

RESOLUTION NO. R-38-2023

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF UNITY TOWNSHIP,
WESTMORELAND COUNTY, PENNSYLVANIA, APPROVING AN
AGREEMENT WITH THE WESTMORELAND COUNTY TRANSIT
AUTHORITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND
ENDING JUNE 30, 2024**

WHEREAS, the Westmoreland County Transit Authority (the "Authority" or "WCTA") is engaged and in and oversees mass transportation services for persons within Unity Township; and

WHEREAS, the WCTA receives funding from the Commonwealth of Pennsylvania Department of Transportation and United States Department of Transportation for its services; and

WHEREAS, the Commonwealth of Pennsylvania Department of Transportation requires that, as a condition of receiving Commonwealth funds, the Authority secure local matching funds from municipalities in which it provides services; and

WHEREAS, the Authority has estimated that the Township's estimated funds needed to match Federal and State Grants and provide service for the fiscal year beginning July 1, 2023, through June 30, 2024, is \$4,263.00, and has extended a proposed Agreement to be entered between the Authority and the Township to secure such funding, a copy of such Agreement being attached hereto, made a part hereof and marked Exhibit "A".

NOW, THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED HEREIN BY REFERENCE THERETO, THE BOARD OF SUPERVISORS OF UNITY TOWNSHIP, WESTMORELAND COUNTY, PENNSYLVANIA HEREBY RESOLVE AS FOLLOWS:

1. That the Agreement between the Westmoreland County Transit Authority and the Township of Unity attached hereto, made a part hereof and marked as Exhibit "A", be and is hereby approved.

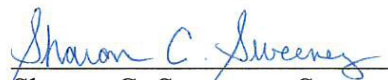
2. That the Chairman of the Board of Supervisors and Secretary of the Board of Supervisors of Unity Township be and are hereby authorized to execute the attached Agreement on the Township's behalf.

3. That the Treasurer of Unity Township be and is hereby authorized to pay all sums required under such Agreement within the time-frame prescribed for same.

THIS RESOLUTION IS APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS OF UNITY TOWNSHIP, WESTMORELAND COUNTY, PENNSYLVANIA AT A PUBLIC MEETING HELD DECEMBER 14, 2023, AND SHALL TAKE EFFECT IMMEDIATELY.

ATTEST:

THE BOARD OF SUPERVISORS OF
THE TOWNSHIP OF UNITY



Sharon C. Sweeney, Secretary

BY:



Michael J. O'Barto, Chairman

A G R E E M E N T

FISCAL YEAR: JULY 1, 2023 to JUNE 30, 2024

THIS AGREEMENT, made this _____ day of _____, _____, by and between the Westmoreland County Transit Authority, having its principal place of business at 41 Bell Way, City of Greensburg, Westmoreland County, Pennsylvania, hereinafter called the "Authority".

AND

UNITY TOWNSHIP of the County of Westmoreland, Commonwealth of Pennsylvania, hereinafter called the "Municipality"

WITNESSETH:

WHEREAS, the Authority is engaged in the mass transportation of persons; and

WHEREAS, such services will be operating at a loss and the Authority has projected that such losses will continue in the future; and

WHEREAS, the Authority is eligible to receive financial assistance from the United States Department of Transportation, Federal Transit Administration under 49 U.S.C. Chapter 53 to finance up to fifty percent of the Authority's annual operating deficit and up to eighty percent of the Authority's eligible capital expenditures; and

WHEREAS, the Authority is eligible to receive financial assistance from the Commonwealth of Pennsylvania, Department of Transportation under the Public Transportation Law 74 Pa. C.S. to finance the Authority's annual operating expenses and capital expenses; and

WHEREAS, The United States Department of Transportation, Federal Transit Administration requires that, as a condition of receiving federal funds under 49 U.S.C. Chapter 53, the Authority secure state and local matching funds equal to at least fifty percent of the Authority's annual operating deficit and twenty percent of eligible capital expenditures; and

WHEREAS, the Commonwealth of Pennsylvania, Department of Transportation requires that, as a condition of receiving Commonwealth funds under 74 Pa. C.S., the Authority secure local matching funds equal to at least 15% of the Commonwealth operating funds received or, if total local funds received in the fiscal year ended June 30, 2023 was less than 15% of the Commonwealth operating funds, then the total local matching funds are required to increase by 5% annually until the 15% local match requirement is met; and

WHEREAS, under said 49 U.S.C. Chapter 53 and Pennsylvania Public Transportation Law 74 Pa. C.S., the Municipality is authorized to make grants from current revenues to assist in defraying the costs of the operation of the Authority not covered by the Federal Transit Administration and Commonwealth of Pennsylvania grants; and

WHEREAS, the Municipality believes it is in the public interest to avoid the discontinuance of the public mass transportation service within the territory of the Municipality; and

WHEREAS, the Municipality and the Authority have heretofore entered into an Agreement of the type contemplated under 49 U.S.C. Chapter 53 and the Pennsylvania Public Transportation Law 74 Pa. C.S., said Agreement to match funds received from the United States Department of Transportation, Federal Transit Administration and the Commonwealth of Pennsylvania, Department of Transportation during the fiscal year ending June 30, 2024 and

WHEREAS, the Westmoreland County Transit Authority has or will enter into funding Agreements of the type contemplated under 49 U.S.C. Chapter 53 and the Pennsylvania Public Transportation Law 74 Pa. C.S. with both the Federal Transit Administration and the Pennsylvania Department of Transportation, said Agreements being for operating and capital funding for the fiscal year ending June 30, 2024.

NOW THEREFORE, it is mutually agreed as follows:

1. The Authority will provide public mass transportation service within the Municipality from July 1, 2023 to June 30, 2024.
2. This Agreement is contingent upon the Authority entering into Agreements with Westmoreland County and with a sufficient number of municipalities which, in the sole discretion of the Authority, make it feasible to continue the operation of transit service. If, in the sole discretion of the Authority, there is not a sufficient number of County or local commitments to make the service feasible, the Authority may terminate this Agreement upon ten days' written notice to the Municipality.
3. It is agreed that the Municipality's portion of the estimated funds needed to match federal and state grants and provide service for the term above mentioned is **\$4,263.00**. The Municipality hereby agrees to pay the above-mentioned amount on or before the **15th day of March 2024**.
4. The Authority agrees to provide the Municipality, if requested, a copy of the certified audit reports required to be submitted to the Federal Transit Administration and the Pennsylvania Department of Transportation at the conclusion of the project year after final audit and acceptance by the Federal Transit Administration, the Pennsylvania Department of Transportation, and the Authority.
5. The Authority specifically reserves the right to change, alter, or decrease service and fares in the Municipality during this project.
6. Both the Authority and the Municipality agree that they will not discriminate against any employee or applicant for employment or person using or attempting to use the transportation facilities to be provided by this Agreement because of race, creed, color, sex, or national origin.
7. The parties agree that this Agreement may not be altered, changed or amended hereafter without the consent in writing of both parties hereto.

IN WITNESS WHEREOF, declaring the intent of the parties to be bound hereby, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

Shaun C. Sweeney

TITLE: Secretary
(SEAL)

MUNICIPALITY:

UNITY TOWNSHIP

BY: M. J. O'Brien

TITLE: Chairman

ATTEST:

TITLE: _____
(SEAL)

WESTMORELAND COUNTY
TRANSIT AUTHORITY

BY: _____

TITLE: _____