

REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG

10 N. Second Street, Suite 405, Harrisburg, PA 17101 717.255.3000 www.Redevolphbg.org

REGULAR MEETING – May 21, 2024 – 12:30 P.M.

AGENDA

- I. Call to Order
- II. Minutes of the Regular Meeting of March 19, 2024.
- III. Treasurers Report – November & December 2023, January & February 2024 for approval: March 2024 for review.
- IV. Communications
- V. Public Comment Regarding Matters of Concern of Authority Business or Agenda Items.
- VI. Old Business
- VII. New Business

RESOLUTION NO. 4-2024 – authorizing the Authority to approve an application for a Greenways, Trails, and Recreation Program Grant for approximately \$118,779 from the Commonwealth Financing Authority to be used for a new community park at S. 15th and Swatara Streets in Allison Hill.

RESOLUTION NO. 5-2024 – authorizing the Authority to extend the *Potential Developer* status to October 31, 2024, for Rivas Property Investments LLC’s project of constructing a new parking lot and green space adjacent to their store “Market Fresh Mini Market”. The location is 2452, 2545, 2456 & 2458 N. 6th Street.

RESOLUTION NO. 6-2024 - authorizing the Authority to extend the *Potential Developer* status to October 31, 2024, for McCoy Boy Realty LLC’s project of mixed-use commercial/residential housing located at 1600-1602, 1610 N 7th, 1611 & 1625 Wallace, 622, 634-636 Harris Streets.

RESOLUTION NO. 7-2024 – authorizing the Authority to extend the *Potential Developer* status to October 31, 2024, for Angel Fox’s project of new laundromat with apartments above and parking located at 1243-1247 market and 8-10 S. 13th Streets.

RESOLUTION NO. 8-2024 – authorizing the Authority to approve (a) a Grant Agreement with the Pennsylvania Department of Transportation to fund improvements at the Harrisburg Transportation Center, in the approximate amount of \$50,000 and (b) authorize the Executive Director to execute a contract(s) for the Audio-Visual Equipment and Fire Pump Controller improvements.

RESOLUTION NO. 9-2024 – authorizing the Authority to approve an Easement Agreement with Capital Region Water for the construction of Green Stormwater Infrastructure (LTCP, CSO & GI) designed to manage runoff, located on 22 Argyle Street.

RESOLUTION NO. 10-2024 – authorizing the Authority to terminate the Authority’s obligations and rights in the operations and management of the Harrisburg Transportation Center.

- VIII. Other Business
- VIII. Adjournment

Means To Attend

* **In Person Meeting Location:** 10 N. Second Street, 4th Floor, suite 405 Conference Room,
Harrisburg, PA 17101

* **Join via Microsoft TEAMS:** https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTZINDUxYWUtZDNhYS00M2NiLTgyZjMtNDE5NWZiNTYwYTY1%40thread.v2/0?content=%7b%22Tid%22%3a%22f639450b-581a-4e26-b7dd-8ba0e623af21%22%2c%22Oid%22%3a%22ae286958-78ba-41b3-ac74-caee65bf7c40%22%7d

RESOLUTION NO. 4-2024
Harrisburg Redevelopment Authority

Be it RESOLVED, that the Redevelopment Authority of the City of Harrisburg, of County of Dauphin, hereby request an Greenways, Trails and Recreation Program (GTRP) grant of \$118,779 from the Commonwealth Financing Authority to be used for Swatara Street Park.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Nichole L. Johnson, Board Chair, and Bryan K. Davis, Executive Director, as the officials to execute all documents and agreements between the Redevelopment Authority of the City of Harrisburg and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Alexander R. Reber, duly qualified Secretary of the Redevelopment Authority of the City of Harrisburg, in City of Harrisburg, County of Dauphin, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of the Redevelopment of the City of Harrisburg (Governing Body) at a regular meeting held 21 May 2024 and said Resolution has been recorded in the Minutes of the Redevelopment Authority of the City of Harrisburg and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Redevelopment Authority of the City of Harrisburg, this 21st day of May 2024.

Redevelopment Authority of the City of Harrisburg
Dauphin County

Date

Alexander R. Reber, Secretary

RESOLUTION NO. 5-2024
Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg has received a Proposal, dated 27 February 2023, from **Rivas Property Investments LLC** with its office located at 2446 N. 6th Street, Harrisburg, PA, 17110 for the purchase of 2452 N. 6th (PID 10-023-011, 2454 N. 6th (PID 10-023-010), 2456 N. 6th (PID 10-23-009), and 2458 N. 6th (PID 10-23-008) Street in Harrisburg (collectively the “Property”); and

WHEREAS, the Authority amended the status in **Resolution 8-2023**.

WHEREAS, the Authority wishes to extend Rivas Property Investments LLC’s status as *Potential Developer* so that they may continue with its planning and negotiations for an additional (6) months.

NOW, THEREFORE, BE IT RESOLVED, by the Redevelopment Authority of the City of Harrisburg hereby extends the Potential Developer status stated in **Resolution 8-2023** to **October 31, 2024**. All other terms and conditions of **Resolution 8-2023** not in conflict herewith shall remain in full force and effect.

Date

Secretary

RESOLUTION NO. 6-2024

Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg (“Authority”) in **Resolution 6-2022**, has recognized McCoy Boy Realty LLC as Potential Developer of 8 parcels: 1600 N. 7th (PID 07-024-003), 1602 N. 7th (PID 07-024-002), 1610 N. 7th (PID 07-024-001), 1611 Wallace (PID 07-024-011), 622 Harris (PID 07-024-021), 634 Harris (PID 07-024-015), 636 Harris (PID 07-024-014) and 1625 Wallace (PID 07-024-004) Street (the ”Property”) for a mixed use project of commercial and residential housing; and

WHEREAS, the Authority amended the status in **Resolution 19-2022**, **Resolution 10-2023** and **Resolution 25-2023** .

WHEREAS, the Authority wishes to extend McCoy Boy Realty LLC’s status as *Potential Developer* so that they may continue with its planning and negotiations for an additional (6) six months.

NOW, THEREFORE, BE IT RESOLVED, by the Redevelopment Authority of the City of Harrisburg hereby extends the Potential Developer status as stated in **Resolution 6-2022** to **October 31, 2024**. All other terms and conditions of **Resolution 6-2022** not in conflict herewith shall remain in full force and effect.

Date

Secretary

RESOLUTION NO. 7-2024

Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg (“Authority”), in **Resolution 26-2021**, has recognized **Angel Fox** as *Potential Developer* of 1243 Market (PID 09-045-006), 1245 Market (PID 09-045-005), 1247 Market (PID 09-045-004), 8 S. 13th (PID 09-045-009), and 10 S. 13th (PID 09-045-010) Street (the “Property”) for a new Laundromat with apartments above and parking; and

WHEREAS, the Authority amended the status in **Resolution 4-2022, Resolution 12-2022, Resolution 9-2023 and Resolution 24-2023**.

WHEREAS, the Authority is willing to extend Angel Fox’s status as Potential Developer so that she may continue with its planning and negotiations for an additional (6) six months.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg hereby extends the Potential Developer status as stated in **Resolution 26-2021**, Item 1, to **October 31, 2024**. All other terms and conditions of **Resolution 26-2021** not in conflict herewith shall remain in full force and effect.

Date

Secretary

RESOLUTION NO. 8-2024
Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg (“Authority”) in **Resolution 32-2021** authorized certain renovations to the facilities of the Harrisburg Transportation Center (HTC) and the related funding; and

WHEREAS, the Pennsylvania Department of Transportation (PennDOT) has provided funding the replacement of the roof system and complete renovation of the Observation Room located off the lobby (collectively the Improvements); and

WHEREAS, PennDOT wishes to provide supplemental funding for Audio Visual Equipment and Fire Pump Controller at the HTC (Additional Improvements).

NOW THEREFORE, BE IT RESOLVED, by the Redevelopment Authority of the City of Harrisburg that the Executive Director is hereby authorized to execute a Grant Agreement with the Pennsylvania Department of Transportation for funding of the above-referenced Additional Improvements to the Harrisburg Transportation Center, in the approximate amount of \$50,000; additionally, the Executive Director is hereby authorized to execute contract(s) for the performance of the Additional Improvements.

Date

Secretary

- Replacement of the Fire Pump Controller to Johnson Controls for \$27,976.00
- Audio/Visual Equipment to RDCS for \$21,873.44

RESOLUTION NO. 9-2024

Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg (“Authority”) owns 22 Argyle Street, Harrisburg (the “Property”); and

WHEREAS, the Authority wishes to partner with Capital Region Water (“CRW”) for a project that is in furtherance of CRW’s Long-Term Control Plan (“LTCP”) for controlling combined sewer overflows (“CSOs”) entering certain waterways, including the Susquehanna River and the Paxton Creek; and

WHEREAS, the LTCP includes construction of Green Infrastructure (“GI”) designed to manage runoff to control CSOs; and

WHEREAS, certain facilities used in the construction of GI will be located on the Property; and

WHEREAS, the GI construction requires an Easement over the Authority Property.

NOW, THEREFORE, BE IT RESOLVED, the Redevelopment Authority of the City of Harrisburg approves an Easement Agreement for the Construction of Green Infrastructure by Capital Region Water, in substantially the same form and substance as Exhibit “A” attached hereto.

Date

Secretary

Tax Parcel I.D. No. 02044012

Tax Parcel I.D. No. _____

Tax Parcel I.D. No. _____

Tax Parcel I.D. No. _____

CITY OF HARRISBURG

**EASEMENT AGREEMENT FOR STORMWATER FACILITIES BETWEEN REDEVELOPMENT
AUTHORITY OF THE CITY OF HARRISBURG, a/k/a HARRISBURG REDEVELOPMENT
AUTHORITY AND CAPITAL REGION WATER
(22 Argyle Street)**

RECITALS

WHEREAS, Grantor is the fee owner of certain real property, including, but not limited to, utility rights allocated thereto, any appurtenances, easements, licenses and privileges belonging or appurtenant to said real property, any right title and interest of Grantor in and to any roads, streets and ways, public and private, serving the real property, including any rights to development thereof by governmental entities having jurisdiction thereover ("HRA Property"), more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, Grantee has requested Grantor for the conveyance of an easement for a project that is in furtherance of Grantee's Long-Term Control Plan ("LTCP") for controlling combined sewer overflows ("CSOs") entering certain waterways, including the Susquehanna River and Paxton Creek;

WHEREAS, the LTCP includes construction of green infrastructure ("GI") designed to manage runoff to control costs;

WHEREAS, certain facilities used in the construction of GI will be located on HRA Property;

WHEREAS, in connection with the LTCP, Grantee desires to install the facilities over and across the HRA Property and requires an easement over the HRA Property;

WHEREAS, Grantee has entered into a Consent Decree with the United States Government, as required by the United States Environmental Protection Agency's national CSO Control Policy (incorporated into the Clean Water Act ("CWA") at Section 402(q), to implement the LTCP in order to bring CSOs into compliance with the technology-based and water-quality based requirements of the CWA; and

WHEREAS, Granter has found that the grant of such easement on the terms and conditions stated herein is not incompatible with the public interest.

NOW THEREFORE, in consideration of the public benefit to Granter, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Granter and Grantee hereby agree as follows:

1. Recitals.

The foregoing recitals are incorporated in and made a part of this Agreement to the same extent as if herein set forth in full.

2. Grant of Easement.

- a. Grantor hereby grants unto the Grantee and Grantee's successors and assigns, an easement in perpetuity, subject to the terms and conditions contained in this Agreement and further subject to the rights of any third party to which Grantor has previously conveyed any interest in the Property, solely for the operation, maintenance, repair and replacement of the facilities, ("Easement"), such Easement to extend across, over, through, under, the HRA Property ("Easement Area"). Grantor's grant of the Easement to Grantee is without any covenant or warranty of title. Notwithstanding anything to the contrary contained herein, if, at any time, Grantee ceases operation or use of the facilities across any portion of the Easement Area, the Easement associated with such Easement Area shall automatically terminate and Grantee shall promptly execute an easement release instrument and deliver the same to Granter for recordation (at Grantee's sole cost) among the land records of Dauphin County.
- b. The Easement Area shall include, but not be limited to, a means of access from public property to the HRA Property and any and all facilities located on the Easement.
- c. This grant of Easement shall include a right to enter the HRA Property for any purpose related to the performance of the Work described herein.
- d. Grantee shall, at no cost to Granter, be solely responsible for (i) procuring any necessary electricity, water or other utility service required for any Work (defined below) and (ii) Grantee's use and operation of the facilities.
- e. Grantee's use and operation of the facilities and Easement shall be in compliance with all now or hereafter existing applicable laws, rules, regulations, and permits of the United States Federal Government, the Commonwealth of Pennsylvania and the City of Harrisburg ("Laws"), as well as, any rules and regulations as may be prescribed by the Granter to assure that the grant of the Easement will not interfere with Grantor's activities on the HRA Property.
- f. If this Agreement terminates for any reason, Grantee shall restore the Easement Area to an equivalent or better condition than the condition such property existed on the Effective Date.

3. Work.

- a. Grantee agrees to perform or cause to be performed any construction work, installation, maintenance, alteration, modification, repairs, or improvements to the facilities or the Easement Area related to the construction of GI (each and collectively, "Work") in accordance with the approved PHASE 4 PENNVEST SW PRO-FI Plan (the "Plan"), a copy of which is incorporated herein by reference thereto. No Work shall commence unless and until Grantee or Grantee's Agent (hereafter

defined obtains all required licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities ("Government Approvals"). Grantor agrees to reasonably cooperate, at Grantee's sole expense, with Grantee to obtain Government Approvals.

- b. Grantee expressly agrees to complete the Work (i) solely at Grantee's cost and expense; (ii) subject to and in accordance with any Government Approvals; (iii) in accordance with all Laws; and (iv) in a workmanlike manner wholly satisfactory to Grantor.
- c. In the event any Grantor-owned facilities, roads or other improvements on any part of the HRA Property or the Easement Area must be relocated, removed, restored and/or replaced as a result of all, or any portion, of the Work, Grantee expressly agrees to promptly relocate, remove, replace or restore, or any combination of the foregoing, such Grantor-owned facilities, structures, roads or other improvements, as any of the foregoing may be required by Grantor, solely at Grantee's cost and expense, in a workmanlike manner satisfactory to and pre-approved by Grantor, and subject to any required Government Approvals.
- d. Grantee shall, and shall cause all of Grantee's employees, agents, representatives, contractor(s), subcontractors, successors or assigns, and any other person(s) or organization(s) performing or furnishing any of the Work under an oral or written, direct or indirect contract with Grantee (each and collectively, "Grantee Agent"), to faithfully and punctually comply with the following:
 - (i) Grantor will have the right, but is not obligated, to inspect daily activities of the Work in the Easement Area to confirm the compliance with the requirements of this Agreement.
 - (ii) Grantee Agent will look solely to Grantee for any and all payments;
 - (iii) Grantee Agent shall have no claim or rights against Grantor, or any of Grantor's employees, agents, representatives, successors or assigns;
 - (iv) Grantee, during the term of this Agreement, shall obtain from each applicable Grantee Agent, and Grantee shall deliver to Grantor, prior to the commencement of any Work, executed copies of performance and payment bonds from one (1) or more commercial surety companies qualified and authorized to do business in the Commonwealth of Pennsylvania, assuring Grantee and Grantor, are named as obligees therein, as their interests may appear, of (A) performance of all contractual obligations of Grantee Agent, and (B) payment for all related labor, materials and costs of each Grantee Agent;
 - (v) Grantee, during the term of this Agreement, shall procure and maintain insurance policies in amounts and on such forms as mutually agreed-to by the parties and shall name Grantor on all policies as an additional insured; and
 - (vi) Grantee, from time to time, shall provide written evidence of Grantee's and Grantee Agent's faithful and prompt compliance with Grantor's Insurance Requirements.

- e. Grantee shall cause Grantee Agent to confine construction equipment, the storage of materials and equipment and the operations of workers to the HRA Property, and shall not, in Grantor's sole but reasonable determination, unreasonably encumber any of the HRA Property with materials or equipment.
- f. Grantee and each Grantee Agent shall be jointly and severally liable to Grantor for any damage to the HRA Property or areas contiguous thereto resulting from the performance of any of the Work. During the progress of the Work, Grantee and Grantee Agent shall keep the HRA Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Grantee and Grantee Agent shall remove any and all waste materials, rubbish and debris from and about the HRA Property, as well as, all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the HRA Property in the condition the HRA Property existed on the Effective Date.
- g. Nothing in this Agreement or any document pertaining to the performance of the Work ("Work Contract") shall create any contractual relationship between Grantor and/or Grantee and Grantee Agent, nor shall any Work Contract create any obligation on the part of Grantor to pay Grantee or any Grantee Agent for any of the Work or any claim, action, loss or damage, whatsoever arising out of the Easement, the Work, or this Agreement.

4. Indemnity and Hold Harmless.

To the extent allowed by Laws, and upon written request by the HRA, CRW shall indemnify, hold harmless, defend and otherwise be solely responsible for, and shall release HRA from, all losses, damages, liabilities, suits, claims, demands, expenses, (including, without limitation, attorney's fees and litigation costs), judgments, interest and costs that arise as a result of the CRW's use of or entry into the Easement Area. In addition, CRW shall cause its contractors to indemnify, hold harmless, defend and otherwise be solely responsible for, and shall release HRA from, all losses, damages, liabilities, suits, claims, demands, expenses, (including, without limitation, attorney's fees and litigation costs), judgments, interest and costs to the extent arising out of any error, negligence, or intentionally wrongful act or omission that arise from the performance of, or in connection with, any Work performed under any Work Contract or activity that occurs on the HRA Property or Easement Area.

5. Maintenance of facilities and Easement Area.

- a. Grantee shall, at no cost to Grantor, make all necessary repairs to the facilities and the Easement Area for the proper upkeep and maintenance of the facilities. Grantee shall keep the facilities and Easement Area in good order, repair and safe condition. Grantee shall, at no cost to Grantor, also maintain the facilities and Easement Area with respect to the use and operation of the facilities in order to cause the HRA Property, or any structures, facilities and improvements located thereon, to be kept in good condition and not damage or adversely affect the HRA Property, and any structures, facilities and improvements located thereon, or cause unreasonable interference with any use of, or access to, the HRA Property, and any structures, facilities and improvements located thereon. If Grantee is in violation of this Section, Grantor shall have the right, but not the obligation, to perform Grantee's

duties to the extent required to protect the HRA Property, and any structures, facilities and improvements located thereon. Grantor's undertaking all or any part of such performance shall in no way reduce or extinguish Grantee's or Grantee Agent's obligations hereunder or be deemed to be a financial responsibility or undertaking of Grantor.

- b. If Grantor makes any expenditures or incurs any obligation for the payment of money in connection with this Agreement, including this Section 5, any and all such sums paid, obligations incurred, and any costs associated therewith, together with interest thereon at the rate of fifteen percent (15%) per annum, shall be deemed to be additional consideration due hereunder and shall be paid by Grantee to Grantor within thirty (30) days of Grantor rendering a bill or statement therefor to Grantee. In addition to, not in lieu of, Grantee's obligations under Sections 4 and 5 of this Agreement, Grantee shall reimburse, compensate and pay Grantor all costs, damages, and losses of any kind to the HRA Property, and any structures, facilities and improvements located thereon, arising or resulting directly from any use, Work, enjoyment or occupation under this Agreement.

6. Access to HRA Property and Easement Area.

During the course of any Work permitted hereunder and during any periodic inspection and routine maintenance of the facilities or the Easement Area, Grantee and Grantee Agent shall, at the sole risk and expense of Grantee and Grantee Agent, be permitted to access the HRA Property for the limited purposes expressly permitted under this Agreement.

7. Interference with Use.

Grantor shall use and operate the HRA Property so that there is no unreasonable interference with Grantee's and Grantee Agent's use and operation of the facilities and the Easement Area. Grantee and Grantee Agent shall perform the Work and shall use and operate the facilities and the Easement Area so that there is no unreasonable interference with Grantor's use and operation of the HRA Property.

8. Miscellaneous.

- a. *Notices.* All notices, requests or demands to a Party hereunder shall be in writing and shall be effective (i) when received by overnight courier service with written tracking of delivery or (ii) by hand-delivery with written receipt therefor, as follows:

If to Grantor, to:

Harrisburg Redevelopment Authority
10 N 2nd Street, Suite 405,
P.O. Box 2157
Harrisburg, PA 17105 - 2157

If to Grantee, to:

Capital Region Water
3003 North Front Street
Harrisburg, PA 17110

- b. *Counterparts.* This Agreement may be executed in multiple counterparts each of which shall constitute an original and all of which together shall constitute one and the same instrument.
- c. *Choice of Law; jurisdiction.* This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without reference to choice of laws principles thereof. The Parties accept the jurisdiction of the Court of Common Pleas of Dauphin County as the court of competent jurisdiction and the proper venue to resolve matters under this Agreement.
- d. *Binding; Limitation on Grantee; Assignment or Transfer.* The Parties agree that the terms and conditions of this Agreement shall (i) be binding upon, and shall inure to the benefit of, their respective heirs, legal representatives, successors and assigns, and (ii) run with the land and be binding upon and inure to the benefit of all parties owning or having any interest in the HRA Property. Notwithstanding the foregoing, in no event shall Grantee assign, transfer, sell or otherwise attempt to convey or encumber this Agreement or all or any part of the Easement, without the prior written consent of Granter, such written consent not to be unreasonably withheld or delayed.
- e. *Writing Required.* No change or modification of this Agreement shall be valid unless the same is in writing, signed by the Parties hereto and recorded in the land records. No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the Party against whom it is sought to be enforced.
- f. *Further Assurances.* The Parties shall at any time and from time to time after the execution of this Agreement, upon request of any Party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as may reasonably be required in the mutual determination of the respective legal counsels for the Parties for the better performance of all obligations under this Agreement.
- g. *Severability.* In the event that one or more of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable, each such provision shall be deemed severable and the remaining provisions of this Agreement shall continue in full force and effect.
- h. *Limitation of Liability.* Except as otherwise expressly set forth to the contrary in this Agreement, no officer, director, employee, agent, affiliate or beneficiary, as the case may be, of either Party shall be personally liable for any Claims arising hereunder.
- i. *Authority.* By executing this Agreement, each of the Parties represents that: (i) it is authorized to enter into and deliver this Agreement; (ii) it is authorized to perform its obligations hereunder; (iii) this Agreement is effective and enforceable against such Party in accordance with the terms herein; (iv) the person signing this Agreement on behalf of such Party is duly authorized to execute this Agreement; and (v) no other signatures or approvals are necessary in order to make all of the representations of such Party or person, as applicable, contained in this subparagraph true and correct in all respects.
- j. *Entire Agreement.* This Agreement and all of the Exhibits attached hereto, constitute the entire agreement between the Parties, and, except as provided in this Agreement, there are no other agreements or representations between the Parties. This

Agreement supersedes all prior negotiations and agreements between Grantor and Grantee with respect to the subject matter hereof.

- k. *Specific Performance.* If either Party shall fail to comply with the terms and conditions contained herein, the non-defaulting Party may seek specific performance of such terms and conditions and any direct damages resulting from breach thereof, in addition to any other rights or remedies available, at law or in equity, to the non-defaulting Party, but in no event may either Grantor or Grantee seek punitive or consequential damages that may arise as a result of a failure to comply with the terms and conditions of this Agreement.
- l. *Minor Adjustments to Boundary.* The Parties agree that in the event there are any changes or adjustments to the boundary of the HRA Property, such changes or adjustments to the boundary of the HRA Property shall not negate the grant of Easement in perpetuity as described on Exhibits A and B and in Section 2a of this Agreement.
- m. *Recordation.* As soon as practicable following the execution of this Agreement, the Parties shall cause this Agreement to be duly recorded in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania. The agreements contained herein shall be effective from the date of execution of this Agreement without regard for the date of recordation. The obligation to record this Agreement shall in no way impede, delay, or otherwise alter the rights and obligations of either Party as set forth in this agreement.
- n. *Attorney's Fees.* Grantee shall reimburse Grantor for its reasonable attorney's fees related to the preparation of this Agreement in an amount not to exceed Five Hundred Twenty-Five Dollars (\$525.00).

IN WITNESS WHEREOF, Grantor and Grantee, have caused this Easement Agreement for Stormwater Facilities to be executed the day and year written first above.

GRANTOR:

**REDEVELOPMENT AUTHORITY OF THE CITY
OF HARRISBURG a/k/a HARRISBURG
REDEVELOPMENT AUTHORITY**

By: _____

By: _____

_____, Chair

COMMONWEALTH OF PENNSYLVANIA :

:

COUNTY OF DAUPHIN :

On this _____ day of _____, 2023, before me, a Notary Public, the undersigned officer, personally appeared _____, Chair of the Redevelopment Authority of the City of Harrisburg a/k/a Harrisburg Redevelopment Authority, known to me (or satisfactorily proven) to be the Authorized Representative, described in the foregoing Easement Agreement For Stormwater Facilities dated of _____, who acknowledged that (he/she) _____ executed the same in the capacity therein stated, and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

ATTEST

GRANTEE:

CAPITAL REGION WATER

BY: _____

Secretary

BY: _____

_____, Chairperson

COMMONWEALTH OF PENNSYLVANIA :

:

COUNTY OF DAUPHIN :

On this ____ day of _____, 2023, before me, a Notary Public, the undersigned officer, personally appeared _____, Chair of the Redevelopment Authority of the City of Harrisburg a/k/a Harrisburg Redevelopment Authority, known to me (or satisfactorily proven) to be the Authorized Representative, described in the foregoing Easement Agreement For Stormwater Facilities dated of _____, who acknowledged that (he/she) _____ executed the same in the capacity therein stated, and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

RESOLUTION NO. 10-2024
Harrisburg Redevelopment Authority

WHEREAS the Redevelopment Authority of the City of Harrisburg (“Authority”) holds various agreements for the Harrisburg Transportation Center with the NATIONAL RAILROAD PASSENGER CORPORATION (“Amtrak”), a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia, having its principal office at 1 Massachusetts Ave., N.W., Washington, D.C. 20001; and

WHEREAS, Amtrak and the Authority are parties to that certain Agreement of Lease dated July 15, 1983, whereby Amtrak leased to the Authority certain property located in Harrisburg, PA, commonly known as the Harrisburg Station and certain adjacent properties collectively referred to in that lease as the “Terminal Property” (“Original Master Lease”), as amended; and

WHEREAS, Amtrak and the Authority are parties to that certain Lease Agreement dated July 15, 1983, whereby HRA leased back to Amtrak for Amtrak’s exclusive use a certain portion of the “Terminal Property” (“Original Leaseback Lease”), as amended; and

WHEREAS, Amtrak and the Authority entered into a License Agreement dated October 1, 1997, for Amtrak’s placement of automatic ticket machines on the Station Concourse; and

WHEREAS, Amtrak and the Authority entered into a Lease Agreement dated October 16, 2009, for Amtrak’s lease of the Kiosk, as amended; and

WHEREAS, the Authority has entered into Lease Agreements with tenants of the Original Master Lease’s Terminal Property; and

WHEREAS, the Authority has entered into various agreements and contracts including but not limited to security services, maintenance, real estate agent services, and others related to the operations and maintenance of the Harrisburg Transportation Center pursuant to the terms of the Original Master Lease and Original Leaseback Lease; and

WHEREAS, the Authority wishes to terminate its operational management of the Harrisburg Transportation Center.

NOW THEREFORE BE IT RESOLVED, the Redevelopment Authority of the City of Harrisburg hereby authorizes all actions necessary to remove the Authority from its obligations and rights for the Harrisburg Transportation Center; it further authorizes the Authority Officers and Executive Director to perform any and all necessary actions, notifications, contract terminations, to effectuate said removal.

Date

Secretary