

SCHUYLKILL RIVER PASSENGER RAIL AUTHORITY  
BOARD MEETING PACKET  
OCTOBER 24, 2022

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## Schuylkill River Passenger Rail Authority

### Meeting Agenda

October 24, 2022, 3pm\*

1. Call to Order
2. Adoption of September 19 Minutes
3. Board Member Comments
4. Public Comment on Agenda Items
5. Subcommittee Reports
  - a. Finance – Comm. Lawrence, Chair
    - i. Banking Update
    - ii. Signature Authority - *Action*
  - b. Marketing – Brian O’Leary, Chair
    - i. Committee Update
  - c. Planning – Scott France, Chair
    - i. Consultant Update - *Action*
    - i. Outside Agency Coordination
  - d. Personnel – Comm. Moskowitz, Chair
    - i. Committee Update
  - e. Community Engagement – Jim Gerlach, Chair
    - i. Committee Update
6. Interim Executive Director’s Report
7. Formation of Executive Committee – An Executive Committee has been proposed to work with the Executive Director between SRPRA meetings to address the overall strategic next steps to present to the SRPRA Board each month. These would be items outside the roles of the various committees.
8. Other Business
9. General Public Comment
10. Adjourn

The next regularly scheduled meeting of the Schuylkill River Passenger Rail Authority will be conducted virtually at 3:00 PM on Monday, November 28, 2022. The same public registration link will be available for that meeting.

\*Meeting will be held virtually and open to the public via the following registration link:

[https://zoom.us/webinar/register/WN\\_CnKBM4M8RTuVhXSwtTjoMw](https://zoom.us/webinar/register/WN_CnKBM4M8RTuVhXSwtTjoMw)

SCHUYLKILL RIVER PASSENGER RAIL AUTHORITY

BOARD MEETING PACKET

OCTOBER 24, 2022

DRAFT MINUTES FROM SEPTEMBER 19, 2022 MEETING

# DRAFT Schuylkill River Passenger Rail Authority Meeting Minutes

September 19, 2022

3:00 p.m.

The following members were in attendance:

## **Authority Members**

Christian Leinbach, Berks County Board of Commissioners, Chair

Marian Moskowitz, Chester County Commissioner, Vice Chair

Kenneth Lawrence, Jr., Montgomery County Commissioner, Treasurer

Scott France, Executive Director, Montgomery County Planning Commission, Secretary

Jim Gerlach, President, GRCA, Assistant Secretary

Peter Urscheler, Phoenixville Borough Mayor, Assistant Treasurer

David Zellers, Montgomery County Director of Commerce

Brian O’Leary, Executive Director, Chester County Planning Commission

## **1. Call to Order**

Commissioner Christian Leinbach, Chair of the SRPRA, called the meeting to order at 3:00 p.m.

## **2. Adoption of August 22, 2022 Minutes**

Christian Leinbach asked if there were any corrections to the minutes. Scott France said there was one correction. On the agenda it was noted that the minutes were from the August 22, 2022 meeting, not the July 25, 2022 meeting.

*Commissioner Ken Lawrence motioned and Christian Leinbach seconded to approve the corrected draft minutes of the August 22, 2022 SRPRA meeting.*

## **3. Board Member Comments**

*There were no Board member comments.*

## **4. Public Comment on Agenda Items**

*There were no public comments submitted.*

## **5. Subcommittee Reports**

### **a. *Finance – Comm. Lawrence, Chair***

#### **i. Banking Update**

Commissioner Ken Lawrence reported that The Finance Committee is collecting the completed documents required for the bank to set the account set up; this should be completed by the Authority’s next meeting.

#### **ii. *3 Year Budget-Action***

Scott France said that as required under the terms of the Authority’s insurance policy, a 3 year draft budget was developed, and is presented to the Board for adoption. He added that it includes the expected cost of the interim director’s consultant fee and operating expenses. It does not address capital investment dollars and items that might arise later.

*Commissioner Ken Lawrence motioned, and Marian Moskowitz seconded, all voted unanimously, and the motion was carried to adopt the Finance Committee’s SRPRA proposed 3 year budget.*

**b. Marketing – Brian O’Leary, Chair****i. Website**

Brian O’Leary reported that the Marketing Committee and Community Engagement Committee held a joint meeting and discussed the SRPRA website and its content, shared site framework, tech side and informal part focused on the general public, content development, benefits aspect of the project, and proposed structure of the website. He said that Chester County would handle its wireframe development. Brian asked the Board to send him any comments.

**c. Planning – Scott France, Chair****i. Insurance Update**

Scott France reminded the Board that the SRPRA’s insurance coverage commenced on September 1, 2022, and the first invoice has been received.

**ii. Consultant Update**

Scott France said the SRPRA’s consultant contract with Transportation For America has been prepared, is under negotiation, and will be finalized within the next month. The Authority’s solicitor has provided input and it has been returned to the consultant, so it should move forward shortly.

**iii. Outside Agency Coordination****1. Norfolk Southern**

The Authority received a letter from Norfolk Southern a few months ago; the Authority will respond when the staff consultant comes on board.

**2. SEPTA**

Scott France said that a draft letter has been prepared for SEPTA.

**3. AMTRAK**

The SRPRA will be supplying the Authority’s meeting minutes to an AMTRAK committee of approximately six representatives, along with an open invitation to discuss issues that might arise.

**4. PennDOT**

Scott France said that Commissioners Lawrence, Leinbach and Moskowitz received a letter from Pennsylvania’s Secretary of Transportation, PennDOT, expressing their support for the SRPRA’s plans for the passenger rail corridor. He added that there was a new Acting Deputy Secretary for the Multimodal Transportation has been appointed and should be added to the SRPRA’s contacts.

**d. Personnel – Comm. Moskowitz, Chair****i. Interim Executive Director – Action**

Marian Moskowitz, Vice Chair, reported that the Personnel Committee is working on the contract for hiring an Interim Executive Director on a temporary basis. Jim Gerlach explained that four interviews had been conducted with good candidates and the results were circulated to the Authority’s Board members. After discussion, Mr. Thomas Frawley, a candidate with experience in working with Amtrak, was selected as the candidate of choice.

*Jim Gerlach motioned, and Commissioner Ken Lawrence seconded, all voted unanimously, and the motion was carried to approve the SRPRA entering into a consulting agreement for an Interim Executive Director, based on the terms of the agreement.*

e. ***Community Engagement – Jim Gerlach, Chair***

i. Committee Update

Jim Gerlach reported that the Community Engagement Committee had a productive joint meeting with the Marketing Committee on September 7th to discuss jurisdictional issues. The Marketing Committee will be handling communications, website, and social media messaging. The Community Engagement Committee will concentrate on building multi-county relationships and identifying key stakeholders. He said that once Mr. Frawley begins his work as Interim Executive Director, the Community Engagement Committee will sit down with him to identify key stakeholders. Brian O’Leary added that a press release had been compiled, announcing Mr. Frawley’s appointment as Interim Director for the SRPRA.

6. **Other Business**

Christian Leinbach, Chair, recognized Dan Becker, who said that the Reading Eagle requested that the Authority share its 3 year budget with them. Christian asked that the document be released to the Reading Eagle for the public’s interest.

7. **General Public Comment**

*There was no public comment.*

8. **Adjourn**

Chairman Christian Leinbach adjourned the meeting at 3:35 p.m.

**Next Board Meeting**

October 24, 2022 at 3:00 p.m. via Zoom

Respectfully submitted,



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Ann Marie Meehan

SCHUYLKILL RIVER PASSENGER RAIL AUTHORITY

BOARD MEETING PACKET

OCTOBER 24, 2022

BILLS RECEIVED TO-DATE



**Risk Management & Human Capital Solutions**  
 2600 Kelly Road, Suite 120  
 Warrington, PA 18976  
 Phone: 2674828390

<b>Invoice # 5935</b>	Page 1 of 1
Account Number	Date
SCHURIV-01	9/13/2022
Balance Due On	
9/13/2022	
Account Manager	Amount Due
Terri Quinn	\$1,975.00

**Schuylkill River Passenger Rail Authority**  
 c/o Berks County Commissioners  
 633 Court Street  
 Reading, PA 19601

Directors & Officers Liability	Policy Number: LT12102959	Effective: 9/1/2022 to 9/1/2023
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
77033	9/1/2022	9/13/2022	NEWB	9/1/2022 - 9/1/2023 Directors & Officers Liability	\$1,975.00
<b>Total Invoice Balance:</b>					<b>\$1,975.00</b>

For easy payments, please use KMRD ACH. KMRD ACH Information: Univest Bank Routing #: 031913438 Account #: 1900010214

Please make checks payable to KMRD Partners and mail to PO Box 755 Warrington, PA 18976

For credit card payments, please contact your Account Manager. There is a fee associated with credit card payments.



**FROM: THOMAS E FRAWLEY CONSULTING, LLC**  
**551 Daventry Road**  
**Berwyn, PA 19312-1740**  
**Attention: Thomas E. Frawley**

Thomas E. Frawley Contact Information: Tom@FrawleyConsulting.com 610-724-5028 (Mobile)
--

**TO: SCHUYLKILL RIVER PASSENGER RAIL AUTHORITY**  
**Berks County Courthouse and Government Services Center**  
**633 Court Street**  
**Reading, PA 19601**  
**Attention: TBD**

Contract Date: 20SEP2022	Sequential Payment Request Number: 01
Start Date: 26SEP2022	Invoice Number: 2022-09
	Invoice Date: 03OCT2022

Invoice for services performed as Interim Executive Director of the Schuylkill River Passenger Rail Authority for the period: Thursday, September 1, 2022 through Friday, September 30, 2022.

**LABOR, INCLUDING OVERHEAD AND FEE**

ELEMENT DESCRIPTION	TASK HOURS	CONTRACT RATE	TOTAL LABOR CHARGES
September 2022	22.80	\$100.00	\$2,280.00
			\$2,280.00

**EXPENSES, AT COST**

DESCRIPTON OF EXPENSES	NOTES	EXPENSES INVOICED
Personal auto and parking		\$51.95

**TOTAL CHARGES THIS INVOICE - LABOR AND EXPENSES**

\$2,331.95

**INVOICE LABOR, EXPENSES, AND HOURS SUMMARY AND STATUS**

	LABOR	EXPENSES	TOTAL
CHARGED PRIOR TO 01SEP2022	\$0.00	\$0.00	\$0.00
CHARGED DURING 01SEP2022 - 30SEP2022	\$2,280.00	\$51.95	\$2,331.95
OVERALL CHARGED TO DATE	\$2,280.00	\$51.95	\$2,331.95
PREVIOUS INVOICES OUTSTANDING	\$0.00	\$0.00	\$0.00
TOTAL INVOICES OUTSTANDING INCLUDING THIS INVOICE	\$2,280.00	\$51.95	\$2,331.95

	HOURS
HOURS EXPENDED PRIOR TO 01SEP2022	0.00
TOTAL HOURS CHARGED DURING 01SEP2022 - 30SEP2022	22.80
TOTAL HOURS CHARGED 01SEP2022 THROUGH 30SEP2022	22.80

I have personally examined this billing statement. All entries are correct and reasonable for the services performed and allowable costs incurred, and no item on this statement has been previously billed.



Thomas E. Frawley, P.E., Esq. - Principal

03-OCT-2022  
 DATE

Thomas E. Frawley, P.E., Esq., MBA - Interim Executive Director

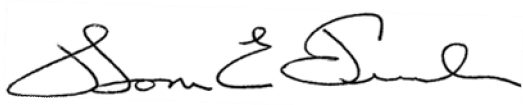
Hours - Monday 26SEP2022 through Friday 30SEP2022

Invoice Number: 2022-09

Invoice Date: 03OCT2022

DAY	DATE	HOURS	DESCRIPTION OF WORK PERFORMED
Thursday	1	0.00	
Friday	2	0.00	
Saturday	3	0.00	
Sunday	4	0.00	
Monday	5	0.00	
Tuesday	6	0.00	
Wednesday	7	0.00	
Thursday	8	0.00	
Friday	9	0.00	
Saturday	10	0.00	
Sunday	11	0.00	
Monday	12	0.00	
Tuesday	13	0.00	
Wednesday	14	0.00	
Thursday	15	0.00	
Friday	16	0.00	
Saturday	17	0.00	
Sunday	18	0.00	
Monday	19	0.00	
Tuesday	20	0.00	
Wednesday	21	0.00	
Thursday	22	0.00	
Friday	23	0.00	
Saturday	24	0.00	
Sunday	25	0.00	
Monday	26	2.30	Planning Commissioners call; develop action item list
Tuesday	27	2.50	Review background materials
Wednesday	28	5.50	Call with John Wiedenhammer; transfer of agency URLs
Thursday	29	6.50	Site visit to Reading station sites; action item list; contacts list
Friday	30	6.00	Call with John Robert Smith; Pottstown Zoom call; review background materials

Task Totals:	22.80	22.80
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Certified:  \_\_\_\_\_  
 Thomas E. Frawley, P.E., Esq. - Prinicpal

Date: 03-OCT-2022





2640 Westview Drive  
Wyomissing, PA 19610  
(610) 670-2552  
TAX ID# 23-3022715

Schuylkill River Passenger Rail Authority  
Attn: David Hunter  
633 Court Street  
Reading, PA 19601

October 16, 2022  
**Statement No. 189901**

**CLIENT: 212609 - Schuylkill River Passenger Rail Authority**

**Matters on this Statement**

<b>MATTER</b>	<b>FEES</b>	<b>COSTS</b>	<b>TOTAL</b>
001 - General	5,165.00	0.00	5,165.00
002 - Articles of Incorporation	962.50	125.00	1,087.50
003 - By-Laws	52.50	0.00	52.50
004 - Board Meeting	5,395.00	245.23	5,640.23
005 - Executive Director Search	850.00	0.00	850.00
<b>Total of all 5 matters on this bill</b>	<b>\$12,425.00</b>	<b>\$370.23</b>	<b>\$12,795.23</b>

PLEASE REFERENCE FILE AND STATEMENT NUMBER ON REMITTANCE  
PAYABLE UPON RECEIPT



2640 Westview Drive  
 Wyomissing, PA 19610  
 (610) 670-2552  
 TAX ID # 23-3022715

October 16, 2022  
 Page 2

**Client:** Schuylkill River Passenger Rail Authority

**Statement No.** 189901

**Matter:** 001 General

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Atty</b>	<b>Description</b>
06/28/22	NLH	Telephone conference with Mr. Hunter; memo to Mr. Becker
07/01/22	DPB	Telephone call Telephone call Ron Seaman re meeting advertisement;
07/05/22	NLH	Telephone call from David Hunter; telephone call to Marueen Schmid at 21st Century Media
07/06/22	NLH	Conferences with Mr. Becker; prepare for Board meeting; attend Board Meeting
07/06/22	DPB	Prepare/attend meeting Prepare/attend SRPRA Board Meeting; Telephone call Commissioner Leinbach; telephone called David Hunter; telephone call Brian O'Leary; telephone call Scott France; review/revise agenda;
07/09/22	DPB	Email David Hunter re meeting minutes;
07/15/22	NLH	Telephone calls to PA Corporation Bureau; correspondence to PA Corporation Bureau; file Certification of Officers
07/16/22	DPB	Email s Brian O'Leary re consultants and budget; Review MAA re budget;
07/21/22	DPB	review/revise Notice; emails Scott France; emails Planners; review/revise public comment policy;
07/22/22	DPB	Email Scott France; Emails County Planners; review/revise public comment policy; review/revise meeting notice;
07/24/22	DPB	Email Scott France re public comment policy;
08/08/22	NLH	Telephone conference with Chris Mowery from Chester County Solicitor's office; correspondence to Mr. Mowery
08/10/22	NLH	Conference with Mr. Becker
08/22/22	LCB	Prepare meeting file
08/23/22	DPB	Telephone call Brian O'Leary; emails Brian O'Leary; review/revise John Robert Smith proposal;
09/07/22	DPB	Review/revise Smart Growth America Service Agreement; telephone Brian O'Leary;
09/08/22	DPB	Email Brian O'Leary; review/revise Consultant Agreement;
09/12/22	DPB	Review/revise Service Agreement with Smart Growth America;

**Total Professional Services** **\$5,165.00**

**Matter Totals**

**Total This Matter** **\$5,165.00**

PLEASE REFERENCE FILE AND STATEMENT NUMBER ON REMITTANCE  
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 Wyomissing, PA 19610  
 (610) 670-2552  
 TAX ID # 23-3022715

October 16, 2022  
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**Client:** Schuylkill River Passenger Rail Authority **Statement No.** 189901

**Matter:** 002 Articles of Incorporation

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Atty</b>	<b>Description</b>
06/16/22	NLH	Prepare attachments to Articles of Incorporation; correspondence to PA Corporation Bureau; file Articles of Incorporation; fax file Articles of Incorporation; telephone conference with Deb Leach at Chester County; telephone conference with Media News re first meeting advertisements for Berks, Chester and Montgomery Counties; correspondence to Media News re Berks County advertisement; correspondence to Media News re Chester County advertisement; correspondence to Media News re Montgomery County advertisement; prepare advertisement notice
07/14/22	NLH	Obtain EIN
07/14/22	NLH	Obtain EIN from IRS; correspondence to Messrs. Hunter, O'Leary and France; correspondence to Beth Cunliffe from Chester County
08/08/22	NLH	Correspondence from PA Corporation Bureau re Certification; telephone conference with PA Corporation Bureau; correspondence to PA Corporation Bureau; prepare attachments
08/24/22	NLH	Correspondence from PA Corporation Bureau; correspondence to Messrs. France, O'Leary and Hunter

**Total Professional Services** **\$962.50**

**DISBURSEMENTS**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
06/16/22	Department of State Fee File Articles of Incorporation	125.00
<b>Total Disbursements</b>		<b>\$125.00</b>

**Matter Totals**

**Total This Matter** **\$1,087.50**

PLEASE REFERENCE FILE AND STATEMENT NUMBER ON REMITTANCE  
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2640 Westview Drive  
Wyomissing, PA 19610  
(610) 670-2552  
TAX ID # 23-3022715

October 16, 2022  
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**Client:** Schuylkill River Passenger Rail Authority

**Statement No.** 189901

**Matter:** 003 By-Laws

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Atty</b>	<b>Description</b>
08/10/22	NLH	Correspondence from and to Mr. O'Leary re Bylaws

**Total Professional Services** **\$52.50**

**Matter Totals**

**Total This Matter** **\$52.50**

PLEASE REFERENCE FILE AND STATEMENT NUMBER ON REMITTANCE  
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Wyomissing, PA 19610  
(610) 670-2552  
TAX ID # 23-3022715

October 16, 2022  
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**Client:** Schuylkill River Passenger Rail Authority

**Statement No.** 189901

**Matter:** 004 Board Meeting

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Atty</b>	<b>Description</b>
06/21/22	NLH	Conference with Mr. Becker
06/24/22	NLH	Conference with Mr. Becker; telephone conference with Mr. O'Leary
07/19/22	NLH	Conference with Mr. Becker; review Agenda; telephone conference with Mr. France
07/21/22	NLH	Conferences with Mr. Becker; correspondences from Mr. France; prepare/review notice of public meetings; correspondences to planning members; correspondence to Newspapers
07/22/22	NLH	Conference with Mr. Becker; revise meeting notice; revise correspondence to Newspapers
07/25/22	DPB	Emails Scott France re Public common policy, and executive session and doodle poll; prep/attend SRPRA Board Meeting;
07/25/22	NLH	Conference with Mr. Becker; advertise Board Meetings in Berks County, Chester County and Montgomery County
08/04/22	DPB	Prepare/attend Executive Session; emails Brian O'Leary with ED resumes;
08/22/22	NLH	Review various correspondences; review Consultant Contract; conference with Mr. Becker
08/22/22	DPB	Prepare/attend SRPRA Board Meeting;
09/07/22	NLH	Review/revise Frawley Consultation Agreement
09/07/22	NLH	Review/compare original and revised Transportation for America Consultant Agreement
09/08/22	NLH	Review/revise Smart Growth America Service Agreement Proposal
09/08/22	NLH	Prepare/review/revise Frawley Consultation Agreement
09/12/22	NLH	Conference with Mr. Becker; review/revise Frawley Consultation Agreement; correspondence to Mr. France; review Smart Growth America Service Agreement Proposal; correspondence to Mr. O'Leary
09/12/22	NLH	Telephone conference with Mr. O'Leary; revise Service Agreement Proposal; correspondence to Mr. O'Leary; conference with Mr. Becker; revise Service Agreement Proposal; correspondence to Mr. O'Leary
09/12/22	NLH	Correspondence from Mr. Gerlach; correspondence to Messrs. Gerlach, France and O'Leary
09/19/22	DPB	Prepare/attend Authority Board meeting;
09/19/22	NLH	Conference with Mr. Becker; prepare for meeting; attend zoom meeting
09/19/22	NLH	Correspondence from Scott France; review documents for Board meeting; conference with Mr. Becker

PLEASE REFERENCE FILE AND STATEMENT NUMBER ON REMITTANCE  
PAYABLE UPON RECEIPT





2640 Westview Drive  
Wyomissing, PA 19610  
(610) 670-2552  
TAX ID # 23-3022715

October 16, 2022  
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**Client: Schuylkill River Passenger Rail Authority  
PROFESSIONAL SERVICES**

**Statement No. 189901**

<b>Date</b>	<b>Atty</b>	<b>Description</b>	
		<b>Total Professional Services</b>	<b>\$5,395.00</b>

**DISBURSEMENTS**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
06/24/22	Advertise Notice Advertise First Board Meeting; Berks \$62.40; Chester \$86.62; Montgomery \$96.21	245.23
	<b>Total Disbursements</b>	<b>\$245.23</b>

**Matter Totals**

**Total This Matter** **\$5,640.23**

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 (610) 670-2552  
 TAX ID # 23-3022715

October 16, 2022  
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**Client:** Schuylkill River Passenger Rail Authority

**Statement No.** 189901

**Matter:** 005 Executive Director Search

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Atty</b>	<b>Description</b>
09/06/22	DPB	Email Brian O’Leary;
09/07/22	DPB	Review/revise agreement Review/revise Thomas Frawley Consultation Agreement; telephone call Scott France;
09/12/22	DPB	Review/revise agreement Executive Director Independent contractor agreement with Thomas Frawley, Esquire;
09/15/22	DPB	Email Christian Leinbach; emails Jim Gerlach; review revised consultant agreement;
09/17/22	DPB	Email s Christian Leinbach; emails Jim Gerlach; review revised Agreement;

**Total Professional Services** **\$850.00**

**Matter Totals**

**Total This Matter** **\$850.00**

**Statement Total**

Total Professional Services 12,425.00

Total Disbursements 370.23

**CURRENT Statement TOTAL AMOUNT DUE** **\$12,795.23**

PLEASE REFERENCE FILE AND STATEMENT NUMBER ON REMITTANCE  
 PAYABLE UPON RECEIPT

SCHUYLKILL RIVER PASSENGER RAIL AUTHORITY  
BOARD MEETING PACKET  
OCTOBER 24, 2022

RESOLUTIONS

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF SCHUYLKILL RIVER PASSENGER RAIL AUTHORITY DELEGATING CERAIN DUTIES TO THE EXECUTIVE DIRECTOR AND/OR INTERIM EXECUTIVE DIRECTOR AND THE OFFICERS OF THE BOARD OF THE AUTHORITY IN ORDER TO ASSIST IN THE TIMELY PAYMENT OF THE EXPENDITURES OF THE AUTHORITY**

WHEREAS, the Schuylkill River Passenger Rail Authority (“Authority”) is an authority organized by Berks County, Chester County and Montgomery County, Pennsylvania; and

WHEREAS, the Board of the Authority deems it in the best interests of the Authority to delegate certain duties to the Executive Director and/or Interim Executive Director and the officers of the Board of the Authority in order to assist the Authority in the timely payment of the expenditures of the Authority.

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Authority, in order to assist the Authority in the timely payment of the day-to-day expenditures of the Authority, delegate the Executive Director and/or the Interim Executive Director of the Authority as an authorized signatory of the Authority for drafts, checks, electronic transactions and other orders for payment in an amount of not to exceed Two Thousand Dollars (\$2,000.00); provided, however, each such expenditure shall be ratified by the Board of the Authority at the immediately following regular monthly meeting of the Board; BE IT FURTHER

RESOLVED, that the Board of the Authority, in order to assist the Authority in the timely payment of the expenditures of the Authority, permit any authorized signatory of the Authority, for drafts, checks, electronic transactions and other orders for payment in an amount not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to be the sole signatory on such draft, check, electronic transaction or other order for payment, provided said authorized signatory obtains the prior written approval, including by email transmission, of another authorized signatory to said transaction, which written approval shall be maintained with the records of the

Authority; provided, further, each such expenditure shall be ratified by the Board of the Authority at the immediately following regular monthly meeting of the Board.

DULY ADOPTED AND APPROVED this 24th day of October, 2022.

SCHUYLKILL RIVER PASSENGER  
RAIL AUTHORITY

By: \_\_\_\_\_  
Christian Y. Leinbach, Chairperson

By: \_\_\_\_\_  
Marian D. Moskowitz, Vice Chairperson

By: \_\_\_\_\_  
Scott France, Secretary

By: \_\_\_\_\_  
Kenneth E. Lawrence, Jr., Treasurer

By: \_\_\_\_\_  
Peter Urscheler, Assistant Secretary

By: \_\_\_\_\_  
Jim Gerlach, Assistant Treasurer

By: \_\_\_\_\_  
Brian N. O'Leary, Director

By: \_\_\_\_\_  
Eddie Moran, Director

By: \_\_\_\_\_  
David Zeller, Director

SCHUYLKILL RIVER PASSENGER RAIL AUTHORITY

BOARD MEETING PACKET

OCTOBER 24, 2022

PROPOSED AGREEMENT WITH  
SMART GROWTH AMERICA / TRANSPORTATION FOR AMERICA (T4A)

Schuylkill River Passenger Rail Authority  
Attention: Thomas E. Frawley, Interim Executive Director  
633 Court Street  
Reading, PA 19601

Re: Contract Proposal for Passenger Rail Service Development Consultant Support

### **Service Agreement Proposal**

Dear Mr. Frawley:

I am pleased to propose arrangements between Smart Growth America, a \_\_\_\_\_ nonprofit corporation ("SGA" or "Consultant") and the Schuylkill River Passenger Rail Authority ("Client") for the provision of services by SGA, through its Transportation for America ("T4A" or "T4America") program, as described in the Scope of Assignment section, below. The terms and conditions of this Service Agreement Proposal ("Agreement") are as follows:

#### **Scope of Assignment**

T4America is a program of SGA. The Client seeks to establish a passenger rail corridor between Philadelphia and Reading, and with possible extensions to connect to other cities and other metropolitan areas ("Project"). SGA shall guide the Client through the process of advocating and applying for federal funding, and making the necessary improvements to establish passenger rail service along the designated corridor.

SGA proposes a contractual engagement with the Client to complete the following tasks. The primary service tasks include:

1. Tracking information and providing the Client with monthly reports and regular updates on the status of passenger rail service expansion in the region as well as relevant legislative, funding, and administrative news.
2. Facilitate Client relationship building with Capitol Hill and Administration officials.

Additionally, SGA proposes the following additional services::

3. Advise and assist the Client on interactions and consultations with Congressional and Federal Administration officials in an effort to advance the Client's passenger rail Project.
4. Advise and support the Client in pursuing federal and state grants and other funding opportunities.

## Primary Services Tasks:

### **Task 1: Tracking information and providing the Client with monthly reports and regular updates on the status of passenger rail service expansion in the region as well as relevant legislative, funding, and administrative news.**

*Task description:* The Consultant understands that not all Project stakeholders have the same access to information about administrative actions, political discourse, legislation, or even the actions of the Client or peer regions. A monthly report will serve to keep the Client and all stakeholders aware and informed of the progress of passenger rail expansion in the region as well as federal, national, state and local related passenger rail service expansion updates, keeping all those involved invested in the process.

#### *Work to be done (each month):*

- Consultant will monitor Congress, the Pennsylvania General Assembly, PennDOT, the U.S. Department of Transportation (USDOT), the Federal Railroad Administration (FRA), and the Surface Transportation Board for actions that impact policy, funding, and implementation of the region's vision for passenger rail.
- The Consultant will provide virtual staff support to the Client's stakeholder meetings regarding the Project, as requested.
- Consultant will compile all of the relevant actions of the Client and Consultant over the past month, and produce a summary report and distribute it to all recipients designated by the Client.
- Consultant shall identify and provide Client and all of its designated recipients with information regarding grants and funding that may be available to Client.
- Consultant will identify potential local, state, and federal funding sources to be leveraged for the Project.

#### *Deliverables:*

- A one- or two-page report delivered electronically to the Client and all designated recipients on the fifteenth (15) day of each month for the duration of this Agreement.
- Timely memos identifying legislative, funding, and other relevant information to the Client.
- Timely memos describing the ways the Client can leverage policy, funding, and administrative actions advantageously to advance the Client's passenger rail service Project.

### **Task 2: Facilitate Client relationship building with Capitol Hill and Administration officials.**

*Task description:* The Consultant will facilitate relationship building between the Client and Congressional and Federal administration officials and other stakeholders on Capitol Hill. The Consultant will develop this relationship by leveraging advantageous relationships with the Consultant's connections and reaching out to officials who may help advance the Client's priorities. The Consultant will prepare the Client to develop beneficial relationships with Federal, State and local stakeholders.



*Work to be done (each month):*

- The Consultant will introduce the Client to relevant Congressional (delegation members, relevant committee chairs and ranking members of committees of jurisdiction) and Federal administration officials (USDOT, FRA, White House officials and others) and advise the Client how to engage Federal, State and local administration officials.
- The Consultant will manage relationships developed with officials on behalf of, and as agreed by, the Client.

*Deliverables:*

- Establish connections between the Client and Congressional and Administrative leadership and their critical support staff, and prepare talking points to clearly articulate the Client's passenger rail vision.
- Prepare talking points for the Client to use when establishing relationships with Federal, State and local stakeholders.

**Additional Services Tasks:**

For additional support above and beyond existing scope but related to passenger rail work (that doesn't generate a report, grant application, or other significant document), the Consultant will provide support at an hourly rate with the Client, upon seeking the Client authorization of such work. For additional support above and beyond the existing scope but related to passenger rail work, Consultant will generate a significant work document such as a report or grant application prepared and/or reviewed. Client and Consultant will negotiate a set fee with the Consultant prior to authorization of the work.

**Task 3: Prepare the Client for direct, in person engagement with decision makers on Capitol Hill and the Administration to advance the Client's passenger rail Project.**

*Task description:* The Consultant will connect the Client with Congressional and Federal administration officials pertinent in advancing the Client's Project, as well as advise the Client on the engagement to produce the most optimal result in the Client's favor.

*Work to be done:*

- The Consultant will request and schedule meetings with Congressional and Federal administration officials, and coordinate meeting logistics on behalf of the Client.
- The Consultant will advise the Client of the meeting logistics.
- The Consultant will brief the Client with any necessary information, materials, and recommendations for messaging prior to meeting with officials.
- The Consultant will accompany the Client to meetings to provide support for the Client.

*Deliverables:*

- Meeting logistics itinerary draft within thirty (30) days of Client authorization.
- Development of meeting collateral within forty-five (45) days of Client authorization.

- Notes on meetings with officials within fifteen (15) days of meetings with officials.
- A list of commitments made by either the Client or officials within fifteen (15) days of meetings with officials.

**Task 4: Advise and support the Client in pursuing specific federal and state funding application opportunities and prepare the documentation needed to apply to secure funding.**

*Task description:* The Client will need to combine funding from multiple sources on the federal, state, and local levels to advance its passenger rail Project. The Consultant will, upon request, assist the Client through the process of identifying the major costs associated with creating and operating a passenger rail corridor and piecing together the funding required to bring it to fruition. The Consultant will engage various offices, agencies and organizations, including but not limited to affected cities and counties, public transportation organizations, the Office of the Governor of the Commonwealth of Pennsylvania, the State Department of Community and Economic Development (DCED), the Delaware Valley Regional Planning Commission (DVRPC, the Philadelphia regional metropolitan planning organization), the Reading Area Transportation Study (the Berks County regional metropolitan planning organization), the Berks County Planning Commission, the Chester County Planning Commission, the Montgomery County Planning Commission, the Pennsylvania Department of Transportation (PennDOT), SEPTA, Norfolk Southern and Amtrak, to structure their commitments and provide suggested funding levels and sources. The Consultant will engage with the Northeast Corridor Commission to connect the Project to the NEC Commission goals and resources.

*Work to be done:*

- Consultant, if requested by Client, will identify the major capital and operating costs associated with the implementation of the region's passenger rail vision.
- Consultant will, with Client's prior written authorization, hire a 3rd party consultant to analyze the exact cost of the Project and generate a Benefit-Cost Analysis report.
- In consultation with the Client and with Client's prior written authorization, Consultant will hire a 3rd party consultant to write applications for competitive grants.
- Consultant, in collaboration with the Client, will engage PennDOT and the Pennsylvania State Assembly on leveraging state funding for the Project.
- Consultant will convene local stakeholders to identify local funding opportunities to leverage for the Project.
- Consultant will review and revise all of Client's applications for corridor identification programs and funding applications (e.g., CRISI grant).

*Deliverables:*

- Benefit-Cost Analysis report within ninety (90) days of Client authorization.
- Competitive Grant Application within no more than one hundred (100) days of Client authorization.
- Development of application briefing collateral within sixty (60) days of client authorization.
- Ongoing support to advocate and seek funding for the Project.

**Term of Contract**

This Agreement shall be in effect upon ratification by both parties and continue for a period of one (1) year, with the opportunity to renew for an additional year. Within sixty (60) days prior to this Agreement’s expiration, both parties will mutually determine if an extension of this Agreement is needed and mutually update the timetable and any particular terms of this Agreement.

**Fee and Expenses**

For Primary Service Tasks performed under this Agreement (Tasks 1-2), the Client agrees to pay the Consultant the sum of Ten Thousand Five Hundred Dollars (\$10,500.00) per quarter-annual period (\$3,500.00 per month) for the term of this Agreement. If an extension of this Agreement is authorized by written agreement of Consultant and Client, the Client agrees to pay the Consultant the sum of Eleven Thousand Seven Hundred Sixty Dollars (\$11,760.00) per quarter-annual period (\$3,920.00 per month). Payment shall be made by the Client within thirty (30) days of receipt of the Consultant's invoice for the immediately forthcoming quarter-annual period, which will be paid electronically.

For Additional Services Tasks performed under this Agreement (Tasks 3-4), the fee schedule below shall apply:

	Billing Rate/Information	Notes
Task 3	\$170.12/hr per senior policy advisor \$109.57/hr per senior policy analyst \$51.90/hr per associate policy analyst \$39.98/hr per junior policy analyst	The Consultant will require a senior and an associate staff member to effectively carry out this task. Work authorized will be billed at an hourly rate.
Task 4	\$10,000-20,000 for a Benefit Cost Analysis (First Range) \$30,000-70,000 total for grant writing and Benefit Cost Analysis (Second Range)	The Client may opt for only a Benefit Cost Analysis for which the first range reflects. The second range provided reflects the total cost for both a BCA and grant writing. Actual cost to be negotiated between the Client and Consultant based on the parameters of the grant.

When the Consultant travels for the Client’s business, including regularly scheduled meetings in-person, the Client will cover both the actual travel expenses and staff time required to make the trip. Such travel approval shall rest with the Client.

## **Payment Schedule**

The Consultant will prepare and forward to the Client an invoice for the immediately preceding monthly period (and each monthly period thereafter for the Primary Service Tasks). The Consultant will also invoice time and costs expended from the immediately preceding monthly period on Additional Tasks. An invoice for services rendered will include the name, address, and Tax ID or SSN and shall be signed, dated, and transmitted electronically to the Client.

## **Independent Contractor**

In performing the services described herein, the Consultant shall be deemed to be an independent contractor and not an employee of the Client. Any and all employees of the Consultant or other persons (including all subgrantees, subcontractors, and subconsultants engaged by the Consultant), while engaged in the performance of any work or services required by the Client under this Agreement, shall not be considered employees of the Client. The Consultant will be solely responsible for payment of all compensation owed to its own personnel and all subgrantees, subcontractors and subconsultants engaged by the Consultant, as well as all employment-related and other similar taxes and liabilities incurred by the Consultant. The Consultant is subject to the administrative policies and procedures established by the Client for consultants.

## **Indemnification**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any and all damages, liabilities, and/or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors, and/or omissions in the performance of professional services under this Agreement and those of its consultants, subgrantees, subcontractors, subconsultants, employees and/or anyone for whom the Consultant is legally liable.

The Client is not obligated to indemnify the Consultant in any manner whatsoever for the Consultant's negligence or the negligence of Consultant's or Client's consultants, subgrantees, subcontractors, subconsultants, employees or anyone for whom the Consultant is legally liable

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and the Client's contractors, subcontractors, or consultants or anyone for whom the Client is legally liable.

The Consultant is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence or the negligence of Client's consultants, subgrantees, subcontractors, subconsultants, employees or anyone for whom the Client is legally liable.

## **Confidential Information**

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees and subconsultants, if appropriate, any data or information not previously known to and generated by the Consultant or furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Consultant to defend itself from any legal action or claim.

## **Termination**

The Client shall have the right to terminate this Agreement, without prior notice to the Consultant, immediately upon the occurrence of any of the following events:

1. The Consultant's misconduct or breach of any duty or obligation under this Agreement.
2. The execution of a written agreement between the Client and the Consultant to terminate this Agreement.
3. A violation of the confidentiality provisions contained in this Agreement.
4. The dissolution or cessation of business of the Consultant.

Either of the parties may terminate this Agreement at any time, without cause, by providing the other party hereto with ten (10) days' prior written notice of such termination. In the case of termination by the Consultant, the Consultant agrees to continue to fulfill its duties, obligations and services under this Agreement until the Client has engaged a replacement consultant or made other provisions within ninety (90) days, at the Client's sole discretion, in order to enable the Client to continue with the Project.

Upon termination of this Agreement as set forth herein above, the Consultant shall be entitled to receive only that portion of the compensation which is earned and accrued but unpaid as of the date of termination and shall not be entitled to any additional compensation.

## **General Terms**

Attached to this Agreement as Exhibit A are the General Terms Applicable to this Agreement; the provisions set forth therein are hereby incorporated in this Agreement.

## **Assignment, Delegation and Subcontracting**

Neither party to this Agreement shall transfer, sublet or assign any rights or obligations under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant with the prior written authorization of the Client shall not be considered an assignment for purposes of this Agreement.

### **Equitable Relief**

The Consultant acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of the Client, that the Client would not have entered into this Agreement in the absence of such restrictions, and that any violation of any provision of the restrictions contained herein shall result in irreparable injury to the Client.

The Consultant acknowledges that any violation or threatened violation of this Agreement would cause irreparable harm and injury to the Client for which monetary damages alone might not provide an adequate remedy, and the Consultant agrees that the Client shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages or the posting of security, as well as to an equitable accounting of all benefits arising from any violation or threatened violation of this Agreement, which rights shall be cumulative and in addition to any and all other rights and/or remedies to which the Client may be entitled.

### **Client Property.**

Upon termination of the consulting relationship established pursuant to this Agreement for any reason, the Consultant shall immediately deliver to the Client all documentation, records and other property which belongs to the Client or which pertains to the business or financial affairs of the Client, including all property, notes, files and computer files, in whatever form. The Client shall immediately make available to the Consultant all property of the Consultant.

### **Miscellaneous.**

**Survival.** Notwithstanding the termination of the consulting relationship established pursuant to the terms and conditions of this Agreement, the Consultant's obligations under this Agreement shall survive this Agreement and shall remain in full force and effect.

**Governing Law; Jurisdiction.** This Agreement shall be deemed to be made under and shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. Each of the Parties irrevocably and unconditionally (a) agrees that any suit arising out of this Agreement shall be brought and adjudicated in the Court of Common Pleas of Berks County, the Court of Common Pleas of Chester County, or the Court of Common Pleas of Montgomery County, Pennsylvania, (b) submits to the exclusive jurisdiction of the said Court of Common Pleas for the purpose of any such suit, and (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, any claim that such party is not subject to the jurisdiction of the said Court of Common Pleas, that such suit is brought in an inconvenient forum or that the venue of such suit is improper.

**Notice.** All notices, consents, requests, demands and other communications permitted or required to be given pursuant to the provisions of this Agreement shall be in writing and delivered in person or sent by certified mail, return receipt requested, postage prepaid, or sent by nationally recognized overnight courier to the respective addresses of the parties first set

forth above, or to such other addresses as the respective parties shall have last designated by written notice to the other parties.

Integration. This Agreement supersedes all prior agreements and sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and cannot be amended, modified, extended or terminated except upon written amendment executed by the Client and the Consultant.

Parties Bound. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns, except that the duties and responsibilities of the Consultant hereunder are of a personal nature and shall not be assignable or delegatable in whole or in part by the Consultant.

Severability. The provisions of this Agreement are severable, and if any one or more of the phrases, sentences, clauses, provisions, sections or parts contained in this Agreement shall be deemed or declared invalid or unenforceable, in any jurisdiction, the remainder of this Agreement, and the application of such phrase, sentence, clause, provision, section or part to such person or entity, or such circumstance in such other jurisdiction or to other persons, entities or circumstances in any jurisdiction, shall not be affected thereby, and to this end shall not affect the validity and/or enforceability of the remaining portions of this Agreement or any remaining parts thereof.

Waiver. No remedy conferred upon the Client by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by the Client or the Consultant, as applicable, in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by the Client or the Consultant, as applicable, from time to time and as often may be deemed expedient or necessary by the Client or the Consultant in the Client's or the Consultant's sole discretion, as applicable.

Captions. All section captions and headings contained in this Agreement are for convenience only and do not form an integral part of this Agreement.

Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Furthermore, this Agreement may be executed by the facsimile or email signature of any Party hereto, it being agreed that the facsimile or email signature of any party hereto shall be deemed an original for all purposes.

Attorneys' Fees. In the event legal proceedings are brought to enforce this Agreement, the prevailing party shall be entitled to recover its or his attorneys' fees and the reasonable costs incurred in connection with such proceedings.

Documents. Upon request by either party to this Agreement, the other party hereto shall execute and deliver to the requesting party such additional documents as may be necessary or desirable to effectuate the intent of this Agreement.

Time. Time shall be of the essence of this Agreement.

Construction. This Agreement is entered into subsequent to negotiations by both Parties and shall not be more strictly construed against the preparing party.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have executed this Agreement as of the dates set forth below.

SMART GROWTH AMERICA

By: \_\_\_\_\_  
Calvin Gladney  
President and CEO

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: October \_\_\_\_\_, 2022

Countersignature Required

If the terms and conditions of this Agreement are acceptable to the Client, please sign two copies of this Agreement and return them to:

John Robert Smith  
Smart Growth America  
1152 15th Street, NW, Suite 450  
Washington, DC 20005

TERMS OF AGREEMENT CONFIRMED AND AGREED TO:

SCHUYLKILL RIVER PASSENGER RAIL AUTHORITY



By: \_\_\_\_\_  
Christian Y. Leinbach, Chairperson

Attest: \_\_\_\_\_  
Thomas E. Frawley, Interim Executive Director

Date: October \_\_\_\_\_, 2022  
EIN/SSN #:

## Exhibit A

### **General Terms Applicable to Consultancy Agreement**

The specific terms of the Service Agreement Proposal (“Agreement”) between Smart Growth America (“SGA” or “Consultant”) and the Schuylkill River Passenger Rail Authority (“Client”) , to which this Exhibit A is attached, are set forth in the Agreement. In addition, the following general terms shall apply:

1. **Availability:** Consultant agrees to render the services, duties and obligations as set forth in the Agreement at such times and in such manner as is set forth in the Agreement.
2. **Fee:** Fee to be paid and terms of payment are set forth in the Agreement.
4. **Services of Others:** The Client is not required to and will not reimburse Consultant for any payments made by Consultant in obtaining the services of other persons to assist in the services, duties and obligations to be performed for the Client unless stipulated in the Agreement.
5. **Expenses:** Unless otherwise specified in the Agreement, the Client is not required to and will not reimburse Consultant for actual expenses incurred in connection with the Agreement, except for travel expenses for Client-approved travel in accordance with the terms and conditions set forth in the Agreement. Such approval shall rest with the Client.
6. **Taxes:** The Client shall report all fees to the Internal Revenue Service as required by the Internal Revenue Code and any applicable state laws. The Client does not withhold Federal or State income tax or Social Security tax from fees paid to Consultant.
7. **Modification of Specific Terms:** The specific terms of the Agreement may be amended only by written agreement of Consultant and Client.

The Agreement is effective only after receipt by the Client of fully executed copies of the Agreement.