

## **PEDFA INTERGOVERNMENTAL COOPERATION AGREEMENT**

This Intergovernmental Cooperation Agreement (“Agreement”) is made and entered into by and between the City of Harrisburg, Pennsylvania (“City”) and the Pennsylvania Economic Development Financing Authority (“PEDFA”) (hereinafter referred to collectively as “Parties”).

**WHEREAS**, the City is a third class city incorporated under the Laws of the Commonwealth of Pennsylvania with its offices located at Martin Luther King Jr. Government Center, 10 North 2nd Street, Harrisburg, PA 17101.

**WHEREAS**, PEDFA, with its offices located at Commonwealth Keystone Building, 400 North Street, 4th Floor, Harrisburg, PA 17120, was created and is existing pursuant to the Pennsylvania Economic Development Financing Law, 73 Pa.C.S. Section 371, et seq.

**WHEREAS**, pursuant to Article IX, Section 5, of the Constitution of the Commonwealth of Pennsylvania, and the Pennsylvania Intergovernmental Cooperation Law, 53 Pa. C.S. §§2301 et seq. (collectively, the “Intergovernmental Legislation”), the City has determined, for good and valuable consideration, including direct and indirect up-front payments and periodic payments during the term of the Asset Transfer Agreement (hereinafter defined), to (i) transfer and delegate all of its functions, powers and responsibilities with respect to the City’s on-street parking system to PEDFA (except for (a) parking enforcement powers which the City will transfer and delegate to the Department of General Services of the Commonwealth (“DGS”) pursuant to the DGS Intergovernmental Cooperation Agreement, and (b) the City’s reserved enforcement powers, which the City shall retain) in order to assure the provision of a first class parking system for the benefit of the City and its residents and visitors for the term specified herein and in the Asset Transfer Agreement, and (ii) to transfer, set over and assign to PEDFA, in connection with the transfer and delegation of the City’s functions, powers and responsibilities with respect to the City’s on-street parking system, all of the City’s right, title and interest in and to the parking revenues derived from the City’s on-street parking system, including Metered Parking Revenues and Parking Violation Revenues (as defined in the Asset Transfer Agreement).

**WHEREAS**, PEDFA, in its role pursuant to the Pennsylvania Economic Development Financing Law, desires to accept such transfer and delegation and operate or cause to be operated the designated on-street parking and will immediately contract or cause to be contracted with PK Harris Advisors, Inc., an affiliate of TriMont Real Estate Investments, Inc., or its affiliates or successors, as the initial asset manager of the Parking System (the “Asset Manager”) to provide certain of such functions as provided in attached Exhibit A and the Asset Manager will immediately contract with the initial parking operator, or its affiliates or successors (the “Parking Operator”).

**WHEREAS**, the Parties, together with the Harrisburg Parking Authority, are concurrently entering into that certain Asset Transfer Agreement, a copy of which is attached hereto as Exhibit B, to provide for the larger transaction of which the transfer of the on-street parking system is a part.

**WHEREAS**, the Parties to this Agreement desire to cooperate in on-street parking operations, including meter rate setting and other non-enforcement functions, within a portion of the City as described in attached Exhibit C and incorporated herein (the “Competing Parking Area”) for the collective benefit of the City and its residents, and visitors to the City.

**WHEREAS**, Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania authorizes and the Pennsylvania Intergovernmental Cooperation Law, Act 180 of 1972, as amended by Act 177 of 1996, 53 Pa.C.S. § 2301, *et seq.* (hereinafter the “Act”), endorses cooperative agreements for provision of public services, performance of government functions, and other government purposes by and between local governments of this Commonwealth and between local governments of this Commonwealth and the Commonwealth.

**WHEREAS**, the City has enacted an ordinance or a resolution consistent with the provisions of the Act (53 Pa.C.S. § 2305), and thus, is duly authorized to enter into this Agreement.

**WHEREAS**, PEDFA has adopted a resolution pursuant to the Pennsylvania Economic Development Financing Law, 73 Pa.C.S. Section 371, *et seq.* and it bylaws which duly authorizes its Chairman, Executive Director or other such officers to execute and deliver this Agreement.

**AND NOW, THEREFORE**, in consideration of the mutual covenants undertaken herein, and with the intent to be legally bound, the Parties hereby agree as follows:

1. **Purpose, Objectives, and Organizational Structure.** The purpose and objectives of the transfer and delegation are to increase the commerce, health, safety, and prosperity of the City and to implement the Act 47 Recovery Plan and the financial recovery of the City. The powers and scope of authority delegated by the City to PEDFA are the right to operate or cause to be operated on-street parking (excluding enforcement), including collecting meter revenues, and setting hours of operation for on-street parking within the Competing Parking Area.

2. **Duties, Obligations, and Responsibilities.**

A. **General.**

Management and Operation - PEDFA or its designee shall manage and operate or cause to be managed and operated the On-Street Parking consistent with the On-Street Parking System Operating Standards, which is attached hereto as Exhibit D and incorporated herein.

Parking Policy within the Competing Parking Area – PEDFA and/or its designee and the Asset Manager will work with the City to identify new residential permit parking areas (e.g. north of Forster), and PEDFA is granted the non-exclusive rights to enforce non-moving parking violations in residential permit parking areas.

PEDFA is hereby granted the authority to adjust meter rates as appropriate based on market demand fluctuations over time and in accordance with Exhibit E attached hereto and incorporated herein – the Schedule of On-Street Parking Fees, all covenanted to by PEDFA to meet rate covenants or debt service coverage covenants pursuant to any trust indenture pursuant to which PEDFA may issue its revenue bonds. PEDFA is hereby granted the right to increase meter and enforcement rates above those permitted in Exhibit E to the extent necessary to meet any rate covenants in any indenture securing bonds issued in connection with the transaction described in the Asset Transfer Agreement. PEDFA’s ability to reduce overall meter and enforcement rates (but not individual rates) is restricted if such reduction

would impair its ability to meet the rate covenants and in the event of a bond default or breach of debt service coverage covenants.

**B. Parking Fee and Period of Operation Adjustments.**

**(a) *Changes in Metered Parking Fees.***

(i) **Adjustments in Metered Parking Fees.** On or after January 1, 2014, PEDFA or its designee may adjust the metered parking fees; provided that increases shall not exceed the applicable metered parking fee cap, set forth in Exhibit E hereto, subject in each case to the requirements of the regular rate adjustment and the rate covenants requirements. Except in circumstances required to meet the rate covenants, any increase of the metered parking fee in excess of the applicable metered parking fee cap is subject to approval by the City.

**(b) *Changes in Period of Operation.***

(i) **Adjustments in Period of Operation.** Following the initial adjustment date, PEDFA or its designee may adjust the period of operation for the parking spaces, provided, however, that PEDFA or its designee shall not increase the hours of operation for the metered parking spaces beyond 11 hours a day within the first five years of this Agreement.

**(c) *Compliance with rate covenants.*** Notwithstanding anything in this Agreement to the contrary, PEDFA or its designee can increase parking fees over any parking fee cap in amounts determined by PEDFA to be necessary, from time to time, to achieve compliance with any rate covenant in any indenture under which revenue bonds are issued and for the payment and security of which Parking Revenue is pledged.

**C. Right of Entry and Access to the Public Way.**

The City hereby grants to PEDFA and its designee a license to enter upon, in, under, over and across the public way, only to the extent and at such times as shall be necessary or desirable for PEDFA or its designee and through the Asset Manager or the Parking Operator, to access the on-street parking system in order to conduct or cause to be conducted parking system operations, including operating, maintaining, inspecting, constructing, repairing and managing the on-street parking system and all supporting structures and appurtenances thereto and interconnecting the same to any electric utility, telephonic or other communication lines, collecting parking revenue, and installing monitoring or observation technology or equipment reasonably necessary for parking system operations.

(i) **The rights granted to PEDFA do not create a priority in favor of PEDFA over any other user of the public way and are subject to the Operating Standards attached hereto as Exhibit D and all provisions of law, including applicable City permit requirements, relating to the conduct of a private business or franchise in that part of the public way that is part of an actual parking space in the public way.**

(ii) PEDFA will not be responsible for the installation, removal, and repair of signage not relating to the parking system (such as signs regarding no standing/stopping, bus/taxi zones, traffic control, etc.)

3. **Duration.** The duration of the term of the delegation is concurrent with the term of the Asset Transfer Agreement.
4. **Resources.**
  - The manner and extent of financing of the parking transaction of which the delegation is a part are as set forth in the Asset Transfer Agreement;
  - The organizational structure necessary to implement the delegation is as set forth in the Asset Transfer Agreement;
  - The manner in which real and personal property shall be acquired, managed, licensed and disposed of by PEDFA or its designee are as set forth in the Asset Transfer Agreement; and
  - No entity shall be created by this transfer and delegation, but the authority delegated herein shall be exercised by PEDFA or its designee (as defined in the Asset Transfer Agreement).
5. **Insurance.** The manner in which insurance shall be provided for all property impacted by this Agreement are set forth in the Asset Transfer Agreement.
6. **Additional Parties.** Any other local government may join in this Agreement upon written approval of the existing Parties hereto, and by following the Official Action Required, below.
7. **Termination of Agreement.** The Parties agree that neither Party to this Agreement may withdraw at any time from this Agreement until the date the Asset Transfer Agreement is terminated.
8. **Notice.** Any and all notices required between the Parties to this Agreement shall be deemed to have been duly given when said notice is either hand-delivered or mailed by United States Certified Mail, Return Receipt Requested, to the administrative office address of record set forth at the outset of this Agreement. Any Party may change its address of record by written notice of said change to all other Parties.
9. **Exhibits.** The following documents are attached hereto as exhibits, and are incorporated herein by reference:
  - A. Asset Management Agreement between PEDFA and the Asset Manager
  - B. Asset Transfer Agreement
  - C. Competing Parking Area
  - D. On-Street Parking System Operating Standards

E. Schedule of On-Street Parking Fees

10. Entire Agreement. This Agreement, along with the Exhibits incorporated herein by reference, comprise the entire agreement between the Parties related to the subject matter of this Agreement, and supersedes any prior agreement, oral or written, between the Parties on the subject matter hereof.
11. Amendment. This Agreement may only be amended in writing, by duly authorized representatives of the Parties, and approved by official action of the Parties.
12. Assignment and Delegation by PEDFA. PEDFA may assign any rights or benefits, and delegate any duties or obligations, that are set forth in this Agreement.
13. Severability. If any provision of this Agreement is determined to be legally invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of the Agreement, and this Agreement shall continue to the full extent possible.
14. Non-Waiver. Failure by a Party to declare a breach of this Agreement for default of its terms does not constitute a waiver of any ongoing or subsequent breach or any other right under this Agreement.
15. Governing Law. This Agreement, and all rights and obligations of the Parties hereto, are governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
16. Official Action Required. Pursuant to the Act (53 Pa.C.S. § 2305), each Party to this Agreement is required to enact an ordinance or adopt a resolution authorizing the terms and execution of this Agreement.
17. Authority. The signatories below are duly authorized to enter into this Agreement as the representative of the respective Parties to this Agreement as follows:

City, Ordinance No. 30-2013 passed at a meeting of its Council on November 12, 2013.

PEDFA, Resolution passed at a meeting of its Board on December 4, 2013.

18. Commonwealth Held Harmless.

The City and its successors and assigns shall indemnify, defend, and hold harmless PEDFA and the Commonwealth of Pennsylvania and their employees and agents, from and against any and all losses, costs (including litigation costs and counsel fees), claims, suits, actions damages, and expenses, including but not limited to any claim or action alleging any loss of life, bodily injury, personal injury, invasion of privacy, discrimination, emotional damages or property damage, occasioned wholly or in part by the City's act or omission or the act or omission of the City's agents, contractors (including subcontractors and suppliers), officers, employees, servants or independent contractors related in any way to this Agreement and the City's performance under it.

If any claims, lawsuits, disputes, arbitrations, mediations or other actions are initiated against PEDFA and/or the Commonwealth of Pennsylvania by the City or a third party or parties pertaining

to the above, and it is determined by a court, arbitrator, administrative body or the Board of Claims that the City has breached and/or violated the terms of this Agreement by bringing claims, lawsuits, disputes, arbitrations, mediations or other actions against PEDFA and/or the Commonwealth of Pennsylvania or by the City failing to hold harmless and/or indemnify PEDFA and/or the Commonwealth of Pennsylvania, then the City shall be required to pay for the reasonable expenses and/or reasonable value of bringing and/or defending such actions by PEDFA and/or the Commonwealth of Pennsylvania, including without limitation attorneys' fees, disbursements and court costs in an amount to be determined by the court, arbitrator, administrative body or the Board of Claims. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense.

Should the OAG delegate its right of defense to PEDFA through the Department of Community and Economic Development (DCED), the choice of selecting outside counsel to represent PEDFA or utilizing DCED attorneys employed by DCED and/or the Office of General Counsel shall solely be made by the Governor's General Counsel. The reasonable value of attorneys' fees shall be paid to PEDFA, even if the Governor's General Counsel assigns DCED or other Commonwealth attorneys. The Governor's General Counsel shall set the hourly rate for attorneys assigned to defend any legal action brought against PEDFA or the Commonwealth of Pennsylvania.

The City acknowledges that PEDFA and the Commonwealth of Pennsylvania enjoy sovereign immunity as provided in 1 Pa.C.S. § 2310 and further that PEDFA and the Commonwealth of Pennsylvania do not waive sovereign immunity by entering into this Agreement.

19. Effective Date. This Agreement shall become effective on the Closing Date under the Asset Transfer Agreement.
20. Inurement. This Agreement shall be binding upon and inure to the benefit of all successors in interest to the Parties hereto.
21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have hereby caused this Agreement to be executed by their duly authorized representatives.

CITY OF HARRISBURG

By: Linda Hampton  
Mayor

Attest:

\_\_\_\_\_  
(Assistant) Secretary

By: William B. Ford  
City Controller Receiver

(SEAL)

M. N.  
City Solicitor  
PENNSYLVANIA ECONOMIC  
DEVELOPMENT FINANCING  
AUTHORITY

Attest:

Wanda R. D. Williams  
~~Assistant Secretary~~ COUNCIL PRESIDENT

By: \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM AND LEGALITY

OFFICE OF GENERAL COUNSEL

OFFICE OF ATTORNEY GENERAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have hereby caused this Agreement to be executed by their duly authorized representatives.

CITY OF HARRISBURG

Attest:

By: \_\_\_\_\_  
Mayor

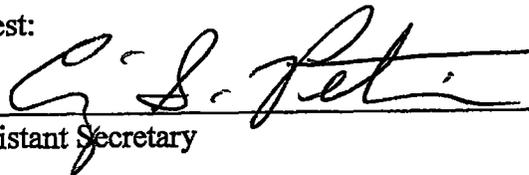
\_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
~~City Controller~~ Receiver

(SEAL)

PENNSYLVANIA ECONOMIC  
DEVELOPMENT FINANCING  
AUTHORITY

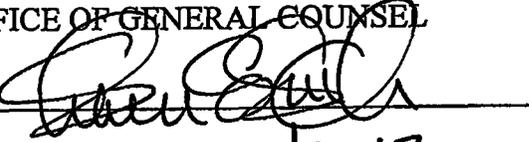
Attest:

  
\_\_\_\_\_  
Assistant Secretary

By:   
\_\_\_\_\_  
Executive Director

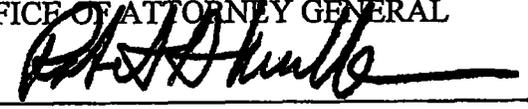
APPROVED AS TO FORM AND LEGALITY

OFFICE OF GENERAL COUNSEL

By:   
\_\_\_\_\_

Date: 12/9/13

OFFICE OF ATTORNEY GENERAL

By:   
\_\_\_\_\_

Date: 12/13/13

**EXHIBIT A**

**TO PEDFA INTERGOVERNMENTAL COOPERATION AGREEMENT MANAGEMENT  
AGREEMENT BETWEEN PEDFA AND THE ASSET MANAGER**

(See Tab 6)

**EXHIBIT B**  
**TO DGS INTERGOVERNMENTAL COOPERATION AGREEMENT**  
**ASSET TRANSFER AGREEMENT**

(See Tab 5)

**EXHIBIT C  
TO PEDFA INTERGOVERNMENTAL COOPERATION AGREEMENT**

**COMPETING PARKING AREA**

[attached]

## **Competing Parking Area**

A map showing the Competing Parking Area is attached.

### **Boundary Description in CBD:**

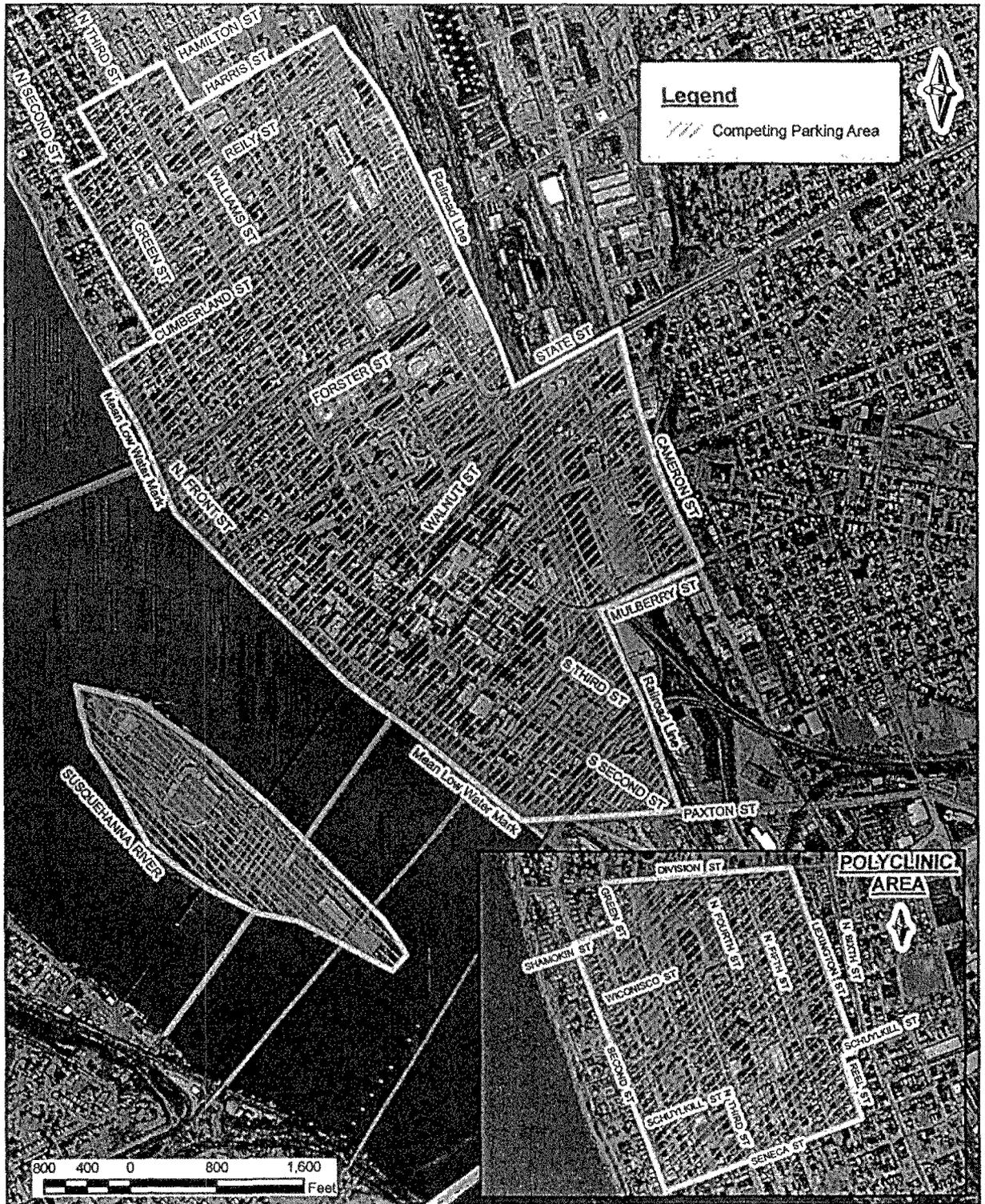
Beginning at the location where the north side of Paxton Street crosses over the Amtrak Railroad line proceed westward along the north side of Paxton Street to the mean low water mark of the left bank of the Susquehanna River; thence northward along the mean low water mark of the left bank of the Susquehanna River to the intersection of said left bank with the north side of Cumberland Street; thence eastward along the north side of Cumberland Street to the intersection with the west side of N. 2<sup>nd</sup> Street; thence northward along the west side of N. 2<sup>nd</sup> Street to the intersection with the north side of Harris Street; thence eastward along the north side of Harris Street to the intersection with the west side of Green Street; thence northward along the west side of Green Street to the intersection with the north side of Hamilton Street; thence eastward along the north side of Hamilton Street to the intersection with the west side of Williams Street; thence southward along the west side of Williams Street to the intersection of Harris Street on the north side; thence eastward along the north side of Harris Street to the railroad line right of way; thence southward along the west side of the railroad line right of way to the north side of the State Street bridge overpass; thence eastward along the north side of State Street bridge overpass to the location where State Street crosses Cameron Street to the east side; thence southward along the east side of Cameron Street to the location where Mulberry Street crosses over Cameron Street; thence westward along the south side of the Mulberry Street bridge overpass to the west side of the railroad right of way; thence southward along the west side of the Amtrak Railroad line right of way to the point of beginning at the overpass of the north side of Paxton Street.

All of City Island.

### **Boundary Description in Polyclinic Area:**

Beginning at the location where the east side of Reel Street intersects the south side of Seneca Street proceed westward to the west side of N. 2<sup>nd</sup> Street; thence northward along the west side of N. 2<sup>nd</sup> Street to the intersection with the north side of Shamokin Street; thence eastward along the north side of Shamokin Street to the intersection with the east side of Green Street; thence northward along the east side of Green Street to the intersection with the north side of Division Street; thence eastward along the north side of Division Street to the intersection with the east side of Lexington Street; thence southward along the east side of Lexington Street to the intersection with the south side of Schuylkill Street; thence westward along the south side of Schuylkill Street to the intersection with the east side of Reel Street; thence southward along the east side of Reel Street to the point of beginning at the south side of Seneca Street.

# COMPETING PARKING AREA



**EXHIBIT D  
TO PEDFA INTERGOVERNMENTAL COOPERATION AGREEMENT**

**REQUIREMENTS FOR OPERATING STANDARDS**

**ON-STREET OPERATING STANDARDS**

**I. GENERAL:**

The Operating Standards will provide for maintenance and operation of the On-Street Parking System in a manner to provide a clean, safe and efficient parking system to the public. The Operating Standards will ensure that the Metering Devices are maintained and repaired in a manner to preserve and extend the useful lives of the equipment. Each component of the On-Street Parking System will be capable of being operated and maintained at the expiration of the Term.

The Operating Standards will be developed with the understanding that Asset Manager and Operator will be replacing the existing single unit meters with new single and multi-space meters. For the purpose of this Schedule, on street parking meters refers to a single or multi space device that collects a parking fee and assigns a time limit to the parked vehicle.

The Operating Standards will provide for the following: meter locations, parking meter systems operations plan, meter maintenance and repairs, coordination, enforcement, customer service, signs and markings, meter installation standards and guidelines, parking meter system records, removal of meter spaces for traffic safety and operation, and other topics, as set forth below.

Subject to available funds and commercial reasonableness, each component of the On-Street Parking System will be capable of being operated and maintained in a First Class Manner at the expiration of the Term.

**II. SPECIFIC PROVISIONS:**

**A. Meter Locations**

The Operating Standards will depict the location of parking meters to be operated by Asset Manager and Operator.

**B. Parking Meter System Operations Plan**

The Operating Standards will include an on street parking meter system operations plan that describes operations and maintenance. The plan should include:

- Maintenance schedule

- Collection schedule
- Meter records
- Customer Service

**C. Meter Maintenance and Repairs**

Routine maintenance will include preventive, cyclical and incidental maintenance, as well as the provision of a maintenance response capability in the event of a minor emergency, etc. The Operating Standards will include a schedule and tracking procedures for routine maintenance which will exhibit a normal standard of care for parking meters. This responsibility will include a regular visual check on conditions and functions as well as a test to assure that the meters are working properly.

The On-Street Operating Standards will include a plan for routine maintenance. The maintenance plan will be one based on a proactive approach and on appropriate response to notices of parking meter maintenance issues that has been observed by staff, the public, or the City. It will include the following:

- Conduct routine inspections of the meter device inventory
- Maintain the meters to the manufacturers' specifications
- Repair broken and malfunctioning meters by the end of the second business day
- Establish the schedule and execute routine preventative maintenance
- Maintain written and electronic maintenance records
- Have a reasonable response time to repair malfunctioning meters
- Provide an annual meter condition report to Transferor

**D. Coordination**

The Operating Standards will provide for coordination between Asset Manager and Operator, Transferor, and the City. On-street metered parking spaces are in the public right of way, which is maintained by the City of Harrisburg Office of City Engineering, Traffic Engineering Department or Commonwealth of Pennsylvania. It is expected that maintenance on the streets and sidewalks containing parking meters will be required from time to time. The Operating Standards will provide for coordination with the maintenance crews and provide access to areas around their parking meters.

**E. Customer Service**

The On-Street Operating Standards will include a section on customer service. Key elements of customer service shall include:

- A system must be developed for handling complaints, questions, and inquiries.
- Providing customers with access to the parking operator via three options:
  - On line via the internet
  - By phone with the option to talk with a customer services representative
  - At the parking operator's office to talk with a customer service representative in person.
- Customer complaints and issues must be logged and records kept of them.
- Employees must be appropriately trained to provide exceptional customer service.
- Each parking meter device shall have an operator name and phone number that customers can call for complaints, questions, or concerns.
- All parking tickets must have the parking operator web site and telephone number
- Customer complaints and concerns will be addressed by the close of the next business day after receiving the complaint.

**F. Signs and Markings**

All regulatory parking and no parking signs and pavement markings associated with the parking meter system will be the sole responsibility of the City of Harrisburg Office of City Engineering, Traffic Engineering Department. The City of Harrisburg Office of City Engineering, in cooperation with the Commonwealth of Pennsylvania Department of Transportation, is solely responsible for all regulatory, warning, and guide signs on their streets. Asset Manager and Operator shall not change the traffic signs and markings along the City of Harrisburg and/or Commonwealth of Pennsylvania public right of way. If Asset Manager and Operator wish to make a change, it must be coordinated with the City of Harrisburg and Commonwealth of Pennsylvania.

The Operating Standards will provide for installing and maintaining all signs and placards related to the on street parking meters. Examples of such signs might include paid parking hours and signs indicating the location of the meter device. Asset Manager and Operator shall coordinate the meter system signs that are not installed on the meter devices with the City of Harrisburg Office of City Engineering, Traffic Engineering Department.

**G. Meter Installation Standards and Guidelines**

On street parking meters installed by Asset Manager and Operator should be coordinated with the City of Harrisburg Office of City Engineering. The following standards will be followed in connection with installation of parking meter devices:

- Single space meter devices shall be located at the front of the parking stall or where the front of the vehicle should be located

- Multi-space meter devices should be installed as near as possible to the center of the parking spaces it will serve
- Multi-space meter devices shall be installed on the same side of the street as the parking stalls
- Adequate signs should be installed to direct parkers to the multi-space meter device
- Multi-space meter devices will operate a maximum of eight (8) spaces; exceptions may be granted by the Transferor
- All parking meter poles will be installed between 0.5 and 1.0 feet from the curb or edge of pavement if no curb exist
- All parking meter poles will comply with ADA laws with regard to height of the device and money/credit card device
- For parking spaces that are striped, the spaces shall be 22 to 26 feet long, except at the ends where they can be 20 feet long

#### **H. Parking Meter System Records**

Asset Manager and Operator shall maintain good records and a database of the on street parking meter system to include:

- Location of the meter device including street, side of street, and city block
- Type of meter device
- Number of spaces per meter device
- Meter device number
- Meter rates (cost per time period and maximum time period allowed)
- Maintenance performed (what was performed and when it was performed)
- Age of meter device and installation date
- Days and hours of operation
- Collection route and schedule

This information will be readily available to the Advisory Committee. An annual report will be provided to the Advisory Committee describing the meter inventory and maintenance that occurred during the previous year. Additionally, Asset Manager and Operator shall provide Transferor quarterly reports on parking meter usage in the areas with advanced technology and/or multi-space devices.

## **I. Removal of Meter Spaces for Traffic Safety and Operation**

The City of Harrisburg's Office of City Engineering, Traffic Engineering Department has the right to remove metered on street parking spaces for traffic operations, safety, or to reassign the space for other uses like loading zones or bus stops in accordance with Section 6.3 of the Asset Transfer Agreement. Traffic operation issues could include adding turn lanes, creating a pedestrian crosswalk, or creating better sight distance at an intersection or driveway. If the City deems it necessary to remove on street metered parking spaces, it will coordinate the removal with Asset Manager and Operator.

## **J. Other Topics**

The Operating Standards will cover the following additional topics:

- **Bagging Meters for Special Events**
- **Compliance with Applicable Laws**
- **Residential Parking Permits**
- **Emergency Plan**
- **Equipment Plan**
- **Safety Plan**
- **Customer Payments**
- **Recycling**
- **Vehicle Use**
- **Handicap Parking**
- **Motorcycle Parking**
- **Staffing**
- **Parking Meter System Database Requirements**
- **Hours of Operation**
- **Incident Reporting Protocol**
- **Personnel (organizational and staffing chart for meter operations and maintenance)**
- **Meter Collection Route and Schedule**

**EXHIBIT E  
TO PEDFA INTERGOVERNMENTAL COOPERATION AGREEMENT**

**SCHEDULE OF ON-STREET PARKING FEES**

**Meter Rates**

Minutes	HPA		1/1/14 Rates	
	CBD	Other	CBD	Other
10	\$0.25			
15		\$0.25	\$0.75	
30				\$0.75
60	1.50	1.00	3.00	1.50

Current Hours: Rates are in effect Monday – Friday, 8:00 am to 5:00 pm.

New Hours: Meter operation may be expanded up to 11 hours each weekday and Saturday (meters will not be operated on Sundays and Holidays) for the first five years from the date of Closing. Thereafter, the hours and days of operation will not be restricted.

**Meter Enforcement**

	Meter Violation	Late Payment
City Rate	\$14	\$11
Initial Rate	\$30	\$20

Violation and late payment rates are subject to applicable state law, such as 75 Pa.C.S. §3353(a).

**Permitted Escalation of Parking Rates**

For periods after those specified above, parking rates may be increased in each rate category (e.g. monthly unreserved) up to the greater of 3% or the Index per annum (the “Annual Cap”). Allowable rate increases are cumulative, whether or not the full inflation-related allowance is taken in any year. PEDFA is permitted to establish other reasonable charges for services not identified in this Schedule 5.

PEDFA will be allowed to operate under a dynamic framework that provides for the ability to adjust rates at different garages at different intervals, allows for the creation, changing and collapsing of rate categories, and allows for price differentiation between transient and monthly (reserved, for example) categories.

The Annual Cap applies on an average system-wide basis. For monthly garage rates, average rate means the arithmetic average of monthly rates at all garages. For transient garage rates, average rate means the arithmetic average of the transient all rates at all garages, provided that PEDFA is allowed to expand or collapse rate subcategories (e.g., deleting the 3-4 hour rate, or adding an 8-10 hour rate) so long as the average rate is within the Annual Cap. For meter rates, average rate in a given area (e.g., CBD, non-CBD) means the arithmetic average of the highest per hour charges in the area.

Monthly rates will be rounded to the nearest \$5 per month. Transient rates will be rounded to the nearest \$1.00 per period. Meter rates will be rounded to the nearest \$0.25 per period.

The Parking Enforcement Delegation Agency will have the right to raise future citation rates for meter violations so that citation rates for meter violations at all times equal or exceed 10 times the corresponding 60-minute rate at CBD meters. Citation rates will be rounded to the nearest \$5.

Note: the above rate schedules (and related averages) do not apply to any individual negotiated parking arrangements or contracts, such as the Parking Lease or valet parking.

All limitations and rate restrictions in this Schedule 5 may be exceeded to the extent necessary to achieve compliance with the Rate Covenant and the Prospective Rate Covenant.