

Resolution 2019-07

RESOLUTION BY MUNICIPALITY CERTIFYING PROVISION OF LOCAL MATCH FOR STATE OPERATING FINANCIAL ASSISTANCE

The Board of Supervisors of the Township of Halfmoon resolves and certifies that it will provide to the Centre Area Transportation Authority local funds in the amount of \$6,302.00 to match state funds provided pursuant to 74 Pa. C.S. Section 1513 in Fiscal Year 2019-20.

Further, the Board resolves and certifies that the required amount of local matching funds will be provided no later than the end of the State Fiscal Year, June 30, 2020. The following schedule indicates dates and payments of eligible local matching funds:

<u>Payment Date</u>	<u>Payment Amount</u>
July 31, 2019	\$1,575.50
October 31, 2019	\$1,575.50
January 31, 2020	\$1,575.50
April 30, 2020	\$1,575.50

In addition to the local operating funds shown above, the Township of Halfmoon also resolves and certifies that it will provide capital funding for the fiscal year in the amount of \$989.00 to be paid in quarterly payments on the same dates noted above.

I, Danella DelCorso, Chair of the Board of Supervisors of the
(Name) (Official Title)
Township of Halfmoon do hereby certify that the foregoing is a true and correct copy of the Resolution
adopted at a regular meeting of the Council held the 23 day of May, 2019.

By: Danella DelCorso May 23, 2019
(Signature) (Date)

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(Name) (Official Title)
Township of Halfmoon do hereby certify that the foregoing is a true and correct copy of the Resolution
adopted at a regular meeting of the Council held the 23 day of May, 2019.

By: Danellie DelCorso May 23, 2019
(Signature) (Date)

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I, Danella DelCorso, Chair of the Board of Supervisors of the
(Name) (Official Title)
Township of Halfmoon do hereby certify that the foregoing is a true and correct copy of the Resolution
adopted at a regular meeting of the Council held the 23 day of May, 2019.

By: Danella DelCorso May 23, 2019
(Signature) (Date)

**FISCAL YEAR 2019/20
LOCAL MATCH SHARE AGREEMENT
FOR PARTICIPATING MUNICIPALITIES**

This Agreement, which shall take effect the 15th day of July 2019, by and between Halfmoon Township, through its Authorized Representatives,

AND


CENTRE AREA TRANSPORTATION AUTHORITY, hereinafter called "CATA."

1. Halfmoon Township agrees to remit to CATA, for its use in operating public transit service through and between Halfmoon Township and other localities served by CATA's **CATABUS** routes as determined by CATA, the amount of \$6,302.00 as operating local match share for bus service already provided between July 1, 2018 and June 30, 2019. These payments are due during FY 2019/20. In addition, a capital local match share to CATA for FY 2019/20 in the amount of \$989.00 shall be paid by Halfmoon Township to CATA. This capital local match share is calculated by multiplying the same percentage of CATA's total operating local match share request as determined by the CATA formula by CATA's total capital request for FY 2019/20, consistent with the method used to determine capital local match share for other participating municipalities.
2. Both the operating local match share and capital local match share will be invoiced by CATA in four equal quarterly amounts, beginning July 1, 2019. All amounts due shall be paid to CATA within thirty (30) calendar days of Halfmoon Township's receipt of each invoice.
3. CATA shall establish routes, schedules, fares, and service levels within the municipality that are consistent with demand and CATA's regional service plans, operations, and financial requirements. Within this general framework, CATA shall consider Halfmoon Township's recommendations for specific routing and arrival/departure times based on transit service requirements. If during the course of this Agreement, Halfmoon Township deems CATA's service levels to be insufficient or overly robust for meeting demand, the parties agree to meet and discuss the issue in order to determine appropriate service levels, taking into consideration CATA's regional service plans, overall operations, and financial requirements for rendering service, with CATA retaining sole and final discretion as to routes, schedules, fares, and service levels. CATA shall provide ninety (90) calendar days written notice to Halfmoon Township prior to reducing or increasing service levels.
4. Either party may terminate this Agreement for default upon ninety (90) calendar days written notice to the defaulting party. Such notice shall include a description of the default and specify conditions and/or actions, if any, necessary to cure the default, which the party receiving notice shall have thirty (30) calendar days to cure. CATA may terminate this Agreement for convenience upon ninety (90) days written notice to the other party. Halfmoon Township may discontinue service entirely at the completion of the full term of this Agreement by providing written notice one (1) year prior to the intended date for discontinuing service. This Agreement shall terminate automatically in the event that any substantive portion of it is deemed to be in violation of the law.


5. This Agreement, including any amendments thereto, may be renewed by mutual agreement of both parties not later than ninety (90) calendar days prior to its expiration. Unless renewed, this Agreement shall become null and void on July 1, 2020 and have no further effect. This Agreement may be amended only by written agreement signed by both parties. This Agreement represents the parties' entire agreement with respect to the subject matter herein and supersedes any oral or written communications to the contrary.
6. In the event that this Agreement is terminated or not renewed for any reason contemplated by this Agreement, and provided that appropriate notice was given as required by this Agreement, Halfmoon Township's sole liability to CATA shall be the payment of those portions of the total operating and capital contributions required of Halfmoon Township for the period of time up to and including the date of termination or non-renewal, which period shall include the number of days required for notification of termination or non-renewal.
7. CATA agrees to abide by all federal, state and local laws, rules and regulations pertaining to this grant and the operation of its transit system. All terms and conditions of ridership for any patron are governed solely by CATA's rules and regulations.

WHEREAS, the parties hereto intend to be legally bound hereby and have hereunto set their hands and seals as shown below, after proper consideration and approval of their respective governing bodies, in accordance with law, all terms and conditions set forth in this Agreement shall take effect on July 1, 2019.

CENTRE AREA TRANSPORTATION AUTHORITY:

By:  Louwana Oliva,
General Manager Date

HALFMOON TOWNSHIP:

By:  May 23, 2019
Date