

SRTA

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

DATE: DECEMBER 16, 2021

TIME: 10:00 AM

PLACE: 415 N. ZARFOSS DRIVE, YORK, PA 17404

PURPOSE: DECEMBER 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- 6)
5. Communications
 - A. 2021 RAISE Transportation Discretionary Grant Program Update (Page 7)
 - B. I-83 South Bridge Project (Page 8)
6. Treasurer's Report
7. Resolutions
 - A. RESOLUTION 2108 – ADOPTING COVID VACCINATION INCENTIVE POLICY (Pages 9 - 11)
 - B. RESOLUTION 2109 – APPROVING CPTA AND CAT MUTUAL AGREEMENT (Pages 12 – 18)
 - C. RESOLUTION 2110 – APPROVING THE SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY EMPLOYEE HANDBOOK (Page 19)
 - D. RESOLUTION 2111 – AUTHORIZATION TO NEGOTIATE AND AWARD CONTRACT FOR INTERCITY BUS PROGRAM (PAGES 20 - 21)
 - E. RESOLUTION 2112 – APPROVING A LEASE AGREEMENT WITH CAT AND CPTA (PAGES 22- 53)

- F. RESOLUTION 2113 – APPROVING A SUBCONTRACT AND SERVICE AGREEMENT WITH CAT AND CPTA (PAGES 54-68)
- G. RESOLUTION 2114 – APPROVING THE SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY FRAUD, WASTE AND ABUSE POLICY (PAGES 69-74)
- H. RESOLUTION 2115 – APPROVING SRTA CORPORATE AUTHORIZATION RESOLUTION (PAGE 75 -77)

8. Old Business

9. New Business

10. Future Procurements (PAGE 78)

11. Staff Report

12. Adjournment

Next Meeting: Thursday, January 27, 2022

SRTA
SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY
901 N. Cameron Street, Harrisburg, PA 17101

MINUTES OF INAUGURAL BOARD MEETING

November 18, 2021

Present were board members: Raymond Rosen, York County; Richard Carson, York County; Keith Martin, York County; Neil Grover, City of Harrisburg; Richard Kotz, City of Harrisburg; Eric Bugaile, Dauphin County; LaToya Winfield Bellamy, Dauphin County; Scott Wyland, Cumberland County; Kirk Stoner, Cumberland County; Thomas Wilson, Adams County and Carrie Gray, Franklin County. Jill Nagy, Counsel was also present.

Administrative Staff Members present were Richard Farr, Executive Director; Angela Bednar, Executive Assistant; Christopher Zdanis, Chief Operating Officer CAT; Jenna Reedy, Chief of Staff; David Juba, Planning Manager; Jamie Leonard, Director of Human Resources; Stephen Baldwin, Chief Financial Officer; Abby Davis, Marketing Manager; Brian Gillette, Accounting Manager; Eric Maguire, Grants Manager; Sherry Welsh, rabbitCARES Administrator; Darwin Craul, Maintenance Manager; Trevor Manahan, Chief Operating Officer rabbittransit and Miguel Aciri-Rodriguez, Transit Planner.

CALL TO ORDER

The inaugural Susquehanna Regional Transportation Authority board meeting was called to order by Attorney Jill Nagy at 10:00am.

CALL FOR CHAIRPERSON

Jill Nagy called for nominations from the floor for a Chairperson. Scott Wyland nominated Ray Rosen for Chairperson. Eric Bugaile moved for nominations to be closed. Motion passed unanimously.

Jill Nagy turned the meeting over to Ray Rosen. Ray Rosen thanked the Board for the vote of confidence in naming him Chairperson to the Susquehanna Regional Transportation Authority.

APPROVAL OF BY-LAWS

RESOLUTION 2101 – ADOPTING BY-LAWS FOR THE SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

Motion to approve was raised by Richard Carson, seconded by Eric Bugaile, and passed unanimously.

ELECTION OF OFFICERS

Ray Rosen asked for nominations for the slate of officers to include a Vice Chairperson, Treasurer, and Secretary. Scott Wyland nominated Eric Bugaile for the Vice Chairperson, Keith Martin for Treasurer and Richard Kotz as Secretary. No other nominations received from the floor. Scott Wyland moved for the nominations to be closed. Motion passed unanimously.

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CHANGES OR MODIFICATIONS TO THE AGENDA

No changes or modifications to the agenda.

PUBLIC COMMENT

No public comment.

It was confirmed that the meeting was advertised on the website as well as in PennLive Patriot News and the York Daily Record.

YAMPO TRANSIT COMMITTEE

There is no new business of the YAMPO Transit Committee.

Richard Farr provided the Board an update on what YAMPO is, York Area Metropolitan Planning Organization and the responsibility of the SRTA Board as it relates to the YAMPO Transit Committee.

COMMUNICATIONS

SRTA Board appointment letters were presented.

TREASURER'S REPORT

No Treasurer's report to review.

RESOLUTIONS

RESOLUTION 2102 – APPOINTMENT OF THE EXECUTIVE DIRECTOR

Resolution 2102 names Richard Farr as Executive Director of SRTA, effective December 1, 2021. Richard Farr verbally accepted the appointment of Executive Director of SRTA.

Motion to approve was raised by Richard Carson, seconded by LaToya Winfield Bellamy, and passed unanimously.

RESOLUTION 2103 – APPOINTMENT OF AUTHORITY SOLICITOR

Resolution 2103 names Jill Nagy of the firm, Summers and Nagy, as the solicitor of SRTA.

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

RESOLUTION 2104 – ESTABLISHING BOARD MEETING CALENDAR FOR 2022

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901 N. Cameron Street, Harrisburg, PA 17101

Resolution 2104 establishes a Board Meeting Calendar for 2022 with all meetings commencing at 10:00am at the specified locations.

Keith Martin requested calendar invites to be sent out for all the 2022 SRTA Board meeting dates.

Motion to approve was raised by Thomas Wilson, seconded by Richard Carson, and passed unanimously.

RESOLUTION 2105 – APPOINTING FUNCTIONARY COMMITTEES OF THE BOARD

Resolution 2105 allows the Authority the ability to appoint certain committees designed to transact certain ministerial business of the Authority and allows the Chairperson to appoint board members to fill the committees.

Motion to approve was raised by Thomas Wilson, seconded by Richard Carson, and passed unanimously.

RESOLUTION 2106 – AUTHORIZING ENTRY INTO THE SAFTI PROPERTY & LIABILITY AND WORKERS COMPENSATION INSURANCE POOL

Resolution 2106 approves joining and participating in the Pool commencing at 12:01 a.m. on December 1, 2021.

Motion to approve was raised by LaToya Winfield Bellamy, seconded by Richard Carson, and passed unanimously.

RESOLUTION 2107 – APPROVING THE SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY HIRING AND MAINTENANCE OF ESSENTIAL REQUIREMENTS (RETENTION) AND EMPLOYMENT QUALIFICATIONS/DRIVER POLICY

Resolution 2107 adopts guidelines and policies as they support the Authority's values of Safety, Service and Stewardship when it comes to hiring and maintenance of employees.

Motion to approve was raised by Richard Carson, seconded by Eric Bugaile, and passed unanimously.

FUTURE PROCUREMENTS

Richard Farr made the Board aware of upcoming procurements for Audit RFP and Banking Quotes.

STAFF REPORT

Richard Farr provided the Board with the following staff updates:

- Management agreements will be signed by the CAT & CPTA Boards at their upcoming respective Board meetings.

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901 N. Cameron Street, Harrisburg, PA 17101

- Lease agreements for rolling stock, facilities, etc. will be forthcoming at the December SRTA Board meeting.

ADJOURNMENT

The next scheduled Board meeting will take place on December 16, 2021, at 10:00am. This meeting will be held in person at the offices of rabbittransit located at 415 N. Zarfoss Drive, York, PA.

Motion to adjourn was made by Richard Carson and seconded by Scott Wyland. The meeting adjourned at 10:35am.

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

Rich Farr

From: Rich Farr
Sent: Wednesday, November 24, 2021 1:30 PM
To: 'i83southbridge@pa.gov'
Subject: I-83 South Bridge Project

The Susquehanna Regional Transportation Authority (rabbittransit and CAT) respectfully submit the following comments for your consideration regarding the tolling of the I-83 South Bridge.

As a transportation provider who often faces budgetary constraints, we understand why PennDOT would be exploring alternative opportunities to assist in project delivery. With that said, we are concerned about the financial impact on our service and encourage the following to be taken into consideration:

Traffic avoiding the tolls. Drivers who will seek other paths to avoid paying tolls will create extra traffic on side streets as well as the Market St and the Harvey Taylor Bridge. This will create additional cost to the authority.

- Cost related to the time for buses and vans sitting in traffic from those trying to avoid the tolls
- Cost in re-routing Fixed Routes that utilize the bridges
- The cost of the tolls themselves. Both fixed route, express routes and paratransit vehicles travel the river all day long utilizing the I-83 South Bridge

Equity Issues. Transit riders historically face challenges with our currently level of service. Due to the limited headways on our routes, many riders have to plan ahead, taking buses hours before their work start times and waiting hours after the completion of the day. We are concerned that unintended and unforeseen environmental justice barriers will be created.

- To maintain service equity, additional service may need to be added. We do not have the rolling stock, the human capital nor the operating funding to achieve this
- A fare increase on paratransit is already imminent due to inflationary factors. Additional local congestion could compound our productivity, inadvertently increasing the costs to seniors and persons with disabilities
- Reductions or impacts to on-time performance and service reliability could impact low income and minority passengers

Richard H. Farr | Executive Director
Susquehanna Regional Transportation Authority
Central Pennsylvania Transportation Authority
Capital Area Transit
Serving Adams, Cumberland, Columbia, Dauphin, Franklin,
Montour, Northumberland, Perry, Snyder, Union and York Counties

415 Zarfoss Road

York, PA 17404

717-849-0725 | (f) 717-846-1232

www.rabbittransit.org | www.facebook.com/rabbittransit
www.cattransit.com | www.facebook.com/CaptialAreaTransit



RESOLUTION NO. 2108

ADOPTING COVID VACCINATION INCENTIVE POLICY

WHEREAS, Congress passed the CARES ACT and American Rescue Plan ACT in part to support public transportation in regards to the pandemic; and,

WHEREAS, the Board of Directors of the Susquehanna Regional Transportation Authority (SRTA) understands the Authority’s responsibility in maintaining a safe work place; and,

WHEREAS, SRTA desires to show support on the importance of the vaccination program; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that it adopts the COVID vaccination incentive policy for all administrative employees and employees not covered under a collective bargaining agreement; and,

NOW, THEREFORE, BE IT FURTHER RESOLVED that this policy will apply to collective bargaining agreement employees once the Exectutive Director receives sign-offs from labor leadership.

CERTIFICATION OF OFFICERS

OF

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Susquehanna Regional Transportation Authority Board Members held on December 16, 2021.

attest: _____

Rich Kotz, Secretary

Raymond Rosen, Chairman

Susquehanna Regional Transportation Authority
COVID Vaccination Incentive Policy
Effective: December 17, 2021

Purpose:

In accordance with the Authority's duty to maintain a healthy workforce and provide critical service to our community, it is adopting a policy of voluntary cooperation with the administration of COVID 19 vaccines due to its service to the public.

The Authority does not take a position on the type of vaccination an employee may receive and does not take a position with regard to booster shots. The purpose of this policy is to encourage the full vaccination dosage for employees not subject to a specific and bona fide religious or medical exception.

Incentive:

Due to the critical nature of the Authority's work, its administration and Board of Directors have determined that employee participation in the vaccine program furthers the Authority's purpose to the extent that an incentive shall be provided to all employees who obtain the vaccine. Specifically, for all employees who obtain the full regimen of a vaccine within ninety (90) days of this policy or who have received the full dosage of the COVID 19 vaccine prior to the implementation of this policy, will be eligible to receive five (5) paid sick days to be used in the case of a bona fide diagnosis of COVID 19 prior to December 31, 2022.

For purpose of this policy, satisfaction of vaccine protocol means obtaining two doses of the vaccine for any vaccination drug that requires two doses for full effectiveness. Both doses must occur within the timeframe as recommended by the manufacturer to qualify for the vaccine incentive. In the case of any vaccine that requires one dose for effective treatment, such single dose shall satisfy this paragraph. All vaccinations must have been completed at least two weeks prior to the positive test result.

Any persons becoming ill due to side effects from the COVID 19 vaccine shall be provided 1 day of paid sick time per vaccination and must be used within the two days following the day of vaccination. Proof of vaccination will be required to be eligible for the paid sick day.

In order to qualify for the incentive, upon a documented positive test for COVID 19, the employee will need to provide documentation to human resources of the type of vaccine, including doses and dates administered. Such documentation will be maintained in a confidential file, except to the extent that payroll shall be alerted to pay additional sick time in the circumstances outlined in this policy.

In the case of vaccinated persons under this policy, any employee who tests positive for COVID 19 prior to December 31, 2022, they shall receive their vaccination paid sick leave prior to the use of other paid time off. The five (5) sick days referenced in this paragraph shall be available for a one-time diagnosis of COVID 19 that is verified with human resources within the period. All other leave and policies involving sick time remain in full force and effect.

In the case of employees who test positive for COVID 19 who have a bona fide religious exemption and/or medical exemption will also be eligible for the incentive sick time if such religious and medical exemption requests are provided to human resources

within 20 days of the adoption of this policy, which shall be evaluated on an individual basis.

Any employee who is not fully vaccinated and does not provide notice of exemption as outlined in this policy shall not receive the incentive paid sick time off and will follow all leave policies regarding the use of unpaid time, sick time, or other available leave.

Post Vaccination:

The Authority shall continue in effect all safety and health precautions, practices and protocols regarding COVID 19 and provide personal protective equipment (PPE) to employees, including vaccinated employees.

Even though the Authority encourages all employees to take advantage of vaccination programs, it cannot guarantee how each individual will respond to the vaccine protocol. Further, the Authority is not providing medical advice regarding the success rate of the vaccine or any side effects that may impact an employee.

Disclaimer:

The Authority accepts no liability regarding the side effects or success rates of the vaccine. Each employee must make their own decision whether the vaccine is right for them. The Authority encourages employees to consult with their healthcare provider.

There will not be any punishment or adverse action for employees who choose not to be vaccinated.

Please direct any questions regarding this policy to the human resources department.

RESOLUTION NO. 2109

APPROVING MUTUAL COOPERATION AGREEMENT WITH CPTA and CAT

WHEREAS, the Counties of Adams, Cumberland, Dauphin and York and the City of Harrisburg have created a new municipal authority to provide regional transportation services; and,

WHEREAS, to advance the directive of the funding partners, a cooperative agreement needs to be executed; and,

WHEREAS, the Agreement outlines the services and responsibilities that the Susquehanna Regional Transportation Authority (SRTA) will be providing on behalf of the Central Pennsylvania Transportation Authority (CPTA) and Cumberland-Dauphin-Harrisburg Transit Authority (CAT); and,

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

CERTIFICATION OF OFFICERS

OF

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Susquehanna Regional Transportation Authority Board Members held on December 16, 2021.

attest: _____

Rich Kotz
Secretary

Raymond Rosen
Chairman

MUTUAL COOPERATION AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021, by and between the Central Pennsylvania Transportation Authority, a municipal authority organized under the Municipalities Authorities Act of 1945, with its principal offices located at 415 N. Zarfoss Drive, York, Pennsylvania, (herein referred to as “CPTA”), and the Susquehanna Regional Transportation Authority, a municipal authority organized under the Municipalities Authorities Act of 1945, with its principal offices located at 901 N. Cameron Street, Harrisburg, Pennsylvania, (herein referred to as “SRTA”).

WITNESSETH:

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

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

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

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

1. **SRTA Services.** SRTA agrees to provide all executive, management, administrative and support services to CPTA. This shall include but not limited to services of the executive director, who shall be generally responsible for the overall management and leadership of CPTA, as well as all other necessary management, supervisory, administrative and support services staff, including management and supervisory operations and maintenance staff, financial department services and staff, support and customer service staff, IT department services and staff, and procurement, marketing, and clerical services and staff. SRTA shall also be responsible for all CPTA Board and public relations, developing a supportive relationship with appointed and elected officials, labor relations and maintaining CPTA on sound fiscal basis. SRTA shall establish and maintain goals for the public transportation system and follow the policy guidance established by the CPTA’s Board. 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 CPTA, and represent CPTA at any meetings required to conduct CPTA business. CPTA recognizes and agrees that SRTA shall provide the same services to Cumberland-Dauphin-Harrisburg Transit Authority (CAT) during the same time period.
2. **Authorization.** CPTA authorizes SRTA to take all actions as necessary to efficiently and effectively perform all executive, administrative and support services under this Agreement, including but not limited to: the right to purchase in accordance with procurement policies; to enter into and execute contracts and agreements in accordance with procurement policies; to administer current grant agreements; to hire, fire and discipline and otherwise manage and supervise employees; to sign checks and handle monies and finances.

3. **Payment for services.** CPTA shall pay SRТА the actual costs to deliver the services. Invoicing will occur monthly. Two payments will be made in advance on or before January 1, 2022. Beginning on February 1, 2022, SRТА will invoice CPTA and payments will be made monthly for the services that are rendered. CPTA and SRТА shall review the actual costs of such services and any additional expenses made by SRТА for the operations of CPTA will be paid on a monthly basis.
4. **Other services and costs.** With CPTA's prior approval, CPTA shall reimburse SRТА in the event SRТА assumes additional responsibilities. SRТА shall invoice CPTA promptly and CPTA shall reimburse SRТА within thirty (30) days.
5. **Term.** The management, administrative and support 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 month to month basis.
6. **Relationship of the Parties.** The executive, management, administrative, support staff employees and operations and maintenance employees in Adams, Columbia, Cumberland, Franklin, Montour, Northumberland, Perry, Snyder, Union and York Counties providing any services to CPTA under this Agreement shall be employees of SRТА only and shall not be employees of CPTA. Nothing in this Agreement shall construe SRТА and CPTA to be joint employers under any federal or state law.
7. **Personal Liability.** No officer, director or employee of SRТА or CPTA shall be personally liable for the performance of the terms of this Agreement.
8. **Indemnification.** SRТА shall indemnify, defend, keep and save harmless CPTA, its agents, officials, Board members, servants, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may accrue against CPTA arising out of or resulting from SRТА's acts or omissions, including acts or omissions of its employees, servants, and agents, as a result, direct or indirect, of the performance by SRТА or any other persons working on SRТА's behalf of its obligations and responsibilities under this Agreement. Likewise, CPTA shall provide the same indemnification to SRТА for any claim, suit or action that may arise from CPTA's acts or omissions to the extent set forth above. Nothing in this paragraph shall be a waiver of either parties' governmental immunity status. SRТА shall be responsible for all compensation, including worker's compensation and other fringe benefits, for all SRТА employees. Similarly, CPTA shall be fully responsible for all compensation including worker's compensation, and other fringe benefits, for all CPTA employees.
9. **Invalidity of Provision.** Should any part of this Agreement be declared unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such declaration will not affect the validity of the remainder of this Agreement, which will continue to be in full force and effect; provided, however, that if any part is declared unconstitutional, invalid or beyond the authority of a party to enter into or carry out, and is, in the judgment of CPTA or SRТА, material to the Agreement, CPTA or SRТА shall have the right on ninety (90) days written notice to the other to terminate this Agreement.
10. **Notices.** All notices required or allowed by this Agreement shall be in writing by certified mail, return receipt requested, addressed to the receiving party as follows:

To SRТА: 901 North Cameron Street
 Harrisburg, PA 17101

To CPTA: 415 North Zarfoss Drive

York, PA 17404

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

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

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

ATTEST:

CENTRAL PENNSYLVANIA
TRANSPORTATION AUTHORITY

Thomas Wilson, Secretary

By: _____
Raymond Rosen, Chairman

ATTEST:

SUSQUEHANNA REGIONAL
TRANSPORTATION AUTHORITY

Richard Kotz, Secretary

By: _____
Raymond Rosen, Chairman

MUTUAL COOPERATION AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021, by and between the Cumberland-Dauphin-Harrisburg Transit Authority, a municipal authority organized under the Municipalities Authorities Act of 1945, with its principal offices located at 901 N. Cameron Street, Harrisburg, Pennsylvania, (herein referred to as "CAT"), and the Susquehanna Regional Transportation Authority, a municipal authority organized under the Municipalities Authorities Act of 1945, with its principal offices located at 901 N. Cameron Street, Harrisburg, Pennsylvania, (herein referred to as "SRTA").

WITNESSETH:

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

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

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

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

1. **SRTA Services.** SRTA agrees to provide all executive, management, administrative and support services to CAT. This shall include but not limited to services of the executive director, who shall be generally responsible for the overall management and leadership of CAT, as well as all other necessary management, supervisory, administrative and support services staff, including management and supervisory operations and maintenance staff, financial department services and staff, support and customer service staff, IT department services and staff, and procurement, marketing, and clerical services and staff. SRTA shall also be responsible for all CAT Board and public relations, developing a supportive relationship with appointed and elected officials, labor relations and maintaining CAT on sound fiscal basis. SRTA shall establish and maintain goals for the public transportation system and follow the policy guidance established by CAT's Board. SRTA shall oversee compliance with all Federal, State, and Local statutory and regulatory requirements, prepare Board meeting agendas and materials and its executive director shall attend Board meetings of CAT, and represent CAT at any meetings required to conduct CAT business. CAT recognizes and agrees that SRTA shall provide the same services to Central Pennsylvania Transportation Authority (CPTA) during the same time period.
2. **Authorization.** CAT authorizes SRTA to take all actions as necessary to efficiently and effectively perform all executive, administrative and support services under this Agreement, including but not limited to: the right to purchase in accordance with procurement policies; to enter into and execute contracts and agreements in accordance with procurement policies; to administer current grant agreements; to hire, fire and discipline and otherwise manage and supervise employees; to sign checks and handle monies and finances.
3. **Payment for services.** CAT shall pay SRTA the actual costs to deliver the services. Invoicing will occur monthly. Two payments will be made in advance on or before January 1, 2022. Beginning on February 1, 2022, SRTA will invoice CAT and payments will be made monthly for the services rendered. CAT and SRTA shall review the actual costs of such services and any additional expenses made by SRTA for the operations of CAT will be paid on a monthly basis.
4. **Other services and costs.** With CAT's prior approval, CAT shall reimburse SRTA in the event

SRTA assumes additional responsibilities. SRTA shall invoice CAT promptly and CAT shall reimburse SRTA within thirty (30) days.

5. **Term.** The management, administrative and support 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 month-to-month basis.
6. **Relationship of the Parties.** The executive, management, administrative, support staff employees and operations and maintenance employees in Cumberland and Dauphin Counties and the City of Harrisburg, providing any services to CAT under this Agreement shall be employees of SRTA only and shall not be employees of CAT. Nothing in this Agreement shall construe SRTA and CAT to be joint employers under any federal or state law.
7. **Personal Liability.** No officer, director or employee of SRTA or CAT shall be personally liable for the performance of the terms of this Agreement.
8. **Indemnification.** SRTA shall indemnify, defend, keep and save harmless CAT, its agents, officials, Board members, servants, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may accrue against CAT arising out of or resulting from SRTA's acts or omissions, including acts or omissions of its employees, servants, and agents, as a result, direct or indirect, of the performance by SRTA or any other persons working on SRTA's behalf of its obligations and responsibilities under this Agreement. Likewise, CAT shall provide the same indemnification to SRTA for any claim, suit or action that may arise from CAT's acts or omissions to the extent set forth above. Nothing in this paragraph shall be a waiver of either parties' governmental immunity status.

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

9. **Invalidity of Provision.** Should any part of this Agreement be declared unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such declaration will not affect the validity of the remainder of this Agreement, which will continue to be in full force and effect; provided, however, that if any part is declared unconstitutional, invalid or beyond the authority of a party to enter into or carry out, and is, in the judgment of 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.
10. **Notices.** All notices required or allowed by this Agreement shall be in writing by certified mail, return receipt requested, addressed to the receiving party as follows:

To SRTA: 901 North Cameron Street
 Harrisburg, PA 17101

To 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.

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

RESOLUTION NO. 2110

**APPROVING THE SUSQUEHANNA REGIONAL TRANSPORTATION
AUTHORITY EMPLOYEE HANDBOOK**

WHEREAS, the Susquehanna Regional Transportation Authority (SRTA) wishes to adopt established guidelines in order to maintain a work environment that outlines the policies and procedures for managers and employees; and,

WHEREAS, the Susquehanna Regional Transportation Authority is committed to equal opportunity with respect to all aspects of its employment practices; and,

WHEREAS, the Susquehanna Regional Transportation Authority is committed to conducting business which prevents an actual or potential conflict of interest (Code of Conduct); and,

WHEREAS, the Susquehanna Regional Transportation Authority is committed to maintaining a work environment that is consistent and free of discrimination. In keeping with this commitment, SRTA will include employment policies in one booklet to serve as a guideline for employees and managers; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Susquehanna Regional Transportation Authority, that the Susquehanna Regional Transportation Authority Employee Handbook be adopted and instituted.

CERTIFICATION OF OFFICERS

OF

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Susquehanna Regional Transportation Authority Board Members held on December 16, 2021.

Richard Kotz
Secretary

attest: _____
Raymond Rosen
Chairman

RESOLUTION NO. 2111

AUTHORIZATION TO NEGOTIATE AND AWARD CONTRACT FOR INTERCITY BUS PROGRAM

WHEREAS, the Susquehanna Regional Transportation Authority has been engaged by PennDOT to administer the Intercity Bus (ICB) Program; and,

WHEREAS, the Susquehanna Regional Transportation Authority was assisted by Whitehouse Group to develop the Request for Proposals, evaluate received proposals, and negotiate contracts with attractive proposers; and,

WHEREAS, the Request for Proposals was released October 15, 2021, three proposals were received by the deadline of November 12, 2021; and,

WHEREAS, two proposers were deemed to be responsive. Those responsive proposals came from Fullington Autobus Company and Greyhound; while the unresponsive proposal was received from Transport Azumah; and,

WHEREAS, PennDOT is funding the Susquehanna Regional Transportation Authority to provide administration of the redesigned ICB program. This funding will provide additional revenue to the organization and reduce some existing program costs; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Susquehanna Regional Transportation Authority to grant the Executive Director the authority to negotiate on behalf of the Susquehanna Regional Transportation Authority and enter into contract with each of the responsive proposers as is most beneficial for the organization.

CERTIFICATION OF OFFICERS

OF

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

I certify that the foregoing is a sound and true copy of a resolution adopted at a legally convened meeting of the Susquehanna Regional Transportation Authority Board Members held on December 16, 2021.

attest:

Richard Kotz,
Secretary

Raymond Rosen,
Chairman

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

ATTEST:

CUMBERLAND-DAUPHIN-HARRISBURG
TRANSIT AUTHORITY

Rich Kotz, Secretary

By: _____
Eric Bugaile, Chairman

ATTEST:

SUSQUEHANNA REGIONAL
TRANSPORTATION AUTHORITY

Rich Kotz, Secretary

By: _____
Raymond Rosen, Chairman

RESOLUTION NO. 2111

AUTHORIZATION TO NEGOTIATE AND AWARD CONTRACT FOR INTERCITY BUS PROGRAM

- Current rural Intercity Bus Program (ICB) is composed of 12 routes and collectively is supported by 5307.F funds in the amount of \$7.3 million.
- FTA provides \$3.8 million to subsidize the Pennsylvania rural ICB operators, another \$1.9 million is provided by Pennsylvania Statewide Significance Funds, and the individual operators are challenged with providing the remainder of the \$1.9 million in fare collections.
- Potential for more routes and better service for the rural ICB program since for-profit businesses will no longer be asked to fund the losses from other portions of their business operations.
- The oversight of the program is more streamlined since all aspects of the program were outlined in the RFP and will be negotiated in the contract.
- Designed to better complement existing transportation service by providing connections to existing service (e.g., rural and urban shared-ride and fixed-route, Amtrak, SEPTA regional rail, intermodal bus terminals, etc.).
- Predicted to provide more reliable rural ICB service by providing more stable business models for contractors and subcontractors.
- Mandated customer service amenities and level-of-service through the RFP and contract packages.
- Designed to maximize geographic coverage and optimize ridership along with farebox recovery with annual reviews of routes and stops.
- Reduced travel time and greater predictability for riders since the rural ICB program will eliminate duplicated trips to dense, urban centers. The new ICB program would connect to the fringes of the metropolitan area's existing transportation services.
- PennDOT will be providing financial resources to SRTA to hire staff to manage the program.
- The program will become a cost center for SRTA and therefore pick up its share of overhead. This will reduce some costs to the current programs.
- It is believed that the intercity bus program has suffered from a lack of identity. Now one, single organization will manage the program with consistent branding and promotional efforts designed for ridership expansion.
- Transport Azumah's proposal lacked required certifications, lacked ADA experience, and does not offer interline ticketing.
- Fullington Autobus Company and Greyhound each are currently operating ICB program routes.
- The Fullington Autobus Company proposal offered a net operating cost of \$6.7 million, representing a net operating cost of \$3.80 per mile.
- The Greyhound proposal offered a net operating cost of \$2 million, representing a net operating cost of \$3.52 per mile.

RESOLUTION NO. 2112

APPROVING A LEASE AGREEMENT WITH CAT AND CPTA

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

WHEREAS, the Cumberland-Dauphin-Harrisburg Transit Authority (CAT) is a municipal authority engaged in the activity of providing public transit services with the Counties of Dauphin and Cumberland; and,

WHEREAS, SRTA desires to support CAT and CPTA to provide certain fixed route bus operations, special services, paratransit bus operations, maintenance and related support services in their respective service areas by ensuring satisfactory continuing control over assets used to provide public transit services; and,

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

CERTIFICATION OF OFFICERS

OF

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Susquehanna Regional Transportation Authority Board Members held on December 16, 2021.

Rich Kotz, Secretary

attest: _____
Raymond Rosen, Chairman

LEASE AGREEMENT

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY AND CENTRAL PENNSYLVANIA TRANSPORTATION AUTHORITY

THIS LEASE AGREEMENT ("Lease") is made and entered into on this _____ day _____ of _____, 2021 (the "Effective Date"), by and between Central Pennsylvania Transportation Authority ("CPTA" 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 415 N. Zarfoss Drive, York, PA 17404, 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, Franklin, Montour, Northumberland, Perry, Snyder, Union and York Counties in Pennsylvania.

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

CPTA is the owner of certain tracts or parcels of real estate located at: 1) 415 N. Zarfoss Drive, York, PA, 2) the CPTA Transit Center, King and Pershing Ave, York, Pennsylvania, 3) Park-N-Rides at Board & Church Road, York and Elm Drive, Shrewsbury 4) Gettysburg Operations Facility at 257 R 4th Street and the Transit Center at 103 Carlisle Street Gettysburg, Pennsylvania, 5) Operations Facility at Elysburg, Pennsylvania, 6) various bus shelters throughout the service area, all of which are collectively referred to in this Lease as the "Properties" or "Premises."

CPTA 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 CPTA, 1) 415 N. Zarfoss Drive, York, PA, 2) the CPTA Transit Center, King and Pershing Ave, York, Pennsylvania, 3) Park-N-Rides at Board & Church Road, York and Elm Drive, Shrewsbury 4) Gettysburg Operations Facility at 257 R 4th Street and the Transit Center at 103 Carlisle Street Gettysburg, Pennsylvania, 5) Operations Facility at Elysburg, Pennsylvania and 6) various 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 CPTA 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 CPTA's prior written consent. SRTA shall be responsible for the payment of all such improvements, unless such are within an existing CPTA 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 OPERATIONS

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 CPTA 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
CPTA
415 N. Zarfoss Drive
York, PA 17404

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 York, 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: Central Pennsylvania
Transportation Authority

BY: _____
Raymond Rosen, Chairperson

DATE: _____

ATTEST: _____
Thomas Wilson, Secretary

TENANT: Susquehanna Regional
Transportation Authority

BY: _____
Raymond Rosen, Chairperson

DATE: _____

ATTEST: _____
Rich Kotz, Secretary

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, PA 3) 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, 1) 901 N. Cameron Street, Harrisburg, Pennsylvania, 2) Transfer Center located at Market Square, Harrisburg, PA 3) 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 OPERATIONS

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:

(d) 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

(e) 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

(f) 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:

(d) 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

(e) 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

(f) 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:

(b) 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
CAT
901 N. Cameron Street
Harrisburg, PA 17101

(c) 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.

(c) 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;

(d) 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.

(c) 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.

(d) 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:

(d) 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.

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

(f) 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. 2113

APPROVING A SUBCONTRACT AND SERVICE AGREEMENT WITH CAT AND CPTA

WHEREAS, the 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, Franklin, Dauphin, Montour, Northumberland, Perry, Snyder, Union and York; and,

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

WHEREAS, the Cumberland-Dauphin-Harrisburg Transit Authority (CAT) is a municipal authority engaged in the activity of providing public transit services with the Counties of Dauphin and Cumberland; and,

WHEREAS, SRTA desires to subcontract with CAT and CPTA to provide certain fixed route bus operations, special services, paratransit bus operations, maintenance and related support services in their respective service areas; and

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

CERTIFICATION OF OFFICERS

OF

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Susquehanna Regional Transportation Authority Board Members held on December 16, 2021.

Rich Kotz, Secretary

attest: _____
Raymond Rosen, 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

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 CENTRAL PENNSYLVANIA TRANSPORTATION AUTHORITY, a municipal authority organized under the Municipalities Authorities Act of 1945, with its principal offices located at 415 North Zarfoss Drive, York, Pennsylvania (herein referred to as "CPTA").

WITNESSETH:

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

WHEREAS, CPTA is a municipal authority engaged in the activity of providing public transit services within the Counties of Adams, Cumberland, Columbia, Montour, Northumberland, Perry, Snyder, Union and York ("Service Area"); and

WHEREAS, CPTA will provide operators for services (Fixed Route, Paratransit and other public transit services) for York County and maintenance for York County and the service area.

WHEREAS, SRTA desires to subcontract with CPTA to provide certain fixed route bus operations, special services paratransit bus operations, maintenance and related services in the County of York.

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

2. CPTA Subcontracted Services. SRTA hereby subcontracts with CPTA and CPTA agrees to provide the following services to SRTA in the County of York:

16.1. CPTA shall provide fixed route transportation services in York County, as

designated from time to time by SRTA;

- 16.2. CPTA shall provide bus operators for the above fixed route services;
- 16.3. CPTA shall provide certain special services, including but not limited to shared ride and microtransit transportation services, as specified from time to time by SRTA;
- 16.4. CPTA shall provide special services (paratransit) vehicle operators for the above special services routes, as specified from time to time by SRTA.
- 16.5. CPTA shall utilize its existing fixed route vehicles for the above fixed route services, including those ordered but not yet delivered under existing grants;
- 16.6. CPTA 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;
- 16.7. CPTA shall provide maintenance employees for the fixed route and certain special services vehicles;
- 16.8. CPTA shall provide and pay for insurance on all of its fixed route and special services (paratransit) vehicles;
- 16.9. CPTA shall collect passenger fares directly paid to the bus operators and shall remit all such fares to SRTA on a daily basis;
- 16.10. All such services shall be provided primarily for the residents and visitors of York County and/or as directed by the dispatcher;

17. Lease of Buildings and Facilities. CPTA 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 CPTA federal or state grant. CPTA and SRTA shall enter into a written Lease Agreement in the form attached as Exhibit A.

18. Lease of Certain Vehicles. CPTA shall lease to SRTA its vehicles currently used for administration and support staff. CPTA and SRTA shall enter into a written Vehicle

Lease Agreement in the form attached as Exhibit B.

19. 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 CPTA shall be solely a subcontractor to SRTA. SRTA shall provide the following services:

- 19.1. SRTA may purchase and lease to CPTA new vehicles necessary for the fixed route transportation services for York County, in which case CPTA and SRTA shall enter into a written Vehicle Lease Agreement, in the form attached as Exhibit C;
- 19.2. SRTA may purchase and lease to CPTA new vehicles necessary for the specified special services(paratransit) route transportation services for York County, in which case CPTA and SRTA shall enter into a written Vehicle Lease Agreement, in the form attached as Exhibit C;
- 19.3. SRTA shall provide all necessary materials and supplies to CPTA which CPTA does not currently have, for the operation of the above transportation services and maintenance of vehicles;
- 19.4. 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 CPTA. 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.
- 19.5. 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 CPTA, and represent CPTA at any meetings required with local elected officials.
- 19.6. SRTA shall supply special service operators in the portions of the

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

- 20. Assignment of Contracts.** CPTA shall assign to SRTA its existing lease agreements and such other contracts and agreements as the parties may agree.
- 21. Authorization.** CPTA 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.
- 22. Revenues.** As the designated public transit agency for the County of York, 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.
- 23. Payment for services.** CPTA shall pay for all of its personnel costs directly. SRTA shall reimburse CPTA for the cost of such services that CPTA 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 CPTA is a party. CPTA and SRTA shall review and prepare a full accounting of the actual costs of such services on a regular basis, at least monthly.
- 24. Other services and costs.** The parties may mutually agree to additional services, in writing, and duly approved by the parties' respective Boards of Directors.
- 25. 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.

26. Relationship of the Parties. The executive, management, administrative and support staff employees providing any services to CPTA under this Agreement shall be employees of SRTA only and shall not be employees of CPTA. Similarly, special service operators employed by SRTA shall be employees of SRTA only and not employees of CPTA. The bus operators, special services operators, and maintenance employees providing subcontracting services to SRTA under this Agreement shall be employees of CPTA 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. CPTA shall be responsible for all compensation, including workers compensation and other fringe benefits, for all CPTA employees.

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

28. Indemnification. CPTA 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 CPTA's and its subcontractors' officers, agents, servants or employees, to the extent such Damages result from the negligent or willful acts or omissions of CPTA 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 CPTA may reasonably request. SRTA agrees to defend, indemnify and hold harmless CPTA, 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 CPTA 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. CPTA 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.

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

30. 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 CPTA
415 North Zarfoss Drive
York, PA 17404

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

31. 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:

Central Pennsylvania Transportation Authority

_____ BY _____

Thomas Wilson, Secretary

Raymond Rosen, Chairperson

Attest:

Susquehanna Regional Transportation Authority

_____ BY _____

Rich Kotz, Secretary

Raymond Rosen, Chairperson

RESOLUTION NO. 2114

**APPROVING THE SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY FRAUD,
WASTE AND ABUSE POLICY**

WHEREAS, the Susquehanna Regional Transportation Authority (SRTA) 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, the SRTA Authority 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, the SRTA wishes to establish guidelines for reporting unethical behavior; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Susquehanna Regional Transportation Authority, that the adoption of the Susquehanna Regional Transportation Authority Fraud, Waste and Abuse Policy be adopted and instituted.

CERTIFICATION OF OFFICERS

OF

SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Susquehanna Regional Transportation Authority Board Members held on December 16, 2021.

Rick Kotz
Secretary

attest: _____
Raymond Rosen
Chairman

Fraud, Waste, and Abuse Policy

Overview

Susquehanna Regional Transportation Authority (SRTA, "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 Susquehanna Regional Transportation Authority employees, as public stewards, must share in this commitment. SRTA 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.

Corporate Authorization Resolution

ACNB BANK
PO Box 3129
Gettysburg, PA, 17325
South York Plaza Office

By: SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY
901 N CAMERON STREET
Harrisburg, PA 17101

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, RICHARD KOTZ _____, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Pennsylvania, Federal Employer I.D. Number 87-2253759, engaged in business under the trade name of SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>BONNIE STINE</u>	X _____	X _____
B. <u>JENNA REEDY</u>	X _____	X _____
C. <u>KEITH MARTIN</u>	X _____	X _____
D. <u>RAYMOND ROSEN</u>	X _____	X _____
E. <u>STEPHEN BALDWIN</u>	X _____	X _____
F. <u>RICHARD FARR</u>	X _____	X _____
G. <u>Eric Bugaile</u>		

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
A, E, F	(2) Open any deposit or share account(s) in the name of the Corporation.	1 _____
A,B,C,D,E,F	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1 _____
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
A,B,C,D,E,F	(7) Other: USE OF BUSINESS DEBIT CARD AS PER ASSIGNED LIMITS	1 _____

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on
 12-10-2021 (date).

 Secretary
 RICHARD KOTZ

 Attest by One Other Officer
 STEPHEN BALDWIN

For Financial Institution Use Only	
Acknowledged and received on _____	(date) by _____ (initials)
<input type="checkbox"/> This resolution is superseded by resolution dated _____	
Comments:	

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	NA