
  - RESOLUTION 2535 APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERARTION AGREEMENT WITH THE CITY OF HARRISBURG (Pages 32-39)
- 9. Future Procurements (Page 40)
- 10. Staff Report

- 11. Executive Session
- 12. Adjournment

Thursday, September 25, 2025 at 901 N. Cameron St. Harrisburg PA 10:00AM – SRTA Board Meeting **Next Meeting:** 

## Federal Fiscal Year 2026 Proposed Program of Projects

The Susquehanna Regional Transportation Authority (SRTA), in fulfillment of requirements to receive financial assistance from the Federal Transit Administration (FTA), has developed and is announcing the activities for which Federal assistance is sought. SRTA is the designated recipient of FTA formula funds.

FFY 2026 Program of Projects						
York UZA						
5307 Operati	ng	\$	13,069,660			
5307 Capital						
	Rolling Stock	\$	1,672,576			
	Fare System	\$	543,391			
5339 Capital						
	Rolling Stock	\$	1,183,703			
Hanover UZ	Λ					
		ф.	400.000			
5307 Operating		\$	400,000			
5307 Capital		\$	1,195,988			
	Rolling Stock	Φ	1,195,966			
Chambersb	urg UZA					
5307 Operating		\$	1,142,944			
Harrisburg l	JZA					
5307 Operati	ng	\$	3,542,353			
5307 Capital	5307 Capital					
	Rolling Stock	\$	5,602,702			
Main	tenance Equip	\$	835,790			
	Fare System	\$	2,521,000			
5339 Capital						
	Rolling Stock	\$	3,550,620			

This proposed program of projects is in conformance with the comprehensive land use and transportation planning in this area and has been included in the Transportation Improvement Plan (TIP). The proposed program of projects will constitute the final program if there are no changes.

Citizens, private transportation providers, and local elected officials may review and provide written comments on the Program of Projects. These written comments should be addressed to the Susquehanna Regional Transportation Authority, Attention Program of Project, 901 N. Cameron Street, Harrisburg, PA, 17101, or by email at <a href="mailto:info@rabbittransit.org">info@rabbittransit.org</a> and must be received by 4:00 PM, prevailing time, September 19, 2025.

The Susquehanna Regional Transportation Authority will hold a Public Hearing on its Program of Projects on September 25, 2025, at 10:00 AM, prevailing time at the rabbittransit administration building, 901 North Cameron Street, Harrisburg. PA 17101

## MINUTES OF SRTA BOARD MEETING

July 24, 2025

Present were board members: Diane Bosak, Eric Bugaile, Jason Graves, Carrie Gray, Rich Kotz, Keith Martin, Raymond Rosen, Kirk Stoner, Tom Wilson, LaToya Winfield Bellamy and Jill Nagy, Counsel, was also present.

Guests and Administrative Staff Members present included: Steve Baldwin, Rich Farr, Brian Gillette, Nicole Hansen, Bev Hockenberry, David Juba, Jamie Leonard, Eric Maguire, Trevor Manahan, Jenna Reedy, Joseph Schneider, Bill Shaw, Felicia Trujillo, Sherry Welsh, Jason Wolfgang.

## **CALL TO ORDER**

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

## CHANGES OR MODIFICATIONS TO THE AGENDA

There were no modifications to the Agenda.

## PUBLIC COMMENT

There was no public comment.

## APPROVAL OF MINUTES

Motion to approve the May 29, 2025 meeting minutes was raised by Raymond Rosen, seconded by Tom Wilson, and passed unanimously.

## COMMUNICATIONS

There were no communications.

#### TREASURER'S REPORT

Steve Baldwin presented details on the June 2025 Financial Statement and Statistical Notes. He noted the following highlights:

- RIDERSHIP: Year-to-date comparisons to the prior year are as follows:
  - Fixed Route ran a 1.0% increase over last year.
  - Paratransit had a 4% increase over last year.
  - Commuter Express experienced a 1.0% decrease from last year.
  - Microtransit's ridership was a 20% increase compared to the same time last year.
- <u>REVENUE</u>: During Fiscal Year 2025, the Authority's revenue exceeded the approved budget by \$467,000, reflecting conservative budgeting assumptions that underestimated actual revenue performances.

- <u>EXPENSES</u>: Year-to-date Total Expense is \$463,000 more than budgeted, primarily due to a state-mandated change regarding Software as a Service (SaaS) expenditure. Under the new guidelines, SaaS costs that were previously classified and budgeted as capital expenditures must now be treated as operating expenses. This reclassification represents a change in funding category, rather than an increase in actual spending levels.
- Unfilled positions decreased by 3 during the month to 53 total vacancies. The Authority was able to reduce open posi8ti8ons by 22 (29%) during Fiscal Year 2025.
- <u>RESERVES</u>: The Authority has 131 days cash on hand as of the end of June. The Authority is in the final step, with federal partners to secure the release of planned operating grant funds that will restore days of cash on hand to the 180-day target.
- LINE OF CREDIT: There were no draws on the organization's line of credit.
- <u>CAPITAL EXPENDITURES (over \$50,000)</u>: The capital expenditures over \$50,000 this month are listed below.

Milton Facility \$248,000
 Revenue Vehicle \$154,239
 Fare Collection System \$421,982

The Board continues to express concern regarding the City of Harrisburg's delay in releasing the required Act 44/89 local match funds. The City was billed for the first quarter on January 28, 2025, and for the second quarter on April 1, 2025; however, these funds have not yet been received. This matter remains a high priority for the Authority.

The Board also discussed how rabbittransit certifies to PennDOT that the Authority has secured local match while collections are delayed. It was noted that certification is based on the annual commitment letters received from funding partners for both operating and capital projects. At the same time, the Board emphasized that resolutions clearly state local match must be collected before project expenses are incurred.

The Board reiterated its concern about maintaining full compliance with State regulations and directed that this issue continue to be monitored closely.

Motion to approve the Treasurer's Report was raised by Kirk Stoner, seconded by Jason Graves and passed unanimously.

## OLD BUSINESS

There was no old business.

## **NEW BUSINESS**

RESOLUTION 2522 – APPROVING THE REVISION OF THE SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY EMPLOYEE HANDBOOK

Motion to approve was raised by Tom Wilson seconded by Jason Graves and passed unanimously.

RESOLUTION 2523 - ADOPTING THE STRATEGIC PLAN FOR FISCAL YEARS 2025-2028

Motion to approve was raised by Raymond Rosen seconded by Tom Wilson and passed unanimously.

RESOLUTION 2524 – PUBLIC TRANSPORTATION CAPITAL APPLICATION (PTCA) BOARD RESOLUTION TO FILE APPLICATION AND TO CERTIFY LOCAL MATCH

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

RESOLUTION 2525 – LOCAL TRANSPORTATION ORGANIZATION RESOLUTION CERTIFYING THE LOCAL MATCH FOR STATE OPERATING FINANCIAL ASSISTANCE

Jason Graves moved to approve the motion, which was seconded by Tom Wilson, noting that Local Matching Funds are still not met. The motion passed unanimously.

RESOLUTION 2526 – APPROVAL TO EXECUTE A ONE-YEAR RIGHT OF WAY AGREEMENT WITH LUMEN ON THE CUMBERLAND VALLEY RAILROAD BRIDGE

Motion to approve was raised by Tom Wilson seconded by Jason Graves and passed unanimously.

RESOLUTION 2527 - CONTRACT AWARD FOR ZARFOSS HEATER REPLACEMENT

Motion to approve was raised by Kirk Stoner seconded by Raymond Rosen and passed unanimously.

RESOLUTION 2528 – RENEWAL OF AGREEMENT WITH SHIPPENSBURG UNIVERSITY, SHIPPENSBURG UNIVERSITY STUDENT SERVICES, INC., AND SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

Motion to approve was raised by LaToya Winfield Bellamy seconded by Tom Wilson and passed unanimously.

RESOLUTION 2529 - AUTHORIZING CONTRACT FOR TRANSIT VEHICLE INSPECTION

Motion to approve was raised by Raymond Rosen seconded by LaToya Winfield Bellamy and passed unanimously.

Rich Farr reviewed the Program of Projects Fiscal Year 2026.

## STAFF REPORT

Rich Farr presented the following staff updates:

 Staff is currently evaluating the Express service brand and the challenges it creates in service delivery. A goal is to have a standard fleet of interchangeable buses.

- Staff will present a resolution to authorize the retention of records in accordance with the established file retention policy.
- A resolution will be presented to the Board authorizing the Executive Director to sign checks for upcoming construction projects that exceed the current threshold, in order to ensure timely compliance with contractual payment terms.

## **ADJOURNMENT**

The next scheduled Board of Directo	ors meeting will take place	on August 28, 2025	at 10:00 AM at
415 N. Zarfoss Dr., York.			

The meeting adjourned at 11:22A	M.	
Respectfully Submitted,		
Thomas Wilson Secretary		

## **RESOLUTION 2530**

# AUTHORIZING CONTRACT FOR MICROTRANSIT SUPPORT AND SOFTWARE

WHEREAS, the Susquehanna Regional Transportation Authority (SRTA) has a need for administrative service and software to facilitate rider booking, fare tracking, routing, and scheduling functions for the Stop Hopper microtransit service; and,

WHEREAS, SRTA determined that a Request for Proposals (RFP) was the most beneficial method to determine the replacement software vendor; and,

WHEREAS, SRTA developed and issued a RFP on April 23, 2025, with submissions due by June 2, 2025, in accordance with Federal and Commonwealth procurement requirements; and,

WHEREAS, SRTA received and evaluated five (5) responsive, responsible, and qualified firms using predetermined scoring criteria; and,

WHEREAS, three (3) firms RideCo US, Inc., Via Mobility, LLC., and Spare Labs, Inc. scored such that they were invited for interviews and product demonstrations. The three (3) presentations were scored by predetermined criteria with these scores being added to the Proposal scoring results; and,

WHEREAS, Spare Labs, Inc. had the highest combined score and was asked to provide a Best and Final Offer (BAFO) response with more favorable Milestone target dates and costs, which was compared to the SRTA Independent Cost Estimate and determined to be mutually beneficial; and,

NOW, THEREFORE BE IT RESOLVED by the Board of Directors that SRTA is authorized to award a contract to Spare Labs, Inc, to provide support services and software for Microtransit administration, with a total maximum Contract value of Three-Hundred, Seventy-Seven Thousand, Four-Hundred, Twenty Dollars and Zero Cents (\$377,420.00).

# 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 August 28, 2025.

attest:		
	Thomas Wilson,	Eric Bugaile
	Secretary	Chairman

## **FACT SHEET**

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## **Proposal and Interview Scores**

nidd	Total	Overall	
Bidder	Points	Percentage	
RideCo	1,243	77.69%	
Spare Labs	1,279	79.94%	>
Via Mobility	1,146	71.63%	
Average	1,223	76.42%	

Total Available Points 1,600

- Five (5) year contract
  - o Riders need to download a new application
  - Existing rider information and data will be transferred to the new software solution
  - Spare Labs, Inc. to provide training and on-going marketing materials and support
  - Training of dispatchers
  - o Training for SRTA administrative staff
- Initial Proposers
  - o Via Mobility, LLC. (Incumbent)
  - The Routing Company
  - o RideCo. US, Inc.
  - HBSS Connect Corporation
  - Spare Labs, Inc.
- 2024 Ridership
  - o 5,987 Average Riders Monthly
  - o 71,838 Total Riders

#### **RESOLUTION 2531**

## ESTABLISHING SIGNATURE REQUIREMENTS FOR AUTHORITY CHECKING ACCOUNTS

WHEREAS, the Susquehanna Regional Transportation Authority (SRTA) desires to ensure proper use of public funds while maintaining a control process with review and segregation of duties; and.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Susquehanna Regional Transportation Authority, that the following be resolved:

- 1. Only those individuals authorized by the Board and documented with signature cards for the SRTA Bank Accounts as Authorized Signatories may sign any SRTA check.
- 2. For checks drawn on SRTA's accounts, signature requirements are as follows:
  - a. One Authorized Signature for amounts up to \$25,000
  - b. Two Authorized Signatures for amounts above \$25,000 but below \$75,000
  - c. Two Authorized Signatures one being the Executive Director or CFO, for amounts above \$75,000 but below \$150,000
  - d. Two Authorized Signatures including One Authorized Board Member for amounts above \$150,000
  - e. For expenses related to employee benefits, insurance payments, utility payments, subcontractor payments and fuel payments, two authorized signatures are required
- 3. The SRTA Board of Directors authorizes the Executive Director and Chief Financial Officer to execute any and all documents necessary to make available plan benefits for eligible employees.
- 4. Additional Authorization for Capital Projects

For expenditures directly related to the following capital projects, two authorized signatures shall be required, one of which must be the Executive Director:

- a. Capital Region Maintenance and Operating Facility
- b. Carlisle Ritner Road Facility
- c. Milton Facility
- d. Lemoyne Transfer Center Construction

All such expenditures shall be documented and noted in the SRTA monthly financial reports to the Board of Directors.

5. In the event any portion of this Resolution is contrary to law, all remaining portions of the Resolution shall remain in full force and effect.

# 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 August 28,
2025.

attest:	
Thomas Wilson	Eric Bugaile
Secretary	Chairman

### **RESOLUTION 2532**

## APPROVING AN UPDATE OF THE RECORD RETENTION AND DESTRUCTION POLICY

WHEREAS, the Authority recognizes that the Pennsylvania Open Records Law requires various procedures concerning record retention, record destruction and document requests; and,

WHEREAS, the policy was established by Resolution 2010 which addressed the issues of record retention and record destruction and incorporated the timeframes and procedures for retention as established by the Pennsylvania Museum Commission; and,

WHEREAS, the policy is being modified for the inclusion of a standing Retention and Destruction Schedule which will provide the Executive Director, or their designee, with the authority to destroy records listed in the schedule once their retention periods have been met, thereby eliminating the need for case-by-case Board approval;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Susquehanna Regional Transportation Authority in consideration of the Municipal Records Act and the policies established by the Pennsylvania Museum Commission that the Record Retention and Destruction policy modification be adopted.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the records noted be approved for destruction.

## **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 August 28, 2025.

Attest:	
Thomas Wilson	Eric Bugaile
Secretary	Chairman

### **FACT SHEET RESOLUTION 2532**

## APPROVING AN UPDATE OF THE RECORD RETENTION AND DESTRUCTION POLICY



POLICY TITLE: RECORD RETENTION AND DESTRUCTION POLICY

Effective Date: February 24, 2022

## **PURPOSE**

The Susquehanna Regional Transportation Authority (SRTA), a municipal authority, recognizes that the Pennsylvania Open Records Law requires various procedures concerning record retention, record destruction and document requests. This policy addresses the issues of record retention and record destruction and incorporates the timeframes and procedures for retention as established by the Pennsylvania Museum Commission. The Museum Commission Retention Disposition Policy requires that each individual municipality establish their own individual policies concerning the retention and destruction of electronic mail. This policy shall apply to all departments of the Authority including maintenance, administration personnel files and any other documents necessary for the operation of the Authority.

## **POLICY**

The following will provide guidance for SRTA Board Members and Staff on how to efficiently and effectively manage its record retention and destruction processes.

- Section 1. <u>Open Records Officer</u>. The Authority's Open Records Officer as established through the Authority's Open Records Policy shall be charged with the management of the document retention and document destruction policy.
- Section 2. <u>Museum Commission Procedures</u>. The Authority hereby adopts the standards, procedures and definitions regarding record retention and destruction as established by the Museum Commission. A copy of said Museum Commission Schedule and Provisions shall be available at the Authority.
- Section 3. <u>Electronic Mail</u>. The employees and Board Members of the Authority understand that emails to the Authority's designated office email addresses may be public documents pursuant to the Open Records Law and therefore are subject to this resolution as follows:
  - A. This policy shall pertain to all messages that are sent to the Authority- provided email addresses as well as personal emails that are used for municipal business. All email addresses that are used for municipal business by either Board members or employees shall be recorded and filed with the Open Records Officer to ensure that the provisions of this Resolution are maintained.
  - B. Once a year the Authority shall purge its computer system of public records that have met or exceeded required deadline and when there has been a determination as to the nature of said emails.

- C. Pursuant to Museum Commission standards email messages and attachments that meet the definition of records shall be disposed of in accordance with applicable law and records retention and disposition schedules approved by schedule set forth herein. Email messages and attachments that do not meet the definition of records should be deleted immediately.
- D. Emails shall be retained in a manner consistent with the Museum Commission's policy including categorizing of emails in electronic storage.
- E. All emails which are addressed to and are sent from Authority email addresses shall be the property of the Authority. Personal emails shall be utilized only pursuant to the Authority's email policy.
- F. Email messages, in and of themselves, are not a single record series. Retention and disposition of email messages depends on the function and content of the individual message.
- Section 4. <u>Legal and Administrative Records</u>. The time period for retention for all records that fall into this category shall be retained pursuant to the time frames set forth in the Museum Commission policy. This shall include such issues as bylaws, bids and proposals, minutes and agendas.
- Section 5. Destruction Requirement. Staff will be permitted to destroy records that are no longer necessary and that meet the retention and destruction schedule in appendix A of the policy.

  Any record not listed in this schedule requires prior Board approval by resolution before destruction. Every six Months the Board shall entertain destruction of records with regard to those records no longer necessary at the Authority pursuant to the time frames established by this Resolution. Destruction shall be established by Resolution. Section 6. Destruction Procedure. Destruction of documents shall take place through shredding, burning or destruction performed by a selected document destruction company as contracted with the Authority.
- Section 7. <u>Litigation Documents</u>. No documents that are necessary for litigation shall be destroyed, despite the expiration of time frames established under this Resolution, until appropriate based upon the status of litigation.

  In the event that attorneys for the Authority retain original documents for purpose of litigation, the Authority shall catalog the documents supplied to Counsel in order to address public requests for documentation whether or not such documents may constitute a public document pursuant to the Authority's Right to Know Resolution.

  In the event documents are redacted for purposes accommodating a request for documents pursuant to the Open Records Resolution, an original copy shall be maintained in the original file at the Authority.
- Section 8. <u>Limitation on Applicability</u>. This policy shall apply solely and exclusively to retention and destruction policies. Issues pertaining to public availability shall be governed by the Open Records Resolution. However, such Open Records policies shall be limited to documents maintained for the time frames as established by this policy.
- Section 9. Retroactivity. This Resolution shall apply to all documents currently stored by the Authority and shall apply to all documents hereinafter created.
- Section 10. <u>Electronic Data storage and Video/Telephone Systems.</u> This policy recognizes that many systems now operate on digital storage. Most have a limit to the capacity of what can be stored. Any system that operates on a system that rewrites over itself will have limited record storage capabilities. Those records will not be maintained beyond the data space available.

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NOTE: SRTA is required to follow the Federal Freedom of information Act and the Federal Records Act. The

PHMC record retention requirements are equal to, or more strict than the federal requirements.

## Appendix A

## **Retention and Destruction Schedule**

## **Accounting/Finance Department**

- Receipt Books: Retain 7 years; destroy after audit clearance.
- Redeemed Paratransit Paper Tickets: Retain 3 years; destroy thereafter.
- Payroll Records: Retain 7 years; destroy thereafter.
- Office Invoices: Retain 7 years; destroy thereafter.
- Fuel Slips: Retain 3 years; destroy thereafter.
- Para Fare Envelopes: Retain 3 years; destroy thereafter.

## **Human Resources/Safety Department**

- **Termination Files:** Retain 7 years from termination date; destroy thereafter.
- Interview Notes: Retain 3 years; destroy thereafter.
- Accident and Incident Reports: Retain 7 years; destroy thereafter.
- Employee Insurance Information: Retain 7 years; destroy thereafter.

## **Operations/Maintenance Department**

- ODR Books: Retain 7 years; destroy thereafter.
- Maintenance Copy of Driver ODR: Retain 7 years; destroy thereafter.
- **Driver Manifests:** Retain 5 years; destroy thereafter.
- MATP Mileage Reimbursement Records: Retain 7 years; destroy thereafter.
- **Trip Sheets:** Retain 5 years; destroy thereafter.
- ODR/DVIRs: Retain 7 years; destroy thereafter.
- Maintenance PM Reports: Retain 7 years; destroy thereafter.

### **RESOLUTION NO. 2533**

## **ACCEPTANCE OF TITLE VI FARE EQUITY ANALYSIS**

WHEREAS, the Susquehanna Regional Transportation Authority (SRTA) is a recipient of federal funding primarily from the Federal Transit Administration (FTA); and,

WHEREAS, consistent with Title VI of the Civil Rights Act of 1964 and guidance per FTA's Circular 4702.1B, SRTA is committed to:

- Providing services without regard to race, color, or national origin,
- Promoting the full and fair participation of affected populations in transit decision making,
- Preventing denial, reduction, or delay in benefits related to programs and activities that benefit minority or low-income populations; and,

WHEREAS, in accordance with its Title VI Program, SRTA conducted an equity analysis to assess the impact of the proposed modification in fare rates and media types for fixed route, commuter bus, and microtransit services as a major fare change; and,

WHEREAS, SRTA's equity analysis took into account public comment as well as demographic assessment of affected service areas, with specific focus on Title VI protected groups including minority and low-income populations; and,

WHEREAS, SRTA's assessment did not identify any targeted disparate impact on minority populations or disproportionate burden on low-income populations; and,

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Susquehanna Regional Transportation Authority that, in accordance with Title VI of the Civil Rights Act of 1964, and associated SRTA Title VI Program, the agency is authorized to proceed with implementation of the proposed fare changes.

# 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, August 28, 2025.

Attest:		
Thomas Wilson	Eric Bugaile	
Secretary	Chairman	

#### **RESOLUTION NO. 2533**

### ACCEPTANCE OF TITLE VI FARE EQUITY ANALYSIS

## Fact Sheet:

- SRTA Board adopted Resolution 2516 in April 2025 approving SRTA staff to begin the process of a Title VI fare equity analysis for fixed route, commuter bus, and microtransit fares rates and media.
- SRTA has included, as Appendix A of this Resolution, a complete fare table.
- While not required as a modification or alternative under the definition of the Title VI program, SRTA incorporated the following changes to the original proposal based on public feedback:

## Changes to Proposal's Monthly Pass Rates:

- Reduction of the "Fixed Urban" monthly rate from \$60 to \$55 (-\$5).
- Reduction of the "Commuter" monthly rate from \$132 to \$120 (-\$12).
- Reduction of the "Microtransit" monthly rate from \$82.50 to \$80 (-2.50).
  - Mitigates affordability concerns and consistency of 55 60% discount per equivalent ride of monthly rate.
  - Encourages ridership retention, which would have higher potential impact on funding than the benefit of corresponding fare collected.
  - Demonstrates responsiveness to the most commonly voiced concerns surrounding monthly-rate increase and impact on low-income or other disadvantaged populations.
  - Psychological improvements based on rounded or simplified rate values.
  - Reduction in the commuter monthly rate attempts to promote workforce utilization and growth in services with patterns of deteriorating or stagnant ridership.
  - Increases competitiveness with alternative options.

## Clerical Revision to Half-Fare:

- Removal of half-fare pricing for Microtransit.
  - Service is not classified in such a way that requires or encourages the implementation of half-fare in this mode. Proposal's inclusion of halffare for this item was in error and is thus struck from the final proposal.

## Incorporation of 11-Ride and 31-Day Student Rates:

- Original proposal does not include direct rate reference and points to reference of discounted adult rate. This remains true that the Student rates are dependent on a discount rate of 15% from the Adult equivalent 11-Ride and 31-Day passes for all fixed route services. This is shown in Appendix A how that applies currently.
- SRTA anticipates implementation of these proposed fare changes consistent with the deployment of the new fare collection system technology.

## rabbittransit - 2025 Fare Change Final Rates

Yellow Highlight Notes Changes From Original Proposal - Details in Fact Sheet

	Fare	Medium	York Fixed	FIXED URBAN
ш	Adult Base	Cash	\$1.60	\$2.00
	Half-Fare	Cash	\$0.80	\$1.00
ROUT	1-Ride	Stored Rides	\$1.50	\$1.80
	11-Ride	Stored Rides	\$15.00	\$18.00
FIXED	1-Day	Period Pass	\$4.50	\$5.25
Ή	31-Day Adult	Period Pass	\$42.00	\$55.00
YORK	31-Day Student*	Period Pass	\$35.00	\$47.00
×	Senior (65+)	Special	FREE	FREE
	Child w/ Fare Paying Adult	Special	FREE	FREE
	Transfers	Special	FREE	FREE

	Fare	Medium	CDH Fixed	FIXED URBAN
ш	Adult Base	Cash	\$1.80	\$2.00
	Half-Fare	Cash	\$0.90	\$1.00
ROUTI	1-Ride	Stored Rides		\$1.80
	11-Ride	Stored Rides	\$17.50	\$18.00
FIXED	1-Day	Period Pass	\$5.00	\$5.25
	31-Day Adult	Period Pass	\$49.00	\$55.00
CDH	31-Day Student*	Period Pass	\$35.00	\$47.00
O	Senior (65+)	Special	FREE	FREE
	Child w/ Fare Paying Adult	Special	FREE	FREE
	Transfers	Special	\$0.25	FREE

Fare	Medium	Gettysburg Fixed	FIXED RURAL
Adult Base	Cash	\$1.00	\$1.50
Half-Fare	Cash	\$0.50	\$0.75
1-Ride	Stored Rides		\$1.25
11-Ride	Stored Rides		\$12.50
1-Day	Period Pass	\$3.00	\$3.75
31-Day Adult	Period Pass	\$27.00	\$40.00
31-Day Student*	Period Pass		\$34.00
Senior (65+)	Special	FREE	FREE
Child w/ Fare Paying Adult	Special	FREE	FREE
Transfers	Special	FREE	FREE

Fare	Medium	Shippensburg Fixed	FIXED RURAL
Adult Base	Cash	\$1.30	\$1.50
Half-Fare	Cash	\$0.65	\$0.75
1-Ride	Stored Rides		\$1.25
11-Ride	Stored Rides		\$12.50
1-Day	Period Pass		\$3.75
31-Day Adult	Period Pass		\$40.00
31-Day Student*	Period Pass		\$34.00
Senior (65+)	Special	FREE	FREE
Child w/ Fare Paying Adult	Special	FREE	FREE
Transfers	Special	FREE	FREE

GETTYSBURG FIXED ROUTE

## rabbittransit - 2025 Fare Change Final Rates

	Fare	Medium	Microtransit	MICROTRANSIT
	Adult Base	Cash	\$2.00	\$2.50
_	Half-Fare	Cash		
RANSIT	1-Ride	Stored Rides	\$2.00	\$2.25
Ϋ́	11-Ride	Stored Rides		\$22.50
Š	1-Day	Period Pass		\$6.75
MICROTI	31-Day Adult	ay Adult Period Pass		\$80.00
2	Senior (65+)	Special	FREE	FREE
	Child w/ Fare Paying Adult	Special	FREE	FREE
	Transfers	Special	FREE	FREE

	Fare	Medium	Harrisburg Commuter	er COMMUTER		
TER	Adult Base	Cash	\$2.75	\$4.00		
⋛	Half-Fare	Cash				
COMMUTER	1-Ride	Stored Rides		\$3.60		
8	11-Ride	Stored Rides	\$27.50	\$36.00		
HARRISBURG	1-Day	Period Pass		\$9.00		
SBC	31-Day Adult	Period Pass	\$77.00	\$120.00		
ZZ .	Senior (65+)	Special		FREE		
Ħ	Child w/ Fare Paying Adult	Special	FREE	FREE		
_	Transfers	Special	\$0.25	FREE		

Fare	Medium	EXPRESS North	COMMUTER
Adult Base	Cash	\$3.50	\$4.00
Half-Fare	Cash		
1-Ride	Stored Rides		\$3.60
11-Ride	Stored Rides	\$31.00	\$36.00
1-Day	Period Pass		\$9.00
31-Day Adult	Period Pass	\$95.00	\$120.00
Senior (65+)	Special	FREE	FREE
11-Ride 1-Day 31-Day Adult Senior (65+) Child w/ Fare Paying Adult	Special		FREE
Transfers	Special	FREE	FREE

Fare	Medium	EXPRESS South	COMMUTER
Adult Base	Cash	\$5.00	\$4.00
Half-Fare	Cash		
1-Ride	Stored Rides		\$3.60
11-Ride	Stored Rides	\$50.00	\$36.00
1-Day	Period Pass		\$9.00
31-Day Adult	Period Pass	\$136.00	\$132.00
Senior (65+)	Special	FREE	FREE
Child w/ Fare Paying Adult	Special		FREE
Transfers	Special	FREE	FREE

## **RESOLUTION NO. 2534**

# APPROVING AGREEMENT OF DGS SALE AND AUTHORIZING EXECUTION OF DOCUMENTS FOR DGS PROPERTY

WHEREAS, the Susquehanna Regional Transportation Authority (SRTA) has been presented with an Agreement of Sale between the Commonwealth of Pennsylvania, acting through the Department of General Services, and the Authority, for the purchase of certain real property located at 1101 State Street, Harrisburg, Pennsylvania, consisting of approximately 2.857 acres and improvements thereon (the "Premises"), as more fully described in the Agreement of Sale; and,

WHEREAS, the Board of Directors has reviewed the terms and conditions of said Agreement of Sale and finds it to be in the best interests of the Authority to approve the purchase of the Premises for the purchase price of Three Hundred Forty Thousand Dollars (\$340,000.00); and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Susquehanna Regional Transportation Authority as follows:

- 1. The Agreement of Sale between the Commonwealth of Pennsylvania, Department of General Services, and the SRTA for the purchase of the Premises located at 1101 State Street, Harrisburg, Pennsylvania, for the purchase price of \$340,000.00, is hereby approved.
- The Executive Director is hereby authorized and directed to execute the Agreement of Sale and all documents necessary or appropriate to complete the purchase of the Premises, including but not limited to settlement documents, deeds, certifications, and closing statements, in consultation with the Authority's solicitor.
- 3. All expenditures related to the purchase shall be reported to the Board of Directors in the monthly financial reports.

# 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 August 28, 2025.

attest:		
	Thomas Wilson	Eric Bugaile
	Secretary	Chairman

## **AGREEMENT OF SALE**

This agreement of sale, dated	, is	between	the	Commonwe	ealth	of
Pennsylvania, acting through the Department of Gener	al S	ervices, an	d Su	squehanna F	Region	nal
Transportation Authority.						

Act 12 of 2025 authorizes the Department of General Services to convey title to the former Pennsylvania Department of Transportation Materials Testing Lab property.

The parties wish to set forth the terms and conditions under which Buyer will purchase the Premises from Seller.

The parties, intending to be legally bound, agree as follows:

## 1. **Definitions**.

- a. "ACH" means the Automated Clearing House, which is an electronic fundstransfer system managed by the National Automated Clearinghouse Association.
- b. "**Buyer**" means Susquehanna Regional Township Authority, 901 N. Cameron Street, City of Harrisburg, Dauphin County, Pa. 17101.
- c. "Eminent Domain" means the inherent power of a governmental entity to take privately owned property, especially land, and convert it to public use, subject to a reasonable compensation for the taking.
- d. "Legal Description" means the metes and bounds attached as Exhibit A
- e. "Premises" means the property consisting of 2.857 acres more or less, and buildings known as the former Pennsylvania Department of Transportation Materials Testing Laboratory, located at 1101 State Street, City of Harrisburg, Dauphin County, PA 17101, Tax Parcel I.D. #08-031-001 as shown in the attached plan, marked as Exhibit B.
- f. "Purchase Price" means the monetary amount paid by Buyer to Seller for purchase and transfer of the Premises.
- g. "RTKL" means The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104.
- h. "Seller" means the Commonwealth of Pennsylvania, Department of General Services, 515 North Office Building, Harrisburg, Pa. 17125.

- i. "Settlement" means the final transaction between Buyer and Seller for the conveyance of the Premises, at which the conveyancing documents are concluded, and the Purchase Price and Premises are transferred.
- 2. Consideration. Buyer shall pay \$340,000.00 as the Purchase Price to Seller at Settlement by ACH or certified check payment in immediately available United States currency.
- 3. <u>Premises</u>. Upon receipt of the Purchase Price, Seller shall convey title of the Premises consistent with the Legal Description to Buyer.
- 4. Settlement. Time is of the essence. Unless otherwise agreed upon in writing by the parties, Settlement will occur within 60 days of the date the Secretary of the Department of General Services signs this agreement. Buyer will receive possession of the Premises at the time of Settlement by delivery of the deed and keys that Seller may possess at that time. Prior to Settlement, Buyer may, at reasonable times and upon reasonable notice to Seller, enter upon the Premises for purposes of inspecting the Premises or any existing conditions.

## 5. **Default**.

- a. Default of Buyer. If Buyer violates or fails to fulfill or perform any of the terms or conditions of this agreement, or Buyer is otherwise in default in the performance of the provisions, Seller may either: (a) disregard the default and perform this agreement by conveying title and the Premises in such condition as Seller can convey with a mutually agreed upon abatement in price, or (b) rescind this agreement and release all sums paid on account of the Purchase Price without interest. In the latter event, neither party shall have any further liability or obligation to the other party, and this agreement will be void.
- b. Default of Seller. If title to the Premises cannot be conveyed by Seller to Buyer at Settlement, in accordance with the requirements of this agreement, or Settlement does not occur, or Seller is otherwise in default in the performance of the provisions, Buyer may either: (a) disregard the default and perform this agreement by accepting title and the Premises in such condition as Seller can convey without abatement in price, or (b) rescind this agreement and recover all sums paid on account of the Purchase Price without interest. In the latter event, neither party will have any further liability or obligation to the other party, and this agreement will become void.
- 6. Transfer Taxes. Seller is exempt by law from paying real estate transfer taxes. This exemption does not relieve Buyer from liability for the entire tax upon transfer of title to the Premises.
- 7. **Real Estate Taxes.** Seller is exempt from the payment of real estate taxes. This exemption does not relieve Buyer from liability for the entire tax upon transfer of title to the Premises.

- 8. Utilities. Water, sewer, and electrical charges, if any, shall be apportioned between the parties as of the date of Settlement.
- 9. Warranties. The title must be good and marketable and will be insured by any responsible title insurance company licensed to do business in Pennsylvania at regular rates and the Premises will be conveyed to Buyer by special warranty deed warranting the Premises to be free from all liens and encumbrances, except as may be otherwise stated in this agreement, but subject to all existing restrictions, easements, recorded agreements, covenants, rights of public service companies, zoning regulations, ordinances, statutes, and regulations of any constituted public authority, now in force, or which may be passed prior to Settlement.

## 10. Covenants, Conditions, and Restrictions.

- a. Required Covenant. The deed of conveyance must contain the following covenant:
  - 1. Under and Subject to the condition that no portion of the property conveyed shall be used as a licensed facility, as defined in 4 Pa. C.S. § 1103 (relating to definitions), or any other similar type of facility authorized under State law. The condition shall be a covenant running with the land and shall be binding upon the Buyer (Grantee), its successors and assigns. Should the Grantee, its successors or assigns, permit any portion of the property to be used in violation of this restriction, the title shall immediately revert to and revest in the Seller (Grantor).
- b. Conveyance Requirements. The conveyance shall be made under and subject to all lawful and enforceable easements, servitudes and rights of others, including but not limited to highway rights-of-way (including without limitation the right-of-way for the State Street Bridge, SR 3014, and the right-of-way for the ramp to 13<sup>th</sup> Street adjoining such bridge, SR 3028), streets, roadways, and rights of any telephone, telegraph, water, electric, sewer, gas or pipeline companies, as well as under and subject to any lawful and enforceable estates or tenancies vested in third persons appearing of record, for any portion of the land or improvements erected thereon.
- c. Commonwealth Approval. This agreement is subject to the approval of the Pennsylvania Governor's Office of General Counsel, Office of Attorney General, Secretary of the Department of General Services, and the Governor, and if not properly approved by these officials or their designees, this agreement will not be valid.
- 11. Costs. Seller shall prepare the deed. All costs and expenses relating to Buyer's title examination or the purchase of title insurance shall be the sole responsibility of Buyer.
- 12. **Assignment.** Buyer may not assign its rights under this agreement.

- 13. <u>Condition of the Premises</u>. The Premises will be acquired on an "as is" basis, with all faults, including but not limited to physical and environmental, and Seller shall have no obligation to make any repairs or replacements to the Premises. Buyer has had the opportunity to inspect the Premises, and the Premises are being purchased following the inspection, and not because of any advertisement, hand bill, or any representation, oral or written, made by Seller. Seller and its employees shall not be liable for any error in any advertisement, hand bill, or announcement made by Seller or its employees, nor for any agreement, condition, representation, or stipulation, oral or written, not specifically stated in this agreement.
- 14. <u>Care of the Premises</u>. From and after the date of this agreement, until the date of Settlement, Seller shall comply with all state and municipal laws, ordinances, regulations, and orders or notices of violations relating to the Premises, except that compliance may be postponed while Seller is in good faith contesting the validity of the orders or notices.
- 15. <u>Risk of Loss</u>. Risk of loss will remain with Seller until Settlement. In the event of damage to the Premises by fire or other casualty, Buyer may terminate this agreement or accept the Premises in its then condition by paying a reduced purchase price if the parties can mutually agree upon a reduced purchase price.
- 16. <u>Title Data</u>. Seller shall furnish to Buyer all title data which Seller may have, including deeds, maps, surveys, plans, abstracts, title reports, and title policies.
- 17. <u>Third Party Privity</u>. Neither party has dealt with, or through, any real estate broker or agent in connection with this transaction. If any real estate broker or agent claims a commission from this transaction, the party that allegedly engaged the broker or agent is responsible for defending against and, if unsuccessful, paying the claim of the real estate broker or agent.
- 18. **Recording.** Neither Seller nor Buyer shall record this agreement in the Recorder of Deeds of Dauphin County, or any other public office of record.
- 19. <u>Subsequent Liens and Ordinances</u>. Any notices or ordinances filed after the date of Settlement by any governing authority for which a lien could be filed are to be complied with at the expense of Buyer, if Buyer takes title. Any notices or ordinances filed on or prior to the date of Settlement are to be complied with at the expense of Seller.
- 20. Representations and Warranties of Seller. Seller represents and warrants the following:
  - a. Seller has not received notice from any insurance company that has issued a policy with respect to the Premises or from any board of fire underwriters, or other body exercising similar functions, claiming any defects or deficiencies in the Premises or suggesting or requesting the performance of any repairs, alterations, or other work to the Premises.

- b. There are no leases, service equipment, supply, security, maintenance, or other agreements with respect to or affecting the Premises, which would be binding upon Buyer after the date of Settlement.
- c. There is no action, suit, or proceeding pending, or to the knowledge of Seller, threatened against or affecting Seller, with respect to the Premises or any portion relating to or arising out of the ownership, management, or operation of the Premises, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.
- d. Seller has not received notice of any condemnation proceeding or other proceedings in the nature of Eminent Domain in connection with the Premises, and, to Seller's knowledge, no taking has been threatened.
- e. All contractors, subcontractors, and other persons or entities furnishing work, labor, materials, or supplies for the Premises have been paid in full or will be paid in full for all services provided up until Settlement, and there are no claims against Seller or the Premises.
- f. The Secretary of the Department of General Services has full power and authority to execute and deliver this agreement on behalf of Seller.
- g. Although no testing has been conducted by Seller, it is highly likely that lead-based paint or lead-based paint hazards are present in or about the Premises. Seller has offered Buyer the opportunity to conduct a risk assessment or inspection of the Premises to determine the presence of lead-based paint or lead-based paint hazards.

## 21. Right-to-Know Law.

- a. *Applicability*. The RTKL applies to this agreement.
- b. Buyer Assistance. If Seller needs Buyer's assistance in any matter arising out of the RTKL related to this agreement, Seller shall notify Buyer that it requires Buyer's assistance, and Buyer shall provide to Seller:
  - i. Access to, and copies of, any document or information in Buyer's possession (Requested Information) arising out of this agreement that Seller reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
  - ii. Any other assistance as Seller may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. Trade Secret or Confidential Proprietary Information. If Buyer considers the Requested Information to include a Trade Secret or Confidential Proprietary

Information, as those terms are defined by the RTKL, or other information that Buyer considers exempt from production under the RTKL, Buyer shall notify Seller and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of Buyer, that explains why the requested material is exempt from public disclosure under the RTKL. If Seller determines that the Requested Information is clearly not exempt from disclosure, Buyer shall provide the Requested Information to Seller within five business days of receipt of written notice of Seller's determination.

#### d. Reimbursement.

- i. Seller Reimbursement. If Buyer fails to provide the Requested Information and Seller is ordered to produce the Requested Information, Buyer shall reimburse Seller for any damages, penalties, or costs that Seller may incur as a result of Buyer's failure, including any statutory damages assessed against Seller.
- ii. Buyer Reimbursement. Seller will reimburse Buyer for any costs that Buyer incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. Challenges of Commonwealth Release. Buyer may file a legal challenge to Seller decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Buyer shall reimburse Seller for any legal expenses incurred by Seller as a result of the challenge, including any damages, penalties or costs that Seller may incur as a result of Buyer's legal challenge, regardless of the outcome.
- f. *Waiver*. As between the parties, Buyer waives all rights or remedies that may be available to it as a result of Seller's disclosure of Requested Information pursuant to the RTKL.
- g. *Survival*. Buyer's obligations contained in this Section survive the termination or expiration of this agreement.
- 22. **Release.** Buyer releases, quit claims and forever discharges Seller and its agents and employees from any and all claims, losses, or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood boring insects, radon, lead-based paint hazards, environmental hazards, or any defects or conditions on the Premises. This Release survives Settlement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

The parties, through their authorized representatives, have signed this agreement below.

	SELLER:				
	COMMONWEALTH OF PENNSYLVA DEPARTMENT OF GENERAL SERVI				
Office of Chief Counsel Date Department of General Services	Secretary	Date			
Office of Attorney General Date	Office of General Counsel	Date			
	GOVERNOR	Date			
	BUYER:				
	SUSQUEHANNA REGION. TRANSIT AUTHORITY	AL			
	Richard H. Farr Executive Director	Date			

## **EXHIBIT A**

## "LEGAL DESCRIPTION"

ALL THAT CERTAIN tract of land situate in the City of Harrisburg, Dauphin County, Pennsylvania, being more fully bounded and described as follows, to wit:

Beginning at a 5/8" rebar set on the eastern legal right-of-way line of North Cameron Street, and being South 15 degrees 16 minutes 47 seconds East for a distance of 300.91 feet from the southerly right-of-way line of Goodwill Drive;

THENCE North 60 degrees 52 minutes 36 seconds East for a distance of 123.71 feet to a point on the eastern legal right-of-way line of Florence Street;

THENCE along the eastern legal right-of-way line of Florence Street, North 15 degrees 16 minutes 55 seconds West for a distance of 271.31 feet to a 5/8" rebar found at the intersection of the southern legal right-of-way line of Goodwill Drive and the eastern legal right-of-way line of Florence Street;

THENCE along the southern legal right-of-way line of Goodwill Drive, North 74 degrees 43 minutes 05 seconds East for a distance of 384.00 feet to a 5/8" rebar at the intersection of the southern legal right-of-way line of Goodwill Drive and the western legal right-of-way line of Dr. Claude E. Nichols Street;

THENCE along the western legal right-of-way line of Dr. Claude E. Nichols Street, South 15 degrees 16 minutes 55 seconds East for a distance of 176.70 feet to a 5/8" rebar set;

THENCE North 60 degrees 52 minutes 36 seconds East for a distance of 33.78 feet to a 5/8" rebar set on the line of lands of the Harrisburg Cemetery Association;

THENCE along the lands of the Harrisburg Cemetery Association, South 16 degrees 39 minutes 58 seconds East for a distance of 61.58 feet to a point in the State Street Ramp from North Cameron Street to 13th Street;

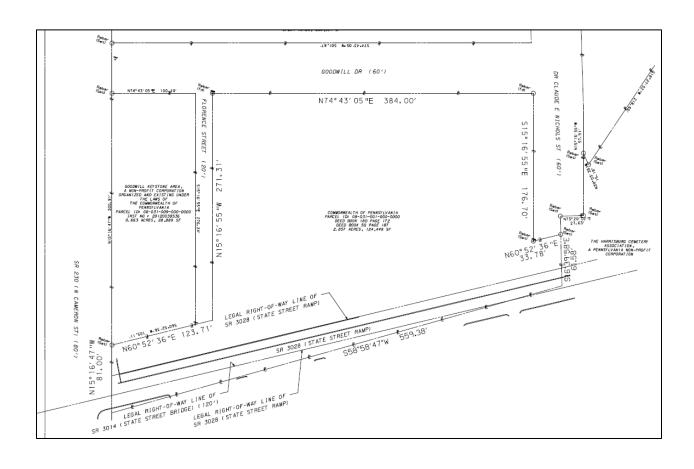
THENCE in and through the said State Street Ramp, South 58 degrees 58 minutes 47 seconds West for a distance of 559.38 feet to a point on the eastern legal right-of-way line of North Cameron Street;

THENCE along the eastern legal right-of-way line of North Cameron Street, North 15 degrees 16 minutes 47 seconds West for a distance of 81.00 feet to the place of beginning.

Containing 2.857 acres or 124,449 square feet, gross.

## **EXHIBIT B**

## "PREMISES"



### **RESOLUTION NO. 2535**

## APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF HARRISBURG

WHEREAS, the Susquehanna Regional Transportation Authority ("SRTA") is developing the Capital Region Operations & Maintenance Facility and Transfer Center ("SRTA Facility") in the City of Harrisburg, consisting of a transfer center, bus storage and maintenance facilities, parking, and administrative offices; and

WHEREAS, the project requires the relocation and construction of a new City Parks Maintenance Facility to be owned and operated by the City of Harrisburg ("City"); and

WHEREAS, SRTA and the City have negotiated an Intergovernmental Cooperation Agreement ("IGCA"), pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S. § 2301 et seq., setting forth the terms for a real property swap, facility construction, subdivision, street vacations, and related development obligations necessary to complete the SRTA Facility and the new City Parks Maintenance Facility; and

WHEREAS, the Board of Directors of SRTA finds it to be in the best interest of the Authority and its riders to approve the IGCA and to authorize execution of the same.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Susquehanna Regional Transportation Authority as follows:

- 1. The Board hereby approves the Intergovernmental Cooperation Agreement between SRTA and the City of Harrisburg, substantially in the form presented to the Board.
- 2. The Executive Director, Richard Farr, is hereby authorized and directed to execute the Agreement and any related documents on behalf of SRTA, subject to approval as to form by SRTA's Solicitor.
- 3. The officers and staff of SRTA are further authorized and directed to take such actions as may be necessary or appropriate to carry out the intent of this Resolution and to ensure compliance with the terms of the IGCA.

# 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, August 28, 2025.

Attest:	
Thomas Wilson	Eric Bugaile
Secretary	Chairman

## **RESOLUTION NO. 2535**

Fact Sheet:

## INTERGOVERNMENTAL COOPERATION AGREEMENT

AND NOW, this \_\_\_\_\_ day of August, 2025, comes the Susquehanna Regional Transportation Authority ("SRTA"), with a business address of 901 Cameron Street, Harrisburg, Pennsylvania and the City of Harrisburg (the "City"), with a business address of 10 N. 2<sup>nd</sup> Street, Harrisburg, Pennsylvania and agree as follows:

WHEREAS, SRTA is constructing a "transportation" campus which will consist of a transfer center, parking, bus storage and maintenance facilities and administrative offices and shall be known as the "Capital Region Operations & Maintenance Facility and Transfer Center" ("SRTA Facility"); and

WHEREAS, the SRTA Facility received approval from Harrisburg City Council, through Resolution 21-2025, for the construction of a new City Parks Maintenance Facility at 1002 North 12th Street to replace the existing facility at 901 North 12th Street; and

WHEREAS, as part of the land development process, SRTA is moving the City Parks Maintenance Facility, with the City's permission, and providing a new City Parks Maintenance Facility for the City to manage, operate and own as part of the land development process; and

WHEREAS, the City is authorized to enter into this agreement with SRTA pursuant to the Intergovernmental Cooperation Act ("ICA"), 53 Pa.C.S. § 2303; and

WHEREAS, the ICA sets forth the required contents of such cooperation agreements, at 53 Pa.C.S. § 2307; and

WHEREAS, the City is expressly authorized by the Pennsylvania Municipal Planning Code, 53 P.S. § 10101 et seq., to jointly undertake governmental functions with qualifying agencies through Intergovernmental Cooperation Agreements in land use matters; and

WHEREAS, any required preliminary and/or preliminary/final subdivision or land development plans necessitated by the development of the SRTA Facility and overall project relating to this this agreement have been and will continue to be presented to City Council as required by Title 7, Part 5, Chapter 7-503 of the Codified Ordinances of the City of Harrisburg; and

WHEREAS, the City is empowered under Section 12402.1 of the Third Class City Code to exercise the power of real property exchange for property of equal or greater value when property is being acquired for municipal purposes; and

WHEREAS, to the degree this SRTA Facility ultimately requires the same, the City is vested with the power to open, dedicate, and/or vacate any local street necessary for the project, in accordance with Section 12915 and Chapter 9-117 of the Codified Ordinances of the City of Harrisburg; and

WHEREAS, as part of the development of the transportation campus, the City and SRTA agree to a real property swap that allows for the relocation of the City's Park Maintenance Facility to develop the SRTA Facility and such parcel swap and conceptual design is attached hereto and incorporated herein as Exhibit "A; "and

WHEREAS, the parties agree that properties listed in Resolution 21-2025 are necessary for the construction of the SRTA Facility and that they intend to confirm the terms of the swap between the parties through deeds to effectuate the construction of the SRTA Facility and the City Parks Maintenance Facility, a copy of said Resolution is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, as part the City Parks Maintenance Facility's construction and development/construction of the SRTA Facility the parties do now agree to the following terms: and

NOW THEREFORE, the parties agree as follows:

1. The above recitals are incorporated herein as if more fully set forth.

- 2. The City agrees to transfer the property located at parcel number 901 North 12<sup>th</sup> Street to SRTA as part of their land annexation and land development plan. SRTA shall convey a property that measures approximately 2.82 acres to the City as depicted on Exhibit "A" which shall have an address of 1002 North 12<sup>th</sup> Street in the City of Harrisburg. The party's mutual intent is to engage in the swap of land set forth in this Intergovernmental Cooperation Agreement (IGCA) and for the terms hereof to be binding upon all parties as of the date of the signing of this Agreement, or the ratification hereof of the respective governing body of each party, whichever is later.
- 3. As part of the land development process, SRTA shall construct a new Parks Maintenance Facility on the 2.82 acres referenced in paragraph 2 above. The design is set forth on the Preliminary/Final Land Development Plan dated February 11, 2025, as revised and as approved by the City as noted above.
- 4. Upon completion of the City's Parks Maintenance Facility, and issuance of an occupancy permit, the City shall have thirty (30) days to vacate the existing Parks Maintenance Facility and shall take all responsibility to insure and maintain the newly constructed Parks Maintenance Facility.
- 5. All deeds for the swap shall be formally transferred to the receiving party within thirty (30) days of occupancy of the new City Parks Maintenance Facility.
- 6. The City shall Coordinate with SRTA ahead of the exchange of deeds so that the City may undertake the requisite period of Public Notice and advertisement and approve a Resolution as required under Section 12402.1 of the Third Class City Code.
- 7. If any party must enforce the transfer of such deeds, they shall be entitled to collect any costs accrued for such enforcement including but not limited to legal fees and costs of suit.
- 8. As of the signing of this Agreement, the City and SRTA shall not encumber the properties involved in the swap (such properties are listed in the recitals for Resolution No. 21-2025).
- 9. The City shall maintain the existing condition of their existing Parks Property that will be conveyed to SRTA until such time as the property is transferred to SRTA in its

- present condition and shall not permit hazardous materials to be stored or released on the property.
- 10. As part of the land development process for the SRTA Facility, the City shall vacate Forster Alley, a portion of Claude E. Nichols Drive, Goodwill Drive and unopened Florence Street, as depicted on the draft lot consolidation plan attached hereto as Exhibit "B". The City shall take such action to vacate through ordinance or other governmental measure that comports with the Third Class County Code at its own expense.
- 11. The City agrees to subdivide the property where the current City Parks Maintenance Facility is located from Sunshine Park, providing ownership to SRTA. This was noted in the land development plan approved by City Resolution 21-2025.
- 12. SRTA agrees and understands that the City shall review the lot consolidation plan and land development plan in accordance with City Ordinances and shall provide tentative approvals for all permits and plans in consideration of FEMA adoption standards that shall be in place prior to construction of the facilities.
- 13. The City understands and agrees that state and federal monies are being used for the planning of, design of and construction of the affected facilities depicted in Exhibit "A" and that SRTA shall enter into a development improvements agreement but shall not secure monies for such development of either the SRTA Facility or the proposed new City Parks Maintenance Facility.
- 14. The City agrees that it shall provide local match for the Federal and State funds received by SRTA in the amount of \$300,000, which is not part of the annual operating and capital allocation, and shall be paid by the City upon forty-five (45) days after invoice that demonstrates the award of such Federal and State funds in consideration for the covenants contained herein.
- 15. To the best of their respective knowledge, neither party has any liens on the affected properties and shall not lien the affected properties prior to the land swap set forth in Paragraph 2 above and the parties represent that there is no legal impediment to the

- actions set forth herein, including but not limited to any bond security on the present parks and recreation site by the City of Harrisburg.
- 16. The City understands and agrees that the parks and recreation facilities on Cameron Street will be closed for a period of time to the public for construction and demolition work. The City further agrees that after construction of the new City Parks Maintenance Facility, it will cooperate with SRTA in the event of a future closure to the public due to SRTA's neighboring construction activities if it is determined that such closure is necessary for health, safety and welfare due to activities of SRTA.
- 17. To the degree authorized by law, the parties hereto agree to hold the other party harmless and agree to defend the other for its own negligence and/or damage to third parties due to their own activities arising out of this Agreement. Such indemnification shall cease once the City's Par Maintenance Facility are fully constructed and the City obtains an occupancy permit and all deeds are transferred.
- 18. Nothing in this Agreement is designed to supersede any other agreements between SRTA and the City unless in direct conflict with the terms hereof.
- 19. In the event of default by the City for the failure to transfer property as set forth above, SRTA may use any action, at law or in equity, including but not limited to specific performance, to enforce this Agreement. In the event that the City does not provide the local match requirement as set forth herein within forty-five (45) days of invoicing that demonstrates the award of related Federal and State Funds, the Property shall not be transferred until such match is provided. In the event that SRTA does not transfer the property as set forth in this Agreement, absent default, the City may use any action at law or in equity, including specific performance to enforce this agreement.
- 20. In the event that SRTA does not obtain state and federal construction monies for the project, SRTA will meet with the City to determine a course of action involving the events set forth in this MOA. Should funds not become available or are retracked by the funder, the same shall not be considered a default of this Agreement.
- 21. Each party shall maintain liability and casualty insurance for their own property during the construction component of the project. Upon the issuance of an occupancy

- permit to the City for the newly constructed Parks Maintenance Facility, the City shall obtain liability and casualty insurance for the Property within thirty (30) days.
- 22. This Agreement shall be binding and ensure to the benefit of the City, SRTA and all funding partners for the construction of the facilities set forth herein.
- 23. NOTICES. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, SRTA and the CITY designate the following as the respective places for giving of notice:

SRTA: Richard H. Farr, Executive Director

Susquehanna Regional Transportation Authority

901 North Cameron Street

Harrisburg, Pennsylvania 17101

Telephone: 717-849-0725

Email: rfarr@rabbittransit.org

With a copy to: Authority Solicitor

Jill Nagy

Telephone No. (717) 669-8574 Email: <u>inagy@summersnagy.com</u>

City of Harrisburg: Mayor

10 N. 2nd Street, Suite 202 Harrisburg, PA 17101

Telephone No. (717) 255-3024 Email: Mayor@harrisburgpa.gov

With a copy to: City Solicitor

10 N. 2nd Street, Suite 402 Harrisburg, PA 17101

Telephone No. (717) 255-3065

Email: LawBureau@harrisburgppa.gov

24. SEVERABILITY. If any provision of this IGCA or application thereof shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

25. GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law provisions thereof. Each party hereto consents to the exclusive jurisdiction of the state courts of Pennsylvania situated in the County of Dauphin, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania for any litigation that may arise out of this Agreement and each party hereto waives any objection based on *forum non conveniens* or any other objection to such venue.

26. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between SRTA and the CITY and supersedes all prior negotiations, representations or agreements, either written or oral. If any term or provision of this IGCA is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect. This IGCA may be amended or modified only by a written instrument executed by the legally authorized representatives of both parties.

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Name	Туре	Released	Questions Due	Bid/ Proposal Due	Contract Start	tart Value		Notes	Grant Number
20230313 - Systemwide Radio Upgrade	TBD	3/5/2025	4/7/2025	7/14/2025	11/1/2025	\$ 1	,800,000.00	In Process	
20231110 - Training Material	TBD					T	BD	Waiting on Project Manager	
20231113 - Safety Training Devices	TBD					Т	BD	Waiting on Project Manager	
20240320 - Remote Video Surveillance	TBD					Т	BD	Waiting on Engineer	
20240409 - Security Staffing	TBD					T	BD	Waiting on Project Manager	
20240620 - Statewide Bus Purchase	TBD					T	BD	David Kilmer Developing	
20240624 - HTC Camera Additions	TBD					T	BD	Waiting on Engineer	Funding?
20240626 - York-Adams Call Boxes	TBD							Waiting on Project Manager	
20240722 - MTS Security Repairs								Waiting on Engineer	
20240807 - Paperless MSDS Record								Appalachia?	
20240807 - Maintenance Forklift Replacement	RFP					\$	200,000.00	In Process	
20240808 - Systemwide Lift Maintenance								RFP in development	
20240808- NorCo Lift Replacement	IFB					\$	89,000.00	Waiting on Engineer	Maintenance 2022-2023-1.
20240814 - NorCo Maintenance Storage								Waiting on Project Manager	
20240823 - Zarfoss Painting	IFB					\$	148,000.00	In Process	
20240824 - Remote Generator Monitoring								RFP in development	
20240910 - System Wide Electrical Contractor	RFP							RFP in development	
20241216 - Surveillance - Access Control						Т	BD		
20250115 - Microtransit Software	RFP	4/23/2025	5/8/2025	5/22/2025	9/1/2025	\$	307,850.00	Resolution This Meeting	
20250214 - King Street Stormwater Repair	IFB	3/28/2025	5/2/2025	5/12/2024	6/2/2025	\$	14,000.00	In Process	
20250214 - Overhead Door Maintenance	IFB								
20250225 - ERP Software	RFP	6/17/2025	7/7/2025	8/11/2025	10/1/2025			In Process	
20250303 - Call Center Software	Sole Source							On Hold	
20250304 - NorCo Bulk Fluids	Micro Purchase					\$	23,000.00	Waiting on Project Manager	
20250305 - Dauphin Bus Wash	IFB					\$	300,000.00	No Funding	
20250305 - York Adams Dauphin Seat Cleaning	Small Quote					\$	29,000.00	Waiting on Project Manager	Operating
20250318 - Dauphin Shelter Advertising	RFP							Waiting on Project Manager	Revenue
20250409 - Bus Stop Updates	RFP							Waiting on Project Manager	
20250415 - System Wide Security System Upgrades	RFP							Wating on Engineer	
20250617 - Admin Vehicle Replacement	Contract							Waiting on Project Manager	
20250617 - Service Trucks	Contract							Waiting on Project Manager	
20250626 - Vehicle Maintenance Service	TBD							Waiting on Project Manager	
20250630 - MTS Storage	Micro Purchase					\$	5,000.00	Waiting on Project Manager	MTS 5307
20250715 - Janitorial Supply	TBD							Waiting on Project Manager	
Task Order 18 - Zarfoss Sprinkler Upgrade	Contract					\$	9,775.00	FACILITIES-2026-0013	CPTA-23-24
20250729 - Pension Fund Replacement	RFP					\$	63,000.00		Operating

In Process Total \$ 2,988,625.00