COMMITTEE AGENDA
MARCH 1, 2017
6:00 p.m.

<table>
<thead>
<tr>
<th>Police</th>
<th>Fire</th>
<th>Public Works</th>
<th>E&amp;C Development</th>
<th>Business Admin</th>
<th>Rules &amp; Admin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walker</td>
<td>Walker</td>
<td>Nelson</td>
<td>Nixon</td>
<td>Helfrich</td>
<td>Helfrich</td>
</tr>
<tr>
<td>Helfrich</td>
<td>Ritter-Dickson</td>
<td>Ritter-Dickson</td>
<td>Ritter-Dickson</td>
<td>Nixon</td>
<td>Nixon</td>
</tr>
<tr>
<td>Nelson</td>
<td></td>
<td>Nelson</td>
<td>Walker</td>
<td>Helfrich</td>
<td>Walker</td>
</tr>
</tbody>
</table>

*Bold text indicates Chairperson
Note: General Committee is chaired by Council President or designee and includes all Council members.

I. Call committee meeting to order at 6:00 p.m.

II. Committee Issues for the March 7 & 21, 2017 legislative Agendas as follows:

GENERAL COMMITTEE

1. Resolution renaming Lincoln Park to the James E. Gross Park.

PUBLIC WORKS COMMITTEE

1. Resolution authorizing an agreement with Buchart Horn for engineering services. (Related to the Fireside Sanitary Sewer Improvements)
2. Resolution authorizing a lease amendment with SBA for a Communications Site Lease.
3. Resolution authorizing the purchase of a street sweeper.
4. Resolution authorizing the purchase of vehicles for Public Works.
5. Resolution authorizing a proposal from GE for the Phase II project to upgrade the WWTP control system.
6. Resolution authorizing a no-cost Railroad Reimbursement Agreement.

ECONOMIC & COMMUNITY DEVELOPMENT

1. Bill amending the Bureau of Health Budget (For the Safe & Healthy Communities Grant)
2. Resolution approving a Food Trust related to Penn Market.

III. Council Comment

IV. Administration Comment

V. Next Committee Meeting March 29, 2017 at 6:00 p.m. in Council Chambers

VI. Adjournment
Council of the City of York, PA
Session 2017
Resolution No.

INTRODUCED BY:  Henry Hay Nixon          DATE:  March 7, 2017

WHEREAS, James (Jim) E. Gross has honorably served the City of York as the Director of Public
Works for _______ years; and

WHEREAS, Mr. Gross is retiring from the City on ___________________, 2017; and

WHEREAS, during his tenure, Mr. Gross' leadership was instrumental in the revitalization of the
City’s parks through initiatives such as Bring On Play (BOP), which led to ______ new
playgrounds being built in City parks; and

WHEREAS, the first BOP playground constructed in the City is located at Lincoln Park; and

WHEREAS, the plot of land, heretofore known as Lincoln Park, was bestowed to the City by the
York Trust Company on March 25, 1930.

NOW, THEREFORE BE IT RESOLVED, in recognition for his outstanding contributions to the City
of York and its residents, Lincoln Park shall, from this date forward be renamed the James (Jim) E.
Gross Park.

PASSED FINALLY:                      BY THE FOLLOWING VOTE:

YEAS: ___________________________  ___________________________  ___________________________

NAYS: ___________________________

______________________________
Michael Ray Helfrich, President of Council

ATTEST:

______________________________
Dianna L. Thompson-Mitchell, City Clerk

Morpheus/Resolutions-2017/James-E-Gross-Lincoln-Park-Rename
<table>
<thead>
<tr>
<th>Item</th>
<th>Committee Date Requested</th>
<th>Committee Meeting Date Requested</th>
<th>Supporting Documentation Date Requested</th>
<th>Committee Meeting Date</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Resolution authorizing an agreement with</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td>Resolution authorizing a lease to</td>
<td></td>
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<tr>
<td>3.</td>
<td>Resolution authorizing the purchase of a street with SBA for a communication site lease</td>
<td></td>
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</tr>
<tr>
<td>4.</td>
<td>Resolution authorizing the purchase of a Street Sweeper</td>
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<tr>
<td>5.</td>
<td>Resolution authorizing a proposal from GE for the Phase II project to upgrade the WWTP</td>
<td></td>
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</tr>
<tr>
<td>6.</td>
<td>Reimbursement agreement for no cost Railroad control system</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>7.</td>
<td>Jim Gross, 2/10/2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Jim Gross, 3/1/2017</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>9.</td>
<td>Proposal</td>
<td></td>
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<tr>
<td>10.</td>
<td>Proposal</td>
<td></td>
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<tr>
<td>11.</td>
<td>Agreement</td>
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</tr>
<tr>
<td>12.</td>
<td></td>
<td>3/1/2017</td>
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<td>13.</td>
<td></td>
<td>3/1/2017</td>
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<td>14.</td>
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<td>3/1/2017</td>
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<td>15.</td>
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<td>3/1/2017</td>
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</tbody>
</table>
Council of the City of York, PA
Session 2017
Resolution No.

Introduced by: Renee S. Nelson Date: March 7, 2017

WHEREAS, the City of York, York County, desires to contract for professional engineering services for the Fireside Sanitary Sewer Improvements, and

WHEREAS, Buchart Horn, Inc. has submitted a proposal to provide Design and Bidding services at a cost not to exceed $57,600.00.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that Council hereby authorizes the City to enter into an agreement with Buchart Horn to provide engineering services. The cost of said services shall be paid from account numbers 60-442-42010-00005 and 60-442-42010-00006.

The Mayor is authorized and the Controller is authorized and directed to enter into a written Agreement, a copy of which is attached hereto and made a part hereof, for same on behalf of the City of York, Pennsylvania.

PASSED FINALLY: BY THE FOLLOWING VOTE:

YEAS: __________, __________, __________, __________, __________

NAYS: __________

________________________
Michael Helfrich
PRESIDENT OF COUNCIL

Attest:

________________________
Dianna L. Thompson-Mitchell
CITY CLERK

Morpheus/Resolutions-2017/Buchart-Horn-Fireside-Sewer-$57.6K
February 6, 2017

Jim Gross, Public Works Director  
York City Wastewater Treatment Plant  
1701 Blackbridge Road  
York, PA 17402

Reference:  City of York,  
2017 Fireside Sanitary Sewer Improvements  
Design/Bidding Phase  
Proposal No. 33929

Dear Mr. Gross:

We are pleased to submit this proposal for conducting the 2017 Fireside Sanitary Sewer Improvement Projects design and Bidding phase services. This construction project includes the replacement of sanitary sewers across Willis Run and continuing on Carl and Priority Streets to the intersection of Kelly Drive.

The proposed scope of services is included as Attachment No. 1. The services will be considered a Project Assignment as defined in Section 2 of our Engineering Services Retainer Agreement dated November 26, 1996, as amended February 10, 1999 and September 7, 1999.

Buchart Horn proposes compensation for these services to be a not to exceed amount for each of the tasks below:

<table>
<thead>
<tr>
<th>Services</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Phase Services</td>
<td>$43,600.00</td>
</tr>
<tr>
<td>Bidding Phase Services</td>
<td>$14,000.00</td>
</tr>
<tr>
<td>Total</td>
<td>$57,600.00</td>
</tr>
</tbody>
</table>

The total fee for these services will not be exceeded without written authorization; however, the Engineer has no obligation to perform services which would otherwise entitle it to compensation in excess of the amount authorized.
If the terms and conditions are acceptable, please so indicate by executing this proposal on the space provided and return the original to my attention. A duplicate copy has been provided for your records.

As always, we appreciate the opportunity to serve the City.

Very truly yours,

BUCHART HORN, INC.

[Signature]
Paul E Gross, P.E.
Project Manager

[Signature]
Jeffrey S. Culton, P.E.
Chief Engineer

Attachments

Accepted:

CITY OF YORK WASTEWATER TREATMENT PLANT

By: ________________________________  By: ________________________________
Mayor  Director of Public Works

Date: ________________________________  Date: ________________________________

By: ________________________________  By: ________________________________
Controller  City Clerk

Date: ________________________________  Date: ________________________________
Design Phase services

Provide design phase services for approximately 2,800 LF of sanitary sewer replacement starting at Manhole B30B, crossing Willis Creek along Carl Street and Priority Street to the intersection with Kelly Drive (MH H13). It is expected the existing 8 and 10 inch sewer mains will be replaced with a 12 inch sewer main to eliminate a bottleneck in this area.

1. Prepare base map for field editing. Prepare initial plan and profile sheets.
2. Perform site survey to verify local utilities, topography, and geographical features. Perform PA One Call for marking utilities in the project area.
3. Finalize layout on plan and profile sheets, and finalize construction details.
4. Prepare technical contract specifications for project.
5. Prepare an opinion of estimated construction costs.
6. Prepare and submit required permitting to PA DEP and York County Conservation District.
7. Submit plans to the City of York for review.

Bidding Phase Services

1. Order and distribute contract documents to prospective bidders. Document reproduction costs will be the responsibility of the Authority.
2. Respond to bidder’s questions concerning contract documents and prepare addenda.
3. Conduct pre-bid meeting and prepare and distribute meeting minutes.
5. Review previous work experience of the apparent low bidder and perform confirming telephone investigations to determine character and quality of the contractor's work.
6. Provide letter of recommendation to the Authority including experience investigation reports on the apparent low bidder for the Authority's decision to proceed with the contract award process.
Council of the City of York, PA  
Session 2017  
Resolution No.  

Introduced by: **Renee S. Nelson**  

**Date:** March 7, 2017  

WHEREAS, the City of York, York County, desires to enter into a Lease Amendment for a Communications Site Lease Agreement with SBA STEEL LLC ("SBA"), a Florida limited liability company; and  

WHEREAS, the City of York desires to amend that certain Communications Site Lease Agreement, dated December 29, 2016, as evidenced by that certain Memorandum of Agreement recorded March 21, 2011, as Instrument #2011014488, in Book 2120, Page 1374, of the Recorder of Deeds Office of York County, Pennsylvania, and ultimately assigned to SBA pursuant to that certain unrecorded Master Assignment and Assumption Agreement dated October 15, 2014, as amended and assigned from time to time to SBA by and between the City of York as Landlord and SBA, as Tenant.  

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that, the Mayor is authorized, and the Controller is authorized and directed to sign the Amendment; and  

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute, in the name and on behalf of the City of York, to take cause or to be taken, any and all actions necessary to enter into, execute, deliver and perform the Amendment and any and all documents that may be required or contemplated under the terms of this Agreement and to do any and all things in her discretion she may deem necessary or appropriate in connection with or in furtherance of the foregoing resolution; and  

BE IT FURTHER RESOLVED, that the signature of the Mayor, on the Amendment, and any other documents and instruments executed in connection therewith or pursuant thereto shall be conclusive evidence of her authority to execute and deliver such instruments or documents; and  

BE IT FURTHER RESOLVED, that all actions previously taken by the City of York in connection with the Amendment, and the transactions contemplated by the foregoing resolution thereby be, and they hereby are adopted, ratified, confirmed and approved in all respects.  

PASSED FINALLY:  

BY THE FOLLOWING VOTE:  

YEAS:   

NAYS:   

Attest:  

Michael Helfrich, President of Council  

Dianna L. Thompson-Mitchell, City Clerk  

Morpheus/Resolutions-2017/SBA-Site-Comm-Agreement
Council of the City of York, PA  
Session 2017  
Resolution No.  

Introduced by: **Renee S. Nelson**  
Date: **March 7, 2017**  

WHEREAS, the City of York, York County, desires to purchase a new Elgin Pelican P Street Sweeper; and  

WHEREAS, the purchase will be made through PA State CoStars Contract #025-044 and from A&H Equipment, 1405 Hagy Way, Harrisburg, PA 17110; and  

WHEREAS, the City desires to purchase said vehicle at a cost of $194,091.00; and  

WHEREAS, the City shall make said purchase through a five year lease purchase agreement with one annual payment and a one dollar buy out at the end of the lease period; and  

WHEREAS, the purchase will be financed through Fulton Leasing Company with annual payments not to exceed $41,200.00 and with the first payment due upon delivery of the vehicle; and  

WHEREAS, the lease payment shall be paid from the Liquid Fuels Fund budget, account # 21-421-46100-10003; and  

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that the Mayor is authorized and the Controller is authorized and directed to enter into an agreement with A&H Equipment to provide the vehicle and Fulton Leasing Company to provide financing for same on behalf of the City of York, Pennsylvania.  

PASSED FINALLY:  
BY THE FOLLOWING VOTE:  

YEAS: ______________, ______________, ______________, ______________  
NAYS: ______________  

__________________________  
Michael Helfrich  
PRESIDENT OF COUNCIL  

Attest:  

__________________________  
Dianna L. Thompson-Mitchell  
CITY CLERK

Morpheus/Resolutions-2017/Pelican-StreetSweeper-A&H-$41.2K
Council of the City of York, PA  
Session 2017  
Resolution No.

Introduced by: Renee S. Nelson  
Date: March 7, 2017

WHEREAS, the City of York, York County, desires to purchase one (1) 2017 Ford F-250 Pickup Truck, one (1) 2017 Chevrolet Silverado Pickup Truck, and one (1) 2017 Ford F-550 Sign Truck for use by the Department of Public Works; and

WHEREAS, the purchase will be made through PA State CoStars Contract #025-002 for the trucks from Apple Automotive Group, 1200 Loucks Road, York, PA 17404; and

WHEREAS, the City desires to purchase said vehicles at a cost of $33,273.00 for the Ford F-250, $41,153.00 for the Chevrolet Silverado and $116,863.00 for the Ford F-550; and

WHEREAS, the City shall make said purchases through a five year lease purchase agreement with one annual payment and a one dollar buy out at the end of the lease period; and

WHEREAS, the purchase will be financed through Fulton Leasing Company with annual payments not to exceed $7,106.46 for the Ford F-250 Pickup Truck, $9,277.67 for the Chevrolet Silverado Pickup Truck and $24,834.48 for the Ford F-550 Sign Truck; and

WHEREAS, the lease payment shall be paid from the following accounts, Capital Budget Fund, #50-420-46101-00081 and Liquid Fuels Fund, #21-421-46100-10003.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that the Mayor is authorized and the Controller is authorized and directed to enter into an agreement with Apple Automotive Group to provide the vehicles and Fulton Leasing Company to provide financing for same on behalf of the City of York, Pennsylvania.

PASSED FINALLY:  

BY THE FOLLOWING VOTE:

YEAS:  

NAYS:  

__________________________  
Michael Helfrich  
PRESIDENT OF COUNCIL

Attest:  

Dianna L. Thompson-Mitchell  
CITY CLERK
Thank you for your business.

APPROVAL: Quotes are contingent upon final credit approval. Rates (including fixed term rate) will be quoted accordingly.

RATE: Rates are guaranteed for thirty days from the date of quotation. In the event there is an increase in the cost of funds (indexed based on Libor or Term IC Swap), the final fixed term rate will be adjusted accordingly.

LEGAL OBLIGATION: The Lessee's obligations under this Agreement are limited to the financial obligations of the Lessee to the Lessor. The Lessee agrees to indemnify the Lessor and its agents and employees against any and all losses, damages, costs, expenses, and liabilities arising from the Lessee's breach of any of the terms of this Agreement.

AUTHORIZED SIGNERS: The Lessee's authorized signatories shall be the individuals(s) to execute all necessary documents used hereunder.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the Lessee, with the Lessor retaining a first security interest in the equipment.

BANK CREDIT LIMITATION: This proposal assumes that the Lessee will not be issuing more than $10 million in tax-exempt obligations this calendar year. Furthermore, it is understood that the Lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

TYPE OF FINANCING: Tax-exempt lease purchase agreement with a 5%o.o. Buy out option at end of lease term. Said agreement shall be a net lease arrangement.

| Initial Payment due at Settlement of Progress Lease | $9,227.67 |
| Balance due | $500.00 |
| N/A | $8,227.67 |
| 3.00% | $ |
| Annual Payments | $ |
| 5 Years | $ |
| 1.00 | $ |
| 4.153.00 | $ |
| 4.153.00 | $ |
| Principal | $ |

LEASE QUOTE

FUTON LEASING COMPANY

2017 Chevrolet Silverado 2500HD

City or York: 02/15/2017

To: Chris Ojen

Initial Payment due at Settlement of Progress Lease
Acquisition Fee
UCC Filing Fee
Lease Payment
Fixed Rate (Bank Qualifies as Tax Free)
Payment Frequency
Term
Residual Value
Amount Financed
Sales Price

2017 Chevrolet Silverado 2500HD
2017 Fleet/Non-Retail Chevrolet Silverado 2500HD 4WD Crew Cab 153.7"

**PRICING SUMMARY**

<table>
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<tr>
<th>Description</th>
<th>Price</th>
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<tbody>
<tr>
<td>Base Price</td>
<td>$40,050.00</td>
</tr>
<tr>
<td>Total Options</td>
<td>$2,490.00</td>
</tr>
<tr>
<td>Vehicle Subtotal</td>
<td>$42,540.00</td>
</tr>
<tr>
<td>Advert/Adjustments</td>
<td>$0.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$1,195.00</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$43,735.00</strong></td>
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Pa State Costs  

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PA (6 Stars) Truck Price</td>
<td>$32,550.00</td>
</tr>
<tr>
<td>Roadwatch Temp System</td>
<td>+ 575.00</td>
</tr>
<tr>
<td>8'1/2' Plow/Tool Box Pkg</td>
<td>+ 5805.00</td>
</tr>
<tr>
<td>Strobe Light Pkg</td>
<td>+ 1270.00</td>
</tr>
<tr>
<td>2-Way Radio</td>
<td>+ 818.00</td>
</tr>
<tr>
<td>HD Front Floor Tray Mats</td>
<td>+ 135.00</td>
</tr>
</tbody>
</table>

**Total Equipped As Per Pages 1-6:** $41,153.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook: Data Version: 474.0, Data updated 1/17/2017  
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Thank you for your business.

APPROVAL: Client is compliant upon final credit approval.

Rate: The final interest rate will be adjusted accordingly.

Rate: Rates are guaranteed for thirty days from the date of the quotation. In the event there is an increase in the cost of funds (discounted based on the term of the swap

Legal Opinion: The lessee's counsel will review the transaction and the documents used herein.

Authorization Signatures: The lessee's governing board shall provide Fusion Bank with an opinion covering this transaction and the documents used heretofore. This opinion shall be in a

Form and substance satisfactory to Fusion Bank. N/A

Initial Opinion: The lessee's counsel shall present Fusion Bank, N/A with an opinion covering this transaction and the documents used heretofore. This opinion shall be in a

individual(s) to execute all necessary documents used therewith.

Type of Financing: Tax-exempt lease purchase agreement with a $1.00 buy-out option at end of lease term. Said agreement shall be a net lease arrangement.

| Initial Payment Due at Settlement of Progress Lease | $ |
| Acquisition Fee | $ |
| UCC Filing Fee | $ |
| Lease Payment | $ |
| Fixed Rate (Bank Qualified Tax Free) | $ |
| Payment Frequency | N/A |
| Term | N/A |
| Residual Value | N/A |
| Amount Financed | $ |
| Sales Price | $ |
| Municipal | $ |

Asset: 2017 Ford Super Duty F-250

Customer: City of York

Date: 02/15/2017

To: Chuck Green

LEASE QUOTE
2017 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box

**PRICING SUMMARY**

**PRICING SUMMARY - 2017 Fleet/Non-Retail F250 XL 4WD Reg Cab 8' Box**

- Base Price: $35,330.00
- Total Options: $2,290.00
- Vehicle Subtotal: $37,620.00
- Advert/Adjustments: $0.00
- Destination Charge: $1,295.00
- **GRAND TOTAL:** $38,915.00

---

- Truck Price:
  - Lift gate plus plow: $2,710.00
  - Front/flex with long staff: $5070.00
  - Extra key/remote: $285.00
  - 2 way Radio: $818.00

---

**Equipped As Per Pages 1-5**

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 474.0; Data updated 1/17/2017

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February 09, 2017 5:28:49 PM
Thank you for your business.

APPROVAL: Quotes are contingent upon final credit approval.

Interest rates: The final fixed term rate will be adjusted accordingly.

RATE: Rates are guaranteed for thirty days from the date of the quotation. In the event there is no increase in the cost of funds (indexed based on the EURIBOR), this option shall be in effect.

LEGAL OPINION: The lessor’s counsel, a firm of reputable counsel, has provided an opinion covering this transaction and the documents used heretofore. This opinion shall be in the hands of the lessee’s counsel at the initial signing.

AUTHORIZATION ISSUES: The lessee’s governing body shall receive and accept this agreement and shall discharge the same.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with the lessor retaining a security interest.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than $10 million in tax-exempt obligations this calendar year. Furthermore, it is assumed that the lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

TYPE OF FINANCING: Tax-exempt lease purchases agreement with a 3% prepayment fee. All lease payments are made at the beginning of the lease term.

<table>
<thead>
<tr>
<th>Initial Payment due at settlement of Progress Lease</th>
<th>Acquisition Fee</th>
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</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>UGC Filing Fee</td>
</tr>
<tr>
<td>$25,284.48</td>
<td>Lease Payment</td>
</tr>
<tr>
<td>3.0%</td>
<td>Fixed Rate (Bank Qualified Tax Free)</td>
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<tr>
<td>Annually Paymental</td>
<td>Payment Frequency</td>
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<tr>
<td>5 Years</td>
<td>Term</td>
</tr>
<tr>
<td>1.0%</td>
<td>Residual Value</td>
</tr>
<tr>
<td>$116,835.00</td>
<td>Amount Financed</td>
</tr>
<tr>
<td>$116,835.00</td>
<td>Sales Price</td>
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</table>

Initial Payment due at settlement of Progress Lease

ACQUISITION FEE

UGC Filing Fee

LEASE PAYMENT

FIXED RATE (BANK QUALIFIED TAX FREE)

PAYMENT FREQUENCY

TERM

RESIDUAL VALUE

AMOUNT FINANCED

SALES PRICE

LEASE TYPE

FUTON LEASING CORP. TO

LEASE QUOTE

Asset: 2017 Ford Super Duty F-550
Customer: City of York
Date: 02/15/2017

Chas. Green
2017 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD Reg Cab 169"

PRICING SUMMARY

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<th>Description</th>
<th>Amount</th>
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<td>Base Price</td>
<td>$36,840.00</td>
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<tr>
<td>Total Options</td>
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<td>Vehicle Subtotal</td>
<td>$50,945.00</td>
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<tr>
<td>Advert/Adjustments</td>
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<td>Destination Charge</td>
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<td>GRAND TOTAL</td>
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Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 1474.0, Data updated 1/17/2017
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February 09, 2017 9:47:23 PM

Page 4
WHEREAS, the City of York; York County, desires to enter into an agreement with GE Automation and Control for the Phase II PPS Migration Project at the York City Wastewater Treatment Plant; and

WHEREAS, GE submitted a proposal for this project at a cost of $99,505.00.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that Council hereby authorizes the City to award a contract for the PPS Migration Project, in accordance with the price set forth in the attached proposal, a copy of which is attached hereto and made a part hereof, and shall be paid from the WWTP Intermunicipal Fund account # 61-440-46121-00000.

The Mayor is authorized and the Controller is authorized and directed to enter into an agreement for same on behalf of the City of York, Pennsylvania.

PASSED FINALLY: 

BY THE FOLLOWING VOTE:

YEAS: 

NAYS: 

Michael Helfrich
PRESIDENT OF COUNCIL

Attest:

Dianna L. Thompson-Mitchell
CITY CLERK
City of York - PPS Migration Project
Fixed Price Proposal

Proposed For: Thomas King
City of York
301 S. George Street
York, PA 17405
(717) 846-2251

Prepared By: Michael Hall, ITO Solutions Analyst
gicautomationandcontrol@cityofyork.org

CONFIDENTIAL
This document and the information contained herein are confidential and for the customer's use only. Customer agrees not to use, except for the purposes intended, nor to disclose it, in whole or in part, to any third party, without the written consent of GIC Automation and Controls.
GE Intelligent Platforms, Inc.

Date: February 13, 2017
Valid to: March 15, 2017

Proposal Number: IS590 V1.0

Subject: Proposal for Services to assist with the iXand iXPP based modernization project at the City of York.

GE's Automation and Control (GE's A&C) is pleased to present this fixed price proposal for the City of York Phase I proposal. Phase I Scope is to Move the PPS system from the test environment to the production environment and complete final configuration. A preliminary schedule has been included below for purposes of evaluation and planning at Rockwell. Note the various tasks included in the preliminary schedule.

GE's A&C will provide a field engineer to come onsite to the City of York facility to perform tasks associated with this proposal based on the tasks associated with the preliminary schedule and the details provided in section 2 below. The materials listed are offered as one in support of the final production system. The labor and material outlined herein represent GE's best estimates based on data provided and/or available to us at the time this proposal was issued. The actual materials and services may not be the same as the estimate included in this proposal. Should this be the case, GE will provide any changes to the City of York as soon as possible and require that the purchase order be amended as a change order be issued.

Note: It may require 4 to 6 weeks for the scheduling of services following receipt of purchase order. After receipt of order, a GE's A&C project manager will contact City of York.

<table>
<thead>
<tr>
<th>ID</th>
<th>Quantity</th>
<th>Category</th>
<th>Description</th>
<th>RE/HOURS</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Automation Engineer</td>
<td>GE Intelligent Platforms, Inc. (GEIP) will provide services on a fixed price basis to assist A&amp;C with the following tasks related to the Phase I - City of York/PPS System $190.00</td>
<td>$38,000.00</td>
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<tr>
<td>1a</td>
<td>200</td>
<td>Automation Engineer</td>
<td>Phase I - City of York/PPS System - will spend 24 days on the effort</td>
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<td>$38,000.00</td>
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<td>120</td>
<td>Automation Engineer</td>
<td>Phase I - Overall configuration and test - will spend 15 days on the effort</td>
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<td>$28,800.00</td>
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<td>1c</td>
<td>48</td>
<td>Automation Engineer</td>
<td>Training and onsite from Phase II - Training and onsite and Phase I work</td>
<td>$190.00</td>
<td>$9,216.00</td>
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<td>1d</td>
<td>72</td>
<td>Project Manager</td>
<td>Project management services related to scheduling, logistics, documentation and training</td>
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<td>$13,800.00</td>
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<td>1e</td>
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<td>Automation Engineer</td>
<td>Training</td>
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<td>1</td>
<td>Total</td>
<td>Travel and living expense estimate - will bill at actual cost plus 10%</td>
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<td></td>
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<tr>
<th>ID</th>
<th>Quantity</th>
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<td>10</td>
<td>KEPS-PSA160</td>
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<td>1b</td>
<td>1</td>
<td>Miscellaneous Installation Supplies</td>
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<td></td>
<td></td>
<td>Materials Subtotal</td>
<td>$7,495.00</td>
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</tbody>
</table>

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* All Services will be performed on a fixed price basis as per the above scope and prices are billed per the milestones indicated below.

The following milestones are original with GE’s standard Project Execution Lifecycle and represent key milestone/transition points from GE to City of York.

**MILESTONE REPORT TABLE**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Milestone Description</th>
<th>Milestone Billing Amount</th>
<th>USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Value Completion Phase 1 Write work - Production</td>
<td>59,509</td>
<td></td>
</tr>
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</table>

**Additional work performed outside of scope and/or normal business hours will be billed at the specified rate. Please refer to the attached specific Terms for Project Services for more information.**

**Terms and Conditions are per the GEA NEC attached conditions of sale document.**

**This proposal is valid for 30 days from date submitted.**

**Prepared by: Mike Holt**
**Commercial Proposal**
**GE’s Automation and Control**

**Attachments:**
- Demand-Services-base-Guide
- Conditions of Sale
1. APPLICATION OF TERMS

These Terms of Use and the General Conditions of Sale of Products and Services ("Terms") of [Company Name] ("General Conditions") form part of the Contract to the exclusion of all other terms and conditions containing any terms or conditions which the Buyer purports to apply under any purchases order, confirmation of order, quotation, facsimile entry or other document presented by such person, company or other entity to [Company Name]. The Parties acknowledge that the General Conditions are written acceptance, together with these General Conditions and any other documents incorporated by reference in the Agreement entered into by Seller.

2. PAYMENT, TAXES

2.1. Seller, as Seller for the Products, Software and Services by paying all invoiced amounts by check, bank transfer or similar type of payment. Seller shall be entitled to offset any amount owed to Seller against the amount owed to Buyer.

3. DELIVERY, TITLE, TRANSFER, RISK OF LOSS

3.1. Unless otherwise agreed, delivery to Buyer shall be F.O.B. Seller’s facilities (where no export involved) or F.O.S. Port of Export (where export involved). F.O.B. port terms shall be applicable. Delivery dates are estimates and shall be made subject to the availability of the Products. Seller shall have the right to sub-contract and to provide third-party services to the Buyer. Seller shall be liable for the Products delivered in good condition and in accordance with the specifications, and within the agreed delivery dates.

4. INSURANCE

4.1. Buyer’s insurance shall cover the Products during transit. The Buyer shall be responsible for all insurance during transit and shall provide evidence of such insurance to Seller. Seller shall be responsible for all insurance during storage and while the Products are in Seller’s possession.

5. INSURANCE

5.1. During the period of warranty, Seller shall bear the cost of all repairs or replacements necessary to ensure the proper functioning of the Products. The warranty period shall be [insert warranty period]. During this period, Seller shall repair or replace the Products at no cost to Buyer. If Seller is unable to repair or replace the Products, Seller shall refund the purchase price paid by Buyer. Buyer shall be responsible for the cost of all transportation and handling charges associated with any repair or replacement of the Products.

6. LIMITATION OF LIABILITY

6.1. Seller shall not be liable for any amount exceeding the price paid by Buyer for the Products. Buyer shall indemnify Seller against any claims, losses, damages, costs, expenses, or liabilities incurred by Seller in connection with any Products furnished hereunder.

7. SUSPENSION, TERMINATION

7.1. Either party may terminate the Contract as follows: (a) upon the written notice of either party; (b) upon the failure of either party to perform its obligations as set forth in the Contract; (c) upon a breach of the representations or warranties of the other party under the Contract; (d) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impossible or impracticable; (e) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (f) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (g) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (h) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (i) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (j) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (k) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (l) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (m) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (n) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (o) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (p) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (q) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (r) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (s) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (t) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (u) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (v) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (w) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (x) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (y) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible; (z) upon the occurrence of any event that, in the opinion of the non-breaching party, makes the performance of a party, or portions of the Contract, impracticable or impossible;
to actively terminate at each side and shall give all reasonable assistance to Seller in obtaining such and similar documents which Seller may require at no cost to Seller. Unless otherwise provided in the Contract, Buyer shall pay the living expenses of Seller’s personnel (accommodation, food and incidental expenses) according to Seller’s standards, and all the equipment and human resources as may be necessary for Seller to perform the Services on the site as well as any cost and fees related to a breach of its obligations to provide and obtain all consents above.

14.2 Seller reserves the right to cancel any scheduled training, without being required to provide justification, provided that it gives Buyer at least one (1) week’s prior notice. Seller shall retain any payment that Buyer may have already made. In the event of cancellation at the scheduled training (by Buyer), the following changes shall apply: a) notice given more than 14 days prior to the schedule training: no charge; b) notice given between 7 to 14 days prior to the schedule training: half fee; c) notice given less than 7 days prior to the schedule training: full fee.

15. CHANGES

15.1 Each party may at any time propose changes in the scope or size of the Services. Seller- is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

15.2 The scope, Contract price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller’s proposal dates, in Buyer’s site-specific requirements or procedures such as: instructions, material, civil works information, access to site data, technical data and information, design and drawings documentation, or in industry specifications, code, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller’s manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller’s time and material rates.

15.3 It shall be acceptable and not considered a change if Seller delivers a Product or Software that bears a different, superceding or new part or version number compared to the part or version number listed in the Contract.

16. U.S. GOVERNMENT CONTRACTING

For direct and indirect U.S. government contracts and/or contracts funded in whole or in part by the U.S. government, all Products, Software, and Documentation provided hereunder shall be considered “commercial items” as defined in FAR Part 2, 2.101 and in accordance with FAR 52.244-6. To the fullest extent permitted under FAR Part 12, the terms and conditions of FAR 52.2.124 are replaced by the Terms and Conditions set forth in these Conditions. Therefore, no governmental contracting provisions, standards or requirements, including without limitation those relating to cost accounting and the Truth-in-Negotiations Act, shall apply except those expressly accepted in writing by Buyer.

17. CYBERSECURITY AND DATA PROTECTION.

If GE receives access to Customer Data in connection with its performance of the Services, GE shall comply with its Privacy Policy. GE shall not be liable for any claims associated with security breaches that may impact such Customer Data, including, but not limited to, costs associated with forensic audits and / or systems. With respect to Customer Data, the Parties agree that Customer is the data controller and GE is the data processor. Customer shall comply with all applicable laws in providing GE access to Customer Data. Customer shall not provide GE with any Personal Data of non-U.S. citizens. GE will comply with all laws and regulations applicable to it as the provider of the Product. GE shall not be responsible for compliance with laws and regulations except those that are generally applicable to Information Technology service providers providing the Products specified in this Agreement. GE shall not be considered a third-party service provider, master operator, or data controller despite the type of Products and Services offered to Customer. GE will maintain Customer Data in accordance with GE’s standard information security policies applicable to the Product. GE reserves the right to add to, modify, or change such policies at any time to meet evolving security requirements, industry standards, or legal requirements, provided that during the term of service specified in this Agreement, the level of security provided until in no event be lower than what is in the GE’s standard information security policies on the effective date of this Agreement. Customer will comply with all laws and regulations, including without limitation privacy and data protection laws, applicable to its use of the Product. Customer warrants having a secure information-sharing infrastructure to allow for the exchange of sensitive and confidential information and shall provide all necessary instructions required for GE to handle and analyze the Source Data. Customer shall notify GE promptly to the extent of an actual or suspected compromise of data or systems related to GE’s or Customer’s provision or use of the Product.

18. GENERAL CLAUSES

18.1 Products and Software sold by Seller are not intended for use in connection with any nuclear facility or activity, aerospace or life-support activity or equipment, or for use or permitted others to use Products or Software for such purposes unless he or she has received prior written consent of Seller to do so and agrees to additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

18.2 Seller may subcontract portions of the work, so long as Seller remains responsible for it. Seller may also change the name, title, or duties of any of its employees or consultants; Seller may terminate or assign, or transfer all or any part of any obligation under the Contract to any of its affiliates and Seller may assign any of its accounts receivable under this Contract to any party without Buyer’s consent.

18.3 Buyer shall notify Seller immediately upon any change in the ownership of more than fifty percent (50%) of Buyer’s voting interests or in Buyer’s controlling interest.

18.4 Except as provided in Article 1, this Contract is for the benefit of the parties and not for any third party.

18.5 This Contract represents the entire agreement between the parties. The invalidity of all or in part of any provision of this Contract shall not affect the validity of the remainder of this Contract, and in such a case of invalidity the parties shall endeavor in good faith to modify the invalid provisions so as to come out as nearly as possible the original intent of the parties in a legally enforceable manner.

19. SPECIAL CONDITIONS

These General Conditions may be supplemented by Special Terms and Conditions, specific to a scope of supply, including Software, Project, Cloud Computing Services, system equipment, PCI services, U.S. government contracts, GlobalCare Support, Pools, and/or to a GE business ("Special Conditions"). If there is any conflict between these General Conditions and the terms of any Special Conditions, the terms of the Special Conditions shall take precedence with respect to the applicable scope.
estimates of the values of Source Data, resale value of the contributary Source Data, differential analysis of costs of the Source Data is different from what the proprietary technology expects, and incidental expenses defined by rules applicable to all of the above.

"Internet Advisory Site" means an internal server site comprised of hardware and Software and hosted by Seller or third party for presenting the Advisory Intelligence to Buyer at a remote location by means of a web browser with secure access over the Internet.

"Monitored Equipment" means the remotely located equipment to which for which Seller will provide Advisory Intelligence over a secure internet connection, as set forth in the Seller proposal accepted by Buyer ("Proposal").

"Source Data" means all personal data or other parameter data from the Monitored Equipment made available to Seller by Buyer for generating the Advisory Intelligence. Source Data shall be held and generally described in the Proposal. Source Data shall not include any Personally Identifiable Information of non-US citizens.

"Managed Services" means the services provided by Licenser to license to supply Advisory Intelligence through the Internet Advisory Site.

11.2 Rights and obligations of the Parties: If the parties agree in writing to have Seller host and/or sell the Internet Advisory Site, Seller shall host and/or sell the Internet Advisory Site and make it accessible to Buyer and enforce any agreements against unauthorized third parties. Seller reserves the right to sublease hosting of the Internet Advisory Site or subcontracts any of this work to one or more third parties that shall be bound to treat confidential the Source Data and Advisory Intelligence commensurate with Seller's confidentiality obligations hereunder. Seller agrees to receive Source Data and generate Advisory Intelligence in response thereto and present it in a timely fashion, as specified in the Proposal and in accordance with the Managed Services Guide, on the Internet Advisory Site for secure access by Buyer. Seller agrees to maintain the Source Data and the Advisory Intelligence generated in response thereto for online access by Buyer through the Internet Advisory Site for such period as is specified in the Proposal. Seller understands that for the terms herein, Seller hereby grants Buyer, and Buyer hereby accepts, a nonexclusive, irrevocable, non-assignable license to use, copy and distribute internally the Advisory Intelligence. This license shall be deemed to be perpetual with respect to any and all Advisory Intelligence acquired by Buyer prior to termination of this Agreement for the scope of use that has been defined in the commercial proposal. Buyer shall be responsible for providing a suitable and reasonably adequate Internet connection for the transmission of the Advisory Intelligence and the Source Data, as well as any other equipment at Seller's discretion to provide the Services set forth here. Buyer agrees to make Source Data available to Seller, and to take all reasonable steps to facilitate the setup efforts of Seller, including interacting with any third-party carriers of Source Data to ensure the reliability of source Source Data to Seller.

11.3 Usage: The Internet Advisory Site is for use by Buyer only. Seller will provide to Buyer up to ten (10) password and account designations, which are required to access the Internet Advisory Site. Buyer shall not disclose passwords and other information about the Internet Advisory Site to third parties, or otherwise enable access by third parties to the Internet Advisory Site, without the written authorization of Seller. Buyer agrees not to compromise the security of the National Advisory Site through its actions or inactions, and Buyer will take all reasonable steps to prevent unauthorized access to the Internet Advisory Site. Buyer shall be solely responsible for maintaining the confidentiality of such password and account designations and for all activities conducted by Buyer or otherwise, that occur under its password(s) or account(s). Buyer agrees to (a) immediately notify Seller of any unauthorized use of such a password or account or any other breach of security, and (b) ensure that it promptly exits from its account(s) at the end of each session. Buyer acknowledges and agrees that Seller cannot and shall not be responsible or liable for any loss or damage arising from Buyer's failure to comply with the foregoing.

Buyer shall deliver to Seller a first report upon the signature of this agreement, informing Seller about the scope of application of the Service to the planned lines of use, territory, number of users expected, and number of equipment concerned that will be monitored as well as any other information requested by Seller in the commercial proposal that is required to perform this agreement correctly. This report shall be updated and submitted to Seller not less than twice a year, evidencing Seller's and other authorized user's use of the Monitoring Software and Services. In the event Seller is named as a defendant in a third-party lawsuit for personal injury and/or property damage alleged to be caused by Monitored Equipment of Buyer on the basis that the Advisory Intelligence failed to indicate an equipment condition that would have avoided the injury or damage, Buyer will indemnify, defend and hold harmless Seller in such lawsuit.

11.4 Restrictions: Source Data shall remain the property of Buyer, and Seller shall not disclose Source Data to any third party without the written authorization of Buyer. Seller shall not use the Source Data for any purpose other than (i) rendering Services under this Agreement, and (ii) internally use or improve Seller's proprietary technology. Seller shall not disclose the Advisory Intelligence to any third party in a way that identifies Seller, the Monitored Equipment, or any changes or performance metrics of either, without the written authorization of Buyer. Buyer reserves responsibility for the processing of the Source Data and need to provide their instructions and guidelines to Seller so as to how Source Data shall be managed, analyzed, translated, exported, archived or stored. If any personal data were transferred with the Source Data, Buyer shall bear the entire responsibility and liability related to the handling and processing of such Data ensuring that Personal Data shall not be included in the Source Data. Buyer agrees not to take any action that would limit Seller's independent development, sale, assignment, licensing or use of Seller's Software and technologies constituting the Internet Advisory Site, or any improvement thereof. This Agreement shall not provide Buyer with any ownership of the Internet Advisory Website. Title to and ownership of the Internet Advisory Site and the Advisory Intelligence and all versions, modifications, and enhancements thereof, shall at all times remain with Seller, subject only to the rights and privileges expressly granted to Buyer herein.

11.5 Term and Termination: The Managed Services shall automatically be renewed for successive one (1) year renewal terms, unless a party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the end of any term. The renewal rate shall be increased at each renewal to reflect the annually published Consumer Price Index plus one percent (1%) over the prior period. Upon a material breach of this Agreement, and in addition to any other remedies it may have at law or in equity, Seller may (a) cease access by Buyer to the Internet Advisory Site, (b) refuse to generate Advisory Intelligence, (c) declare all obligations immediately due and payable and/or (d) terminate this Agreement immediately.

11.6 Additional Disclaimer of Warranties and Limits - Seller does not and cannot control the flow of data to or from Seller's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Buyer's connections to the Internet (or portions thereof). Although Seller will use commercially reasonable efforts to take all actions deemed appropriate in response to such events, Seller cannot guarantee that such events will not occur. ACCORDINGLY, SELLER DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATING TO SUCH EVENTS.

11.7 Disclaimer of Warranty - WHEN THE INTERNET ADVISORY SITE PROVIDES ADVISORY INFORMATION REQUIRING EQUIPMENT CONDITION, IT IS ABSOLUTELY IMPOSSIBLE TO GUARANTEE THAT EACH AND EVERY ITEM IS COMPLETELY OF ANY TYPE OF EQUIPMENT WILL BE DETECTED OR NOT DETECTED. THEREFORE, SELLER SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATING TO SUCH EVENTS.

11.8 Limitation of Liability - WHETHER CONTRACT OR TRESPASS, WHETHER ARISING OUT OF OR RELATING TO THE USE OF THE ADVISORY INTELLIGENCE, [WHETHER ACCURATE OR OTHERWISE],
PRODUCT SPECIFIC TERMS AND CONDITIONS

Payment schedule

Where the Party has agreed upon a payment schedule all payments shall be due and paid in accordance with such payment schedule. Seller shall not be prevented from issuing an invoice and shall be paid by Buyer in accordance with such payment schedule, even if performance and/or acceptance of the milestones or services is delayed due to any reason not solely attributable to Seller or its subcontractors, including but not limited to (i) a failure by the Buyer to execute any of its obligations in accordance with the Contract, (ii) Buyer delays and/or (iii) requests by Buyer for changes, variations or additional information which affect the performance and/or schedule of the project. In case of changes or events impacting Project performance or schedule, Seller shall be authorized to invoice and get paid as of date of occurrence of the change or event.

Input Freese and design issues:

The Buyer shall provide on the dates set forth in the Proposal or if no such dates are set forth at such dates as to allow Seller to perform its own obligations as set forth in the Proposal, any approved, extracted, material, field works, access to site, the right for Seller to use all necessary field works or third party products or any other thing which may be required in relation to the performance of Seller’s obligations and which is not expressly stated to be Seller’s responsibility. As such, and among other elements, the Buyer undertake to provide Seller within a period as set forth in the Proposal or if no such dates are set forth in the Proposal, at such a date consistent by Seller to allow Seller to perform its own obligations as set forth in the Proposal, with all necessary technical data and information (hereinafter “input Freese”) and particularly those of the various elements not to be provided by Seller, and which will have to be connected or interfaced with the Product or if no such dates are set forth in the Proposal, at such a date considered by Seller to allow Seller to perform its own obligations as set forth in the Proposal, then the Supplier shall be compensated in terms of cost and delay.

All documentation such as documents, design and drawings sent for approval to the Buyer shall be deemed approved by the Buyer one (1) week after date of receipt thereof by the Buyer (hereinafter “Design Freese”), unless the Buyer has, within such one week period, expressly refused to approve them. Written comments without an express refusal to approve shall not be considered as a refusal to approve.

Should the documents and drawings sent for approval to the Buyer not have been approved within this period of one week after date of receipt thereof by the Buyer, Seller shall retain the right to modify the delivery time.

Should there be any modifications to the Product requested by the Buyer, after Design Freese (i.e., after approval of the documentation, documents or drawings), Seller shall be compensated in terms of cost and delay, if any, against due justification.

Any authorization, license or approval required from any regulatory authority for which Seller is not expressly made responsible in the Contract shall be obtained by the Buyer at the dates set forth in the Proposal or if no such dates are set forth at such a date so as to allow Seller to perform its own obligations as set forth in the Proposal.
1. **GlobalCare Support Services.** With respect to the Software (as defined in the underlying Software License Agreement) licensed Seller and listed on Buyer’s GlobalCare Support Program Certificate (“GlobalCare Certificate”) Seller shall provide GlobalCare Support Services, as detailed in the applicable customer support guide (“Customer Support Guide”) and as provided below.

1.1 **Telephonic Support.** To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Buyer, Seller will provide support consultation to Buyer regarding use and operation of the Software. Such consultation may occur via telephone or web-based communication.

1.2 **Problem Solving.** To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Buyer, Seller’s technical personnel will be assigned to attempt resolution of problems in the GE Software discovered by Buyer and reported to Seller in sufficient detail to permit Seller to reproduce such problems. Buyers are advised that remote access troubleshooting tools may be utilized by Seller in order to assist efforts to correct problems, and that such efforts may be required if Buyer is unable to accommodate the use of such tools. Corrective efforts by Seller to each problem will be available to Buyer as provided in the Customer Support Guide. Seller’s obligation shall be to use its reasonable efforts to correct such problems; however, Seller does not warrant or guarantee that all such reported problems or questions will be corrected or resolved. In the event a reported problem is determined to be of Buyer origin, Seller may bill Buyer at Seller’s then-current per hour rates for any time expended in an effort to correct such problem.

1.3 **Enhancements.** To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Buyer, Seller will provide Buyer with notice of all Service Pack enhancements, Software improvements and service upgrades (“Service Packs, SMIs, and Upgrades”). Seller reserves the right to charge for significant new product functionality introduced in major product releases (Major Features). Major Features are licensed separately and will be addressed to the base configuration that Buyer is already licensed to use. Service Packs, SMIs, and Upgrades, if provided, shall be for the quantity of registered Software systems on site. Service Packs, SMIs, and Upgrades apply only to the Software and do not include any updates, enhancements, service packs, or upgrades to the operating system or other Software.

2. **Software License Terms:** All Service Packs, SMIs, Upgrades, and other such supporting materials furnished to Buyer hereunder shall be considered part of the Software and subject to all the terms and conditions of the underlying Software License Agreement.

3. **Confidentiality of Service:** Seller shall not be required to provide support relating to problems or issues arising from (i) modified or abnormal operating conditions, (ii) Buyer’s use of the Software in a manner for which it was not designed, (iii) damage to the computer on which the Software is installed, (iv) Buyer’s negligence, misuse or modification of the Software or its configuration (including SQL), (v) versions of the Software other than those designated in the applicable Customer Support Guide, (vi) systems that do not meet the specifications or configurations, if any, specified by Seller, (vii) efforts or external systems (networks, data feeds, shared/unshared hardware, other products), (viii) Buyer failure to keep current with, virus protection, operating system/database patches, or other IT best practices, or (ix) accessing the Software or data except through the official API. Buyer must consult with Seller before performing any upgrades on any third party Software required to run the Software.

4. **Term, Renewal, and Termination:** GlobalCare Support Services will be as stated on GlobalCare Certificate. Provided that Seller has not given Buyer written notice of its intent to offer, discontinue, or refuse to renew any GlobalCare Support Services at least one year in advance of expiration of this then-current term, Seller shall notify Buyer that the then-current service period is ending and provide Buyer with a quote for renewal, no less than thirty (30) days prior to expiration of the then current service period. Payment for GlobalCare Support Services is required in advance, unless right of renewal even in case of Termination. Timely purchase and payment of the applicable yearly license fee shall extend GlobalCare Support Services. If an renewal or payment is not received as set forth herein, GlobalCare Support Services will be terminated, and Buyer will be placed on inactive status. Buyer may reactivate GlobalCare Support Services thereafter by paying a reactivation fee. GlobalCare Support Services shall automatically terminate in the event the license to the underlying Software is terminated.

5. **Use of Technical Information:** With respect to any technical information that Buyer may provide to Seller in conjunction with the GlobalCare Support Services, Seller may use such information for the limited purposes of writing and testing technical notes or knowledge base or compiling aggregated data, for internal use only, on the frequency and type of support services requested. Seller will not utilize such technical information in any form that personally identifies Buyer.

*GlobalCare is a trademark of GE Intelligent Platforms, Inc.*
Cloud Computing Services Terms and Conditions

1. Definitions:

   “Aggregate Information” means any information or data (other than payment card information) derived from Consumer Information or from Buyer’s Interaction with the Cloud Computing Services, which is not specific to a person, and does not refer to any identified specific person, and cannot be used alone or in combination with other information to identify any specific person or entity.

   “Cloud Factory” in this document refers to the Cloud Computing Services.

   “Cloud Factory Device” means the equipment and Environment as defined in the specifications of the Cloud Computing Guide, provided by GE pursuant to a Purchase Order Pursuant to the purchase of services of machine (device) data and the transmission of data to the server in order to provide the Cloud Computing Services. For as long as Buyer purchases the Cloud Computing Services, GE shall provide Buyer with a Cloud Factory Device in accordance with the terms of this Agreement and the specifications of the Cloud Computing Guide. The terms of this Appendix E specifically apply to the Cloud Factory Devices and the main terms and conditions with respect to equipment more generally. The terms of this Appendix E shall control.

   “Cloud Computing Related Products and Services” means products and/or services offered by third party providers, some of which may be identified separately but integrated within GE’s websites related to the Cloud Computing Services. Cloud Computing Related Products and Services may include implementation, customization and other products and/or services, unrelated to the Cloud Computing Services and applications that work in conjunction with or extend the Cloud Computing Services.

   “Cloud Computing Services” means the provision of GE’s proprietary software and related Products and Services offered by GE as set forth in the Commercial Proposal.

   “Consumer Information” means names, mailing address, telephone number, email address, credit card information, order and order processing information and any other non-public identifying information available to GE as a result of the use of the Cloud Computing Services. General information, such as information that does not identify an individual, such as information that enables GE or the Buyer to offer different levels of service or products is not considered Consumer Information.

   “Support Services” means the product support services sold or offered in the Cloud Computing Guide (the “Support Description”) as such Support Description may be updated from time to time by GE.

   “Users” means Buyer’s employees, contractors, consultants, agents or customers who are authorized to use the Cloud Computing Services, have received adequate training regarding use of the Cloud Computing Services and have been supplied a user identification and password by Buyer.


3. Service Obligations:

   Buyer is responsible for all activities that occur under Buyer’s User Accounts. Without limiting the foregoing, Buyer will: (i) be responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Buyer Data and Consumer Information that is uploaded, transmitted, distributed, shared or otherwise communicated by the Buyer, including any unauthorized content or tampering with or any unauthorized access to, or use of, the Cloud Computing Services or the systems operated by or on behalf of Buyer that capture, store or transmit Buyer Data and Consumer Information, and Buyer will not authorize or deauthorize, limit or facilitate any activities that may be related to the Cloud Computing Services; (ii) comply with all applicable federal, state, and local laws relating to privacy and protection of Consumer Information (including laws respecting privacy and protection of Consumer Information); (iii) use the Cloud Computing Services in compliance with all laws and regulations, including copyright, patent, trade secret, and other laws protecting such information and ideas; and (iv) defend against any claims by third parties arising out of Buyer’s use of the Cloud Computing Services.

   Buyer shall indemnify and hold harmless GE and its licensors from and against any claims by third parties arising out of Buyer’s use of the Cloud Computing Services, including losses, damages, costs, and expenses (including reasonable attorneys’ fees) incurred in connection with such claims.

   Buyer shall ensure that all Buyer Data and Consumer Information is protected from unauthorized access and use by third parties and that such data is not transmitted to third parties in violation of any applicable laws or regulations.

   Buyer shall maintain adequate security measures to protect the confidentiality, integrity, and availability of all Buyer Data and Consumer Information.

   Buyer shall cooperate with GE to investigate any unauthorized access to the Cloud Computing Services.

   Buyer shall comply with all laws and regulations applicable to the use of the Cloud Computing Services.

4. Additional Cloud Computing Services Warranties and Disclaimers:

   EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4.1 AND 4.3, GE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, INFRINGEMENT, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. GE DOES NOT REPRESENT OR WARRANT THAT:(I) THE SERVICES WILL MEET BUYER’S BUSINESS REQUIREMENTS; (II) THE CLOUD COMPUTING SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE OR RELIABLE; OR (III) ALL DEFECTS IN THE CLOUD COMPUTING SERVICES CAN BE FOUND OR CORRECTED.

   BUYER MAY CONDUCT ITS OWN INDEPENDENT TESTING TO CONFIRM THE CLOUD COMPUTING SERVICES. THE CLOUD COMPUTING SERVICES ARE PROVIDED ON AN "AS IS" BASIS. BUYER USES THE CLOUD COMPUTING SERVICES AT ITS OWN RISK.

   BUYER SHALL BE RESPONSIBLE FOR ITS OWN SECURITY PRACTICES AND FOR THE SECURITY OF ITS OWN SYSTEMS.

   BUYER WILL NOT BE RESPONSIBLE FOR THE SECURITY OF THE DATA STORAGE OR TRANSMISSION OR FOR ANY OTHER ACTIVITY RELATED TO THE USE OF THE CLOUD COMPUTING SERVICES.

5. Suspension and Termination of Term:

   In the event that Buyer breaches any of the terms or conditions of this Agreement, GE may suspend Buyer’s access to the Cloud Computing Services until Buyer has cured the breach.

   In the event that Buyer does not cure any breach of this Agreement within the time period specified in the notice of breach, GE may terminate this Agreement and all rights of Buyer to access the Cloud Computing Services.

   Upon any termination of this Agreement, Buyer shall immediately cease all right, title, and interest in and to all Cloud Computing Services.

6. General:

   The Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties. The Agreement may not be amended or modified except in writing, signed by an authorized representative of each party.

   The Agreement is binding on and inures to the benefit of the successors and assigns of the parties.

   The Agreement shall be governed by the laws of the State of Texas, without giving effect to any choice or conflict of law provisions, and the parties consent to the exclusive jurisdiction of the federal and state courts in the State of Texas.

   The Agreement shall be construed in accordance with its terms and shall not be construed against any party by virtue of the party that drafted the Agreement.

   The Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

   The Agreement is binding on all successors and assigns of the parties.

   The Agreement is binding on all successors and assigns of the parties.
Council of the City of York, PA
Session 2017
Resolution No.

Introduced by: **Renee S. Nelson**

Date: **March 7, 2017**

WHEREAS, the City of York, York County, desires to enter into a no cost Railroad Reimbursement Agreement with York Railway Company; and

WHEREAS, this Agreement is required as part of the federally funded York City Bike Lane project that will cross a railroad crossing on East King Street.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that the Mayor is authorized and the Controller is authorized and directed to enter into a Railroad Reimbursement Agreement, a copy of which is attached hereto and made a part hereof, for same on behalf of the City of York, Pennsylvania.

PASSED FINALLY: **BY THE FOLLOWING VOTE:**

**YEAS:**

**NAYS:**

Michael Helfrich
PRESIDENT OF COUNCIL

Attest:

**Dianna L. Thompson-Mitchell**
CITY CLERK

Morpheus/Resolutions-2017/Railroad-Reimburse-Agreement
RAILROAD REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made by and between the City of York, York County a political subdivision duty and property formed under the Laws of the Commonwealth of Pennsylvania, acting through its proper officials ("SPONSOR")

and

York Railway Company, a Corporation with its principal offices located at 2790 West Market Street, York, PA 17404, hereinafter called Railroad, collectively referred to as Parties.

WITNESSETH:

WHEREAS, as part of its maintenance responsibility the City of York proposes to install bicycle lane that along East King Street that crosses railroad in the City of York in York County, in accordance with the City-approved plans identified as York City Bik Lanes, hereinafter referred to as the "Project";

WHEREAS, the Project is eligible for financing with Federal Highway funds, under Federal Project Number T084-222-M30E;

WHEREAS, all construction work performed pursuant to this Agreement must comply with the Buy America provisions in 23 U.S.C. § 313 and 23 CFR § 635.410 and the Steel Products Procurement Act, 73 P.S. § 1881 et seq.;

WHEREAS, the Parties agree that 23 CFR Parts 140 and 646 are incorporated herein by reference as well as in the City’s contract for the Project;

WHEREAS, the tracks of the Railroad are located at-the grade of the highway at approximately Railroad milepost 00.53 having DOT No.: 854 641 R;

WHEREAS, the Pennsylvania Public Utility Commission (PUC) has exclusive jurisdiction over all rail-highway crossings in the Commonwealth of which this Project is subject to any existing and future Orders which may set forth cost allocations, work to be performed, and maintenance responsibilities;

WHEREAS, the City of York has agreed to initially reimburse the Railroad for 100% of
its actual costs of protective services for the Project (said services hereinafter referred to as "Construction Work");

WHEREAS, the Railroad agrees as part of the Construction Work to furnish and maintain any flagmen, watchmen, construction inspectors and/or engineering services that may be deemed necessary to protect and safeguard its railroad facilities and the operations of the railroad during the time the City's contractor is actively working on or adjacent to the railroad property;

WHEREAS, there will be no adjustment of the Railroad's existing facilities as part of the Project;

WHEREAS, the City inspection of recovered materials will not be required since there will be no adjustment of the Railroad's existing facilities as part of the Project;

WHEREAS, the City's contractor for the Project will be required to obtain and carry the necessary Railroad insurance in accordance with the Railroad's specified amounts as further described and attached hereto and made a part of Exhibit "A"; and,

WHEREAS, the City and the Railroad desire to more fully set forth in detail the work, material and labor with respect to the Construction Work to be performed by the Railroad, and the costs thereof, estimated to be $1,800.00, further described and itemized on Exhibit "A" entitled Railroad Force Account Estimate.

NOW, THEREFORE:

For and in consideration of the premises, the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

1. Construction Work: The Railroad agrees to perform Construction Work to (i) enable the City to complete the Project, and (ii) not unreasonably delay the City's construction schedule.

2. Cooperation: The Railroad and the City agree to or have their contractors cooperate so as to coordinate their respective schedules in an effort to not delay the completion of the Project.

3. Pennsylvania Prevailing Wage Act: Work performed under this agreement by any worker for any contractor or subcontractor for the Railroad may be subject to the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987, as amended, 43 P.S. §§ 165-1 - 165-17; 34 Pa. Code §§ 9.101-9.112. The Railroad shall be responsible for obtaining correct guidance on whether or not prevailing wages are applicable to the work performed under this agreement. If prevailing wages are applicable, the Railroad shall insure that prevailing wages are included for all covered work in the specification bid proposal used to solicit bids to do the contracted work and the contracts for the project. If applicable, all contractors and subcontractors employing
workers under this agreement shall comply with the provisions of the Pennsylvania Prevailing Wage Act and its regulations. This shall include the required contract provisions found in 34 Pa. Code § 9.103. The Railroad can obtain prevailing wage rates and information about compliance through the following:

Bureau of Labor Law Compliance
1301 Labor & Industry Building
Seventh & Forster Streets
Harrisburg, PA 17120-0019
717-787-4671
www.dli.state.pa.us

(keywords “prevailing wage/apprenticeship” then
“prevailing wage determination request”)

The Railroad shall be responsible to maintain the documentation, particularly certified payrolls, showing compliance with the Prevailing Wage Act.

4. Reimbursement of Costs: The City agrees, subject to provisions of paragraph nine (9) hereinafter set forth, to initially reimburse the Railroad for its actual costs directly involved in the Project, which the Railroad estimates at $1,800.00, further described on Exhibit A. It is understood and agreed that the Railroad may bill the City no more frequently than sixty (60) days or upon incurring Five Thousand ($5,000.00) Dollars additional costs, whichever first occurs for any and all actual and approved costs within the scope of the said Project. Upon receipt of such verification and confirmation, the City will promptly pay the Railroad the entire amount of such periodic billings.

5. Automated Clearing House: The City will make payments to the recipient of the funding through the Automated Clearing House ("ACH"). Within 10 days of the contract execution date, the recipient of the funding must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Service Center, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101. A copy of the ACH enrollment form can be obtained online at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf.

6. Reimbursement and Audit Clause Compliance: The City's reimbursement to the Railroad as aforesaid shall be in accordance with the provisions of Federal Highway Administration's (FHWA) Federal-Aid Policy Guide (23 CFR) and any supplements and amendments thereto. The City will reimburse the Railroad without delay all the actual cost of the aforesaid work, upon receipt by the City of the Railroad billing and confirmation thereof by the City which may include, but not be limited to time sheets, material invoices and equipment records of the Railroad and/or others to substantiate the billing. The Railroad agrees to make its invoices and records available for audit and agrees to be bound by the terms and conditions of the audit clause attached hereto as Exhibit “B”.

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7. Inspection and Approval of Work: That materials furnished and work performed under this Agreement will be subject at all times to the inspection and approval of the City, PUC and the FHWA and/or their duly authorized representatives.

8. PUC Proceedings: The Parties agree they will testify in any proceeding before the PUC in accordance with the terms of this Agreement and will submit this agreement to the PUC with the request it be incorporated into any order issued by PUC.

9. Compliance with PUC Orders: Should there be any conflict between this Agreement and any order of the PUC, the Parties agree to be bound by the lawful orders of the PUC on matters within its jurisdiction or the final determination by any proper Court on an appeal from said order or orders. In the event the PUC's order or final determination on appeal from said order as aforesaid directs the Railroad to bear its own costs for the said construction and/or protective service work for which the City initially reimbursed the Railroad, the Railroad agrees to promptly return such reimbursement to the City. Further, if sums initially paid to the Railroad exceed the actual cost for the Railroad's said construction and/or protective service, the Railroad agrees to promptly return all excess payments to the City.

10. Federal Funding: This Project is subject to and contingent upon the approval for eligibility of Federal Funds by the FHWA and failure to obtain such approval shall relieve the Parties of their obligations under this Agreement.

11. Right-to-Know Law: The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the York Railway Company shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “C” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the York Railway Company.

12. Cancellation, Abandonment, or Revision of the Project: It is further agreed that if, for any reason, the Project referred to herein shall be canceled, abandoned, or revised, in such a manner that the work described in this Agreement should be no longer required, in the opinion of the Secretary of Transportation, then in such event, the only amount which will be payable to the Railroad will be the actual and related indirect costs of the work actually completed at the time of notification by the City of the said cancellation, abandonment or revision, plus any additional expenses incurred by the Railroad in restoring its system to normal operation conditions.

13. Restrictions on Lobbying: Public Law 101-121, Section 319, 31 U.S. Code Section 1352, prohibits the recipient or any lower tier subrecipients of a federal contract, grant, loan or cooperative agreement from expending federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan or the entering into of any cooperative agreement. The Railroad agrees to comply with the Certification of Restrictions on Lobbying attached hereto as Exhibit "D" and made a part of this Agreement, which an authorized official of the Railroad has executed.

14. Amendments and Modifications: No alterations or variations to this Agreement
shall be valid unless made in writing and signed by the Parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the Parties with the same formality as the original Agreement.

15. Titles Not Controlling: Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

16. Severability: The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

17. No Waiver: Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by other Parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

18. Independence of the Parties: It is understood by and between the Parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Railroad and the City, or as constituting the Department as the representative or general agent of the Railroad for any purpose whatsoever.

19. Assignment: This Agreement may not be assigned by the Railroad, either in whole or in part, without the written consent of the City.

20. Third Party Beneficiary Rights: The Parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

21. Notices: All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the Parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

22. Integration and Merger: This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the Parties containing all the terms and conditions agreed on by the Parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.
IN WITNESS WHEREOF, the Parties have caused these presents to be executed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST: York Railway Company

__________________________
Signature                         Date

by ________________________

__________________________
Signature                         Date

__________________________
Title

__________________________
Title

DO NOT WRITE BELOW THIS LINE – FOR COUNTY USE ONLY

CITY OF YORK

BY: ________________________

James E. Gross

Title: Director of Public Works     Date
Contract Provisions – Right to Know Law

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

Revised September 3, 2013

EXHIBIT C

1 of 2

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the Parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth’s disclosure of Requested Information pursuant to the RTKL.

i. The Contractor’s duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.
LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for such failure.

SIGNATURE: ________________________________

TITLE: ____________________________________

DATE: ____________________________________

Exhibit D

Enclosure 1 to Management Directive 305.16 Amended
Exhibit “A”

Railroad Force Account Estimate

County: York County  
Municipality: City of York  
Project: York City Bike Line  
SR: (Local) E. King Street, Section: BKL  
Work to be performed by York Rail  
Date: 2/22/2017

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**TOTAL COST:**  $1,800.00

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AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH AUDIT REQUIREMENTS.

The York Railway Company must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U. S. C. 7501 et. seq.; Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

If the York Railway Company is a local government or non-profit organization and expends total federal awards of $500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the York Railway Company is required to have an audit made in accordance with the provisions of OMB Circular A-133.

If the York Railway Company expends total federal awards of less than $500,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

SUBMISSION OF AUDIT INFORMATION TO THE COMMONWEALTH.

The York Railway Company must submit copies of the audit report package to the Commonwealth, which shall include:

1. Data Collection Form.
2. Financial statements and schedule of expenditures of federal awards.
3. Auditor’s reports on the financial statements and schedule of expenditures of federal awards, internal control and compliance as well as a schedule of findings and questioned costs.
4. Summary schedule of prior audit findings.
5. Corrective action plan.

Enclosure 1 to Management Directive 325.9 Amended

Exhibit B
The number of copies to be submitted shall equal one for the Bureau of Audits (archival copy) plus one for each Commonwealth agency which provided federal pass-through awards to the entity, as reflected in the entity’s Schedule of Expenditures of Federal Awards. The audit report package should be submitted to the:

Office of the Budget/Bureau of Audits
Division of Subrecipient Audit Review
Verizon Tower – 6th Floor
303 Walnut Street
Harrisburg, PA 17101
Phone: (717) 783-9120
Fax: (717) 783-0361

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and OMB Circular A-133.

GENERAL AUDIT PROVISIONS.

The York Railway Company is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the York Railway Company auditor, and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the York Railway Company.

Audit working papers and audit reports must be retained by the York Railway Company’s auditor for a minimum of three years from the date of issuance of the audit report, unless the York Railway Company’s auditor is notified in writing by the Commonwealth or the cognizant or oversight federal agency to extend the retention period. Audit working papers will be made available upon request to authorized representatives of the Commonwealth, the cognizant or oversight agency, the federal funding agency, or the General Accounting Office.
<table>
<thead>
<tr>
<th>Department: Economic &amp; Community Development (Health)</th>
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**Committee Issues Chart**

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<tr>
<th>Item</th>
<th>Committee</th>
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<th>Committee Meeting Date</th>
<th>Supporting Documentation</th>
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<th>Budget Amendment for Safe &amp; Healthy Communities Grant: This is needed due to Budget Amendment for Safe &amp; Healthy Communities Grant. This is needed due to subsequently available funding.</th>
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<td>3/1/2017</td>
<td>Economic Development</td>
<td>Shillonsky Buffett</td>
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<td>Healthy Communities Grant (PA DOH)</td>
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<td>Budget Amendment and Economic Development</td>
<td>Shillonsky Buffett</td>
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<td>Subsequently available funding through Safe and Healthy Communities Grant. This is needed due to Budget Amendment for Safe and Healthy Communities Grant.</td>
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AN ORDINANCE

Amending the 2017 York City Budget appropriating additional revenue and expenditures for the Health Bureau-Safe and Healthy Communities, in the amount of $121,000.00.

WHEREAS, the Health Bureau will be receiving subsequent funding from the State for Safe and Healthy Communities grant, and;

WHEREAS, the Finance Bureau has reviewed the 2017 Budget and has determined that the budget must be amended.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of York, Pennsylvania, that the City of York 2017 Budget is hereby amended in accordance with the attached schedule.

PASSED FINALLY:

BY THE FOLLOWING VOTE:

YEAS: __________________________

NAYS: __________________________

ATTEST:

Michael Ray Helfrich, President of Council

Diana L. Thompson-Mitchell, City Clerk

Presented to the Mayor for approval this ______ day of ________________________.

Approved:

Mayor ___________________________ Date __________________________

Vetoed:

Mayor ___________________________ Date __________________________
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The Food Trust
Project Scope
Penn Market, City of York, PA
February 22, 2017

Introduction

Penn Market is York, PA’s oldest farmers market and has been continuously operating since 1866. It is one of two remaining traditional public markets in the city of York, PA. Housed in an impressive historic structure, Penn Market was thriving and attended by area farmers with full occupancy through the 1990’s. Over the past couple of decades, however, Penn Market’s vendor occupancy has dwindled and in 2015, a Friends of Penn Market and Board of Directors were formed to help revive the market.

The ownership of Penn Market recently changed hands in October 2016 and it is currently under the leadership of the City of York’s Redevelopment Authority. In anticipation of this project and as a result of The Food Trust’s past support to the City of York for planning the revitalization efforts at Central Market, several staff from The Food Trust visited York, PA in March 2016. The team met with Shilvosky Buffaloe and Nikky Davis from York’s Department of Economic and Community Development, visited Central Market, Penn Market, and New Eastern Market, and met briefly with other City staff and several key Penn Market vendors.

Penn Market is located at the intersection of three communities and is a convenient, stable source of fresh healthy food for market customers, especially for vulnerable populations with lower incomes and/or limited access to transportation. Up to 45% of residents living within a half-mile of Penn Market do not have access to a vehicle and 25% of Penn Market sales are generated by customers using SNAP/EBT. In addition to the market being an outlet for healthy food, there is a desire to preserve and boost awareness of Penn Market’s place in York’s history, culture, and economic vitality.

To these ends, The City of York asked The Food Trust to provide detailed and evidence-based recommendations to guide the use of Penn Market to strengthen and secure its place and identity in the City of York. A separate firm will be focusing on the capital improvements plan, while The Food Trust’s recommendations will focus on assessing the competitive landscape, conducting a market analysis, and surveying the community, vendor, and stakeholder needs to determine whether the market can thrive as a public farmers/vendors market, or whether the City of York should consider alternate strategies for the building and space. And if so, The Food Trust will make recommendations regarding the optimal use of and programming within the market itself, including vendor mix, shared community and/or commercial uses, the convenience store, and supportive programming.

In addition, the City of York desires a high level scan of healthy food access policy and program initiatives within and impacting the City. This plan will identify key existing efforts and provide high-level recommendations to help guide needed policy changes and program support.
Our Capacity

The Food Trust was founded in 1992 and is a nationally recognized nonprofit working to ensure that everyone has access to healthy, affordable food and the information to lead healthy lives. The Agency works at both the community and public policy levels, with neighborhoods, schools, grocers, farmers and policymakers, to address the complex issues that lead to food insecurity and achieves its mission through a comprehensive approach to improved food access that combines nutrition education and greater availability of affordable, healthy food across a variety of settings.

One of The Food Trust’s oldest programs is its farmers market program which began in 1993. Today the Agency operates the largest network of farmers’ markets in Philadelphia, with most markets in underserved neighborhoods. All 25 markets citywide accept SNAP benefits and Food Bucks, encouraging low-income shoppers to increase their consumption of fresh fruits and vegetables and the markets provide an estimated 450,000 customers with access to affordable, locally grown produce annually. The Food Trust also developed and currently operates Philadelphia’s largest outdoor farmers market — Headhouse Farmers Market, which is housed under a historic market shed that was originally built in the late 1700’s. To launch Headhouse Market, The Food Trust worked with a committee of over 30 stakeholders to secure the location, curate a compelling vendor mix, develop market operating guidelines, and a promotion plan. The Food Trust’s offices were originally located in historic Reading Terminal Market, where many of its programs were developed and launched, and to this day the Agency’s initiatives such as farm to institution, school education, and corner store programs work to connect consumers of all ages to local farmers and food producers. The Food Trust also helped to develop Lancaster Central Market’s Master Plan, where The Food Trust lent its expertise in areas of market operations and management, as well as coordinating and analyzing surveys that informed the planning process.

The Food Trust also has experience working with brick and mortar businesses and launched the first healthy corner store initiative in 2009 in Philadelphia. The program has since expanded to statewide efforts throughout Pennsylvania, New Jersey, Wilmington, Delaware, and San Jose, California. The Agency has supported healthy food retail programs in rural and urban areas from California to Maine, and provides a suite of in-store marketing, nutrition education, and community-clinical linkages programming, as well as incentive strategies to promote the purchase and consumption of fresh fruits and vegetables.

The Food Trust worked with York Central Market’s leadership prior to the Market’s relaunch to provide market operations, business planning and evaluation research services. The Food Trust conducted in-depth key informant interviews and focus groups, reviewed market activity and operations and identified challenges and opportunities that helped to inform York Central Market’s revitalization efforts and continued successful operation of the market.

The Food Trust has also become a trusted provider of comprehensive strategic planning and consulting support to nonprofit organizations, federal agencies, and health foundations to guide healthy food access investment strategy and support innovation in the field. Our portfolio builds on our expertise leading program and policy initiatives in the Philadelphia region and nationwide to expand access to affordable, healthy foods and the information to make healthy decisions. From facilitating half-day strategic planning sessions with board members and leadership teams to supporting the design and launch of extensive, city-wide healthy food access programs in large cities, The Food Trust tailors our consulting services to meet the needs of each funder and
provides tailored solutions for each community. Examples of our recent strategic planning projects include:

- **Healthy Eating in Kansas** – The Food Trust was engaged by the Kansas Health Foundation to support the foundation in a strategic planning effort to guide investment in healthy eating initiatives in the state. The Food Trust facilitated input from board members, key stakeholders, grantees, leadership staff, and major cross-sector partners throughout the state to identify existing program and policy initiatives statewide, consider the foundation's goals and strengths, and develop a strategic plan for KHF's investment in supporting healthy eating for all Kansans. The recommendations have directly led to several major investments in the state involving significant policy and program efforts, as well as the establishment of a new healthy food retail center at Kansas State University.

- **Dallas Healthy Corner Stores** – The Food Trust was invited by Children's Health and Children at Risk to lead the largest strategic planning effort ever undertaken to plan a comprehensive, city-wide healthy corner store initiative in the City of Dallas. Facilitating input from City officials, key stakeholders, over 50 local partners, community members and grassroots community groups, through workshops, community meetings, surveys, mapping, and more than 400 hours in the field, The Food Trust’s efforts will form the basis of a new, innovative healthy corner store program and auxiliary healthy food access program and policy supports.

- **San Jose Good. To Go. Program** – The Food Trust was hired by The Health Trust in San Jose, CA to help this health foundation establish and launch a comprehensive healthy food access program in the city of San Jose using foundation investment as well as private grant dollars. Informed by the foundation’s capacity and strategic interests along with input from key stakeholders and partners, The Food Trust helped design the Good. To Go. healthy food access program three years ago, which has been expanded each year and now serves as the cornerstone of the foundation’s food access efforts. Furthermore, The Food Trust currently leads the implementation of the Good. To Go. healthy corner store initiative.

### Scope of Services

There are two related, but separate efforts covered by this proposal. The first relates to planning for York’s Penn Market. The second for strategic planning for York’s food access policy and program efforts. Each will be presented in turn.

### York Penn Market Planning

The goal of The Food Trust’s consultancy with the City of York’s Department of Economic and Community Development team is to determine whether market conditions, the competitive retail landscape, and community and stakeholder needs warrant the continued use of Penn Market as a public farmers/local vendors market, and if so, provide detailed recommendations regarding the use of the market to this end. The Food Trust expects meeting with the City of York midpoint during the project where we will collectively review preliminary findings and make a joint decision regarding continuing the planning of Penn Market; should the group agree it is advisable to proceed, The Food Trust will summarize detailed findings and recommendations to the City of York’s Department of Economic and Community Development in a final report and presentation.
To determine Penn Market's context within the York community, The Food Trust will conduct interviews and focus groups with stakeholders (including City of York and local partners), community members, and current vendors at Penn Market (to determine experiences and needs with this specific market) as well as Central Market (to support a SWOT analysis and help inform best practices). The Food Trust will also engage consultants as needed to support the market analysis of the surrounding area's consumer purchasing trends and retail landscape, as well as serve as an external expert advisor throughout the project.

Objectives for the proposed scope of work, to be completed between March and December, 2017 are:

- **Conduct a scan of current thriving public markets**, including Central Market (York), Reading Terminal Market (Philadelphia), Eastern Market (Detroit), and 2-3 other markets in the country. This will help identify best practices and new, innovative uses of market spaces, such as community kitchens, agriculture, and health services. This will inform discussions with stakeholders and community members, as well, regarding possibilities for the Penn Market space.

- **Complete key informant interviews with leaders from Penn Market and the surrounding community**: The Food Trust will conduct phone and face-to-face interviews with individuals and partners connected to Penn Market and/or closely involved in community development work around the market. The focus of the interviews will be on determining the vision, needs, and capacity for change at Penn Market.

- **Conduct resident surveys** to profile customers frequenting Penn Market and not currently shopping at Penn Market to determine the community's high-level needs related to the market. The Food Trust will seek to obtain a sample of current shoppers at Penn Market, current shoppers at Central Market, and area residents (who may or may not shop at either market currently).

- **Research area demographics, conduct area market analysis, and mapping**: The Food Trust will work with consultants to provide a market analysis of the surrounding area to identify insights on patterns of retail, consumer purchasing power, and leakage. We will also map the retail landscape of the surrounding area to help visualize market competition and community needs.

- **Preliminary Meeting**: With the results of the market analysis and mapping, as well as case studies from other markets as well as results of surveys, The Food Trust will meet with City of York to review these findings and make recommendations regarding market use. Should the group determine that it makes sense to proceed with the planning project for Penn Market, high-level areas of use for the market will also be discussed, to rule in – or out – potential uses such as community kitchen, commercial space, community services, sale of fresh and prepared foods, food retail/cstore use, aquaponics, health services, and other uses. This will help narrow the focus of the subsequent analysis.

- **Conduct focus groups to extend customer outreach and learn more about the perceived role and desired use of Penn Market in the community**: The Food Trust will conduct a series of focus groups with current Penn Market vendors, vendors at Central Market, community members, City officials, and market stakeholders. Detailed
analysis will elucidate barriers, opportunities, and innovations/uses to consider, and will help inform vendor mix and market use.

- **Analyze an appropriate vendor mix for the market:** The Food Trust will catalog the current mix of vendors and products at the market that include fruits, vegetables, meats, dairy products, baked goods, prepared foods and more. Based on research, surveys, and focus groups conducted, we will recommend an appropriate vendor and product mix for the market to reflect the needs of the community and optimal uses of the market to support its economic viability.

- **Identify and present key findings in a summary evaluation report in order to inform business strategies and customer outreach:** The Food Trust will compile findings into a comprehensive report that identifies results of all analysis and data collection, and provides detailed recommendations regarding the vendor mix, uses, and supports needed for Penn Market.

- **Present progress updates and consult with the York Market leadership and planning team on an ongoing basis:** The Food Trust welcomes input from Penn Market on all phases of the project. We anticipate that work will proceed in an iterative process of drafting and refining work based on feedback from the Penn Market team.

**York Strategic Planning**

In addition, The Food Trust will conduct a high-level scan of existing program and policy efforts aimed at or related to expanding access to healthy food and addressing food insecurity in York, and will interview cross-sector partners (academia, public health, food bank, business leaders, WIC, etc.) to help identify gaps and opportunities. The Food Trust will ensure that stakeholder interviews are well coordinated with stakeholder interviews and meetings for the Penn Market study in order to efficiently use their time as well as funding dollars for this effort. The Food Trust will make high-level recommendations regarding strategies at the policy and program level to more effectively streamline funds and to better advance healthy and equitable food access in York.

**High-Level Scan of Existing and Planned Programs/Policy Efforts** – We will conduct a scan using documents provided by the City, existing online and written resources, information provided by partner networks, and information collected via stakeholder interviews (see above and below) to identify current (and planned to the extent known) key/major food access program and policy initiatives in York. For each, information will be collected regarding the local partner(s) involved, type of work, description, goals, and as appropriate any notes related to the effort/policy’s alignment with best practices and strategic goals.

**Stakeholder Interviews & Field Visits** – For each key partner involved in a major current or planned program/policy effort, we will gather information to the extent possible including points of contact and high-level notes where possible related to the capacity of the organization, and a description of the organization’s involvement in food access efforts in York and elsewhere. We will conduct stakeholder interviews by phone as well as meet with organizations undertaking major/seemingly well-aligned efforts in person and in the field.

**Final Report of High-Level Findings and Recommendations** – We will create a final report (not designed) that includes all information identified in the project above, along with high-level strategic recommendations for the City. These recommendations will include current program
and policy initiatives, with recommendations for the City to consider regarding examples of new and expanded promising efforts.

**Project Staff**

All aspects of the project will be under the direction, support, and assistance of Karen Shore, MPH, Director of Consulting, and Nicky Uy, MS, Senior Associate, who will serve as the lead on direct activities, including customer surveys and focus groups, and will advise on market operations and vendor mix based on her over 11 years of experience opening and operating farmers markets.

Karen Shore, MPH, Director of Consulting

Karen Shore has 20 years of experience in public health consulting. She leads a 14-person Consulting team for The Food Trust, and is responsible for the design, implementation, and strategic direction of healthy food access consulting and technical assistance projects throughout the United States. Her work in rural communities includes policy, systems, and environmental approaches to improving rural health and promoting economic development. Working with national, state, and local partners, Karen is currently supporting healthy food access projects in rural counties from California to Maine, including healthy "small store" program planning and technical assistance, healthy food financing strategy, farmers markets, community-clinical linkages, and community food systems work. Karen also leads a 9-person Corner Store team, implementing corner store programs in cities throughout the U.S. In addition, Karen directs the Agency's community food systems Team, which includes farm to preschool/early-care Prior to joining The Food Trust, Karen worked as a senior program manager on the global health team at Booz Allen Hamilton, where she led the firm's BPR and systems development work with the U.S. Food and Drug Administration's pre- and post-market product safety programs. For the past five years, Karen has served as a member of the board of directors at the third oldest food co-operative in the United States with a strong focus on partnerships with local producers and community engagement. She is on the board of directors of her local farmers market, where she leads business and community engagement activities and serves regularly as a Market Manager, and also co-founded and continues to lead Sunday Suppers, a volunteer-run outreach effort that prepares and delivers fresh, homemade, and nutritious meals to homebound seniors in need. Karen holds a Master of Public Health from Johns Hopkins, where she was aligned with the school's Center for a Livable Future, and received her B.A. from Smith College.

Nicky Uy, Senior Associate

Nicky Uy, is a Senior Associate at The Food Trust with over 11 years of experience working to strengthen food access initiatives around farmers markets and other local food retailing. Nicky has helped open over 25 farmers markets and works with community partners, government agencies, healthcare institutions and food producers on strategies and initiatives that create opportunities for communities to connect with local farmers and producers. She led the planning, launch, and operation of Headhouse Market, Philadelphia’s largest outdoor farmers’ market which just celebrated its 10th season. Under her leadership, The Food Trust's farmers market program underwent its largest period of growth, opening 10 markets in priority zipcodes with the highest levels of poverty in partnership with the City of Philadelphia’s Department of Public Health. Nicky serves on Philadelphia's Food Policy Advisory Council and is on the board of the National Farmers’ Market Coalition. She earned her Bachelor of Science in Engineering from the
University of Pennsylvania and prior to working at The Food Trust, worked as a Senior Consultant in the field of logistics and transportation on supply chain visibility projects.

**Project Budget**

The cost of the project is $50,000 based on the staff time necessary to complete all work products and activities, travel, and cost of outside consultants. The Food Trust’s hourly labor rate for consulting projects is $150/hour.

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