



DATE: DECEMBER 16, 2021

TIME: 12:00PM

PLACE: ZOOM

PURPOSE: DECEMBER 2021 Board Meeting

NOTE: The CDC states if you are not fully vaccinated, you should wear a mask in indoor public places.

A Zoom connection remains an option for convenience and/or personal safety.

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 November 18, 2021 (Pages 3-5)
5. Communications
 - A. 2021 RAISE Transportation Discretionary Grant Program Update (Page 6)
6. Treasurer's Report
 - A. October 2021 CAT Financial Report (Pages 7-12)
7. Resolutions
 - A. RESOLUTION 2137 – AUTHORIZING THE AWARD OF CONTRACT TO SELL BUS, PARATRANSIT VEHICLE, AND BUS SHELTER ADVERTISING (Pages 13-14)
 - B. RESOLUTION 2138 – LEASE AGREEMENT(Pages 15-35)
 - C. RESOLUTION 2139 – SUBCONTRACT AND SERVICES AGREEMENT (Pages 36-43)
 - D. RESOLUTION 2140 – ESTABLISHING BOARD MEETING CALENDAR FOR 2022 (PAGE 44)
 - E. RESOLUTION 2141 – AUTHORIZING THE AWARD OF CONTRACT FOR THE MAINTENANCE OF MIDDLETOWN PARKING(Pages 45-46)
 - F. RESOLUTION 2142 – AUTHORIZING THE AWARD FOR ROOF TOP UNIT REPLACEMENT(Pages 47-48)
 - G. RESOLUTION 2143 – AUTHORIZING THE PURCHASE OF FOUR ADMINISTRATION VEHICLES (Pages 49-50)
 - H. RESOLUTION 2144 – AUTHORIZING THE PURCHASE OF NEW SERVERS (Pages 51-52)
 - I. RESOLUTION 2145 – FRAUD WASTE AND ABUSE POLICY (Pages 53-57)
8. Old Business



9. New Business

10. Future Procurements (Page 58)

11. Staff Report

12. Adjournment

Next Meeting: THURSDAY, JANUARY 27, 2022

CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY
901 N. Cameron Street, Harrisburg, PA 17101

MINUTES OF BOARD MEETING

November 18, 2021

The regular meeting of the Authority's Board of Directors convened November 18, 2021, at 12:00pm, at the office of Capital Area Transit located at 901 N. Cameron Street. Chairman Eric Bugaile presiding. Present were board members: Bruce Weber, LaToya Bellamy, Scott Wyland and Richard Kotz. Jill Nagy, Counsel was also present.

Administrative Staff Members present were Richard Farr, Angela Bednar, Christopher Zdanis, Jenna Reedy, Brianna Holmes, David Juba, Jamie Leonard, Stephen Baldwin, David Juba, Brianna Holmes, Abby Davis, Eric Maguire, Brian Gillette, Darwin Craul, Jonathan Brouse and Miguel Aciri-Rodriguez.

Sophonria Rogers, a fixed route operator and member of the ATU Local 1436, was present.

ATTENDANCE

A motion to excuse Al Bienstock and Chad Saylor was made by Richard Kotz and seconded by Scott Wyland. Motion approved.

Eric Bugaile asked for a moment of silence for former board member Kathy Possinger, who passed away unexpectedly in a tragic accident. Kathy Possinger represented the City of Harrisburg.

CHANGES OR MODIFICATIONS TO THE AGENDA

No changes or modifications to the agenda.

PUBLIC COMMENT

Sophonria Rogers, a CAT fixed route operator, addressed the Board on the continued confusion amongst the passengers, especially senior passengers, due to recent route changes.

Christopher Zdanis stated that the Planning Department is aware of this issue and is currently working on solutions.

APPROVAL OF MINUTES

Scott Wyland moved to accept the October 28, 2021, meeting minutes, seconded by Richard Kotz. Motion approved.

**CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY
901 N. Cameron Street, Harrisburg, PA 17101**

COMMUNICATIONS

Eric Bugaile presented a thank you letter from Tri County Community Action for a donation made in honor and memory of Kathy Possinger.

TREASURER'S REPORT

Eric Bugaile deferred to Stephen Baldwin to present the unaudited financial statements for the month of October 2021 and the year-to-date period ending October 31, 2021.

Highlights of the report are as follows:

- Fixed Route ridership was up 8.5% over the previous year.
- Paratransit ridership was 2.4% better than the previous year and 8.6% better YTD.
- Combined Revenues are up 6.4%, which is believed to be partially due to the half-price ticket sale, which took place in the month of September.
- Combined Expenses are down 9.5%, which is 14% below budget or \$1,114.00.

Bruce Weber moved to accept the October 2021 CAT Financial Report, seconded by LaToya Bellamy, motion approved.

RESOLUTIONS

RESOLUTION 2134 – APPROVING THE REVISING OF THE CAPITAL AREA TRANSIT HIRING AND MAINTENANCE OF ESSENTIAL REQUIREMENTS (RETENTION) AND EMPLOYMENT QUALIFICATIONS/DRIVERS POLICY

Motion to approve was raised by Richard Kotz, seconded by Scott Wyland, and passed unanimously.

RESOLUTION 2135 – APPROVING MUTUAL COOPERATION AGREEMENT WITH THE SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY (SRTA)

Motion to approve was made by Bruce Weber, seconded by Scott Wyland, and passed unanimously.

RESOLUTION 2136 – APPROVING THE AWARD OF A CONTRACT FOR EMERGENCY FLOOR REPAIRS

Motion to approve was made by Richard Kotz, seconded by Scott Wyland, and passed unanimously.

CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY
901 N. Cameron Street, Harrisburg, PA 17101

OLD BUSINESS

There was no old business.

NEW BUSINESS

There was no new business.

FUTURE PROCUREMENTS

Richard Farr made the Board aware of upcoming procurements, which includes bus shelter and advertising, CAT RTU Replacement, Middletown Property Management, CAT Sonitrol, Bus Barn Floor Repairs and CAT Tire Lease.

STAFF REPORT

Richard Farr proposed a remote meeting for the December Board meeting due to the SRTA Board meeting being held in York the same day.

Board member, Al Bienstock joined the Board meeting at 12:21pm.

Richard Farr provided additional staff updates to the Board:

- Paratransit service modifications. Starting Monday, November 29th, all non-life-sustaining trips will be offered to the closest provider on Mondays, Tuesdays and Thursdays between 10am and 2pm. Life-sustaining trips will have no changes.

ADJOURNMENT

Motion to adjourn was made by LaToya Bellamy and seconded by Scott Wyland. The meeting adjourned at 12:26pm.

Respectfully Submitted,



Richard Kotz
Secretary

From: RAISEgrants <RAISEgrants@dot.gov>
Sent: Monday, November 22, 2021 2:12 PM
Subject: [EXTERNAL] RAISE 2021 Update

Dear FY 2021 RAISE applicant:

Thank you for your submission to the Fiscal Year (FY) 2021 RAISE Transportation Discretionary Grant program.

On Friday, the Department of Transportation (DOT) announced the FY 2021 RAISE Discretionary Grant awards. Your submission was not selected to receive an award. A list of the successful FY 2021 RAISE applications can be found on the RAISE website: <https://www.transportation.gov/RAISEgrants>.

The DOT will follow up in January 2022 with information on how to schedule a debrief to receive feedback on your RAISE 2021 application.

The Department received hundreds more worthy RAISE applications than it was able fund in this round. The recently enacted Bipartisan Infrastructure Law increases funding for the Department's RAISE program, and provides funding for several new discretionary grant program. The Department will release more information about additional funding opportunities in early 2022.

We also encourage rural project sponsors to explore the Rural Opportunity to Use Transportation for Economic Success (ROUTES) Initiative Applicant *Toolkit* for Competitive Funding Programs at USDOT (<https://www.transportation.gov/rural/toolkit>). The *Toolkit* contains a wealth of information on USDOT's discretionary grant programs and resources for submitting a successful application, designed for applicants of any experience level. Rural project sponsors may also find other helpful information at the ROUTES website (<https://www.transportation.gov/rural>).

Thank you,

RAISE Grants Team



To: Capital Area Transit Board Members
From: Brian Gillette, Accounting Manager
Date: December 13, 2021
Re: November 2021 CAT Financial Report (Unaudited)

Attached are Capital Area Transit's (CAT) unaudited financial statements for the month of November 2021 and the year-to-date period ending November 30, 2021.

Items of Interests:

- Fixed Route 2022/2021 YTD: Revenues: up 2.19%, Expenses: down 6.72%.
- Paratransit 2022/2021 YTD: Revenues: up 11.01%, Expenses: down 4.84%
- Combined 2022/2021 YTD: Revenues: up 7.52%, Expenses: down 6.32%
- Combined – Revenues: \$104K or 5.22% below budget, Expenses: \$1,271K or 13.95% below budget

- November MTD/YTD Health Insurance Expenses

	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>YTD Budget</u>
Gross Health Insurance	\$ 193,890	\$ 999,021	\$ 1,257,505
Employee Premium Copay	\$ 16,734	\$ 94,581	\$ 140,660
Net Health Insurance	\$ 177,156	\$ 904,440	\$ 1,116,845

- Overtime for November 2021 and YTD Period Ending November 30, 2021.

	November 2021		YTD	
	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
Operators	\$ 47,632	\$ 35,494	\$ 240,553	\$ 184,311
Operations	\$ 277	\$ 433	\$ 2,726	\$ 2,167
Maintenance	\$ 9,087	\$ 11,831	\$ 48,773	\$ 61,437
Admin.	\$ 162	\$ 0	\$ 1,086	\$ 0
	-----		-----	
	\$ 57,158	\$ 47,758	\$ 293,137	\$ 247,915

- YTD Overtime is down \$151K over the prior year

Fixed Route Division – November 2021

YTD Passengers Served: Passengers/Vehicle Hour

	<u>Passengers</u>	<u>Revenue Vehicle Hours</u>	<u>Passengers Per Rev. Vehicle Hours</u>	<u>Change</u>
2022	433,883	62,399	6.95	0.04%
2021	420,549	60,456	<u>6.96</u>	unfavorable
2023 Goal			19.01	

YTD Operating Expenditures: Operating Cost / Revenue Vehicle Hour

	<u>Operating Expense</u>	<u>Revenue Vehicle Hours</u>	<u>Operating Cost Per Rev. Vehicle Hours</u>	<u>Change</u>
2022	\$ 6,141,848	62,399	\$ 98.43	9.63%
2021	\$ 6,584,414	60,456	<u>\$ 108.91</u>	favorable
2023 Goal		Not to Exceed	\$ 154.61	

YTD Operating Revenue: Operating Revenue // Revenue Vehicle Hour

	<u>Operating Revenue</u>	<u>Revenue Vehicle Hours</u>	<u>Operating Rev. Per Rev. Vehicle Hours</u>	<u>Change</u>
2022	\$ 711,949	62,399	\$ 11.41	-0.99%
2021	\$ 696,701	60,456	<u>\$ 11.52</u>	unfavorable
2023 Goal			\$ 27.25	

YTD Operating Expense: Operating Cost / Passenger

	<u>Operating Expense</u>	<u>Passengers</u>	<u>Operating Cost Per Passenger</u>	<u>Change</u>
2022	\$ 6,141,848	433,883	\$ 14.16	9.59%
2021	\$ 6,584,414	420,549	<u>\$ 15.66</u>	favorable
2023 Goal		Not to Exceed	\$ 8.13	

Paratransit Division – November 2021

Revenue

	<u>MTD</u>	<u>YTD</u>	<u>Change</u>
2022	\$ 216,251	\$ 1,177,408	11.01%
2021	\$ 198,788	\$ 1,060,596	favorable

Expenses

	<u>MTD</u>	<u>YTD</u>	<u>Change</u>
2022	\$ 357,182	\$ 1,701,731	4.84%
2021	\$ 330,176	\$ 1,788,235	favorable

YTD Expenses are 23.4% favorable to budget by \$521K

Capital Area Transit
Balance Sheet - Summary
As of November 30, 2021

	2022	2021
Assets		
Current Assets		
Cash	8,575,445	6,114,713
Investments	15,267	15,263
Accounts Receivable	646,624	608,149
Capital Grants Receivable	1,817,090	3,115,482
Op. Assist. & Planning Grants Receivable	32,683	-
Inventory	414,599	419,880
Prepays	184,255	481,829
Total Current Assets	11,685,963	10,755,315
Capital Assets		
Fixed Assets	66,029,547	57,077,721
Accumulated Depreciation	(38,171,394)	(34,005,966)
Net Capital Assets	27,858,153	23,071,755
Other Assets	75,915	75,915
Total Assets	39,620,031	33,902,984
Liabilities		
Current Liabilities		
Accounts Payable	456,727	868,925
Accrued Wages & Payroll-Related Accruals	595,366	726,899
Payroll Withholdings - Taxes	322	(2,712)
Short-Term Debt & Accrued Interest	0	0
Accrued Expenses	644,724	504,881
Advances for Working Capital	718,523	746,126
Deferred Operating & Capital Grants	9,437,151	8,274,508
Total Current Liabilities	11,852,814	11,118,628
Long-Term Liabilities	276,978	319,575
Total Liabilities	12,129,792	11,438,203
Net Position	27,490,239	22,464,782
Total Liab, Total Def Inflow & Net Position	39,620,031	33,902,984

Capital Area Transit
Income Statement - Combined
For the Period Ending November 30, 2021

	Fiscal Year 2022					Fiscal Year 2021	
	PTD		YTD		Annual	PTD	YTD
	Actual	Budget	Actual	Budget	Budget	Actual	Actual
Revenue							
Passenger Revenue	136,096	137,764	695,352	729,040	1,756,481	114,494	690,407
Other Revenue	218,068	213,595	1,194,006	1,264,324	3,345,366	200,002	1,066,889
Total Revenue	354,164	351,359	1,889,357	1,993,364	5,101,847	314,496	1,757,296
Expenses							
Labor							
Labor - Operators	427,831	508,745	2,253,190	2,719,580	6,541,680	436,088	2,508,657
Labor - Operations Support	68,517	68,345	369,430	370,706	887,056	68,386	437,674
Labor - Maintenance	88,291	129,104	509,575	690,187	1,660,139	113,890	694,684
Labor - Administrative	35,752	47,461	199,335	253,793	610,399	35,990	218,408
Labor - Health Insurance	177,156	251,501	904,441	1,257,505	3,018,012	178,216	906,582
Labor - Other Fringes	273,599	238,249	1,190,731	1,204,810	3,875,369	186,004	1,339,888
Total Labor	1,071,146	1,243,405	5,426,702	6,496,581	16,592,655	1,018,573	6,105,893
Services	123,934	94,819	566,424	474,095	1,137,827	107,140	415,660
Fuel	82,366	98,470	465,053	519,722	1,257,564	82,513	483,009
Tires & Tubes	6,514	11,198	35,235	58,878	142,761	6,337	32,329
Materials & Supplies	53,913	63,739	262,295	332,259	804,284	55,070	299,584
Utilities	35,402	27,072	124,742	135,360	324,864	27,501	115,155
Casualty & Liability	72,500	46,668	191,789	233,340	560,000	44,631	225,914
Taxes	78	96	471	546	1,270	75	501
Purchase of Service	155,291	176,294	730,369	801,548	2,018,375	147,899	671,797
Miscellaneous	11,812	7,500	26,071	37,500	90,000	2,797	10,642
Marketing & Promotion	4,748	4,583	12,724	22,915	55,000	1,718	10,026
Interest	-	-	4	-	-	-	75
Leases & Rentals	-	430	1,699	2,150	5,160	-	2,063
Total Expenses	1,617,704	1,774,274	7,843,578	9,114,894	22,989,760	1,494,255	8,372,646
Surplus (Deficit)	(1,263,539)	(1,422,915)	(5,954,220)	(7,121,530)	(17,887,913)	(1,179,759)	(6,615,351)
Subsidy							
Local Subsidy	94,386	94,386	507,127	508,119	1,168,821	91,188	484,469
State Subsidy	817,203	955,919	3,966,438	4,761,720	4,870,798	-	-
Federal Subsidy	351,951	372,609	1,480,656	1,851,690	11,848,284	1,088,571	6,130,882
Total Subsidy	1,263,539	1,422,914	5,954,220	7,121,529	17,887,903	1,179,759	6,615,351
Difference	-	(1)	-	(1)	(10)	-	-

Capital Area Transit
Income Statement Summary - Fixed Route
For the Period Ending November 30, 2021

	Fiscal Year 2022					Fiscal Year 2021	
	PTD		YTD		Annual	PTD	YTD
	Actual	Budget	Actual	Budget	Budget	Actual	Actual
Revenue							
Passenger Fares	125,844	126,955	645,274	666,607	1,610,330	104,818	638,088
Other Revenue	12,069	11,024	66,674	57,720	556,581	10,890	58,611
Total Revenue	137,913	137,979	711,948	724,327	2,166,911	115,708	696,699
Expenses							
Labor							
Labor - Operators	386,972	436,334	2,032,302	2,301,367	5,562,674	395,169	2,259,655
Labor - Operations Support	47,560	47,934	254,670	252,820	611,095	46,577	298,665
Labor - Maintenance	71,857	110,646	419,404	583,583	1,410,586	94,241	584,034
Labor - Administrative	30,263	40,530	167,641	213,763	516,692	29,555	179,360
Labor - Health Insurance	142,066	190,814	730,070	954,070	2,289,776	141,982	723,856
Labor - Other Fringes	236,339	203,452	1,026,876	1,013,755	3,257,986	159,341	1,119,759
Total Labor	915,058	1,029,710	4,630,963	5,319,358	13,648,809	866,865	5,165,329
Services	103,525	77,481	484,151	387,405	929,770	95,183	359,463
Fuel	67,954	81,079	377,484	421,032	1,027,965	69,719	405,408
Tires & Tubes	6,514	9,683	30,660	50,281	122,760	6,337	28,956
Materials & Supplies	44,680	54,435	222,182	280,952	684,102	47,432	255,290
Utilities	24,017	18,662	84,482	93,310	223,935	18,978	78,978
Casualty & Liability	54,112	31,773	142,566	158,865	381,272	30,524	153,664
Taxes	-	-	-	-	-	-	-
Purchase of Service	29,738	27,613	134,675	127,295	318,376	25,286	116,567
Miscellaneous	9,704	5,753	20,437	28,765	69,027	2,037	8,601
Marketing & Promotion	5,219	4,583	12,547	22,915	55,000	1,718	10,026
Interest	-	-	3	-	-	-	68
Leases & Rentals	-	430	1,699	2,150	5,160	-	2,063
Total Expenses	1,260,522	1,341,202	6,141,848	6,892,328	17,466,176	1,164,079	6,584,412
Surplus (Deficit)	(1,122,609)	(1,203,223)	(5,429,900)	(6,168,001)	(15,299,265)	(1,048,371)	(5,887,713)
Subsidy							
Local Subsidy	94,386	94,386	507,127	508,119	1,168,821	91,188	484,469
State Subsidy	803,729	868,568	3,952,965	4,461,684	4,570,762	-	-
Federal Subsidy	224,493	240,270	969,808	1,198,199	9,559,679	957,184	5,403,244
Total Subsidy	1,122,609	1,203,224	5,429,900	6,168,002	15,299,262	1,048,371	5,887,713
Difference	-	1.00	-	1	(3)	-	-

Capital Area Transit
Income Statement Summary - Paratransit
For the Period Ending November 30, 2021

	Fiscal Year 2022					Fiscal Year 2021	
	PTD		YTD		Annual	PTD	YTD
	Actual	Budget	Actual	Budget	Budget	Actual	Actual
Revenue							
Passenger Fares	10,252	10,809	50,077	62,433	146,151	9,676	52,319
Other Revenue	205,999	202,571	1,127,332	1,206,604	2,788,785	189,112	1,008,278
Total Revenue	216,251	213,380	1,177,409	1,269,037	2,934,936	198,788	1,060,596
Expenses							
Labor							
Labor - Operators	40,859	72,411	220,888	418,213	979,006	40,919	249,001
Labor - Operations Support	20,957	20,411	114,760	117,886	275,961	21,810	139,009
Labor - Maintenance	16,434	18,458	90,171	106,604	249,553	19,648	110,650
Labor - Administrative	5,488	6,931	31,694	40,030	93,707	6,434	39,048
Labor - Health Insurance	35,090	60,687	174,371	303,435	728,236	36,234	182,726
Labor - Other Fringes	37,260	34,797	163,855	191,055	617,383	26,663	220,129
Total Labor	156,088	213,695	795,738	1,177,223	2,943,846	151,708	940,564
Services	20,409	17,338	82,273	86,690	208,057	11,957	56,197
Fuel	14,412	17,391	87,569	98,690	229,599	12,793	77,600
Tires & Tubes	-	1,515	4,575	8,597	20,001	-	3,373
Materials & Supplies	9,233	9,304	40,113	51,307	120,182	7,638	44,294
Utilities	11,385	8,410	40,260	42,050	100,929	8,523	36,177
Casualty & Liability	18,388	14,895	49,224	74,475	178,728	14,107	72,250
Taxes	78	96	471	546	1,270	75	501
Purchase of Service	125,552	148,681	595,695	674,253	1,699,999	122,614	555,230
Miscellaneous	2,108	1,747	5,634	8,735	20,973	761	2,041
Marketing & Promotion	(471)	-	177	-	-	-	-
Interest	-	-	0	-	-	-	7
Leases & Rentals	-	-	-	-	-	-	-
Total Expenses	357,182	433,072	1,701,730	2,222,566	5,523,584	330,176	1,788,234
Surplus (Deficit)	(140,931)	(219,692)	(524,321)	(953,529)	(2,588,648)	(131,388)	(727,638)
Subsidy							
Local Subsidy	-	-	-	-	-	-	-
State Subsidy	13,473	87,351	13,473	300,036	300,036	-	-
Federal Subsidy	127,457	132,339	510,847	653,491	2,288,605	131,388	727,638
Total Subsidy	140,931	219,690	524,321	953,527	2,588,641	131,388	727,638
Difference	-	(2)	-	(2)	(7)	-	-

RESOLUTION NO. 2137

AUTHORIZING THE AWARD OF CONTRACT TO SELL BUS, PARATRANSIT VEHICLE, AND BUS SHELTER ADVERTISING

WHEREAS, the Cumberland-Dauphin-Harrisburg Transit Authority (CAT) has identified an opportunity to generate revenue using the fixed route buses, paratransit vans, and bus shelters as areas to host advertising and,

WHEREAS, the Cumberland-Dauphin-Harrisburg Transit Authority identified that joining with Central Pennsylvania Transportation Authority (CPTA), the South Central Transit Authority (SCTA), and Lebanon Transit Authority (LTA) to release a Request for Proposals would be the best method to award due to the variability in service and possible revenue; and,

WHEREAS, a Request for Proposals was released September 15, 2021, seeking proposals for advertising agencies to provide the best service to possible advertising clients, the greatest cooperation to the operations department, and the greatest revenue for the Authority; and,

WHEREAS, two (2) responsive proposals were received and were scored according to published criteria by a committee consisting of the Executive Director of LTA, the Director of Planning and Procurement of SCTA, and the Procurement Analyst of the CPTA/CAT; and,

WHEREAS, the firm Vector Media received the highest aggregate scored proposal and provided the greatest forecast revenue generation for the bulk of the group; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cumberland-Dauphin-Harrisburg Transit Authority to award a three year, base contract with two optional years to Vector Media Holding Corporation allowing for the sales of advertising space on buses, paratransit vans, and certain bus shelters.

CERTIFICATION OF OFFICERS

OF

CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Cumberland-Dauphin-Harrisburg Transit Board Members held on December 16, 2021.

Richard Kotz
Secretary

attest: _____
Eric Bugaile
Chairman

RESOLUTION NO. 2137

AUTHORIZING THE AWARD OF CONTRACT TO SELL BUS, PARATRANSIT VEHICLE, AND BUS SHELTER ADVERTISING

- Bus Shelter Locations
 - Lemoyne Borough Lemoyne 990 State Street, Lemoyne, PA
 - Lemoyne Borough Lemoyne 990 State Street, Lemoyne, PA
 - Lemoyne Borough Lemoyne 990 State Street, Lemoyne, PA
 - Lemoyne Borough Lemoyne 990 State Street, Lemoyne, PA
 - Harrisburg Herr St & Dr. Claude E Nichols St (Sunshine Park SS)
 - Harrisburg Herr St & N. 12th St. (Sunshine Park NS)
 - Harrisburg Herr St & N. 15th St. (Harrisburg Cemetery SS)
 - Harrisburg Herr St & N. 15th St. (Harrisburg Cemetery NS)
- Vehicle Information
 - 76, Fixed Route Vehicles
 - 49, Paratransit Vehicles
- Revenue Breakdown

VECTOR REVENUE PROPOSAL						
		Annual Guarantee	Annual Increase	% Share	Projected Ad Space Sales	Potential Ad Sales Revenue
Base Contract	2022	\$250,000	----	60%	\$750,000	\$450,000
	2023	\$262,500	5.0%	60%	\$790,000	\$474,000
	2024	\$275,500	5.0%	60%	\$830,000	\$498,000
	Base Contract Total		\$788,000			
Option Year 1	2025	\$284,000	3.1%	60%	\$871,000	\$522,600
Option Year 2	2026	\$292,500	3.0%	60%	\$915,000	\$549,000
Option Years Total		\$576,500				\$1,071,600
5 Year Total Revenue		\$1,364,500				\$2,493,600

- Vector will utilize bus wraps, bus interior advertising, and smaller signs on the sides of vehicles.
- Has a unique feature where an advertiser can buy all of the advertising space in a shelter to make the shelter one, large display for the advertiser.

RESOLUTION NO. 2138

APPROVING A LEASE AGREEMENT WITH SRТА

WHEREAS, Susquehanna Regional Transportation Authority (SRТА) is a municipal authority engaged in the activity of providing public transit services within the Counties of Adams, Cumberland, Columbia, Dauphin, Franklin, Montour, Northumberland, Perry, Snyder, Union and York; and

WHEREAS, CAT is a municipal authority engaged in the activity of providing public transit services within the Counties of Cumberland and Dauphin; and

WHEREAS, SRТА desires to lease from CAT the rolling stock and facilities to support to provide certain fixed route bus operations, special services, paratransit bus operations, maintenance and related support services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that it approves the lease agreement with SRТА.

CERTIFICATION OF OFFICERS

OF

CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Cumberland-Dauphin-Harrisburg Transit Authority Board Members held on December 16, 2021.

attest: _____

Rick Kotz, Secretary

Eric Bugaile, Chairman

LEASE AGREEMENT

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY AND CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY

THIS LEASE AGREEMENT ("Lease") is made and entered into on this _____ day _____ of _____, 2021 (the "Effective Date"), by and between Cumberland-Dauphin-Harrisburg Transit Authority ("CAT" or "Landlord"), a municipal authority and body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, with its headquarters located at 901 N. Cameron Street, Harrisburg, Pennsylvania 17101, and Susquehanna Regional Transportation Authority ("SRTA" or "Tenant"), a municipal authority and body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, with its headquarters located at 901 N. Cameron Street, Harrisburg, Pennsylvania 17101.

BACKGROUND

SRTA is a municipal transit authority which provides public transit services, including fixed route transit services, shared ride and paratransit special transportation services, and other directly related public transportation services, including for example Park and Rides, in Adams, Columbia, Cumberland, Dauphin, Franklin, Montour, Northumberland, Perry, Snyder, Union and York Counties in Pennsylvania.

CAT is a municipal transit authority providing certain fixed route and shared ride paratransit special transportation services to SRTA in Dauphin and Cumberland County, and in the past provided other transportation services now being provided by SRTA.

CAT is the owner of certain tracts or parcels of real estate located at: 1) 901 N. Cameron Street, Harrisburg, Pennsylvania, 2) Transfer Center located at Market Square, Harrisburg, PA3) various bus shelters throughout the service area, all of which are collectively referred to in this Lease as the "Properties" or "Premises."

CAT has agreed to lease all of the Properties to SRTA, on the terms and conditions contained in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereto do hereby covenant and agree as follows:

ARTICLE I
PREMISES, PRIME
LEASE

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Properties currently owned by CAT,) 901 N. Cameron Street, Harrisburg, Pennsylvania, 2) Transfer Center located at Market Square, Harrisburg, PA3) various bus shelters throughout the service area.

**ARTICLE II
TERM**

Section 2.1. Initial Term.

The Initial Term shall commence on January 1, 2022, and shall continue through and including December 31, 2027. This lease shall automatically renew for additional five (5) year terms unless notice is provided by any party within ninety (90) days prior to the conclusion of the term.

Section 2.2. Termination.

This Lease shall terminate on the last day of the Initial Term without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Properties and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Properties at the end of the Initial Term or any Optional Term, Tenant will be liable to Landlord for any and all damages which the Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant.

Section 2.3. Conditions.

Tenant accepts the Property in its current condition.

ARTICLE III
USE

Tenant will occupy the Property only for the Permitted Use of a public transportation authority, and such other uses as are directly related to and further its mission as a public transportation authority, in accordance with applicable state and federal statutes and regulations. If Tenant desires to change the Permitted Use, Tenant must obtain the prior written approval of the Landlord for such change (such approval not to be unreasonably withheld, conditioned or delayed).

ARTICLE IV

MAINTENANCE, REPAIRS, OPERATING AND INSURANCE COSTS

SRTA covenants and agrees to pay for all maintenance, repairs, and operating costs for the Properties, except to the extent that any such costs are currently within an existing CAT federal or state grant. SRTA also agrees to pay for the cost of Landlord's insurance costs for the Properties. The payment of all such maintenance, repairs, operating and insurance costs shall be the consideration for the lease of such Properties, without the payment of any additional sums, and shall be considered the "rent" for such Properties.

ARTICLE V IMPROVEMENTS

Section 5.1. Improvements.

SRTA may make improvements upon the Properties with CAT's prior written consent. SRTA shall be responsible for the payment of all such improvements, unless such are within an existing CAT federal or state grant. SRTA shall fully comply with all applicable federal and state statutes and regulations.

Section 5.2. Mechanic's Liens.

No work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord or by reason of any consent given by Landlord to Tenant to improve the Properties. Tenant shall place such contractual provisions as Landlord may request in all contracts and subcontracts for Tenant's improvements assuring Landlord that no mechanic's liens will be asserted against Landlord's interest in the Premises or the property of which the Premises are a part. Such contracts and subcontracts shall provide, among other things, the following: notwithstanding anything in such contracts or subcontracts to the contrary, Tenant's contractors, subcontractors, suppliers and material-men (hereinafter collectively referred to as "Contractors") will perform the work and/or furnish the required materials on the sole credit of Tenant; that no lien for labor or materials will be filed or claimed by the Contractors against Landlord's interest in the Premises or the property of which the Premises are a part; that the Contractors will immediately discharge any such lien filed by any of the Contractors' suppliers, laborers, material-men or subcontractors; and that the Contractors will indemnify and save Landlord harmless from any and all costs and expenses, including reasonable attorneys' fees, suffered or incurred as a result of any such lien against Landlord's interest that may be filed or claimed in connection with or arising out of work undertaken by the Contractors. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its Contractors on or about the Premises.

Section 5.3. Tenant's Leasehold Improvements And Trade Fixtures.

All leasehold improvements (as distinguished from trade fixtures and apparatus) installed in the Properties at any time, whether by or on behalf of Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless such removal is consented to in advance by Landlord, which approval shall not be unreasonably withheld or delayed; and at the expiration of this Lease, all such leasehold improvements shall be deemed to be part of the Premises, shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in Landlord without payment of any nature to Tenant.

Tenant shall have the right to erect, install, maintain and operate on the Premises such trade fixtures, equipment, apparatus and other personal property as Tenant may deem necessary

or appropriate, and such trade fixtures, equipment, apparatus and other personal property (as distinguished from leasehold improvements) shall not be deemed to be part of the Premises, shall

remain the property of Tenant and shall be removable by the Tenant at any time, including upon the expiration of this Lease. Tenant shall repair any damage to the Premises caused by the removal of such trade fixtures, equipment, improvements, apparatus and other personal property and shall restore the Premises to substantially the same condition as existed prior to the installation of such trade fixtures, equipment, improvements and apparatus.

ARTICLE VI OPERATION S

Section 6.1. Hazardous Substances.

Except for such materials as may be used in the ordinary course of Tenant's business in the Premises, Tenant shall not use or allow the Premises to be used for the Release, storage, use, treatment, disposal or other handling of any Hazardous Substance, without the prior consent of Landlord. The term "Release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §-9601 *et seq.*, as amended ("CERCLA"). The term "Hazardous Substance" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

Tenant shall: (a) comply with all federal, state, and local laws, codes, ordinances, regulations, permits and licensing conditions governing the Release, discharge, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing, handling, or otherwise managing Hazardous Substances, (b) at its own, expense, promptly contain and remediate any Release of Hazardous Substances arising from or related to Tenant's Hazardous Substance Activity in or near the Premises or the environment and remediate and pay for any resultant damage to property, persons, and/or the environment, (c) give prompt notice to Landlord, and all appropriate regulatory authorities, of any Release of any Hazardous Substance in or near the Premises or the environment arising from or related to Tenant's Hazardous Substance Activity, which Release is not made pursuant to and in conformance with the terms of any permit or license duly issued by appropriate governmental authorities, any such notice to include a description of measures taken or proposed to be taken by Tenant to contain and remediate the Release and any resultant damage to property, persons, or the environment, (d) at Landlord's request based on a reasonable cause to believe that Hazardous Substances may have been Released in the Premises due to Tenant's Hazardous Substance Activity, which request shall not be more frequent than once per calendar year, retain an independent engineer or other qualified consultant or expert acceptable to Landlord, to conduct, at Tenant's expense, an environmental audit of the Premises and immediate surrounding areas, and the scope of work to be performed by such engineer, consultant or expert shall be approved in advance by Landlord, and all of the engineer's, consultant's, or experts work product shall be made available to Landlord, (e) at Landlord's request from time to time, execute affidavits, representations, and the like concerning Tenant's best knowledge and belief regarding the presence of Hazardous

Substances in the Premises, (f) reimburse to Landlord, upon demand, the reasonable cost of any testing for the purpose of ascertaining if there has been any Release of Hazardous Substances in the Premises due to Tenant's Hazardous Substance Activity, if such testing is required by any

governmental agency, and (g) upon expiration or termination of this Lease, surrender the Premises to Landlord free from the presence and contamination of any Hazardous Substance arising from Tenant's Hazardous Substance Activity. As used in this Lease, the term "Hazardous Substance Activity" shall mean the Release, storage, use, treatment or disposal of any Hazardous Substance by the Tenant, its customers, contractors and invitees.

Section 6.2. Trash Removal Service.

Tenant shall contract for trash and recycling service.

Section 6.3. Maintenance.

Tenant shall ensure standard maintenance of the Property including such matters as snow removal, basic cleanliness, and ensure general safety practices are maintained at the Property at current levels of maintenance as performed by the Landlord.

ARTICLE VII REPAIRS and ALTERATIONS

Section 7.1. Repairs To Be Made By Landlord.

Landlord shall not be responsible to make any repairs to the Properties, unless the cost of such is within current CAT federal or state grants. Otherwise, Tenant shall make all necessary structural repairs to the Properties, including but not limited to, the exterior walls, structural columns, roof penetrations and floors. Landlord shall not be liable for leakage of water or other substances into the Premises, nor any damage caused thereby, unless and only to the extent such damage is covered under any property and casualty insurance or other insurance policy maintained by Landlord, it being acknowledged that Tenant is responsible for maintaining and paying for all such insurance coverage, not Landlord.

Section 7.2. Repairs To Be Made By Tenant.

Throughout the term of this Lease, except as otherwise expressly set forth in this Lease, Tenant at its sole cost and expense, shall keep, repair, and maintain the Premises in reasonably good order and condition, and make all necessary subsequent repairs thereto. Tenant shall keep and maintain all portions of the Premises in a clean and orderly condition, free of dirt, rubbish, and unlawful obstructions. In addition the Tenant shall assume responsibility for monitoring and maintaining smoke detectors located in the Premises.

All repairs to the Premises or any installations, equipment or facilities in or appurtenant to the Premises, other than those repairs to be made by Landlord as set forth above, shall be made by Tenant at its expense. Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises, together with all electrical, plumbing and other mechanical installations in and appurtenant to the Premises and the utility lines and installations located within the interior of the Premises, in good order and repair and will make all replacements from

time to time required thereto at its expense. Tenant will surrender the Premises at the expiration of the Term or at such other time as it may vacate the Premises in good condition, excepting depreciation caused by ordinary wear and tear, and damage due to insured Casualty. Any damage or injury sustained by any person because of mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair are the responsibility of Tenant under this Lease, shall be paid for by Tenant, and Tenant hereby agrees to indemnify and hold Landlord harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited, to attorneys' and fees for other professionals, and any other cost which Landlord might reasonably incur.

Section 7.3. Damage To Premises.

Tenant will repair promptly at its expense any damage to the Premises which is the Tenant's responsibility to repair under this Lease.

ARTICLE VIII
UTILITIES

Section 8.1. Water, Electricity, Telephone, HVAC and Sanitary Sewer.

Tenant shall be responsible for the maintenance, repair and operating costs of all utilities, including water, electricity, cooled and heated water, air/heat conditioning, telephone, sanitary sewer service and gas. Tenant shall arrange for the furnishing to the Premises of such utility services as it may require and shall be solely responsible for and shall promptly pay, as and when the same become due and payable, all charges for water, sewer, electricity, gas, telephone and other utilities used or consumed in the Premises and supplied by a public utility or public authority or any other person, firm or corporation, including Landlord, supplying the same. Tenant shall maintain, repair, and replace, at its own cost and expense, (i) the heating, ventilating and air conditioning systems in and/or serving the Premises, (ii) any elevators in and/or serving the Premises, and (iii) any fire protection suppression systems in the Premises.

Section 8.2. Discontinuance And Interruptions Of Utility Services.

Landlord shall not be liable to Tenant in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity (including Landlord) supplying or distributing such utility, or (ii) for any interruption in any utility service (including, without limitation, any heating, ventilation, air-conditioning or sprinkler) caused by the making of any necessary repairs or improvements or by any cause.

ARTICLE IX
INDEMNITY and
INSURANCE

Section 9.1. Indemnification.

To the fullest extent permitted by law, Tenant shall and does hereby indemnify Landlord and all of its officers, board members, employees, agents, contractors, servants, licensees and invitees (each, an "Indemnified Party"), and agrees to save all such parties and entities harmless and, at Landlord's option, and with counsel acceptable to Landlord, defend Landlord from and against any and all claims, actions, damages, liabilities and expenses (including, without limitation, attorneys' and fees for other professionals) judgments, settlement payments, and fines paid (collectively, the "Loss") incurred or suffered by any such parties or entities in connection with loss of life, personal injury and/or damage to property or the environment arising from or out of the occupancy or use by Tenant of the Premises, or any part thereof, the Building, including the Common Areas and the parking garage, or the performance or the breach of this Lease, occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, employees or invitees, or arising, directly or indirectly, wholly or in part, from any conduct, activity, act, omission, or operation of Tenant, its officers, agents, contractors, employees or invitees, including, but not limited to the use, handling, generation, treatment, storage, disposal, other management or Release of any Hazardous Substance in, from or to the Premises, whether or not Tenant may have acted negligently with respect to such Hazardous Substance, excluding, however, any Loss arising from an Indemnified Party's gross negligence or willful misconduct.

Tenant's obligations pursuant to this section shall survive any termination of the Lease with respect to any act, omission or occurrence which took place prior to such termination.

Section 9.2. Landlord Not Responsible For Acts Of Others.

Except as otherwise provided in this Lease, Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any part of the Building, or otherwise, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes, except, in each such case, for any loss or damage caused by Landlord's gross negligence or willful misconduct. Except as otherwise provided under this Lease, Tenant agrees to use and occupy the Premises at Tenant's own risk.

Section 9.3. Tenant's Insurance.

At all times after the execution of this Lease, Tenant will carry and maintain, at its expense:

(a) commercial (general) liability insurance policy, including (but not limited to) insurance against assumed or contractual liability under this Lease, with respect to liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, to afford protection with respect to personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for general liability and not less than One Million Dollars (\$1,000,000) for automobile liability; and

(b) all-risks property and casualty insurance policy, including theft coverage, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) and all leasehold improvements installed in the Premises by or on behalf of Tenant; and

(c) if and to the extent required by law, worker's compensation insurance policy, or similar insurance in form and amounts required by law.

Section 9.4. Tenant's Contractor's Insurance.

Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord, a non-deductible:

(a) commercial (general) liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractors protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than Two Million Dollars (\$2,000,000) per occurrence combined single limit/Two Million Dollars (\$2,000,000) general aggregate (but not less than Two Million Dollars (\$2,000,000) per location aggregate); and

(b) comprehensive automobile liability insurance policy with limits for each occurrence of not less than Two Million Dollars (\$2,000,000) with respect to personal injury or death and property damage; and

(c) worker's compensation insurance policy or similar insurance in form and amounts required by law.

Section 9.5. Policy Requirements.

The company or companies writing any insurance which Tenant is required to carry and maintain or cause to be carried or maintained pursuant to this Lease, as well as the form of such insurance, shall at all times be subject to Landlord's approval, which approval shall not be unreasonably withheld or delayed, and any such company or companies shall be licensed to do business in the state in which the Premises is located, with a financial rating of at least A- as rated in the most recent edition of *Best Insurance Reports*, and in business for at least the past five years. Comprehensive general liability and all-risks property and casualty insurance policies evidencing such insurance shall, with respect to comprehensive commercial liability policies, name Landlord, and/or its designee(s) as additional insured and, with respect to all-risks property and casualty insurance policies, name Landlord and/or its designee(s) as loss payee, shall be primary and noncontributory, and shall also contain a provision by which the insurer agrees that such policy shall not be canceled, materially changed or not renewed without at least thirty days' advance notice to Landlord, or to such other party or address as may be designated by Landlord or its designee. Each such policy or a certificate thereof, shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same.

Section 9.6. Increase In Insurance Limits.

Landlord reserves the right to require that the insurance limits set forth above or elsewhere in this Lease be reasonably increased from time to time, provided that Landlord determines, in good faith, that the existing coverage limitations are inadequate to protect Landlord's interest in the Premises.

Section 9.7. Tenant to Pay Cost of Landlord's Insurance.

Tenant shall be responsible to pay for the full cost of Landlord's insurance for the Properties, which shall be part of the consideration and rent for the Properties, as set forth above.

ARTICLE X
ASSIGNMENTS and
SUBLETTING

Section 10.1. Landlord's Consent Required.

Tenant will not assign this Lease, in whole or in part, or sublet all or any part of the Premises, without first obtaining the consent of Landlord, which consent will not be unreasonably withheld.

Section 10.2. Landlord's Assignment of Existing Leases.

Landlord shall assign all of its existing leases on the Properties to Tenant, effective with the commencement Date of this Lease, or at such other date as the parties may agree.

ARTICLE XI

NON-DISTURBANCE and ATTORNMENT

If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, the successor to Landlord's interest in the Lease shall not terminate this Lease or disturb Tenant's occupancy of the Premises; provided, however, that if so requested or required by such successor in interest, Tenant shall refer to such successor in interest and shall execute such agreement in confirmation of such non-disturbance and attornment as such successor in interest shall reasonably request.

ARTICLE XII
NOTICES

Any notice, request, demand, approval or consent given or required to be given under this Lease shall be in writing and shall be deemed to have been given as follows:

(a) if intended for Landlord, on the third day following the day on which the same shall have been mailed by United States Postal Service registered or certified mail or express mail, return receipt requested, with all postage charges prepaid, addressed to Landlord as follows:

Chairperson of the Board
SRTA
901 N. Cameron Street
Harrisburg, PA 17101

(b) and if intended for Tenant, on the third day following the day on which the same shall have been mailed by United States Postal Service registered or certified mail or express mail, return receipt requested, with all postage charges prepaid, addressed to Tenant as follows:

Chairperson of the Board
SRTA
901 N. Cameron Street
Harrisburg, PA 17101

Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

ARTICLE XIII

QUIET ENJOYMENT; LANDLORD'S WARRANTIES.

Section 13.1. Landlord's Authority; Quiet Enjoyment.

Landlord represents and warrants that (a) it has full right and authority to execute this Lease for the term and upon the conditions herein contained, and (b) Tenant, upon performing all of its obligations hereunder, shall not be disturbed in its peaceful and quiet enjoyment of the Premises for the term of this Lease and any renewals thereof by any party claiming by, through or under Landlord, subject to the terms and conditions of this Lease.

Section 13.2. Representations of Landlord.

(a) Landlord represents, warrants and covenants to Tenant as follows:

(1) Landlord has good and marketable fee simple title to the Property, possesses full power and authority to deal therewith in all respects and no other party has any right or option with respect to the Premises or in connection therewith;

(2) There are no pending or, to the knowledge of Landlord, threatened condemnation proceedings or actions affecting the Property;

(3) This Lease and the consummation of the transactions contemplated hereby shall be valid and binding upon Landlord and shall not constitute a default (or an event which with notice or passage of time or both will constitute a default) under any contract to which Landlord is a party or by which it is bound;

(4) Landlord is not subject to any contract, lease or other agreement, written or oral, with respect to the ownership, use, operation or maintenance of the Premises, other than contracts, leases and agreements which have been disclosed to Tenant in writing;

(5) Use of the Premises for the Permitted Use will not violate the terms and provisions of any leases or other restrictions affecting the Property;

(6) Landlord is currently involved in pending litigation involving two of the prime

contractors for the construction of the Building and Property ("Construction Project"); Landlord

is aware of claims of numerous subcontractors and suppliers, many of whom have requested copies of the payment bonds for the Construction Project; Landlord anticipates that additional claims and suits may be filed relating to the Construction Project, including but not limited to claims relating to the payment and performance bonds; claims have been filed and Landlord anticipates that additional claims and suits may be filed relating to the collapse of a building adjacent to the Construction Project;

(b) Except as expressly set forth in this Lease, Landlord makes no warranties or representations as to the Premises, or any other conditions or terms of this Lease, and Tenant expressly acknowledges that it has not relied upon any statements made by Landlord or any conditions not expressly set forth in this Lease.

ARTICLE XIV

IMMUNITIES AND LIMITATION ON RIGHT OF RECOVERY

Nothing contained in this Lease shall be or be deemed to be a waiver of the immunities and limitations enjoyed by Landlord or Tenant under the provisions of 42 Pa.C.S. §§8501 - 8564 and other law, as applicable.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Estoppel Certificates.

At any time and from time to time, within ten days after Landlord or Tenant shall request the same, the party of whom such request is made will execute, acknowledge and deliver to the requesting party and to such other party as may be designated by the requesting party, a certificate in a form reasonably acceptable to the requesting party certifying, to the best of its knowledge, as to such matters relating to this Lease or to the status of performance of obligations of the parties hereunder as may be reasonably requested by such requesting party.

Section 15.2. Successors And Assigns.

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns and shall inure to the benefit of Tenant and only such assigns and subtenants of Tenant as shall be permitted under this Lease. Upon any sale or other transfer by Landlord of its interest in the Premises and in this Lease, and the

assumption by Landlord's transferee of the obligations of Landlord hereunder, Landlord shall be relieved of any obligations under this Lease accruing thereafter.

Section 15.3. Compliance With Laws And Regulations.

Except as otherwise expressly set forth in this Lease, Tenant, at its sole cost and expense, shall comply, and shall cause the Premises to comply with (a) all federal, state, regional, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting any part of the Premises, or the use thereof, including, but not limited to, those which require the making of any unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (b) all rules, orders and regulations of the National Fire Protection Association, Landlord's casualty insurer(s) and other applicable insurance rating organizations or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises.

Section 15.4. Captions And Headings.

The captions and headings of articles and sections are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

Section 15.5. No Discrimination.

All customers, employees, licensees, and invitees of Tenant shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Premises without discrimination because of race, creed, color, sex, age, national origin, ancestry, or handicap. Tenant shall not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of the race, creed, color, sex, age, national origin, ancestry, or handicap of such person or group of persons.

Section 15.6. Landlord Not Liable For Loss Or Damage.

Tenant understands and affirms that Landlord has no duty to provide security in the Premises, the Building or the surrounding area. Nothing herein shall render the Landlord responsible for property losses or bodily injury including death to Tenant, its employees and invitees, caused by or resulting from criminal acts.

Section 15.7. No Joint Venture.

Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

Section 15.8. Submission Of Lease.

The submission of this Lease to Tenant shall not constitute an offer to Lease the Premises to Tenant, nor shall it grant or convey to Tenant any rights in or to the Premises. This Lease

shall not be effective or shall it bind the parties hereto unless and until a copy of this Lease, fully executed by Landlord, is delivered to Tenant or its agents or representatives.

Section 15.9. No Modification.

The parties hereto intend that this writing be the final expression of their agreement and the complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

Section 15.10. Severability.

If any portion of any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 15.11. Third Party Beneficiary.

Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary.

Section 15.12. Applicable Law.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereto agree to the exclusive concurrent jurisdiction of the state and federal courts that sit within the City of Harrisburg, Pennsylvania for the resolution of all disputes arising hereunder.

Section 15.13. Survival.

All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or termination of this Lease or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Lease, shall survive the termination or expiration of this Lease.

Section 15.14. Counterparts: Delivery of Signature Pages.

This Lease may be executed in counterparts, each of which shall constitute an original. Signatures to this Lease delivered by facsimile or e-mail transmission shall be binding against

the party delivering such signature.

Section 15.15. Title VI Assurance.

(a) The Tenant for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree " as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated in or on the Premises described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 of the Code of Federal Regulations, Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon, and hold the same as if this Lease had never been made or issued.

(b) The Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, " as a covenant running with the land" that (1) no person, on the ground of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities, (2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon or therein, no person on the ground of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination, (3) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49 of the Code of Federal Regulations, Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon, and hold the same as if this Lease had never been made or issued.

Section 15.16. FEDERAL TRANSIT ADMINISTRATION GRANT REQUIREMENTS:

(a) The Tenant acknowledges that the Landlord is the recipient of Federal grants through the Federal Transit Administration ("FTA"), which funds, in part, the Property. The Tenant further acknowledges that, pursuant to FTA grant requirements, the Landlord must demonstrate and retain satisfactory continuing control over the use of

the Property. The Tenant agrees that it will not exercise any right permitted under this Lease in a manner which compromises or otherwise diminishes the Landlord's obligation to retain satisfactory continuing control over the use of the Property.

(b) The Tenant acknowledges the Federal interest in the Property and agrees that it will take no action which compromises or otherwise diminishes such interest.

(c) The Tenant acknowledges that the Landlord must comply with all applicable Federal statutes, regulations, orders, certification and assurances, or other Federal law (collectively referred to as "Federal laws"), including, but not limited to, those set forth in the current Master Agreement governing transit projects supported with Federal assistance awarded through the FTA. The Tenant agrees that it will take no action seeking compliance with non-Federal laws to the extent such laws conflict with applicable Federal laws.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Lease as of the day and year first above written.

LANDLORD: Cumberland-Dauphin-Harrisburg Transit Authority

BY: _____
Eric Bugaile, Chairperson

DATE: _____

ATTEST: _____
Rich Kotz, Secretary

TENANT: Susquehanna Regional Transportation Authority

BY: _____
Raymond Rosen, Chairperson

DATE: _____

ATTEST: _____
Rich Kotz, Secretary

RESOLUTION NO. 2139

APPROVING A SUBCONTRACT AND SERVICE AGREEMENT WITH SRTA

WHEREAS, Susquehanna Regional Transportation Authority (SRTA) is a municipal authority engaged in the activity of providing public transit services within the Counties of Adams, Cumberland, Columbia, Dauphin, Franklin, Montour, Northumberland, Perry, Snyder, Union and York; and,

WHEREAS, CAT is a municipal authority engaged in the activity of providing fixed route and complementary ADA transit services within the Counties of Cumberland and Dauphin Counties and shared ride services in Dauphin County; and,

WHEREAS, SRTA desires to subcontract with CAT to provide certain fixed route bus operations, special services, paratransit bus operations, maintenance and related support services in the County of Dauphin and Cumberland; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that it approves the subcontract and services agreement with SRTA.

CERTIFICATION OF OFFICERS

OF

CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Cumberland-Dauphin-Harrisburg Transit Authority Board Members held on December 16, 2021.

attest: _____

Rich Kotz, Secretary

Eric Bugaile, Chairman

SUBCONTRACT AND SERVICES AGREEMENT

THIS SUBCONTRACT AND SERVICES AGREEMENT (hereinafter referred to as "Agreement") effective this 1st day of January, 2022 by and between the SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY, a municipal authority organized under the Municipalities Authorities Act of 1945, as amended, with its principal offices located at 901 N. Cameron Street, Harrisburg, Pennsylvania, (herein referred to as "SRTA"), and the CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY, a municipal authority organized under the Municipalities Authorities Act of 1945, with its principal offices located at 901 North Cameron Street, Harrisburg, Pennsylvania (herein referred to as "CAT").

WITNESSETH:

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

WHEREAS, CAT is a municipal authority engaged in the activity of providing fixed route and complementary ADA paratransit public transit services within the Counties of Dauphin and Cumberland and shared ride services for the County of Dauphin ("Service Area"); and

WHEREAS, CAT will provide operators for services Fixed Route, Paratransit and other public transit services for Dauphin County and Fixed Route Service for Cumberland County and maintenance for the services noted in this section; and

WHEREAS, SRTA desires to subcontract with CAT to provide certain fixed route bus operations, special services paratransit bus operations, maintenance and related services in the County of Dauphin County, fixed route and ADA complementary bus service in Cumberland County; and

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

below.

1. **CAT Subcontracted Services.** SRTA hereby subcontracts with CAT and CAT agrees to provide the following services to SRTA in the County of Dauphin and Cumberland:
 - 1.1. CAT shall provide fixed route transportation services in Dauphin and Cumberland County, as designated from time to time by SRTA;
 - 1.2. CAT shall provide bus operators for the above fixed route services;
 - 1.3. CAT shall provide certain special services, including but not limited to shared ride, Complementary ADA Paratransit and microtransit transportation services in Dauphin County and Fixed Route and Complementary ADA paratransit in Cumberland County, as specified from time to time by SRTA;
 - 1.4. CAT shall provide vehicle operators for the above special services routes, as specified from time to time by SRTA.
 - 1.5. CAT shall utilize its existing fixed route vehicles for the above fixed route services, including those ordered but not yet delivered under existing grants;
 - 1.6. CAT shall utilize its existing special services (paratransit) vehicles for the above special services routes services, including those ordered but not yet delivered under existing grants;
 - 1.7. CAT shall provide maintenance employees for the fixed route and certain special services vehicles for services defined in this agreement;
 - 1.8. CAT shall provide and pay for insurance on all of its fixed route and special services (paratransit) vehicles;
 - 1.9. CAT shall collect passenger fares directly paid to the bus operators and shall remit all such fares to SRTA on a daily basis;
 - 1.10. All such services shall be provided primarily for the residents and visitors of Dauphin and Cumberland County and/or as directed by the dispatcher;
2. **Lease of Buildings and Facilities.** CAT shall lease to SRTA its existing transit facilities. SRTA shall be responsible for the maintenance, repair, and operating costs for all such buildings and facilities, and shall maintain insurance on all such buildings

and facilities, except to the extent that such are currently within an existing CAT federal or state grant. CAT and SRTA shall enter into a written Lease Agreement in the form attached as Exhibit A.

3. **Lease of Certain Vehicles.** CAT shall lease to SRTA its vehicles currently used for administration and support staff. CAT and SRTA shall enter into a written Vehicle Lease Agreement in the form attached as Exhibit B.
4. **SRTA Responsibilities.** It is recognized that as of January 1, 2022, SRTA shall be the entity responsible for providing transportation services throughout the Service Area, and that CAT shall be solely a subcontractor to SRTA. SRTA shall provide the following services:
 - 4.1. SRTA may purchase and lease to CAT new vehicles necessary for the fixed route transportation services for Dauphin and Cumberland County, in which case CAT and SRTA shall enter into a written Vehicle Lease Agreement, in the form attached as Exhibit C;
 - 4.2. SRTA may purchase and lease to CAT new vehicles necessary for the specified special services (paratransit) route transportation services for Dauphin County and for ADA Complementary Paratransit for Cumberland County, in which case CAT and SRTA shall enter into a written Vehicle Lease Agreement, in the form attached as Exhibit C;
 - 4.3. SRTA shall provide all necessary materials and supplies to CAT which CAT does not currently have, for the operation of the above transportation services and maintenance of vehicles;
 - 4.4. SRTA shall be responsible for all support services, including, but not limited to, those related to the fixed route, paratransit, and maintenance operations subcontracted to and provided by CAT. This shall include but not be limited to services of the executive director, management and supervisory operations staff, management and supervisory maintenance staff, financial department services and staff, administration and human resources services and staff, support and customer service staff, IT department services and staff, and procurement, marketing and clerical services and staff. This shall also include all services subcontracted to other entities.

4.5. SRTA shall oversee compliance with all Federal, State, and Local statutory and regulatory requirements, prepare Board meeting agenda and materials and its Executive Director shall attend Board meetings of CAT, and represent CAT at any meetings required with local elected officials.

4.6. SRTA shall supply special service operators in the portions of the Service Area where CAT does not have direct employees. Nothing in this Agreement shall be construed to make CAT and SRTA joint employers and nothing shall entitle SRTA special service operators any status within any union that is certified for CAT.

5. **Assignment of Contracts.** CAT shall assign to SRTA its existing lease agreements and such other contracts and agreements as the parties may agree.
6. **Authorization.** CAT authorizes SRTA to take all actions necessary to efficiently and effectively perform all support services under this Agreement, including but not limited to the right to administer current grant agreements and to sign checks and handle monies and finances.
7. **Revenues.** As the designated public transit agency for the County of Dauphin and Cumberland, and as lessee of buildings and facilities, all revenues from passenger fares, parking revenues, and rental and other payments from building leases shall be paid to SRTA, unless the parties specifically agree otherwise.
8. **Payment for services.** CAT shall pay for all of its personnel costs directly. SRTA shall reimburse CAT for the cost of such services that CAT is not able to pay after utilizing its existing operating funds and revenues. This shall include all personnel and labor costs for wages, fringe benefits, including but not limited to health insurance, life insurance, disability insurance, tool allowance, uniforms, related payroll costs, and other costs required by the collective bargaining agreements to which CAT is a party. CAT and SRTA shall review and prepare a full accounting of the actual costs of such services on a regular basis, at least monthly.
9. **Other services and costs.** The parties may mutually agree to additional services, in writing, and duly approved by the parties' respective Boards of Directors.
10. **Term.** The subcontracted services shall begin on or about January 1, 2022, and

shall remain in full force and effect through June 30, 2024. At the conclusion of this initial term, the Agreement may be renewed upon mutual agreement on a year to year basis. In the event that any party seeks to not renew this Agreement they shall provide written notice not less than 120 days prior to the end of the term.

11. Relationship of the Parties. The executive, management, administrative and support staff employees providing any services to CAT under this Agreement shall be employees of SRTA only and shall not be employees of CAT. Similarly, special service operators employed by SRTA shall be employees of SRTA only and not employees of CAT. The bus operators, special services operators, and maintenance employees providing subcontracting services to SRTA under this Agreement shall be employees of CAT only and shall not be employees of SRTA.

SRTA shall be responsible for all compensation, including workers compensation and other fringe benefits, for all SRTA employees. CAT shall be responsible for all compensation, including workers compensation and other fringe benefits, for all CAT employees.

12. Personal Liability. No officer, director, board member, or employee of SRTA or CAT shall be personally liable for the performance of the terms of this Agreement.

13. Indemnification. CAT agrees to defend, indemnify and hold harmless the Federal Transit Administration, the Commonwealth of Pennsylvania, all counties and municipalities with the service area and SRTA, their board members, officers, agents, servants and employees from any against any and all liability, costs and expenses, including court costs and reasonable counsel fees, whether or not arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, which may be brought against SRTA and/or any of the aforementioned on account of any loss to property or injury to any person or persons (including death), including CAT's and its subcontractors' officers, agents, servants or employees, to the extent such Damages result from the negligent or willful acts or omissions of CAT or its subcontractors and/or their officers, agents, servants or employees in the performance of its obligations hereunder either during the term of this Agreement, or upon or after completion thereof. SRTA will provide notice promptly after obtaining knowledge of a claim subject to this indemnification and make available all information and

assistance that CAT may reasonably request. SRTA agrees to defend, indemnify and hold harmless CAT, its board members, officers, agents, servants and employees from any against any and all liability, costs and expenses, including court costs and reasonable counsel fees, whether or not arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, which may be brought against CAT and/or any of the aforementioned on account of any loss to property or injury to any person or persons (including death), including SRTA's officers, agents, servants or employees, to the extent such Damages result from the negligent or willful acts or omissions of SRTA and/or its officers, agents, servants or employees in the performance of its obligations hereunder either during the term of this Agreement, or upon or after completion thereof. CAT will provide notice promptly after obtaining knowledge of a claim subject to this indemnification and make available all information and assistance that SRTA may reasonably request.

14. 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 CAT or SRTA, material to the Agreement, CAT or SRTA shall have the right on ninety (90) days written notice to the other to terminate this Agreement.

15. 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:

Chairperson
Board of Directors of SRTA
901 North Cameron Street
Harrisburg, PA 17101

Chairperson
Board of Directors of CAT
901 North 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.

16. Governing Law. This Agreement will be governed by and constructed 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:

Cumberland-Dauphin-Harrisburg Transit Authority

BY _____

Rick Kotz, Secretary

Eric Bugaile, Chairperson

Attest:

Susquehanna Regional Transportation Authority

BY _____

Rich Kotz, Secretary

Raymond Rosen, Chairperson

RESOLUTION NO. 2140

ESTABLISHING BOARD MEETING CALENDAR FOR 2022

WHEREAS, the Board meeting calendar of the Cumberland-Dauphin-Harrisburg Transit Authority must be established and published annually; and,

WHEREAS, the Board committee calendar of the Cumberland-Dauphin-Harrisburg Transit Authority will be published along with the established Board meeting calendar to avoid any conflicts with existing laws and requirements; and,

WHEREAS, in any month a board meeting may be canceled, a management report along with financial statements will be provided to board members; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cumberland-Dauphin-Harrisburg Transit Authority that they shall meet according to the following calendar – all Board meetings commencing at 9:45 a.m., except as otherwise noted, at the office of CAT, 901 N. Cameron St, Harrisburg:

January 27, 2022
February 24, 2022
March 31, 2022
April 28, 2022
May 26, 2022
June 30, 2022
July 28, 2022
August 25, 2022
September 29, 2022
October 27, 2022
November 17, 2022
December 22, 2022

CERTIFICATION OF OFFICERS

OF

CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Cumberland-Dauphin-Harrisburg Transit Authority Board Members held on December 16, 2021.

Richard Kotz
Secretary

attest: _____
Eric Bugaile
Chairman

RESOLUTION NO. 2141

**AUTHORIZING THE AWARD OF CONTRACT FOR THE MAINTENANCE OF
THE MIDDLETOWN TRAIN STATION PARKING LOT AND STATION**

WHEREAS, PennDOT has contracted with the Cumberland-Dauphin-Harrisburg Transit Authority to manage the parking lot at the Middletown Train Station located at the intersections of Emaus, Wood, and West Main Streets in Middletown, PA; and,

WHEREAS, a Request for Proposals (RFP) was released November 1, 2021, with proposals being due December 3, 2021; and,

WHEREAS, initially 12 organizations requested proposal information, one proposal was supplied by SP+ Parking; and,

WHEREAS, the procurement analyst surveyed the remaining 11 organizations which did not submit proposals and identified the reasons why including: there were more attractive opportunities, they lacked sufficient staff to prepare a proposal, the organization(s) did not have a presence in the area, and the organization(s) did not feel they could provide a competitive price; and,

WHEREAS, SP+ Parking currently operates and maintains the City of Harrisburg's 12 parking garages and lots, allowing the company to spread overhead costs to a larger operation, and provide a competitive price while providing excellent customer service for parking customers and the Cumberland-Dauphin-Harrisburg Transit Authority; and,

WHEREAS, the SP+ Parking proposal was evaluated, scored, and was determined to meet or exceed the specific elements of the RFP; and,

WHEREAS, PennDOT will subsidize the parking lot operation and maintenance costs; and,

WHEREAS, the annual cost proposed by SP+ Parking is Two-hundred, Fifty-five thousand, Nine-hundred Dollars and Zero Cents (\$255,900.00); and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cumberland-Dauphin-Harrisburg Transit Authority to award a contract for the maintenance and operation of the Middletown Train Station Parking Lot to SP+ Parking in an amount not to exceed Two-hundred, Fifty-five thousand, Nine-hundred Dollars and Zero Cents (\$255,900.00).

CERTIFICATION OF OFFICERS OF

CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Cumberland-Dauphin-Harrisburg Transit Board Members held on December 16, 2021.

attest:

Richard Kotz, Secretary

Eric Bugaile, Chairman

RESOLUTION NO. XXXX

AUTHORIZING THE AWARD OF CONTRACT FOR THE MAINTENANCE OF THE MIDDLETOWN TRAIN STATION PARKING LOT AND STATION

Fact Sheet

- The new parking lot will have 367 regular parking spaces, 17 ADA spaces, and 4 electric vehicle charging spaces
- PennDOT estimates 16,900 parking lot users for 2022 and 19,600 for 2023
- Rates will be \$2 per hour and \$15 per day.
- Revenue for 16,900 users assuming all pay the daily (\$15) rate would be \$253,500
- The proposed annual cost is \$255,900 with PennDOT subsidizing the operation and management
- SP+ Parking currently operates the City of Harrisburg's 12 parking lots and garages
- SP+ Parking was founded in 1929 and has since grown to 14,000 employees, operates 3,200 facilities, and functions in 350 cities across the U.S.
- SP+ Parking will perform maintenance activities for the station and parking lot to include:
 - Lawn care
 - Snow and ice removal
 - Graffiti abatement
 - Janitorial services
 - Light building maintenance
 - Parking enforcement
 - Sign maintenance
 - Lamp service and replacement
 - Payment collection and reporting

RESOLUTION NO. 2142

AUTHORIZING THE AWARD OF CONTRACT FOR HVAC ROOF TOP UNIT REPLACEMENT

WHEREAS, the Cumberland-Dauphin-Harrisburg Transit Authority has identified a need to replace Roof Top Unit numbers Seven (7) through Ten (10) as they have reached the end of their service life; and,

WHEREAS, the Cumberland-Dauphin-Harrisburg Transit Authority identified that a Request for Proposals would be the best method to award due to the variability in service, hardware, and installation quality which required evaluation beyond price; and,

WHEREAS, a Request for Proposals was released September 27, 2021, seeking proposals to provide the best replacement and installation value to Cumberland-Dauphin-Harrisburg Transit Authority; and,

WHEREAS, Four (4) responsive proposals were received and were scored according to published criteria by a committee consisting of operations, maintenance, and procurement personnel; and,

WHEREAS, the firm, E.L. Heim received the highest aggregate scored proposal and provided the second to least cost; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cumberland-Dauphin-Harrisburg Transit Authority to award the contract for the HVAC Roof Top Unit Replacement to E.L. Heim Company with a not-to-exceed value of Thirty-six-thousand, Three-hundred, Sixty-seven Dollars and Zero Cents (\$36,367.00).

**CERTIFICATION OF OFFICERS
OF**

CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of Cumberland-Dauphin-Harrisburg Transit Authority Board Members held on December 16, 2021.

Richard Kotz
Secretary

attest: _____
Eric Bugaile
Chairman

RESOLUTION NO. XXXX

AUTHORIZING THE AWARD OF CONTRACT FOR HVAC ROOF TOP UNIT REPLACEMENT

FACT SHEET

- The unit that services the board room has had several failures over the last few months and required repairs to continue operation.
- The units range in age from Ten (10) to Sixteen (16) years old.
- The replacement units have a Six (6) month lead time.
- The proposer offering the lowest cost was judged to have not adequately answered the questions posed in the RFP and subsequently received the lowest score.
- Each of the proposers offered the same York branded units.
- All replacement units will be 14 Seasonal Energy Efficiency Ratio (SEER). E.L. Heim evaluated higher and lower SEER ratings and found 14 to be the best value.
- The RTU's are sized as follows
 - Unit 7 – 6.5 Tons with 520 CFM Economizer
 - Unit 8 – 4 Tons with 280 CFM Economizer
 - Unit 9 – 5 Tons with 400 CFM Economizer
 - Unit 10 – 3 Tons with 240 CFM Economizer

Bidder Name	Evaluators			Total Score	Total Cost	Price per Ton
	Chris	Darwin	Allen			
E.L. Heim	10	17	17	44	\$36,367.00	\$1,965.78
Commercial Refrigeration	17	15	6	38	\$41,447.00	\$2,240.38
Spotts Brothers	10	3	3	16	\$43,650.00	\$2,359.46
W.C. Eshenaur	8	1	0	9	\$33,635.00	\$1,818.11

RESOLUTION 2143

AUTHORIZING THE PURCHASE OF FOUR ADMINISTRATION VEHICLES

WHEREAS, the Cumberland-Dauphin-Harrisburg Transit Authority (CAT) has identified a need to replace four (4) administrative vehicles since they have reached the end of their useful service life; and,

WHEREAS, the Ford Edge AWD SE was identified as the most versatile and economical vehicle to support Transit Operations; and,

WHEREAS, three (3) quotes were solicited from COSTARS participating Ford Dealers, including LB Smith Ford, Apple Ford, and Fred Bean Ford; and,

WHEREAS, LB Smith provided the most advantageous price of Thirty-one Thousand, Four-hundred, Forty Dollars and Zero Cents (\$31,440.00) per vehicle; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cumberland-Dauphin-Harrisburg Transit Authority to authorize the purchase of four (4) the Ford Edge AWD SE for a total One-hundred, Twenty-five Thousand, Seven-hundred, Sixty Dollars, and Zero Cents (\$125,760).

CERTIFICATION OF OFFICERS

OF

CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Cumberland-Dauphin-Harrisburg Transit Board Members held on December 16, 2021.

Richard Kotz
Secretary

attest: _____
Eric Bugaile
Chairman

RESOLUTION XXXX

AUTHROIZING THE PURCHASE OF FOUR ADMINISTRATION VEHICLES

- All Wheel Drive (AWD)
- Basic trim package
- SUV with rear hatch
- Four door
- These will replace units 109, 110, 111, and 112
- Will be used by operations, maintenance, and administration personnel

RESOLUTION 2144
AUTHORIZING THE PURCHASE OF NEW SERVERS

WHEREAS, the Cumberland-Dauphin-Harrisburg Transit Authority is currently using out-of-date servers, which do not have the capability to communicate with the Central Pennsylvania Transportation Authority servers; and,

WHEREAS, the two authorities will become one entity as the Susquehanna Regional Transportation Authority; and,

WHEREAS, to allow for the efficient flow of information, an upgrade of the servers is vitally necessary to allow for sufficient operational information storage; and,

WHEREAS, using current technology will allow more efficient use of staff time; and,

WHEREAS, Business Information Group (BIG) has a PA DGS statewide contract to supply and install computer and related hardware; and,

WHEREAS, BIG has the contract to manage and support our IT network; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cumberland-Dauphin-Harrisburg Transit Authority to allow the purchase of the equipment required not to exceed Seventy Thousand Five Hundred Dollars and Zero Cents (\$70,500) from the approved state contract.

CERTIFICATION OF OFFICERS

OF

CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Cumberland-Dauphin-Harrisburg Transit Board Members held on December 16, 2021.

Richard Kotz
Secretary

attest: _____
Eric Bugaile
Chairman

RESOLUTION XXXX
AUTHORIZING THE PURCHASE OF NEW SERVERS

Previous Project Purchases made through a CPTA PennDOT TA Grant:

- Purchasing one new Uninterruptible Power Supply (UPS), which will protect the equipment during power surges and power outages for up to six minutes. Cost of \$3,010
- Two new Dell network switches to be installed, which will allow more streamlined communication between various computers and the telephones at all sites costing \$19,330
- Three new PowerEdge Servers will be installed allowing greater amounts of data storage, faster archiving, and retrieval of necessary business and operational information costing \$34,155

Current Project Purchases from a CAT PennDOT/FTA Capital Grant

- Purchasing one (1) Dell PowerStore 1000T Storage Unit - \$57,080
- Installation & Configuration - \$7,000
- Contingency (for unforeseen configuration issues) - \$6,420

Total Project Cost: \$126,995

RESOLUTION NO. 2145

**APPROVING THE CENTRAL PENNSYLVANIA TRANSPORTATION AUTHORITY FRAUD,
WASTE AND ABUSE POLICY**

WHEREAS, the Cumberland-Dauphin-Harrisburg Transit Authority (CAT) wishes to adopt a policy to support the Authority's commitment to the safeguarding of public assets and preventing fraud, waste and abuse; and,

WHEREAS, CAT establishes and maintains a fair, ethical, and honest business environment for all employees, customers, suppliers and anyone else with whom the Authority has a relationship; and,

WHEREAS, CAT wishes to establish guidelines for reporting unethical behavior; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cumberland-Dauphin-Harrisburg Transit Authority, that the adoption of the Cumberland-Dauphin-Harrisburg Transit Authority Fraud, Waste and Abuse Policy be adopted and instituted.

CERTIFICATION OF OFFICERS

OF

CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Cumberland-Dauphin-Harrisburg Transit Authority Board Members held on December 16, 2021.

Rich Kotz
Secretary

attest: _____
Eric Bugaile
Chairman

Fraud, Waste, and Abuse Policy

Overview

Cumberland-Dauphin-Harrisburg Transit Authority (CAT, "Authority") is committed to the safeguarding of public assets and preventing fraud, waste, and abuse. This includes but is not limited to fraud, waste and abuse in any federal or state program including Medicare, Medicaid or any other subsidized trip with the Agency. All CAT Authority employees, as public stewards, must share in this commitment. CAT employees, especially supervisors and department heads, must be aware of the circumstances or so-called "red flags" which may potentially lead to fraud, waste, and/or abuse.

Purpose

The purpose of this document is to communicate the Authority's policy regarding the deterrence and investigation of suspected misconduct and dishonesty by employees, customers and others, and to provide specific instruction regarding appropriate action in case of suspected violations.

Scope

This policy applies to any fraud, waste or abuse or suspected fraud, waste or abuse involving customers, employees, including but not limited to department heads, officials, consultants, vendors, contractors, and any other parties with a business relationship to the Authority.

Goal

The intent of this policy is to establish and maintain a fair, ethical, and honest business environment for all employees, customers, suppliers and anyone else with whom the Authority has a relationship. Fraud, waste and abuse not only involve loss of revenues, but also decreased morale and productivity. This policy involves any state or federally subsidized trips, programs and expenditures.

Definitions

"**Abuse**" refers to violations and circumventions of departmental or Authority regulations, state regulations and/or federal regulations which impair the effective and efficient execution of operations. Examples of abuse include, but are not limited to:

- Using Authority equipment or suppliers to conduct non-Authority business
- An employee using confidential information for the benefit of his/her outside business
- Improper handling or reporting of money or financial transaction
- Profiting by self or others as a result of inside knowledge
- Destruction or intentional disappearance of records, furniture, fixtures, or equipment
- Accepting or seeking anything of material value from vendors or persons providing services or material to the Authority for personal benefit
- Unauthorized use of Authority resources for non-Authority purposes
- Misuse of purchase order authority, such as false travel or expense reports
- Accepting or seeking anything of material value from vendors or persons providing services or materials to the Authority
- Seeking or accepting trips for an improper purpose
- Use of information gained as an Authority employee for personal gain

“Fraud” encompasses an array of irregularities and illegal acts characterized by internal or external deception. It can be perpetrated for the benefit of or to the detriment of the Authority, and it can be perpetrated by persons outside as well as inside the Authority and may impact programs of the Authority. Examples of fraud include, but are not limited to:

- Theft or misappropriation of funds, supplies, etc.
- Forgery or unauthorized alteration of any document
- Intentional misrepresentation by Authority personnel regarding payroll records
- Intentional misrepresentation or knowingly misrepresenting a purpose of a trip
- Knowingly making a false entry in or false alteration of a governmental record
- Making, presenting, or using any record, document, or thing with the knowledge that it is false
- Intentional destruction, concealment, removal, or other impairment to the verity, legibility, or availability of a government record
- Processing, selling, or offering to sell a governmental record or a blank governmental record form with the intent that it be used unlawfully or with the knowledge that it was obtained unlawfully.
- Using or claiming to hold an education degree that is fraudulent, fictitious, or has been revoked, with the intent to obtain employment, promotion, or other benefit
- Credit card abuse or falsification of transaction(s)
- Making a false statement to obtain property, credit, or services
- Fraudulent transfer of a motor vehicle
- Securing execution of a document by deception
- Fraudulent use or possession of individual identifying information without that person’s consent
- Stealing or receiving an unsigned check with the intent to use it or sell it

“Waste” is defined as harmful or destructive use of property under one’s control. Waste may also refer to the unnecessary incurring of costs as the result of inefficient practices, systems, or controls whether internal or external of the Authority that may impact the Authority’s programs. Examples of waste include, but are not limited to:

- Damaging, destroying, or ruining materials or equipment
- Improper maintenance or intentional mistreatment of equipment
- Purchase of unneeded supplies or equipment
- Purchase of goods at inflated prices
- Failure to reuse or recycle major resources or reduce waste generation

Deterrence

Deterrence consists of those actions taken to discourage the perpetration of fraud and limit the exposure if fraud does occur. Department heads are responsible for the implementation and maintenance of effective internal controls. The internal audit division is responsible for assisting in the deterrence of fraud by examining and evaluating the adequacy and effectiveness of internal controls.

Reasons for the occurrence of fraud include but are not limited to:

1. Poor internal controls, especially disregarded for set policies and procedures
2. Management override of internal controls
3. Collusion between employees and/or third parties
4. Poor or non-existing ethical standards
5. Lack of supervisory control over staff and internal processes

Red Flags

The most commonly cited red flags of fraud include but are not limited to:

1. Changes in an employee's lifestyle, spending habits, or behavior
2. Poorly written or poorly enforced internal controls, procedures, policies, or security
3. Irregular or unexplained variances in financial information
4. Inventory shortages
5. Vague or unusual trip activity
6. Failure to take action on results of internal/external audits or reviews
7. Unusually high expenses or purchases
8. Frequent complaints from customers
9. Missing files
10. Ignored or overlooked employee comments or concerns regarding possible fraud
11. Refusal by an employee to relinquish custody of records
12. Working excessive overtime and refusing to take vacation time off

Fraud Prevention

The following internal controls should minimize the risk and help prevent fraud:

1. Adherence to all policies and procedures, especially those concerning documentation and authorization of transactions
2. Maintaining physical security and controlled access over assets by performing actions such as locking doors and restricting access to certain areas
3. Proper training of employees
4. Independent review and monitoring of tasks by the department supervisor, such as approval processing of selected items
5. Separation of duties so that no one employee is responsible for a transaction from start to finish
6. Clear lines of authority
7. Conflict of interest statements which are enforced
8. Rotation of duties in positions more susceptible to fraud
9. Ensuring that employees take regular vacations
10. Regular independent audits of areas susceptible to fraud
11. Follow up and monitoring of trip purposes and unusual activity

Reporting Fraud

If an employee, customer or vendor suspects that fraud is being committed within the Authority, then the employee should report it to any of the following:

- Their immediate supervisor
- Their department head
- Authority Auditor
- Human Resources

The supervisor, department head, and human resources personnel should immediately convey any reports of fraud to the Auditor.

At any time, an employee may communicate directly with the Auditor to report fraud, and the employee will have the option to remain anonymous. Every attempt will be made to protect the

identity of the reporting individual. The Auditor is committed to protecting the employee's identity and confidentiality.

Due to the important yet sensitive nature of the suspected violations, effective professional follow-up is critical. Managers should not in any circumstances perform any investigative or other follow-up steps on their own. All relevant matters should be referred immediately to the Auditor.

If members of the public suspect that fraud is being committed within the Authority, they may report it to the Auditor.

Retaliation

An employee who believes that he or she has experienced retaliation for making a report or assisting in an investigation shall report this as soon as possible to the Authority's Human Resources Department.

Reporting Unethical Behavior

Employees are encouraged to seek advice from the Authority's Human Resources Department when faced with uncertain ethical decisions. HR is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as necessary.

Duty to Report

All those who are subject to this policy have a duty to report violations of this policy and cooperate in investigations, inquiries, and hearings conducted by the Authority. However, a person making false reports shall be subject to disciplinary action if he or she reports information which he or she knows to be false or which he or she discloses with reckless disregard for its truth.

Coercion

No Authority official or employee shall directly or indirectly use or threaten to use any official authority or any influence in any manner whatsoever which tends to discourage, restrain, deter, prevent, interfere with, coerce, or discriminate against any person who in good faith reports, discloses, divulges, or provides any facts or information relative to an actual or suspected violation of this policy or other state, federal, or local laws.

Consequences

Authority department heads found to have violated this policy will be subject to discipline, include a written warning or reprimand, suspension, or termination in accordance with the procedures under which a department head may otherwise be disciplined.

Authority employees found to have violated this policy will be subject to discipline by their department head or elected official regarding violations of this policy, including a written warning or reprimand, suspension, or termination in accordance with the procedures under which the employee may otherwise be disciplined.

Parties doing business with the Authority, including vendors, consultants, contractors, customers or their principals and employees, found to have violated this policy will be subject to termination of any business relationship with the Authority and exclusion from further business opportunities with the Authority.

As to all those subject to this policy or otherwise, the Authority may make referral of its findings to the appropriate law enforcement authority.

Current and Future Procurement Projects

	Name	Type	Released	Questions Due	Bid/ Proposal Due	Contract Start	Value
SRTA	20211207 - SRTA- CAT Document Management - System Integration	Sole Source	NA	NA	NA		60,000
	SRTA Audit Contractor	RFP	1/31/2022	2/25/2022	3/11/2022	5/1/2022	TBD
Capital Area Transit	20210831 - Bus and Shelter Advertising	RFP	9/15/2021	10/1/2021	10/14/2021	1/1/2022	\$ 300,000.00
	20210903 - CAT RTU Replacement	RFP	9/27/2021	10/15/2021	10/22/2021	12/17/2021	\$ 30,000.00
	20211007 Middeltown Property Management	RFP	11/1/2021	11/11/2021	12/3/2021	12/28/2021	TBD
	20211105 - CAT Bus Barn Floor Repair	IFB	11/12/2021	11/18/2021	11/29/2021	12/6/2021	\$ 2,808,400.00
	20211122 - CAT Ford Edge -	Small Quote	11/22/2021	NA	NA	NA	\$ 122,000.00
	20211123 - CAT Natural Gas	RFQ	11/23/2021	NA	NA	12/3/2021	\$ 60,000.00
	20211203 - CAT Servers and Rack	NA	12/3/2021	NA	NA	NA	TBD
	rabbit - CAT Tire Lease	IFB	January				
rabbittransit	20210831 - Bus and Shelter Advertising RFP	RFP	Complete	9/15/2021	10/7/2021	10/14/2021	
	20210823 - Elysburg Generator	IFB		9/22/2021	10/1/2021	10/14/2021	10/25/2021
	Intercity Bus	RFP		10/18/2021	10/22/2021	10/29/2021	1/30/2022
	20211013 - rabbit door maintenance contract	Small Quote		10/19/2021	NA	NA	
	Cameras at rural locations	RFP		TBD			
	rabbit - CAT Tire Lease	IFB		January			
	Annual Plumbing Maintenance Contract	RFP		TBD			
	20211124 - rabbit Compressor Maintenance	Small Quote		11/24/2022			
	20211116 - Zarfoss Ductwork Correction	Small Quote		TBD			
	WIFI at other locations	Unknown		TBD			
	20211206 - Door C Repair	Small Quote			12/3/2021	NA	NA