

March 25, 2019

Mr. Peter Joseph
 Town Manager
 Town of Freeport
 30 Main Street
 Freeport, ME 04032

RE: Metro Breez Project

Dear Mr. Joseph,

This letter and associated attachments provide information on the Metro Breez project, a recommendation to continue operating the service along with short and long-term budgetary impacts, and an invitation to the Town of Freeport to join the Metro Board of Directors.

Metro Breez Performance

The table below provides system level ridership statistics for the 3 pilot years. While year 1 fell below original estimates, years 2 and 3 have exceeded estimates. The improvements in performance are the result of the new service maturing, the expansion to Brunswick and removal of Falmouth, the addition of more trips alongside a schedule re-calibration in mid-2017, and the implementation of new transit pass programs. Attachment B provides additional detail on the performance of the Metro Breez.

Pilot Years	Estimated Boardings	Actual Boardings	% Above/(Below) Estimates	Notes
Year 1 (July 2016-June 2017)	30,000	22,110	-26%	Initial launch with Freeport, Yarmouth, Falmouth and Portland.
Year 2 (July 2017-June 2018)	42,800	52,899	24%	Expansion to Brunswick, removal of Falmouth, trips added.
Year 3 (July 2018-June 2019)	45,000	64,646	44%	Apr-June 2019 boardings estimated.

Metro recommends the Metro Breez transition from its pilot phase to a permanent service alongside Metro’s other regional transit routes. This recommendation is based on the project’s strong ridership performance, support among riders and businesses, the long-term potential to relieve I-295 congestion and the opportunity to help drive sustainable community and economic development.



Budget and Costs

On the assumption that the service continues, the transition requires the Town of Freeport to provide funding for the 6-month period of service from July 1, 2019 through December 31, 2019. This will allow Metro to draw down remaining start-up federal grant funds and close-out our fiscal year which runs from January through December. **Metro has determined that Freeport's payment for this transition period is \$36,764 (the same amount is being asked of Yarmouth and Brunswick to support operations).** This is \$4,236 below the \$41,000 estimate I provided to you several months ago.

Although this amount relates to 6 months of service, it is higher than past years contributions, because Metro is beginning the planned transition to allocate to the Breez the full costs of its operation. During the 2014 planning and council approval process for the project, Metro provided a budget forecast for the post pilot project period. This forecast recognized that the start-up federal funding from FHWA's Congestion Mitigation and Air Quality (CMAQ) Program would phase-out after 3 years, but be partially replaced with ongoing operating support from the Federal Transit Administration's Section 5307 Formula Funding Program. Although this funding, along with projected increases in fare revenue, would serve to contain future increases in the local contribution, Metro communicated in 2014 that the new Breez communities should expect a higher local cost once the service transitions to permanence.

The amount indicated above will be Freeport's sole contribution for the town's 2019-20 fiscal year. Because Metro operates on a January-December fiscal year and in accordance with the agency's budget process as stipulated in state statute, Freeport's local contribution for Metro's 2020 fiscal year shall not be due until July 2020 which places this subsequent payment in the town's 2020-21 fiscal year. This budgetary process assumes that the town has joined the Metro Board of Directors this year and is a full participant in Metro's 2020 budget approval process which begins in September of this year.

Attachment C provides additional detail on the Metro Breez's budget performance throughout the pilot project and budget estimates for 2020.

Metro Board of Directors

On the assumption that the participating towns desire the continuation of the Metro Breez, the Board of Directors requests that each municipality join the Board as full members of the agency. The current 10-member Board is comprised of five (5) Directors from Portland, three (3) from Westbrook and two (2) from Falmouth.

On February 28, 2019, the Metro Board approved a Board representation framework in which the towns of Freeport, Brunswick and Yarmouth would each be allocated one (1) seat on the



Board of Directors. In establishing appropriate representation for the three incoming municipalities, the Board evaluated both population levels and amount of service.

As part of the onboarding of new communities, the Board also recognized that the City of Portland would need to increase its representation from 5 to 8 seats. The reason for this relates to Portland's population as well as a level of investment in Metro that equates to between 70-80% of all local contributions. For this reason and until the proportions change, it is necessary that Portland have at least, but no more than 50% of the seats on the Board of Directors.

Attachment D provides an overview of the key issues involved in joining the Board of Directors along with a copy of the relevant section of the Maine Revised Statutes which govern Transit Districts and which serves as the basis for Metro's by-laws.

Next Steps

At the March 26, 2019 Freeport Town Council workshop, Metro staff will present this information, invite comments and respond to questions. I will be happy to provide follow-up presentations as necessary in order to address all questions and concerns. Metro requests that the Town Council take action by the end of May 2019 on its continued participation in the Metro Breez project and the matter of joining the Metro Board of Directors.

The Metro Board of Directors and staff thank you for your support of the Metro Breez and public transit in Maine.

Sincerely,



Greg Jordan
General Manager

Attachments:

- Attachment A – Metro Breez Background and Timeline
- Attachment B – Ridership and Performance Metrics
- Attachment C – Budget Report and Future Cost Forecast
- Attachment D – Board of Directors Topics with Metro By-Laws and MRS Documentation
- Attachment E – Pilot Project Agreement



ATTACHMENT A: METRO BREEZ BACKGROUND AND TIMELINE

2014

Metro worked with the towns of Freeport and Yarmouth to develop and seek funding for express bus project that would tie the communities together and provide transit service to Portland. The two communities committed local funding for operating and capital expenditures for a trial period of 3 years. The Maine Department of Transportation allocated three years of startup funding from the Federal Highway Administration's (FHWA) Congestion Mitigation and Air Quality (CMAQ) Program. The Portland Area Comprehensive Transportation System (PACTS) allocated Federal Transit Administration Section 5307 funding to assist with the acquisition of fleet and installation of bus stops.

2015

With the support of a Task Force made of community members, municipal staff and elected officials, Metro coordinated a 2015 community planning process to determine the route alignment, bus stops, service levels and schedules.

2016

The Metro Breez formally launched in June 2016 alongside the introduction of real-time bus arrival technology.

2017

The town of Brunswick joined the project in August 2017. Maine DOT approved an additional increment of CMAQ funding to support the expansion. Additional trips were added and the schedule recalibrated to provide higher frequency service during weekday peak periods, later evening service, and extended Saturday service.

2018

In coordination with the town of Freeport, Maine DOT and the Maine Beer Company, a major pedestrian and bus stop improvement was completed south of Desert Rd. The improvements included the additional of northbound and southbound bus stops adjacent to the Maine Beer Company and Maine DOT park and ride lot, a southbound bus shelter and pedestrian infrastructure to support safe crossings of Route 1.

2019

Conclusion of Metro Breez pilot project and proposed continuation as a permanent service. Later in 2019, Metro plans to increase fares across its entire transit system while also introducing new fare payment options that will allow riders to pay using a smart card or mobile app.

2020-21

Possible extension of Metro Breez to Scarborough and Saco.

ATTACHMENT B: METRO BREEZ RIDERSHIP AND PERFORMANCE METRICS

Figure B1: Quarterly Ridership (2016-2019)

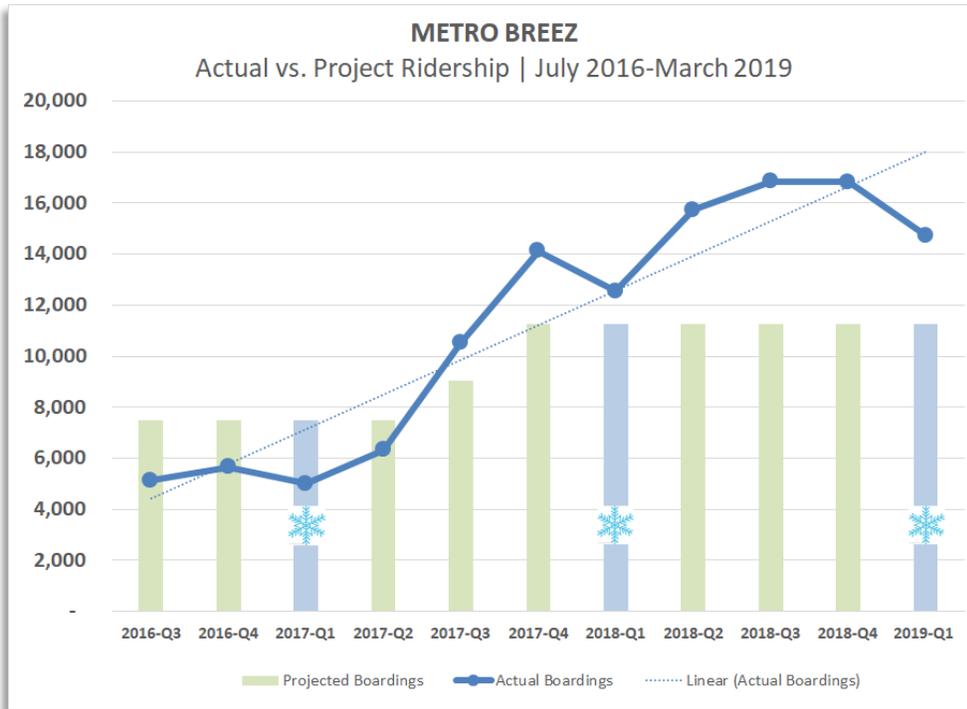


Figure B2: Boardings/Alightings by Community

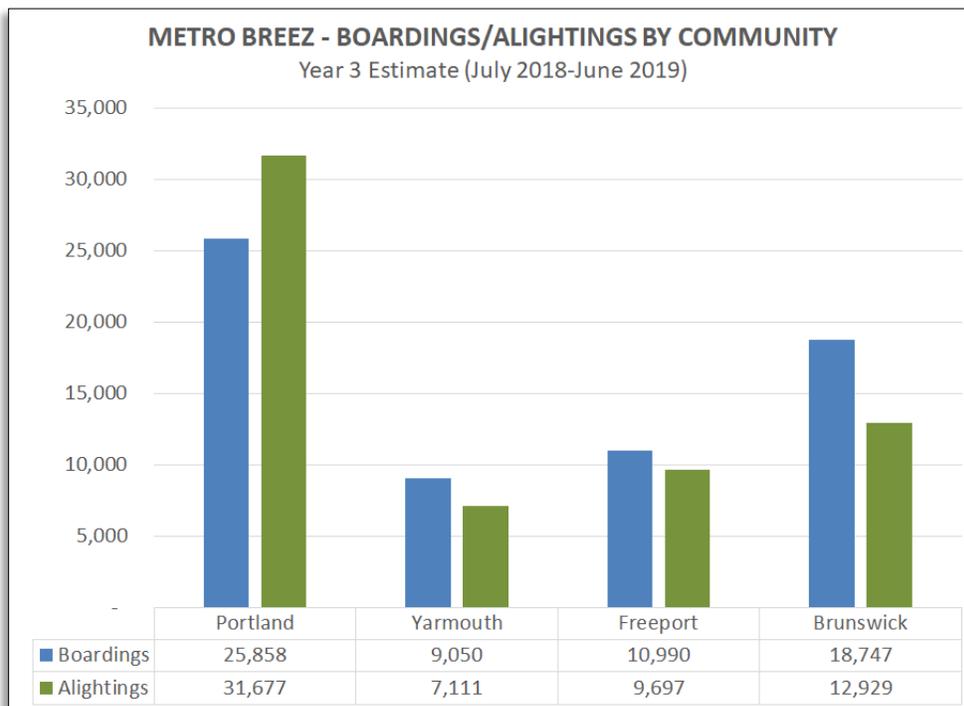


Table B1: Performance Benchmarks and Metrics

Performance Measures	Category	Year 1	Year 2	Year 3
Total Ridership (Estimate)	Service Effectiveness	30,000	42,800	45,000
<i>Actual</i>		22,110	52,899	64,646
Average Boardings per Trip (Est.)	Service Effectiveness	6 or higher	7 or higher	8 or higher
<i>Actual</i>		3.9	7.1	8.4
Fare Recovery Ratio (Est.)*	Cost Efficiency	15%+	18%+	20%+
<i>Actual</i>		17%	27%	30%
Net Cost per Passenger (Est.)*	Cost Efficiency	\$10.00 or under	\$9.00 or under	\$8.00 or under
<i>Actual</i>		\$12.21	\$5.95	\$5.51
On-time Performance (Est.)	Reliability	88% or higher	90% or higher	92% or higher
<i>Actual</i>		2019 YTD is 85%		
Miles Between Equipment Failures (Est.)	Maintenance	10,000 or higher	10,000 or higher	10,000 or higher
<i>Actual</i>		<i>Forthcoming</i>		
Accidents per 100,000 Vehicle Miles (Est.)	Safety	4 or under	4 or under	4 or under
<i>Actual</i>		<i>Forthcoming</i>		
Customer Complaints per 100,000 Boardings (Est.)	Customer Service	5 or under	5 or under	5 or under
<i>Actual</i>		<i>Forthcoming</i>		

Survey Research on Service Quality	Overall Satisfaction	TBD	TBD	TBD
<i>Late 2016 survey with 159 respondents included question on overall impression:</i>		<i>87% Positive or Somewhat Positive</i>	<i>N/A</i>	<i>N/A</i>

* Cost efficiency metrics are based on applicable direct costs only during the pilot period.

ATTACHMENT C: BUDGET REPORT AND FUTURE COST FORECAST

Table C1 on the following page has 3 main elements:

1. **Actual cost and revenue data for the pilot period (2016-17 thru 2018-19).** Only direct costs such as bus operator wages, fuel, bus maintenance parts and public information were allocated during this period. Metro absorbed other indirect costs including maintenance labor, insurance and other overhead related expenses.
2. **Budgeted cost and revenue information for the 6-month period of July-December 2019.** This is meant to be a transition period from the pilot stage to permanence. The 2019 (Jul-Dec) budget reflects a partial year budget to allow for the complete draw-down of the start-up CMAQ funding and to transition the budget cycle to Metro's fiscal year which is January-December. The gross cost is incrementally higher for this 6-month period due to the planned transition to fully recognizing all direct costs associated with the Breez and partial overhead costs. However, most overhead and non-direct costs are withheld from this transition period.

Based on this, the town of Freeport would be asked to contribute \$36,764 in July 2019. This would be the only payment to Metro as part of Freeport's 2019-20 fiscal year.

3. **The 2020 full year forecast reflects the fully allocated cost to provide the Metro Breez based on Metro's January-December fiscal year.** The increase in overall cost relates to the allocation of all direct costs and proportional allocation of overhead costs. A key element of the pilot project was for Metro to absorb these costs during the initial 3-year period so that the cost to the towns was as low as possible. The expectation has been that once the project moved from the pilot stage to a permanent service, then all costs would be allocated fairly.

Non-local funding is based on currently programmed federal funding and other anticipated revenues. There remains a funding gap of approximately \$115,000 that needs to be filled in order to contain the local costs to the amounts indicated for each municipality. There are several strategies Metro will pursue to identify additional sources of funding or contain costs.

Based on this, the town of Freeport's estimated contribution to Metro's 2020 budget would be \$77,950. This payment to Metro would be a part of Freeport's 2020-21 fiscal year.

Table C1: Budget Report and Future Cost Forecast

	2016-17	2017-18	2018-19	2019 (Jul-Dec)	2020	Notes
	Actual	Actual	Actual	Budget	Forecast	
Operating Costs						
Gross Costs	\$ 324,013	\$ 436,160	\$ 506,927	\$ 388,698	\$ 885,000	Fully allocated costs applicable in 2020.
Revenues						
Fare Revenue	\$ 53,963	\$ 121,380	\$ 147,478	\$ 75,000	\$ 175,000	Fare increase and new payment options in 2020.
Non-Local	\$ 216,040	\$ 251,824	\$ 287,559	\$ 203,406	\$ 283,200	Allocation of existing federal, state and miscellaneous support.
Supplemental Funding Target	\$ -	\$ -	\$ -	\$ -	\$ 115,000	Additional funding needed to contain local costs.
Local	\$ 54,010	\$ 62,956	\$ 71,890	\$ 110,292	\$ 311,800	
Brunswick	\$ -	\$ 21,834	\$ 39,144	\$ 36,764	\$ 77,950	
Freeport	\$ 4,385	\$ 11,567	\$ 14,851	\$ 36,764	\$ 77,950	Shift to equal allocation local share.
Yarmouth	\$ 4,385	\$ 11,567	\$ 14,851	\$ 36,764	\$ 77,950	
Portland	\$ -	\$ -	\$ -	\$ -	\$ 77,950	
Portion Absorbed by Metro	\$ 45,240	\$ 17,988	\$ 3,044	\$ -	\$ -	
Total Revenue	\$ 324,013	\$ 436,160	\$ 506,927	\$ 388,698	\$ 885,000	
Local Contributions (Capital)						
Brunswick	\$ -	\$ 21,500	\$ 13,500	\$ 13,500	\$ -	
Freeport	\$ 20,994	\$ 20,994	\$ 15,494	\$ -	\$ -	
Yarmouth	\$ 20,994	\$ 20,994	\$ 15,494	\$ -	\$ -	
Total Local Contributions						
Brunswick	\$ -	\$ 43,334	\$ 52,644	\$ 50,264	\$ 77,950	
Freeport	\$ 25,379	\$ 32,561	\$ 30,345	\$ 36,764	\$ 77,950	
Yarmouth	\$ 25,379	\$ 32,561	\$ 30,345	\$ 36,764	\$ 77,950	
Portland	\$ -	\$ -	\$ -	\$ -	\$ 77,950	

ATTACHMENT D: BOARD OF DIRECTORS TOPICS

Included as part of this attachment is the relevant state statutes that govern Metro and transit district generally in the state of Maine. The statute forms the basis of Metro's by-laws.

Provided below are summaries of the likely topics of primary interest by any community considering membership with Metro. Metro advises the town to seek its own legal guidance as it relates to joining the district.

Board Representation

On the assumption that the participating towns desire the continuation of the Metro Breez, the Board of Directors requests that each municipality join the Board as full members of the agency.

The statute specifically determines the current representation on the Board of Directors. The current 10-member Board is comprised of five (5) Directors from Portland, three (3) from Westbrook and two (2) from Falmouth. The statute allows the current Board the authority to:

...receive and accept applications for membership from other municipalities located wholly or partially within the Portland Area Comprehensive Transportation System whether or not they are contiguous to other members of the Greater Portland Transit District and may determine the number of directors to be appointed from those municipalities to the board of directors of the Greater Portland Transit District on any basis that is mutually agreed upon by the municipality applying for membership and the board of directors of the Greater Portland Transit District (p. 6).

On February 28, 2019, the Metro Board approved a Board representation framework in which the towns of Freeport, Brunswick and Yarmouth would each be allocated one (1) seat on the Board of Directors. In establishing appropriate representation for the three incoming municipalities, the Board evaluated both population levels and amount of service. Additionally, the Board has determined this to be an interim plan until there is consideration of future municipalities joining the board.

As part of the onboarding of new communities, the Board also recognized that the City of Portland would need to increase its representation from 5 to 8 seats. The reason for this relates to Portland's population as well as a level of investment in Metro that equates to between 70-80% of all local contributions. For this reason and until the proportions change, it is necessary that Portland have at least, but no more than 50% of the seats on the Board of Directors.

Annual Budget Development Process and Warrants for Taxes

The following budget development milestones summarize the more detailed information and requirements covered on pages 14-17 of the attached statute.

Metro's fiscal year runs from January thru December.

- November 1 – Statutory deadline for Metro to formally submit the formula for allocating local costs and preliminary budget to the “municipal officers” (i.e., the City/Town Councils) of the member communities. In the preceding 2-3 months, Metro staff works with the Board and the municipal managers from the member communities to develop planned services levels and the associated budgets.
- As required by Maine Revised Statutes, the “municipal officers” of the member communities have 30 days to review and formally notify Metro of any dispute with the formula for allocating local costs. A formal dispute triggers a mediation process managed by the Public Utilities Commission. During this timeframe, Metro staff will typically provide budget presentations to the local city/town councils.
- As required by Maine Revised Statutes, by March 1 Metro is required to adopt a final budget.
- By April 1, 2019, Metro must submit the “Warrants for Taxes” to the member communities.
- Though not prescribed in statute, municipal contributions to Metro are generally payable in July following the start of the municipality's fiscal year.

Withdrawal from Metro

Page 17 of the attached statute stipulates the requires around a member community withdrawing from Metro. This language is provided in total below:

A municipality may withdraw from the district at the end of a fiscal year provided that it has given the board of directors at least one year's written notice of its intention to do so. The municipality must pay its proportionate share of the current indebtedness of the district before withdrawal and must agree by appropriate written document to pay its proportionate share of any long-term indebtedness of the district as that indebtedness becomes due and payable. During the period of notice, the withdrawing municipality does not become liable for any capital expenditures or borrowings which may be made by the district. The proportionate share of the withdrawing municipality in any current and long-term indebtedness of the district shall be in accordance with the formula then in effect for payment of the current and long-term indebtedness (p. 17).

While not specifically referenced above, Metro does not intend to pass on past debt service costs to new member municipalities on the bases that such new members were not voting members of the Board when the debt was incurred. Metro's only current debt is to support the local cost of new and replacement buses. The local match for minor capital projects is typically not bonded, but rather divided among member communities in the year in which the expenditures are anticipated.

Future debt or debt service payments will be allocated proportionally among all then current members based on levels of service (i.e., revenue hours). The most common form of debt is to support the local share of new and replacement buses. This is the only form of debt the agency presently holds. The local match for minor capital projects is typically not bonded, but rather divided among member communities in the year in which the expenditures are anticipated. Major capital projects, such a replacement or expanded operations-maintenance facility, would likely involve additional bonding. Metro is in the process of evaluating long-term facility needs and how to support future service expansion in the most cost-efficient manner possible.

Title 30-A: MUNICIPALITIES AND COUNTIES

Chapter 163: TRANSPORTATION

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Maine Revised Statutes
Title 30-A: MUNICIPALITIES AND COUNTIES
Chapter 163: TRANSPORTATION

§3501. DEFINITIONS

As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. District. "District" or "transit district" includes:

A. A district created by vote of a single municipality; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. A district created by vote of a group of municipalities; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. A municipality voting to provide mass transportation service without the creation of a district; and [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. A regional transportation corporation, except that sections 3510, 3512 and 3517 do not apply to a regional transportation corporation. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD); 1989, c. 726, §1 (AMD) .]

2. Regional transportation corporation. "Regional transportation corporation" means any private, nonprofit corporation formed for the express purpose of providing public transportation services to more than one municipality but which is not wholly or partly owned by the municipalities. The corporation must be approved, for the purpose of providing public transportation services, by the municipal officers of each community to receive public transportation services from the corporation. After being approved by the municipal officers of 5 or more communities, such a corporation shall be duly certified as a regional transportation corporation by the Department of Transportation and is subject to all applicable Public Utilities Commission rules governing charter and rates of fare.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Portland Area Comprehensive Transportation System. "Portland Area Comprehensive Transportation System" means the federally designated planning organization for the Portland region established to improve the coordination of transportation planning and investment decisions by state, municipal and public transportation organizations.

[2009, c. 18, §1 (NEW) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD). 1989, c. 726, §1 (AMD). 2009, c. 18, §1 (AMD).

§3502. FORMATION; POWERS

1. Formation. By vote of its legislative body, any municipality may by itself, or in cooperation with one or more other municipalities, form a transit district for the purposes provided in this chapter.

A. Municipalities not in the same geographic public transportation region must gain approval from the Department of Transportation before forming a transit district under this section. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. With the consent of the Department of Transportation and of the municipal officers of any municipality not included in a transit district, a transit district may provide transportation services within that municipality. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8 and 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. General powers; area of service. The district formed under subsection 1 is a body politic and corporate, and may sue, be sued, plead and be impleaded, adopt a name, adopt and alter a common seal and do all things necessary to furnish motor vehicle mass transportation within that district, including charter service, for public purposes in the interest of the health, safety, comfort and convenience of the inhabitants of the municipality or municipalities comprising the district.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Incidental rights. All incidental powers, rights and privileges necessary to accomplish the main objective set forth in this chapter are granted to a district created. Such a district is subject to the jurisdiction of the Public Utilities Commission only to the extent provided in this chapter.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

4. Prohibition. Except for the following items, a transit district may not sell, rent or lease goods or services to any entity other than the State, a municipality, quasi-municipal corporation or transit district, unless those goods or services are essential to the purchaser and are not available from another source:

A. Advertising space on vehicles owned by the transit district; [1989, c. 726, §2 (NEW) .]

B. Existing vacant office or storage space owned by the transit district; and [1989, c. 726, §2 (NEW).]

C. Used equipment not originally purchased for resale. [1989, c. 726, §2 (NEW).]

Transit districts subject to regulation by the Public Utilities Commission under Title 35-A, Part 5, are exempt from this subsection.

[1989, c. 726, §2 (NEW).]

5. Penalty. Any transit district violating subsection 4, is subject to a civil penalty of not more than \$5,000, payable to the State, and recoverable in a civil action.

[1989, c. 726, §2 (NEW).]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD). 1989, c. 726, §2 (AMD).

§3503. APPLICATION FOR MEMBERSHIP

Any municipality which is contiguous to any other municipality authorized to provide transportation services under this chapter or contiguous to any municipality which is a member of the transit district may apply to the transit district and the board of directors may accept or refuse the application for membership. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

§3504. MANAGEMENT

The affairs of a district formed under section 3502 shall be managed by a board of directors chosen from the inhabitants of the municipality or municipalities comprising the district. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Number of directors. Except as provided in subsection 3, each municipality is entitled to one director for each 10,000 inhabitants of the municipality or fraction of that number, as determined by the latest Federal Decennial Census, in accordance with the following schedule:

- A. 0 to 10,000--1; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
- B. 10,001 to 20,000--2; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
- C. 20,001 to 30,000--3; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
- D. 30,001 to 40,000--4; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. 40,001 to 50,000--5; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

F. 50,001 to 60,000--6; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

G. 60,001 to 70,000--7; and [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

H. Over 70,001--8. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Appointment; terms; quorum. The municipal officers of each municipality shall appoint the directors of a transit district. Initially, the directors' terms of office shall be determined by lot at their first organizational meeting as follows: One-third of those appointed shall serve for 3 years, 1/3 for 2 years and the remaining number for one year. All subsequent appointments are for a term of 3 years. Directors shall serve until their successors have been appointed, with vacancies being filled for the unexpired portion of the respective terms.

A majority of the directors constitutes a quorum for the transaction of business. Action taken by 2/3 of the directors present at any meeting at which a quorum is in attendance is considered to be the action of the full board of directors.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Greater Portland Transit District. The board of directors of the Greater Portland Transit District, composed of the City of Portland, the City of Westbrook and the Town of Falmouth, consists of 5 directors appointed from the City of Portland, 3 directors appointed from the City of Westbrook and 2 directors appointed from the Town of Falmouth. Notwithstanding the other provisions of this chapter, the board of directors of the Greater Portland Transit District may receive and accept applications for membership from other municipalities located wholly or partially within the Portland Area Comprehensive Transportation System whether or not they are contiguous to other members of the Greater Portland Transit District and may determine the number of directors to be appointed from those municipalities to the board of directors of the Greater Portland Transit District on any basis that is mutually agreed upon by the municipality applying for membership and the board of directors of the Greater Portland Transit District. The member municipalities may, by ordinance, provide that their appointees serve at the will of the appointing power or for terms that are shorter than those established in subsection 2.

[2009, c. 18, §2 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD). 2009, c. 18, §2 (AMD).

§3505. SINGLE MUNICIPAL OR REGIONAL TRANSPORTATION DISTRICT

1. Formation of district. If a single municipality votes to create a transit district, its municipal officers shall appoint 5 directors from the inhabitants of the municipality. These directors have the same terms of office, powers, duties and privileges as set forth in this chapter.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Operation without forming district. A single municipality, by vote of its legislative body, or a regional transportation corporation, by vote of its board of directors, may be empowered to perform the functions provided in this chapter without creating a district. Thereafter, that single municipality or regional transportation corporation has all of the powers, duties and privileges established applicable to a district, unless specifically excluded. The municipal officers of that municipality or directors of that regional transportation corporation have the same powers, duties and privileges granted under this chapter to the board of directors of a district.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

§3506. OFFICERS; MEETINGS; EMPLOYEES

1. Officers; bylaws. The directors shall elect from among their members a president, treasurer, clerk and any other officers that they desire and shall adopt bylaws and regulations for the conduct of the district's affairs.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Meetings. The directors shall meet at least 4 times a year or more often if required by the bylaws, and upon the call of the president. The president shall call any other meetings that are requested in writing directed to the president and signed by at least 1/3 of the members of the board of directors.

[1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. A, §31 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. District manager; employees. The directors shall appoint and fix the salary of a district manager who may not be a director. The district manager is the chief executive officer of the district. The district manager shall appoint any other employees that are required for district purposes and fix the salaries of those employees. The directors may, by resolution, indicate which appointments by the manager and salaries established by the manager will require confirmation of the board of directors.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD).
1989, c. 104, §§A31,C8,C10 (AMD).

§3507. INTEREST IN CONTRACTS

No director, officer or employee of the district may be interested directly or indirectly in any contract entered into by or in behalf of a district for work or material, or the purchase of material, or in any property acquired or to be acquired by the district. All contracts made in violation of this section are void. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD).
1989, c. 104, §§C8,10 (AMD).

§3508. CERTIFICATE OF ORGANIZATION

After its organization, the district shall file a certificate with the Secretary of State setting forth the following information: [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Name. Name of the district;

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Purposes. Its purposes;

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Municipalities included. Municipalities included within the district;

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

4. Location. Location of the principal office;

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

5. Names of directors. Number and names of the directors and their addresses; and

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

6. Names of officers. Names and addresses of the officers.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

This certificate shall be signed by the president and treasurer and a majority of the directors, and the president or treasurer shall swear that the signatures set forth in the certificate are true. From time to time as changes occur, the district shall file an amended certificate with the Secretary of State setting forth those changes. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

§3509. POWERS OF DIRECTORS

For the purpose of providing mass transportation services wholly or partially within the municipalities comprising the district, the directors of a district may: [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Powers over property. Take, purchase, hold, maintain, operate, lease, rent, mortgage and convey any real and personal property;

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Leasing property. Lease or sublease any real and personal property;

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Private contracts. Enter into contracts with private companies; or

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

4. Government contracts. Contract with the Federal Government, State Government and municipal governments for donations, loans, grants, gifts or other assistance. The directors may agree in these contracts to be bound by all applicable provisions of federal, state or municipal laws, regulations and rules.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

§3510. EMINENT DOMAIN; APPEAL

A district may acquire for the public purposes of a district by purchase or by the exercise of the power of eminent domain any and all real property of any person, including the real and personal property and franchise of any person operating a local mass transportation service within any municipality comprising a district. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Determination of damages. If the district and the owner are unable to agree on a price within 60 days after the district has notified the owner of its intention to exercise its power of eminent domain, the board of directors of a district may, by resolution, take and acquire all or any part of the real and personal property and franchise of that owner, and shall determine the amount to be paid to the owner for that taking. Upon payment of this amount, or if payment is refused, upon depositing this amount with the treasurer of the district to be held in trust separate and apart from other funds of the district, the district may take and become the owner of the real and personal property and franchise set forth in the resolution.

A. Within 30 days after payment or tender, the board of directors shall have recorded in the registry of deeds in the county where the land and property is located:

(1) A certified copy of the resolution; and

(2) A description of any real property and a plan of the real property, together with a description of any personal property taken under this section. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The district shall have a certified copy of the resolution of the board of directors and a certified copy of the filing in the registry of deeds either delivered personally to the owner or the owner's agent or sent by registered mail to the owner. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. If the district acquires, by eminent domain, real or personal property in connection with a project involving federal participation under the United States Urban Mass Transportation Act of 1964, Public Law 88-365, the district shall, in that acquisition, comply with all of the procedures established under that Act for acquiring real or personal property. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Appeal to Superior Court. If the owner is aggrieved at the damages awarded for a taking under this section, the owner may appeal from the award to the Superior Court of the county in which the property lies by filing a complaint in that court and serving the district with a copy of the complaint within 60 days from the date of the recording in the registry of deeds. The complaint must set forth substantially the facts, but shall not state the amount of the damages previously awarded to the owner. The damages may be determined in the Superior Court by a committee of reference if the parties so agree, or by a verdict of its jury. The committee of reference shall be allowed a reasonable compensation for their services, to be fixed by the court upon the

presentation of their report and paid from the county treasury upon the certificate of the clerk of courts. If the damages are increased, the district shall pay the damages and costs; otherwise, the appellant shall pay the costs.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Appeal to Law Court. An appeal may be taken by any party from the Superior Court's judgment to the Supreme Judicial Court as in other cases.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

§3511. EXEMPT FROM TAXATION; FUEL TAX REFUND

The property, both real and personal, of a district, whether held and operated by itself or leased to a private operator, for the purpose of providing mass transportation as provided in this chapter, is exempt from all registration fees, real, personal, excise, sales and use, and any other taxes which are assessed by the State or any political subdivision of the State. A district, or its lessee, or any person contracting with the district for the purpose of furnishing mass transportation, is entitled to be reimbursed and paid to the extent of the full amount of the tax paid for fuel used in motor vehicles owned and operated by them for that purpose. That district, lessee or person shall present its claim to the State Tax Assessor in the form and with any information that the State Tax Assessor requires, accompanied by original invoices showing the purchases. Applications for refunds as provided must be filed with the State Tax Assessor within 9 months from the date of purchase. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

§3512. NOTES; SECURITIES

1. Securities defined. As used in this section, "securities" means negotiable bonds or notes issued by the district, including temporary notes.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Notes and securities authorized. For accomplishing the purposes of this chapter and for paying any indebtedness and any necessary expenses and liabilities incurred for that purpose, including organizational and other necessary expenses, the district by vote of its board of directors may:

A. Borrow money temporarily and issue its negotiable notes for that money; and [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. From time to time, issue securities of the district in one series or in separate series in such amount or amounts, bearing interest at such rate or rates and having such terms and provisions as the board of directors determines. These securities may be issued with or without provision for calling the securities before maturity and, if callable, may be made callable at par or at any premium determined by the board of directors. The board of directors may from time to time issue its securities in one series or in separate series for the purpose of paying, redeeming or refunding outstanding securities. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Form of notes and securities. All negotiable notes authorized for temporary borrowing shall be signed on behalf of the district by its treasurer and countersigned by its president. All securities shall have the corporate name of the district inscribed on their face, shall be signed by the treasurer and countersigned by the president and, if coupon bonds are issued, the interest coupons attached to the securities shall bear the facsimile of the treasurer's signature.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

4. Legal obligations; investment by banks; tax exempt. All securities issued by the district are legal obligations of the district. The district is deemed to be a quasi-municipal corporation within the meaning of section 2604, subsection 3, and that section applies to the district. All securities issued under this section are legal investments for savings banks in this State and are tax-exempt.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

5. Sinking fund. If the securities are to be payable for a specified term of years, the board of directors shall establish a sinking fund for the purpose of paying or redeeming the securities when they become due. The board of directors shall determine annually the sum, with interest, to be paid into the sinking fund by each municipality comprising the district. This sum shall be based on the same formula used in computing the operating deficit payment.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

§3513. COLLECTIVE BARGAINING; RIGHTS OF EMPLOYEES

1. Bargaining authorized; contracts. The directors of a district may bargain collectively and enter into written contracts with duly authorized labor organizations representing employees other than executive, administrative or professional personnel. These contracts may provide for wages, salaries, hours, working conditions and benefits, including, but not limited to, provisions pertaining to health and welfare, insurance, vacations, holidays, sick leave, seniority, arbitration, pensions and retirement.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Rights of employees. It is declared to be the public policy of this State for the protection of the public health, safety and welfare that employees covered by contracts made under this section shall be accorded all of the rights of labor, except for the right to strike or engage in any work stoppage or slowdown.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Employees of acquired transportation system. Whenever a district acquires any local mass transportation system under this chapter and operates that system or leases or contracts for the operation of that system under this chapter, the individual employees of that system shall be retained in positions the same as, or no worse than, their positions before the district's acquisition of the system to the fullest extent possible consistent with sound management and to the extent required by the service to be rendered from time to time by the district, its lessee or contractor. Any such employee not retained or laid off after retention because of lack of work or curtailment of service shall be assured priority of employment or reemployment when a position for which that employee is qualified becomes available.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

§3514. LIMITATION ON CHARTER SERVICE

Charter service provided by the district must originate or terminate at some point within that district. Charter service provided by a district is in all respects subject to the jurisdiction of the Public Utilities Commission in the same manner and to the same extent as private companies providing charter service, except that a regional transportation corporation may not provide any charter service other than that specifically provided for under the conditions of any license granted the corporation by the Public Utilities Commission. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

§3515. ROUTES AND FARES; SINKING FUND

1. Establishment of routes and fares. Except as provided in paragraphs A and B, the directors of a district shall establish such routes and fix such rates of fare to be charged for the mass transportation service as will, to the extent possible, reasonably ensure sufficient income to meet the cost of the service, including, but not limited to, operating expenses, insurance, taxes, rentals, annual serial bond payments, interest, allocation for a reserve account and an allowance for depreciation.

A. The directors of a district that participates in a locally coordinated plan for regional transit that has been approved in accordance with Title 23, section 4209 shall establish routes and fixed fares in accordance with the plan whenever the plan requires. [2015, c. 182, §9 (AMD).]

B. The director of a regional transportation corporation shall not fix any rates of fare to be charged for mass transportation other than that specifically provided for under the conditions of any license granted the corporation by the Department of Transportation. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[2015, c. 182, §9 (AMD) .]

2. Use of surplus; sinking fund. If, after all such obligations have been met, a surplus remains, the directors may deposit all or any part of the surplus in a reserve account or in the sinking fund created by this chapter. If all or any part of the surplus is deposited in the sinking fund, the amount of the annual commitment to the tax assessors of the municipalities comprising the district covering payments to the sinking fund shall be reduced by the amount of that deposit.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Hearing required. The board of directors shall hold a public hearing before making any major changes in routes in the district or in the fare structure of the district.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD). 2015, c. 182, §9 (AMD).

§3516. ESTIMATE OF EXPENDITURES; CONTRIBUTIONS; BUDGET

1. Estimate of expenditures and revenues. By November 1st of each year, the board of directors shall prepare and submit to the municipal officers of the municipalities comprising the district an itemized estimate of expenditures and revenues for the following calendar year, which shall be the fiscal year. This estimate must include the following:

A. An itemized estimate of anticipated revenues during the ensuing fiscal year from each source; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. An itemized estimate of expenditures for each classification for the ensuing fiscal year, including payments of principal and interest on bonds or notes issued or to be issued by the district; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. After the first year of operation, an itemized statement of all actual receipts from all sources to, and including September 30th of each previous fiscal year, with estimated receipts from those sources shown for the balance of the year; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. After the first year of operation, an itemized statement of all actual expenditures, up to and including September 30th of each previous fiscal year, with estimated expenditures shown for the balance of the year; and [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. An estimate of revenue surplus or deficit of the district for the fiscal year for which estimates are being prepared. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Determination of municipal contributions. Each year, before submitting the estimates required by subsection 1 to the municipal officers, the board of directors of the district, by a 2/3 vote of its entire membership, shall establish a formula for contributions to be made by each municipality in order to defray any projected deficit. This formula and estimated amount of the contribution required from each municipality shall be shown in the estimates filed with the municipal officers of each municipality.

A. The formula shall be based upon such items as route mileage, profit or loss resulting from the service to the municipality, population and any other factors that the board of directors considers relevant. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. If the board of directors is unable to establish the formula by a 2/3 vote of its entire membership, it shall, by November 1st:

(1) Petition the Public Utilities Commission; and

(2) Include with its submission of the estimates to the municipal officers of each municipality a statement that a formula has not been established but that a petition has been made to the Public Utilities Commission for findings and a decision with respect to a formula. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. If a municipality refuses to accept a formula established by the board of directors and submitted to it by November 1st, the municipal officers of the municipality shall, within 30 days after the submission, notify the board of directors of their refusal. The board of directors shall then, by December 15th, petition the Public Utilities Commission as provided in paragraph B. Upon the filing of the district's petition, the Public Utilities Commission, after notice to all the municipalities comprising the district and a hearing, shall consider the formula and make its findings and decision with respect to the formula within 60 days from the filing of the district's petition. The findings and decision of the Public Utilities Commission are binding upon the district and the municipalities. The district or any municipality may appeal from the findings and decision of the Public Utilities Commission in accordance with Title 35-

A, section 1320. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Budget; payment of allocations. By March 1st of each year, the board of directors shall adopt a final budget for that year which shall be itemized in the same manner as the estimate of expenditures and revenues under subsection 1. This budget shall be submitted immediately to the municipal officers of the municipalities comprising the district and the amounts allocated to each municipality to defray any projected revenue deficit in the budget shall be included in the warrant to the assessors of each municipality as provided in section 3517.

A. If an appeal from any findings and decision of the Public Utilities Commission as provided in subsection 2, paragraph C, is pending on March 1st, the allocations shall be made in accordance with the findings and decision of the Public Utilities Commission from which the appeal was taken. Any adjustments to these allocations required to be made in accordance with the decision upon any such appeal shall be made as follows.

(1) If the allocation to any municipality is increased, the additional payment shall be included in the current assessment or, if the increase is made after April 1st, the additional payment shall be certified to the municipal officers of the municipality who shall appropriate the amount of the increase out of unappropriated surplus, a contingency fund or shall raise that amount by issuing temporary notes which must be payable within one year from their dates.

(2) If the allocation to any municipality is decreased, the amount of the decrease shall be deducted from the current assessment or, if the decrease is made after April 1st, shall be paid by the district to the treasurer of the municipality from funds received from municipalities whose allocation is increased. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

§3517. WARRANT FOR TAXES

Before April 1st of each year, the directors shall issue their warrant in the same form as the warrant of the Treasurer of State for taxes, with proper changes, to the assessors of the municipalities comprising the district. The warrant shall require the municipalities to assess the sum allocated to each municipality for payment of the operating deficit and the sum allocated to each municipality for payment into the sinking fund, if any, upon the taxable estates within those municipalities and to commit their assessment to the constable or collector of the municipalities. The constable or collector has all the authority and powers to collect these taxes as is vested by law to collect state, county and municipal taxes. Within 30 days after the date fixed by the municipality on which its taxes are due, the treasurer of the municipality shall pay the amount of the tax assessed under this section to the treasurer of the district. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Failure to pay. If the treasurer of a municipality fails to pay the sum assessed under this section, or fails to pay any part of the sum by the date set in the year in which the tax is levied, the treasurer of the district may issue a warrant for the amount of the tax, or so much of the tax as remains unpaid, to the sheriff of the appropriate county, requiring the sheriff to levy by distress and sale on real and personal property of any of the inhabitants of the municipality. The sheriff or any of the deputies shall execute the warrant.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

§3518. WITHDRAWAL

A municipality may withdraw from the district at the end of a fiscal year provided that it has given the board of directors at least one year's written notice of its intention to do so. The municipality must pay its proportionate share of the current indebtedness of the district before withdrawal and must agree by appropriate written document to pay its proportionate share of any long-term indebtedness of the district as that indebtedness becomes due and payable. During the period of notice, the withdrawing municipality does not become liable for any capital expenditures or borrowings which may be made by the district. The proportionate share of the withdrawing municipality in any current and long-term indebtedness of the district shall be in accordance with the formula then in effect for payment of the current and long-term indebtedness. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

§3519. DISSOLUTION

At such time as a district has discharged all of its obligations and paid or provided for the payment of all of its bonded indebtedness, the board of directors may, by 2/3 vote of its membership, dissolve the district and dispose of all of its property, real and personal, in the manner authorized and directed by the board of directors. The treasurer may execute any deeds, bills of sales or any documents required for that purpose. All money, if any, remaining in the hands of the treasurer of the district shall be paid to the municipalities comprising the district as of the date of dissolution in accordance with the formula then in effect for the payment of any operating deficit. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

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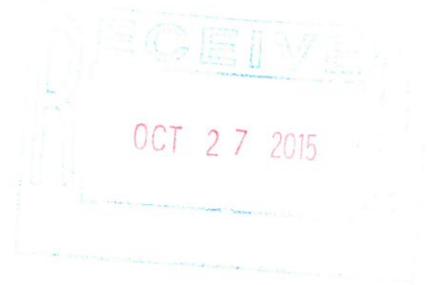
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**INTER-GOVERNMENTAL AGREEMENT
BETWEEN
THE GREATER PORTLAND TRANSIT DISTRICT
AND
THE TOWN OF FREEPORT
REGARDING
THE PORTLAND NORTH EXPRESS/INTER-CITY BUS SERVICE PILOT PROJECT**



THIS AGREEMENT is made by and between Greater Portland Transit District, a body politic and corporate, (“METRO”) and the Town of Freeport, a municipal corporation of the County of Cumberland and State of Maine (the “Town”), (each a “Party” and collectively the “Parties”).

WHEREAS, METRO has been working collaboratively with the Town and other municipal corporations of the State of Maine (collectively, the “Municipal Partners”) to develop regularly scheduled public bus transit services between the City of Portland and municipalities located north of the City of Portland along the Route 1/Interstate 295 corridor, including the Town of Freeport, as part of the Portland North Express/Inter-city Bus Service (the “Project”);

WHEREAS, on September 16, 2014, the Town Council of the Town approved a resolution endorsing and encouraging participation in the first three years of the Project (the “Pilot Phase”);

WHEREAS, METRO is authorized to provide public transportation pursuant to Title 30-A, Chapter 163 of the Maine Revised Statutes, as amended, and is a designated recipient of federal funding distributed by the Federal Transit Administration under Section 5307 of the Federal Transit Act, as amended; and

WHEREAS, the Parties intend to work collaboratively and in good faith with each other and with other Municipal Partners to extend the Project beyond the Pilot Phase should each Party determine at the end of the Pilot Phase that the Project represents a good value and remains a worthwhile public expenditure, and the Parties therefore desire to establish processes and performance measures that will aid them in those future determinations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. This Agreement authorizes METRO to launch and operate the three-year Pilot Phase of the Project within the geographic boundaries of the Town and sets forth the responsibilities of each of the Parties.

2. Effective Date; Term. This Agreement shall commence on October 1, 2015, and shall remain in force until June 30, 2019, unless terminated under the provisions of paragraph 6 hereunder, or until superseded by a new agreement. After the expiration of this Agreement, it shall not be automatically renewed, but may be renewed or extended by mutual written agreement of the Parties.
3. METRO Responsibilities.
 - a. Pilot Phase. METRO agrees to undertake the Pilot Phase of the Project as follows:
 - i. Launch and Operation. METRO agrees to launch and operate a non-exclusive express bus service between the City of Portland and the Town of Freeport, which will include passenger pick-up and discharge within the geographic boundaries of the Town and may include passenger pick-up and discharge within the geographic boundaries of other Municipal Partners (the "Service"). The Service will be launched within one month of the delivery to METRO of three buses, which are being procured pursuant to a 2015 Request for Proposals for Mid-Sized Low Floor Body-On-Chassis Buses, RFP No. 2015-02, with delivery anticipated in the summer of 2016.
 - ii. Routes, Schedules, and Fares. METRO agrees to pick up and discharge passengers at designated stops along the route(s) shown on Schedule A, attached hereto. METRO agrees to commence operations of the Service on Monday through Friday from approximately 7:00 a.m. to approximately 7:00 p.m. and to provide approximately 9 southbound and 9 northbound weekday trips, with the time interval between trips varying throughout the day; to commence operations of the Service on Saturdays from approximately 7:00 a.m. to approximately 7:00 p.m. and to provide approximately 6 southbound and 6 northbound trips, with the time intervals between trips varying throughout the day; and to charge passengers a flat one-way cash fare of \$3.00, with reduced fares provided to eligible passengers, and also provide multi-trip tickets and passes priced in relation to the \$3.00 one-way cash fare.
 - iii. Changes to Service. The parties acknowledge this as a Pilot Project and anticipate there may be a need or desire to adjust the schedules and routes to better respond to passenger needs and preferences or for the efficiency and improvement of services. Therefore, METRO may, as it deems necessary, adjust any or all of the Service features throughout the term of this Agreement (including, but not limited to, the routes, trips levels, schedules, and fares described in paragraph 3.a.ii, as well as types of buses and passenger pick-up and discharge destinations within and outside of the geographic boundaries of the Town). METRO agrees to consult with the Municipal Partners, including the Town, before making any substantial modifications to any Service feature.

- iv. Community Outreach. Throughout the Pilot Phase as METRO deems necessary, METRO agrees to collect user input about the Service features, disseminate information about the Service to the public, and market the Service.
 - b. Performance Measures. Throughout the term of this Agreement, METRO agrees to report to the Town on a quarterly basis the average boardings per trip (*i.e.*, a count of all passengers who board a single end-to-end northbound or southbound trip) and other performance measures, such as boardings per mile; fare recovery ratio; cost per passenger trip (net of fares); on-time performance; service miles between major equipment failures; accidents per 100,000 vehicles miles; customer complaints per 100,000 boardings; and survey results regarding quality of service.
 - c. Recommendation to Continue Project. METRO agrees to make a recommendation to the Town, based on the actual performance of the Service, no later than February 4, 2019 as to whether the Project should continue beyond the Pilot Phase.
4. Town Responsibilities.
- a. Town Payment. The Town agrees to pay METRO its share of annual operating and capital costs directly associated with the Pilot Phase, as set forth in Schedule B, attached hereto (the "Town Payment"). The Town agrees to pay the Town Payment upon receipt of an invoice from METRO and, in any event, no later than July 15 of 2016, 2017, and 2018.
 - b. Bus Shelters. The Parties acknowledge that a portion of the capital costs payment outlined in Schedule B will finance a portion of the purchase, site preparation and installation costs of bus shelters necessary to serve the Pilot Phase. The parties will determine, by mutual agreement, the location, design and number of bus shelters for METRO to procure, using available funds, that will serve the Pilot Phase within the geographic boundaries of the Town. Should the Town require customized bus shelters, the Town agrees to fully fund the cost difference between METRO's standard model bus shelters and the customized bus shelters.

The Town acknowledges that METRO is the owner of any bus shelter assets procured for the Pilot Phase with funding from the Federal Transit Administration (FTA). The Town further acknowledges that FTA imposes obligations on METRO to exercise control over and maintain in a state of good repair all federally funded assets. Therefore, the parties further agree that:

- i. The Town, on METRO's behalf, will provide routine cleaning of all Pilot Phase bus shelters located within the Town's geographic boundaries, subject to manufacturers' requirements and guidelines, as well as METRO'S performance requirements;

- ii. The Town agrees to pay METRO the actual cost to maintain said bus shelters, up to \$750 per shelter per year, in addition to costs outlined in Schedule B; and
 - iii. METRO agrees to seek all applicable insurance reimbursements related to repair costs stemming from damage to said bus shelters by third parties.
 - c. Community Outreach. To the extent METRO requests the Town's assistance, the Town agrees to cooperate with METRO in its community outreach efforts set forth in paragraph 3.a.iv and in its efforts to install bus shelters within the geographic boundaries of the Town.
 - d. Recommendation to Continue Project. The Town agrees to inform METRO no later than March 29, 2019 as to whether it wishes to participate in the Project beyond the Pilot Phase.
- 5. Dispute Resolution; Mediation. In the event that a dispute among the Parties cannot be resolved among themselves by informal means, the Parties agree that, before resorting to litigation, they will in good faith submit the dispute to confidential mediation and will engage the assistance of a mediator jointly selected by the Parties. The Parties will participate in such mediation in good faith and will disclose to the other Parties and the mediator all pertinent information concerning the dispute in their possession or control. No Party shall be prejudiced by any position taken by that Party during mediation, and no Party shall be bound by any recommendation of the mediator unless the Party accepts it. If the Parties are not able to reach agreement with the assistance of the mediator, then they retain all rights and remedies provided by law and the right to initiate and pursue litigation.
- 6. Termination; Default.
 - a. Termination. The Parties may terminate this Agreement by giving 120 days' written notice of such termination to the other Party. The Parties acknowledge that the Town Payment is essential for METRO to secure the capital necessary to initiate the Pilot Phase and to operate the Pilot Phase. Accordingly, in the event of early termination by the Town, METRO shall be entitled to (1) the Total Town Share of Capital Costs of the Pilot Phase, as set forth in Schedule B, and (2) the portion of the Town Share of Operating Costs, prorated to the date of early termination, as set forth in Schedule B. These payments shall be paid by the Town to METRO on or before the date of early termination. The Parties also acknowledge that early termination under this paragraph may constitute a service reduction that would compel METRO to engage in a public process before terminating the Service. In such case, METRO shall be obligated to terminate the Service only upon satisfaction of all legal requirements associated with a service reduction, and the Town shall reimburse METRO for any costs reasonably incurred to terminate the Service.

- b. Default. An event of default shall be deemed to occur if either Party fails to perform any material obligation under this Agreement, including but not limited to the nonpayment or nonappropriation of the Town Payment, and such failure remains uncured for more than 14 days after receipt of written notice thereof. In the event of a default under this Agreement, the defaulting Party shall reimburse the nondefaulting Party for all costs and expenses reasonably incurred by the nondefaulting Party in connection with the default, including without limitation attorney fees.
 - c. Remedies Cumulative. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties.
- 7. Non-exclusive Agreement; Right to Continue Project. Nothing herein shall prevent METRO from entering into agreements with other parties, including with other Municipal Partners, with respect to any aspect of the Project or the Pilot Phase of the Project. In addition, notwithstanding the termination of or a default under this Agreement, METRO, in its sole discretion, reserves the right to continue the Project, including the Pilot Phase, with any or all of its other Municipal Partners.
 - 8. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties in this matter. This Agreement shall not be modified and none of the terms and provisions herein may be waived except by mutual written agreement of the Parties.
 - 9. Severability. If any part, portion or provision of this Agreement is held to be invalid or unenforceable, that shall not affect the entire Agreement and the Parties agree to meet and negotiate a new part, portion or provision, or a new agreement.
 - 10. Parties to Cooperate. The Parties mutually agree that they will cooperate with each other in the administration of this Agreement according to its terms and will execute any and all documents, instruments and writings necessary to give effect to the intent and purpose of this Agreement.
 - 11. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maine without regard to its conflict of laws provisions.

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

GREATER PORTLAND TRANSIT DISTRICT | METRO

By: 
Edward J. Suslovic

Date: 10-14-15

Its: President, Board of Directors

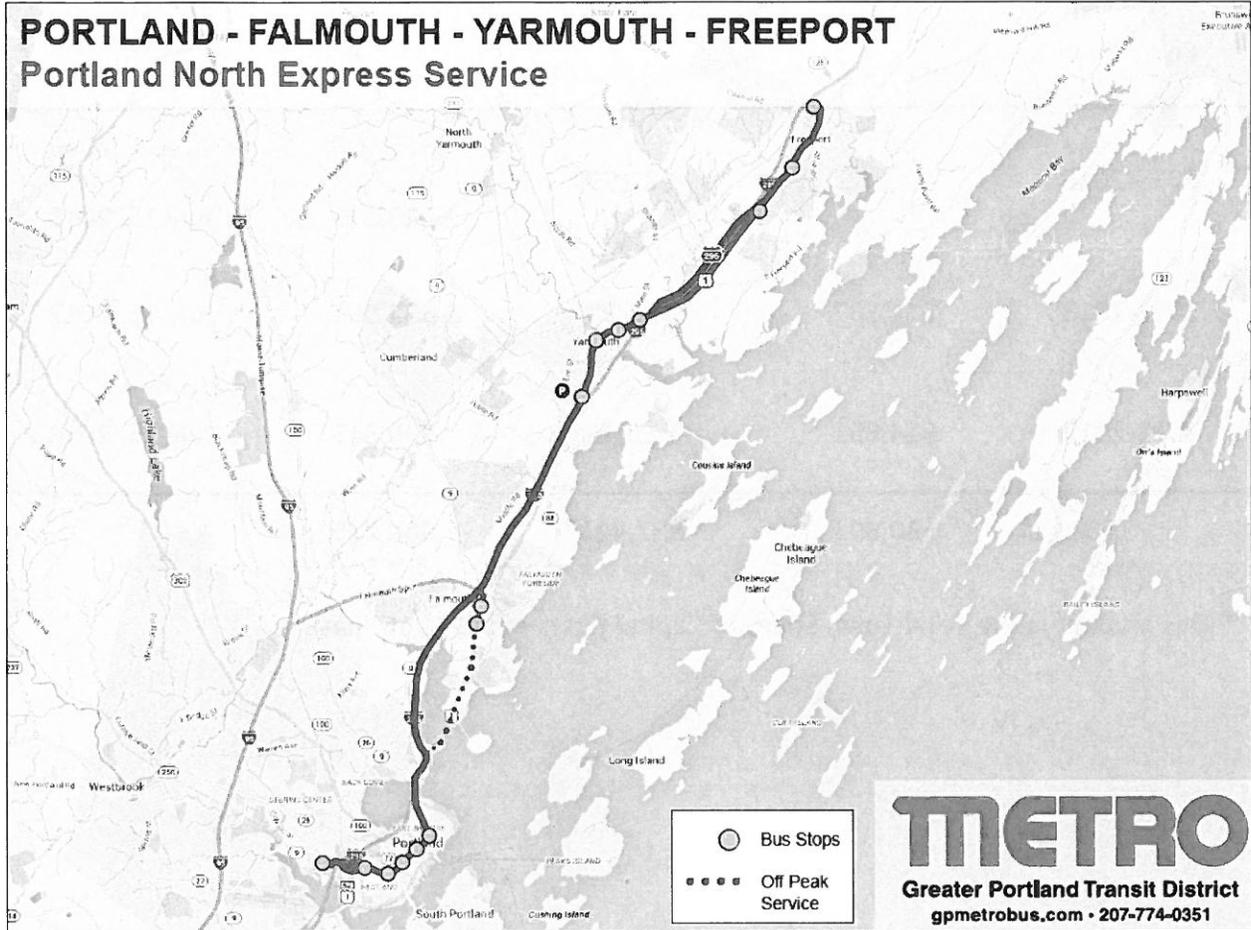
TOWN OF FREEPORT

By: 
Its: TOWN MANAGER

Date: 10/19/15

SCHEDULE A

Portland North Express/Inter-City Bus Service
Pilot Project Routes



SCHEDULE B

Portland North Express/Inter-City Bus Service
Town Payment

Fiscal Year	Town Share of Operating Costs	Town Share of Capital Costs	Town Payment	Payment Due Date
2015-2016	\$4,385	\$20,994	\$12,000	June 1, 2016
			\$13,379	July 15, 2016
2017-2018	\$11,567	\$20,994	\$32,561	July 15, 2017
2018-2019	\$14,851	\$15,494	\$30,345	July 15, 2018
TOTAL:	\$30,803	\$57,482*	\$88,285	

* This amount is the Total Town Share of Capital Costs of the Pilot Phase.

July 16, 2019

Mr. Peter Joseph
Town Manager
Town of Freeport
30 Main Street
Freeport, ME 04032

RE: Metro Breez Questions

Dear Peter,

This letter is in response to your May 29, 2019 electronic correspondence in which you raised a series of questions regarding the Metro Breez service as well as costs and issues surrounding joining the Greater Portland Transit District. The questions outlined in your letter are stated below and followed by our responses:

- 1. Our understanding is that the annual assessment for service (currently estimated at approximately \$77,000 per year) would include both (1) the operational costs to run the Breez Line, and (2) the proportional overhead costs of the entire Metro organization, calculated based on Freeport's population relative to the entire Metro membership. Can you please confirm these assumptions?**

The estimated annual assessment for service would include the operational costs to run the Breez Line and the proportional overhead costs of the entire Metro organization calculated based on Freeport's proportional share of REVENUE HOURS, not population. Revenue hours represents the scheduled service that is provided to the public. For example, Metro's total 2019 scheduled revenue hours is 113,969. Total revenue hours operated on the Breez Line is 12,327 (11%). Because the Breez Line is express service, it is reasonable and fair to allocate these revenue hours evenly among the four participating municipalities. Consequently, the share of revenue hours allocated to Freeport is 3,082 or about 2.7%. Therefore, Freeport's percentage share of Metro's overhead costs would be 2.7%.

- 2. Our understanding is that operational costs for the Breez Line are solely borne by the four Breez Line communities. Likewise, the operational costs for all non-Breez Lines will not be assessed to the Breez communities (excepting of course Portland), who also is responsible for their share of non-Breez lines that operate in the City). Can you please confirm these assumptions?**



This is correct with two exceptions. Metro's policy is that member communities cover the operational costs of service provided in their jurisdictions, net of other revenues including grant funds, fare revenue and miscellaneous non-local funding.

However, Metro operates bus service to the Maine Mall area of South Portland even though South Portland is not a member of, and does not contribute funding to Metro. Due to the commercial and economic importance of this area, the Metro Board of Directors has for many years supported the provision of transit access to the Maine Mall. The long-standing cost allocation approach has been to distribute the cost of operating service in South Portland among all Metro's member communities in direct proportion to each community's revenue hours.

Additionally, the town of Gorham is in the first year of a transit service pilot program. The terms of this pilot program are nearly identical to the terms associated with the Breez pilot program. There is a small portion of the cost to operate bus service in Gorham that is not covered by grants, fares and town funding. As with the Breez pilot program, this amount (approximately \$26,000 in 2019) is distributed among the member communities in direct proportion to each community's revenue hours. Were Freeport a member of Metro in 2019, this share would have been \$702.

3. What items are included in the overhead component of the annual costs to operate the Breez Line?

Major items included in the overhead component which were previously withheld from the Breez project include: fleet maintenance labor wages and benefits, operations support staff wages and benefits, administration wages and benefits, vehicle and liability insurance, audit and legal costs, technology services, contracted fleet maintenance costs, facility utilities and maintenance, snow removal, local contributions to capital program.

4. How is the proportional allocation of overhead costs between the various member communities set and assessed? For example, is it by annual vote, Board policy, Board bylaw, statute, or some other mechanism? What is the legal mechanism to amend this distribution?

In documentation provided to the Town Council in advance of its March 26, 2019 workshop, Metro provided a copy of *Title 30-Municipalities and Counties, Chapter 163: Transportation*. Section 3516 stipulates the general process and requirements Metro is required to follow.



Specifically, *Sub-section 2. Determination of Municipal Contributions*, states as follows:

Each year, before submitting the estimates required by subsection 1 to the municipal officers, the board of directors of the district, by a 2/3 vote of its entire membership, shall establish a formula for contributions to be made by each municipality in order to defray any projected deficit. This formula and estimated amount of the contribution required from each municipality shall be shown in the estimates filed with the municipal officers of each municipality.

A. *The formula shall be based upon such items as route mileage, profit or loss resulting from the service to the municipality, population and any other factors that the board of directors considers relevant.*

B. *If the board of directors is unable to establish the formula by a 2/3 vote of its entire membership, it shall, by November 1st:*

(1) Petition the Public Utilities Commission; and

(2) Include with its submission of the estimates to the municipal officers of each municipality a statement that a formula has not been established but that a petition has been made to the Public Utilities Commission for findings and a decision with respect to a formula.

C. *If a municipality refuses to accept a formula established by the board of directors and submitted to it by November 1st, the municipal officers of the municipality shall, within 30 days after the submission, notify the board of directors of their refusal. The board of directors shall then, by December 15th, petition the Public Utilities Commission as provided in paragraph B. Upon the filing of the district's petition, the Public Utilities Commission, after notice to all the municipalities comprising the district and a hearing, shall consider the formula and make its findings and decision with respect to the formula within 60 days from the filing of the district's petition. The findings and decision of the Public Utilities Commission are binding upon the district and the municipalities. The district or any municipality may appeal from the findings and decision of the Public Utilities Commission in accordance with Title 35-A, section 1320.*

In practice and in compliance with M.R.S. Title 30, Chapter 163, Sec. 3516, sub-section 2A highlighted above, Metro allocates annual costs and revenues in the following manner:



- a) Develop the scope and level of service for the following year and determine REVENUE HOURS by route and community.
- b) Develop the cost to operate the planned scope and level of service.
- c) Estimate anticipated ridership and associated fare revenue for each bus route in the system and allocate this anticipated fare revenue based on the REVENUE HOURS operated in each community the route serves. For example, if Metro anticipates \$100,000 of fare revenue on the Route 4 and 60% of the revenue hours is in Portland and 40% is in Westbrook, then the anticipated fare revenue would be shared likewise between the communities. This means \$60,000 would be credited to Portland and \$40,000 to Westbrook. In the future and with the introduction of new fare collection technology, Metro will consider allocating fare revenue by ridership in each community.
- d) Allocate federal, state and miscellaneous funding for general operations across all routes and communities based on REVENUE HOURS.
- e) Allocate any dedicated grants (e.g., pilot period start-up grants) to specific routes/communities such as the Breez or Husky Line.
- f) Allocate any local payments from non-member communities (e.g., Brunswick, Freeport, Yarmouth and Gorham) to the appropriate route and community.
- g) After these various sources of revenue are allocated, the remaining cost of OPERATIONS is allocated to the member communities based on the proportional share of REVENUE HOURS by route and community.
- h) Allocation of local match on the approved CAPITAL program is also based on the proportional share of REVENUE HOURS by route and community.

The Board can amend the cost allocation policy at its discretion.

5. Our understanding is that future long-term debt resulting from capital costs would be assessed based on Freeport's proportional share of the population relative to the entire Metro membership, and that these costs would be in addition to the regular annual operating costs. Can you confirm these assumptions?

The local cost of capital improvements with clear regional benefits is allocated to member communities based on REVENUE HOURS. Freeport's share of future long-term debt resulting from capital costs would be assessed based on the town's proportional share of REVENUE HOURS. For example, were Metro to approve future debt leading to annual debt service payments of \$100,000, then Freeport's share of that obligation would be \$2,704. This hypothetical calculation is based on Metro's total 2019 scheduled revenue hours of 113,969



and Breez Line revenue hours of 12,327. Freeport's share of Breez Line revenue hours is 3,082 or about 2.7%. An alternative methodology would be used if a capital project provided significantly more benefits to one community over another.

6. What items qualify as capital/long-term debt expenses.

The major portion of Metro's current debt relates to the acquisition of new and replacement buses. Generally, Metro receives federal funding to cover 80-85% of the cost of buses and issues bonds to cover the local share. The last non-bus project to utilize bond funding involved the replacement of heavy-duty vehicle lifts in 2013. Metro's 2019-2023 Capital Improvement Program (CIP) is attached to this letter for information on the agency's current capital program. Metro's current (2019) annual payment for debt service (principal and interest) is \$270,642 (updated from CIP). This represents 2% of the agency's total operating budget.

7. How is the proportional allocation of capital costs/long-term debt between the various member communities set and/or assessed? For example, is it by annual vote, Board policy, Board bylaw, statute, or some other mechanism? What is the legal mechanism to amend this distribution?

The local match requirements associated with the CIP is identified during the annual budget process. Once the local match and estimated debt service amounts are identified, these figures are entered as line items in the operating budget. The costs are then apportioned according to the steps outlined under question 4 above. The Board can amend the cost allocation policy at its discretion.

We hope these discussions lead to Freeport joining the agency and look forward to a long and productive partnership that improves mobility, eases the household cost of housing + transportation, helps our climate and enhances our residents' quality of life.

Please let me know if we can provide any additional information to aid in the town's consideration of joining Metro.

Sincerely,

Greg Jordan

Greg Jordan
General Manager



C: Belinda Ray, Board President
Paul Bradbury, Board Treasurer
Ellen Sanborn, Director of Finance

Attachment: Greater Portland Transit District 2019-2023 CIP



#	PROJECT NAME-DESCRIPTION	FUNDING SOURCES						5-Five Year	
			2018	2019	2020	2021	2022	2023	Program
4	Safety-Security <i>The proposed 2018 project utilizes previously awarded federal funding for facility and bus system security. Metro plans to hire third party support to complete required security plans develop recommendations for high priority facility improvements. Funding proposed in 2020-2021 would complete facility security improvements.</i>	Local Share	10,600	-	10,000	-	-	-	10,000
		Local Share (Other)	-	-	-	-	-	-	-
		Federal Grant (5307)	-	-	40,000	-	-	-	40,000
		Federal Grant (5339)	-	-	-	-	-	-	-
		Federal Grant (STP)	-	-	-	-	-	-	-
		State	-	-	-	-	-	-	-
		Locally Issued Bond	-	-	-	-	-	-	-
		Project Total	10,600	-	50,000	-	-	-	50,000
5	Bus Purchases (Replacement) <i>Purchase new buses to replace existing buses that have exceeded their useful life. This project includes the replacement of the thirteen (13) 35 foot 2005 Gillig CNG buses over the course of 2019-2020 with. Six (6) buses will be replaced in 2019 and seven (7) will be replaced in 2020. All replacement buses will be 40' diesel New Flyers using Metro's existing contract with New Flyer. Two (2) of the four (4) 2004 Gillig Diesel buses will be replaced in 2020 with with New Flyers.</i>	Local Share	-	-	-	-	-	-	-
		Local Share (Other)	-	-	-	-	-	-	-
		Federal Grant (5307)	4,873,961	2,851,688	3,343,871	-	-	-	6,195,559
		Federal Grant (5339)	-	-	-	-	-	-	-
		Federal Grant (STP)	-	-	-	-	-	-	-
		State	-	-	-	-	-	-	-
		Locally Issued Bond	860,111	468,105	693,958	-	-	-	1,162,063
		Project Total	5,734,072	3,319,793	4,037,829	-	-	-	7,357,622
6	Battery Electric Buses Project <i>Metro secured \$1,145,000 from FTA's Low-No Emmission Grant Program to purchase two (2) electric buses with supporting charging infrastructure. These two (2) buses will replace two (2) of the four (4) 2004 Gillig Diesel buses in 2020. The state of Maine has committed up to \$1.5 million to support Metro's share of this mult-agency project.</i>	Local Share	-	-	84,225	-	-	-	84,225
		Local Share (Other)	-	-	-	-	-	-	-
		Federal Grant (5307)	-	-	-	-	-	-	-
		Federal Grant (5339)	-	1,145,000	-	-	-	-	1,145,000
		Federal Grant (STP)	-	-	-	-	-	-	-
		State	-	-	1,500,000	-	-	-	1,500,000
		Locally Issued Bond	-	-	-	-	-	-	-
		Project Total	-	1,145,000	1,584,225	-	-	-	2,729,225
7	Bus Purchases (Expansion) <i>Purchase expansion buses necessary to provide expanded service.</i>	Local Share	-	-	-	-	-	-	-
		Local Share (Other)	-	-	-	-	-	-	-
		Federal Grant (5307)	-	-	-	-	-	-	-
		Federal Grant (5339)	-	-	-	-	-	-	-
		Federal Grant (STP)	-	-	-	-	-	-	-
		State	-	-	-	-	-	-	-
		Locally Issued Bond	-	-	-	-	-	-	-
		Project Total	-	-	-	-	-	-	-
8	Regional Sign-Shelter Project <i>This is the Regional Sign and Shelter Project that is provided funding for procurement and installation of 29 bus shelters and various bus stop improvements. An additional \$108k in federal funding was acquired in 2016-17 which requires \$27k in local match. In 2017, South Portland pulled out of the project freeing up \$191,200 in federal funding. Subject to a PACTS allocation process, Metro proposes to utilize this funding to support system-wide bus stop improvements including in support of the Transit West project.</i>	Local Share	32,000	-	-	-	-	-	-
		Local Share (Other)	-	-	-	-	-	-	-
		Federal Grant (5307)	128,000	-	-	-	-	-	-
		Federal Grant (5339)	-	-	-	-	-	-	-
		Federal Grant (STP)	-	-	-	-	-	-	-
		State	-	-	-	-	-	-	-
		Locally Issued Bond	-	-	-	-	-	-	-
		Project Total	160,000	-	-	-	-	-	-

#	PROJECT NAME-DESCRIPTION	FUNDING SOURCES						5-Five Year	
			2018	2019	2020	2021	2022	2023	Program
9	<u>Bus Stop Improvement Project</u> <i>Proposed 2019-2022 funding advances a new project focused on improving overall conditions at bus stops system wide. This includes develop a comprehensive set of standards governing bus stop facilities, equipment and amenities at all Metro's 500-600 bus stops. Funding proposed in 2019 would be used to complete a study and develop standards and approaches. Subsequent funding would move into design-engineering and installations.</i>	Local Share (Metro)	32,000	10,000	40,000	40,000	40,000	40,000	170,000
		Local Share (Other)	-	-	-	-	-	-	-
		Federal Grant (5307)	128,000	50,000	160,000	160,000	160,000	160,000	690,000
		Federal Grant (5339)	-	-	-	-	-	-	-
		Federal Grant (STP)	-	-	-	-	-	-	-
		State	-	-	-	-	-	-	-
		Locally Issued Bond	-	-	-	-	-	-	-
		Project Total	160,000	60,000	200,000	200,000	200,000	200,000	860,000
10	<u>Transit Stop Access Project</u> <i>This is a regional project that will make targeted ADA, pedestrian and bicycle improvements at/near Metro's bus stops and potentially build 1-3 min-hubs. The project will be coordinated with applicable cities/towns as necessary.</i>	Local Share (Metro)	21,000	21,000	100,000	100,000	100,000	-	321,000
		Local Share (Other)	9,000	9,000	-	-	-	-	9,000
		Federal Grant (5307)	120,000	120,000	400,000	400,000	400,000	-	1,320,000
		Federal Grant (5339)	-	-	-	-	-	-	-
		Federal Grant (STP)	-	-	-	-	-	-	-
		State	-	-	-	-	-	-	-
		Locally Issued Bond	-	-	-	-	-	-	-
		Project Total	150,000	150,000	500,000	500,000	500,000	-	1,650,000
11	<u>Electronic Messaging Signs</u> <i>Following the deployment of the AVL system, this project will install electronic messaging signs that provide real-time bus arrival information at high volume transit centers/bus shelters. This is a regional project with Metro as lead agency.</i>	Local Share	-	-	-	-	-	-	-
		Local Share (Other)	-	-	-	-	-	-	-
		Federal Grant (5307)	-	-	-	-	-	-	-
		Federal Grant (5339)	-	-	-	-	-	-	-
		Federal Grant (STP)	-	-	-	-	-	-	-
		State	-	-	-	-	-	-	-
		Locally Issued Bond	-	-	-	-	-	-	-
		Project Total	-	-	-	-	-	-	-
12	<u>Electronic Fare Collection System</u> <i>This project will replace Metro's aging fare collection system with an electronic fare collection system. The new system will support payments using smart cards and mobile apps while maintaining options for paying cash. The anticipated strategy involves layering smart fare payment system onto traditional cash based fareboxes.</i>	Local Share	-	120,000	-	-	-	-	120,000
		Local Share (Other)	-	-	-	-	-	-	-
		Federal Grant (5307)	-	480,000	-	-	-	-	480,000
		Federal Grant (5339)	-	-	-	-	-	-	-
		Federal Grant (STP)	-	-	-	-	-	-	-
		State	-	-	-	-	-	-	-
		Locally Issued Bond	-	-	-	-	-	-	-
		Project Total	-	600,000	-	-	-	-	600,000
13	<u>Support Fleet</u> <i>This project will purchase one (1) replacement service truck at an estimated cost of \$80,000 as well as two (2) support cars (\$60,000) to be used for bus operator transport between Metro HQ and driver shift change points and administrative use.</i>	Local Share	28,000	-	-	-	-	-	-
		Local Share (Other)	-	-	-	-	-	-	-
		Federal Grant (5307)	112,000	-	-	-	-	-	-
		Federal Grant (5339)	-	-	-	-	-	-	-
		Federal Grant (STP)	-	-	-	-	-	-	-
		State	-	-	-	-	-	-	-
		Locally Issued Bond	-	-	-	-	-	-	-
		Project Total	140,000	-	-	-	-	-	-



TOWN OF FREEPORT, MAINE

Town Manager's Office
30 Main Street
Freeport, ME 04032

Phone: 207-865-4743 x.118
Email: pjoseph@freeportmaine.com

May 29, 2019

Greg Jordan, General Manager
Greater Portland Transit District
Delivered electronically

Dear Greg,

Thank you for taking the time recently to meet with the Town Council in order to discuss the potential continuation of METRO's Breez service in Freeport, as well as METRO's proposal for the Breez communities (Freeport, Yarmouth, and Brunswick) to formally join METRO as member communities. While reviewing the proposal that you provided to us, it became clear that the Town Council requires some additional information in order to better understand the financial implications of formally joining the Greater Portland Transit District. This additional information, requested below, would greatly assist the Town Council as it deliberates on the question of joining METRO as a member community. Could you please review the following questions and assumptions and provide answers and/or confirm our assumptions where appropriate:

1. Our understanding is that the annual assessment for service (currently estimated at approximately \$77,000 per year) would include both (1) the operational costs to run the Breez line, and (2) the proportional "overhead" costs of the entire METRO organization, calculated based on Freeport's proportional share of population relative to the entire METRO membership. Can you please confirm these assumptions?
2. Our understanding is that operational costs for the Breez line are solely borne by the four Breez line communities. Likewise, the operational costs for all non-Breez lines will not be assessed to the Breez communities (excepting of course Portland, who also is responsible for their share of non-Breez lines that operate in the City). Can you please confirm these assumptions?
3. What items are included in the overhead component of the annual costs to operate the Breez line?
4. How is the proportional allocation of overhead costs between the various member communities set and assessed? For example, is it by annual vote, Board policy, Board bylaw, statute, or some other mechanism? What is the legal mechanism to amend this distribution?
5. Our understanding is that future long term debt resulting from capital costs would be assessed based on Freeport's proportional share of population relative to the entire METRO membership, and that these costs would be in addition to the regular annual operating costs. Can you confirm these assumptions?
6. What items qualify as capital/long term debt expenses?
7. How is the proportional allocation of capital costs/long term debt between the various member communities set and/or assessed? For example, is it by annual vote, Board policy, Board bylaw, statute, or some other mechanism? What is the legal mechanism to amend this distribution?

After the Town Council has had the opportunity to review and discuss the responses to the questions above, it may be helpful to schedule a meeting between METRO and the Town Council to discuss any further questions Councilors may have about the possibility of Freeport joining METRO as a member community.

Thank you for your continued assistance as we review this matter,

A handwritten signature in blue ink, appearing to read "Peter E. Joseph", with a long horizontal line extending to the right.

Peter E. Joseph
Town Manager
Town of Freeport



TOWN OF FREEPORT, MAINE

Town Manager's Office
30 Main Street
Freeport, ME 04032

ITEM # 160-19 METRO

Phone: 207-865-4743

Email: pjoseph@freeportmaine.com

MEMORANDUM

TO: Freeport Town Council
FROM: Peter Joseph, Town Manager
DATE: 09/12/19
RE: METRO BREEZ

Following the Town Council deliberations earlier this year regarding the continuation of METRO BREEZ service, I received several inquiries from individual Councilors requesting that staff investigate whether the proposed 4-way split of BREEZ operating costs was consistent with cost sharing agreements in effect on comparable local service lines run by other bus transit agencies.

Staff at the Greater Portland Council of Governments (GPCOG) agreed to provide some investigation into this matter on behalf of the Town of Freeport, as the METRO BREEZ expansion is a regional transit issue, which is in their wheelhouse. What they found was that there are no “standards” in this regard nationwide, nor are there requirements at the federal level that cost sharing be structured in any particular fashion. GPCOG reported that each cost sharing agreement that they investigated at comparable transit agencies to METRO was unique and specific to the needs of the communities in that location, and a result of the interlocal negotiations that created each of these service lines.

As such, Town Council leadership requested that staff prepare a basic alternatives analysis showing what some of these alternate methods of funding apportionment would look like if applied to the METRO line. Several hypothetical alternate funding structures are attached to this memo, intended for illustrative/discussion purposes.

There are several important points that I would like to make about the attached numbers:

- They were prepared by Town staff, not METRO.
- They use estimated numbers, intended for illustrative/discussion purposes only.
- None of these scenarios have been proposed by METRO or agreed to by METRO or the three other municipalities on the line.
- The scenarios are by no way exhaustive. Hypothetical division of costs could be by any additional statistic or measurement that the 4 municipalities could agree to.

Two important trends are apparent from this analysis:

- 1) As you can see, each scenario presents “winners” and “losers” compared to the equal 4 way split proposed by METRO. Freeport would “win” in some scenarios, and “lose” in others. If Freeport were to push for a cost sharing formula other than the 4-way equal split, there’s no way of telling if the final agreed formula would benefit the Town of Freeport.
- 2) In every scenario other than the proposed 4-way equal division of costs, Portland ends up paying significantly more of the cost than under the 4-way proposal. This would obviously make agreement to any of these scenarios a difficult sell to the City of Portland.

It should also be noted that the Town of Yarmouth has already voted to accept membership according to the proposed 4-way equal split of costs.

METRO BREEZ Funding Apportionment Alternatives Analysis

All scenarios assume base cost for service of \$311,800

Proposed Model - 4 way equal split of \$311,800				
Municipality	PORTLAND	YARMOUTH	FREEPORT	BRUNSWICK
Measure	1/4 of total	1/4 of total	1/4 of total	1/4 of total
Distribution	25.00%	25.00%	25.00%	25.00%
Aprox. Annual Cost	\$77,950	\$77,950	\$77,950	\$77,950

Alternative Model - proportional to number of stops in community					
Municipality	PORTLAND	YARMOUTH	FREEPORT	BRUNSWICK	SUM
Measure (# of BREEZ stops in comm.)	5	3	4	3	15
Distribution	33.33%	20.00%	26.67%	20.00%	
Cost	\$103,933	\$62,360	\$83,147	\$62,360	

Alternative Model - proportional to road miles of bus route in community					
MILEAGE ESTIMATES. DOES NOT INCLUDE NON-MEMBER MILEAGES.					
Municipality	PORTLAND	YARMOUTH	FREEPORT	BRUNSWICK	SUM
Measure (miles within community)	13.0	7.0	16.6	12.8	49
Distribution	26.32%	14.17%	33.60%	25.91%	
Cost	\$82,053	\$44,182	\$104,775	\$80,790	

Alternative Model - based on total ridership (boardings + alightings) from most recent year (FY19)					
BASED ON ESTIMATED NUMBERS FOR Q4 OF FY19. FOR ILLUSTRATIVE PURPOSES ONLY.					
Municipality	PORTLAND	YARMOUTH	FREEPORT	BRUNSWICK	SUM
Measure (ridership)	57,535	16,161	20,687	31,676	126,059
Distribution	45.64%	12.82%	16.41%	25.13%	
Cost	\$142,310	\$39,973	\$51,168	\$78,349	

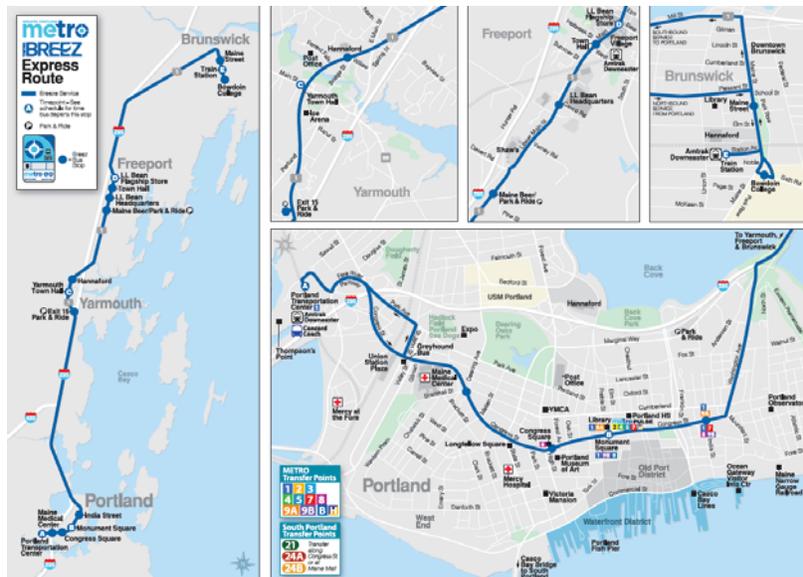
Alternative Model - per capita					
Municipality	PORTLAND	YARMOUTH	FREEPORT	BRUNSWICK	SUM
Measure (population - 2017 ACS est.)	66,715	8,494	8,296	20,523	104,028
Distribution	64.13%	8.17%	7.97%	19.73%	
Cost	\$199,963	\$25,459	\$24,865	\$61,513	



Metro Breez Project Presentation to Freeport Town Council September 17, 2019



METRO BREEZ OVERVIEW



METRO BREEZ FUNDING PARTNERS

- Metro member communities (Portland, Westbrook and Falmouth)
- Towns of Brunswick, Freeport, Yarmouth
- Maine Department of Transportation
- Portland Area Comprehensive Transportation Program (PACTS)
- Federal Highway Administration
- Federal Transit Administration
- Bowdoin College



METRO BREEZ OVERVIEW

- **Service Levels:** 14 weekday roundtrips; 7 round trips on Saturdays
- **Buses:** 4 medium duty shuttles supplemented by larger buses when needed
- **Bus Amenities:** Bike racks, Wi-Fi, USB ports, overhead racks, space for wheelchairs, real-time arrival by text/app.
- **Bus Stops:** 3-4 in each community; 5 stops in Portland.
- **Passenger Fares:** \$3.00 one-way with multi-ride tickets and passes available.



METRO BREEZ HISTORY

- 2014: Freeport and Yarmouth approach Metro about developing transit service to Portland.
- 2015: Local and federal funding secured to implement 3 year pilot project.
- 2016: Metro Breez launched serving Freeport, Yarmouth, Falmouth and Portland.
- 2017: Extended to Brunswick, Falmouth removed and number of trips increased and re-calibrated.
- 2018: Ridership builds
- 2019: Pilot period ends



METRO BREEZ PURPOSE

A step toward meaningful traffic congestion mitigation on I-295 and in municipal downtowns.



METRO BREEZ PURPOSE

Reduces parking needs.

Supports higher density mixed-use development.

Reduces auto congestion in downtown locations.



Freeport Village



Gorham Village

METRO BREEZ PURPOSE

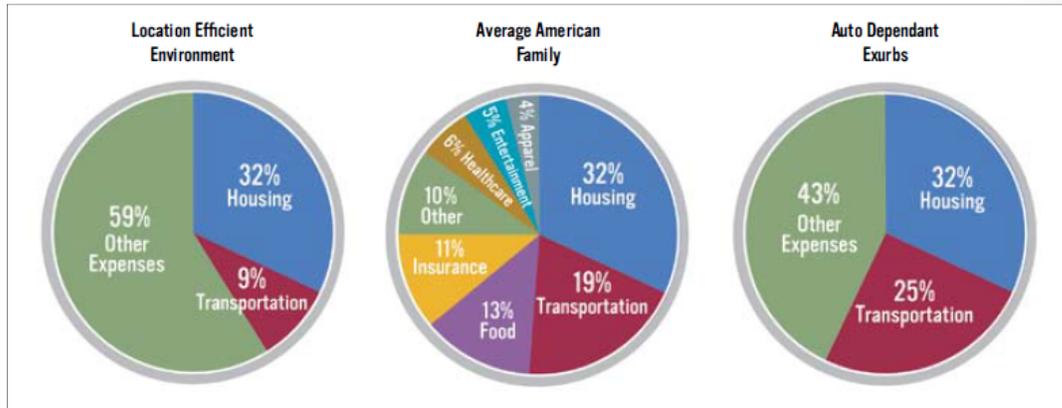
Public transit promotes community, reduce social isolation and improves independence for seniors and people with disabilities.



Public transit promotes active transportation (walking, biking) and improves overall public health.

METRO BREEZ PURPOSE

Public transit is part of the solution to the region's affordable housing challenges.

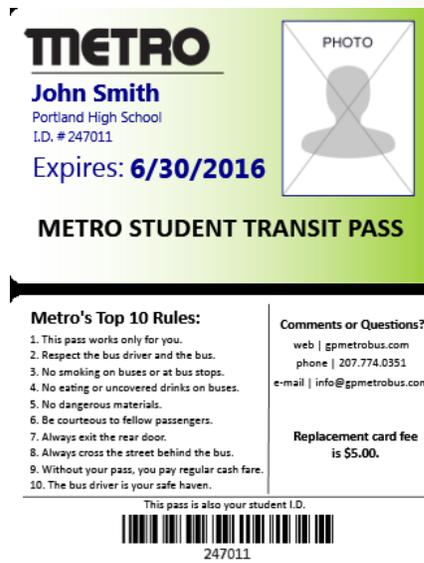


Source: Center for Transit Oriented Development

METRO BREEZ PARTNERS

Current Transit Pass Programs:

- University of Southern Maine
- Southern Maine Community College
- Baxter Academy
- Portland Public Schools
- Maine Medical Center & Maine Health (Starting July 2019)
- More to come with new automated fare collection system coming in 2020.



METRO BREEZ PARTNERS

- **Metro Breez and Amtrak Downeaster schedule and fare integration** – Helps riders understand they can use both services in tandem along the I-295 corridor.
- **Shared Stops with Brunswick Explorer** – allows for more seamless transfers between Explorer and Breez.



SCHEDULE
BREEZ
June - August 2019

\$3 (one-way) Fare
TRAIN or BUS
Portland ↔ Brunswick

SOUTHBOUND					WEEKDAY M-F					SOUTHBOUND				
BRUNSWICK Train Station	FREEPORT Train Station (11 Stop)	YARMOUTH Train Hall	PORTLAND Pierogian Center	PORTLAND Pierogian Center	PORTLAND Pierogian Center	PORTLAND Pierogian Center	YARMOUTH Train Hall (11 Stop)	FREEPORT Train Station (11 Stop)	BRUNSWICK Train Station	BRUNSWICK Train Station	FREEPORT Train Station (11 Stop)	YARMOUTH Train Hall	PORTLAND Pierogian Center	PORTLAND Pierogian Center
6:30a	6:45a	7:00a	7:15a	7:30a	7:45a	8:00a	8:15a	8:30a	8:45a	9:00a	9:15a	9:30a	9:45a	10:00a
6:55a	7:10a	7:25a	7:40a	7:55a	8:10a	8:25a	8:40a	8:55a	9:10a	9:25a	9:40a	9:55a	10:10a	10:25a
7:00a	7:00a	7:33a	7:33a	8:05a	8:05a	8:38a	8:38a	9:10a	9:10a	9:43a	9:43a	10:15a	10:15a	10:48a
7:25a	7:43a	7:59a	8:16a	8:34a	8:52a	9:10a	9:28a	9:46a	10:04a	10:22a	10:40a	10:58a	11:16a	11:34a
8:00a	8:38a	-	8:53a	9:04a	9:15a	9:26a	9:37a	9:48a	9:59a	10:10a	10:21a	10:32a	10:43a	10:54a
8:30a	9:00a	10:03a	10:11a	10:37a	10:45a	11:11a	11:19a	11:45a	11:53a	12:19a	12:27a	12:53a	13:01a	13:27a
10:15a	10:35a	10:48a	11:01a	11:31a	11:39a	12:05a	12:13a	12:39a	12:47a	13:13a	13:21a	13:47a	13:55a	14:21a
11:45p	1:05p	1:18p	1:30p	1:42p	1:54p	2:20p	2:28p	2:54p	3:02p	3:28p	3:36p	4:02p	4:10p	4:36p
1:00p	1:15p	-	1:27p	1:38p	1:49p	2:15p	2:23p	2:49p	2:57p	3:23p	3:31p	3:57p	4:05p	4:31p
3:55p	3:55p	3:58p	3:50p	4:02p	4:14p	4:40p	4:48p	5:14p	5:22p	5:48p	5:56p	6:22p	6:30p	6:56p
5:05p	4:57p	4:58p	4:46p	5:00p	5:14p	5:40p	5:48p	6:14p	6:22p	6:48p	6:56p	7:22p	7:30p	7:56p
6:30p	6:32p	-	6:57p	6:59p	7:20p	7:40p	7:42p	8:00p	8:02p	8:20p	8:22p	8:40p	8:42p	9:00p
8:00p	8:10p	-	8:35p	8:45p	9:05p	9:15p	9:35p	9:45p	10:05p	10:15p	10:35p	10:45p	11:05p	11:15p
8:30p	8:50p	8:52p	8:32p	8:42p	9:02p	9:12p	9:32p	9:42p	10:02p	10:12p	10:32p	10:42p	11:02p	11:12p
9:00p	9:10p	9:12p	8:52p	9:02p	9:22p	9:32p	9:52p	10:02p	10:12p	10:32p	10:42p	11:02p	11:12p	11:32p

SOUTHBOUND					WEEKEND - SATURDAY					SOUTHBOUND				
BRUNSWICK Train Station	FREEPORT Train Station (11 Stop)	YARMOUTH Train Hall	PORTLAND Pierogian Center	PORTLAND Pierogian Center	PORTLAND Pierogian Center	PORTLAND Pierogian Center	YARMOUTH Train Hall (11 Stop)	FREEPORT Train Station (11 Stop)	BRUNSWICK Train Station	BRUNSWICK Train Station	FREEPORT Train Station (11 Stop)	YARMOUTH Train Hall	PORTLAND Pierogian Center	PORTLAND Pierogian Center
6:30a	6:45a	7:00a	7:15a	7:30a	7:45a	8:00a	8:15a	8:30a	8:45a	9:00a	9:15a	9:30a	9:45a	10:00a
6:55a	7:10a	7:25a	7:40a	7:55a	8:10a	8:25a	8:40a	8:55a	9:10a	9:25a	9:40a	9:55a	10:10a	10:25a
7:00a	7:00a	7:33a	7:33a	8:05a	8:05a	8:38a	8:38a	9:10a	9:10a	9:43a	9:43a	10:15a	10:15a	10:48a
7:25a	7:43a	7:59a	8:16a	8:34a	8:52a	9:10a	9:28a	9:46a	10:04a	10:22a	10:40a	10:58a	11:16a	11:34a
8:00a	8:38a	-	8:53a	9:04a	9:15a	9:26a	9:37a	9:48a	9:59a	10:10a	10:21a	10:32a	10:43a	10:54a
8:30a	9:00a	10:03a	10:11a	10:37a	10:45a	11:11a	11:19a	11:45a	11:53a	12:19a	12:27a	12:53a	13:01a	13:27a
10:15a	10:35a	10:48a	11:01a	11:31a	11:39a	12:05a	12:13a	12:39a	12:47a	13:13a	13:21a	13:47a	13:55a	14:21a
11:45p	1:05p	1:18p	1:30p	1:42p	1:54p	2:20p	2:28p	2:54p	3:02p	3:28p	3:36p	4:02p	4:10p	4:36p
1:00p	1:15p	-	1:27p	1:38p	1:49p	2:15p	2:23p	2:49p	2:57p	3:23p	3:31p	3:57p	4:05p	4:31p
3:55p	3:55p	3:58p	3:50p	4:02p	4:14p	4:40p	4:48p	5:14p	5:22p	5:48p	5:56p	6:22p	6:30p	6:56p
5:05p	4:57p	4:58p	4:46p	5:00p	5:14p	5:40p	5:48p	6:14p	6:22p	6:48p	6:56p	7:22p	7:30p	7:56p
6:30p	6:32p	-	6:57p	6:59p	7:20p	7:40p	7:42p	8:00p	8:02p	8:20p	8:22p	8:40p	8:42p	9:00p
8:00p	8:10p	-	8:35p	8:45p	9:05p	9:15p	9:35p	9:45p	10:05p	10:15p	10:35p	10:45p	11:05p	11:15p
8:30p	8:50p	8:52p	8:32p	8:42p	9:02p	9:12p	9:32p	9:42p	10:02p	10:12p	10:32p	10:42p	11:02p	11:12p
9:00p	9:10p	9:12p	8:52p	9:02p	9:22p	9:32p	9:52p	10:02p	10:12p	10:32p	10:42p	11:02p	11:12p	11:32p

Choose the TRAVEL Option that works for YOU!

Amtrak Downeaster & Metro BREEZ Fares
Portland ↔ Brunswick
48 Locations • 877-255-3827 • 888-444-4444

SCHEDULES ARE SUBJECT TO CHANGE WITHOUT NOTICE. We'll notify you by email up to 30 days in advance.

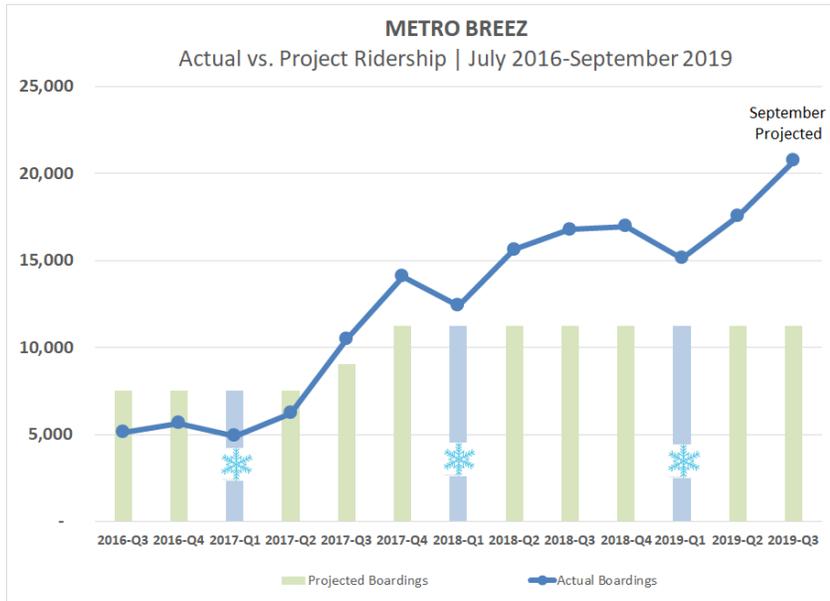
METRO BREEZ PERFORMANCE

Metro Breez Bus Operator report and photo from September 6, 2019: 7:00 a.m. southbound trip from Brunswick.

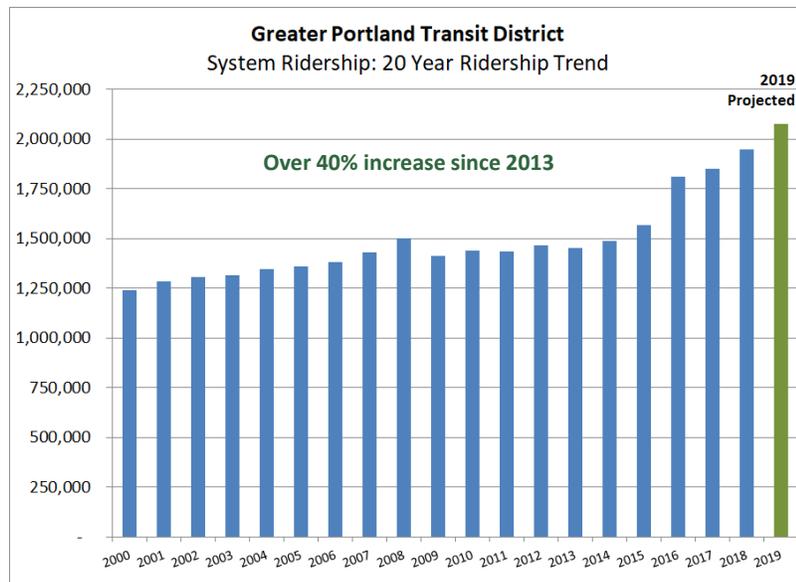
- I had a total of 19 coming out of Brunswick.
- I picked up 15 more in Freeport, dropping off 1 that I had picked up in Brunswick.
- At the Hannaford stop in Yarmouth, I picked up an additional 3 passengers. This is where I snapped the photo that is attached.
- At the Town Hall in Yarmouth, I picked up 4 more additional passengers and 3 were dropped off.
- At the exit 15 park and ride, I picked up one more.
- As one can see from the photo, it is a very good cross section of people, which included students and people going to work, etc...
- The new addition of MMC employees, maybe 2-3 are in the mix.
- *The service is very much appreciated.*



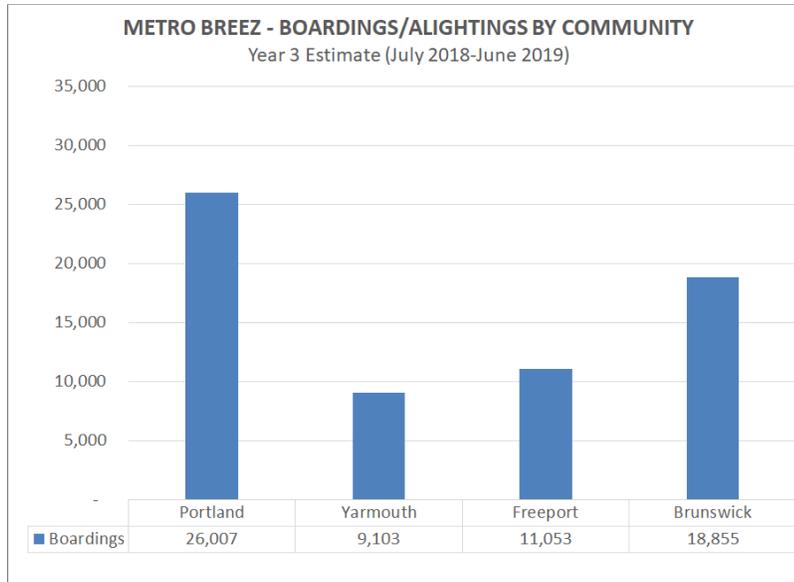
METRO BREEZ PERFORMANCE



METRO RIDERSHIP



METRO BREEZ PERFORMANCE



METRO BREEZ: 2020 BUDGET ESTIMATES*

	FY 2020-21	
Full Cost Estimate	\$ 885,000	
Fare Revenue:	\$ 175,000	20%
Federal/Other Funding:	\$ 398,200	45%
Brunswick:	\$ 77,950	9%
Freeport:	\$ 77,950	9%
Yarmouth:	\$ 77,950	9%
Portland:	\$ 77,950	9%
Total Funding:	\$ 885,000	100%
Local Contributions to Capital:	\$ -	
Brunswick:	\$ -	
Freeport:	\$ -	
Yarmouth:	\$ -	
Total Funding from Freeport:	\$ 77,950	

* Metro's Fiscal Year is Jan-Dec.
Freeport's Fiscal Year is Jul-Jun.

METRO MEMBERSHIP

- **Brunswick, Freeport and Yarmouth to have one (1) seat each on the Metro Board of Directors.**
- Transportation and mobility are regional issues requiring partnership and collaboration.
- Seat at the table on agency service planning, initiatives and budgeting.
- Partner on advancing public transit in southern Maine – Responsive to Brunswick needs.
- Strengthens Metro as an agency and its ability to be a mobility solution.
- Equitable sharing of benefits and costs.



UPCOMING PROJECTS

- **Battery Electric Bus Project – 2021 Deployment**
- **Pathway to Zero Emissions by 2040**
- Partnership with Shuttlebus-Zoom, Maine Department of Transportation, Center for Transportation and the Environment (CTE) and Proterra.
- \$2.3 million from FTA low-No Emissions Grant Program.
- \$3.0 million from Maine's VW Settlement Fund.



UPCOMING PROJECTS

Automated Fare Payment

- Four (4) transit agencies.
- Local fare goes from \$1.50 to \$2.00.
- Breez fare goes from \$3.00 to \$4.00
- Introduce **mobile app**.
- Introduce **stored value smart card** with wide retail network.
- Eliminate all paper based tickets and passes.
- Roll-out **fare capping** in place of period passes.
- **Cash will still be accepted.**



SUMMARY AND NEXT STEPS

The Metro Breez project has been a success and should continue.

- Asking Brunswick, Freeport and Yarmouth to formally join Metro.
- There are fail-safe provisions in Maine Revised Statutes to enable town to exit the agency before any major capital expenditures or debt obligations.

Requesting action in September to allow one of the following directions:

- Breez Continuation and Joining Metro – allows town to be a part of the Metro Board's 2020 budget process.

OR

- Freeport exit: Metro needs sufficient time to restructure service without Freeport January 2020.



Thank you

The following slides are supplemental covering information provided in prior documents.

Information can be reviewed as needed during September 17 Town Council meeting.

METRO MEMBERSHIP

Maine Revised Statutes governs board membership:

- Establishes current membership.
- Allows Board to determine conditions upon which to bring on new communities.

Proposed make-up based on following:

- General reference to both level of service and population.
- Portland must hold 50% until such time that its level of service and population drop below 50%.
- Interim arrangement until additional communities join (e.g., Gorham).

CURRENT BOARD MAKE-UP

	Board Seats	Board Seats	Service Levels	Population
	#	%	%	%
Portland	5	50%	76.0%	69.6%
Westbrook	3	30%	20.5%	18.6%
Falmouth	2	20%	3.5%	11.7%
Total	10	100%	100%	100%

PROPOSED BOARD MAKE-UP

	Board Seats	Board Seats	Service Levels	Population
	#	%	%	%
Portland	8	50%	69.2%	50.3%
Westbrook	3	19%	18.7%	13.5%
Falmouth	2	13%	3.2%	8.5%
Brunswick	1	6%	3.0%	15.4%
Freeport	1	6%	3.0%	6.0%
Yarmouth	1	6%	3.0%	6.3%
Total	16	100%	100%	100%

METRO BOARD PROCEDURES-OBLIGATIONS

Annual operating and capital budgeting process:

- January thru December fiscal year.
- Preliminary budget approved by Board before November 1.
- 30 review period by member communities – PUC process if member objects.
- Final budget approved before March 1.
- Assessment issued by April 1.
- Local payments issued to Metro after July 1 (middle of Metro's fiscal year).

Local share cost allocation determined by three factors:

- Allocation of general grant funds and misc. revenue based on proportional share of REVENUE HOURS.
- Assignment of any dedicated grants (e.g., pilot period start-up grants) to specific routes/communities.
- Allocation of fare revenue based on ridership by route.
- Allocation of remaining local OPERATING costs based on proportional share of REVENUE HOURS.
- Allocation of local match on approved CAPITAL program based on proportional share of REVENUE HOURS.

METRO BOARD PROCEDURES-OBLIGATIONS

Withdrawal from Metro and Debt Obligations:

- Member may withdraw at end of Metro's fiscal year with at least 1 year's notice.
- Withdrawing member not obligated to any debt Metro undertakes during period of notice.
- Withdrawing member is obligated to pay its proportionate share of any debt incurred while a member of the agency up until the notice of withdrawal.
- Most common reason to issue debt is to cover the local match on fleet purchases.
- Metro's 2019 annual debt service is \$270,642 or about 2% of the total budget – not expected to exceed 3% over next 5 years.
- Replacement or Expanded Operations-Maintenance Facility is in early stages of study.
 - At least 5 years away
 - Costs, funding and local share obligations will be determined far enough in advance.
 - ***All members will have opportunity to withdraw from agency in timeframe that avoids any debt obligation.***