

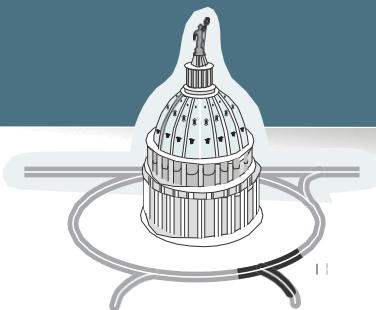


SR 0083 Section 094 Interstate 83 South Bridge Replacement Project

Dauphin County

REEVALUATION OF ENVIRONMENTAL ASSESSMENT/
FINDING OF NO SIGNIFICANT IMPACT

March 2026



HARRISBURG

I-83 CAPITAL BELTWAY
SR 0083, SECTION 094
DAUPHIN COUNTY, PA

Prepared by:
District 8-0
2140 Herr Street
Harrisburg, PA 17103-1699



Pennsylvania
Department of Transportation



U.S. Department of Transportation
Federal Highway Administration

Cooperating Agencies:

U.S. Army Corps of Engineers
U.S. Environmental Protection Agency

**REEVALUATION
of the
ENVIRONMENTAL ASSESSMENT
and
FINDING OF NO SIGNIFICANT IMPACT
for the
SR 0083 SECTION 094 DAUPHIN COUNTY
INTERSTATE 83 SOUTH BRIDGE REPLACEMENT PROJECT**

MPMS #113754

Prepared by:
U.S. Department of Transportation
Federal Highway Administration
and
Pennsylvania Department of Transportation
Engineering District 8-0

Approved by: MICHELLE LYNN GODDARD Digitally signed by MICHELLE LYNN
Date: 2026.03.27 10:46:33 -04'00' GODDARD

Date: _____
Michelle Goddard, Team Lead, Environment
Federal Highway Administration, Pennsylvania Division

Table of Contents

1	Introduction.....	1
	1.1 Reason for Reevaluation	1
2	Project Description.....	2
3	Affected Environment and Environmental Consequences Updates.....	4
	3.1 Introduction.....	4
	3.2 Natural Resources	5
	3.2.1 Surface Water Resources and Wetlands	5
	3.2.2 Threatened and Endangered Species.....	7
	3.3 Socioeconomic Analysis and Land Use.....	9
	3.3.1 Right-of-Way Acquisition, Relocations, and Displacements.....	9
	3.3.2 Local and Regional Economy	10
	3.3.3 Community Facilities and Services.....	10
	3.4 Visual Resources.....	11
	3.5 Noise	11
	3.5.1 Final Design Noise Analysis.....	11
	3.5.2 Public Meetings for Noise Barriers.....	12
	3.6 Hazardous and Residual Waste.....	12
	3.7 Cultural Resources	18
	3.8 Section 4(f) Resources	18
	3.9 Impact and Mitigation Summary	19
4	Public and Agency Coordination	33
	4.1 Public and Stakeholder Involvement.....	33
	4.2 Agency Coordination	34
5	Conclusion	35

Tables

Table 3-1. Waste Sites of Potential Concern, West Shore	14
Table 3-2. Waste Sites of Potential Concern, East Shore	15
Table 3-3. Impact Summary Table	20

Figures

Figure 2-1. South Bridge Project Plan View.....	3
Figure 2-2. South Bridge Rendering.....	4
Figure 2-3. Rendering Included in EA, Showing Open Piers	4
Figure 3-1. Noise Sensitive Areas.....	12
Figure 3-2. Waste Sites of Potential Concern.....	17

Appendices

Appendix A: Threatened and Endangered Species
Appendix B: Noise
Appendix C: Cultural Resources
Appendix D: Capital Area Greenbelt Coordination
Appendix E: Lemoyne Borough Coordination

Acronyms/Abbreviations

BMP	Best Management Practice
CACH	Capital Area Coalition on Homelessness
CAGA	Capital Area Greenbelt Association
CEQ	Council on Environmental Quality
CWA	Clean Water Act
EA	Environmental Assessment
EC	Environmental Covenant
E.O.	Executive Order
ESA	Environmental Site Assessment
FHWA	Federal Highway Administration
FONSI	Finding of No Significant Impact
HASP	Health and Safety Plan
I-83	Interstate 83
IPaC	Information for Planning and Consultation
JPA	Joint Permit Application
MBTA	Migratory Bird Treaty Act
MoFP	Management of Fill Policy
NEPA	National Environmental Policy Act
NSA	Noise-Sensitive Area
PADEP	Pennsylvania Department of Environmental Protection
PATH	Pennsylvania Transportation and Heritage
PennDOT	Pennsylvania Department of Transportation
PHMC	Pennsylvania Historical and Museum Commission
PNDI	Pennsylvania Natural Diversity Inventory
SAV	Submerged Aquatic Vegetation
South Bridge	John Harris Memorial Bridge
SP	Special Provision
SR	State Route
SWP	Site Work Plan
USACE	U.S. Army Corps of Engineers
USEPA	U.S. Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Service

1 Introduction

The Pennsylvania Department of Transportation (PennDOT), District 8-0, in coordination with the Federal Highway Administration (FHWA), has proposed the State Route (SR) 0083 Section 094 Dauphin County, Interstate 83 (I-83) South Bridge Replacement Project. The project will replace the existing John Harris Memorial Bridge (South Bridge) that carries I-83 over the Susquehanna River, Paxton Creek, and the Norfolk Southern railroad in Dauphin and Cumberland Counties, Pennsylvania. In addition to replacing the South Bridge, which is approaching the end of its serviceable lifespan, the project will replace the viaduct (bridge) from the Susquehanna River to Cameron Street in Harrisburg and reconstruct the Lemoyne and Front Street/2nd Street interchanges on each side of the bridge.

The National Environmental Policy Act (NEPA) of 1969 [42 United States Code 4332(2)(c)] requires federal agencies to evaluate the environmental effects of their proposed actions before making an informed decision. In accordance with NEPA, an Environmental Assessment (EA) was prepared for the I-83 South Bridge Project, which culminated in the issuance of a Finding of No Significant Impact (FONSI) by FHWA in February 2024. Final Design and right-of-way acquisition are approaching completion, and construction activities are anticipated to begin in summer 2026.

The project is fully programmed on the Interstate Transportation Improvement Program. Funding sources include formula funds and a Bridge Investment Program competitive grant, which was awarded in 2024.

1.1 Reason for Reevaluation

The EA was made available for public review and comment from October 17 through November 16, 2023, and FHWA issued a FONSI on February 20, 2024. Comments received during the EA comment period were considered in reaching the FONSI decision. Subsequent to the FONSI, the project advanced into final design and right-of-way acquisition.

In accordance with 23 Code of Federal Regulations 771.129, prior to granting any new approval or amending previously approved aspects of an action, FHWA, as the lead federal agency, must consult with PennDOT as the project sponsor to establish whether the approved environmental document remains valid and document this consultation as deemed appropriate.

Changes associated with preparation of the I-83 South Bridge final design plans have resulted in minor changes in the affected environment, impacts, and mitigation. This EA Reevaluation has been prepared to document the changes and determine if the original NEPA FONSI decision remains valid.

On January 20, 2025, President Trump signed Executive Order (E.O.) 14148 *Initial Rescissions of Harmful Executive Orders and Actions* and E.O. 14154 *Unleashing American Energy*. These E.O.s revoked E.O. 13990 *Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis* (January 20, 2021) and E.O. 14008 *Tackling the Climate Crisis at Home and Abroad* (January 27, 2021). Subsequently, on January 29, 2025, Secretary Duffy signed a *Memorandum for Secretarial Offices and Heads of Operating Administrations – Implementation of Executive Orders Addressing Energy, Climate Change, Diversity, and Gender*. E.O.s 14148 and 14154 also revoked E.O. 14096 *Revitalizing Our Nation's*

Commitment to Environmental Justice for All (April 21, 2023). Subsequently, on January 21, 2025, President Trump signed E.O. 14173 *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*. This E.O. revoked E.O. 12898 *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (February 11, 1994). On February 25, 2025, the Council on Environmental Quality (CEQ) published an Interim Final Rule removing CEQ's NEPA implementing regulations, effective April 11, 2025 (90 *Federal Register* 10610). As a result of these actions, FHWA will not include greenhouse gas emission, climate change, and environmental justice analyses in the federal environmental review process. Accordingly, no greenhouse gas emission, climate change, or environmental justice analyses are included in this EA Reevaluation and FONSI.

2 Project Description

The overall project, as described in the EA, has not changed. As depicted on **Figure 2-1**, the I-83 South Bridge Project would consist of: replacement of the existing South Bridge with a wider bridge, widened to the south; full depth reconstruction of I-83 between the South Bridge and just east of the Exit 41A (PA 581) interchange; reconfiguration of the I-83 Exit 41B (Lemoyne) interchange; replacement of the existing South 3rd Street (SR 2035) bridge over I-83 and the Norfolk Southern Railroad in Lemoyne Borough; relocation of Lowther Street (SR 2028) east of South 3rd Street in Lemoyne Borough; replacement of the Front Street/2nd Street interchange, including the viaduct (bridge) from the eastern end of the South Bridge to Cameron Street; and construction of associated stormwater management, lighting, signage, and noise barriers. The eastern end of the I-83 South Bridge Project is the I-83 Front Street/2nd Street interchange, which includes the viaduct from the eastern end of the South Bridge to Cameron Street. The western end of the I-83 South Bridge Project is immediately east of the I-83/PA-581 interchange.

Because of the many constraints within the project area, including the Dock Street Dam, Lemoyne Borough wastewater treatment plant, Front Street sewage pumping station, railroads on both shores of the Susquehanna River, and the Amtrak line, the proposed horizontal and vertical alignments of the bridge, viaduct, and interchanges have not changed. The project's impact footprint remains the same. The bridge pier design has changed from an open pier to a closed pier design, as shown in **Figure 2-2** and **Figure 2-3**. Discussions with the City of Harrisburg and Capital Area Greenbelt Association (CAGA) resulted in resolution of several coordination items committed to as follow ups in the EA/FONSI, which are noted in the appropriate discussions in **Chapter 3**, Affected Environment and Environmental Consequences Updates, of this EA Reevaluation.

Figure 2-1. South Bridge Project Plan View

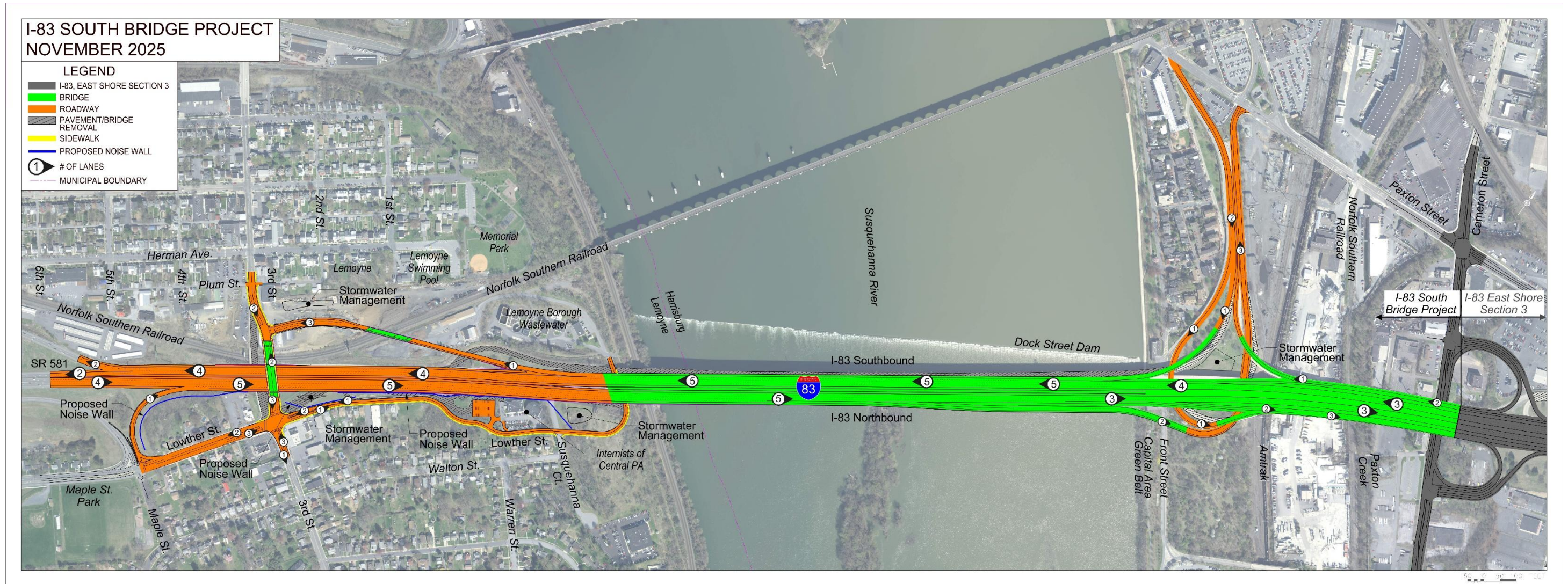


Figure 2-2. South Bridge Rendering



Figure 2-3. Rendering Included in EA, Showing Open Piers



3 Affected Environment and Environmental Consequences Updates

3.1 Introduction

As stated in the EA, and remaining valid for this EA Reevaluation, the proposed project would not impact the following resources, and no further discussion is presented:

- Coastal zones,
- Wild and scenic rivers,
- National natural landmarks,
- Wildlife sanctuaries/refuges,
- Important bird and mammal areas,
- State forest land,

- State game lands,
- Unique geological features,
- Productive agricultural resources,
- Section 6(f) resources,
- Stafford Act properties, and
- National historic landmarks.

The presence of resources, impacts on those resources, and mitigation measures have not changed since the EA for the following resources; therefore, they are not discussed further in this EA Reevaluation:

- Floodplains and flood hazards,
- Migrating fish habitat,
- Invasive species,
- Land use and planned development,
- Transit,
- Pedestrian and bicycle travel,
- Air quality, and
- Energy.

Resources for which the presence of the resource, the impacts on that resource, or the measures to mitigate impacts on that resource have changed since the EA/FONSI are discussed in the following sections. A table summarizing the impacts and mitigation measures is provided in **Section 3.9**, Impact and Mitigation Summary.

3.2 Natural Resources

3.2.1 Surface Water Resources and Wetlands

Four surface water resources are present within the project area and impacted by the project: the Susquehanna River; Paxton Creek; one palustrine forested wetland (Wetland 2) located on an island in the Susquehanna River downstream (south) of the South Bridge; and Submerged Aquatic Vegetation (SAV). Impacts on these resources are discussed in the following subsections. The resource descriptions provided in the EA remain valid. No additional surface water resources will be impacted by the project.

A Chapter 105/Section 404 Joint Permit Application (JPA) has been prepared to address project impacts as well as determine mitigation measures and procedures to be followed during project construction. The impacts and mitigation measures presented in this EA Reevaluation are based on the data contained in the JPA. The JPA is under review by the Pennsylvania Department of Environmental Protection (PADEP) and U.S. Army Corps of Engineers (USACE). The waterway permits are not yet authorized.

Susquehanna River

The proposed permanent impacts on the Susquehanna River will not result in a permanent loss of river/stream length or connectivity. Permanent impacts on the Susquehanna River will result from removing the 18 existing bridge pier lines and constructing 16 new bridge pier lines. Temporary impacts on the Susquehanna River would result due to the installation of temporary construction bridges and cofferdams (water diversions) as well as fill needed to access the

temporary construction bridges on the west shore of the river and enable trucks carrying large beams and other construction materials to turn around. The impact of existing pier removal decreased from 0.75 acre in the EA to 0.61 acre. The impact of new pier construction increased from 1.77 acres in the EA to 2.60 acres to include scour protection. The total permanent impact of 3.52 acres also includes 0.28 acre for riverbank restoration and 0.03 acre for stormwater outfalls.

Temporary impacts on the Susquehanna River for temporary construction bridges total 10.38 acres for four separate bridges, only one of which will be in the river at any given time. The EA impact was calculated at 3.24 acres for each of the four temporary construction bridges. The temporary impact due to fill placed in the river to construct the west shore temporary access road decreased from 4.02 acres in the EA to 3.74 acres. Additionally, 0.40 acre of temporary impacts and no permanent impacts will result from construction of a temporary boat ramp and riverbank restoration on the east shore of the river.

The EA quantified the area of the river that would be shaded by the proposed bridge deck, then subtracted the area of the existing bridge deck, resulting in a net increase of 5.8 acres of bridge deck. The JPA bridge deck shading calculation indicates a net increase of 5.05 acres. Although considered a permanent impact, mitigation is not required due to the height of the bridge over the water surface.

PennDOT has coordinated with USACE to develop a compensatory mitigation approach to offset permanent and temporary impacts on the Susquehanna River. Mitigation will be provided by purchasing Riverine Mitigation Bank credits. USACE has indicated preliminary agreement with this mitigation approach, pending acceptance by PADEP. In addition to compensatory mitigation, the project includes restoration of 0.61 acre of the Susquehanna River riverbed through the removal of 18 existing bridge pier lines 2 feet below the river bottom and riverbank restoration with vegetated riprap.

Paxton Creek

Paxton Creek will be spanned by the viaduct, and no permanent impacts on the concrete channel of the creek will result. Shading of the creek due to the bridge deck increased from 0.12 acre in the EA to 0.13 acre. Although considered a permanent impact, mitigation is not required due to the height of the bridge over the water surface. Additionally, 0.01 acre of temporary impacts will result from construction of a temporary bridge over Paxton Creek. The temporary bridge will span over the creek and not affect the concrete channel. Mitigation is not required for the temporary bridge because the activity will not affect the creek channel.

Wetland 2

A total of 0.23 acre of permanent impacts on Wetland 2 will result from construction of bridge piers and scour protection (0.03 acre) as well as bridge deck shading (0.20 acre). These impacts have changed minimally from the impacts presented in the EA: 0.03 acre for bridge piers and 0.22 acre for bridge deck shading. The temporary impacts on Wetland 2 for construction of the temporary construction bridges, including the trestle caissons, vegetation cutting, and bridge deck shading, total 0.72 acre, which is the same as the EA impact. Permanent impacts less than 0.05 acre are considered *de minimis*, and mitigation is not required. Mitigation is also not required for bridge deck shading impacts due to the height of the bridge over the wetland.

Temporary impacts will be monitored for 5 years. If vegetation does not regrow, PennDOT will create and implement a mitigation plan to satisfy PADEP and USACE requirements at that time.

Submerged Aquatic Vegetation

Areas of SAV are abundant in the Susquehanna River. Investigation of the SAV south of the existing I-83 bridge identified SAV areas, including water star-grass (*Heteranthera dubia*), water-celery (*Vallisneria americana*), and filamentous algae (suspected *Cladophora* spp.). The SAV areas are regulated as a part of the river and protected as critical habitat. SAV beds represent important productive fish habitat. It should be noted that the SAV areas did not contain invasive species, nor did they contain threatened or endangered species. Aerial photographs show SAV scattered throughout the river north of the project area but lacking immediately upstream of the Dock Street Dam, likely due to deeper water above the dam. SAV is also lacking immediately downstream of the dam and in the immediate vicinity of the existing I-83 bridge. SAV is prevalent again a short distance south of the existing I-83 bridge, continuing downstream of the project area.

In the EA as well as the JPA, impacts were calculated using 2019 aerial imagery. The replacement bridge would shade 0.58 acre of SAV and impact 0.1 acre of SAV for pier placement. During construction, 0.66 acre of SAV would be impacted due to the temporary construction bridges. Because of the reproductive nature of the SAV species, dependency on water velocities, and sediment deposits in the river, the SAV habitat is dynamic and shifts seasonally according to river features. Therefore, the impact is expected to be similar to the EA estimates.

Because of the abundance of SAV within this portion of the Susquehanna River and extending downstream approximately 14 river miles to the York Haven Dam, the permanent and temporary impacts on SAV are not anticipated to have a meaningful impact on aquatic life in the river. Prior to instream construction, PennDOT will evaluate the most recent available aerial imagery to determine the location and extent of SAV within the proposed project limits of disturbance. The impacts on SAV will be monitored for 3 years post-construction to ensure the beds reestablish naturally. If it is determined after 3 years of post-construction monitoring that the SAV is reduced by more than 20 percent, PennDOT will develop a compensatory mitigation plan to satisfy PADEP and USACE requirements at that time.

3.2.2 Threatened and Endangered Species

Coordination was conducted with the Pennsylvania Natural Heritage Program through the Pennsylvania Conservation Explorer and Pennsylvania Natural Diversity Inventory (PNDI) Environmental Review online process on June 2, 2025 (PNDI Receipt No. 718369). The PNDI receipt indicated a potential impact on an unidentified species under U.S. Fish and Wildlife Service (USFWS) jurisdiction. Further coordination with USFWS identified three bat species: Indiana bat (*Myotis sodalis*), listed endangered; northern long-eared bat (*Myotis septentrionalis*), listed endangered; and tricolored bat (*Perimyotis subflavus*), proposed threatened. The PNDI receipt at the time of the EA only identified concern for the northern long-eared bat.

A USFWS-qualified bat surveyor reviewed as-built engineering plans, photographs from the past several South Bridge inspections, and aerial images as well as conducted a limited survey of the bridge (southbound spans 4 through 21) using a snoop truck and a GoPro on July 28 through 30, 2025. The surveyor observed no evidence of bat presence or bat use of the bridge. Given the

bridge is steel with limited concrete areas potentially attractive to bats and has heavy traffic, vibration, and noise levels, the surveyor concluded that it is unlikely that bats are using any parts of the bridge or forested habitat immediately adjacent to the bridge area for roosting. A bat survey report was drafted and shared with USFWS.

Pursuant to FHWA's Programmatic Biological Opinion for transportation projects within the range of the Indiana bat, northern long-eared bat, and tricolored bat, a Determination Key was completed in USFWS's Information for Planning and Consultation (IPaC) online system to satisfy the requirements of Section 7 of the Endangered Species Act of 1973, as amended. A finding of "may affect, not likely to adversely affect" was received. The PNDI receipt is valid until June 2, 2027, and will be updated every 2 years during the construction period.

Appendix A includes the PNDI receipt, IPaC species list, and USFWS determination letter.

At the time of the EA, tree cutting for the project was restricted (i.e., not allowed) during the period from May 15 through August 15. With the identification of additional bat species of concern, the tree cutting restriction was extended to cover the period from April 1 through November 15. The project will adhere to avoidance measures identified in the Determination Key that are applicable to the project. The project area does not include known hibernacula, caves, sinkholes, losing streams, or springs, and the project has been designed to minimize removal of trees, as shown on the project plans. The contractor will be notified that the project area is within the range of protected bat species and to limit tree removal to the limits of disturbance shown on the project plans and surveyed/staked in the field.

Additionally, PennDOT committed to conducting a pre-demolition bat and migratory bird survey on the bridge. The construction contract will include a special provision that requires the contractor to conduct a survey for state and federally protected bats and birds protected by the Migratory Bird Treaty Act (MBTA) prior to performing demolition work. As noted above, the bridge conditions are such that it is unlikely that bats are using the bridge; however, if bats are found during the survey, demolition of the bridge will be restricted to the winter months and further consultation with USFWS will be conducted. If birds protected by the MBTA are found during a survey, coordination will take place with USFWS and the Pennsylvania Game Commission as appropriate. Possible techniques to minimize impacts on bridge nesting birds could include:

- Implementing measures to prevent bird nesting prior to bridge demolition
- Having a qualified avian field technician monitor bird activity and behavior to ensure the activity does not cause nest abandonment or direct harm to birds
- Timing bridge demolition to occur outside the nesting season

If a take of a bird protected by the MBTA is unavoidable, the contractor will work with PennDOT District 8-0 to document the reasons why the take is necessary.

The IPaC species list identified one other species with the status of endangered, the Northeastern bulrush (*Scirpus ancistrochaetus*). The species profile notes that the Northeastern bulrush is proposed for delisting; a *Federal Register* notice was issued for delisting in July 2024, but final notice has not yet been published. Preferred habitat for the bulrush is shallow, seasonal wetlands such as vernal pools, sinkhole ponds, and beaver ponds with fluctuating water levels exposing mud flats for germination. No vernal pools are within the project area, and the only wetlands within the project area are palustrine forested and scrub-shrub wetlands on islands downstream of the existing bridge. While water levels of the island wetlands fluctuate, Northeastern bulrush

is not typically found along riverbanks. A coordination letter was sent to USFWS regarding the Northeastern bulrush, including the wetland report for the project; **Appendix A** includes USFWS's response letter indicating concurrence that the project is "not likely to adversely affect" the Northeastern bulrush.

The IPaC species list also included a proposed threatened mussel, green floater (*Lasmigona subviridis*); a proposed endangered butterfly, Eastern regal fritillary (*Argynnis idalia idalia*); and a proposed threatened butterfly, Monarch butterfly (*Danaus plexippus*). While mussel species are known to be present in the Susquehanna River above City Island, the project's location immediately downstream of the Dock Street Dam makes it unlikely that suitable mussel habitat is present within the project area. Preferred habitat for the Eastern regal fritillary includes open, sunny, damp meadows and marshes, which are not present within the project limits. Monarch butterflies require milkweed for their larval stage and nectar producing flowers for their adult stage. The herbaceous vegetation within the project area is primarily found within the PennDOT right-of-way or adjacent residential yards, which are regularly mowed. Given these conditions, there is minimal opportunity for the egg-caterpillar-butterfly stage. Based on this information, it is unlikely that these three proposed species would be adversely affected by the project.

3.3 Socioeconomic Analysis and Land Use

3.3.1 Right-of-Way Acquisition, Relocations, and Displacements

The project required temporary and/or permanent acquisition from 33 properties. Land from 18 properties was needed for temporary construction easements and other permanent acquisitions. The project required the acquisition of 12 properties solely for temporary construction easements and acquired 3 properties as total takes. Additionally, PennDOT acquired a reversionary estate from a property that was condemned during the early 1980s to mitigate acquisition of parking from a business. The I-83 South Bridge Project will not result in any residential displacements.

The 3 total acquisitions and the reversionary estate are:

- Lemoyne Harrisburg Development: This is an undeveloped property south of I-83 on the west shore, where an equipment staging area and temporary access road will be built to provide construction access from I-83 across the Norfolk Southern Railroad, then down to the Susquehanna River.
- Phoenix Associates: This is an undeveloped property adjacent to and south of the I-83 Front Street/2nd Street interchange. The property is needed for replacing and widening the South Bridge south of the existing bridge and for construction material staging and access. This property was discussed as a partial take in the EA; however, it became a total acquisition based on federal regulations, requiring PennDOT to make an uneconomic remnant offer to the property owner. Once the offer was made, the property owner exercised their right to sell the remaining property to PennDOT.
- The Dauphin Deposit Trust Company: This property was not discussed in the EA. It is located south of Lowther Street in Lemoyne. The property appears to be a street that was not opened to traffic. PennDOT acquired the entire undeveloped property to mitigate the parking area acquired from the Medical Internist property.
- The Helen Ludow property: This property was not discussed in the EA. PennDOT acquired it as a total take for local roads and streets during the early 1980s. This

acquisition served as the real property interest needed to construct the current Lowther Street configuration. After an extensive search of courthouse records, PennDOT could not determine if it had acquired the property in fee simple or as a highway easement. In order to construct the new Lowther Street and provide parking mitigation for the Medical Internist property, PennDOT condemned Ludlow's reversionary estate.

One commercial enterprise, Macy Holdings along South 3rd Street and the Norfolk Southern Railroad in Lemoyne, was described as a partial take in the EA. The business was described in the EA as a recycling and salvage operation. The proposed I-83 southbound exit ramp in Lemoyne (Ramp X) will impact four buildings and adjacent land north of the South 3rd Street intersection. The EA acknowledged that this business may be displaced as a result of the project and would likely move out of Lemoyne Borough due to the lack of available parcels of a similar size in the Borough and good highway access. During right-of-way acquisition, the remaining property was determined to be an uneconomic remnant, and an offer was made to the property owner. Macy Holdings retained the remnant portion of their property on the western side of Plum Street and plans to continue some portions of the business, although the recycling and salvage yard would no longer operate at this location. It was determined that this property was not a total acquisition.

Berkley's Garage is a remnant property that is part of a larger commercial parcel owned by the same entity that owns Savannah's on Hanna, Club XL, business offices, and a storage facility. The project would temporarily affect parking for these businesses. PennDOT conducted an extensive parking study of all the parcels, determined the viability of the businesses, and calculated damages (monetary compensation) for the property.

3.3.2 Local and Regional Economy

As described in the EA, the project is likely to result in a minor loss of property tax revenue for Cumberland County, Lemoyne Borough, West Shore School District, and Harrisburg School District because land acquired for the project would no longer be subject to local property taxes. The loss of the recycling and salvage yard portion of the Macy Holdings business, while permanent, would have a minor impact on the tax base overall. The project also has the potential to influence the location of new development as mobility improves. New development could benefit the tax base (e.g., property, earned income, hotel, personal taxes) and provide additional economic opportunities. These impacts are expected to be minor but long term. It is unknown if the additional property tax generated by potential new development would be sufficient to offset the loss of property tax.

3.3.3 Community Facilities and Services

Capital Area Greenbelt

The Capital Area Greenbelt is part of the historic Harrisburg City Parks 7 Parkway Plan. It is a 20-mile loop trail with on-road and dedicated paths for bicycle, pedestrian, and non-motorized activities. As described in the EA, the Greenbelt Trail will be temporarily affected by construction activity. Trees planted along the Greenbelt Trail will also be removed and replaced. These impacts are expected to be minor, have been accounted for, and are being mitigated as part of the project. Refer to **Section 3.8**, Section 4(f) Resources, for more information.

Unsheltered Community

The EA described an encampment of unsheltered persons located in Harrisburg under the existing South Bridge and associated ramp structures as well as on private property southeast of the bridge. Much of this area is needed to widen the bridge and for use as a staging area for project construction. PennDOT acquired this private property, formerly owned by Phoenix Associates, LLC. Prior to the purchase, PennDOT coordinated with the Capital Area Coalition on Homelessness (CACH), Dauphin County, the City of Harrisburg, the Governor's Office, and other local service organizations to arrange for the relocation of the unsheltered persons and provide services to ease the effects to this community. AMiracle4Sure, a Harrisburg non-profit organization, purchased a vacant property on Shanois Street south of I-83 and made improvements for tent camping, potable water, toilet facilities, personal property storage, and other amenities, and offered spots to the unsheltered community free of charge. Relocation services to other shelter locations in the Harrisburg area were also provided by Dauphin County, CACH, and others. The encampment on PennDOT property is now vacated and cleared of debris, and construction fencing has been installed to secure the site for construction purposes.

3.4 Visual Resources

The views of the new South Bridge and upgraded roadway and interchanges as well as from the new roadway and bridge remain unchanged from what was reported in the EA/FONSI. As noted in the project description and shown on **Figure 2-2** and **Figure 2-3**, the bridge pier design was changed from an open pier design to a closed pier design; however, the number and locations of the bridge piers remain the same.

Additionally, because it would be difficult to maintain the lights, it was decided, in coordination with the City of Harrisburg, that there would be no under-bridge lighting on the South Bridge structure.

3.5 Noise

3.5.1 Final Design Noise Analysis

A *Final Design Noise Report* was prepared for the project. The report is in the project technical files, and the letter documenting FHWA's concurrence with the findings of the report is provided in **Appendix B**. The latest project design plans were used to reassess impacts on adjacent noise-sensitive land uses. The updated analysis confirmed two noise-sensitive areas (NSAs) warrant consideration of noise abatement, noise abatement measures are feasible at these locations, and noise barriers are reasonable from a cost/benefit viewpoint. NSA-2 and NSA-3 are both located in Lemoyne Borough on the southern side of I-83, as shown on **Figure 3-1**.

Figure 3-1. Noise Sensitive Areas



3.5.2 Public Meetings for Noise Barriers

Owners of benefitted residential receptors in the NSA-2 and NSA-3 vicinity were invited to attend a noise public meeting that took place on November 19, 2025, from 6:00 to 7:00 p.m. at Trinity Lutheran Church of God, 2000 Chestnut Street, Camp Hill. Benefitted residential receptor owners and renters were asked to vote on whether they wanted a noise barrier constructed or preferred no noise barrier. They were also asked to vote on the color and texture of the residential-facing side of the noise barrier, assuming a noise barrier was to be constructed.

The majority of those voting voted in favor of noise barrier construction; therefore, noise barriers will be constructed for NSA-2 and NSA-3. The preferred barrier design for the residential-facing side of the barrier was gray ashlar stone for NSA-2 and tan ashlar stone for NSA-3.

3.6 Hazardous and Residual Waste

Multiple reports evaluating project area contaminated sites were prepared for this project. The assessments were performed in accordance with PennDOT's *Waste Site Evaluation Procedures Handbook* (PennDOT Publication 281, May 2019). Phase I Environmental Site Assessments (ESA) were performed to identify waste sites of concern that have the potential to adversely affect the project. A Phase I ESA was prepared for the project area from Lemoyne to the bridge abutment on the east shore. The viaduct east to Cameron Street and the Front Street/2nd Street interchange were evaluated as part of the I-83 East Shore Section 3 Project ESA.

The purpose of the Phase I ESAs was to address the likelihood of environmental contamination. Based on findings and recommendations of the Phase I ESA, Phase II/III ESAs were conducted at sites of concern to identify the presence or absence of underground storage tank system components as well as other sources of hazardous and/or residual waste. Soil and groundwater samples were collected and analyzed, as appropriate, to characterize potentially contaminated soils and groundwater. The results were reviewed along with consideration of the project design (i.e., planned construction and use of property, excavation depths, potential to encounter contaminated soil or groundwater) to determine appropriate strategies to manage waste materials during construction.

Table 3-1 and **Table 3-2** provide a summary of the sites of concern within the project area. In these tables, waste sites are separated by east shore and west shore locations. These waste sites are also shown in **Figure 3-2**. Based on the data collected and assessment of potential to encounter waste materials during project construction, seven waste sites on the east shore and four waste sites on the west shore have the potential to impact the project. Special Provisions (SP) will be included in the construction contract, with specific instructions to appropriately manage potential waste materials and associated risks, in accordance with applicable local, state, and federal regulations. **Table 3-1** and **Table 3-2** include descriptions of the sites and the SPs to be implemented during construction. Cleaning up sites with past contamination would benefit the area.

PennDOT conducted inspections of some, but not all, project bridges and interchange ramp structures to determine the presence or absence of asbestos-containing material and lead-based paint. The data collected was used to determine appropriate steps to take during bridge demolition, construction debris handling, and disposal. SPs will be included in the construction contract to conduct additional bridge and ramp structure inspections, as appropriate, and to manage and handle regulated materials and waste.

Table 3-1. Waste Sites of Potential Concern, West Shore

Waste Site ID#	Site Name	Site Description and Potential Impacts	Planned Mitigation Measures
WS-1	Norfolk Southern Railroad	WS-1 is an active railroad. Excavation is proposed for the I-83 southbound exit ramp (Ramp X) crossing the railroad, between the railroad corridor and I-83, and for drainage pipes crossing the railroad.	<ul style="list-style-type: none"> • Prepare Health and Safety Plan (HASP) and Site Work Plan (SWP) • Manage with SP for soil per PADEP’s Management of Fill Policy (MoFP)
WS-2	Former Firestone Motors Site	WS-2 is currently a salvage yard for used concrete and other construction materials, and heavy vehicles are repaired and maintained on the site. Historically, the site was used as an automobile salvage yard since the 1950s. An Environmental Covenant (EC) prohibits the use of groundwater for any purpose other than monitoring, restricts the property to non-residential land use, and requires maintenance of an asphalt and gravel soil cap covering most of the property. Any excavation into this cap must be conducted in accordance with the site’s Soil Management Plan. The EC also requires PADEP notification of any changes in land use or ownership. Excavation is proposed for the I-83 southbound exit ramp (Ramp X) and drainage pipes.	<ul style="list-style-type: none"> • Prepare HASP and SWP • Manage soil excavation with SP per PADEP’s MoFP • Include contingency soil sampling, analysis, disposal, and reporting • If groundwater is encountered, manage with liquid sampling and disposal SP • Notify PADEP of change in land use/ownership per the EC • Provide plans to PADEP prior to construction showing how the cap will be maintained during and post construction
WS-3	SE Corner of Susquehanna Court and Lowther Street	WS-3 is currently vacant but was historically a quarry. Excavation is proposed for the Lowther Street relocation, west shore river access road, staging area, and bridge abutments and piers.	<ul style="list-style-type: none"> • Prepare HASP and SWP • Manage soil excavation with SP per PADEP’s MoFP
WS-4	Hess 38419	WS-4 is currently vacant but was historically a gasoline fueling station since the 1940s. Minor, shallow excavations for sidewalk and curb upgrades are proposed.	Based on current design, no further action is required.
WS-5	Turkey Hill 91	WS-5 is currently a gasoline station and has likely been a gasoline station since the 1980s. Minor, shallow excavations for sidewalk and curb upgrades are proposed.	Based on current design, no further action is required.

Waste Site ID#	Site Name	Site Description and Potential Impacts	Planned Mitigation Measures
WS-6	Lemoyne Wastewater Treatment Plant	WS-6 is currently a municipal property that contains a wastewater treatment facility as well as a storage and operations area for the Borough's highway department. The site was formerly a limestone quarry. Excavation is proposed for the abutment associated with a roadway crossing spanning the railroad.	<ul style="list-style-type: none"> • Prepare HASP and SWP • Manage soil excavation with SP per PADEP's MoFP • Include contingency soil sampling, analysis, disposal, and reporting • If groundwater is encountered, manage with liquid sampling and disposal SP
WS-7	Lemoyne Mobil 41	WS-7 is currently a fast-food restaurant but was formerly an automobile service and gasoline fueling station. Minor, shallow excavations for sidewalk and curb upgrades are proposed.	Based on current design, no further action is required.
WS-8	Lemoyne Mart	WS-8 is currently a gasoline fueling station and has been a gasoline fueling station since the 1970s. The site was formerly a garage and tin shop during the early 1900s. Minor, shallow excavations for sidewalk and curb upgrades are proposed.	Based on current design, no further action is required.

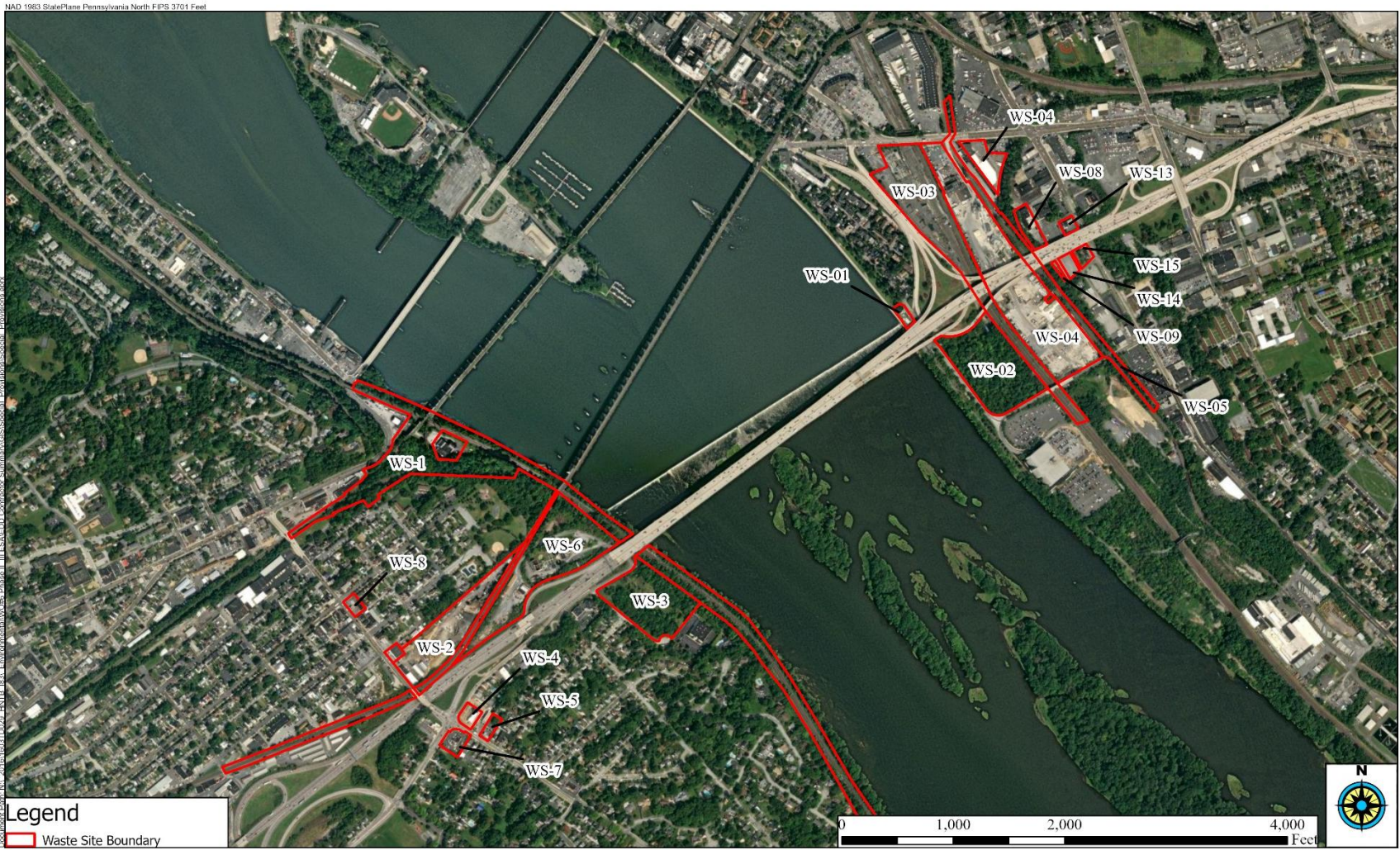
Table 3-2. Waste Sites of Potential Concern, East Shore

Waste Site ID# ^a	Site Name	Site Description	Potential Impacts/ Recommendation
WS-01	Front Street Pump Station	WS-01 is the site of a pump station for the City of Harrisburg. Excavation is proposed for deep foundations between the pump station building and the viaduct.	<ul style="list-style-type: none"> • Prepare HASP and SWP • Manage soil excavation with SP per PADEP's MoFP • Include contingency soil sampling, analysis, disposal, and reporting • If groundwater is encountered, manage with liquid sampling and disposal SP
WS-02	Phoenix Associates Property	WS-02 is a vacant property that was formerly an iron and steel manufacturing facility for 100 years. Excavation is proposed for new Front Street/2nd Street intersection ramps. The property will be used for construction access and material staging.	<ul style="list-style-type: none"> • Prepare HASP and SWP • Manage soil excavation with SP per PADEP's MoFP • If groundwater is encountered, manage with liquid sampling and disposal SP
WS-03	Amtrak Crossing	WS-03 is currently and was historically a railroad. Excavation is proposed for ramp upgrades immediately west of the railroad.	<ul style="list-style-type: none"> • Prepare HASP and SWP • Manage soil excavation with SP per PADEP's MoFP

Waste Site ID# ^a	Site Name	Site Description	Potential Impacts/ Recommendation
WS-04	Pennsy Paxton Street	WS-04 is a construction product supply company and historically included a gas station and automobile repair facility. Excavation is proposed for pier installation.	Based on results of soil samples collected in geotechnical borings, no further action is required.
WS-05	Amtrak 2nd Crossing	WS-05 is currently and was historically a railroad. Excavation is proposed for a new foundation between the railroad and Paxton Creek as well as for existing pier removal.	<ul style="list-style-type: none"> • Prepare HASP and SWP • Manage soil excavation with SP per PADEP’s MoFP
WS-08	Savannah’s on Hanna	WS-08 is currently a nightclub and was historically an automobile repair facility. Minor, shallow excavations for sidewalk and curb upgrades are proposed.	Based on current design, no further action is required.
WS-09	Former Berkleys Garage	WS-09 is an undeveloped site that was historically an automobile repair facility. Excavation is proposed for bridge piers and a stormwater pipe.	<ul style="list-style-type: none"> • Prepare HASP and SWP • Manage soil excavation with SP per PADEP’s MoFP • If groundwater is encountered, manage with liquid sampling and disposal SP
WS-13	Dobson Properties Sales & Rentals	WS-13 was historically an automobile repair facility. Excavation is proposed for bridge piers.	<ul style="list-style-type: none"> • Prepare HASP and SWP • If groundwater is encountered, manage with liquid sampling and disposal SP
WS-14	Former Kochenour H Revere Garage	WS-14 is an undeveloped site that was historically an automobile repair facility. Excavation is proposed for bridge piers.	<ul style="list-style-type: none"> • Prepare HASP and SWP • Manage soil excavation with SP per PADEP’s MoFP
WS-15	Former Mark Cleaners	WS-15 was historically a gas station and a dry-cleaning facility. Excavation is proposed for bridge piers.	<ul style="list-style-type: none"> • Prepare HASP and SWP • Manage soil excavation with SP per PADEP’s MoFP • If groundwater is encountered, manage with liquid sampling and disposal SP

^a Waste Site IDs were presented in the EA as “ES” (east shore) and “WS” (west shore) to distinguish from the overlapping numbering scheme. Leading zeros were added to the east shore Waste Site IDs in this EA Reevaluation so that each waste site has a unique ID number.

Figure 3-2. Waste Sites of Potential Concern



3.7 Cultural Resources

PennDOT's Cultural Resource Professional posted an updated design plan and Section 106 finding to PennDOT's Pennsylvania Transportation and Heritage (PATH) website on September 19, 2025 (see **Appendix C**). There is no change to the Section 106 findings for the individual historic resources, and the overall Section 106 effect finding remains the same: Historic Properties Affected – No Adverse Effect and no effect upon archaeological resources.

3.8 Section 4(f) Resources

The EA identified one Section 4(f) resource that will be used by the project. The Capital Area Greenbelt is protected under Section 4(f) as a recreational resource and an eligible historic resource, the Harrisburg City Parks 7 Parkway Plan. PennDOT, in coordination with the City of Harrisburg and the Pennsylvania Museum Commission as the officials with jurisdiction over the resource, has determined that the project will result in a *de minimis* use of the Capital Area Greenbelt. No other Section 4(f) resources are used by the project.

The area of right-of-way take within the Capital Area Greenbelt has not changed since FHWA's *de minimis* impact determination. PennDOT has since purchased required right-of-way, required aerial easement, required drainage easement, and temporary construction easement on the property formerly owned by Phoenix Associates, LLC, south of I-83, and temporary construction easement on the Harrisburg Sewerage Authority property north of I-83. This right-of-way acquisition is in the City of Harrisburg, where the Capital Area Greenbelt extends along the east shore of the Susquehanna River. As discussed in **Section 3.3.1, Right-of-Way Acquisition, Relocations, and Displacements**, the Phoenix Associates property was described as a partial acquisition in the EA; however, the entire property was purchased at the request of the property owner during right-of-way negotiations. Only the portion of the property west of South Front Street is within the footprint of the Capital Area Greenbelt; therefore, the additional property purchased east of South Front Street is not protected under Section 4(f).

Since the EA and FONSI decision, coordination with CAGA and the City of Harrisburg, the official with jurisdiction, has been ongoing, and mitigation details for the Section 4(f) use have evolved over time. The following avoidance, minimization, and mitigation measures will be implemented:

- The Greenbelt Trail will be maintained during construction with a trail detour, allowing for continued use of the Greenbelt during construction.
 - The upper trail will be temporarily detoured during construction to a path along South Front Street.
 - The lower trail (the concrete path along the river also called the Riverwalk) will be closed in the construction zone under the bridge, and signs will be placed upstream near the railroad bridge to direct trail users to use the trail detour route along South Front Street.
 - The contractor will:
 - Use flaggers and temporary barriers to control use of the trail detour along South Front Street as necessary for safety during overhead construction activities.
 - Coordinate with CAGA regarding trail detours and temporary closures.

- Upon completion of construction, the Greenbelt Trail and area under the South Bridge will be restored to better than existing conditions. The contractor will:
 - Construct a paved automobile parking area with lighting under the bridge.
 - Reconstruct the Greenbelt ramp area on the southern side of the parking area.
 - Restore connections to the upper trail and lower trail under I-83.
 - A comfort station, benches, bike racks, and a bike repair station will not be provided because the City of Harrisburg has not agreed to maintain the facility.
- For the Greenbelt Trail area south of I-83 within the temporary construction easement where trees will be removed, the contractor will:
 - Coordinate with CAGA to determine the desired species of replacement trees.
 - Plant replacement trees.
 - Store memorial plaques removed from trees and coordinate with CAGA before reinstalling stored plaques or replacing with new plaques provided by CAGA.
 - Update the tree directory with species and memorial plaque names.

With implementation of these mitigation measures, the project will not adversely affect the functions and qualities of the Capital Area Greenbelt on a permanent or temporary basis, and a *de minimis* impact determination remains appropriate.

As an eligible historic property, a No Adverse Effect finding was made for the property under Section 106 of the National Historic Preservation Act, and the Pennsylvania Historical and Museum Commission (PHMC) concurred with the effect finding. Appendix C of the EA includes a copy of this concurrence letter.

FHWA, in coordination with officials with jurisdiction, made the *de minimis* impact determination on May 2, 2019; Appendix D of the EA includes a copy of the *de minimis* use form. **Appendix D** provides more recent correspondence with the officials with jurisdiction over the Capital Area Greenbelt. **Appendix C** provides more recent Section 106 coordination.

3.9 Impact and Mitigation Summary

Table 3-3 summarizes key potential impacts of the South Bridge Project and mitigation measures proposed to address those impacts. Separate columns in the table are provided to allow comparison of the impacts presented in the EA and the current impacts being considered in this EA Reevaluation. Additional details are included in **Chapter 3** of this EA Reevaluation and in the EA and FONSI.

Table 3-3. Impact Summary Table

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
Surface Water Resources	<p>Susquehanna River</p> <ul style="list-style-type: none"> • 4.02 acres of temporary fill in the river due to west shore temporary access road • Temporary construction bridges (4 separate bridges); each of the 4 bridges would impact approximately 3.22 acres of deck/ 0.02 acre for support piers • 0.75 acre of existing pier removal • 1.77 acres of new piers • Proposed South Bridge would shade 14.33 acres of river (net increase of 5.8 acres) <p>Paxton Creek</p> <ul style="list-style-type: none"> • Paxton Creek bridge would shade 0.12 acre of creek • The viaduct would span Paxton Creek and have no instream impacts 	<p>Susquehanna River</p> <ul style="list-style-type: none"> • 3.74 acres of temporary fill in the river due to west shore temporary access road • Temporary construction bridges (4 separate bridges); 10.38 acres total • 0.40 acre of temporary impacts for east shore boat ramp and restoration • 3.52 acres total of permanent impact for bridge removal, installation, and riverbank restoration <ul style="list-style-type: none"> ○ 0.61 acre of existing pier removal ○ 2.60 acres of new piers and scour protection ○ 0.28 acre of restoration ○ 0.03 acre of outfalls • Proposed South Bridge would shade 5.05 acres of river (net increase) <p>Paxton Creek</p> <ul style="list-style-type: none"> • Paxton Creek bridge would shade 0.13 acre of creek • 0.01 acre of temporary impact for construction access • The viaduct and temporary bridges will span Paxton Creek and have no instream impacts 	<ul style="list-style-type: none"> • Obtain a Clean Water Act (CWA) Section 404/PADEP Chapter 105 permit to address the temporary construction and permanent impacts on surface water resources • Use temporary trestle bridges to minimize river impacts • Remove temporary fill after construction is complete and restore the river shoreline • Prepare a bridge maintenance project plan for the U.S. Coast Guard • Implement an erosion and sedimentation control plan and best management practices (BMP) • Install dam warning signs and buoys up- and downstream of the Dock Street Dam in accordance with the Final Aids to Navigation plan developed with the resource agencies and City of Harrisburg • Purchase mitigation bank credits to offset impacts • Remove existing bridge piers 2 feet below the river bottom

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
Wetlands	<ul style="list-style-type: none"> • 0.31 acre of temporary wetland island impact due to construction bridges • 0.41 acre of vegetation cutting on island wetland (includes area of temporary wetland impact due to construction bridge) • 0.03 acre of permanent impact for bridge pier on island wetland • Proposed bridge would shade 0.22 acre of island wetland 	<ul style="list-style-type: none"> • 0.72 acre of temporary wetland island impact due to construction bridges (includes trestle caissons, shading, and vegetation cutting) • 0.03 acre of permanent impact for bridge pier on island wetland • Proposed bridge would shade 0.20 acre of island wetland 	<ul style="list-style-type: none"> • Obtain a CWA Section 404/PADEP Chapter 105 permit to address the temporary construction and permanent impacts on wetlands • Replant the island and reestablish the shoreline once the temporary construction bridge/causeway is removed; monitor for 5 years • Clear trees from the river island but do not grub to maintain root structure and stability of the island
Floodplains	<ul style="list-style-type: none"> • Slight decrease in permanent flood hazards • Temporary impact during construction would not affect additional structures based on modeling 	<p>Susquehanna River</p> <ul style="list-style-type: none"> • No increase in water surface elevations for build condition; therefore, no permanent flood hazard • Construction would temporarily increase water surface elevations but would not affect additional structures <p>Paxton Creek</p> <ul style="list-style-type: none"> • No substantial encroachment of the floodplain • Viaduct would span stream channel 	<ul style="list-style-type: none"> • Develop a plan to address potential ice dams and flooding during construction, including removal of equipment from the temporary construction bridges when prudent

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
Fish Habitat	<p>SAV</p> <ul style="list-style-type: none"> • Construction could result in temporary impacts on SAV and fish species inhabiting the river • South Bridge would shade 0.58 acre of SAV and impact 0.1 acre for pier placement • During construction, 0.66 acre of SAV would be impacted temporarily <p>Smallmouth Bass Spawning Avoidance Measure</p>	<p>SAV</p> <ul style="list-style-type: none"> • SAV habitat is dynamic; impacts expected to be similar to EA estimates <p>Smallmouth Bass Spawning Avoidance Measure</p>	<p>SAV</p> <ul style="list-style-type: none"> • Monitor the SAV beds for 3 years after construction to ensure they reestablish naturally <p>Smallmouth Bass</p> <ul style="list-style-type: none"> • Do not work in the river (construction/removal of causeways) between May 1 and June 15 • Construct the temporary construction bridge sections (trestles) to ensure fish and eel passage is maintained during construction
Invasive Species	<ul style="list-style-type: none"> • Construction equipment could spread invasive species 	<ul style="list-style-type: none"> • Same as EA/FONSI impacts 	<ul style="list-style-type: none"> • Follow PennDOT’s invasive species guidance and BMPs (PennDOT Publication 756 [2014]) during construction to minimize the potential for invasive species to take root or spread during construction • Obtain permit to comply with quarantine and treatment procedures for the spotted lanternfly (<i>Lycorma delicatula</i>) during construction
Threatened and Endangered Species	<ul style="list-style-type: none"> • Northern long-eared bat spring staging/fall swarming habitat Avoidance Measure (do not cut trees during pup season, May 15 to August 15) 	<ul style="list-style-type: none"> • Northern long-eared bat, Indiana bat, and tricolored bat Not Likely to Adversely Affect Determination Avoidance Measure (do not cut trees during active season, April 1 to November 15) 	<ul style="list-style-type: none"> • Notify the contractor that the project area is within the range of protected bat species • Do not cut trees between April 1 and November 15 • Limit tree removal to the limits of disturbance shown on the project plans and surveyed/staked in the field • Pre-demolition bridge survey for bats and migratory birds by qualified biologist as per contract special provision

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
<p>Transit Systems, Vehicular and Commercial Traffic</p>	<ul style="list-style-type: none"> • Congestion and safety problems remedied, benefitting local and long-distance travelers as well as transit routes using the proposed South Bridge and South 3rd Street Bridge • During construction, short delays or detours may be necessary 	<ul style="list-style-type: none"> • Same as EA/FONSI impacts 	<ul style="list-style-type: none"> • Stage construction of the new South Bridge structures, new South 3rd Street Bridge, and the viaduct from the eastern end of the South Bridge to Cameron Street to maintain travel lanes by constructing the new structures adjacent to the existing ones, then shifting traffic onto the new structures • Coordinate with Capital Area Transit and Rabbittransit to reduce impacts to service during project construction • Install warning signs, speed restrictions, detours, and work zone safety measures during the construction period based on a Maintenance and Protection of Traffic Plan • Prepare a Traffic Management Plan, including details on communicating with travelers, City of Harrisburg officials, emergency service providers, and school districts and businesses to keep them informed of temporary detour routes, lane closures, and construction timing • Add signs to direct trucks to the industrial complex near 10th Street in Lemoyne

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
Pedestrian and Bicycle Travel	<ul style="list-style-type: none"> • Replacement of the South 3rd Street Bridge would provide improved bicycle and pedestrian facilities • During construction, short delays or detours may be necessary • During construction, the Capital Area Greenbelt Trail would be relocated around the construction staging area; trail continuity would be maintained in this way throughout construction 	<ul style="list-style-type: none"> • Same as EA/FONSI impacts 	<ul style="list-style-type: none"> • Maintain bicycle and pedestrian travel across South 3rd Street Bridge during construction • See mitigation for Transit Systems, vehicular and commercial traffic; the Maintenance and Protection of Traffic Plan and Traffic Management Plan will include provisions for pedestrians and bicyclists • Temporarily re-route the Capital Area Greenbelt Trail around the construction staging area on the east shore during construction; include improvements to the trail to offset effects on this recreational resource; see mitigation for Section 4(f) resources
Land Use and Community Cohesion	<ul style="list-style-type: none"> • Consistent with adopted plans • Replacement of the South 3rd Street Bridge would provide improved neighborhood connections 	<ul style="list-style-type: none"> • Same as EA/FONSI impacts 	<ul style="list-style-type: none"> • See mitigation for Transit Systems, vehicular and commercial traffic

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
Right-of-Way Acquisition, Relocations, and Displacements	<ul style="list-style-type: none"> • 36 parcels in total • Approximately 22 parcels would require temporary construction or aerial easement <ul style="list-style-type: none"> ○ 1 business affected by temporary construction easements needed for construction of the viaduct on the east shore (business may be able to continue operations during construction) • 13 partial (but permanent) acquisitions anticipated: <ul style="list-style-type: none"> ○ 1 business is affected by the southbound off ramp of the Lemoyne Interchange, including demolition of structures (business may continue operation on its remaining property) ○ Requires construction staging in an area currently occupied by an unsheltered community encampment • 1 total acquisition of an undeveloped parcel with no structures 	<ul style="list-style-type: none"> • 33 parcels in total • 18 parcels with temporary construction easement and other permanent acquisitions (no displacements) <ul style="list-style-type: none"> ○ 1 business affected by temporary construction easements needed for construction of the viaduct on the east shore (business may be able to continue operations during construction) ○ 1 business is affected by the southbound off ramp of the Lemoyne Interchange, including demolition of structures (business plans to close the recycling and salvage yard, but continue other aspects of its operation on its remaining property) • 12 parcels with temporary construction easement only • 3 parcels total acquisition (no displacements) 	<ul style="list-style-type: none"> • Property acquisitions were conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended; Title VI of the Civil Rights Act of 1964; and the Pennsylvania Eminent Domain Code of 1964
Local and Regional Economy	<ul style="list-style-type: none"> • Minor tax revenue loss • Construction spending would result in a temporary increase in regional economic activity 	<ul style="list-style-type: none"> • Same as EA/FONSI impacts 	<ul style="list-style-type: none"> • No mitigation proposed

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
Community Facilities and Services	<ul style="list-style-type: none"> • No direct adverse effects to emergency services providers, school districts, or recreational facilities • Short-term impacts on school bus routes in Lemoyne may occur; occasional detours or lane restrictions may be needed during replacement of the South 3rd Street Bridge and re-alignment of Lowther Street • Reduced congestion would benefit emergency services providers • During construction, the Capital Area Greenbelt Trail would be relocated around the construction staging area; trail continuity would be maintained in this way throughout construction • Loss of 9 trees identified as having a memorial plaque associated with their planting along Capital Area Greenbelt Trail 	<ul style="list-style-type: none"> • Same as EA/FONSI impacts 	<ul style="list-style-type: none"> • Incorporate Americans with Disabilities Act-accessible sidewalks to improve safety and accessibility for non-motorized travelers where sidewalks are being incorporated or replaced on the west shore in Lemoyne • Coordinate with Capital Area Transit and Rabbittransit to reduce impacts to service during project construction • Temporarily re-route the Capital Area Greenbelt Trail around the construction staging area on the east shore during construction; include improvements to the trail to offset effects on this recreational resource; see mitigation for Section 4(f) resources • Coordinate with CAGA for the Greenbelt Trail and the memorial trees planted south of the bridge on the east shore; see mitigation for Section 4(f) resources • Develop a Traffic Management Plan

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
Community Facilities and Services (cont'd.)	—	—	<ul style="list-style-type: none"> • Maintain access to the Susquehanna River for Harrisburg River Rescue and Emergency Services • Prepare a Traffic Management Plan, including details on communicating with travelers, City of Harrisburg officials, emergency service providers, and school districts and businesses to keep them informed of temporary detour routes, lane closures, and construction timing; see mitigation for Transit Systems, vehicular and commercial traffic
Unsheltered Community	<ul style="list-style-type: none"> • Unsheltered community encampment area would be vacated to use for construction, access, and staging 	<ul style="list-style-type: none"> • Unsheltered community encampment area was vacated to use for construction, access, and staging 	<ul style="list-style-type: none"> • PennDOT coordinated with the City of Harrisburg, Dauphin County, and CACH regarding project schedule and services to assist in relocation • PennDOT provided advanced notice to the unsheltered community that they needed to vacate the area PennDOT acquired for construction • PennDOT remediated the area for any health and safety concerns related to waste materials left behind by the unsheltered community encampment

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
Visual	<ul style="list-style-type: none"> • Proposed bridge would be similar in height and length to the existing bridge; with its wider cross section, it may appear more prominent as a landscape feature • Lemoyne mural would be affected 	<ul style="list-style-type: none"> • Views of and from the South Bridge are generally the same as EA/FONSI impacts • Bridge pier design changed from open to closed pier design • No lighting is proposed under the South Bridge over the Susquehanna River 	<ul style="list-style-type: none"> • Construct the I-83 South Bridge to be visually similar to the existing structure using a multi-girder bridge design • Add architectural treatments and decorative features to the South 3rd Street Bridge to provide consistent aesthetics along the I-83 corridor • Develop architectural treatment plan for the viaduct, ramps, and retaining walls during final design • Develop a landscaping plan to minimize the visual intrusion of the interstate in residential areas during final design • Design the noise barriers for a consistent aesthetic along the I-83 corridor; discuss the community-facing side of the noise barrier with the benefited receptors during final design • Coordination with Lemoyne Borough has been completed regarding the mural
Air Quality	<ul style="list-style-type: none"> • No substantial air quality impacts • Project is in an approved transportation improvement program and meets regional conformity requirements 	<ul style="list-style-type: none"> • Same as EA/FONSI impacts 	<ul style="list-style-type: none"> • No mitigation proposed
Noise	<ul style="list-style-type: none"> • Noise levels are predicted to approach or exceed the noise abatement criteria at receptor sites within 4 of the 6 NSAs in the corridor 	<ul style="list-style-type: none"> • Noise barriers are feasible and reasonable for NSA-2 and NSA-3 • The owners and renters of benefitted receptors voted in favor of noise barrier construction, and selected gray ashlar stone for NSA-2 and tan ashlar stone for NSA-3 for the community-facing side of the noise barriers 	<ul style="list-style-type: none"> • Construct noise barriers for NSA-2 and NSA-3 • Notify the public prior to scheduled nighttime construction activities

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
<p>Hazardous and Residual Waste</p>	<ul style="list-style-type: none"> • Impacts associated with excavation of potentially contaminated soils • Clean-up of areas of past contamination would benefit the area 	<ul style="list-style-type: none"> • Impacts associated with excavating potentially contaminated soils and encountering potentially contaminated groundwater • Clean-up of areas of past contamination would benefit the area 	<ul style="list-style-type: none"> • Include SPs in construction contract to conduct additional bridge and ramp structure inspections for asbestos-containing materials and lead-based paint, as appropriate, and to manage and handle regulated materials and waste. • Coordinate with PADEP prior to any activities impacting WS-2 (former Firestone Motors), in accordance with its EC, and comply with the EC during right-of-way acquisition and construction • Prepare and implement SPs for 12 potentially contaminated properties during construction; SPs will include as applicable: soil excavation; contingency soil sampling, analysis, disposal, and reporting; groundwater sampling and disposal • Ensure the contractor prepares and follows appropriate plans (HASP and SWP); conducts fill determinations of soils not used within the project corridor to ensure proper handling, transport, and disposal of soils; and properly disposes contaminated soils at permitted waste facilities

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
Cultural Resources	<ul style="list-style-type: none"> • No effect on 7 eligible historic properties; no adverse effect on 5 properties • No archaeological sites within the area of direct effect 	<ul style="list-style-type: none"> • Same as EA/FONSI impacts 	<p>No mitigation is required; however, the following will be adhered to:</p> <ul style="list-style-type: none"> • Do not permit construction staging within any of the known historic or archaeological properties within the project vicinity • Immediately stop construction activities within the area of discovery should there be an inadvertent discovery of cultural resources, pending PennDOT/FHWA coordination with the PHMC and Native American Tribes or Nations
Energy	<ul style="list-style-type: none"> • Increased capacity and reduced congestion resulting from additional travel lanes would improve travel speeds and reduce stop-and-go traffic and idling on I-83, resulting in less energy usage associated with congestion • Maintenance activities would be lower 	<ul style="list-style-type: none"> • Same as EA/FONSI impacts 	<ul style="list-style-type: none"> • Construct the South Bridge, viaduct, and South 3rd Street Bridge offline while maintaining traffic on the existing roadway/bridge to keep traffic moving during construction and reduce the amount of time vehicles would be idling, reducing overall fuel consumption during construction • Encourage the contractor to implement sustainable materials and construction practices in constructing the project

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
Construction	<ul style="list-style-type: none"> • Temporary impacts on surface waters, wetlands, and submerged aquatic vegetation • Temporary water surface elevation increases may occur due to temporary construction bridges. Increased water surface elevation would not affect additional structures based on modeling • Construction equipment could spread invasive species • Travel detours and delays could occur for travelers • Use of heavy machinery and construction techniques could cause temporary noise, dust, and vibration impacts 	<ul style="list-style-type: none"> • Same as EA/FONSI impacts 	<ul style="list-style-type: none"> • Prepare a Preparedness, Prevention, and Contingency plan and implement the Erosion and Sedimentation Control Plan measures to avoid, minimize, and control temporary construction-related pollution during construction • Obtain a CWA Section 404/PADEP Chapter 105 permit to address the temporary construction impacts on water resources • Develop a post-construction monitoring plan to ensure reestablishment of submerged aquatic vegetation beds and river shorelines • Use temporary construction bridges for construction work to minimize temporary flood hazards • See proposed mitigation for Threatened and Endangered Species, Invasive Species, and Fish Habitat • Implement careful construction phasing and a Maintenance and Protection of Traffic Plan to minimize impacts on travel • Perform all construction activities in accordance with 25 Pennsylvania Code Article III (Chapters 121–145, Air Resources) to ensure adequate control measures for emissions are in place • Implement BMPs to minimize fugitive dust and construction noise impacts

Resource Topic	EA/FONSI Impact	EA Reevaluation Impact	Proposed Mitigation Summary
Section 4(f)	<ul style="list-style-type: none"> • <i>De minimis</i> use of the Harrisburg City Parks 7 Parkway Plan/Capital Area Greenbelt 	<ul style="list-style-type: none"> • Same as EA/FONSI impacts 	<ul style="list-style-type: none"> • Coordinate with CAGA for trail closures, and replacement of the memorial trees and plaques • Re-route the upper trail during construction along South Front Street • Use flaggers and barriers for temporary trail closures during overhead work activities • Close the lower trail (the concrete path along the river also called the Riverwalk) in the construction zone under the bridge, and place signs upstream near the railroad bridge to direct trail users to use the trail detour route along South Front Street • Provide an improved paved parking area with lighting under the bridge; a comfort station, benches, bike racks, and bike repair station will not be provided • Reconstruct the Greenbelt Trail ramp area at the southern side of the parking area • Restore the trail to its current condition and extend the upper trail through the improved parking area • Develop an agreement with the City of Harrisburg to maintain the parking area

4 Public and Agency Coordination

4.1 Public and Stakeholder Involvement

Throughout development of the EA, efforts were made to engage the public and project stakeholders to obtain information and input regarding the project and its effect on the natural, social, and cultural environment. Public engagement efforts were summarized in Chapter 4 of the EA and included public meetings, stakeholder meetings, coordination with public officials, maintenance of the South Bridge project website, and a public hearing during the EA availability period.

Project website. Since issuance of the FONSI for the project in February 2024, there have been two updates to the project website regarding the current project status. Additionally, PennDOT has continued to respond to questions and comments concerning the project and project construction as they have been received.

Unsheltered community coordination. As final design progressed, PennDOT continued to coordinate with Dauphin County, the City of Harrisburg, the Governor's Office, and CACH regarding the need to move the unsheltered population from the area on the east shore under and south of the existing I-83 bridge and viaduct. Regular check-in meetings were held, increasing to bi-weekly meetings with interim phone calls and emails as the date to move the unsheltered community approached.

CACH, together with Dauphin County and the non-profit agency Amira4Sure, took the lead on identifying, purchasing, and preparing an alternative location for the unsheltered. CACH and the County provided information via conversations and flyers so those inhabiting the unsheltered community encampment were aware of their options and had advanced notice regarding the need to move and the deadline for moving. The move began at the beginning of August 2025, and all unsheltered persons vacated the property by September 22, 2025. Coordination continued through early November 2025, when the site was cleaned, cleared, and fenced.

Capital Area Greenbelt coordination. Subsequent to the EA/FONSI, several conversations were held with the City of Harrisburg regarding potential mitigation and other considerations noted in the EA/FONSI. Based on these discussions, it was decided, due to maintenance considerations, that a comfort station, benches, bike racks, and a bike repair station would not be added in the parking lot for the Greenbelt Trail in the I-83 vicinity. The parking area will be paved, and lighting will be installed.

Additionally, due to maintenance considerations, it was decided that under-bridge lighting will not be added to the South Bridge structure over the Susquehanna River.

In coordination with CAGA, it was decided that the trees to be removed from the Greenbelt Trail area south of I-83 will be replaced, but that CAGA will determine the desired species to be planted since some of the existing trees present maintenance issues or are not native species. Additionally, the contractor will store the memorial plaques removed from the trees and coordinate with CAGA to determine whether the stored plaques will be reinstalled or new plaques supplied by CAGA will be installed for the memorial trees.

Appendix D contains applicable documentation of discussions regarding the Capital Area Greenbelt.

Lemoyne Borough. Subsequent to the EA/FONSI, several conversations were held with Lemoyne Borough to discuss considerations noted in the EA/FONSI. To address the Borough's concerns regarding the mural along the southbound I-83 off ramp of the Lemoyne exit interchange, a commemorative video of the mural was prepared and provided to the Borough. Discussions also took place regarding maintenance of sidewalks and lighting, and a maintenance agreement was signed between PennDOT and the Borough. PennDOT agreed to incorporate signs directing trucks to the industrial complex near 10th Street to minimize trucks using Herman and Hummel Streets. **Appendix E** contains applicable documentation of discussions with Lemoyne Borough.

City of Harrisburg. Subsequent to the EA/FONSI, PennDOT has been coordinating regularly with the City of Harrisburg regarding various considerations noted in the EA/FONSI and working toward a maintenance agreement, which has not yet been executed.

Noise barrier coordination. Owners and renters of benefitted residential receptors in NSA-2 and NSA-3 were invited to attend a noise public meeting on November 19, 2025, from 6:00 to 7:00 p.m. at Trinity Lutheran Church of God, 2000 Chestnut Street, Camp Hill. Benefitted residential receptor owners and renters were asked to vote on whether they wanted a noise barrier. They were also asked to vote on the color and texture of the residential-facing side of the noise barrier. The majority of those voting voted in favor of noise barrier construction. They chose gray ashlar stone for the residential-facing side of the noise barrier for NSA-2, and tan ashlar stone for NSA-3.

Right-of-way acquisition. Right-of-way acquisition specialists have been in contact with property owners to purchase the right-of-way needed for project construction as well as temporary and permanent easements.

Construction. As the project transitions from final design and right-of-way acquisition into construction, PennDOT will continue to update the project website at appropriate times. When construction activities may interrupt traffic patterns, PennDOT will alert motorists in advance to warn of potential delays and facilitate alternative travel plans.

4.2 Agency Coordination

USACE and PADEP. Subsequent to issuance of the FONSI in February 2024, PennDOT continued to coordinate with USACE and PADEP regarding the Chapter 105/Section 404 JPA. The JPA was submitted on December 12, 2024, and technical deficiency comments were received from USACE and PADEP on May 21, 2025. Comments were responded to, and the application was resubmitted on July 16, 2025. Additional technical deficiency comments were received on September 25, 2025.

While the JPA was being reviewed, conversations occurred with USACE and PADEP to determine an in-lieu fee-payment option for impacts on Waters of the United States. Meetings were held on October 17, 2025; November 6, 2025; November 25, 2025; and January 22, 2026; with USACE and PADEP to discuss the Waters of the United States mitigation details in advance of resubmitting the JPA. The most recent response was submitted on February 17, 2026.

USFWS. As discussed in **Section 3.2.2**, Threatened and Endangered Species, coordination was undertaken with USFWS regarding the updated PNDI, which resulted in an additional endangered bat species and proposed threatened bat species. Coordination included several

phone calls between PennDOT environmental staff and the USFWS representative. **Appendix A** provides the PNDI receipt, IPaC species list, and USFWS determination letters.

PHMC. PennDOT's Cultural Resource Professional posted an updated design plan and Section 106 finding to PATH on September 19, 2025 (see **Appendix C**).

U.S. Environmental Protection Agency (USEPA). During preparation of the EA, USEPA asked to be kept informed regarding moving the unsheltered community from the construction and staging area needed for the project. PennDOT sent a letter to USEPA in September 2025 regarding the positive forward progress being made. PennDOT sent a follow-up email in December 2025 confirming the successful move of the unsheltered community predominantly to the nearby AMiracle4Sure tent community location, and the subsequent clean-up, clearing, and fencing of the construction and staging area.

Construction. Coordination with resource agencies will continue as appropriate for the remainder of final design and project construction.

5 Conclusion

Based on this EA Reevaluation for the proposed project, there have been no new significant changes to the proposed action, the affected environment, the anticipated impacts, nor the proposed mitigation measures since the EA was prepared and the FONSI was issued. Therefore, the original environmental decision remains valid.

All technical documents and coordination referenced in this EA Reevaluation are maintained in the project's technical files and are available upon request.

Appendix A: Threatened and Endangered Species

1. PROJECT INFORMATION

Project Name: **Dauphin Co SR 0083-94 South Bridge Replacement**

Date of Review: **6/2/2025 08:21:58 AM**

Project Category: **Transportation, Structures and Bridges, Bridge Replacement adjacent to existing alignment (within 100 feet up/down stream)**

Project Area: **276.57 acres**

County(s): **Cumberland; Dauphin**

Township/Municipality(s): **Harrisburg City; Lemoyne Borough; New Cumberland Borough**

ZIP Code:

Quadrangle Name(s): **HARRISBURG EAST; HARRISBURG WEST; LEMOYNE; STEELTON**

Watersheds HUC 8: **Lower Susquehanna-Swatara**

Watersheds HUC 12: **Laurel Run-Susquehanna River; Paxton Creek**

Decimal Degrees: **40.245522, -76.881803**

Degrees Minutes Seconds: **40° 14' 43.8788" N, 76° 52' 54.4916" W**



2. SEARCH RESULTS

Agency	Results	Response
PA Game Commission	No Known Impact	No Further Review Required
PA Department of Conservation and Natural Resources	No Known Impact	No Further Review Required
PA Fish and Boat Commission	No Known Impact	No Further Review Required
U.S. Fish and Wildlife Service	Potential Impact	MORE INFORMATION REQUIRED, See Agency Response

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate there may be potential impacts to threatened and endangered and/or special concern species and resources within the project area. If the response above indicates "No Further Review Required" no additional communication with the respective agency is required. If the response is "Further Review Required" or "See Agency Response," refer to the appropriate agency comments below. Please see the DEP Information Section of this receipt if a PA Department of Environmental Protection Permit is required.

Dauphin Co SR 0083-94 South Bridge Replacement

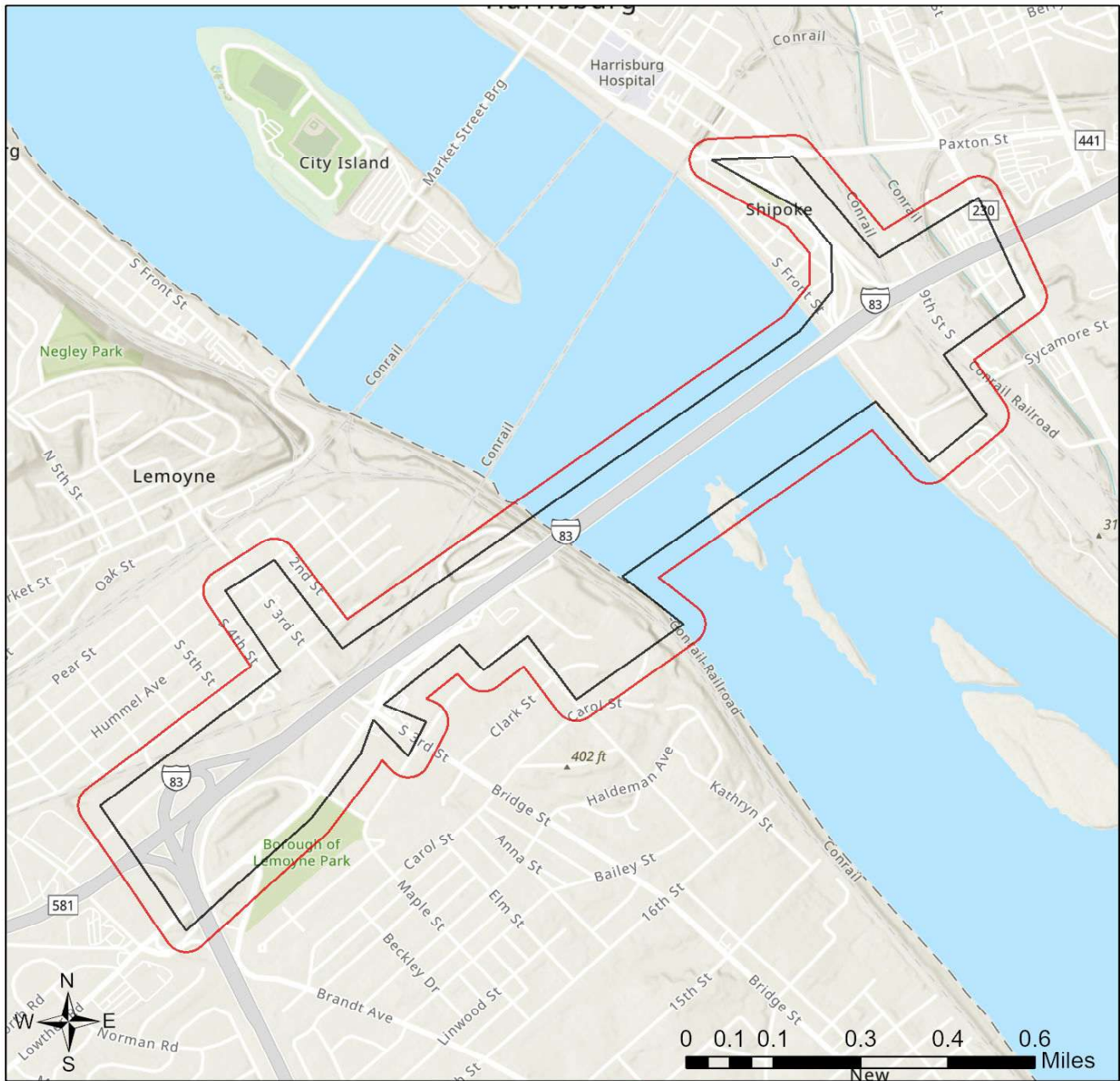




-  Buffered Project Boundary
-  Project Boundary



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Dauphin Co SR 0083-94 South Bridge Replacement



-  Buffered Project Boundary
-  Project Boundary



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystrelsen, Rijkswaterstaat, GSA,

3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jurisdictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

PA Game Commission

RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Department of Conservation and Natural Resources

RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Fish and Boat Commission

RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

U.S. Fish and Wildlife Service

RESPONSE:

Information Request: Enter project information into IPaC (<https://ecos.fws.gov/ipac/>). Follow the step-by-step process to review this projects's potential effect on federally listed species.

WHAT TO SEND TO JURISDICTIONAL AGENCIES

If project information was requested by one or more of the agencies above, upload* or email the following information to the agency(s) (see AGENCY CONTACT INFORMATION). Instructions for uploading project materials can be found [here](#). This option provides the applicant with the convenience of sending project materials to a single location accessible to all three state agencies (but not USFWS).

*If information was requested by USFWS, applicants must email, or mail, project information to IR1_ESPenn@fws.gov to initiate a review. USFWS will not accept uploaded project materials.

Check-list of Minimum Materials to be submitted:

___ Project narrative with a description of the overall project, the work to be performed, current physical characteristics of the site and acreage to be impacted.

___ A map with the project boundary and/or a basic site plan (particularly showing the relationship of the project to the physical features such as wetlands, streams, ponds, rock outcrops, etc.)

In addition to the materials listed above, USFWS REQUIRES the following

___ **SIGNED** copy of a Final Project Environmental Review Receipt

The inclusion of the following information may expedite the review process.

___ Color photos keyed to the basic site plan (i.e. showing on the site plan where and in what direction each photo was taken and the date of the photos)

___ Information about the presence and location of wetlands in the project area, and how this was determined (e.g., by a qualified wetlands biologist), if wetlands are present in the project area, provide project plans showing the location of all project features, as well as wetlands and streams.

4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. Two review options are available to permit applicants for handling PNDI coordination in conjunction with DEP's permit review process involving either T&E Species or species of special concern. Under sequential review, the permit applicant performs a PNDI screening and completes all coordination with the appropriate jurisdictional agencies prior to submitting the permit application. The applicant will include with its application, both a PNDI receipt and/or a clearance letter from the jurisdictional agency if the PNDI Receipt shows a Potential Impact to a species or the applicant chooses to obtain letters directly from the jurisdictional agencies. Under concurrent review, DEP, where feasible, will allow technical review of the permit to occur concurrently with the T&E species consultation with the jurisdictional agency. The applicant must still supply a copy of the PNDI Receipt with its permit application. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. The applicant and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at <https://conservationexplorer.dcnr.pa.gov/content/resources>.

5. ADDITIONAL INFORMATION

The PNDI environmental review website is a preliminary screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page (www.naturalheritage.state.pa.us). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

6. AGENCY CONTACT INFORMATION

PA Department of Conservation and Natural Resources

Bureau of Forestry, Ecological Services Section
400 Market Street, PO Box 8552
Harrisburg, PA 17105-8552
Email: RA-HeritageReview@pa.gov

PA Fish and Boat Commission

Division of Environmental Services
595 E. Rolling Ridge Dr., Bellefonte, PA 16823
Email: RA-FBPACENOTIFY@pa.gov

U.S. Fish and Wildlife Service

Pennsylvania Field Office
Endangered Species Section
110 Radnor Rd; Suite 101
State College, PA 16801
Email: IR1_ESPenn@fws.gov
NO Faxes Please

PA Game Commission

Bureau of Wildlife Management
Division of Environmental Review
2001 Elmerton Avenue, Harrisburg, PA 17110-9797
Email: RA-PGC_PNDI@pa.gov
NO Faxes Please

7. PROJECT CONTACT INFORMATION

Name: Barbara Weedon, PWS
Company/Business Name: GFT (previously Gannett Fleming)
Address: 300 Sterling Parkway, Suite 300
City, State, Zip: Mechanicsburg, Pa 17050
Phone: (____) _____ Fax: (____) _____
Email: bweedon@gftinc.com

8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.

Barbara Weedon

applicant/project proponent signature

06/02/2025

date



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Pennsylvania Ecological Services Field Office
110 Radnor Road Suite 101
State College, PA 16801-7987
Phone: (814) 234-4090 Fax: (814) 234-0748

In Reply Refer To:

01/07/2026 12:01:14 UTC

Project Code: 2025-0121600

Project Name: I-83 South Bridge Replacement

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological

evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf>

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see <https://www.fws.gov/program/migratory-bird-permit/what-we-do>.

It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see <https://www.fws.gov/library/collections/threats-birds>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/partner/council-conservation-migratory-birds>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

- USFWS National Wildlife Refuges and Fish Hatcheries

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Pennsylvania Ecological Services Field Office

110 Radnor Road Suite 101

State College, PA 16801-7987

(814) 234-4090

PROJECT SUMMARY

Project Code: 2025-0121600

Project Name: I-83 South Bridge Replacement

Project Type: Bridge - Replacement

Project Description: The Interstate 83 South Bridge was constructed in 1960 as part of the modernization of the interstate system to connect Baltimore, MD with Harrisburg, PA. The bridge is a riveted steel structure that carries two-way traffic. In 1982, a welded steel structure was built to the south of the first bridge to accommodate increased traffic demands. This structure carries northbound traffic, while the structure built in 1960 carries the southbound traffic.

Since construction, the bridge has required routine maintenance, and is of a design that is fracture critical, meaning design components are not redundant. In 1990, PennDOT added retrofits to fracture critical pins, and in 1992, installed bolster beams to address the distortion induced fatigue cracking in several piers. As the bridge continues to age, the bridge requires more frequent maintenance and repairs, creating safety concerns. There is a need for increased capacity: it was determined that the I-83 John Harris Memorial Bridge would be replaced. The new bridge would be substantially wider than the existing, at approximately the same location. Proposed construction consists of a new four lane structure, plus one auxiliary lane in each direction in the final configuration. Traffic would be maintained on I-83 by constructing the northbound lanes of the new bridge to the south of the existing bridge. Then traffic would be shifted to the new structure, allowing for the removal and construction of the new southbound lanes where the existing bridge is currently located. In addition to the new structure, full depth reconstruction and widening would occur on I-83 from the South Bridge to just east of the I-83/PA581 interchange. The proposed project also includes stormwater management, lighting, signals, and the consideration of sound walls.

Modifications to the Exit 41 Lemoyne Interchange are needed to meet the centerline of the new bridge. In addition, the current S. 3rd Street Bridge over I-83 is not long enough to accommodate four lanes of traffic on I-83 plus an auxiliary lane. Therefore, the S. 3rd Street Bridge would be replaced with a longer structure. An offline replacement of the S. 3rd Street Bridge is proposed to allow for traffic to be maintained on the existing bridge during construction. By providing a longer S. 3rd Street Bridge over I-83, a northbound I-83 on-ramp from Lemoyne to I-83 would be relocated and reconstructed at its previous location at the Lowther Street/Maple Street intersection.

The S. 3rd Street Bridge carries State Bike Route J and is an important bicycle and pedestrian link between Lemoyne and the surrounding communities, including Harrisburg. The bridge replacement would improve existing bicycle and pedestrian facilities on the bridge by

widening the bridge to include 5-foot shoulders and sidewalks on both sides of the bridge.

The exit ramp from I-83 southbound to Lemoyne is Ramp X from southbound I-83 to Lemoyne, which would be shifted, creating a new intersection with S. 3rd Street, north of the existing location. Ramp X would no longer pass under I-83. To maintain the existing ramp location would require Lowther Street to be shifted south, impacting nine residential and commercial buildings, and a yearlong detour of Ramp X traffic. Therefore, Ramp X would be shifted to the north, creating a new intersection with S. 3rd Street and avoiding residential displacements. Lowther Street east of S. 3rd Street would be shifted slightly south to accommodate the additional I-83 northbound lanes leading to the new, wider South Bridge. Current shift of the eastern Lowther Street alignment would avoid the displacements, while still providing access to several properties at the eastern end of Lowther Street and the Lemoyne Borough Wastewater Treatment Facility.

Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@40.24757155,-76.87838430410588,14z>



Counties: Cumberland and Dauphin counties, Pennsylvania

ENDANGERED SPECIES ACT SPECIES

There is a total of 7 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat <i>Perimyotis subflavus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

CLAMS

NAME	STATUS
Green Floater <i>Lasmigona subviridis</i> There is proposed critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/7541	Proposed Threatened

INSECTS

NAME	STATUS
Eastern Regal Fritillary <i>Argynnis idalia idalia</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10981	Proposed Endangered
Monarch Butterfly <i>Danaus plexippus</i> There is proposed critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

FLOWERING PLANTS

NAME	STATUS
Northeastern Bulrush <i>Scirpus ancistrochaetus</i> Population: No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6715	Endangered

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

IPAC USER CONTACT INFORMATION

Agency: PennDOT District 8
Name: Barbara Weedon
Address: 300 Sterling Parkway
City: Mechanicsburg
State: PA
Zip: 17505
Email: bweedon@gfnet.com
Phone: 7174952565

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Department of Transportation
Name: Jeremy Ammerman
Email: jerammerma@pa.gov
Phone: 7177052667

You have indicated that your project falls under or receives funding through the following special project authorities:

- BIPARTISAN INFRASTRUCTURE LAW (BIL) (OTHER)



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Pennsylvania Ecological Services Field Office
110 Radnor Road Suite 101
State College, PA 16801-7987
Phone: (814) 234-4090 Fax: (814) 234-0748

In Reply Refer To:

07/16/2025 23:13:26 UTC

Project code: 2025-0121600

Project Name: I-83 South Bridge Replacement

Subject: Not Likely to Adversely Affect Concurrence verification letter for the 'I-83 South Bridge Replacement' project under the December 13, 2024, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat, Northern Long-eared Bat, and Tricolored Bat.

To whom it may concern:

This letter records the determination of effects to federally listed (or proposed) bat species anticipated to result from the I-83 South Bridge Replacement (the Project). This determination is based upon information you entered into the assisted determination key (Dkey) associated with the above referenced Programmatic Biological Opinion/Conference Opinion (PBO/PCO) in the U.S. Fish and Wildlife Service's (Service) Information for Planning and Consultation (IPaC) system on the date listed above to verify that the Project may rely on the concurrence provided in the PBO/PCO to satisfy requirements under section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (16 USC 1536), as amended.

Ensuring Accurate Determinations When Using IPaC:

The Service developed the IPaC system and this Dkey in accordance with the ESA and based on the PBO/PCO. All information submitted by the project proponent into IPaC must accurately represent the full scope and details of the Project.

Failure to accurately represent or implement the Project as detailed in the Dkey invalidates this letter. Answers to certain questions in the Dkey commit the project proponent to implementation of conservation measures that must be followed for the ESA determinations to remain valid. Carefully review this letter, your ESA requirements are NOT yet complete.

Determinations:

Based on the information you provided (Project Description shown below), you have determined that the Project is within the scope and adheres to the criteria of the PBO/PCO, including the

adoption of applicable avoidance and minimization measures. Based on your IPaC submission and the PBO/PCO, the Project is consistent with the following effect determinations:

Species	Listing Status	Determination
Indiana Bat (<i>Myotis sodalis</i>)	Endangered	NLAA
Northern Long-eared Bat (<i>Myotis septentrionalis</i>)	Endangered	NLAA
Tricolored Bat (<i>Perimyotis subflavus</i>)	Proposed	NLAA
	Endangered	

The tricolored bat is proposed for listing as endangered under the ESA, but not yet listed. For actions that may affect a proposed species, agencies cannot consult, but they can confer under the authority of section 7(a)(4) of the ESA. Such conferences can follow the procedures for a consultation and be adopted as such if the proposed species is listed. Should the tricolored bat be listed, agencies must review projects that are not yet complete, or projects with ongoing effects within the tricolored bat range that previously received a no effect or not likely to adversely affect (NLAA) determination from the key to confirm that the determination is still accurate.

The Service has 14 calendar days to notify the lead Federal action agency or designated non-federal representative if we determine that the Project does not meet the criteria for a NLAA determination under the PBO/PCO. **If the Service does not notify the lead Federal action agency or designated non-federal representative within that timeframe, you may proceed with the Project under the terms of the NLAA concurrence provided in the PBO/PCO.** This verification period allows Service Field Offices to apply local knowledge to implementation of the PBO, as we may identify a small subset of actions having impacts that were unanticipated. In such instances, Service Field Offices may request additional information that is necessary to verify inclusion of the proposed action under the PBO/PCO.

If the Project is modified, or new information reveals that it may affect the Indiana bat, northern long-eared bat, or tricolored bat in a manner or to an extent not considered in the PBO/PCO, further review to conclude the requirements of ESA section 7(a)(2) may be required.

For Proposed Actions that include bridge/culvert or structure removal, replacement, and/or maintenance activities:

If your initial bridge, culvert, or structure assessment failed to detect Indiana bat, northern long-eared bat, or tricolored bat use or occupancy, yet bats are later detected prior to, or during construction, promptly notify the local Service Field Office within 2 working days of the discovery. In addition, please document whether incidental take occurred, and if so, the type (i.e. kill or harm) and amount (i.e. number of individuals) and submit documentation to the local Service Field Office within 5 working days from the completion of the bridge, culvert, or structure construction (use Appendix E - Post Assessment Discovery of Bats at Bridge/Culvert or Structure Form in the [User's Guide](#)). In these instances, potential incidental take of Indiana bats, northern long-eared bats, or tricolored bats may be exempted provided that the take is reported to the Service. In these instances, potential incidental take of Indiana bats, northern long-eared bats, or tricolored bats may be exempted provided that the take is reported to the Service.

If the Project may affect any other federally listed or proposed species and/or designated critical habitat, additional consultation between the lead Federal action agency and this Service Field Office is required for those species/designated critical habitat. If the Project has the potential to take bald or golden eagles, additional coordination with the Service under the Bald and Golden Eagle Protection Act may also be required. In either of these circumstances, please advise the lead Federal action agency to contact this Service Field Office

The following species may occur in your project area and **are not** covered by this determination:

- Eastern Regal Fritillary *Argynnis idalia idalia* Proposed Endangered
- Green Floater *Lasmigona subviridis* Proposed Threatened
- Monarch Butterfly *Danaus plexippus* Proposed Threatened
- Northeastern Bulrush *Scirpus ancistrochaetus* Endangered

PROJECT DESCRIPTION

The following project name and description was collected in IPaC as part of the endangered species review process.

NAME

I-83 South Bridge Replacement

DESCRIPTION

The Interstate 83 South Bridge was constructed in 1960 as part of the modernization of the interstate system to connect Baltimore, MD with Harrisburg, PA. The bridge is a riveted steel structure that carries two-way traffic. In 1982, a welded steel structure was built to the south of the first bridge to accommodate increased traffic demands. This structure carries northbound traffic, while the structure built in 1960 carries the southbound traffic.

Since construction, the bridge has required routine maintenance, and is of a design that is fracture critical, meaning design components are not redundant. In 1990, PennDOT added retrofits to fracture critical pins, and in 1992, installed bolster beams to address the distortion induced fatigue cracking in several piers. As the bridge continues to age, the bridge requires more frequent maintenance and repairs, creating safety concerns.

There is a need for increased capacity: it was determined that the I-83 John Harris Memorial Bridge would be replaced. The new bridge would be substantially wider than the existing, at approximately the same location. Proposed construction consists of a new four lane structure, plus one auxiliary lane in each direction in the final configuration. Traffic would be maintained on I-83 by constructing the northbound lanes of the new bridge to the south of the existing bridge. Then traffic would be shifted to the new structure, allowing for the removal and construction of the new southbound lanes where the existing bridge is currently located. In addition to the new structure, full depth reconstruction and widening would occur on I-83 from the South Bridge to just east of the I-83/PA581 interchange. The proposed project also includes stormwater management, lighting, signage, and the consideration of sound walls. Modifications to the Exit 41 Lemoyne Interchange are needed to meet the centerline of the new bridge. In addition, the current S. 3rd Street Bridge over I-83 is not long enough to accommodate four lanes of traffic on I-83 plus an auxiliary lane. Therefore, the S. 3rd Street Bridge would be replaced with a longer structure. An offline replacement of the S. 3rd Street Bridge is proposed to allow for traffic to be maintained on the existing bridge during construction. By providing a longer S. 3rd Street Bridge over I-83, a northbound I-83 on-ramp from Lemoyne to I-83 would be relocated and reconstructed at its previous location at the Lowther Street/Maple Street intersection.

The S. 3rd Street Bridge carries State Bike Route J and is an important bicycle and pedestrian link between Lemoyne and the surrounding communities, including Harrisburg. The bridge replacement would improve existing bicycle and pedestrian facilities on the bridge by widening the bridge to include 5-foot shoulders and sidewalks on both sides of the bridge.

The exit ramp from I-83 southbound to Lemoyne is Ramp X from southbound I-83 to Lemoyne, which would be shifted, creating a new intersection with S. 3rd Street, north of the existing location. Ramp X would no longer pass under I-83. To maintain the existing ramp location would require Lowther Street to be shifted south, impacting nine residential and commercial buildings, and a yearlong detour of Ramp X traffic. Therefore, Ramp X would be shifted to the north, creating a new intersection with S. 3rd Street and avoiding residential displacements.

Lowther Street east of S. 3rd Street would be shifted slightly south to accommodate the additional I-83 northbound lanes leading to the new, wider South Bridge. Current shift of the eastern Lowther Street alignment would avoid the displacements, while still providing access to several properties at the eastern end of Lowther Street and the Lemoyne Borough Wastewater Treatment Facility.

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@40.2464337,-76.8804957289538,14z>



DETERMINATION KEY RESULT

Based on your answers provided, this project(s) may affect, but is not likely to adversely affect the Indiana bat, northern long-eared bat or tricolored bat, therefore, consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended 16 U.S.C. 1531 et seq.) is required. However, also based on your answers provided, this project may rely on the concurrence provided in the Programmatic Biological Opinion/Conference Opinion for Transportation Projects in the Range of the Indiana bat, northern long-eared bat, and tricolored bat, dated December 13, 2024.

QUALIFICATION INTERVIEW

1. Which Federal Agency is the lead federal agency the action?

A) Federal Highway Administration (FHWA)

2. Does the Action Area intersect the species list area of the Northern long-eared bat?

Automatically answered

Yes

3. Does the Action Area intersect the species list area of the Indiana bat?

Automatically answered

Yes

4. Does the Action Area intersect the species list area of the tricolored Bat (TCB)?

Automatically answered

Yes

5. Is the project within 0.5 miles radius of an entrance/opening to any known Indiana bat hibernaculum?

No

6. [Semantic] Is any portion of the action area within a 0.5 mile radius of an entrance/opening to any known NLEB or TCB hibernacula?

Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact the Field Office listed in the letterhead of this letter.

Automatically answered

No

7. Does your project's activities include raising the road profile above the tree canopy in documented habitat for the Indiana bat, NLEB, or TCB?

Note: For the definition of documented habitat, refer to Appendix A: <https://www.fws.gov/media/users-guide-range-wide-programmatic-consultation-indiana-bat-and-northern-long-eared-bat>

No

8. Is your project located within a karst area?

Yes

9. Will the project include any activities that alter the entrance or environment of a known Indiana bat, NLEB, or TCB hibernaculum?

No

10. Will the project include bridge, culvert, or structure removal, replacement, and/or alteration activities?

Note: For definitions of bridge, culvert, and structure, refer to Appendix A: <https://www.fws.gov/media/users-guide-range-wide-programmatic-consultation-indiana-bat-and-northern-long-eared-bat>.

Yes

11. Do your project's activities involve tree removal/trimming, temporary lighting, new/additional permanent lighting, ground disturbance, percussives that involves noise/vibration above existing background levels, vibrations, or slash pile burning?

Yes

12. Is there suitable summer habitat for the Indiana bat, NLEB, or TCB within the project action area?

Note: See the Service's summer survey guidance for current definitions of suitable habitat [<https://www.fws.gov/midwest/endangered/mammals/inba/inbasummersurveyguidance.html>].

Yes

13. Have P/A surveys for the Indiana bat, NLEB, or TCB been conducted within the suitable summer habitat located within your project action area? This refers to mist-netting or acoustic surveys, not bridge assessments.

Note: See the Service's survey guidance <https://www.fws.gov/midwest/endangered/mammals/inba/inbasummersurveyguidance.html>

No

14. Will the project involve the removal or trimming of trees within suitable habitat for the Indiana bat, NLEB, or TCB?

Yes

15. Will any tree removal or trimming occur during the bat pup season?

Note: For more information about bat pup seasons please visit https://www.fws.gov/sites/default/files/documents/2024-10/2024_usfws_rangewide_ibat-nleb_survey_guidelines.pdf

No

16. Will the removal or trimming of trees occur **within documented habitat** for the Indiana bat, NLEB, or TCB?

Note: For the definition of documented habitat, refer to Appendix A: <https://www.fws.gov/media/users-guide-range-wide-programmatic-consultation-indiana-bat-and-northern-long-eared-bat>

No

17. Will all tree removal or trimming occur within 100 feet of the road or rail surface?

Yes

18. Does your project include activities involving the temporary or permanent exclusion of Indiana bats, NLEBs, or TCBs from a bridge/culvert or structure?

Note: exclusion is conducted to deny bats' entry or reentry into a bridge/culvert or structure. To be effective and to avoid harming bats, it should be done according to established standards.

No

19. Does your project involve the use of temporary lighting within Indiana bat, NLEB, or TCB suitable habitat?

Note: For the definition of lighting, refer to Appendix A: <https://www.fws.gov/media/users-guide-range-wide-programmatic-consultation-indiana-bat-and-northern-long-eared-bat>

No

20. Will the project substantially increase baseline light conditions via the use of permanent lighting (replacement or new/additional) in suitable habitat.

No

21. Will your project include percussive activities?

Note: Refer to Stressor #2 Noise/Vibration on page 109 of the PBO/PCO.

Yes

22. Are the percussive activities only related to tree removal/trimming or bridge/culvert structural work?

Yes

23. Will the project include **bridge** removal, replacement, and/or alteration activities?

Yes

24. Has a Bridge Bat Assessment been conducted **within the last 24 months** to determine if the bridge is being used by the Indiana bat, NLEB, or TCB? If yes, upload assessment.

Note: Refer to the Service's current survey guidance for acceptable assessment practices and validity timeframe of bridge/culvert and structure bat assessments: <https://www.fws.gov/library/collections/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

Yes

SUBMITTED DOCUMENTS

- *Final_Report_07-15-2025 - signed.pdf* <https://ipac.ecosphere.fws.gov/project/G42PMCIV7JFNXGKUIVDNH7DBMY/projectDocuments/165023807>

25. Please select one of the following results of the Bridge Bat Assessment:

*c) Indicates the **absence** of Indiana bats, NLEBs, or TCBs roosting in/under the bridge (no bats, guano, etc.)?*

26. Does the project include **culvert** removal, replacement, and/or alteration activities?

No

27. Does the project include **structure** removal, replacement, and/or alteration activities?
No
28. Will the project involve the removal or trimming of more than 20 acres of Indiana bat, NLEB, or TCB suitable habitat per 5-mile section of road/rail?
No
29. Will the removal or trimming of trees occur within 0.5 miles of a known Indiana bat, NLEB, or TCB hibernaculum?
No
30. Will the removal or trimming of these trees occur during the active season?
No
31. Will the removal or trimming of trees occur **beyond 100 feet** of the existing road/rail surfaces?
No
32. Does the Action Area intersect the species list area of the Indiana bat?
Automatically answered
Yes
33. Does the Action Area intersect the species list area of the tricolored Bat (TCB)?
Automatically answered
Yes
34. Does the Action Area intersect the species list area of the northern long-eared bat (NLEB)?
Automatically answered
Yes

PROJECT QUESTIONNAIRE

1. Have you made a No Effect determinations for all other species included on the FWS IPaC generated species list?
Yes
2. Have you made a May Affect determination for any other species on the FWS IPaC generated list?
No
3. How many acres of trees are proposed for removal/trimming **outside of documented habitat** for the Indiana bat, NLEB, or TCB within 100 feet of the existing road/rail surfaces during the inactive season (NLAA)?

Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.
0.6
4. How many acres of trees are proposed for removal/trimming **outside of documented habitat** for the Indiana bat, NLEB, or TCB within 100 feet of the existing road/rail

surfaces during the active season (**outside the pup season and not between Dec 15th-Feb 15th in Zone 1 of the NLEB and TCB YR active areas**) (LAA)?

Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

0

5. How many acres of trees are proposed for removal/trimming **outside of documented habitat** for the Indiana bat, NLEB, or TCB within 100 feet of the existing road/rail surfaces during the pup season (**trees must be <9 in DBH, and not between Dec 15th-Feb 15th in Zone 1 of the NLEB and TCB YR active areas**) (LAA)?

Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

0

6. How many acres of trees are proposed for removal/trimming **either outside or within documented habitat** for the Indiana bat, NLEB, or TCB between 100-300 feet of the existing road/rail surface during the inactive season (LAA)? Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

5

7. How many acres of trees are proposed for removal/trimming **either outside or within documented habitat** for the Indiana bat, NLEB, or TCB between 100-300 feet of the existing road/rail surfaces during the active season (**outside the pup season, and not between Dec 15-Feb 15 in Zone 1 of the NLEB and TCB YR active areas**) (LAA)?

Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

0

8. How many acres of trees are proposed for removal/trimming **either outside or within documented habitat** for the Indiana bat, NLEB, or TCB beyond 300 feet of the existing road/rail surfaces during the inactive season (LAA)?

Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

5

9. How many acres of trees are proposed for removal/trimming **either outside or within documented habitat** for the Indiana bat, NLEB, or TCB beyond 300 feet of the existing road/rail surfaces during the active season (**outside the pup season, and not between Dec 15th-Feb 15th in Zone 1 of the NLEB and TCB YR active areas**) (LAA)?

Note: If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

5

10. Please enter the date of the bridge assessment.

June 28, 29, and 30, 2025

AVOIDANCE AND MINIMIZATION MEASURES (AMMS)

This determination key result includes the commitment to implement the following Avoidance and Minimization Measures (AMMs):

GAMM1

Ensure all operators, employees, and contractors working in areas of Indiana bat, NLEB, or TCB suitable habitat are aware of all Transportation Agency environmental commitments, including all applicable AMMs.

HAMM1

For projects located within karst areas, on-site personnel will use best management practices, secondary containment measures, or other standard spill prevention and countermeasures to avoid impacts to the possible hibernacula. Where practicable, a 300 ft (91.4 m) buffer will be employed to separate fueling areas and other major contaminant risk activities from caves, sinkholes, losing streams, and springs in karst topography.

TRTAMM1

Modify all phases/aspects of the project (e.g., temporary work areas, alignments) to the extent practicable to avoid tree removal/trimming in excess of what is required to implement the project safely.

TRTAMM2

Ensure tree removal/trimming is limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree removal/trimming to ensure contractors stay within clearing limits

TRTAMM3

Ensure tree removal/trimming is limited to the inactive season, occurs within 100 ft of the road/rail surface, and is outside of documented habitat for the Indiana bat, NLEB, and TCB

DETERMINATION KEY DESCRIPTION: FHWA, FRA, FTA PROGRAMMATIC CONSULTATION FOR TRANSPORTATION PROJECTS AFFECTING IBAT, NLEB, OR TCB

This key was last updated in IPaC on July 16, 2025. Keys are subject to periodic revision.

This decision key is intended for projects/activities funded or authorized by the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and/or Federal Transit Administration (FTA), which may require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 of the Endangered Species Act (ESA) and may affect the federally listed endangered Indiana bat (*Myotis sodalis*), northern long-eared bat (*Myotis septentrionalis*), and/or federally proposed endangered tricolored bat (*Perimyotis subflavus*).

This decision key should only be used to verify project applicability with the Service's Programmatic Biological Opinion/Conference Opinion for Transportation Projects in the Range of the Indiana bat, northern long-eared bat, and tricolored bat, dated December 13, 2024. The programmatic consultation limited transportation activities that may affect the covered bat species and addresses situations that are both likely and not likely to adversely affect the covered bat species. This decision key will assist in identifying the effect of a specific project/activity and the applicability of the programmatic consultation. The programmatic consultation is not intended to cover all types of transportation actions. Activities outside the scope of the programmatic consultation, or that may affect ESA-listed species other than the Indiana bat, northern long-eared bat, or tricolored bat, or their designated critical habitat, may require additional ESA Section 7 consultation.

IPAC USER CONTACT INFORMATION

Agency: PennDOT District 8
Name: Jeremy Ammerman
Address: 2140 Herr Street
City: Harrisburg
State: PA
Zip: 17103
Email: jerammerma@pa.gov
Phone: 7177052667

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Department of Transportation
Name: Jeremy Ammerman
Email: jerammerma@pa.gov
Phone: 7177052667

You have indicated that your project falls under or receives funding through the following special project authorities:

- BIPARTISAN INFRASTRUCTURE LAW (BIL) (OTHER)



U.S. FISH AND WILDLIFE SERVICE
110 Radnor Road, Suite 101, State College, PA 16801

PNDI # 718369 USFWS Project # 2025-0121600

PROJECT LOCATION INFORMATION

County: Cumberland; Dauphin

Municipality: Harrisburg City; Lemoyne Borough; New Cumberland Borough

To: Jeremy Ammerman

MISC INFORMATION

Date received by FWS: January 26, 2026

Email: jerammerma@pa.gov

Affiliation: PennDOT District 8-0

SPECIFIC PROJECT: I-83 South Bridge Replacement (SR 83 Section 094 MPMS 113754)

The Action Agency, PennDOT, on behalf of the Federal Highway Administration, made the determination of "not likely to adversely affect" on January 26, 2026, for the following federally listed or proposed species:

Northeastern bulrush

This determination is based on the following information:

A wetland delineation found three wetlands within the project area, but these lacked habitat features typical of northeastern bulrush habitat.

Based on the aforementioned information, the Service concurs with this determination.

Our concurrence remains valid unless: (1) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered; (2) the agency action is subsequently modified in a manner that causes an effect to the listed species or critical habitat not considered in your evaluation; or (3) a new species is listed or critical habitat designated that may be affected by the action. *Please reference the above PNDI # and USFWS Project # in any future correspondence regarding this project.*

This review was conducted by the biologist listed below. He/she can be contacted at 814-206-(Extension).

Pamela Shellenberger (x7459)
 Monica Mestre (x7462)

Emily Ernst (x7453)
 Nicole Ranalli (x7455)

Richard Novak (x7477)
 Sze Wing Yu (x7461)

SIGNATURE: **JODIE MAMUSCIA**

Digitally signed by JODIE MAMUSCIA
Date: 2026.02.24 15:44:00 -05'00'

Supervisor, Pennsylvania Field Office

Appendix B: Noise



December 11, 2025

Mr. David Snyder
Division Administrator
Federal Highway Administration
30 North Third Street, Suite 700
Harrisburg, PA 17101
Attention: Ms. Julia Moore

Dear Mr. Snyder,

Attached for your concurrence is the Final Design Noise Analysis Report for the SR 83 Section 94 project located in Dauphin and Cumberland Counties Pennsylvania. The Bureau of Project Delivery and Design concurs with the findings of the report in accordance with *Publication 24, Project Level Highway Traffic Noise Handbook*. Please sign below to concur with the report. You may provide comments to Colin Siesholtz at cosiesholt@pa.gov. He can be reached at 717-783-4586 with any questions regarding this request.

Sincerely,

/s/ Drew Ames

Drew Ames, Chief
Environmental Policy and Development Division
Bureau of Design and Delivery

MICHELLE LYNN
GODDARD

Digitally signed by MICHELLE
LYNN GODDARD
Date: 2025.12.22 14:53:29 -05'00'

Concur

FHWA Division Office

Date _____

4380/NLA

Appendix C: Cultural Resources

Krommes, Kathy

From: Ammerman, Jeremy D <jerammerma@pa.gov>
Sent: Friday, September 19, 2025 11:15 AM
To: Nulton, Diane
Cc: Krommes, Kathy
Subject: FW: PennDOT Cultural Resources Update: I-83 South Bridge Replacement; Dauphin County; SR 83-094; MPMS# 113754

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

FYI.



Jeremy Ammerman | Environmental Supervisor, NEPA

PA Department of Transportation | Engineering District 8-0
2140 Herr Street | Harrisburg PA 17103
Phone: 717-705-2667 | jerammerma@pa.gov

www.pa.gov/penndot

CONNECT WITH PENNDOT

[Facebook](#) | [X](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#)

From: Martin, Veronica <vermartin@pa.gov>
Sent: Friday, September 19, 2025 11:08 AM
To: Ammerman, Jeremy D <jerammerma@pa.gov>; Said, Marwa <msaid@pa.gov>
Cc: McDougal, Steven <smcdougal@pa.gov>; Martin, Veronica <vermartin@pa.gov>
Subject: FW: PennDOT Cultural Resources Update: I-83 South Bridge Replacement; Dauphin County; SR 83-094; MPMS# 113754

Hello,

The revised APE and preliminary roadway plan set has been posted to Project PATH. PennDOT did not seek concurrence from the PA SHPO.

Thank you.

Signed,



Veronica Martin | Architectural Historian District 8-0
she/her/hers
PA Department of Transportation | Highway Administration
Bureau of Design and Delivery |
Environmental Policy and Development Division | Cultural Resources
2140 Herr Street | Harrisburg, PA 17103
Phone: 717-705-1482 | vermartin@pa.gov

www.pa.gov/penndot

CONNECT WITH PENNDOT

[Facebook](#) | [X](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#)

From: vermartin@pa.gov <vermartin@pa.gov>

Sent: Friday, September 19, 2025 11:04 AM

To: Martin, Veronica <vermartin@pa.gov>

Subject: PennDOT Cultural Resources Update: I-83 South Bridge Replacement; Dauphin County; SR 83-094; MPMS# 113754

THE PROJECT UNDER DISCUSSION:

I-83 South Bridge Replacement

Dauphin County

PROJECT UPDATE SUMMARY:

PennDOT, on behalf of the Federal Highway Administration (FHWA), is providing a preliminary roadway plan set for the I-83 South

Bridge Replacement project. Due to the large size of the document, it has been divided into four separate parts based on page

numbers. The chosen design for the replacement bridge is also included in the provided plan set. PennDOT is also providing a revised

above ground area of potential effect (APE) map as the APE for the project has extended further east along I-

83. The archeological

limits of disturbance (LOD), Section 106 above ground and archaeological effect finding, and the overall Section 106 effect finding remains the same. PennDOT is not seeking concurrence on this posting.

For more information on this posting, please follow this link:

<https://path.penndot.pa.gov/PostingDetails.aspx?ProjectID=58554&PostingID=34338>

If you have a Section 106-related comment on this posting, please respond by 10/19/2025

WHO TO CONTACT AT PENNDOT: Veronica Martin (vermartin@pa.gov)

FURTHER PROJECT DETAILS:

MUNICIPALITY: Harrisburg City (Dauphin)

SR: 83

SECTION: 094

MPMS: 113754

SHPO REVIEW NUMBER: 2021PR02808

PROJECT DESCRIPTION: I-83 South Bridge over the Susquehanna River Harrisburg City Bridge Replacement and Widening

SECTION 106 Stage: Determination of Effects

SECTION 106 Effect: Historic Properties Affected - No Adverse Effect

TO UNSUBSCRIBE:

If you would like to stop receiving these notifications, please click the link below, or copy and paste it into your browser.

<https://path.penndot.pa.gov/Unsubscribe.aspx?U=VGhIHNwZWNPZmlkZCBrcmVkaXkgaXMgbm90IGEdmFsaWQgc2l6ZSBmb3lkdGhpcyBhbGdvcmI0aG0uDQpQYXJhbWV0ZXlgbmFtZToga2V50>

Appendix D: Capital Area Greenbelt Coordination

Capital Area Greenbelt Association
Post Office Box 15405
Harrisburg, PA 17105-5405
www.caga.org



June 21, 2024

Mr. Rich Reisinger, Assistant District Engineer
PennDOT District 8
2140 Herr Street
Harrisburg, PA 17103

Dear Mr. Reisinger,

Since 2019, our Association and PennDOT have been working together on a Greenbelt improvement plan as part of the I-83 South Bridge Replacement Project. The concept plan (see attached drawing) included notable improvements to the trail and trailhead parking. It also included a proposed comfort station, contingent upon identifying a local entity to manage its operation. We fully support the trailhead and the other improvements, but have concluded that the proposed comfort station would be a difficult facility for the City and/or our Association to maintain and secure.

We would suggest that the resources that were to be committed to the comfort station instead be used to help secure a permanent location for the Greenbelt on the Phoenix Associates Property. The Greenbelt is currently located on a 2-acre portion of the Phoenix Associates property that is bounded by the Susquehanna River to the west and South Front Street to the east. This 870' section of the Greenbelt has been available to the public since March of 1996 on a permissive basis, but public use is not permanently protected by easement or public ownership.

It would be a major benefit to the City and the public to work cooperatively to close this gap and achieve permanent status for this small but significant portion of the 20+ mile Greenbelt Trail. We believe this benefit would greatly outweigh the construction of a comfort station under the new bridge.

In 1996, we received written permission from Alex Grass, acting with the consent of the other partners in Phoenix Associates, to construct the Greenbelt on its property. Greenbelt volunteers, with assistance from the City of Harrisburg and the Department of Conservation and Natural Resources, built the trail and established a Memorial Tree Garden. For over 28 years, our volunteers have continued to maintain this section, mowed the grass, and cared for 100+ memorial trees.

We understand PennDOT will be acquiring some or all of the Phoenix Associates property for the South Bridge project. When we met in January, staff shared that more information regarding right-of-way needs would be available in the Spring.

PennDOT has recognized the value of the Greenbelt and has supported its renewal with over \$10 million in federal funds since the 1990s. The Tri-County Planning Commission recently awarded CAGA \$1.4 million in Transportation Set-Aside Funds to restore the Greenbelt's Paxtang Parkway. Thanks to

continued PennDOT support, the Greenbelt is Dauphin County's largest shared use trail system that has grown to a 24-mile trail system with a 20-mile loop around Harrisburg. It is the spine of the region's active transportation system and our top priority is to keep the 20- mile intact, safe, and easy to access. Our municipal partners own and protect 97% of the trail mileage and only 3% of the trail remains unprotected in private ownership. The Phoenix Associates parcel is one of three remaining privately owned parcels that we are seeking to permanently protect.

We are requesting a meeting to discuss this recommendation and to receive an update on PennDOT's plans for the I-83 South Bridge Replacement Project as it relates to our stewardship of the Greenbelt's Memorial Tree Garden and our trail near the bridge.

We thank you for your decades of support and look forward to further discussions on opportunities to improve the Greenbelt in South Harrisburg and permanently protect this section. Please continue to coordinate with our Association's Vice President, Diane Kripas on this project. Diane can be reached at 717 991 2534 or dwkripas@gmail.com

Sincerely,



Doug Hill, President
Capital Area Greenbelt Association

cc: Diane Kripas
cc: Sharon Orkin

Attachment

Stakeholder Meeting – Capital Area Greenbelt Association Coordination Meeting Memo

Date: August 14, 2024
Time: 11:00 AM
Location: @ the District Office

ATTENDEES	REPRESENTING	EMAIL
Richard A. Reisinger	Assistant District Executive - Design	ricreising@pa.gov
Heidi A. Mertz	Design Services Engineer	hmertz@pa.gov
Dustin Palmer	District Right of Way Administrator	dupalmer@pa.gov
Marwa Said	Senior Project Manager	msaid@pa.gov
John M. Bachman	Senior Project Manager	jobachman@pa.gov
Sharon Okin	District Environmental Manager	sokin@pa.gov
Doug Hill	Capital Area Greenbelt	dehill717@gmail.com
Diane Kripas	Capital Area Greenbelt	dwkripas@gmail.com
Mike Krempasky	Capital Area Greenbelt	mikekrempasky@gmail.com

MEETING PURPOSE

The primary objective of this meeting was to address the request made by GACA to discuss their preference for the removal of the comfort station from the proposed enhancements to the front street parking. Furthermore, the meeting served to provide the district with an update regarding their future trail improvement plan.

MEETING DISCUSSION OUTCOME:

1. In conclusion, a decision was made to remove the comfort station from the final plans of the South Bridge project, as the City of Harrisburg declined to sign the maintenance agreement for the station due to safety concerns. Marwa stated that she will be updating the City of Harrisburg regarding the removal of the comfort station from the project plans and will work with the city on the maintenance agreement for the parking area only.
2. For the memorial garden, the design team must ensure that the special provision regarding the removal of plaques is clearly communicated. The contractor is responsible for storing the removed plaques. After planting the replacement trees, the contractor needs to coordinate with the Greenbelt, as they have expressed concerns about some of the older plaques and their interest in replacing them.
3. The Greenbelt will be responsible for ordering the replacement of the plaques
4. The green belt stipulates that all tree replacements must consist of native species. Additionally, it is essential to engage in coordination with them to identify the specific types of trees required for this initiative.

**Stakeholder Meeting – Capital Area Greenbelt Association Coordination Meeting
Memo**

Date: April 15, 2025
Time: 9:00 AM
Location: @ the District Office

ATTENDEES	REPRESENTING	EMAIL
Richard A. Reisinger	Assistant District Executive - Design	ricreising@pa.gov
Heidi A. Mertz	Design Services Engineer	hmertz@pa.gov
Dustin Palmer	District Right of Way Administrator	dupalmer@pa.gov
Marwa Said	Senior Project Manager	msaid@pa.gov
John M. Bachman	Senior Project Manager	jobachman@pa.gov
Sharon Okin	District Environmental Manager	sokin@pa.gov
Doug Hill	Capital Area Greenbelt	dehill717@gmail.com
Diane Kripas	Capital Area Greenbelt	dwkripas@gmail.com
Mike Krempasky	Capital Area Greenbelt	mikekrempasky@gmail.com

MEETING PURPOSE

The primary objective of this meeting was to provide an update to CAGA regarding the timelines for the South Bridge project and East Shore Section 3. Furthermore, CAGA intended to present their future relocation plans for South Harrisburg

MEETING DISCUSSION OUTCOME:

1. CAGA introduced their future plan at Sycamore Street, presenting two options. PennDOT informed CAGA that one of these options conflicts with access to the Pennsy property, as the project will require adjustments to the gate access to accommodate delivery trucks and construction traffic that will be utilized for the construction of the south bridge. However, we assured CAGA that as the design progresses, we will provide more detailed information to assist the Greenbelt in planning for the future trail.
2. CAGA discussed the options for trees in the memorial garden and requested that the design team meet in the field to assess the total number of trees that need to be replaced. Marwa confirmed that they will reach out after the meeting to schedule a time for this site visit.
3. CAGA requested an update on the underpass at Cameron st project during the Farm Show. Rich informed them that the construction work is anticipated to be completed by June.
4. CAGA mentioned the Tour de Belt event scheduled for June 1st and asked whether PennDOT could ensure the route would be open for the event. Rich recommended that they prepare a contingency plan, which would involve having the City police provide support at the intersection during the event.

Stakeholder Meeting – Capital Area Greenbelt Association Field Meeting Memo

Date: May 28, 2025
Time: 10:30 AM
Location: 900 S. Front St., Harrisburg, PA 17104

ATTENDEES	REPRESENTING	EMAIL
Marwa Said	Senior Project Manager	msaid@pa.gov
Eric Gogola	Consultant Project Manager	egogola@hntb.com
Doug Hill	Capital Area Greenbelt	dehill717@gmail.com
Mike Krempasky	Capital Area Greenbelt	mikekrempasky@gmail.com
Others from CAGA were in attendance		

MEETING PURPOSE

The primary objective of this meeting was to continue final design coordination with CAGA and provide an update on where the design stands and the commitments.

MEETING DISCUSSION OUTCOME:

1. Introductions/Project Overview – The attendees began with introductions. Marwa Said and Eric Gogola provided an overview of the work and the previous plans for the area in question.
2. Greenbelt Detour during Construction – Eric Gogola discussed the detour of the Greenbelt during construction. It was noted that Greenbelt traffic would use S. Front St. during construction with short-term stoppages as necessary for material delivery, beam placement, and bridge demolition activities. Signage detailing the path to take would be placed prior to the detour being in place.
3. Memorial Garden – For the memorial garden, the design team will provide a special provision including the following requirements:
 1. Memorial Tree Inventory to be used to coordinate which trees species will not be replaced in-kind but with another native species as chosen by CAGA representatives. Replacement trees will be planted by the contractor once a species is selected by CAGA.
 2. Memorial Plaque Removal/Storage is the contractor’s responsibility. The contractor will coordinate with CAGA on damaged plaques that need replacement. CAGA will provide replacement of plaques damaged prior to construction or if replacement of all plaques is warranted.
 3. Coordination with CAGA will be required throughout construction.
4. The attendees walked the site to discuss the limits of disturbed area. There are remnants of existing structures in and around the limits. Only those structures within the temporary construction easement and previously identified will be removed.

Appendix E: Lemoyne Borough Coordination

Stakeholder Meeting – Lemoyne Borough Coordination Meeting Memo

Date: March 5, 2024

Time: 11:00 AM

Location: Lemoyne Borough: Office (510 Herman Ave, Lemoyne, PA 17043)

ATTENDEES	REPRESENTING	EMAIL
Richard A. Reisinger	Assistant District Executive - Design	ricreising@pa.gov
Mark A. Malhenzie Lemoyne official	Senior Project Manager	mmalhenzie@pa.gov

MEETING PURPOSE

The primary objective of this meeting was to discuss with Lemoyne borough official ideas of preserving the memory of the Lemoyne mural.

MEETING DISCUSSION OUTCOME:

PennDOT and Lemoyne Borough officials discussed ideas for preserving the mural, which will be under fill due to the South Bridge project. The meeting concluded with the understanding that the mural cannot be preserved physically, but there are ideas to commemorate it. Lemoyne Borough has requested the following to maintain the memory of the mural:

1. Wrapping the existing mural with a protective cover prior to placing the fill.
2. Creating a documentary-style video that documents the making of the mural and features community members who assisted in painting it.
3. Capturing a high-resolution photograph of the mural for future use.
4. Providing a QR code that links users to the video, which will be hosted on the borough's website.

Stakeholder Meeting – Lemoyne Borough Coordination Meeting Memo

Date: Feb 25, 2025

Time: 10:30 AM

Location: Lemoyne Borough: Office (510 Herman Ave, Lemoyne, PA 17043)

ATTENDEES	REPRESENTING	EMAIL
Richard A. Reisinger	Assistant District Executive - Design	ricreising@pa.gov
Derek Mitch	District Bridge Engineer	dmitch@pa.gov
Marwa Said	Senior Project Manager	msaid@pa.gov
Kyle Snyder	District Planner	kysnyder@pa.gov
Emily Osilka	Transportation Planning Specialist	eosilka@pa.gov
Eric Gogola	HNTB	egogola@hntb.com
Robert Nuss	KCI	robert.nuss@kci.com
Suzanne Yenchko	Lemoyne borough	syenchko@lemoynepa.com

MEETING PURPOSE

The primary objective of this meeting was to present the draft Mural documentary video seeking the borough feedback and discuss the borough concern regard the location of Ramp’s” bridge

MEETING DISCUSSION OUTCOME:

PennDOT presented the draft Mural video to Sue. Her feedback will be incorporated into the final product. Sue will also present the draft video to the borough board and share any additional comments with Marwa.

Rob Nuss presented and discussed the borough’s concerns regarding Ramp X as follows:

Lemoyne Borough is concerned that, under the current configuration, trucks on I-83 southbound exit Ramp X to 3rd Street at Lowther Street and use Lowther Street to access the industrial and warehouse area along 10th Street. With the proposed Ramp X configuration connecting to 3rd Street north of I-83, trucks may use Hummel Avenue instead of Lowther Street to reach the 10th Street area. Hummel Avenue is a residential street and is not intended for high volumes of truck traffic. Although the design team does not anticipate a significant shift from Lowther Street, several measures could be considered to discourage truck traffic on Hummel Avenue and other residential streets within the borough.

- Install blue and white Tourist Oriented Directional (TOD) signs along Ramp X to guide trucks to the designated industrial area. The signs will direct truck traffic to turn left onto 3rd Street. This is a low-cost solution, but its effectiveness depends on truck drivers following the signage.

- Conduct a traffic study in response to Lemoyne Borough's request to post Hummel Avenue, a state-owned road, with truck size restrictions. Police support will be necessary to enforce violations.
- Since Herman Avenue and Bosler are Borough streets, Lemoyne may consider a traffic study to restrict truck access on these roads.
- Curb extensions or bump outs at the intersections of Herman, Hummel, and Bosler Avenues with 3rd Street would narrow street entrances, reducing pedestrian crossing times and discouraging truck turns. These features could be included in the final design of the I-83 project or the current 3rd Street streetscape project. Although they require a moderate initial investment, they are highly effective and do not incur enforcement or long-term maintenance costs.

Sue will present the recommendation for ramp "x" to the board and will inform Marwa of any feedback.

INTERSTATE 83, JOHN HARRIS MEMORIAL (SOUTH) BRIDGE

SR 0083 Section 094, Dauphin County, PA

Meeting with Lemoyne Borough

Date: May 29, 2025
Time: 11:00 AM
Location: Lemoyne Borough Building

ATTENDEES

Amanda Seibert
Mike Knouse
Derek Mitch
Steve Moore
Dustin Palmer
Marwa Said
Eric Gogola
Rob Nuss

REPRESENTING

Lemoyne
Lemoyne
PennDOT
PennDOT
PennDOT
PennDOT
HNTB
KCI

Invited but did not attend

Gail Gallo Lemoyne Borough

MEETING PURPOSE

The purpose of the meeting was to discuss the several items of coordination between PennDOT and Lemoyne Borough for the I-83 South Bridge project .

MEETING DISCUSSION

PennDOT gave a quick overview of the project and reason for the meeting. They indicated that PennDOT’s goal is to advertise the project in March 2026 with a bid opening in June 2026. Several items were discussed as follows.

1. Sidewalk Maintenance Agreement: PennDOT asked Lemoyne Borough if there were any issues that Lemoyne Borough had with signing the agreement. The Lemoyne Borough attendees indicated that they did not know of any and that the Borough would like sidewalk on both sides of 3rd Street across the bridge over I-83. **Action: PennDOT to send Lemoyne the standard agreement to act on.**
2. Lighting: PennDOT asked Lemoyne if they decided on if they desired to have the sidewalk lighting in the parapets of the 3rd Street bridge over I-83. After a brief discussion on where other street lighting may be, Lemoyne attendees indicated that the Borough is interested in the lighting. **Action: PennDOT to send Lemoyne details of the lighting plus a lighting maintenance agreement.**
3. Curb Extensions/Bump Outs: PennDOT indicated that they understood Lemoyne Borough’s concern with truck traffic turning right from Ramp X (the I-83 southbound exit ramp) and using Herman and/or Hummel Avenue to access the industrial complex near 10th Street. One solution may be to add bump-outs to the intersections of these two streets with 3rd Street. Lemoyne Borough showed a streetscaping design they have been developing for 3rd Street which included bump-outs on 3rd Street at Herman Ave to aid pedestrians crossing 3rd Street. They did not want to add bump-outs on Herman Ave due to emergency services vehicles needing to use this intersection. At the time, they think the streetscape project will be ready to let in 2026. Lemoyne Borough agreed to have PennDOT’s team coordinate directly with Rettew who is doing the design for the Borough. **Action: KCI and Rettew to coordinate on the limits of work for each project and the timing of construction.**

INTERSTATE 83, JOHN HARRIS MEMORIAL (SOUTH) BRIDGE

SR 0083 Section 094, Dauphin County, PA

Meeting with Lemoyne Borough

4. Industrial Signing: Another way to help guide trucks to Lowther Street to access the industrial complex along 10th Street is with the “blue way finding signs”. PennDOT asked if Lemoyne was interested in these signs and if they had decided on a name for the complex, as business names cannot be used. Lemoyne attendees indicated that they are interested and are working on a name. **Action: Lemoyne Borough to provide the name of the industrial complex to PennDOT and pass a resolution making the name official.**
5. Traffic Signals: As part of the project, PennDOT will be replacing the signal equipment at the intersection of Lowther Street/Maple Street and Lowther Street/3rd Street along with installing a new signal at the 3rd Street/Ramp X intersection. PennDOT indicated that they need a list of signal equipment the Borough uses. Lemoyne asked if they could review the signal plans. All parties agreed to have Lemoyne’s Engineer, Rettew and PennDOT coordinate on these items. **Action: KCI to provide current set of plans to Rettew for review. Rettew to provide a proprietary item request letter when they send their signal design comments.**
6. Right-of-way: PennDOT asked Lemoyne how their appraisal was progressing and offered to share PennDOT’s appraisal if that would aid Lemoyne in their decision making process. Lemoyne indicated that they hoped to have their independent appraisal completed within a few weeks. PennDOT stressed the need to move forward in the process due to the impending let date. PennDOT wishes to avoid a condemnation, but will proceed with one if needed to meet the project schedule.

We believe that the above accurately reflects what transpired at this meeting. However, we will appreciate comments involving a difference in understanding of what occurred. Unless we are notified in writing to the contrary within ten (10) days after receipt, we will assume that all in attendance concur in the accuracy of this summary.

Minutes Prepared by: **KCI**

County: Dauphin
Project Short
Title: South Bridge Replacement
Project (SR &
Sec): SR 0083 Sec 094

Agreement #: 08B549
MPMS#: 113754

SIDEWALK AND ROADWAY LIGHTING AGREEMENT

This sidewalk and roadway lighting agreement is between the Commonwealth of Pennsylvania, acting through the Department of Transportation, and the Borough of Lemoyne, a political subdivision of the Commonwealth of Pennsylvania.

PennDOT is authorized to cooperate with political subdivisions of the Commonwealth in the coordination of plans and policies for the development of ground facilities and is authorized to enter into all necessary contacts and agreements with political subdivisions of the Commonwealth pursuant to Sections 2002(a)(7) and 2001.1 of the Administrative Code of 1929, as amended, 71 P.S. §§512(a)(7) and 511.1.

The parties, intending to be legally bound, agree as follows:

1. **Definitions.** As used in this agreement, the following terms have the meanings set forth below:

“**ADA**” means the Americans with Disabilities Act of 1990 (Public Law 101-336, 42 U.S.C. § 12101 et seq.).

“**Lighting System**” means an electrical lighting system, consisting of sufficient poles, arms, bases, conduit, junction boxes, wire, cables, luminaires, controls and related equipment.

“**Municipality**” means Lemoyne Borough.

“**PennDOT**” means the Department of Transportation of the Commonwealth.

“**Project**” means the project involving sidewalk and lighting improvements, labeled and shown on the plans attached as Exhibit A.

“**Publication 408**” means the most current version of PennDOT’s Specifications, Publication 408, its amendments and supplements.

2. **Project.** PennDOT shall design and construct the Project. PennDOT has determined that the sidewalk and lighting are appropriate as part of the Project.

3. **Installation of Sidewalk.** PennDOT shall install the sidewalk in accordance with plans prepared by PennDOT. The plans and installation will comply with the ADA and its related regulations, and in accordance the guidance set forth in PennDOT Publication 13M, Chapter 6, unless it is structurally impracticable to meet the requirements of the ADA and its related regulations, or there are insurmountable site or technical infeasibilities involved in the design or construction of the pedestrian facilities. Where existing constraints limit the ability to fully meet the latest ADA standards, the improvements or upgrades must be done to provide access to the maximum extent feasible.

4. **Notice of Sidewalk Completion.** Upon PennDOT's completion of the sidewalk, PennDOT shall send the Municipality a written notice of completion.

5. **Sidewalk Maintenance.**

a. **Scope.** All references to sidewalk in this agreement include curb ramps and blended transitions included as part of the Project.

b. **Municipality to Maintain Sidewalk.** Upon receipt of the written notice of completion, the Municipality shall provide for year-round maintenance of the sidewalk.

c. **Level of Service.** The sidewalk must remain in operable working condition. The Municipality shall maintain those features of facilities and equipment required to be readily accessible to and usable by persons with disabilities in accordance with 28 CFR § 35.133. The Municipality shall adopt standards and practices ensuring that the Municipality's day-to-day operations keep the pedestrian path of travel open and usable for all persons, including those with disabilities, throughout the year (including snow and debris removal, and maintenance of accessible pedestrian walkways in work zones).

d. **Service Interruptions.** While isolated or temporary interruptions in service or access due to maintenance or repairs may be allowed, the Municipality shall ensure reasonable alternative pedestrian access accommodations for long-term disruptions.

e. **Sidewalks on Bridge.** PennDOT shall maintain the structural integrity and substructure of the pedestrian facilities to ensure structural integrity of the sidewalk. The Municipality shall remove snow and debris from the sidewalk to ensure the path of travel on pedestrian facilities on the bridge is open and usable for all persons throughout the year.

PennDOT and the Municipality shall also maintain accessible pedestrian walkways on bridges in their respective work zones and correct other disruptions each party may cause to such pedestrian walkways with only isolated or temporary disruptions in accessibility. Reasonable alternative pedestrian access accommodations shall be made for long-term disruptions.

6. Installation of Lighting System.

- a. **Construction.** PennDOT, by contract and without cost to the Municipality, shall construct a Lighting System at the places and positions and in the intensities shown on the drawings and provided for in the specifications prepared for or approved by PennDOT, attached as Exhibit B.
- b. **Primary Features.** The Lighting System will consist of primary features including new lighting fixtures in the barrier structures that illuminate the sidewalk.

7. **Highway Occupancy Permit.** The Municipality shall apply for highway occupancy permits in conjunction with the transfer of the Lighting System under section 8 below. PennDOT's approval may not be unreasonably withheld. The Municipality shall comply with this agreement, the highway occupancy permit, and PennDOT's regulations at 67 Pa. Code Chapter 459, including, but not limited to, indemnification and maintenance and protection of traffic.

8. **Transfer of Right, Title, and Interest In and To Lighting System.** PennDOT's right, title, warranties, and interest in and to the Lighting System will transfer to the Municipality upon completion of the installation of the Lighting System in an operable condition satisfactory to PennDOT.

9. **Conditions of Transfer of Lighting System.** The Municipality shall assume ownership, custody, and control of the Lighting System, as authorized in the resolutions attached as Exhibit C, subject to the following:

- a. **Operation and Maintenance.** Except as provided in subsection (c) below, the Municipality shall energize, operate, and maintain the Lighting System, in a good state

of repair satisfactory to PennDOT. The Lighting System may not be an impediment, either horizontally or vertically, to the vehicular use of the entire traveled width of the roadway. The Municipality shall provide safeguards during maintenance or repair work to protect the safety of the traveling public. The Municipality shall not alter or change the light fixtures installed by the Project.

b. **Specifications and Approval.** Upon expiration of the guarantee to be furnished by PennDOT's contractor in accordance with Publication 408, the Municipality shall replace, as applicable, defective units, poles, bases, arms, junction boxes, wire, cables, conduit, luminaires, controls, and other components of the Lighting System, in accordance with Publication 408. The Municipality shall not make any replacement without first securing PennDOT approval, in accordance with 67 Pa. Code Chapter 459.

c. **PennDOT Repairs.** PennDOT may repair any or all parts of the Lighting System not maintained in a condition satisfactory to PennDOT, subject to reimbursement by the Municipality of the cost.

d. **Third Party Contracts.** The Municipality shall be responsible for making contractual arrangements with electric utilities and, if involved, maintenance contractors, for services and materials required to comply with this agreement.

e. **Prohibited Use.** The Municipality shall include in its agreements with electrical utilities and, if involved, maintenance contractors a clause prohibiting use of the Lighting System for purposes other than highway lighting.

10. **Liquid Fuels Tax Fund.** If the Municipality fails to perform any of the terms, conditions, or provisions of this agreement, including, but not limited to, any default in maintenance requirements, for a period of 45 days, PennDOT shall withhold so much of the Municipality's Liquid Fuels Tax Fund allocations as may be necessary to maintain the sidewalk, pedestrian and bicycle path, or Lighting System or to reimburse PennDOT in full for all costs due or incurred under this agreement.

11. **Commonwealth Standard Terms and Conditions.** The Municipality shall comply with the Commonwealth Standard Terms and Conditions, attached as Exhibit D. As used

in Exhibit D, the term “Contractor” refers to the Municipality.

12. **Administrative Agency Law.** Actions arising under the highway occupancy permits to be issued to the Municipality will be governed by the Administrative Agency Law, 2 Pa. C.S. Sections 501-508 and 701-704; 1 Pa. Code Chapters 31, 33 and 35, known as the General Rules of Administrative Practice and Procedure; and 67 Pa. Code Chapters 459 and 491.

13. **Merger with Highway Occupancy Permit.** This section applies where highway occupancy permits have been issued in conjunction with construction of the Lighting System. Upon completion of the construction of the Lighting System and the assumption of ownership, custody, and control of it by the Municipality, this agreement will be merged with the highway occupancy permits to be issued to the Municipality. Terms, conditions, or provisions of this agreement that have not yet been performed or whose performance continues after construction will become terms, conditions, and provisions of the highway occupancy permits.

14. **Records and Audit Requirements.** The Municipality shall maintain, and shall require its consultants and contractors to maintain, all books, documents, papers, records, supporting cost proposals, accounting records, employees' timecards, payroll records, and other evidence pertaining to costs incurred under this agreement for a period of seven years. The Municipality shall make materials available at all reasonable times and shall furnish copies, if requested.

15. **Term and Termination**

a. **Term.** This agreement will continue in full force and effect indefinitely, unless terminated as provided in this agreement. The effective date of this agreement is the date this agreement is fully executed by the Municipality and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

b. **Termination for Convenience of Non-Appropriation.** The parties may cancel or terminate this agreement for convenience or non-appropriation until the date the Project is awarded, but not after that date. Each party shall bear the costs it incurred during the time this agreement was in effect.

c. **Termination for Cause.** This agreement will not terminate for cause unless the

cause renders it void or otherwise unenforceable. If one party alleges an event of default has occurred resulting in termination, and the other party disputes whether a breach has occurred, then this agreement will not terminate until and unless the dispute is resolved and this agreement is determined to be void or otherwise unenforceable.

d. **Accrued Rights and Obligations.** Termination of this agreement for any reason does not release either party from any liability which, at the time of termination, has already accrued to the other party or which is attributable to a period prior to termination, nor preclude either party from pursuing any rights and remedies it may have with respect to any breach of this agreement.

16. **Resolutions and Ordinances.** The Municipality shall pass ordinances or resolutions as may be necessary to accomplish the purposes of this agreement.

17. **Amendments and Modifications.** No alterations or variations to this agreement are valid unless made in writing and signed by the parties. Amendments to this agreement will be accomplished through a formal written document signed by the parties with the same formality as the original agreement.

18. **Severability.** The provisions of this agreement are severable. If any phrase, clause, sentence or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and its applicability to any government, agency, person or circumstance is held invalid, the validity of the remainder of this agreement and its applicability to any government, agency, person or circumstance will not be affected.

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

20. **Independence of the Parties.** Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between

the Municipality and PennDOT, or as constituting PennDOT as the representative or general agent of the Municipality.

21. **Assignment.** This agreement may not be assigned, either in whole or in part, without PennDOT's written consent.

22. **No Third-Party Beneficiary Rights.** This agreement does not create or intend to confer any rights in or on persons or entities not a party to this agreement.

23. **Notice.** All notices and reports required under this agreement must be in writing and given to the parties at the address provided under this agreement, either by regular mail, e-mail, or delivery in person:

If to PennDOT: Heidi Mertz, P.E., Design Services Engineer
Engineering District 8-0
Address: 2140 Herr Street
Harrisburg, PA 17103
Email: hmertz@pa.gov

If to the Borough of Lemoyne: Gale Gallo, Council President
Lemoyne Borough
Address: 510 Herman Avenue
Lemoyne, PA 17043
Email: Ggallo@lemoynepa.com

Any party may update this contact information without the need for formal amendment by providing the other party notice.

24. **Force Majeure.** Neither party will be liable for failure to perform under this agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.


25. **Integration and Merger.** The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. It is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

26. **Counterparts.** The parties may execute this agreement in counterparts, each of which is deemed an original and has the full force and effect as an original, but all of which constitute one and the same instrument.

27. **Electronic Signatures.** The parties may sign this agreement electronically in accordance with the Electronic Transactions Act, 73 P.S. § 2260.301, *et seq.*

[The remainder of this page is intentionally left blank.]

The parties have executed this agreement to be effective as of the date of the last Commonwealth signature affixed below.

Borough of Lemoyne
BY 

Title: Council President

Date: 09/18/2025

Please attach a resolution providing proof of signature authority for the signer to sign on behalf of the Municipality, Authority or other governmental entity. Signers need to indicate titles and date signatures.

DO NOT WRITE BELOW THIS LINE--FOR DEPARTMENT USE ONLY

APPROVED AS TO LEGALITY
AND FORM

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

Kevin M. Keefe, P.E.

2025.10.07 13:05:22

-04'00'

 10/20/2025

Office of Chief Counsel Date



Deputy Secretary or designee

Date

10/07/2025

kellysmith

Digitally signed by kellysmith
DN: dc=LCL, dc=PA, ou=CWOPA, ou=GC,
ou=OGC, ou=USERS, cn=kellysmith
Date: 2025.11.01 11:40:37 -04'00'

Office of General Counsel Date



Digitally signed by Bettina
Peluso
Date: 2025.11.12 13:43:40 -05'00'

Office of Attorney General Date

LIGHTING SYSTEM SPECIFICATIONS

ITEM 9000-9989, **BARRIER LUMINAIRE**

Provision Body

I. DESCRIPTION – This work consists of the furnishing and installation of decorative luminaires located in the bridge barrier as indicated.

II. MATERIAL – Provide the following manufacturers:

1. Amerlux Exterior – Passo Steplight PRCD8
2. Hubbell Lighting – EL807
3. Hydrel – HSL13 (9” long)
4. or approved equal.

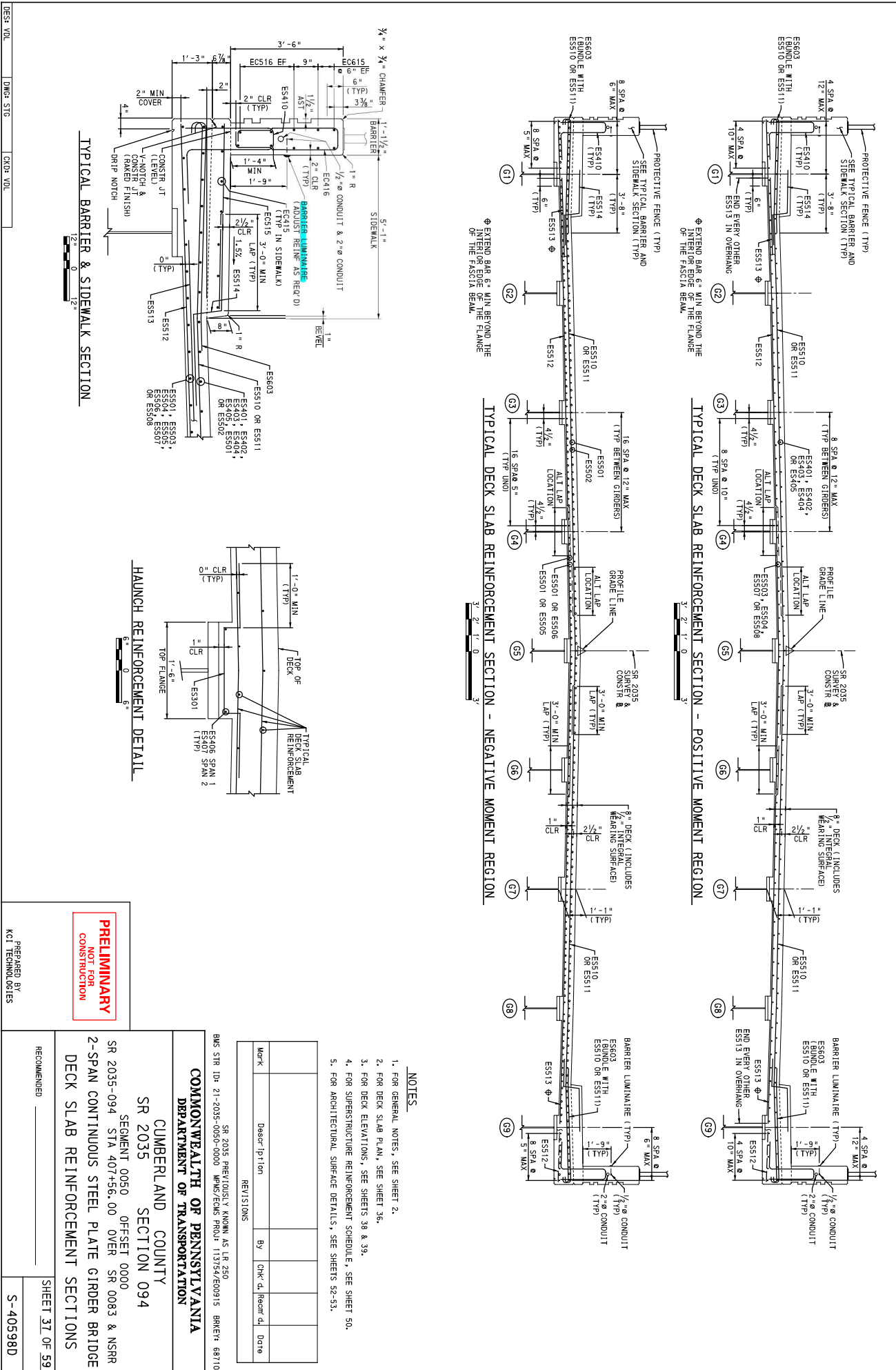
Provide a black faceplate finish.

General:

1. Provide luminaires, complete and ready for installation, in accordance with the number, type, material, finish, electrical components and characteristics, and with the necessary hardware and auxiliary equipment, as indicated.
2. Mark luminaires clearly with manufacturer's name and catalog number, voltage, acceptable lamp type, designated wattage, and label for intended use (wet location, outdoor use, etc.).
3. Luminaires' LED array, heatsink and driver shall have an Ingress Protection (IP) rating of IP66.
4. Lamping: Lamping is to be LED type with the characteristics as indicated below.
 - a. Maximum Wattage: 10
 - b. Minimum Luminaire Initial Output in Lumens: 160
 - c. Color Temperature: 4000K
 - d. Minimum Color Rendering Index: 80
5. Driver: Provide integral constant voltage driver with the following specifications:
 - a. UL1310, Class 2 and UL879 recognized
 - b. Single output, constant voltage design
 - c. Input range: 100 to 277 VAC
 - d. Output range: 24VDC plus or minus 5%
 - e. Operating temperature: -30 to 50 degrees Celsius
 - f. Comply with FCC regulations, Title 47 of the U.S. Code of Federal Regulations
 - g. Transient protection in accordance with IEEE C62.41 Category C guidelines.

III. CONSTRUCTION – In accordance with *PennDOT Publication 408: Highway Construction Specifications* (2020), Section 910, Highway Lighting,

IV. MEASUREMENT AND PAYMENT – Each, including fixture with all miscellaneous hardware, LEDs and material needed to provide a complete and operable lighting fixture.



DES: VOL DWG: STG CHK: VOL

PRELIMINARY
NOT FOR CONSTRUCTION

PREPARED BY
KCI TECHNOLOGIES

SR 2035 PREVIOUSLY KNOWN AS LR 250
BMS SR 10- 21-2035-0050-0000 WMS/REUS PROJ: 113154/E0915 BRCH: 68710

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

CUMBERLAND COUNTY
SECTION 094
SR 2035 OFFSET 0000
SEGMENT 0050 STA 407+56.00 OVER SR 0083 & NSRR
2-SPAN CONTINUOUS STEEL PLATE GIRDER BRIDGE
DECK SLAB REINFORCEMENT SECTIONS

RECOMMENDED SHEET 37 OF 59
S-40598D

- NOTES**
- FOR GENERAL NOTES, SEE SHEET 2.
 - FOR DECK SLAB PLAN, SEE SHEET 36.
 - FOR DECK ELEVATIONS, SEE SHEETS 38 & 39.
 - FOR SUPERSTRUCTURE REINFORCEMENT SCHEDULE, SEE SHEET 50.
 - FOR ARCHITECTURAL SURFACE DETAILS, SEE SHEETS 52-53.

WORK	Description	By	CHK'd	Revised	Date


Exhibit C

RESOLUTION

BE IT RESOLVED, by authority of the Borough Council of the Borough of Lemoyne, Cumberland County, and it is hereby resolved by authority of the same, that the Council President of said Municipality be authorized and directed to sign the attached Sidewalk and Roadway Lighting Agreement on its behalf. Be it further resolved that in accordance with this agreement, the Borough shall assume ownership, custody, and control of the Lighting System.

ATTEST:

Borough of Lemoyne



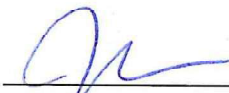
(Signature) Secretary

By: 

(Signature) Council President

I, Jenn Erickson, Secretary of the Borough Council of the Borough of Lemoyne, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Borough Council, held the 18 day of September, 2025.

Date: 9/18/25



(Signature) Secretary

NOTE: Signature on the Agreement must conform with the signature on this Resolution.

Commonwealth Standard Terms and Conditions (Revised - 10/1/2023)

1. DEFINITIONS.

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

2. ENHANCED MINIMUM WAGE.

Intentionally Omitted.

3. INDEMNIFICATION.

- a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.
- b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 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 any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

4. NONDISCRIMINATION/SEXUAL HARASSMENT.

- a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:

Exhibit D

- i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.
 - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts’ enforcement and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.
- c. **Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Contractor’s obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for

Exhibit D

a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

- f. **Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

5. CONTRACTOR INTEGRITY.

- a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:
 - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - iii. "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.
 - iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
 - vi. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- b. **Representations and Warranties.**
 - i. **Contractor Representation and Warranties.** The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:

Exhibit D

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 3. had any business license or professional license suspended or revoked;
 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Contractor Explanation.** If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the contract.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.
- iv. **Notice.** The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.
- c. **Contractor Responsibilities.** During the term of this contract, the Contractor shall:
- i. maintain the highest standards of honesty and integrity.
 - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
 - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state

Exhibit D

law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.

- v. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.
 - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
 - viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:
- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
 - ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.
 - iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.
- e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of

Exhibit D

these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

- f. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

6. CONTRACTOR RESPONSIBILITY.

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.
 - ii. The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.

Exhibit D

- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

7. AMERICANS WITH DISABILITIES ACT.

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.
- b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

8. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

9. RIGHT TO KNOW LAW.

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

Exhibit D

- b. **Contractor Assistance.** If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement.**
 - i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

Exhibit D

- g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

10. OFFSET.

Intentionally Omitted.

11. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.

Intentionally Omitted.

12. WORKER PROTECTION AND INVESTMENT.

Intentionally Omitted.