

Connecticut Rail Station Governance Study

Final Report



U R B I T R A N **R** E P O R T

Prepared for
Connecticut Department of Transportation

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INTRODUCTION

The Connecticut Department of Transportation (CDOT) initiated the *Connecticut Rail Station Governance Study* in 2001 with the intention of evaluating the condition and operations of stations and parking facilities on the New Haven Line and its three branches. The evaluation includes “an inventory and documentation of existing facilities, a review of current governance practices, a review of governance practices (management/administration) at other commuter rail operations and a review of operating revenues and expenses.” The purpose of this study is to gather information that can be used to guide CDOT in determining whether a change should be made in how the stations and parking facilities are governed. Any changes made to governance policy would be made to “improve serviceability, financial effectiveness, and service quality.” The mission statement for the study is:

-To develop a Governance Policy and Financial Policy which improves current conditions and offers improved quality of service for our riders.

This Final Report includes the work completed in the two phases of the project. It summarizes the present condition of the rail system and identifies efficiencies that should be addressed, and it provides options for future governance.

Phase One

The first part of the report (Chapters 1-3) summarizes Phase One activities: summary of existing conditions, an evaluation of current governance methods, and the directions for change. The materials concerning Phase One are summarized from technical memoranda submitted to CDOT and are available on the website www.ctrailgovernance.com. They are as follows:

Chapter 1: Summary of Existing Conditions

Task 1: Survey Connecticut Station Stakeholders

- Completion of stakeholder interviews to gain insight from local officials, transportation professionals, station tenants, station managers, and transit providers.
- Performance of customer opinion surveys to gather an understanding of the current ridership on the rail lines.
- A review of recent survey efforts performed through other sources.

Task 2: Parking Inventory

- A review of parking capacity, utilization, and rates.
- Development of parking facility diagrams and layouts to provide an understanding of the parking facilities involved in the study.

Task 3: Conditions Survey

- Development of assessment measures prior to a physical assessment of the locations.

- Performance of station inspections to provide a detailed engineering assessment of the station building and structures, platform, and parking lot.
- A review of relevant regulations and codes.
- Development of a cost estimate for remediation of deficiencies at each station.

Task 4: Operational Review

- Completion of a legal and contractual review, financial review, and operations review, and a station operations evaluation.

Chapter 2: Evaluation of Current Governance Methods

- A summary of strengths and weaknesses of the present governance policy with respect to lease terms, finance, operational management and oversight, and standards and practices.

Chapter 3: Directions for Change/Next Steps

- Identification of specific items that need to be addressed in the development of a new governance policy.

Phase Two

Phase Two of the study was designed to provide information to guide CDOT going forward in the evaluation, selection, and implementation of a number of strategies to improve the “serviceability, financial effectiveness and service quality” as relates to the facilities through which the service is operated. Chapters 4-7 describe the work conducted in Phase Two.

Phase Two illustrates a range of governance options which fit the circumstances of a multi-branch, multi-state, multi-community commuter rail service, and the development of evaluation criteria which cover quantitative and qualitative aspects of the alternative policies. These criteria will help CDOT determine if the alternatives are stronger or weaker in achieving the identified study objectives.

Phase Two also includes work associated with a national survey of practices which was completed for eight regional/commuter rail operations. The research provides findings and recommendations, which, taken in concert with the findings in Phase One, provide the basis for the development of the governance options.

The four chapters covering Phase Two activities include the following:

Chapter 4: Survey of National Practices at Regional/Commuter Rail Operations

- A broad based review of approximately twenty regional or commuter rail operations and a more in depth survey of eight such operations was conducted to understand what “best practices” information could be applicable to the CDOT rail operations.

Chapter 5: Standards and Practices Manual

- Recommendations for the development of a Standards and Practices Protocol which should guide governance regardless of the ultimate governance option adopted by CDOT, a Standard Lease format and a financial analysis of revenues and expenses for CDOT consideration.

Chapter 6: Draft Governance Options

- Based on the review of common practices at other rail properties, and the consulting team's knowledge of common and practical governance practices, three options of governance were identified providing a range of strategies for consideration.

Chapter 7: Evaluation Criteria

- Evaluation criteria covering a range of qualitative and quantitative considerations were developed. Under each of the governance options, these criteria were discussed with issues identified for further consideration by CDOT as part of their selection process.

Finally, it should be noted that during the time that the project was undertaken, many changes occurred in the program and at the various facilities to correct gaps in processes and procedures at many stations. These have included both physical improvements at stations, as well as a development of the recognition that strengthening financial accountability at the individual station level is beneficial to all contractual parties. These developments clearly delineate how important the work contained in this study is to the overall management and governance of the stations.

CHAPTER 1: SUMMARY OF EXISTING CONDITIONS

The general methodology and pertinent system-wide summary information for each task is presented in this section. Detailed station-by-station information is available in the individual reports cited in the preceding section, which are available at www.ctrailgovernance.com.

Task 1: Survey Connecticut Station Stakeholders

This section summarizes the materials in the report *Summary of Stakeholder Interviews*.

An important benchmark in this review is to determine how local stakeholders and customers perceive the current New Haven Line rail system. Determining the perspective and satisfaction of stakeholders and customers can provide an indication of what works and what adjustments may need to be considered. Interviews with stakeholders were conducted in the fall of 2001 and the spring of 2002. Customer surveys were conducted at the stations in November 2001 and were provided to all users, including both commuters and recreational travelers.

Stakeholder Interviews

The goal of the stakeholder interviews was to discuss broad policy and planning issues regarding rail station operations and governance. Twenty interviews were conducted with local officials or their designated representatives, directors of six regional planning agencies, the staff of New Haven Line stations, and seven local bus operators that serve the stations. A list of all interviewed stakeholders and the agency they represent is provided in the task report available on the website.

Discussion guides were created for each category of stakeholder and all included these general topics:

- Station leases
- A vision of the rail stations
- Customer comments
- Parking rates, capacity and needs, and
- Intermodal coordination

The discussion guide served only as a conversation opener and the interviews covered a range of topics depending upon the interviewee. Interviews ranged from 15 to 90 minutes due to the complexity or number of issues and the level of rail activity at a particular station.

This section presents the dominant themes which threaded through the interviews with the towns, the regions, and the local transit operators; how, in general, each group views the governance issues; and how the viewpoints are either similar or in conflict among the groups.

Town Interviews

There were twenty interviews conducted with local officials, of which nine were with towns/cities on the main line, five were with towns on the Danbury Branch, five on the Waterbury Branch, and one on the New Canaan Branch.

It was explained to the participants that the interviews were being held to examine each community's view towards the current rail station governance policy and specifically the community's relationship/arrangement with CDOT. The content of the interview focused on how well the current arrangement between the community and CDOT is working; whether the local community felt that changes were needed with regard to the arrangement, division of responsibilities, etc.; and whether they had any suggestions for improvements.

Before summarizing the opinions of the stakeholders, it is useful to provide a general background concerning current governance arrangements.

The current station governance arrangement is not at all uniform. Station leases between CDOT and the local communities are the most common arrangement for most of the smaller communities along the mainline, Danbury and New Canaan branches, with the leases covering the station buildings, platforms, and the parking areas owned by CDOT. Other parking lots at these stations are either town-owned or leased from private organizations, with CDOT sometimes participating in the leasing arrangements. CDOT operates, through a private contractor, the stations in Stamford and Bridgeport.

Some communities have more than one arrangement. In Norwalk, the city owns the South Norwalk Station and leases and operates the East Norwalk Station, while the Sixth Taxing District leases the Rowayton Station, and Merritt 7 station is privately owned by the developer of that complex while the parking there is owned by CDOT. The South Norwalk and East Norwalk Stations are both managed by the Norwalk Parking Authority. Greenwich Station is privately owned with no CDOT-owned parking, while the other three stations and some of their parking are leased from CDOT. In Wilton, the CDOT leases to the town the parking in Wilton and Cannondale, while the stations are the responsibility of CDOT and/or its private leaseholders in the buildings.

The situation along the Waterbury Branch is very different from those along the main line, Danbury and New Canaan Branches. First, service along the branch is very limited, ridership is very low, and the use of rail service, in general when compared to the other lines, is minimal. At this time and under these conditions, the railroad has a very low visibility and therefore the stations have a low priority within these communities. With the exception of Derby, the communities have minimal responsibility for the stations and parking.

Governance: Home Rule or Increased CDOT Responsibility – Communities tend to prefer the administrative model under which they are currently operating. Those who hold leases with CDOT generally want to continue with that arrangement, feeling that local governance is more responsive to their residents and the problems that arise. Implicit in the argument for local rule is the idea that the local communities would be able to control the parking supply and fees and,

therefore, keep the stations in scale with the surrounding community. Those favoring home rule fear that allowing CDOT to manage parking supply and fees potentially would provide the opportunity for CDOT to use condemnation powers to build more parking. The financial implications of a system centrally managed by CDOT were only touched on briefly by a few of the stakeholders, but such a scenario would be a concern for some towns.

At the same time, several local respondents acknowledged the need for a regional and intermodal perspective on transportation and acknowledged that home rule does not necessarily lend itself to such a perspective. A select few among the lease-holding communities would consider turning over their leases to CDOT, but even then only if they were able to retain local input into all decision-making regarding the stations, parking, etc.

CDOT operates, through a contractor, the stations in Bridgeport and Stamford; only Bridgeport participated in the discussions. Bridgeport is extremely pleased with CDOT management, which began in August, 1994, and they acknowledged, as did the Greater Bridgeport Regional Planning Agency (GBRPA) and Greater Bridgeport Transit Authority (GBTA) subsequently, that the station is better managed, operated, and maintained now than when the City was responsible. While the study cannot speak to the position of the City of Stamford, others who participated in the stakeholder interviews – South Western Regional Planning Agency (SWRPA), Connecticut Transit – had similar feelings to those in Bridgeport, that the Stamford station is being operated and maintained to a higher level under CDOT management since CDOT assumed responsibilities at the station in April 2000.

Those interviewed municipalities who favor home rule made the following points:

- Local governance is better for providing an immediate response (“timeliness”) to all types of concerns – e.g. passenger complaints, snow removal, security issues.
- Local officials are more sensitive to community issues and residents’ needs. They also want to be able to react quickly to customer needs and are concerned that CDOT or its representatives would not be as responsive. CDOT may not be as concerned about adjacent neighborhood issues and may not have as much sensitivity to community issues.
- Several towns want to manage their parking fee structures. Four towns stated that they keep their parking rates as low as possible to meet their obligations so that they can promote rail use. One town representative said the town has chosen to collect no fees in order to promote rail use from that community.
- The issue of resident versus non-resident parking was clearly a background issue in a number of locations, although only one community explicitly stated that it would not give up local management if it could not regulate who uses the lots. Several communities said they had no problem with non-residents using their parking lots, although they were concerned about expansion and wanted some preference given to town residents if CDOT expanded the lots. Some towns indicated that they would be happy to partner with CDOT on new lots or structured parking, but even among them there was a need to keep some oversight responsibility for their wait lists, which may not be possible.

- Several of the stakeholders feared that CDOT management would lead to more parking, even if it meant that CDOT would have to use condemnation to obtain the land. This was deemed to be an unacceptable consequence. In fact, CDOT could already exercise this power to obtain land for parking, but has chosen not to do so.
- Finally, several communities felt they are doing an excellent job managing their stations and parking and that they have a good working relationship with CDOT, obviating the need for any changes to the current lease arrangement. There was a clear pride of ownership in several communities which extended to their residents' feelings as well.

Those who favor increased CDOT responsibilities made the following points:

- CDOT is doing a better job in Bridgeport and Stamford than the local communities were doing in the past, which is a demonstration of their commitment and ability to manage a station program.
- Running the stations for some towns was considered a headache and these communities would seriously consider having CDOT assume a greater management role.
- A few communities felt that they would benefit financially from an increase in CDOT's station responsibilities, as they are not covering their operating and maintenance costs with parking revenues, forcing them to fund their parking operations from general revenues.
- Some felt that unifying the program under CDOT would be the best way to address regional concerns and promote non-SOV use. They felt that there needed to be a more uniform pricing structure, uniform standards for the stations and parking lots, and a single identity program.

Whether they believe in local management or an increase in CDOT governance responsibilities, or some combination thereof, all of the local stakeholders are committed to seeing the railroad grow and all of the participants want it to be well-managed and adequately funded. Everyone perceives the potential that the rail system has for attracting new riders and for supporting congestion mitigation on the state's roadways and realizes that achieving these ends is in the best interest of each community and of the entire state. At the same time, however, as local communities, each is committed to doing what is perceived as best for their own residents within this context, and therein lies the fundamental issue at stake in this process – how to develop a governance policy which balances local, state, and regional issues which can be supported by all parties.

Other Local Issues: CDOT Cooperation and Local Leases – While the issue of overall governance and responsibility of the station and parking program was paramount in these discussions, the stakeholders were also asked to comment upon their relationship with CDOT, and, where applicable, their satisfaction with their leases.

With only two exceptions, the towns were uniformly complimentary regarding the cooperation they received from CDOT personnel involved in the station management program. Seven of the nine stakeholders interviewed on the main line, three of the five on the Danbury Branch, and the one on the New Canaan Branch all were positive about CDOT. In defining what was meant by a good relationship, the stakeholders indicated that they were able to work with CDOT staff to resolve problems and were able to get CDOT to help undertake and pay for extraordinary repairs. Several towns had some unresolved problems regarding brush growing along the tracks, debris on the tracks, and other maintenance items, but only two communities felt strongly that CDOT was not cooperative, made changes without consulting them, or took too long to undertake routine maintenance.

CDOT's role in each local station program is circumscribed either by the contents of its leases, lack thereof, or its operating agreements to run the stations and parking as in Bridgeport and Stamford. The towns varied widely in their understanding of the arrangements for operating the stations and parking in their communities. Some were fully familiar with the entire lease and its contents, the financial requirements contained therein, the need to maintain a reinvestment fund, the duration, and generally all terms and conditions. A few towns knew they had a lease but were not fully aware of the contents, in some cases they were even unsure of what the lease covered (e.g. buildings or platforms, or parking), and in a couple of cases the town didn't know they had a lease. The range of understanding of the legal arrangements for the stations was surprising, but also appears to be reflective of each town's interests and abilities to manage the program. Thus, those who were most knowledgeable also appear to be those who are managing their stations and parking well. Conversely, a lack of knowledge about the leases appears to correlate with less attention to the stations, again based upon a comparison of these interviews to a visual inspection of the stations by the interviewer.

The general point of view on the leases, from the town perspective, is that they are acceptable, although they might need minor reworking to clarify either the maintenance responsibilities between CDOT, the local community, and MNCR; or how financial accounts and records are kept and reported. The lack of uniform leases, as well as the wide range of understanding of the leases on the part of the local communities, has created a system in which it is hard for the communities to define the division of responsibilities for maintenance and operations of stations, platforms and/or parking lots. There is a perception that CDOT has no overriding policies and procedures for undertaking and paying for repairs or upgrades, and instead treats these activities on an ad hoc basis as they are brought to their attention by the towns. There was a concern that some towns are maintaining a reinvestment fund and using it appropriately under the terms of the lease, while others constantly rely upon CDOT for funding of activities that should be the responsibility of the town. Questions were raised concerning the accounting of revenues and costs and how towns report their financial positions to CDOT, and how this in turn relates to the aforementioned decisions.

Even as CDOT staff was praised for their working relationship with the towns and for their cooperation concerning repair needs and costs, it was apparent that there was a concern that this was based upon individual relationships and not upon a uniform policy and procedure. Furthermore, due to the lack of clarity and/or uniformity and the need for more direction with regard to financial reporting, CDOT may be paying for many things that the towns should pay

for under the lease. This point of view was largely held by those who feel they do understand and follow the lease, and have appropriate financial systems in place, and reflects, in part, their frustration that others do not do the same and take advantage of CDOT's largesse.

Regional Agency Interviews

Six regional planning agencies or Councils of Government participated in the stakeholder interview process. All six spoke about service planning issues and the long range need for better rail service. Those representing communities on the branches were more concerned with service planning issues and specifically with more trains and faster service, and less focused on station governance issues. Those representing communities along the main line were more focused upon governance issues and the role that governance can play in improving the quality of the stations and parking, the quantity and location of parking, travel demand management, etc.

Branchline Discussions – Housatonic Valley Council of Elected Officials (HVCEO) and Central Naugatuck Regional Planning Agency (CNRPA) staff spoke about the need for more rail service, noting the population growth in both regions and travel patterns which continue to congest Route 8 and Route 7, the two adjacent north-south highways lining them to work locations from Bridgeport to Greenwich.

The Central Naugatuck RPA was very concerned about CDOT's commitment to the Waterbury branch, as reflected in the low number of trains and generally poor condition of its stations. They feel more attention needs to be paid to the line to upgrade its current condition, market the present service, and eventually to expand the service. The rail line is an important regional asset to the Valley and its long term economic development, as demonstrated by the Naugatuck Valley Development Corporation's on-going study for an intermodal center in Waterbury. Station and parking governance are only issues in so far as they want CDOT to be active in upgrading the entire line.

Additional service and faster train times on the Danbury branch, in both directions, are considered to be the key to the future use of the rail line and to congestion mitigation efforts along Route 7, and are the primary foci of HVCEO. HVCEO sees the need for more parking along the line, although only Branchville at present is constrained. There are four stations in the HVCEO Region. Three of the four are new facilities, which are managed by the local community through leases with CDOT. There are no apparent governance issues at these stations.

The Valley Regional Planning Agency (VRPA) is in a different position than the other two, as they are the sub-lessors to the City of Derby, who in turn is the lessor to CDOT, for the Derby Station and parking. Thus, they have a direct role in the day-to-day operation of Derby Station, and also represent, as the RPA, the interests of Ansonia, Seymour, and Beacon Falls regarding rail service in the lower valley. As with the CNRPA, their focus was not on governance issues, other than to say they were happy with the arrangement in Derby and that they would like to see better facilities and more CDOT attention paid to the other stations. Rather, the focus was on more service; they feel that the biggest single issue is the future of the line and the constant fear that it will be terminated in the near future. Because parking is free in Derby, they do not have a reinvestment fund, and all day to day maintenance is either paid by the City or done via CDOT

grants. On a broader context, they were one of the stakeholders who felt that a lot of the arrangements made with CDOT for repairs at other stations are done on a personality basis, and not via a contractual relationship within a lease.

The three agencies representing the Branch lines were far more concerned with the train schedules, the number of daily trains, and parking than with the long term governance of the stations along the lines. Those on the Waterbury Branch did perceive a lack of attention from CDOT, but observed that developing a policy on governance is irrelevant without a service. HVCEO similarly is interested in more service and more parking; they, however, were comfortable with the current local governance arrangements.

Mainline Discussions – As opposed to the hundreds of riders who use the branch services each day, ridership along the mainline numbers in the tens of thousands on a daily basis. Communities along the mainline and the Regional Agencies who represent them, have a very different agenda, focused on developing the infrastructure to better serve present riders, to accommodate additional riders, and to provide congestion mitigation for the adjacent highway network. As perceived by the three regional agencies representing communities along the mainline, station and parking governance is an integral part of any long term strategy for enhancing rail service. The following findings are based on the discussions with South Central COG, Greater Bridgeport RPA, and Southwestern RPA. These findings are generally shared by all three organizations:

- The rail system, in its entirety, has to have a broader focus, i.e. has to be less constrained by the individual communities that it serves and who control many of the stations and parking areas along the line. CDOT has to look at its policies from a multi-regional/State perspective and has to develop policies and programs which can work in concert with all other modes as part of the congestion mitigation strategies being developed throughout the state. Two of the three felt that the towns do not see or do not consider the regional good when making decisions regarding their stations and parking, clearly an impediment to achieving a systematic approach.
- In order to effectively carry out the above mission, CDOT needs to address parking supply and demand, pricing, and any other factors which influence ridership patterns and mode choice. Parking supply has to be addressed regionally, not on a town-to-town basis, and should not be constrained by local decision-makers, recognizing that these local decision-makers must be a part of the process and must be a partner in the program.
- There needs to be uniformity in the system at all levels – signage, materials, visual elements, etc. The system has to be perceived as a just that, a system, and the stations, while retaining local character, should incorporate unified design standards and should all be maintained to the same high standards.
- CDOT has to run the entire rail program in order to effectuate the changes described above. Whether CDOT has to own and operate every facility, either on its own or through contractors; or whether there are other mechanisms, including restructured leases with local communities, is undefined as of this time, and should be the focus of this project. According to two of the three, the leases themselves lack clarity, and need better

definitions of the responsibilities of each party. Furthermore, two of the three feel that there are a whole range of financial issues that can be improved upon, starting with the leases, but also including how accounts are kept by the individual communities, and how costs and revenues are reported. All three recognize the difficulties inherent in moving to a centralized governance system, but also feel that it would be the best mechanism for achieving the desired ends.

Each of the stakeholders recognizes the difficulty inherent in these policies vis-à-vis the current views and interests of their constituent communities, yet each felt strongly the need to move in this direction. CDOT has to be perceived as a partner with the regions and local communities, and not as an adversary. When given the chance in Bridgeport and Stamford, it was pointed out that CDOT has done an excellent job in operating those stations. Clearly, the regional staffs represent the bridge between the general position of the local communities and the position of CDOT, described in the next section. This position will likely be critical in the months to come as various governance options are developed, reviewed, and commented upon, with the hope that a consensus will be reached that can be supported by all parties.

Transit Operators

The transit operators had little to say regarding the governance of the rail stations. Other than in Stamford, where the intermodal center includes the bus station; and in Westport, which has a morning and afternoon peak shuttle program, most stations have only a few routes going in and out, or by, a rail station. None of the operators had difficulties with the local communities or CDOT with regard to stop locations, placement of signs or shelters, or access and egress. The sole issue that affects their operations is enforcement, either enforcement of no parking at the bus stops, or no parking in moving lanes around the stations, tying up not only buses but all vehicles. There was no consensus on whether enforcement would be better with a local or state-run system. The operators in Bridgeport and Stamford did think CDOT was doing a much better job managing those stations. All of the operators endorse taking a broader, regional view of public transportation.

Summary

The stakeholder interviews provide an excellent perspective on the view of local communities and regional agencies with regard to station and parking governance and provide a good indication of the concerns which need to be addressed as alternative governance policies are considered. The consensus among the stakeholders is that most of the communities do a reasonable job of managing their station, some better than others. Furthermore, there is general agreement that the leases can be improved to provide better direction. Finally, some of the towns and Regional Agencies recognize the need to be more cognizant of regional issues and the need to use the railroad more effectively in support of congestion mitigation and economic development.

While several of the regional planning agencies consider local control to be an impediment to creating the railroad the State needs in the future, many of the local communities believe that

they can continue to maintain the current relationship, albeit with strengthened leases, to achieve the same goal.

Customer Opinion Survey

This section summarizes the findings in the *Customer Opinion Survey* report, which can be viewed at www.ctrailgovernance.com.

To gain insight into how the people who actually use the rail system on a regular basis perceive the condition, governance, and future of the system, a customer opinion survey was completed. Customer Opinion Surveys were distributed at all but three rail stations along the New Haven Line and two of three branches, New Canaan and Danbury lines. The Milford, Westport, and Darien stations were not part of the survey because these stations were undergoing ADA construction. Surveys were designed to allow respondents to check the most appropriate response and provide comments. The form was a prepaid mail-back survey. The methodology selected in the work plan was a windshield survey, though this was supplemented to capture some bus and walk-in customers.

During the first two work weeks (Monday – Friday) of November 2001, 7,406 customer surveys were distributed at the stations designated for surveying in the work plan. Over the course of the two week period, each station was surveyed once. More than 7,000 surveys were placed on the windshields of vehicles parked at designated rail station parking facilities after 10:00 A.M. To capture non-auto riders, almost 400 surveys were handed to bus riders and other “walk-ins” in the early morning as they arrived at rail stations with connecting bus service and/or heavy pedestrian volumes. In all, the survey was handed out at 26 stations. During this effort 1,848 surveys were returned, a response rate of 25%.

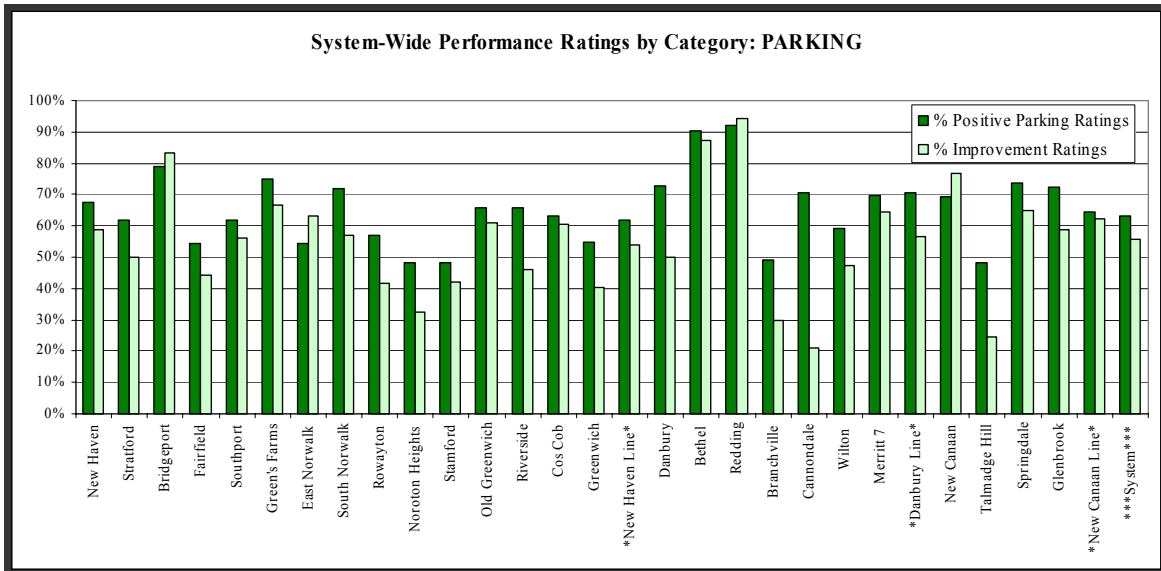
This survey was heavily oriented to auto users and to persons arriving before 3:00 PM. Based on the survey results and the methodology employed the majority of respondents used the train to commute to work or school (92% response), were daily riders (89% response) and traveled during peak times (96% response). Most drove to the station and parked (94% response) and had a parking permit (64% response), which would be expected given the distribution methodology, but is also generally representative of current patterns of the general rail population. Riders who did not have a permit were generally not on a waiting list (62% response). The respondents were generally male (69% response), between the ages of 25 and 44 (50% response), and made more than \$100,000 a year (67% response).

The most important information collected from this survey concerned the respondents’ ratings of station and parking conditions and the changes in the situation over the previous 2 years. Respondents were asked about 4 categories: parking, station building, amenities and platform. They were also asked about station ownership, operations, and management. General findings are presented in the sections that follow and detailed findings can be found in the task report.

Parking

Several parking aspects were rated by surveyed rail riders. Ratings for each feature were: excellent, good, fair or poor and separately, improved or worsened. The combination of good and excellent ratings gives the percentage of positive ratings. Figure 1 shows the percentage of positive ratings and percentage of improvement ratings for all of the parking conditions rated by survey respondents by station, line and for the whole system. System-wide, 63% of survey respondents rated the parking situation positively and 56% of respondents thought that parking had improved during the prior 2 years.

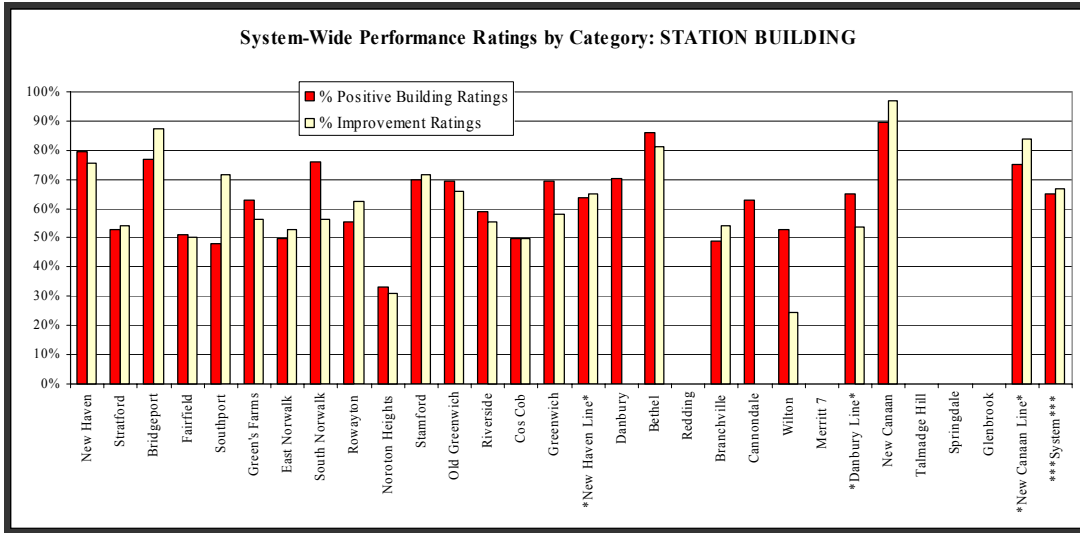
Figure 1: Customer Survey System-Wide Performance Ratings by Category: PARKING



Station Building

The sum of all the station building conditions' positive ratings and improvement ratings for each station, line and the whole system are shown in Figure 2. Station building ratings were slightly higher for the station building conditions than for the parking conditions. Station building ratings also varied more from station to station. Stations that do not have buildings were left blank in Figure 2. System-wide, 65% of respondents were pleased with the condition of the station buildings and 67% had noticed improvement in the previous 2 years.

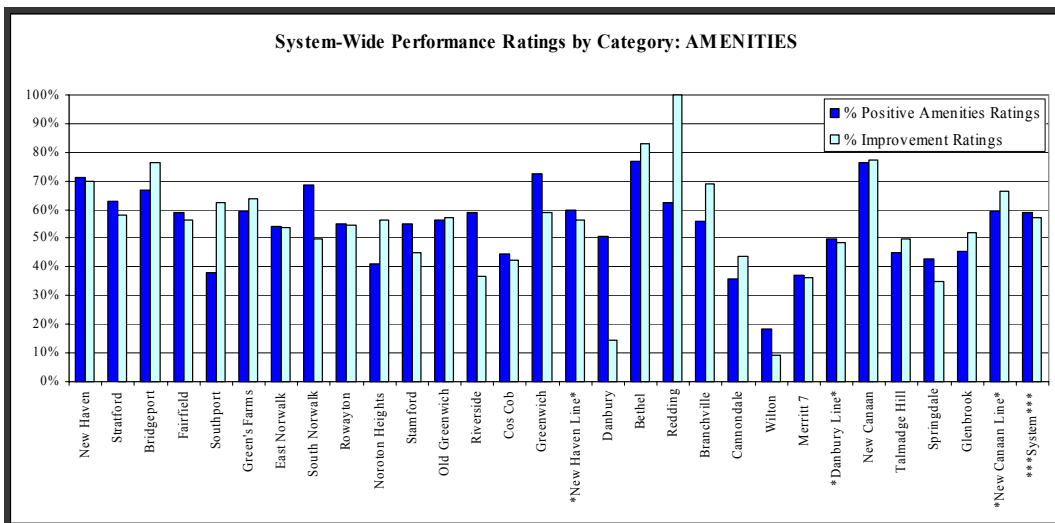
Figure 2: Customer Survey System-Wide Performance Ratings by Category: STATION BUILDING



Amenities

Amenities ratings were the lowest of the four categories. Figure 3 shows the percentages of positive and improvement ratings for all of the amenities by station, line and for the whole system. As with the station building ratings, not all of the stations surveyed had the amenities rated. Thus, stations that did not have the amenities either had zero ratings or had ratings for the lack of that amenity. System-wide, 59% of respondents were content with the state of the amenities and 57% had noticed an improvement in amenities during the past 2 years.

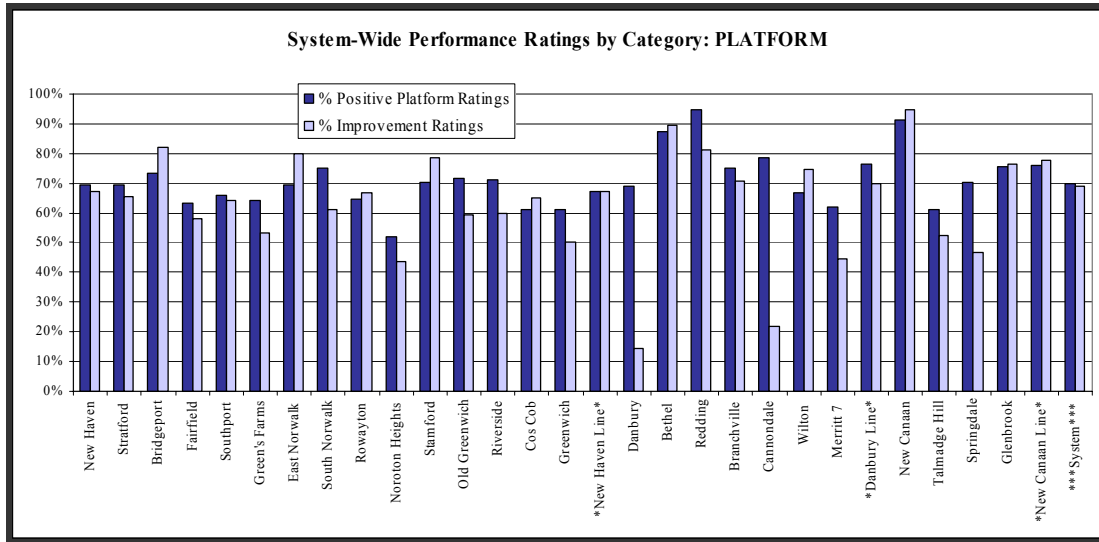
Figure 3: Customer Survey System-Wide Performance Ratings by Category: AMENITIES



Platform

Figure 4 displays the positive ratings and improvement ratings for the highest rated category, the platform. System-wide, 70% of survey respondents were satisfied with the state of the platforms and 69% thought that the condition of the platforms had improved in the previous 2 years.

Figure 4: Customer Survey System-Wide Performance by Category: PLATFORM



Ownership, Operations, and Management

Survey respondents were asked to tell which agency they thought was responsible for six different amenities: parking, station building, platform, lighting, security, and map and schedule availability. Table 1 shows who survey respondents thought were responsible for each amenity.

Table 1: Customer Opinion on Station Amenity Responsibility

| | <i>Parking</i> | <i>Station Building</i> | <i>Platform</i> | <i>Lighting</i> | <i>Security</i> | <i>Maps and Schedules</i> |
|---------------------------|----------------|-------------------------|-----------------|-----------------|-----------------|---------------------------|
| <i>Local Municipality</i> | 67% | 21% | 6% | 20% | 38% | 1% |
| <i>Connecticut DOT</i> | 15% | 26% | 22% | 23% | 14% | 6% |
| <i>Metro-North</i> | 8% | 40% | 61% | 43% | 35% | 85% |
| <i>Did Not Know</i> | 10% | 13% | 11% | 14% | 13% | 8% |

The agency that had the most respondents think that they had responsibility is bolded for each condition. It is interesting to note that Connecticut DOT did not have a majority of respondents say that it was responsible for any of the conditions. Two numbers were bolded for the security condition because respondents were split evenly between thinking that the local municipality and Metro-North had responsibility for security.

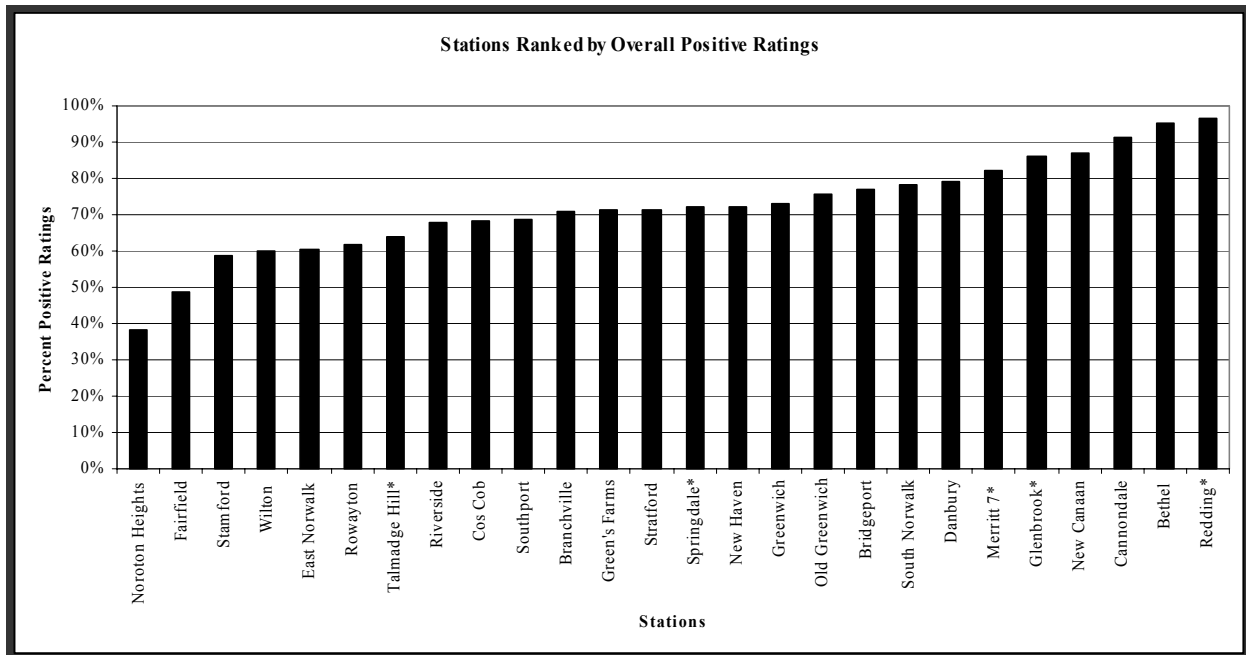
Written-In Customer Comments

Overall, the biggest problem identified by written-in customer comments was parking availability. One hundred and eighty-five people, 16% of respondents, thought that there was a need for more parking areas. Six percent of respondents wrote in that lighting needed improvement and wrote in overall good comments. Other written-in customer comments had response rates of 4% or less system-wide.

Station Ranking and Summary

To get an idea of how a station’s ratings compared to ratings given at all other stations, the overall condition elements were averaged for each station. To get an overall condition rating for each station the parking availability, overall condition of the station building, and the overall condition of the platform ratings were averaged. Figure 5 shows the ranking of stations from the smallest percentage of positive ratings to the highest percentage of positive ratings. Stations without buildings are shown with asterisks and only include the average of the parking availability and overall condition of the platform ratings.

Figure 5: Customer Survey Ranking of Stations by Positive Ratings for Overall Condition



As can be expected, certain aspects of the system were rated very positively and others were rated very poorly by customer respondents. Only by looking at conditions individually and in groups, and at the conditions at stations and on lines can the positive areas, areas that need improvement and trends emerge. This detailed information is available in the task report.

Task 2: Parking Inventory

This section summarizes the findings contained in the *Parking Inventory and Utilization* report, which can be found at www.ctrailgovernance.com.

In order to update previous parking inventories and to understand parking utilization and availability, a survey of parking cost, location, capacity, and utilization was completed. Parking areas were also mapped on aerial photographs of the region. A secondary goal of the task was to identify possible need for additional space to meet future demands. When integrated with data collected from other study tasks, opportunities to manage and improve available parking supply more effectively will be explored.

An on-site inventory/usage study was conducted at each rail station during the midweek (Tuesday, Wednesday, and Thursday) during the fall of 2001 and the spring of 2002. Information was collected only during weeks not containing a holiday. Parking counts were taken after 10:00 am and before 4:00 pm, which was presumed to be the period of peak parking utilization. Parking spaces were counted and the occupancy recorded on three different days. The vehicle count reported throughout this section reflects the average calculated for the three days. Although Milford and Darien stations were undergoing construction during this task, inventory and usage counts were taken to have complete representation of the rail line. Parking fees and structure were collected by contacting station parking authorities by telephone and requesting the information with the most recent calls being made in September, 2002. Internet searching was also used to collect cost information for each station. Parking waiting list information was also requested, and provided by those towns that kept these records.

System-wide Parking Capacity and Utilization

The New Haven Line and its three branches are served by 17,431 rail station parking spaces. The State of Connecticut owns 57.6% of these parking spaces. At the time of the inventory 14,062 spaces (80.7%) were in use. The majority of the parking (14,171 spaces) is located along the New Haven Line (mainline). Where many rail stations have more than one parking area for rail commuters, it was noted that heaviest use centered in proximity of the station. Parking at even a small distance from stations was not as well utilized. This observation indicates that rail commuters prefer parking to be readily accessible to the rail station. A summary of parking capacity and utilization at each station is provided in Tables 2 and 3.

Table 2: New Haven Line Parking Capacity and Utilization

| Station Name | Permit | | | Daily | | | Handicapped | | | Other | | | TOTAL | | | |
|------------------------|-----------------|--------------------|------------------|-------------|-------------|--------------|-------------|-----------|--------------|-----------|-----------|--------------|---------------|----------------|-------------------|------------------|
| | Permit Capacity | Permit Utilization | Utilization Rate | Cap. | Util. | Util. Rate | Cap. | Util. | Util. Rate | Cap. | Util. | Util. Rate | # State-Owned | Total Capacity | Total Utilization | Utilization Rate |
| NEW HAVEN LINE | | | | | | | | | | | | | | | | |
| New Haven* | 554 | 248 | 44.8% | 1060 | 1064 | 100.4% | 19 | 19 | 100.0% | 20 | 20 | 100.0% | 1153 | 1653 | 1351 | 81.7% |
| Milford | 593 | 438 | 73.9% | 75 | 71 | 94.7% | 8 | 0 | 0.0% | 0 | 0 | N/A | 444 | 676 | 509 | 75.3% |
| Stratford | 222 | 133 | 59.9% | 62 | 44 | 71.0% | 10 | 8 | 80.0% | 0 | 0 | N/A | 294 | 294 | 185 | 62.9% |
| Bridgeport | 950 | 250 | 26.3% | 503 | 503 | 100.0% | 0 | 0 | 0.0% | 0 | 0 | N/A | 950 | 1453 | 753 | 51.8% |
| Fairfield | 861 | 863 | 100.2% | 327 | 210 | 64.2% | 28 | 27 | 96.4% | 0 | 0 | N/A | 376 | 1216 | 1100 | 90.5% |
| Southport | 146 | 91 | 62.3% | 28 | 14 | 50.0% | 3 | 0 | 0.0% | 2 | 0 | 0.0% | 99 | 179 | 105 | 58.7% |
| Green's Farms | 409 | 329 | 80.4% | 55 | 55 | 100.0% | 2 | 2 | 100.0% | 0 | 0 | N/A | 466 | 466 | 386 | 82.8% |
| Westport | 1158 | 1042 | 90.0% | 284 | 204 | 71.8% | 12 | 12 | 100.0% | 0 | 0 | N/A | 1126 | 1454 | 1258 | 86.5% |
| East Norwalk | 229 | 195 | 85.2% | 0 | 0 | N/A | 2 | 0 | 0.0% | 0 | 0 | N/A | 147 | 231 | 195 | 84.4% |
| South Norwalk | 694 | 694 | 100.0% | 108 | 15 | 13.9% | 14 | 14 | 100.0% | 0 | 0 | N/A | 0 | 816 | 723 | 88.6% |
| Rowayton | 302 | 283 | 93.7% | 25 | 25 | 100.0% | 3 | 2 | 66.7% | 0 | 0 | N/A | 330 | 330 | 310 | 93.9% |
| Darien | 543 | 466 | 85.8% | 312 | 279 | 89.4% | 5 | 5 | 100.0% | 0 | 0 | N/A | 195 | 860 | 750 | 87.2% |
| Noroton Heights | 431 | 414 | 96.1% | 328 | 276 | 84.1% | 3 | 1 | 33.3% | 10 | 2 | 20.0% | 772 | 772 | 693 | 89.8% |
| Stamford* | 706 | 706 | 100.0% | 320 | 320 | 100.0% | 2 | 0 | 0.0% | 0 | 0 | N/A | 1028 | 1028 | 1026 | 99.8% |
| Old Greenwich | 506 | 470 | 92.9% | 68 | 60 | 88.2% | 4 | 2 | 50.0% | 0 | 0 | N/A | 397 | 578 | 532 | 92.0% |
| Riverside | 288 | 252 | 87.5% | 32 | 24 | 75.0% | 4 | 1 | 25.0% | 0 | 0 | N/A | 307 | 324 | 277 | 85.5% |
| Cos Cob | 510 | 417 | 81.8% | 54 | 28 | 51.9% | 3 | 1 | 33.3% | 0 | 0 | N/A | 361 | 567 | 446 | 78.7% |
| Greenwich | 792 | 651 | 82.2% | 474 | 468 | 98.7% | 8 | 1 | 12.5% | 0 | 0 | N/A | 0 | 1274 | 1120 | 87.9% |
| N.H. Line Total | 9894 | 7942 | 80.3% | 4115 | 3660 | 88.9% | 130 | 95 | 73.1% | 32 | 22 | 68.8% | 8445 | 14171 | 11719 | 82.7% |

*Utilization rate only refers to spaces in use during the time of the survey. Additional spaces available in the near future that were not in use during the time of the survey are not included in the capacities or in the utilization rates.

NOTE: Capacity at Milford and Darien stations was constrained due to ADA construction. Total counts exclude some private and municipal parking facilities.

Table 3: New Haven Line Branch Parking Capacity and Utilization

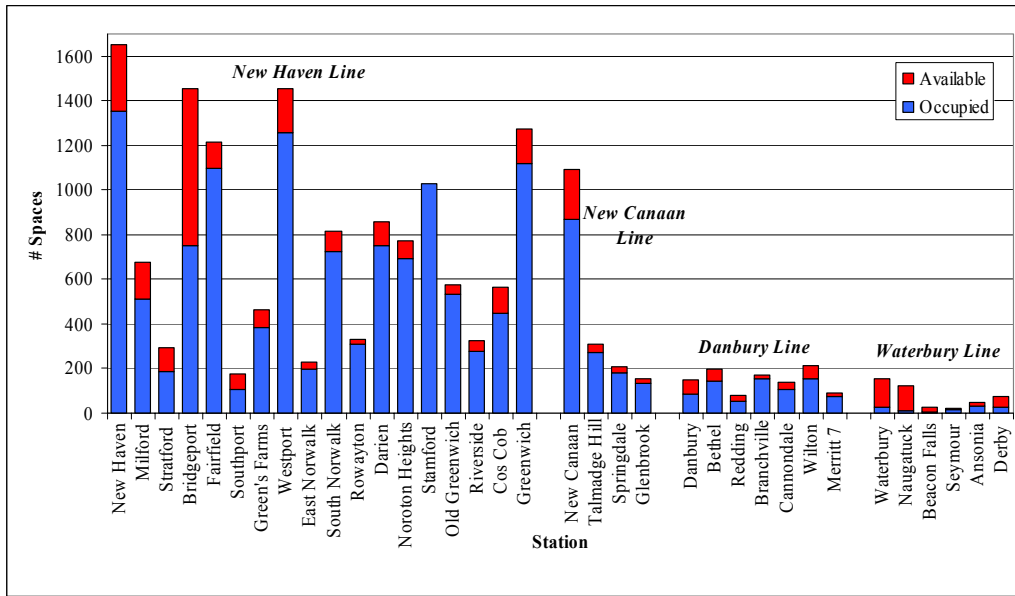
| Station Name | Permit | | | Daily | | | Handicapped | | | Other | | | TOTAL | | | |
|-----------------------------|-----------------|--------------------|------------------|-------------|-------------|--------------|-------------|------------|--------------|-----------|-----------|--------------|---------------|----------------|-------------------|------------------|
| | Permit Capacity | Permit Utilization | Utilization Rate | Cap. | Util. | Util. Rate | Cap. | Util. | Util. Rate | Cap. | Util. | Util. Rate | # State-Owned | Total Capacity | Total Utilization | Utilization Rate |
| NEW CANAAN LINE | | | | | | | | | | | | | | | | |
| New Canaan | 798 | 619 | 77.6% | 291 | 242 | 83.2% | 6 | 6 | 100.0% | 0 | 0 | N/A | 164 | 1095 | 867 | 79.2% |
| Talmadge Hill | 218 | 194 | 89.0% | 91 | 80 | 87.9% | 2 | 0 | 0.0% | 0 | 0 | N/A | 18 | 311 | 274 | 88.1% |
| Springdale | 146 | 129 | 88.4% | 56 | 54 | 96.4% | 6 | 0 | 0.0% | 0 | 0 | N/A | 91 | 208 | 183 | 88.0% |
| Glenbrook | 63 | 41 | 65.1% | 90 | 90 | 100.0% | 3 | 1 | 33.3% | 0 | 0 | N/A | 23 | 156 | 132 | 84.6% |
| N.C. Line Total | 1225 | 983 | 80.2% | 528 | 466 | 88.3% | 17 | 7 | 41.2% | 0 | 0 | N/A | 296 | 1770 | 1456 | 82.3% |
| DANBURY LINE | | | | | | | | | | | | | | | | |
| Danbury | 126 | 72 | 57.1% | 12 | 10 | 83.3% | 5 | 1 | 20.0% | 4 | 2 | 50.0% | 147 | 147 | 85 | 57.8% |
| Bethel | 165 | 127 | 77.0% | 26 | 16 | 61.5% | 6 | 1 | 16.7% | 0 | 0 | N/A | 197 | 197 | 144 | 73.1% |
| Redding | 65 | 42 | 64.6% | 13 | 10 | 76.9% | 4 | 0 | 0.0% | 0 | 0 | N/A | 82 | 82 | 52 | 63.4% |
| Branchville | 0 | 0 | N/A | 166 | 152 | 91.6% | 2 | 0 | 0.0% | 0 | 0 | N/A | 168 | 168 | 152 | 90.5% |
| Cannondale | 138 | 106 | 76.8% | 0 | 0 | N/A | 2 | 0 | 0.0% | 0 | 0 | N/A | 140 | 140 | 106 | 75.7% |
| Wilton | 204 | 151 | 74.0% | 0 | 0 | N/A | 8 | 3 | 37.5% | 0 | 0 | N/A | 105 | 212 | 154 | 72.6% |
| Merritt 7 | 0 | 0 | N/A | 86 | 71 | 82.6% | 2 | 1 | 50.0% | 0 | 0 | N/A | 88 | 88 | 72 | 81.8% |
| Danbury Line Total | 698 | 498 | 71.3% | 303 | 259 | 85.5% | 29 | 6 | 20.7% | 4 | 2 | 50.0% | 927 | 1034 | 765 | 74.0% |
| WATERBURY LINE | | | | | | | | | | | | | | | | |
| Waterbury | 0 | 0 | N/A | 150 | 24 | 16.0% | 6 | 0 | 0.0% | 0 | 0 | N/A | 156 | 156 | 24 | 15.4% |
| Naugatuck | 0 | 0 | N/A | 125 | 13 | 10.4% | 0 | 0 | 0.0% | 0 | 0 | N/A | 0 | 125 | 13 | 10.4% |
| Beacon Falls | 0 | 0 | N/A | 25 | 6 | 24.0% | 3 | 0 | 0.0% | 0 | 0 | N/A | 28 | 28 | 6 | 21.4% |
| Seymour | 0 | 0 | N/A | 21 | 16 | 76.2% | 1 | 0 | 0.0% | 0 | 0 | N/A | 80 | 22 | 16 | 72.7% |
| Ansonia | 0 | 0 | N/A | 48 | 33 | 68.8% | 2 | 1 | 50.0% | 0 | 0 | N/A | 40 | 50 | 34 | 68.0% |
| Derby | 0 | 0 | N/A | 70 | 29 | 41.4% | 5 | 0 | 0.0% | 0 | 0 | N/A | 75 | 75 | 29 | 38.7% |
| Waterbury Line Total | 0 | 0 | N/A | 439 | 121 | 27.6% | 17 | 1 | 5.9% | 0 | 0 | N/A | 379 | 456 | 122 | 26.8% |
| TOTAL | 11817 | 9423 | 79.7% | 5385 | 4506 | 83.7% | 193 | 109 | 56.5% | 36 | 24 | 66.7% | 10047 | 17431 | 14062 | 80.7% |

Figure 6 charts the capacity and utilization of each station in the survey. The discrepancy between stations in the availability and utilization of parking spaces is great. In some cases one station is totally occupied with people on the waiting list, while the stations in the towns on either side of that station have available spaces. Other major stations have plenty of parking available but still have people on their waiting lists because the demand is for parking in closer proximity to the station/platform.

When looking at each individual line, the State owns the following percentages of rail parking spaces:

- New Haven Line: 59.6%
- New Canaan Branch: 16.7%
- Danbury Branch: 89.7%
- Waterbury Branch: 83.1%

Figure 6: Available and Occupied Parking Spaces by Station



Parking Area Aerial Photographs

The parking facilities were further investigated through the use of aerial photography. The extent of the parking areas were drawn onto the photographs and major streets and the location of the station building were identified. Parking areas were designated by color by ownership. Figure 7 shows a sample aerial photograph with parking areas at the Darien Station drawn. Photographs were obtained from Aero-Metric, Inc. from their 2000 Connecticut Statewide Aerial Survey.

Figure 7: Sample Aerial Photograph of Darien Station and Parking Facilities



Many spaces (especially along the branch lines) are used for multiple purposes and the exact number of spaces used only for rail commuter parking cannot be determined. In the task report each station is looked at individually and modified counting methods due to mixed-use lots are noted.

System-wide Parking Fees

Parking fees vary from town to town and several rate structures (semi-annual, annual, monthly, daily, and hourly) are used. Several towns have annual rates, which range from a high of \$650/year to a low of \$125/year. The average annual rate is \$250. Nine towns offer monthly rates ranging from a high of \$84/ to a low \$25/month. The average monthly rate is \$54.00 across all stations.

Daily rates, where they are used, range from a high of \$15.00 to a low of \$2.00. However, most daily rates are comparable at \$5.00. Rail Station parking is free on the Waterbury Line and at several Danbury Line stations. Specific rate structures and associated costs are shown in Table 4.

Many stations have a waiting list for permit parking. An individual may wait for parking from 2 months to 6 years depending on the station where an application is made. Estimated waiting list time periods are also shown in Table 4.

The parking inventory and utilization survey highlighted the diversity in cost structure and parking supply and demand between mainline and branchline stations as well as between individual stations.

Table 4: Rail Station Parking Costs (September 2002)

| Station Name | Semi-Annual | Annual | Monthly | Daily | Hourly | # Permits Issued | Number on Waiting List | Estimated Time on Wait List |
|----------------------------------|-------------|-----------|--|------------------------|--------|------------------|------------------------|-----------------------------|
| <i>New Haven Line</i> | | | | | | | | |
| New Haven Garage | | | \$65.00 | \$8.00 | \$1.00 | 500/month | 559 | 2 years |
| New Haven Coliseum* | | | \$37.10/\$58.30** | \$5.00 | | N/A | N/A | N/A |
| New Haven Temple St. Garage | | | \$65.00 | \$5.00 | | N/A | N/A | N/A |
| Milford | \$150.00 | \$250.00 | | \$5.00 | | 380-400 | 520 | 3 years |
| Stratford | \$135.00 | | | \$5.00 | | 356 | 617 | 3 years |
| Bridgeport Surface Lot | No Charge | | | | | 633 | N/A | N/A |
| Bridgeport Harbor Yard Garage | | | \$30.00 | \$6.00 | | | N/A | N/A |
| Fairfield | \$170.00 | | | \$6.00 | | 2006 | 1,658 | 2.5 years |
| Southport | \$115.00 | | | \$6.00 | | | 1,175 | 2.5 years |
| Green's Farms | | \$175.00 | | \$4.00 | | 3300 | 1700 | 3-5 years |
| Westport | | \$175.00 | | \$4.00 | | | | |
| East Norwalk | | \$240.00 | \$25.00 | | | 338 | N/A | N/A |
| South Norwalk | | \$650.00 | \$63.50 | \$6.50*** \$4.75*** | | 980 | 85 | 2-6 months |
| Rowayton | | \$275.00 | | \$4.00 | | 375 | 31 | 1 year |
| Darien | | \$235.00 | | \$2.25 | | 320 | 972 | 5 years |
| Noroton Heights | | \$235.00 | | \$2.25 | | 770 | 1266 | 4 years |
| Stamford (street lot and garage) | | | \$65.00 | \$6/\$8^ | \$1.00 | 700 | 1700 | 3-4 years |
| Old Greenwich | | \$200.00 | | \$5.00 | | 1015 | 69 | 1-2 months |
| Riverside | | \$200.00 | | \$5.00 | | 525 | 60 | 1 year |
| Cos Cob | | \$200.00 | | \$5.00 | | 990 | 24 | 1-2 months |
| Greenwich Plaza | | \$350.00 | | \$5.00 | | 695 | 457 | 6 years |
| Greenwich (outside station) | | \$200.00 | | \$5.00 | | 955 | 682 | 3 years |
| <i>New Canaan Branch</i> | | | | | | | | |
| New Canaan | | \$324.00~ | | \$3.00^^ | | 1069 | 610 | 3-6 years |
| Talmadge Hill | | \$324.00~ | | \$3.00^^ | | | 83 | 2-4 months |
| Springdale | | | \$42.00 residents; \$84.00 non-residents | \$3.00^^ | | 200 | 182 | 2 years |
| Glenbrook | | | \$42.00 residents; \$84.00 non-residents | \$3.00^^ | | 75 | 86 | 1 year |
| <i>Danbury Branch</i> | | | | | | | | |
| Danbury | | \$150.00 | | \$5.00 | | N/A | N/A | N/A |
| Bethel | | \$150.00 | | | \$0.25 | N/A | N/A | N/A |
| Redding | | \$125.00 | | \$2.00 | | N/A | N/A | N/A |
| Branchville | No Charge | | | | | N/A | N/A | N/A |
| Cannondale | No Charge | | | | | N/A | N/A | N/A |
| Wilton | No Charge | | | | | N/A | N/A | N/A |
| Merritt 7 | No Charge | | | | | N/A | N/A | N/A |
| <i>Waterbury Branch</i> | | | | | | | | |
| No Charge | | | | | | | | |

* No longer in use as of January 1, 2003

** \$37.10 with monthly rail pass, \$58.30 without pass

*** \$6.50 weekday, \$4.75 weekend

^\$6.00 for up to 16 hours, \$8.00 for up to 24 hours

^^ up to 12 hours

~ New Canaan residents only

Task 3: Condition Surveys

This section provides the summary tables from the Engineering Conditions Survey report and Engineering Cost Summary, both of which are available at www.ctrailgovernance.com.

Engineering inspections were completed at the stations along the main and branch lines between November 2001 and September 2002. However, condition surveys were not required at the following stations: New Haven, Stamford, Bridgeport, Greenwich and South Norwalk. The CDOT excluded these stations from the scope either because they are not owned by the state or because recent condition information existed. The purpose of the task was to “assess the physical condition, including compliance with codes, of the station buildings, platforms, and parking facilities.” The engineering inspection task was broken into several categories of visual inspections. It is important to note that measurements were not taken; the inspections were only visual inspections for obvious or potential problems. Inspections included: station building and structures, heating, ventilation and air-conditioning, asbestos and lead, plumbing, electrical, and structural; platform plumbing, electrical, and structural; parking lot striping and pavement, drainage, lighting, signage, fencing and landscaping, pedestrian circulation and amenities, and payment systems. Deficiencies found were categorized as pertaining to station building, platform, or parking facility. Cost estimates were completed for bringing items found to be deficient to a state of good repair.

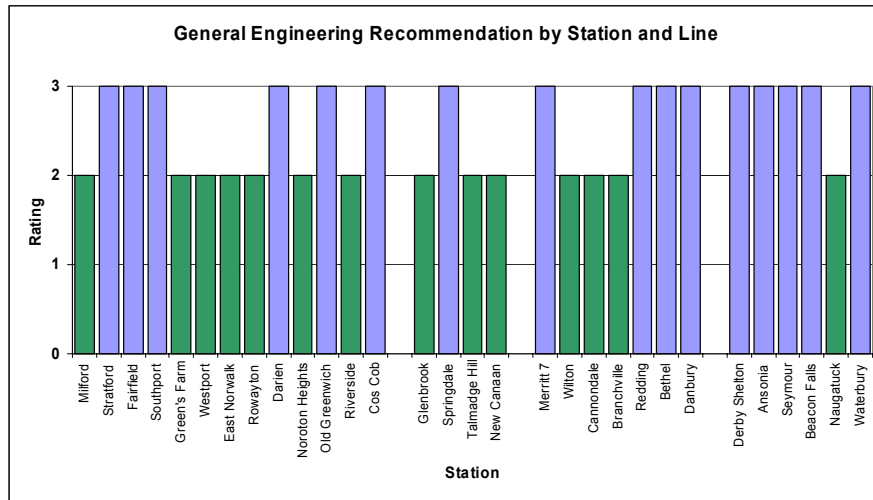
Condition Ratings

Each station was assigned a rating on the following scale:

1. Totally deteriorated or in failed condition.
2. Serious deterioration or not functioning as originally designed.
3. Minor deterioration but functioning as originally designed.
4. New condition. No deterioration.

No stations received ratings of 1 or 4. Figure 8 shows how each station rated in the engineering inspections. The Waterbury Branch had the highest percentage of ‘3’ ratings. The New Haven Line had the highest percentage of ‘2’ ratings.

Figure 8: Inspection Rating by Station



Estimated Costs

As can be seen in Figure 9, the New Haven Line requires the highest cost for bringing its deficiencies into a state of good repair. The Danbury Line requires the smallest investment in order to bring its stations into good repair.

Figure 9: Estimated Cost of Engineering Improvements by Line (2003)

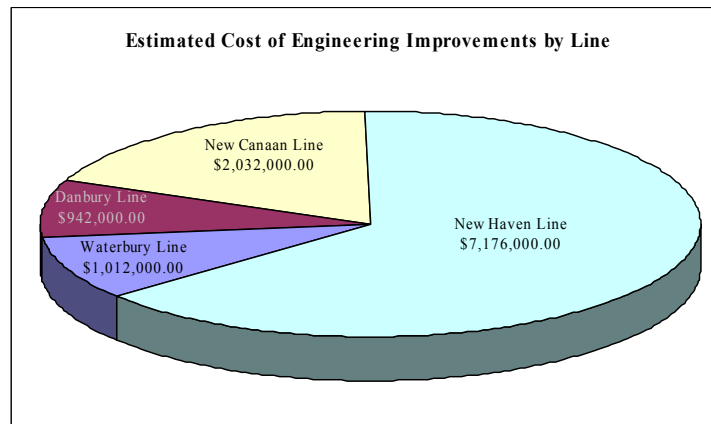


Table 5 itemizes the estimated improvement costs for each New Haven Line station inspected.

Table 5: New Haven Line Breakdown of Estimated Costs by Station

| Station | Estimated Cost (\$) | Breakdown of Estimated Costs | | |
|----------------|-----------------------|------------------------------|-----------------------|---------------------|
| | | Parking Area | Platform | Station |
| Milford | \$559,000 | \$531,945.00 | \$27,055.00 | \$ - |
| Green's Farm | \$700,000 | \$490,000.00 | \$176,835.00 | \$33,165.00 |
| Westport | \$1,550,000 | \$1,339,115.00 | \$ 210,885.00 | \$ - |
| East Norwalk | \$328,000 | \$208,890.00 | \$119,110.00 | \$ - |
| Rowayton | \$731,000 | \$660,765.00 | \$30,565.00 | \$39,670.00 |
| Norton Heights | \$538,000 | \$274,560.00 | \$227,910.00 | \$35,530.00 |
| Riverside | \$857,000 | \$717,410.00 | \$129,210.00 | \$10,380.00 |
| Stratford | \$356,000 | \$109,485.00 | \$212,140.00 | \$34,375.00 |
| Fairfield | \$391,000 | \$117,515.00 | \$134,620.00 | \$138,865.00 |
| Southport | \$107,000 | \$57,670.00 | \$24,755.00 | \$24,575.00 |
| Darien | \$610,000 | \$610,000.00 | \$ - | \$ - |
| Old Greenwich | \$255,000 | \$138,190.00 | \$19,750.00 | \$97,060.00 |
| Cos Cob | \$194,000 | \$163,180.00 | \$30,820.00 | \$ - |
| | | | | |
| TOTAL | \$7,176,000.00 | \$5,418,725.00 | \$1,343,655.00 | \$413,620.00 |

Table 6 describes the costs associated with improving the condition of the branch line stations. Many branch line stations did not have recommended improvements to the actual station buildings.

Table 6: Branch Line Breakdown of Estimated Costs by Station

Waterbury Branch Line

| Station | Estimated Cost (\$) | Breakdown of Estimated Costs | | |
|-----------------|-----------------------|------------------------------|--------------|------------|
| | | Parking Area | Platform | Station |
| Naugatuck | \$425,000.00 | \$408,475.00 | \$16,525.00 | \$ - |
| Waterbury | \$0.00 | \$ - | \$ - | \$ - |
| Beacon Falls | \$146,000.00 | \$142,190.00 | \$3,810.00 | \$ - |
| Seymour | \$50,000.00 | \$23,660.00 | \$23,750.00 | \$2,590.00 |
| Ansonia | \$245,000.00 | \$230,680.00 | \$14,320.00 | \$ - |
| Derby / Shelton | \$146,000.00 | \$ - | \$146,000.00 | \$ - |
| | | | | |
| TOTAL | \$1,012,000.00 | \$805,005.00 | \$204,405.00 | \$2,590.00 |

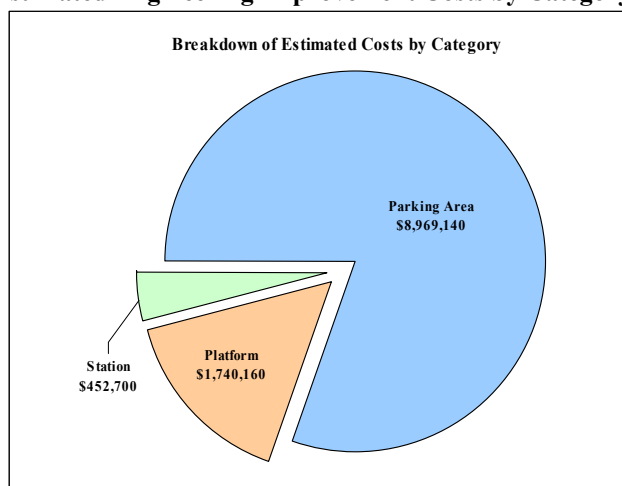
Danbury Branch Line

| Station | Estimated Cost (\$) | Breakdown of Estimated Costs | | |
|--------------|---------------------|------------------------------|--------------|-------------|
| | | Parking Area | Platform | Station |
| Branchville | \$420,000.00 | \$382,120.00 | \$27,990.00 | \$9,890.00 |
| Cannondale | \$180,000.00 | \$174,060.00 | \$5,940.00 | \$ - |
| Wilton | \$277,000.00 | \$243,190.00 | \$11,980.00 | \$21,830.00 |
| Danbury | \$0.00 | \$ - | \$ - | \$ - |
| Bethel | \$7,000.00 | \$1,230.00 | \$4,750.00 | \$1,020.00 |
| Redding | \$0.00 | \$ - | \$ - | \$ - |
| Merritt 7 | \$58,000.00 | \$4,000.00 | \$54,000.00 | \$ - |
| | | | | |
| TOTAL | \$942,000.00 | \$804,600.00 | \$104,660.00 | \$32,740.00 |

New Canaan Branch Line

| Station | Estimated Cost (\$) | Breakdown of Estimated Costs | | |
|---------------|-----------------------|------------------------------|--------------|------------|
| | | Parking Area | Platform | Station |
| New Canaan | \$750,000.00 | \$742,880.00 | \$3,370.00 | \$3,750.00 |
| Talmadge Hill | \$521,000.00 | \$503,380.00 | \$17,620.00 | \$ - |
| Glenbrook | \$680,000.00 | \$663,845.00 | \$16,155.00 | \$ - |
| Springdale | \$81,000.00 | \$30,705.00 | \$50,295.00 | \$ - |
| | | | | |
| TOTAL | \$2,032,000.00 | \$1,940,810.00 | \$ 87,440.00 | \$3,750.00 |

When all of the costs for each station are added together, the total distribution of improvement funds is presented in Figure 10. As can be seen in the chart, the parking improvements make up the largest slice of the improvement cost pie.

Figure 10: Estimated Engineering Improvement Costs by Category for all Lines

The engineering inspections of each station provide a solid inventory of the existing condition along the lines. None of the stations inspected were in perfect condition, nor were any of the stations in severely poor condition. The estimated cost to bring each station into a good state of repair for the entire system is \$11,162,000.

Task 4: Operational Review

The operational review serves as the operating counterpart to the inventory of the existing physical, parking, and customer opinion conditions on the New Haven Line and its branches. Legal and contractual, financial, and operations responsibilities were each evaluated separately to gain insight into how the system is operated. This task was essentially a management performance review of each of the participating towns, and the general findings are presented in the next three sections.

Legal and Contractual Review

The material in this section is contained in the *CDOT Railroad Lease Synopses*, which can be read in full at www.ctrailgovernance.com.

This task required the review of the “legal and contractual obligations between and among all parties involved in the ownership and operation of the stations and parking.” The review of leases for each station resulted in the largest amount of diversity from station to station of all of the analyzed sectors. System-wide, there were 27 leases, 1 license agreement, 5 CDOT owned and operated, and 2 locally owned and operated stations.

Tables 7a-7f: Lease Matrix (on the following pages) describe the pertinent information on each lease in the system in matrix format for comparison purposes. Note that these are not the complete tables, which can be found in the report synopses on the website.

Connecticut DOT Rail Governance Study
Lease Matrix

| Station Name | Station Owner | Lessee | Effective Date of Lease | Term | Expiration Date of Lease |
|--|---|--|-------------------------|--|--|
| New Haven | State of Connecticut (the "State") | City of New Haven and the New Haven Parking Authority | 7/1/1982 | 35 years | 6/30/2017 |
| Milford | State of Connecticut Department of Transportation (the "State") | Milford Transit District | 6/1/1988 | 10 years | 5/31/2008 |
| Stratford | State of Connecticut (the "State") | Town of Stratford | 4/1/1988 | 50 years | 3/31/2038 |
| Bridgeport * | City of Bridgeport (the "City") | State of Connecticut Department of Transportation (the "State")/Unicco Service Company (Management) ("Unicco") | 8/15/1994 | 8 years, 10.5 months | 6/30/2003 |
| Fairfield, Southport | State of Connecticut Department of Transportation (the "State") | Fairfield Parking Authority (the "Town") | 6/1/1988 | 10 years | 5/31/2008 |
| Green's Farm's, Westport | State of Connecticut Department of Transportation (the "State") | Town of Westport | 7/1/1991 | 10 years | 6/30/2011 |
| East Norwalk | State of Connecticut Department of Transportation (the "State") | City of Norwalk and Norwalk Factory Outlet Limited Partnership (the "Norwalk Factory Outlet"). | 7/1/1990 | 10 years | 6/30/10 (including first renewal term) |
| Rowayton | State of Connecticut Department of Transportation (the "State") | Sixth Taxing District of the City of Norwalk | 3/15/1998 | 10 years | 3/14/2008 |
| Darien, Noroton Heights | State of Connecticut Department of Transportation (the "State") | Town of Darien | 7/1/1998 | 10 years | 6/30/2008 |
| Old Greenwich, Cos Cob, Riverside | State of Connecticut Department of Transportation (the "State") | Town of Greenwich | 4/1/1998 | 10 years | 3/31/2008 |
| Danbury | State of Connecticut Department of Transportation (the "State") | City of Danbury | 10/1/1996 | 10 years | 9/30/2006 |
| Bethel | State of Connecticut Department of Transportation (the "State") | Town of Bethel | 6/1/1995 | 10 years | 5/31/2005 |
| Redding | State of Connecticut Department of Transportation (the "State") | Town of Redding | 10/1/1998 | 10 years | 9/30/2008 |
| Branchville | State of Connecticut Department of Transportation (the "State") | Town of Ridgefield | 10/1/1995 | 20 years | 9/30/2015 |
| Cannondale, Wilton | State of Connecticut Department of Transportation (the "State") | Town of Wilton | 1/1/1998 | 10 years | 12/31/2007 |
| Merritt 7 | State of Connecticut Department of Transportation (the "State") | Merritt Seven Station, Incorporated | 12/15/1983 | 10 years; rent for the initial term was \$500/year | 12/15/2003 |
| New Canaan, Talmadge Hill | State of Connecticut Department of Transportation (the "State") | Town of New Canaan | 7/1/1998 | 10 years | 6/30/2008 |
| Springdale, Glenbrook | State of Connecticut Department of Transportation (the "State") | City of Stamford | 3/1/1993 | 10 years | 2/28/2003 |
| Seymour | State of Connecticut Department of Transportation (the "State") | Town of Seymour | 4/1/1992 | 5 years | 3/31/2007 |
| Derby | State of Connecticut Department of Transportation (the "State") | City of Derby | 11/1/1999 | 10 years | 10/31/2009 |

* Effective June 30, 2003 the Bridgeport Station and Harboryard Garage are no longer leased; they have been deeded to the State

Connecticut DOT Rail Governance Study
Lease Matrix

| Station Name | How Revenue Is Earned |
|--|---|
| New Haven | <p><u>City and Parking Authority:</u> Railroad parking revenue and revenue from other railroad-related leases, except for income received for advertising on the Platform level (above Passageway Ceiling). Advertising and telephone commissions covered by Metro-North.</p> <p style="text-align: center;"><u>The State:</u> Payments to the State under the Lease include: (i) Capital Reserve Account payments of \$50,000 annually; (ii) Operating Reserve Account payments of \$50,000 in first year and annual replenishment thereafter; and (iii) the Annual State Payment, which is a level annual debt service payment on the cost of the Municipal Improvements paid for with the State's General Obligation Bonds. The Municipal Improvements are the Rental Space Component and the Garage Component of the construction.</p> |
| Milford | Railroad parking revenue and revenue from railroad-related leases |
| Stratford | Railroad parking revenue and revenue from Railroad-related leases |
| Bridgeport * | From rental income and commuter parking revenue (but not from Harboryard event parking). |
| Fairfield, Southport | Railroad parking revenue and revenue from railroad-related leases |
| Green's Farm's, Westport | Railroad parking revenue and revenue from railroad-related leases |
| East Norwalk | Rail parking revenue and revenue from rail-related leases |
| Rowayton | Use of the property (commuter rail parking area) |
| Darien, Noroton Heights | Rail parking revenue and revenue from other rail-related leases |
| Old Greenwich, Cos Cob, Riverside | Rail parking revenue and revenue from rail-related leases |
| Danbury | Rail parking revenue and revenue from rail-related leases |
| Bethel | Rail parking revenue and revenue from other rail-related leases |
| Redding | Commuter rail parking |
| Branchville | Rail parking revenue and revenue from rail-related leases |
| Cannondale, Wilton | Rail parking revenue and revenue from rail-related leases |
| Merritt 7 | The State has the right to install advertising poster panels, etc. on the platform and retain all revenue from such advertising. |
| New Canaan, Talmadge Hill | Rail parking revenue and revenue from other rail-related leases |
| Springdale, Glenbrook | Rail parking revenue |
| Seymour | n/a |
| Derby | Rail parking revenue and revenue from other rail-related leases |

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Connecticut DOT Rail Governance Study
Lease Matrix

| Station Name | Requirement for Separate Funds Accounts |
|-----------------------------------|--|
| New Haven | Yes. There is a Capital Reserve Account (funded \$50,000 annually); an Operating Account (funded with \$50,000 in first year and replenished annually); and a State Payment Escrow Account (funded with \$250,000 in first year and replenished annually). |
| Milford | Yes. In lieu of an annual fee paid to the State, Lessee shall establish a separate account to accrue surplus funds for the improvement and maintenance of rail station buildings, rail station parking, and rail station services (the "Reinvestment Fund"). All revenue generated from rail parking, rail-related leases and all other sources derived from the use of the property(ies) described in the Lease (including accrued interest), minus mutually agreed upon operating and/or maintenance expenses, shall be deposited annually into the Reinvestment Fund. The State reserves the right to approve the use of funds in the Reinvestment Fund. |
| Stratford | Yes |
| Bridgeport * | No |
| Fairfield, Southport | Yes. In lieu of an annual fee paid to the State, Lessee shall establish a separate account to accrue surplus funds for the improvement and maintenance of rail station buildings, rail station parking, and rail station services (the "Reinvestment Fund"). All revenue generated from rail parking, rail-related leases and all other sources derived from the use of the property(ies) described in the Lease (including accrued interest), minus mutually agreed upon operating and/or maintenance expenses, shall be deposited annually into the Reinvestment Fund. |
| Green's Farm's, Westport | Yes. Lessee must establish two separate funds, an Operating Fund and a Capital Improvement Fund. All revenue generated from all sources derived from the use of both Town-owned as well as State-leased properties described in the Lease, including all revenue derived from a minimum of 1,665 parking spaces jointly utilized by the parties to the Lease, must be deposited into the Operating Fund. Funds remaining in the Operating Fund, minus all operating and maintenance expenses, as well as annually appropriated capital expenses, shall be distributed to Lessee on a yearly basis at the rate of 50 percent, to be used by Lessee without limitation. The remaining 50 percent of the funds in the Operating Fund shall be deposited in the Capital Improvement Fund. |
| East Norwalk | Yes. Lessee shall establish a separate account to accrue reinvestment funds. All revenue generated from all sources derived from the use of the property(ies) described in the Lease, minus mutually agreed to operating and/or maintenance expenses, shall be deposited in this fund. |
| Rowayton | Yes. Lessee must establish a separate account to accrue surplus funds (the "Reinvestment Fund"). All revenue (including interest) generated from all sources derived from the use of the leased properties, minus mutually agreed upon operating expenses, shall be deposited annually in the Reinvestment Fund. |
| Darien, Noroton Heights | No |
| Old Greenwich, Cos Cob, Riverside | Yes. Lessee shall establish a separate account to accrue surplus funds (the "Reinvestment Fund"). All revenue generated from rail parking, rail-related leases and all other sources derived from the use of the properties described in the Lease (including accrued interest), minus mutually agreed upon operating and/or maintenance expenses, shall be deposited annually into the Reinvestment Fund. |
| Danbury | Yes. Lessee pays no annual fee to the State, but is required under the Lease to establish a separate account (the "Reinvestment Fund") to accrue surplus funds for the improvement and maintenance of rail station buildings, rail station parking and rail station services. All revenue generated from rail parking, rail-related leases and all other sources derived from the use of the leased properties (including accrued interest), minus mutually agreed upon operating and maintenance expenses, must be deposited annually into the Reinvestment Fund. The State reserves the right to approve the use of funds in the Reinvestment Fund. |
| Bethel | Yes. In lieu of an annual fee paid to the State, Lessee shall establish a separate account to accrue surplus funds for the improvement and maintenance of rail station buildings, rail station parking, and rail station services (the "Reinvestment Fund"). All revenue generated from rail parking, rail-related leases and all other sources derived from the use of the property(ies) described in the Lease (including accrued interest), minus mutually agreed upon operating and/or maintenance expenses, shall be deposited annually into the Reinvestment Fund. The State reserves the right to approve or disapprove the use of funds in the Reinvestment Fund to ensure improvement and maintenance of rail station buildings, rail station parking, and rail station services. |
| Redding | Yes. In lieu of an annual fee paid to the State, Lessee shall establish a separate account to accrue surplus funds for the improvement and maintenance of rail station buildings, rail station parking, and rail station services (the "Reinvestment Fund"). All revenue generated from rail parking, rail-related leases and all other sources derived from the use of the property(ies) described in the Lease, minus mutually agreed upon operating and/or maintenance expenses, shall be deposited into the Reinvestment Fund. The State reserves the right to approve the use of funds in the Reinvestment Fund. |
| Branchville | Yes. Lessee shall establish a separate fund to accrue reinvestment funds (the "Reinvestment Fund"). All revenue generated from all sources derived from the use of the property described in the Lease, minus mutually agreed to operating and/or maintenance expenses, shall be deposited in the Reinvestment Fund. The State reserves the right to approve or disapprove the use of funds in the Reinvestment Fund to ensure improvement and maintenance of rail station buildings, parking and services. |
| Cannondale, Wilton | Yes. Lessee must establish a separate fund (the "Reinvestment Fund") to accrue reinvestment funds. Revenue generated from all sources derived from the use of the properties described in the Lease, minus mutually agreed to operating and/or maintenance expenses, are to be deposited into the Reinvestment Fund. The State reserves the right to approve or disapprove the use of funds in the Reinvestment Fund to ensure improvement and maintenance of rail station buildings, rail station parking and rail station services. |
| Merritt 7 | No |
| New Canaan, Talmadge Hill | Yes. Lessee shall establish a separate account to accrue reinvestment funds. All revenue generated from all sources derived from the use of the property(ies) described in the Lease, minus mutually agreed to operating and/or maintenance expenses, shall be deposited into this fund. The State reserves the right to approve or disapprove the use of these funds to ensure improvement and maintenance of rail station building, parking, and services. |
| Springdale, Glenbrook | No |
| Seymour | No |
| Derby | Yes. Lessee pays no annual fee to the State, but is required under the Lease to establish a separate account (the "Reinvestment Fund") to accrue surplus funds for the improvement and maintenance of rail station buildings, rail station parking and rail station services. All revenue generated from rail parking, rail-related leases and all other sources derived from the use of the leased properties (including accrued interest), minus mutually agreed upon operating and maintenance expenses, must be deposited annually into the Reinvestment Fund. |

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Connecticut DOT Rail Governance Study
Lease Matrix

| Station Name | Surplus Deposited in Capital Fund | Surplus Shared with State |
|--|--|---|
| New Haven | <p style="text-align: center;">Yes. If Net Revenue in any fiscal year exceeds the Annual State Payment, (a) any amounts owed to the State for any previous year(s) shall be paid, to the extent of available Net Revenue; and (b) any Net Revenue remaining is to be distributed as follows: (i) 25% to the State Payment Escrow Account, credited toward any succeeding year in which Net Revenue is insufficient to cover the Annual State Payment; (ii) 25% to the Capital Reserve Account; and (iii) 50% to the State for payment of principal and interest for bonds issued for Transportation Center improvements.</p> | See prior response for treatment of surplus (Net Revenue in excess of Annual State Payment). |
| Milford | Yes | Yes |
| Stratford | Yes. Lessee shall establish a separate fund or account to accrue reinvestment funds. All income from all sources derived from the use of the property(ies) described herein, minus mutually agreed to operating and/or maintenance expenses, shall be deposited in this fund | No |
| Bridgeport * | No | n/a |
| Fairfield, Southport | Yes | Yes |
| Green's Farm's, Westport | Yes. Fifty percent of the surplus in the Operating Fund is deposited annually into the Capital Improvement Fund | Yes. The surplus in the Capital Improvement Fund is shared (not the Operating Fund). |
| East Norwalk | Yes. Lessee establishes a separate fund or account to accrue reinvestment funds. All revenue generated from all sources derived from the use of the properties described in the Lease, minus mutually agreed to operating and/or maintenance expenses, to be deposited in this fund | Yes |
| Rowayton | Yes | Yes |
| Darien, Noroton Heights | No | Yes, but payments to the State are based upon a percentage of gross revenue. |
| Old Greenwich, Cos Cob, Riverside | Yes | Yes |
| Danbury | Yes | Yes |
| Bethel | Yes | Yes. In the event there is any surplus at the end of each 5 year period of the initial term and the 2 renewal periods thereafter, the State shall receive 50 percent of such surplus. |
| Redding | Yes | Yes |
| Branchville | Yes | Yes |
| Cannondale, Wilton | Yes | Yes. "Surplus" excludes all funds appropriated by Lessee from the Reinvestment Funds, with State's approval, for improvement and maintenance of rail station buildings, rail station parking, and mutually agreed upon rail station services. |
| Merritt 7 | n/a | n/a |
| New Canaan, Talmadge Hill | Yes | Yes |
| Springdale, Glenbrook | No | Yes |
| Seymour | n/a | n/a |
| Derby | Yes | Yes |

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Connecticut DOT Rail Governance Study
Lease Matrix

| Station Name | Frequency of Surplus Sharing | Certified Financial Statements Required |
|--|---|--|
| New Haven | n/a | Yes |
| Milford | In the event there is a surplus in the Reinvestment Fund, at the end of each 5 year period of the initial term and the 4 renewal periods thereafter, the State shall be entitled to withdraw 50 percent of said surplus for use on other New Haven Line projects. | Yes. See Appendix I . |
| Stratford | n/a | Yes. The statements shall be prepared and certified by an Independent Certified Public Accountant (CPA) as defined in Chapter 389 of the Connecticut General Statutes and shall contain the CPA's professional opinion as to: (a) the sufficiency and adequacy of all records presented by Lessee to the CPA to properly reflect all aspects of Lessee's operations under the Lease; (b) whether the system of recordkeeping utilized by Lessee pursuant to the Lease is in substantial accord with generally accepted accounting principles and practices; and (c) the CPA's recommendations for measures that would improve the fiscal relationship between the State and Lessee. |
| Bridgeport * | n/a | No |
| Fairfield, Southport | In the event of a surplus in the Fund at the end of each 5 year period of the initial term and the 1 renewal period thereafter, if any, the State shall be entitled to withdraw fifty percent (50%) of the surplus for use on other New Haven Line projects. | Yes. See Appendix I . |
| Green's Farm's, Westport | If the Capital Improvement Fund shows a surplus at the end of each 5 year period, the State may elect to withdraw 50 percent of the surplus. | Yes. See Appendix I . |
| East Norwalk | At the end of each five (5) year period of the initial and renewal terms, State receives fifty (50) percent of surplus. | Yes. See Appendix I . |
| Rowayton | At the end of each 5 year period of the initial term and the 1 renewal period thereafter, State is entitled to withdraw fifty percent (50%) of surplus for use on other New Haven Line projects. | Yes. See Appendix I . |
| Darien, Noroton Heights | Lessee shall pay to the State twenty percent (20%) of gross revenue from rail parking and rail-related leases. The timing of the payments from Lessee to the State is not established in the Lease, but is presumed to be "annually." | Yes. See Appendix I . |
| Old Greenwich, Cos Cob, Riverside | At the end of each five (5) year period of the initial term and the one (1) renewal period thereafter, if any, the State shall be entitled to withdraw fifty percent (50%) of the surplus for use on other New Haven Line projects. | Yes. See Appendix I . |
| Danbury | In the event of a surplus, at the end of each 5 year period of the initial term and the 2 renewal periods thereafter, if any, the State shall receive 50 percent of said surplus. | Yes See Appendix I of Report |
| Bethel | Surplus is shared every 5 years. | Yes. See Appendix I |
| Redding | At the end of each 5 year period of the initial term and the 1 renewal period thereafter, State receives 50 percent of surplus. | Yes. See Appendix I . |
| Branchville | State receives fifty percent (50%) of surplus at the end of each five (5) year period of the initial term and two (2) renewal periods thereafter, if any. | Yes. See Appendix I . |
| Cannondale, Wilton | At the end of each 5 year period of the initial term and the 1 renewal period thereafter, if any, the State shall receive fifty percent (50%) of the surplus. | Yes. See Appendix I . |
| Merritt 7 | n/a | No |
| New Canaan, Talmadge Hill | In the event there is a surplus, at the end of each five (5) year period of the initial term and the one (1) renewal period thereafter, if any, the State shall receive fifty percent (50%) of said surplus. | Yes. See Appendix I. |
| Springdale, Glenbrook | Lessee shall pay to the State twenty percent (20%) of annual gross income. Said payment is due 90 days after the end of each year of the Lease term. | Yes. See Appendix I . |
| Seymour | n/a | No |
| Derby | In the event there is a surplus in the Reinvestment Fund, at the end of each 5 year period of the initial term and at the end of each 5 year period of the 2 renewal periods thereafter, if any, the State shall receive 50% of said surplus. | Yes. See Appendix I. |

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Connecticut DOT Rail Governance Study
Lease Matrix

| Station Name | Annual Budget Required | Description of State's Responsibilities | Description of Lessee's Responsibilities |
|-----------------------------------|--|---|--|
| New Haven | Yes: includes both an Operating Budget and a Capital Improvements Budget. Budget must be agreed upon by all parties. | | The Parking Authority shall carry out construction and construction management of all improvements to the Transportation Center and assume all continuing responsibility for operation and maintenance of the Transportation Center after its completion. |
| Milford | No | | Lessee is responsible for day-to-day maintenance, including, but not limited to, general structural repairs, snow removal, trash removal and security of any and all stations, platforms, railings, stairs, ramps and parking lots. |
| Stratford | No | | |
| Bridgeport * | No | The State assumes the responsibility of maintaining the sidewalks; grass area; entrance area; surface parking area, including the loading dock; and the key card gate control entry access system. The State sublets the security, janitorial and mechanical services to Unico. | |
| Fairfield, Southport | No | | Lessee has sole responsibility for day-to-day maintenance, including, but not limited to general repairs, snow and trash removal and security of any/all stations, platforms, railings, stairs, ramps and parking lots described in the Lease. |
| Green's Farm's, Westport | No | The State is responsible for (i) all major structural renovations and/or repairs, and (ii) maintaining and/or restoring all fencing bordering the tracks, canopies over the platforms, the tunnel, tunnel drainage and stairways at the Saugatuck Railroad Station, the stairway from New Creek Road to the platform area on the east and west side of the Green's Farm Railroad Station, and the canopy under the tracks over the sidewalk on New Creek Road at Green's Farm Railroad Station. | Lessee is responsible for day-to-day maintenance, included, but not limited to, any and all platforms, railings, stairs, shelters, and ramps, i.e., general structural repairs, snow removal, and security. |
| East Norwalk | No | | |
| Rowayton | No | | |
| Darien, Noroton Heights | No | | Lessee is responsible for day-to-day maintenance, including, but not limited to, general structural repairs, snow removal, trash removal and security of all stations, platforms, railings, stairs, ramps and parking lots. |
| Old Greenwich, Cos Cob, Riverside | No | | |
| Danbury | No | | |
| Bethel | No. | The State is responsible for (i) maintaining and/or restoring all fencing bordering the tracks and canopies over the platforms, and (ii) all major structural renovations and/or repairs, and may, upon written notice to Lessee, draw funds remaining in the Reinvestment Fund as surplus at the end of each 5 year period to pay for any of the above-cited work. | Lessee is responsible for the day-to-day maintenance, including, but not limited to, any and all platforms, railings, stairs, shelters, and ramps, i.e. general structural repairs, snow removal, and security |
| Redding | No | | |
| Branchville | No | | Lessee is responsible for (i) maintaining and/or restoring all fencing bordering the tracks and canopies over the platforms and maintaining all major structural renovations and/or repairs and (ii) day-to-day maintenance, including, but not limited to, any and all platforms, railings, stairs, shelters, and ramps (i.e. general structural repairs, snow removal and security). |
| Cannondale, Wilton | No | | |
| Merritt 7 | No | | |
| New Canaan, Talmadge Hill | No | | |
| Springdale, Glenbrook | No | | |
| Seymour | No | | |
| Derby | No | | |

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Connecticut DOT Rail Governance Study
Lease Matrix

| Station Name | Enhance Aesthetic Appearance | Not Erecting Signs on Premises | Surface Grade Land | Install and Maintain Fencing | Install Suitable Drainage | Ice Snow Control of Sidewalks | Install and Maintain Electrical Systems for Lights | Sweeping and Cleaning Litter | Station Structures | Platform Gutters | Fences | Signs | Platform Lights | Drains | Equipment | Electric and Mechanical Systems | Live Rail Facilities | Platforms | Railings |
|-----------------------------------|------------------------------|--|--------------------|------------------------------|---------------------------|-------------------------------|--|------------------------------|---|------------------|---------------|---------------|-----------------|---------------|---------------|---------------------------------|----------------------|-----------|---------------|
| New Haven | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | MNCR | Lessee | Lessee | MNCR | Lessee | Lessee | Lessee | State | MNCR | Lessee |
| Milford | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | State | Lessee | Lessee |
| Stratford | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | MNCR | Lessee | Lessee | MNCR | State | State | State | State | Lessee | State |
| Bridgeport * | State / Unico | State / Unico | State / Unico | State / Unico | State / Unico | State / Unico | State / Unico | State / Unico | State / Unico | MNCR | State / Unico | State / Unico | MNCR | State / Unico | State / Unico | State / Unico | State / Unico | MNCR | State / Unico |
| Fairfield, Southport | Town | Town | Town | Town | Town | Town | Town | Town | The State retains the sole responsibility for maintaining all major structural renovations and/or repairs. | MNCR | Town | Town | MNCR | Town | Town | Town | State | Town | Town |
| Green's Farm's, Westport | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | MNCR | Lessee | Lessee | MNCR | State | State | Lessee | State | Lessee | Lessee |
| East Norwalk | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | MNCR | Lessee | Lessee | MNCR | Lessee | MNCR | MNCR | State | MNCR | Lessee |
| Rowayton | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | MNCR (for platforms); State retains sole responsibility for maintaining all major structural renovations and/or repairs | MNCR | Lessee | Lessee | MNCR | Lessee | Lessee | Lessee | State | MNCR | Lessee |
| Darien, Noroton Heights | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee |
| Old Greenwich, Cos Cob, Riverside | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | State | Lessee | Lessee |
| Danbury | Lessee | Lessee | Lessee | State | Lessee | Lessee | Lessee | Lessee | Major structural renovations: State; General structural repairs: Lessee | Lessee | Lessee | State | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee |
| Bethel | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | State: major structural renovations and/or repairs; Lessee: day-to-day maintenance | Lessee | State | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee |
| Redding | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | n/a | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | State | Lessee | Lessee |
| Branchville | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | State | Lessee | Lessee |
| Cannondale, Wilton | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | State | Lessee | Lessee |
| Merritt 7 | Lessee | Lessee. However, Lessee had the right to erect a sign or plaque (not larger than 4' x 5') identifying Lessee as the builder of the improvements and that the builder is affiliated with Merritt Seven Corporate Park | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee |
| New Canaan, Talmadge Hill | Lessee | Lessee | Lessee | State | Lessee | Lessee | Lessee | Lessee | The State retains responsibility for maintaining all major structural renovations and/or repairs. Lessee shall retain sole responsibility of the day-to-day maintenance, including general structural repair. | Lessee | State | Lessee | Lessee | Lessee | Lessee | Lessee | State | Lessee | Lessee |
| Springdale, Glenbrook | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | n/a | n/a | Lessee | Lessee | n/a | Lessee | Lessee | Lessee | n/a | n/a | Lessee |
| Seymour | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | n/a | n/a | Lessee | Lessee | n/a | Lessee | Lessee | Lessee | State | n/a | Lessee |
| Derby | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | State has the right to inspect the parcel and to repair, maintain, improve, or reconstruct any State facility. Lessee performs day-to-day maintenance. | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee |

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Connecticut DOT Rail Governance Study
Lease Matrix

| Station Name | Stairs | Platform Shelters | Platform Canopy | Tunnels | Parking Lots | Waiting Room | Ticket Office | Baggage Room | Parking Fees |
|-----------------------------------|--|-------------------|-----------------|---------------|---------------|---------------|---------------|---------------|---|
| New Haven | Lessee | MNCR | MNCR | Lessee | Lessee | Lessee | Lessee | Lessee | The Parking Authority, as operator of the Transportation Center, will set hours, rates and other appropriate regulations for users of the Parking Garage. No special parking rates or discounts will be offered or allowed, except: (a) Rail commuters may be entitled to monthly parking rates not more than \$5.00 less than regular monthly rates. The number of commuter passes at any one time shall be not less than 100 and not more than 40% of the parking garage capacity; (b) Bona fide employees of the Connecticut Department of Transportation official business shall receive parking at no cost up to a maximum of 3 spaces at any one time on a space-available basis. |
| Milford | Lessee | Lessee | Lessee | n/a | Lessee | | | | Where there is a charge for parking, there is a minimum annual charge of \$100.00 per vehicle. The State reserves the right to review and approve any and all parking fees which exceed this minimum fee. |
| Stratford | State | MNCR | MNCR | n/a | Lessee | | | | Where there is a charge for parking, the minimum annual fee per vehicle is \$100.00. The State reserves the right to review and approve any and all parking fees which exceed this minimum fee. |
| Bridgeport * | MNCR | MNCR | MNCR | State / Unico | State / Unico | State / Unico | State / Unico | State / Unico | The State shall set the rates to be charged for the commuter parking spaces based on comparable rates at similar State-owned commuter parking facilities in New Haven and Stamford |
| Fairfield, Southport | Town | State | State | n/a | Town | Town | Town | Town | Where there is a charge for parking, there is a minimum annual charge of \$100.00 per vehicle. The State reserves the right to review and approve any and all parking fees which exceed this minimum fee. |
| Green's Farm's, Westport | Lessee | MNCR | MNCR | MNCR | Lessee | | | | Where there is a charge for parking, the minimum annual fee per vehicle is \$75.00. Any fee in excess of \$75.00 is subject to the State's approval. Lessee has the right to establish and publish a Daily, Weekly, Annual and/or other periodic Parking-Fee Schedule(s). |
| East Norwalk | MNCR | MNCR | MNCR | Lessee | Lessee | | | | Where there is a charge for parking, the minimum annual fee is \$100.00. The State reserves the right to review and approve all parking fees which exceed this minimum fee. |
| Rowayton | MNCR (for stairs leading to platforms) | MNCR | MNCR | n/a | Lessee | | | | Where there is a charge for parking, the minimum annual parking fee per vehicle is \$100.00. The State reserves the right to review and approve any and all parking fees which exceed this minimum fee. Lessee has the right to establish and publish a periodic Parking-Fee Schedule. |
| Darien, Noroton Heights | Lessee | Lessee | Lessee | | Lessee | Lessee | Lessee | Lessee | Where there is a charge for parking, the minimum annual parking fee per vehicle is \$100.00. The State reserves the right to review and approve any and all parking fees which exceed this minimum fee. |
| Old Greenwich, Cos Cob, Riverside | Lessee | Lessee | Lessee | Lessee | Lessee | | | | Where there is a charge for parking, the minimum annual parking fee per vehicle is \$100.00. The State reserves the right to review and approve any and all parking fees which exceed this minimum fee. Lessee has the right to establish and publish a Daily, Weekly, Monthly, Annual and/or other periodic Parking-Fee Schedule(s). |
| Danbury | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee has the right to establish and publish a Daily, Weekly, Annual and/or other periodic Parking-Fee Schedule(s). Where there is a charge for parking, the minimum annual parking fee per vehicle is \$100.00. The State reserves the right to review and approve any and all parking fees which exceed the aforementioned minimum fee. |
| Bethel | Lessee | Lessee | State | Lessee | Lessee | Lessee | Lessee | Lessee | Where there is a charge for parking, there is a minimum annual parking fee per vehicle of \$100.00. The State reserves the right to review and approve any and all parking fees which exceed this minimum amount. Lessee shall have the right to establish and publish a Daily, Weekly, Annual and/or other periodic Parking-Fee Schedule(s). |
| Redding | Lessee | | | n/a | Lessee | | | | Where there is a charge for parking, the minimum annual parking fee is \$100.00 per vehicle. The State reserves the right to review and approve any and all parking fees that exceed this minimum fee. Lessee has the right to establish and publish a Daily, Weekly, Monthly, Annual and/or other periodic Parking-Fee Schedule(s). |
| Branchville | Lessee | Lessee | Lessee | n/a | Lessee | | | | Where there is a charge for parking, the minimum annual fee per vehicle is \$100.00. Lessee may establish and publish a periodic Parking-Fee Schedule. |
| Cannondale, Wilton | Lessee | Lessee | Lessee | n/a | Lessee | Lessee | Lessee | | Where there is a charge for parking, the minimum annual fee per vehicle is \$100.00. The State reserves the right to review and approve any and all parking fees which exceed this minimum fee. Lessee has the right to establish and publish a Daily, Weekly, Monthly, Annual and/or other periodic Parking-Fee Schedule(s). |
| Merritt 7 | Lessee | Lessee | Lessee | | Lessee | | | | |
| New Canaan, Talmadge Hill | State | Lessee | State | | Lessee | Lessee | Lessee | Lessee | Where there is a charge for parking, the minimum annual parking fee per vehicle is \$100.00. The State reserves the right to review and approve any and all parking fees which exceed this minimum fee. Lessee has the right to establish and publish a Daily, Weekly, Monthly, Annual and/or other periodic Parking-Fee Schedule(s). |
| Springdale, Glenbrook | Lessee | n/a | n/a | n/a | Lessee | n/a | n/a | n/a | If there is a charge for parking: (a) Lessee has the right to establish and publish a periodic Parking-Fee Schedule; and (b) the minimum annual fee per vehicle shall be \$100.00. The State reserves the right to review and approve any and all parking fees which exceed this minimum fee. |
| Seymour | Lessee | n/a | n/a | n/a | Lessee | n/a | n/a | n/a | Lessee shall have the right to establish and publish a Daily, Weekly, Annual and/or other periodic Parking Fee Schedule(s). |
| Derby | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Lessee | Where there is a charge for parking, the minimum annual parking fee per vehicle is \$100.00. The state reserves the right to review and approve any and all parking fees which exceed this minimum fee. |

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Connecticut DOT Rail Governance Study
Lease Matrix

| Station Name | Termination |
|--|--|
| New Haven | Section 9.5 requires that, upon expiration or termination of the Agreement for any reason, improvements (including but not limited to signs, lighting, fences, pier protection devices, paved areas and sidewalks) shall not be removed, and shall be the property of the State. Section 9.6 requires that Lessee record the Agreement and any supplements or renewals thereof on the land records; failure to record is sufficient grounds for the State to terminate the Agreement without notice. |
| Milford | The State may terminate this Lease upon one year's notice to the Town for reasons of default or if the property is needed for transportation related purposes. |
| Stratford | |
| Bridgeport * | Either party may terminate this Operating Agreement upon 30 days notice to the other party for reasons of default by the other party, if default remains uncured for 60 days. The State reserves the right to terminate the Operating Agreement for any reason, upon at least 365 days notice to the City. |
| Fairfield, Southport | The Town of Fairfield may replace the Fairfield Parking Authority as Lessee under this Lease upon 30 days notice to the State. Otherwise, no assignment of this Lease is permitted without the prior written approval of the State and the appropriate Federal Regulatory Agency, if required. |
| Green's Farm's, Westport | The State may terminate this Lease upon one year's notice to Lessee for reasons of default or if the property is needed for transportation related purposes. |
| East Norwalk | The State may terminate this Lease upon 90 days' notice to Lessee for reasons of default or if the property is needed for transportation related purposes. |
| Rowayton | The State may terminate this Lease upon one year's notice to the Town for reasons of default or if the property is needed for transportation related purposes. |
| Darien, Noroton Heights | The State may terminate this Lease upon one year's notice to the Town for reasons of default or if the property is needed for transportation related purposes. |
| Old Greenwich, Cos Cob, Riverside | The State may terminate this Lease upon one year's notice to the Town for reasons of default or if the property is needed for transportation related purposes. |
| Danbury | The State may terminate this Lease upon one year's notice to the Town for reasons of default or if the property is needed for transportation related purposes. |
| Bethel | The State may terminate this Lease upon one year's notice to the Town for reasons of default or if the property is needed for transportation related purposes. |
| Redding | The State may terminate this Lease upon one year's notice to the Town for reasons of default or if the property is needed for transportation related purposes. |
| Branchville | The State may terminate this Lease upon one year's notice to the Town for reasons of default or if the property is needed for transportation related purposes. |
| Cannondale, Wilton | The State may terminate this Lease upon one year's notice to the Town for reasons of default or if the property is needed for transportation related purposes. |
| Merritt 7 | The State may terminate this Lease immediately on written notice to Lessee if: (a) Lessee defaults on rent or any other covenants and agreements contained in the Lease; and/or (b) the premises is not used for purposes authorized by the Lease for a period of at least 1 year; and/or (c) Lessee declares or files a petition in bankruptcy, or is declared bankrupt. |
| New Canaan, Talmadge Hill | The State may terminate this Lease upon one year's notice to the Town for reasons of default or if the property is needed for transportation related purposes. |
| Springdale, Glenbrook | The State may terminate this Lease upon one year's notice to the City for reasons of default or if the property is needed for transportation related purposes. |
| Seymour | Lessee may terminate this Lease upon ninety (90) days notice. The State may terminate this Lease upon ninety (90) days notice to Lessee if property is needed for transportation related purposes of if there is a violation of any of the Lease terms by Lessee |
| Derby | The State may terminate this Lease upon one year's notice to the Town for reasons of default or if the property is needed for transportation related purposes. |

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Several areas of neglect were identified as a result of the legal and contractual review. These include the following:

- Inconsistent term lengths among the various agreements, which range from 5 to 50 years.
- Differing requirements regarding the requirement for separate fund accounts, and how surplus revenues are handled.
- How surplus revenues are shared with the State.
- A lack of a required annual budget in all but one lease.
- Unclear and inconsistent definitions of terms and responsibilities.
- Inconsistent financial reporting and monitoring.
- A lack of an operating model.

These concerns will be discussed in greater detail in Chapter 2.

Financial Review

The financial review was performed to determine the cost of operating the station buildings and parking facilities and the revenues generated for the properties located along the New Haven Line and the New Canaan, Danbury and Waterbury Branches. The Stamford and Bridgeport railroad stations and parking operations were excluded from the Scope of Work by CDOT.

The financial information was gathered to present the following items for each station for the five fiscal years ending June 30, 1996 to 2000:

- source and adequacy of revenue at each station,
- type of expenses at each station,
- accounting systems and procedures, and
- a written financial analysis overview.

The financial information was provided by the various reporting entities who are responsible for maintaining and operating the properties under the governance of a lease agreement with the CDOT. This review did not include an audit or application of auditing procedures to the financial information presented.

A standard reporting format and standard classifications were used for comparative purposes. As a result, certain stations and parking finances show zero amounts for certain standard classifications while other stations show financial activity for the same classification. There are municipally-owned properties used for railroad parking operations, and in some areas privately owned lots, that are not subject to a lease agreement with the State. This fact is noted when applicable.

The detailed classification of revenues and expenses and presentation of statistical measures (square footage, spaces, etc.) are not generally required to be reported by or are they readily compiled by the local governments. The general absence of detailed financial classifications of data has precluded the calculation of financial ratios based on detailed statistical measures. Budgets are not generally required to be prepared for either the annual operations of the station

and parking facilities or for capital reserves, improvements, replacements, etc. by the local governments and thus are not part of the financial information available.

Outline of Financial Governance

The financial operations and related governance of the stations and railroad parking properties along the New Haven and Branch lines is categorized in the following outline:

(1) Properties governed by State leases for station and railroad parking.

(a) Leases requiring a reinvestment fund with 50% sharing by the State- Governance over revenues, expenses, capital improvements and surplus.

Milford
Fairfield and Southport
Westport and Green's Farms
East Norwalk
Rowayton
Old Greenwich, Riverside and Cos Cob
Derby - free lot
Danbury
Bethel
Redding
Branchville - free lot
Wilton - free lot
Cannondale - free lot
New Canaan
Talmadge Hill

(b) Leases requiring a reinvestment fund with special sharing requirements- Governance over revenues, expenses, capital improvements and surplus.

New Haven

(c) Leases requiring a reinvestment fund with no sharing by the State - Governance over revenues, expenses and capital improvements.

Stratford

(d) Leases requiring the State to share in a percentage of gross fees with expenses managed and absorbed by the lessee - Governance over revenues..

Darien and Noroton Heights
Springdale and Glenbrook

(e) Leases not requiring a reinvestment fund or sharing by the State – Governance over revenues and expenses.

Seymour – free lot

(2) Properties owned by the local government with licenses from the local government given to the State for governance by the State – Governance over revenues and expenses.

Naugatuck – free lot

(3) Properties governed through ownership by the State and operated by the State – No leases – Governance over revenues, expenses and capital improvements.

Bridgeport – excluded from financial review

Stamford – excluded from financial review

Waterbury – free lot

Beacon Falls – free lot

Ansonia – free lot

(4) Properties owned and operated by the local government and/or private sector – no State lease – No governance by the State.

South Norwalk – City of Norwalk

Greenwich – Greenwich Plaza, Inc. and Town of Greenwich

(5) Leased from the State by a private company to operate – Governance over revenues, expenses and capital improvements.

Merritt 7 – Merritt Seven Stations, Inc. – free lot

Note: The financial governance imposed by State grants and bonding is not addressed herein.

Overview of All Stations

In the full report contained on the website, information for each station is presented in detail. The following sections describe the financial situation of the system as a whole.

Accounting Entity / Basis – The railroad station and parking operations along the New Haven Line’s main line, from New Haven’s Union Station to Grand Central Terminal in New York City, and three branch lines, Waterbury, Danbury and New Canaan, encompass State-owned properties, local government properties and privately owned properties. The State-owned properties are either operated directly by the State or are governed by a State lease agreement that generally covers the operational and financial responsibilities to charge fees, operate, maintain and improve the station and parking facilities. The intent of leased operations is that the station and parking operations are financially sound and self-supporting and have the ability to generate a surplus fund that can be used for station and parking improvements. Federal and state

grants and bonding are also used to finance major capital improvements to the properties. It should also be noted that the State incurs certain direct and indirect operating expenses related to administering the operating leases.

The financial analyses present the operating revenues and expenses only for those properties governed by the State lease agreements. Federal, state and local capital grant expenditures, and direct or indirect expenses incurred by the State are excluded from this presentation. The accounting entities for the properties governed by a state lease are local governmental units. These units include the municipal government itself for most of the stations and parking lots, a parking authority in the case of Fairfield and New Haven and a transit district for the Milford station and parking operations.

The financial accounting for State lease operations is usually recorded in a separate fund of the governmental unit. The parking operations for properties not subject to State leases are not generally accounted for separately but are usually commingled within the general fund operations of the governmental unit, except in the case when the accounting is done by the parking authority.

The basis of accounting depends on whether the separate fund being used is a special revenue fund or an enterprise fund. Special revenue funds utilize the modified accrual basis of accounting which is a mixture of both a cash and accrual basis. This basis uses a concept of measuring transactions based on the flow of current financial resources. For example, revenues and the resulting assets are accrued at the end of a year only if the revenues are earned and the related receivables are expected to be collected in time to pay for related liabilities. Expenditures and related liabilities are accrued when they are expected to be paid out of the revenues earned and accrued. Practically speaking, this is predominantly a cash basis accounting method with accruals generally made for revenues collected and purchases incurred for a 45 day period after the close of the year. Enterprise funds use the accrual basis of accounting. The measurement concept for this method is based on the flow of economic resources. All assets and liabilities and related revenues and expenses both current and long-term are recorded.

Financial Reporting to State – The State leases require, among other things, that the lessor maintain a separate fund and submit a financial report to the State. This requirement does not extend to any other properties that may be used in railroad station and parking operations. Therefore a separate fund and accounting for these other properties is generally not maintained by the lessor. Under these circumstances a complete financial accounting of all station and railroad parking operations is neither available nor presented herein.

There is no uniformity in the chart of accounts used among the reporting entities to categorize transactions or in the summarization of these accounts used to report balance sheet and profit and loss information. Even within the group of rail properties under lease from the State there is a significant variance in the amount of detailed financial information provided.

Amongst this group there are those leases based on a percentage of gross revenues for which the local governments report such revenues but are not required to report the costs associated with the rail properties. Many local governments report operating results as part of their general

purpose financial statements without presenting details of accounts in support of summary totals. While most of the Waterbury and Danbury Branch station leases have financial reporting requirements, the requirements are focused on accumulated surplus accounting, yet all of the Waterbury Branch and most of the Danbury Branch stations provide free parking. Since they have no revenue and thus are unable to accumulate a surplus, they provide no financial reporting to the State, that is not to say that some local expenses direct or indirect are not incurred on behalf of the railroad station and parking operation.

Revenues – Revenues come from several sources, described herein.

- *Parking* - The significant source of revenue is from parking permits which are sold for various terms from one month to a year. Daily parking revenues are another major source of revenues and are collected in a variety of ways, including coin meters, debit card/coin meters, collection envelope, attendant sales and parking space number ticket purchased at a central vending machine. Comparatively the collection systems for the lessors have varying degrees of inherent internal control. The State lease agreements do not require any specific internal control standards or criteria to be followed by the lessors.
- *Rents* - Several stations report income from station space rentals to food vendors, clothes cleaners and others. The New Haven Station in addition to commercial rentals receives rental income from the State, Amtrak, Metro-North Commuter Railroad, and its local operator, New Haven Parking Authority.
- *Other* – Certain properties (Darien, Noroton Heights, Springdale, and Glenbrook) have leases that require a percentage payment to the State that is applied to gross revenues. The financial presentation for these leases has been modified to reflect this type of revenue sharing. Gross revenues were presented then reduced by a deduction for the portion of revenues that is retained by the municipalities, thereby deriving the State's percentage share.

Beginning in 1998 the State provides an annual grant for certain security costs incurred at the New Haven station. This annual grant and a nonrecurring grant in 1998 are reflected in the New Haven finances as other revenues.

Revenues across the leased properties do not consistently include items such as telephone commissions, investment income and parking violations. Each lessor is required to include generally all income related to the rail station and parking operations without any specified revenue categories mentioned in the lease.

Expenses – Expenses can be considered by the following categories:

- *Repairs and maintenance* – Of those stations reporting this cost, many are reporting an allocated or direct cost share of the municipal public works department. Some stations contract with third-parties for all or part of the maintenance effort.

- *Utilities* – This expense consists primarily of electricity costs for lighting at the station and parking lots. There may be water and fuel (gas or fuel oil) costs incurred when the station provides a station building with waiting room, ticket office, or other amenities.
- *Security* – These costs were separately classified by three stations (New Haven, Fairfield and East Norwalk). These segregated costs were for outside security service fees, allocated local police charges or special police coverage. For other properties the cost of periodic police patrols at the station and parking lots is absorbed by the local government for many of the free parking lots. Some municipalities indicated that the police services are provided in-kind, (i.e. the police department is provided a portion of the parking facilities or station at no charge, or the police department retains parking fines in return providing security coverage to the station).
- *Generally classified expenses* – Most often indirect administrative cost or cost which cannot be distinguished because of the summary level of reporting provided to the State is captured in this category of expense. Milford, for example, reports its costs as "personnel", "administration" and "operations" which are all captured under this category. For the City of New Haven this category includes the annual transfer to the State toward bond payments, as well as, "administrative fee" and "other expenses". There is no standard of reporting for this category.
- *Metro-North and the State* – The State also incurs station expenses through its service agreement with the New York Metropolitan Transit Authority / Metro-North Commuter Railroad. These expenses are accounted for by Metro-North and included in the deficit subsidy charge to the State. The expenses generally relate to maintaining the platform at each station and when applicable the ticket sellers' area.
- Ticket seller wages have been excluded from station costs because such costs are deemed to be associated with train service and not station operation. The occupancy costs for the ticket sellers' area of the station such as maintenance and utilities have been included as it was presumed that these costs are fixed and would be incurred even if the space was utilized for some purpose other than ticket sales. Claims costs and recoveries reported by Metro-North as associated with the passenger station were included without further investigation.

The State also incurs expense for its administrative oversight of the operating leases and the physical properties. These expenses were not compiled or presented.

Expense Allocation – Since most rail parking and stations are operated as part of a municipal parking program, and not as strictly separate operations, there is often an allocation of general governmental expenses (common costs) to the railroad parking and station operations. The State leases do not provide specific guidance with regard to allocable expenses. The leases generally provide that there might be "mutually determined charges" applied against revenues. The reporting entities apply various methodologies to allocate common costs but basically use the underlying costing concept of *full absorption*. Generally, the full absorption concept allocates all common costs across all projects proportionately. In contrast there is the *avoidable costing*

concept whereby the incremental common costs that are incurred because of new or revised programs are evaluated and get allocated to the new program. The account classifications and underlying activities that are included in the common cost pool also vary amongst the entities. The leases do not prescribe any specific allocation methodology or listing of allowable common costs.

Profitability / Accumulated Surplus – Where there is a State lease, there is generally a requirement that any operating surplus is to be accumulated and used for capital improvements of the rail parking and station properties. The State may generally withdraw 50% of the accumulated surplus at stipulated dates or periods over the lease term, and use these funds for other rail projects on the New Haven Line.

The State leases that are based solely on a percentage of gross revenues provide no accumulation; however, the local governments are responsible for day-to-day maintenance. Similarly, railroad stations with free parking have no surplus to accumulate and must rely on municipal support for operations and State funding for capital projects.

There are lease operations showing losses and deficits. There are no specific provisions in the lease that require the lessor to absorb and replenish the losses (and deficits – see below).

Special Requirements – Surplus/Reserves/Deficits – There are a few leases that carry special requirements. New Haven has significant special issues, while for others the special lease issues are much more limited, such as with those leases that provide for debt service as a charge against revenues.

All leases provide for the accumulation of surplus to be used for railroad station or New Haven Line but make no stipulations regarding operating deficits. Generally, local governments have treated deficits as a charge against accumulated surplus or future surplus operations.

Capital Projects – Capital projects at the rail stations have generally been undertaken by the State. The most common exception is the local government's acquisition of land for rail parking. Rail station improvements might also be a condition of sublease agreements and thus shift the financing to the vendor/tenant.

Summary Financial Comparison by Station

The financial statements for each station were analyzed for each year from 1996 to 2000. Table 8: Station Financial Comparison Analysis 1996-2000 details the accumulated surplus (deficit), revenues, expenses and profit (loss) for each station over the period.

STATIONS COMPARISON ANALYSIS

FIVE YEAR TOTALS (YEARS 1996-2000)

| ACCUMULATED SURPLUS (DEFICIT) AT JUNE 30, 2000 | | | LOCAL GOVERNMENT | | | | | | METRO-NORTH | PROFIT (LOSS) |
|---|-------------------|-------------------------------|----------------------|----------------|----------------------|----------------|---------------------|---------------------|-----------------------|---------------|
| Total Local Government | State's Share | | REVENUES | | EXPENSES | | PROFIT (LOSS) | EXPENSES | including Metro-North | |
| Accumulation | | | | % | | % | | | | |
| NEW HAVEN LINE * | | | | | | | | | | |
| NEW HAVEN | \$2,409,173 | SPECIAL REQUIREMENTS | \$ 14,905,677 | 51.47% | \$ 14,421,317 | 54.33% | \$ 484,360 | \$ 2,733,812 | \$ (2,249,452) | |
| MILFORD | \$61,267 | \$30,634 | \$ 837,754 | 2.89% | \$ 809,441 | 3.05% | \$ 28,313 | \$ 93,489 | \$ (65,176) | |
| STRATFORD | \$608,436 | NO SHARING PER LEASE | \$ 663,093 | 2.29% | \$ 395,768 | 1.49% | \$ 267,325 | \$ 92,431 | \$ 174,894 | |
| FAIRFIELD & SOUTHPORT | (\$515,045) | NOT APPLICABLE TO DEFICIT | \$ 4,716,502 | 16.29% | \$ 4,574,513 | 17.23% | \$ 141,989 | \$ 267,979 | \$ (125,990) | |
| WESTPORT & GREEN'S FARMS | \$389,576 | \$194,788 | \$ 4,184,317 | 14.45% | \$ 3,702,690 | 13.95% | \$ 481,627 | \$ 375,072 | \$ 106,555 | |
| EAST NORWALK | (\$568,122) | NOT APPLICABLE TO DEFICIT | \$ 311,561 | 1.08% | \$ 525,497 | 1.98% | \$ (213,936) | \$ 155,469 | \$ (369,405) | |
| SOUTH NORWALK | OWNED BY CITY | NO LEASE | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 436,103 | \$ (436,103) | |
| ROWAYTON | \$111,460 | \$55,730 | \$ 675,257 | 2.33% | \$ 585,976 | 2.21% | \$ 89,281 | \$ 244,660 | \$ (155,379) | |
| DARIEN & NOROTON HEIGHTS | No Fund Required | % Paid Directly To The State | \$ 292,779 | 1.01% | \$ - | 0.00% | \$ 292,779 | \$ 498,640 | \$ (205,861) | |
| OLD GREENWICH / RIVERSIDE / COS COB | \$1,318,325 | \$659,163 | \$ 1,641,402 | 5.67% | \$ 926,484 | 3.49% | \$ 714,918 | \$ 47,841 | \$ 667,077 | |
| GREENWICH | PRIVATE OWNERSHIP | NO LEASE | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 887,441 | \$ (887,441) | |
| NEW HAVEN LINE TOTALS | | | \$ 28,228,342 | 97.48% | \$ 25,941,686 | 97.73% | \$ 2,286,656 | \$ 5,832,937 | \$ (3,546,281) | |
| * Excludes Bridgeport and Stamford | | | | | | | | | | |
| NEW CANAAN BRANCH | | | | | | | | | | |
| GLENBROOK & SPRINGDALE | \$0 | % Paid Directly To The State | \$ 29,483 | 0.10% | \$ - | 0.00% | \$ 29,483 | \$ 117,851 | \$ (88,368) | |
| NEW CANAAN & TALMADGE HILL | \$141,749 | \$70,875 | \$ 419,612 | 1.45% | \$ 381,867 | 1.44% | \$ 37,745 | \$ 145,592 | \$ (107,847) | |
| NEW CANAAN LINE TOTALS | | | \$ 449,095 | 1.55% | \$ 381,867 | 1.44% | \$ 67,228 | \$ 263,443 | \$ (196,215) | |
| DANBURY BRANCH | | | | | | | | | | |
| MERRITT 7 | Free Lots | No Reinvestment Fund Required | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 456 | \$ (456) | |
| WILTON | Free Lots | No Surplus | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 169,677 | \$ (169,677) | |
| CANNONDALE | Free Lots | No Surplus | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 180,302 | \$ (180,302) | |
| BRANCHVILLE | Free Lots | No Surplus | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 15,185 | \$ (15,185) | |
| REDDING | \$5,077 | \$2,539 | \$ 15,760 | 0.05% | \$ 10,683 | 0.04% | \$ 5,077 | \$ 38,876 | \$ (33,799) | |
| BETHEL | \$41,636 | \$20,818 | \$ 214,808 | 0.74% | \$ 173,172 | 0.65% | \$ 41,636 | \$ 11,686 | \$ 29,950 | |
| DANBURY | \$12,436 | \$6,218 | \$ 50,161 | 0.17% | \$ 37,725 | 0.14% | \$ 12,436 | \$ 366,746 | \$ (354,310) | |
| DANBURY LINE TOTALS | | | \$ 280,729 | 0.97% | \$ 221,580 | 0.83% | \$ 59,149 | \$ 782,927 | \$ (723,778) | |
| WATERBURY BRANCH | | | | | | | | | | |
| DERBY | Free Lots | No Surplus | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 31,774 | \$ (31,774) | |
| ANSONIA | N/A | No Lease | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 28,534 | \$ (28,534) | |
| SEYMOUR | Free Lots | No Reinvestment Fund Required | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 12,344 | \$ (12,344) | |
| BEACON FALLS | N/A | No Lease | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 11,808 | \$ (11,808) | |
| NAUGATUCK | Free Lots | Lease from Borough to State | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 30,899 | \$ (30,899) | |
| WATERBURY | N/A | No Lease | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 108,056 | \$ (108,056) | |
| WATERBURY LINE TOTALS | | | \$ - | 0.00% | \$ - | 0.00% | \$ - | \$ 223,415 | \$ (223,415) | |
| TOTAL - ALL LINES | | | \$ 28,958,166 | 100.00% | \$ 26,545,133 | 100.00% | \$ 2,413,033 | \$ 7,102,721 | \$ (4,689,688) | |

Operations Review

This section summarizes material found in the *Station Operating Analysis* report, provided at the website www.ctrailgovernance.com.

Organizational structure is a necessary aspect of the governance of operations and maintenance of the train stations and parking lots and garages. As illustrated throughout the work in Phase One, the organization of responsibilities and authority not only varies from town to town, but also among multiple stations controlled by one municipality. Therefore, a specific analysis of each station and its municipality was necessary to have a comprehensive understanding of the governance patterns throughout the New Haven Line and branches. This process was initiated through interviews and surveys of municipal employees involved with the operations and maintenance of a station. The station-by-station results are presented in the task report. In many cases, as noted throughout the descriptions, other governing entities also take part in the station operations. They include, but are not limited to: parking authorities, private developers, local taxing districts, local transit authorities, volunteer groups, and so on. Also, in most cases, even where a station and commuter parking lot are operated entirely by a local governing body, there are many different departments that are responsible for any given task, such as security, maintenance, enforcement, or revenue collection.

For this portion of the study, each station and commuter lot/parking garage along the New Haven Line and branches was reviewed and inventoried, respectively. This was necessary prior to the analysis of the governance in order to have an understanding of the station, its components, and the layout of the facilities. For example, an unofficial condition review was necessary to keep in mind during the interviews in order to assess whether the provisions of the lease were actually followed on a day-to-day basis.

Before interviewing governing officials and staff, the lease agreements between CDOT and the municipalities of the stations were reviewed. In many cases, agreements also exist with private companies for various contracted responsibilities. These agreements were reviewed when provided, although the majority of the actual contracts were not available. In addition to service agreements, some stations have tenants that pay rent. As with the private contracts, in most cases these leases were not available for specific analysis.

The governance agreements lack uniformity throughout CDOT's New Haven Line and its branches. Station leases between CDOT and the local communities are prevalent in most of the municipalities along the New Haven Main Line and the Danbury and New Canaan branches, with the leases covering the station buildings, platforms, and/or the parking areas that are owned by CDOT. Other commuter parking lots at these stations are either owned by the town or leased from private organizations. The operations and maintenance of the commuter parking lots vary not only among towns, but also in many cases among stations within the same town. CDOT operates, through a private contractor, the Stamford and Bridgeport Stations. The Waterbury Branch stations are governed differently than stations on other branches and the main line. With Derby-Shelton Station (located in the Town of Derby) as an exception, the municipalities along the Waterbury Branch have minimal responsibilities regarding the operations and maintenance of stations and respective parking.

The governing and operating procedures were discussed with local officials. The station leases were reviewed and compared to current operating practices at each of the stations. With this information, determinations were made as to whether or not the towns met the provisions of their respective leases with CDOT in terms of operations. From an operating standpoint, in most cases the provisions of the leases are, in fact, followed. However, in many cases, Town representatives were uncertain about the lease provisions, although they appeared to be followed.

None of the stations or respective municipality/governing authorities had a published organization chart of responsibilities for the stations and lots. In fact, the City of Stamford was the only entity that could provide a general organization chart, although not specific to the stations. Therefore, organization charts were developed for each station based on the interviews with governing entity officials. In many cases, follow-up calls were necessary to determine accuracy.

None of the stations had a published operating procedures document identifying the entities responsible for operating tasks. Therefore, the interviews became the source of information about operating procedures as well. A description is provided, and each station has a simple chart to allow for general comparisons among the stations, covering the responsible party for the following operating procedures: Opening and Closing of Station, Housekeeping Inside of the Station, Housekeeping Outside of the Station, Daily Maintenance, Preventative Maintenance, Landscaping, Security, Customer Service, Tenant Performance, Parking Enforcement, Parking Fees and Permits, and Parking Operation Maintenance.

The Metropolitan Transit Authority (MTA) provides security for all of the stations. Many of the town representatives are unaware of this fact. The ambiguity of the New Haven Line security is based in part on the fact that it was policed, up until 2002, by Metro-North police which is now MTA police. Many of the stations have supplemental security provided by the Town or a private contract.

CHAPTER 2: EVALUATION OF CURRENT GOVERNANCE METHODS

Several topics requiring further analysis can be identified from each task summarized in the previous section. In addition to being discussed here in detail separately, these topics will also be discussed with reference to the current governance methods. These discussions will result in an evaluation of the current governance methods, which was originally referred to as Task 5.

All of the topics are discussed in the following sections.

Lease Inconsistencies and Enforcement

Despite wide variance in the perception of station and parking governance that has been identified, one overriding concern appears to be the lack of consistency between leases from station to station. When CDOT originally assumed responsibility for managing the rail stations and parking for the New Haven Line in the 1980s (due to the breakup of Conrail), it needed to do so quickly without additional funds or staff. In order to accomplish this, the towns were asked to manage the stations located within their municipal boundaries. The original intent was to develop a vested interest in each town and to have each town be self-supporting in terms of the rail stations and parking. The result was wide variance in lease terms, responsibilities, accounting systems, and governance methodology.

Awareness and Understanding

Ambiguity or lack of familiarity and a clear understanding of the lease provisions have been deficiencies that were identified throughout this governance analysis. Many town representatives were not aware of the lease terms and responsibilities of the town or CDOT. Most towns maintained the stations and parking lots in a “common sense” manner, and not necessarily based on the responsibilities described in the lease. Leases with CDOT may have been signed many years ago, or under different administrators. Regular updates to reinforce the terms or the agreements were not forthcoming from CDOT or town officials.

Responsibility

Responsibility for station operations was stipulated in the leases in a variety of manners and the interpretation of the responsibilities also varied widely. The customers in the customer survey were very unsure about who had responsibility for which station tasks. Such uncertainty adds to the inconsistency in governance practices. None of the station contacts throughout the New Haven Line had an organization chart available to explain responsibilities or responsible parties. In fact, the City of Stamford (Glenbrook and Springdale Stations) was the only governing body that was able to produce a general organization chart, but it was not specific to the governance of the stations and parking lots. An organization chart with responsibilities clearly assigned, a procedures manual for everyday and emergency occurrences, and contact personnel can greatly improve facility operations and maintenance.

Lease Terms and Cancellation Clauses

Lease terms for the station properties are inconsistent throughout the system, ranging from 5 years to 50 years. The most common lease term is 10 years, used by 15 of the 20 municipalities. Termination clauses also vary widely by station. Thirteen of the 20 municipalities have leases that allow CDOT to terminate the lease with one year's notice if there is default or if the site is needed for other transportation related purposes. One lease allows for termination by either party with 30 days notice, two others permit termination with 90 days notice, and the other leases have even more detailed cancellation stipulations. Lease terms that are consistent for all stations (perhaps different for branch versus main line), and standard cancellation clauses, with terms that are shorter and more flexible, would benefit organized management.

Contracted Services and Tenants

Information on contracted services is sparse in the leases. Table 8 on a later page describes the type of information that needs to be provided for contracted services. For example, if snow removal is performed by a contractor, the contracting company and contact information should be provided to CDOT. Copies of any legal agreements should be provided, noting the specific tasks the company is responsible for and how the tasks are to be performed (e.g., schedule, relationship to other station activities, coordination with other operations).

The situation is similar with regard to tenants. In some towns, agreements with tenants are little more than a handshake; in others, there are formal contracts and rents. There is very little uniformity on any issue regarding tenants. While the varying nature of the stations and ridership do not lend themselves to all tenants paying rent, there should be no circumstances in which a tenant has space for some operation in a CDOT station without a written agreement in place. At a minimum, the agreement could clearly indicate responsibilities, reporting relationships, liability, the length of term of the agreement, any financial conditions, and performance standards. Whenever there is a tenant in a station, information about the tenant and tenant contacts should be available to the town and to CDOT.

Financial Reporting

The financial information reported by lessees to CDOT is presented in public interest format. The majority of these financial reports do not provide sufficient financial and non-financial information about how the lessees have discharged their stewardship responsibility to CDOT. CDOT should know more about its lease operations and affairs than what is presented in the public interest or basic form of report. A financial report is not necessarily an end in itself but can be designed to provide information that can be useful in making business and economic decisions directed either to the public interest of many users as would be the format for the general purpose financial statements of a municipality, or designed and focused for the understanding of and relevance to the decision makers, such as a specially designed report that would address the needs of CDOT. CDOT can therefore increase the usefulness of the financial information it receives from its lessees by identifying elements that should be reported and are relevant to the State's governance of the railroad property leases.

Another matter is the inconsistency of how the reported finances were measured (being either on a modified accrual basis, full accrual basis or simply a cash basis) and the periods of measurement. Inconsistent measurement basis or periods amongst lessee properties could distort comparative financial analysis and affect business decision making.

Financial information can also be supplemented and corroborated by underlying non-financial measurements such as square footage, number of parking spaces and other relevant measurements that could be useful in business and economic decision making. These measurements are not required by the terms of the lease agreements or readily available from the lessees.

The following is a list of beneficial financial reporting elements that currently are not prescribed in the lease agreements:

- *Uniform Chart of Accounts* – A detailed listing of the relevant functional categories and object type account classifications, required to be used by the lessee. For example, accounts listing individual assets, liabilities, fund balances, revenues, expenses, and further detail such as for repairs and maintenance with further distinction between the various functions for station building, surface parking and garage parking and, as a further example, accounts that individually identify the activities of the general and administrative function.
- *Basis of Accounting and Reporting Period* – A prescribed accounting basis and reporting period suitable to CDOT for its governance, such as making budget and financing decisions. This could be a modified accrual basis, full accrual basis, or a cash basis of accounting and should be applied on a consistent basis to all leases.
- *A Complete Report on Station and Parking Operations* – The report would present both municipally-owned and state-owned railroad parking. Although municipally-owned and operated railroad parking property does not come under the CDOT lease, information pertaining to the revenues, expenses, and profits of such property can be useful to CDOT in making business and economic decisions.
- *Reporting Non-Financial Information* – Non-financial information can be useful to evaluate individual properties from the viewpoint of common measurement elements that depict the business activity, size and unit costs of an operation (e.g. square footage, parking space count, advertising space, costs per unit of measurement, etc.). It can be used for comparison purposes and in making business and economic decisions.
- *Capital Expenditures Reporting* – Capital outlay, including the funding source, related to both municipally-owned and state-owned railroad use properties can be an economic measure of the historical level of effort and useful for planning or monitoring improvements and expansion. Presently this information is not readily compiled or reported for each station.

- *Budget Reporting* – Capital and Operating budgets or forecasts can help with the decision making for the short-term and long-term capital and operating needs of the railroad property.
- *Commingling* – State parking lots are not always accounted for separately from the municipal parking lots. The lease should clarify and address commingling issues to require accounting methods and systems that financially separate properties.
- *Certification* – A signed certification of the financial information from the lessee may fix reporting responsibility; provide evidence that a quality assurance check was performed by the lessee thereby giving CDOT a declaration of reliance as to the accuracy and completeness of the information being reported. There are situations where information was not properly reported or submitted on a timely basis.
- *Standard Reporting Form* – A standard reporting system can be achieved by developing and using a prescribed reporting form that is prepared by the lessee and which incorporates for example, a uniform chart of accounts, basis of accounting, including non-financial information and reporting both state and municipally operated railroad commuter parking operations, comparing budget to actual results, and submitted by a specified due date accompanied by a lessee certification.

Financing

There are certain aspects of the accounting and reporting on the leased property operations that allow the lessee discretion in determining the measurement of the financial impact on the revenues and expenses for CDOT properties. The lease does not prescribe criteria for determining these measurements:

- *Expense (Overhead) Allocation Formula* – Since most all rail parking and stations are operated as part of a municipal parking program, and not as strictly separate operations, there is often an allocation of general governmental expenses (common costs) to the railroad parking and station operations. CDOT leases do not provide specific guidance with regard to allocable expenses. The leases generally provide that there might be “mutually determined charges” applied against revenues. The reporting entities apply various methodologies to allocate common costs but basically use the underlying costing concept of full absorption. Generally, the full absorption concept allocates all common costs across all projects proportionally. In contrast there is the avoidable costing concept whereby the incremental common costs that are incurred because of new or revised programs are evaluated and get allocated to the new program. The account classifications and underlying activities that are included in the common cost pool also vary amongst the entities. The leases do not prescribe any specific allocation

methodology or listing of allowable common costs or perhaps a fixed charge or rate.

- *Losses* – The leases do not address or fix the responsibility for operating losses or relate this matter to the posted parking rates being charged.
- *Platform/Metro-North* – The leases do not address the additional expenses of maintaining the platforms and certain other station costs incurred by CDOT through services provided by Metro-North.
- *Required Revenue Generation* – The leases do not specifically address the definition of related revenues that must be included in CDOT’s surplus such as telephone commissions, parking violations, investment income or other.
- *Unallowable Expenses* – The leases do not list unallowable charges that CDOT may deem unrelated to rail station and parking operations or may not be in accordance with laws and regulations.

Financial Controls

- *Internal Controls* – The lease agreements do not address or prescribe minimum internal control standards. In many cases daily parking is a cash operation and in other cases the collection of parking fees is performed by a limited number of personnel resulting in the lack of segregation of duties. Having a requirement that would institute minimum internal control standards could mitigate the risks associated with misappropriation of assets, fraudulent financial reporting, or error.
- *Collection System and Procedures* – There are various methods and systems being used amongst the railroad parking properties to collect and account for parking revenues. The leases do not prescribe any minimum standards of acceptance.
- *Organization* – We generally noted that finances were managed in a variety of ways and mostly indirectly, for example as part of the operations of existing municipal departments. As the result of this observation we further noted that generally, an organization chart specific to station and parking operations was not necessarily in place or required as a protocol to be eligible to operate the CDOT railroad property. An organization chart indirectly contributes to assuring that financial and more directly operational controls are in place and working.

Quality and Identification Standards

Throughout the system there is a lack of comparable requirements and quality standards for all of the lessees. Service quality, maintenance, and identification standards do not exist on the New Haven Line or its branches. Signs to the stations and signs at the stations are not standard; nor are the cleanliness and upkeep procedures/requirements. There are no standards for the condition

of the parking lots, lights, or security measures. Maintenance service quality is administered by the municipality with minimum performance standards. The parking supply and pricing as well as how the fees are collected also lack standardization. Who is allowed to park in municipally-owned parking lots is also a decision made independently by each municipality. All of these features that lack standardization result in widely variable service and aesthetic quality of the stations. Overall, it could be said that few stations are “state-of-the-art” in terms of parking operations and revenue control. Some are using very outdated and insecure equipment. None have standard operating procedures for the collection and control of cash and/or permits. Thus, there is a lack of accountability for the major source of revenue at most of the stations.

Operations

None of the agreements requires the towns or other lessees/operators to operate the stations and parking as cost centers, accounting for all of the revenue and operating expenses attributed to each station. Therefore, real operating costs are unknown, comparisons cannot be made from year to year or between stations, and CDOT cannot know whether these operations are breaking even, losing money, or generating revenue in excess of costs. Many of the towns account for their operations on an “overhead” basis, not keeping track of staff hours or certain expenses at the stations (e.g., snowplowing, paving, etc.). Similarly, as the financial chapter indicated, it is not clear how all funds generated at the stations are being spent.

Documentation of expenses and revenues specific to the operations of the stations and parking facilities is necessary. Although this aspect is reviewed in more specific detail in other tasks of this report, it needs to be mentioned with governance since without changes in the agreements the requirements for documentation will not be applied.

No standard operational model exists for the system. Operational decisions are made on a station-by-station basis. Parking and maintenance are operated without standards, as was mentioned in the previous section. Cleanliness and upkeep procedures are dependent upon the policies of each station manager. Structural versus routine maintenance is not defined well in the leases and it is unclear to most municipalities what maintenance routines are their responsibility and which ones belong to CDOT. Also, there are no stipulations on employing an adequate amount of staff or providing security. The lack of an operational model also gets back to the need for an organization chart and list of responsibilities to help standardize the perception of the system from end to end.

Accountability

Accountability is necessary for efficient management and for CDOT to have an understanding of how funds are being utilized. Annual forms that request the operating procedures of the station, reporting chain of command and appropriate management contacts are essential. A checklist with names and/or departments and companies and contact information should be provided. Reporting procedures should also be noted. Table 9 gives an example of the types of information necessary for governance accountability:

Table 9: Example Accountability Chart for each Station

| <i>PROCEDURE INFORMATION</i> | <i>Responsible Individual Or Organization</i> | <i>Telephone and E-mail</i> | <i>Reports to Whom?</i> |
|-------------------------------------|--|------------------------------------|--------------------------------|
| Primary Contact | | | |
| Opening and Closing of Station | | | |
| Housekeeping Inside Station | | | |
| Housekeeping Outside Station | | | |
| Daily Maintenance | | | |
| Preventative Maintenance | | | |
| Landscaping | | | |
| Security | | | |
| Customer Service | | | |
| List all Tenants: 1. 2. 3. | | | |
| Parking Enforcement | | | |
| Parking Permit Issuance | | | |
| Parking Fee Collection | | | |
| Parking Maintenance | | | |
| Financial Information | | | |

Accountability allows for more efficient management of the parking, maintenance, and service management of the stations.

Management

As with operations, the New Haven Line and branch line stations have no standard management program. Management decisions are made by the stations in some cases alone and in some cases with the input of CDOT. Three main issues result from the lack of a management program. The issues are: long-term inter-modal planning, absence of a rail infrastructure office, and lack of centrality. Each of these issues will be discussed separately in this section. Before getting into those issues, one major problem identified in the operational and management review was the lack of an organization chart.

Because no organization charts exist, CDOT has no list of contacts for monitoring performance or operations, or more particularly in case of any emergencies or need to communicate. Definitions of management expectations, schedules for performance of duties, requirements for leases with tenants, and managing the stations and parking as discrete cost centers are among the important issues inadequately addressed in the agreements. Improved governance, reporting, financial performance, customer service, and support of the railroad at each of the stations are all dependent upon improved agreements to manage and operate the stations and parking.

Planning Coordination

The rail system is one part of a multi-modal program of services along the New Haven Line and should be considered an integral part of the overall strategic planning effort for the corridor. It appears that the ability of those who manage and direct the rail program to influence these strategic efforts is limited, largely due to the number of players involved at the local, regional and state levels. With so many players involved in operating and maintaining the system, it is difficult to provide the level of coordination needed to effectively influence long term transportation policy.

Lack of Uniformity

All of the items described above relate to the New Haven Line and branches having no standards of any type, with every station operated and managed in a different manner, and no comparative financial statements available. The structure does not permit CDOT to manage most of its own railroad and costs. The lack of uniformity does promote town pride in some of the municipalities where stations are located, but does not allow for identification with the whole. For the customer survey, a majority of respondents did not think that CDOT was responsible for any of questioned tasks.

There is also a great lack of uniformity with regard to the main line versus branch line stations. Branches and main line stations are handled separately and have even fewer similarities in leases than the stations solely located along the main line. Parking costs vary greatly from the main line to the branch line, as one example. CDOT attention given to branch line stations is also thought to be less than for main line stations.

Towns' Interest in Retaining Responsibility

Variation also exists as to whether municipalities would be willing to discontinue their leases in favor of centralized performance-based management. Some of the municipalities are proud of the stations they run and would be slow to consider such an arrangement. Other municipalities see the stations as burdens and would likely consider relinquishing their responsibilities. Even though the two stations currently under CDOT management have been praised for improved quality of service, maintenance, and efficiency, some municipalities still believe that they can better manage the stations within their boundaries.

For the municipalities who would like to retain responsibility of managing the stations, there are three reasons that make them believe they are a better entity to be governing the station's activities. First, the municipalities believe that they have the residents' best interest in mind. Second, they believe that CDOT's responsiveness is not adequate in terms of time and the amount of attention required. Finally, these municipalities believe they have a support structure in place such that problems could be mitigated more efficiently. Municipalities would also like to retain control in order to determine parking fees and who has permission to park in their municipal lots. Parking revenues also benefit the municipalities.

CHAPTER 3: DIRECTIONS FOR CHANGE/NEXT STEPS

By combining all of the information from the individual task reports on the existing conditions at the stations, suggestions for future governance methodologies can be made.

Directions for Change

The following is a list of items that will need to be addressed in the development of a future governance policy:

- In order to gain consistency between the agreements, *responsibilities* need to be defined in the same manner across all leases and need to be defined in much greater detail.
- For the purpose of organized management, *lease terms* should be consistent for all stations (perhaps different for branch versus main line).
- The *financial information* CDOT receives from its lessees has to be consistent, and has to have management value, i.e. should be relevant to the governance of the railroad properties. Documentation of expenses and revenues specific to the operations of the stations and parking facilities is necessary. The following is a list of beneficial financial reporting elements that currently are not prescribed in the lease agreements:
 - Uniform chart of accounts
 - Basis of accounting and reporting period
 - Complete record on station and parking operations
 - Reporting non-financial information
 - Capital expenditures reporting
 - Budget reporting
 - Commingling
 - Certification
 - Standard reporting form

Furthermore, the leases need to prescribe criteria for determining these measurements:

- Expense (overhead) allocation formula
 - Losses
 - Platform/Metro-North
 - Required revenue generation
 - Unallowable expenses
- The station program needs consistent customer service and maintenance *quality standards*.
 - Develop a standard *operating model and procedures* for the station and parking program.
 - Develop a standard *management program* for the system.
 - Address the municipal interests to ensure that *local needs and concerns* are met.

Next Steps

Using the above list along with the more detailed findings contained in the task reports, the next chapters will explore the range of options available for developing an improved rail governance methodology. In addition to considering the concerns raised from the review of the CDOT program, the team conducted a national review of rail properties to determine how other programs are governed, and to what extent some of the policies and practices used across the country are applicable to the New Haven Line.

Using all of these data, the consultant developed a limited set of alternative methods of governance, suited to Connecticut's station and parking program, which contain activities to strengthen station and parking operations and governance. Generally speaking, the strategies include: actions related to the consistency of contracts across all municipalities, operating standards and guidelines, improved agreements with third-parties, consistent management standards, improved revenue or access control, and improved performance-based management programs.

The report culminates with the development of three alternative governance policies, which were circulated for review and discussion to the stakeholders in this process at the municipal, regional, and state level.

CHAPTER 4: SURVEY OF NATIONAL PRACTICES AT REGIONAL/COMMUTER RAIL OPERATIONS

The work associated with this task began with a review of 17 commuter/regional rail operators in North America. These operations were reviewed for a number of attributes, in particular how their management and organizational structures could provide significant applicable experience in the review of the rail operations of the Connecticut Department of Transportation (CDOT).

These operators included the following: Massachusetts Bay Transportation Authority (MBTA), Metropolitan Transportation Authority/Metro-North Railroad (MTA/MNR), Metropolitan Transportation Authority/Long Island Railroad (MTA/LIRR), New Jersey Transit (NJT), Southeastern Pennsylvania Transportation Authority (SEPTA), Maryland Rail Commuter (MARC), Virginia Railway Express (VRE), South Florida Regional Transportation Authority (SFRTA's TriRail), Northeast Illinois Regional Commuter Railroad Corporation (METRA), Trinity Railway Express, Peninsula Corridor Joint Powers Board (Caltrain), Southern California Regional Rail Authority (MetroLink), North San Diego County Transit District (Coaster), Altamont Commuter Express (ACE), Greater Toronto Transit Authority (GO Transit), (Montreal Metropolitan Transportation Agency (AMT), and West Coast Express. Each of these operators was reviewed to determine how their operations could provide relevant experience towards the development of a range of governance options in furtherance of this project.

At the conclusion of the initial review, eight commuter/regional rail operators were selected to participate in a more detailed inspection. Thus, a specific survey instrument was prepared, distributed and specific information collected from a number of these selected operators who appear to offer the best opportunity to learn from a national experience, from both newer and older operations.

The eight commuter/regional rail operators selected for survey in the spring of 2004 with regard to the operation of their stations and parking facilities were as follows:

- Caltrain (San Francisco)
- MTA/LIRR (Long Island, New York)
- MBTA (Boston)
- METRA (Chicago)
- MTA/MNR (New York)
- NJT (northern New Jersey)
- SEPTA (Philadelphia)
- VRE (northern Virginia/Washington DC)

The list of questions asked of the surveyed operators is provided in Appendix A. Appendix B describes the terminology used in the survey. Completed survey forms are included in Appendix C. Appendix D provides an example of a full lease agreement from METRA.

The survey research report is presented in two sections: operational practices and parking systems. Each section is further divided by commuter/regional rail operator. Overview matrices are also provided in each section for comparison purposes. Conclusions and recommendations for CDOT based on these findings are presented in the final section.

Practices of Commuter/Regional Rail Operators

Participating agencies were first asked 12 questions regarding their operational practices and system characteristics. Appendix B outlines the terminology used in the survey. Later in the survey the agencies were asked to comment on any innovations that their system has implemented and on the critical issues/concerns that the agency was facing. The operators surveyed provide a diverse array of operating procedures.

Table 10 summarizes the general operating characteristics of the surveyed agencies. METRA is the largest agency surveyed and VRE is the smallest. For the agencies surveyed, one-third of stations are staffed. Tickets are sold at vending machines or on trains where no staff is present. Staffing is provided either by the commuter rail agency, a contractor, or both. Tickets are more likely to be sold at all stations than only at major stations. The only system with uniform governance methods for all stations is MTA/LIRR.

Table 10: Summary Operational Information by Agency

| Commuter Rail Agency | # stations | average weekday ridership | # stations staffed | provider of staffing | tickets sold at all stations | uniform or different governance methods by station |
|----------------------|------------|---------------------------|---------------------|--|------------------------------|--|
| Caltrain | 34 | 26,000 | 8 | contractor | Yes | different |
| MTA/LIRR | 124 | 273,800 | 56 | commuter rail agency | Yes | uniform |
| MBTA | 119 | 142,000 | main terminals only | commuter rail agency | No | different |
| METRA | 230 | 300,000 | 80 | commuter rail agency; AMTRAK at 2 stations | No | different |
| MTA/MNR | 121 | 224,000 | 39 | commuter rail agency | Yes | different |
| NJT | 161 | 202,000 | 45-50 | commuter rail agency | Yes | different |
| SEPTA | 158 | 106,000 | 74 | contractor | No | different |
| VRE | 18 | 15,229 | 0 | N/A | Yes | different |

This data is valid for 2004, the year in which the survey was conducted.

The following sections describe the operating practices of the surveyed agencies in detail.

Caltrain

Based in San Carlos, CA, Caltrain operates 34 stations for a total of 26,000 average weekday riders. The staffing for the 8 staffed stations is provided by a contractor, Amtrak. Tickets are sold at nearly all stations and are sold by ticket agents, vending kiosks/machines, ticket outlets, by mail, and by employers.

Different governance arrangements exist between Caltrain and its 34 stations. Caltrain owns all facilities and parking lots. Responsibility for all facilities, maintenance and operations, and services is assigned through lease agreements with Caltrain. Caltrain does, however, use contractors and subcontractors for security, parking, and landscaping. Maintenance and operations are funded by the state or other public agency, Caltrain, parking revenue, and leases.

Caltrain is responsible for the amenities available at the stations. The majority of the stations have phones, public announcement systems, bike racks/lockers, and newspaper boxes. The two terminals have concession stands, newspaper sales, and rest rooms.

MTA/LIRR

MTA/LIRR, out of Jamaica, NY, serves an average of 273,800 riders per week. There are 124 stations in the system, 56 of which are staffed (including seasonal and special event parking). MTA/LIRR provides the staffing for the stations. Of the 124 stations in the system, 11 do not have ticket selling capabilities. Tickets are sold by on-site agents, vending kiosk/machines, online, and by mail.

All MTA/LIRR stations are governed uniformly. Station facilities are owned by MTA/LIRR, but local municipalities own most of the parking. The rest of the parking is either owned by MTA/LIRR or is privately owned. MTA/LIRR-owned parking facilities have free unrestricted parking and maintenance is part of the general station maintenance. For parking that is leased to a municipality or third party, maintenance is the responsibility of the municipality or third party operator. MTA/LIRR does not contract for maintenance services; there are, however, contracts for snow removal and sweeping as part of the larger contract for all facilities. Operational and maintenance responsibilities follow the same pattern. Services are managed by a mixture of MTA/LIRR, municipalities and other private entities. Management of security for parking facilities is the responsibility of the municipality or third party operator and building and shelter maintenance and platforms are solely the responsibility of MTA/LIRR. Maintenance and operations are funded by the municipalities and MTA/LIRR.

For amenities, the state is responsible for bike lockers. According to MTA/LIRR, the State Department of Transportation is responsible for all functions related to lockers. News stands, concession stands, and dry cleaning facilities are leased to private companies. MTA police and private alarm monitoring companies are responsible for security. MTA ticket offices and enclosed waiting rooms within station buildings have alarms and motion detectors; platforms are not alarmed. The station doors are set to automatically open and close at specified times. All other amenities are provided by MTA/LIRR.

Three major issues face MTA/LIRR currently. Overcrowding is the key issue with more than 100,000 morning peak passengers who need to drive, park, and ride. Buses and other alternate modes have not been successful. The second issue is access to Grand Central Terminal. MTA/LIRR currently runs through Penn Station but would like to add a connection to Grand Central Terminal as well. Additionally, MTA/LIRR would like to create more intermodal hubs in strategic locations as ridership increases.

MBTA

MBTA has 119 stations in their system and provides service for 142,000 weekday riders in the Boston, Massachusetts area. Staff and ticket sales can only be found in main terminals. Staffing is provided by MBTA and tickets are sold in ticket outlets.

MBTA stations are governed under different arrangements throughout the system. MBTA owns the station facilities and platforms but a mixture of MBTA, local municipalities and other private entities own the parking. Responsibility for the station facilities is assigned through ownership, and lease agreements with municipalities, MBTA, and other private providers. Boarding platform responsibility is assigned through lease agreement with MBTA. Parking responsibility is split among lease agreements with the municipalities, MBTA, and private providers. MBTA manages all services and shares management of only parking maintenance and landscaping with the municipalities. Maintenance and operations are funded by MBTA and parking revenue. MBTA provides all amenities at stations except dry cleaning, security, and storage facilities. Maintenance is the largest issue facing MBTA currently. MBTA tries to standardize maintenance to simplify management and to hire fewer contractors so that responsibilities are clear. It has been the experience of MBTA that towns responsible for maintenance have not provided the same level of maintenance as MBTA. Thus, MBTA often performs these maintenance functions at their own expense contrary to the agreements.

METRA

METRA, located in Chicago, IL, serves 300,000 riders on an average weekday. They have 230 stations, 80 of which are staffed. METRA provides the staffing at all station but 2, where Amtrak provides the staffing. Tickets are only sold at major stations with boardings of more than 1,000 per day. Daily tickets are sold via ticket vending kiosks/machines. METRA does not have ticket vending machines at every station. Other tickets are sold by mail, on the internet, and through employers through WageWorks. WageWorks contracts with companies to provide commuter and other benefits. WageWorks provides METRA transit passes and parking benefits directly to employees on a pre-tax basis.

METRA stations are governed differently throughout the system. Station facilities, platform, and parking are owned by METRA. Additionally, some of the parking is privately owned. Responsibility for maintenance and operations is assigned through lease agreements with municipalities for station facilities, platform, and parking. All services are managed by the local municipalities except for the security and platforms, which are the responsibility of METRA. Maintenance and operations are funded by METRA operating revenues and parking revenues. A mixture of METRA and the local municipalities provide all of the amenities listed in the survey.

METRA and PACE, the suburban Chicago bus system, are working together to find ways to encourage METRA riders to take PACE buses to train stations. Currently 30% of METRA riders take PACE buses to METRA stations.

MTA/MNR

MTA/MNR operates 121 stations in New York (85) and Connecticut (36). This section discusses only the MTA/MNR service in New York State. It serves 224,000 average weekday passengers east of the Hudson River. Forty-one of the stations have ticket agents, including Grand Central Terminal. The stations are staffed by MTA/MNR. Tickets are sold at all the mainline stations. Tickets are sold by an all-day agent, vending kiosk/machines, by mail, and through the internet. The eighteen busiest stations are manned for extended hours and/or on weekends.

The MTA/MNR stations are governed similarly throughout the system. Buildings and platforms are primarily owned by MTA. Parking is owned by a combination of the municipalities and MTA/MNR. MNR owns only approximately one-third of the parking in New York State. MTA/MNR has a Private Parking Operator Program in which a private company provides day-to-day management of parking facilities for MTA/MNR. The responsibilities of the private management company include selling permits, clearing snow, maintaining meters, and customer service. This program also maximizes parking availability by converting permit spaces to metered spaces during seasonal fluctuations in parking demand.

Maintenance and operation responsibility belongs to MNR. MTA/MNR manages all services provided at the stations except parking maintenance, which is split with the municipalities. Maintenance and operations are funded by MTA/MNR. Dry cleaning at one station and telephones at all stations are provided by an outside entity. MTA/MNR provides all other amenities except for bike lockers and storage facilities due to security concerns.

MTA/MNR has a station net leasing program that allows for lessors to provide services to commuters and the local community at MNR-owned stations. Services may include concession stands, dry cleaning, etc. In addition, the net leasing program also provides for specified station maintenance elements.

As part of a comprehensive approach to station access, MTA/MNR's alternative station access programs are an integral part of solving the parking/access issues at MTA/MNR stations. These programs have provided access to stations via bus, shuttle parking, and ferry service. Examples of these programs include the Haverstraw ferry on the Hudson River, bus service to Katonah station from Ridgefield, CT, and shuttle bus systems including the Newburgh/Beacon Shuttle, Dutchess County Loop, satellite parking at Dutchess County Stadium and the new Zipcar program available at several facilities. Two-thirds of MTA/MNR stations have bus service nearby. Eighteen stations have dedicated bus or ferry services that coordinate with train schedules.

NJT

NJT operates 161 stations throughout the state of New Jersey. NJT serves 202,000 average weekday riders. Approximately 45-50 stations are staffed by NJT. Tickets are sold at all stations by ticket agents, vending kiosk/machines, by mail and through the internet.

NJT stations have different governing arrangements throughout the system. Platforms are owned by NJT. Some station buildings have been sold to municipalities, but most are owned by NJT. Parking is owned by a combination of NJT, municipalities and private operators. For station buildings and parking, responsibility for maintenance and operations is assigned by ownership and lease agreements with municipalities and NJT. Platform maintenance and operations falls to NJT. Most all services at the stations are managed by NJT. Parking operations and maintenance is split between NJT, municipalities and private agencies. Security and building maintenance is also split between NJT and municipalities. NJT makes capital improvements funded by parking revenues. Concession, newspaper, and telephone amenities are provided by the municipalities.

Public announcement systems are provided by NJT and dry cleaning services are provided by an outside entity.

SEPTA

In southeastern Pennsylvania SEPTA operates 158 stations with an average weekday ridership of 106,000 people. Seventy-four of the 158 stations are staffed by private contractors. Tickets are sold at staffed stations only. Tickets are sold by on-site ticket agents, vending kiosk/machines, and by mail.

Two governing arrangements exist for SEPTA stations: SEPTA owned and operated and Amtrak owned and SEPTA leased (only about 10 stations). SEPTA owns the station facilities, platforms, and parking except at the stations where they lease these facilities from Amtrak. Maintenance and operations responsibilities are all accomplished with lease agreements with SEPTA. Parking maintenance and operation is all contracted out. SEPTA provides repairs and outside contractors provide major capital improvements. SEPTA also manages all services. Landscaping and cleaning services are contracted out by SEPTA. Maintenance and operations are funded by SEPTA. SEPTA provides waiting areas, rest rooms, storage facilities and bike racks and private contractors provide concession stands, newspaper sales, telephones and storage facilities.

VRE

VRE provides service at 18 stations in northern Virginia. None of the stations are staffed. The three stations shared with Amtrak are staffed by Amtrak. The average weekday system ridership is 15,229. Tickets are sold at all stations at vending kiosk/machines and at ticket outlets.

The governing arrangements differ by station. Station ownership is mixed; VRE, municipalities, CSX and Amtrak all own stations. VRE owns the platforms and the municipalities own the parking. Maintenance and operation responsibility is assigned through VRE lease agreements and the parking responsibilities are assigned through lease agreements with the municipalities. VRE manages all services except for parking facilities maintenance, where the management is shared with the municipalities. Maintenance and operations are funded through operating revenue. VRE provides security and public announcement systems. Outside entities provide concession stands. Only the three stations shared with Amtrak have waiting areas and restrooms. There are no lockers or storage facilities. The majority of the bike racks are maintained by the municipalities.

The critical issue for VRE currently is the struggle with a confusing pattern of management that intrudes on VRE's ability to manage, respond to customer concerns, and set consistent standards.

Review of Parking Operations

In the second half of the survey, participating operators were asked eight questions regarding their parking policies and supply. Again, the surveyed agencies produced diverse examples of parking systems. Appendix B outlines the terminology used in the survey.

Table 11 summarizes the parking data provided by the participating agencies. The distribution of daily parking spaces and permit parking spaces varies greatly from agency, as does the number of free spaces. Only MTA/LIRR mentioned specific use of metered spaces. Parking cost also fluctuates greatly between agencies. Only SEPTA and VRE have uniform costs throughout their systems, all others vary by municipality or other division. VRE charges no parking fees to their riders. Pay stations are the overwhelming choice of all agencies for daily free collection. Parking rates are generally determined by the commuter rail agency, the municipality, or some combination of both. The same situation applies to the recipient of the parking revenue. About half of the agencies surveyed use parking fees to fund the parking operations.

Table 11: Summary Parking Information by Agency

| Commuter Rail Agency | Caltrain | MTA/LIRR | MBTA | METRA | MTA/MNR | NJT | SEPTA | VRE |
|-------------------------------------|----------------------------------|---|------------------------------------|---|--|--|------------------------------|-------|
| # free spaces | 2,170 | 26,540 | total 30,889 | 7,573 | 2,580 | total 50,700 | 8,153 | 6,360 |
| # permit spaces | 400 | 32,326 | | 22,504 | 21,825 | | 3,327 | 0 |
| # fee-based daily spaces | 5,550 | 1,425 | | 50,093 | 12,310 | | 12,750 | 0 |
| # metered spaces | 0 | 4,927 | | 0 | | | 0 | 0 |
| parking restrictions | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No |
| parking cost | permit: \$15/mo daily: \$1.50 | permit: free-\$1,920 daily: \$1-15 metered: \$1-5 | daily: \$2 | permit: \$1/day daily: \$.50 to \$4.00, avg. \$1.25 | permit: \$100-1000/year daily: free-\$7.50 | daily: \$3-5 | permit: \$20/mo daily \$1 | \$0 |
| uniform costs throughout system | No | No | No | No | No | No | Yes | Yes |
| daily parking fee collection | pay stations | pay stations; prepaid scratch-offs; meters | pay stations | pay stations | pay stations | pay stations; mail-in; attendant | pay stations; coin machines | N/A |
| parking rate determined by | commuter rail agency | municipality; commuter rail agency; private | municipality; commuter rail agency | municipality | municipality; commuter rail agency | commuter rail agency; municipality | commuter rail agency | N/A |
| rates used to manage parking system | No | No | Yes | Yes | No | Yes | No | N/A |
| recipient of parking revenue | commuter rail agency | municipality; commuter rail agency; private | municipality; commuter rail agency | municipality | municipality; commuter rail agency; private | commuter rail agency; municipality | | N/A |
| revenue distribution | general fund | general fund; other uses | municipality; commuter rail agency | used to manage system | general fund; some for parking maintenance and improvement | maintenance and operations, surplus for capital improvements | general fund | N/A |

This information is valid for 2004, the year in which the survey was conducted. Data provided for METRA (number of free spaces, number of fee-based daily spaces) from 2002-2003 METRA parking survey.

The following sections detail the parking practices of the surveyed agencies.

Caltrain

Caltrain provides parking in surface lots and in satellite parking lots. Parking is limited to 24 hours. Caltrain has 2,170 free spaces (all south of San Jose); 400 permit spaces in satellite lots; and 5,150 daily spaces in surface lots and 400 spaces in satellite parking lots. Regardless of parking lot location, monthly permits cost \$15 and daily parking costs \$1.50, with exception of stations south of San Jose where parking is free. Daily parking fees are collected through pay stations. Caltrain is responsible for determining the parking rates and structure. Parking fees are not used to manage the parking system. Caltrain receives the parking revenues, which are put into the general fund.

For innovations, five of Caltrain's stations have converted to pay-by-space special permits for station cars. The only overarching issue for Caltrain currently is the use of station cars where commuters leave their cars at their 'off' or 'work' station to drive to work and back to the train station.

MTA/LIRR

Approximately 64,000 commuter spaces are available for MTA/LIRR patrons. Free parking is provided in 25,695 surface lot spaces and 845 private lot spaces. Permit spaces can be found in surface lots (24,325), structured parking area (3,887), private lots (3,012) and in other places (1,102). Daily fee-based parking occurs in surface lots (475), in private lots (931), and in other places (19). Most (4,178) metered parking is in surface lots, but there are 570 metered spaces in structured parking areas and 179 in other places. Metered parking counts include multi-meters. To further break down the parking space counts, 1,221 garage spaces are privately owned, as are 3,567 surface lot spaces.

In surface lots, permits range from free to \$900 per year, daily fees range from \$1 to \$6 and metered spaces range from \$1 to \$5. Also, in surface lots, 1,699 spaces require a daily fee in addition to a permit and 1,340 spaces accept a daily fee in lieu of a permit. In structured parking, permits range from \$10 to \$1,020 annually and metered rates are either \$3 or \$4 daily. Also in structured parking, 340 spaces may be paid daily in lieu of a permit. For private parking lots and garages, permits range from \$390 to \$1,920 annually and daily fees range from \$2.50 to \$15. Also, in private facilities, 2,343 spaces may be paid by the day in lieu of a permit.

Some municipalities restrict parking to residents. This restriction applies to 19,550 spaces. Parking costs are not uniform throughout the system. Municipalities and vendors set their own fees while MTA/LIRR owned and operated facilities are free. Daily parking fees are collected via pay stations, prepaid scratch-offs, and meters/multi-meters. Prepaid monthly and annual permits are also available. Parking rates are not used to manage the parking system. Revenue goes to the municipalities, MTA/LIRR, and private entities. The revenue is used/distributed however each entity sees fit. MTA/LIRR lease revenue goes into the general operating fund.

The MTA/LIRR has a parking program that provides capital funding for municipalities to rehabilitate and expand parking facilities. In exchange, MTA/LIRR receives 50% of net revenue after operating expenses and has limited say in operations and pricing.

MBTA

MBTA has a total of 30,889 spaces. Of these spaces, 26,897 are located in surface lots and 3,992 are located in structured parking. Overnight parking is restricted in MBTA lots. Daily parking is the only type available and costs \$2.00. The cost to park varies at private lots. The costs are uniform at MBTA parking facilities but municipalities are allowed to set their own rates. Daily parking fees are collected at pay stations. Parking fees are set uniformly at MBTA owned lots with the exception that some lots have remained historically free. Municipalities collect and keep revenues from municipally-owned lots. The MBTA uses the services of a private contractor to collect and process the parking fee revenue from the MBTA – owned facilities. The contractor is responsible for enforcement activities pertaining to collection of fees from vehicles which do not pay in advance. The MBTA often refers to the contractor as a “concessionaire” and the parking fees as “a nominal user fee” The contractor is selected on the basis of competitive bidding for a multi-year contract. In addition to commuter rail facilities; the contract also encompasses parking facilities at approximately 24 rapid transit stations. Revenues accrue to the general operating budget.

METRA

METRA stations have 78,429 parking spaces including on-street parking for their passengers. More than 7,500 of these spaces are free (4,138 in surface lots and 3,435 in structured parking). Permit spaces numbering 22,504 exist in surface lots as do 50,093 fee-based daily parking spaces. In general, overnight parking is not allowed. Permits cost \$1 per day and daily fees range from \$0.50 to \$4.00. The average daily fee is \$1.25. Costs are not uniform, they vary by municipality; municipalities determine the parking rate and structure. Riders pay for parking at pay stations where the slot board is the most common variety. However, there are an increasing number of automated pay stations. Parking rates are used to manage the parking system. Municipalities collect the parking revenue and deposit them into the station parking fund. The money from the fund is used to pay for operations and maintenance. METRA operating revenues go into the general fund.

METRA tries to maximize utilization of parking resources by encouraging daily fees. The current policy is to oversell permits based on close monitoring of utilization and seasonal differences. Many towns have waiting lists.

METRA has found that partnering with the communities has proven effective in getting community support. METRA provides funding to build parking facilities and turns the facility over to the community to operate and maintain. METRA and the community work together to create policies regarding parking fees, acceptance of commuters from outside the community, and maintenance. The municipality keeps the parking revenue for maintenance and operation expenses and the surplus is deposited in a reserve fund for future capital improvements. With this financing plan, METRA does not need to reinvest their funds in the parking facility.

Additionally, the State of Illinois provides grants to communities to build parking and operate it for 20 years. After the 20 years the decision is left to the community as to what to do with the land.

MTA/MNR

MTA/MNR has 34,674 parking spaces. The majority of spaces are split between permit spaces (19,641 in surface lots, 2,184 in structured parking) and daily fee-based parking (11,921 in surface lots, 389 in structured parking). MTA/MNR also offers some free spaces: 2,055 in surface lots and 525 in satellite/park & ride lots. Parking restrictions include permits, ADA regulations, day versus overnight parking. Weekend/holiday parking is free at selected stations.

MTA/MNR annual permits range from \$100 to \$1000 in surface lots and approximately \$2/day in structured parking. The daily fee in surface lots ranges from \$2 to \$7.50. Parking is free in offsite park and ride lots and the prices are competitive in private lots. Municipalities charge different rates for residents and non-residents and MTA/Metro-North seeks to establish 'territory rates' based on prevailing rates in the vicinity. Daily parking fees are generally paid via pay stations. A mixture of MTA/MNR and the municipalities determine the parking rates and structure. MNR manages only 40% of all parking at MNR facilities; municipalities and private companies manage 60% of MNR parking and set parking fees at these facilities. Many municipalities structure permit parking rates for residential and non-residential parking, which accounts for the wide range in parking fees.

Parking fees are not used to manage the system. Parking revenue goes to the municipalities, MNR, and private operators. Metro-North revenues go into the general fund and some municipalities use their parking revenues for parking maintenance and improvements.

MTA/MNR has several parking concerns that they are addressing currently. Local support for parking lot expansion is an issue because MTA/MNR does not own all of the parking. MTA/MNR would like to develop a cooperate arrangement with private uses near stations in order to share parking. Finally, MNR is planning establishing more park & rides with connecting bus service to stations where parking expansion opportunities are limited.

NJT

NJT has a combination of surface lots and structured parking that results in a total of 50,700 spaces. The only restriction on parking is for handicapped accessible parking. The daily parking fee ranges from \$3 to \$5. Costs are not uniform throughout the system; different rates are charged to residents and non-residents. Parking fees are collected through pay stations, attendants, and by mail. Parking rates and structure are determined by ownership of the lots and are used to manage the parking system. The owner of the parking lot also receives the revenues. Parking revenues are used for maintenance and operations at the stations. Surplus reverts back to NJT to fund capital improvements or be added to the general fund.

NJT is currently using a state bond to build a 2,000 space garage and retiring debt with parking revenue. They are also in the process of automating their parking lot fee collection. Issues facing

NJT are related to parking pricing. Private lots can adjust pricing based on the market but NJT lot prices are constrained. NJT has also been discussing combining the rail fare and the parking fee into one ticket.

SEPTA

SEPTA provides 24,000 parking spaces system-wide. The largest category of spaces is daily fee-based parking with 11,779 spaces in surface lots and 971 in other lots owned by the City of Philadelphia. Only 3,327 of the spaces are permit spaces located in surface lots. Another 6,553 spaces in surface lots and 1,600 spaces in offsite park and ride lots are free of charge. The only restriction is on overnight parking at about 10 stations. It is allowed with pre-approval at the other stations. Costs are uniform throughout the system at \$20/month and \$1/day. The only exceptions are 3 lots in Philadelphia where SEPTA is trying to encourage use through a \$0.50 fee. Parking fees are collected through pay stations and some coin machines. The parking rate and structure is recommended by SEPTA staff and approved by the SEPTA board. Parking rates are not used to manage the system and revenues go to the SEPTA general fund.

SEPTA has created a parking task force to identify system-wide opportunities for parking expansion. The task force identifies locations and attempts to get community approvals. SEPTA's main concern is inadequate parking supply in suburban areas. They have several new facilities in the plans for the future.

VRE

Parking is provided at 13 VRE stations. All parking is free. There are 5,900 surface spaces and 460 structured parking spaces. There are no restrictions on parking. VRE is currently receiving proposals from developers to provide structured or surface lots near transit stations. One such lot has already been constructed in conjunction with the production of a large residential development.

Survey Summary

The information provided by the eight commuter/regional rail operators gives CDOT a solid idea of how other similar agencies operate and maintain rail stations and parking. As is the situation in Connecticut, most of the surveyed rail operators struggle with different governance arrangements throughout the system. Only MTA/LIRR has uniform governance methods throughout its system and only SEPTA and VRE have consistent parking costs.

Findings and Recommendations

The review of governance practices of the eight selected major commuter rail systems reveals striking similarities in the issues facing commuter rail agencies across the United States. Our analysis of these common issues and the approaches taken by the operators suggests possible strategies for Connecticut to consider for improving management of the New Haven Line stations and parking facilities. It is from these findings that the development of governance options takes final shape and form.

Six of the eight commuter rail agencies surveyed (METRA, SEPTA, MBTA, NJT, MTA/LIRR and MTA/MNR) operate older systems in urban settings similar to the New Haven Line. Many of these systems also share inherited governance systems, which have evolved over time, often dating back to the 1960's, and present many of the same management problems facing CDOT.

Common themes for successful management were expressed in responses received from these operators, which are summarized below:

Simplify and Standardize Governance Arrangements

Many systems have complex patterns of management that have evolved over time. Typically, these patterns involve multiple parties with, at times, unclear or overlapping responsibilities. A confusing pattern of management and responsibilities was identified as one of the critical issues facing the commuter rail systems surveyed. Even for relatively small and newer systems, such as VRE, the involvement of multiple parties in the management of stations and parking facilities has made it difficult for them to manage their facilities, respond to customer concerns, or set consistent standards. Therefore, many of the agencies interviewed have expressed an interest in simplifying and/or standardizing governance of stations and parking facilities.

Maintain Control through Clearly Defined Standards and Responsibilities

While most of the commuter rail systems surveyed own their stations and platforms, in some cases certain stations are owned by municipalities. This is most often the case where municipalities purchased station facilities from financially ailing railroads in order to preserve passenger services and facilities as deemed vital to the municipality. In some cases, the actions of the municipalities preceded the empowerment of state or regional transit agencies to undertake such acquisitions. In these cases, responsibility for maintenance and operation of stations is divided between the operating agency and the municipality. Parking facilities frequently involve more complex arrangements, in which ownership, operation, and maintenance of stations is often divided among the commuter rail agency, municipality, and private parties.

A lack of clearly defined responsibilities posed problems for many of the commuter rail systems surveyed. For example, the MBTA has found that municipalities often do not perform maintenance and snow removal services to the same level of standards as the MBTA. Even in cases where maintenance and snow removal are the responsibility of the municipality, the public perception is that it is the responsibility of the MBTA. This has resulted in the MBTA receiving blame for the lack of performance of these services. In response, the MBTA has taken on responsibility to perform light maintenance and snow removal at some of these stations at its own expense. In terms of public and political perception, this has proven to be a preferable solution, as opposed to attempting to explain the actual delineation of responsibilities.

Provide a Mechanism for Enforcement

Two alternative models for strong management of commuter rail facilities emerge from this task. Each offers the ability to simplify and standardize commuter rail governance practices while

maintaining clearly defined roles and responsibilities. In addition, each provides a mechanism for enforcement, which is a crucial aspect to retaining control.

SEPTA

Under the model developed to manage the SEPTA system, SEPTA either owns and operates commuter rail facilities, or facilities are leased from Amtrak and operated by SEPTA. SEPTA employs staff to provide services, such as plumbing, electrical, HVAC, maintenance and operations at stations and platforms. SEPTA staff also performs major station repairs and some new construction. Maintenance and operation of parking is always contracted out, but SEPTA directly manages all contractors, with the exception of three municipal parking lots.

Parking revenues are not used to manage the parking system. Revenues from parking go into the SEPTA General Fund, which is used for general operating expenses (including station and parking maintenance).

By allowing SEPTA to streamline the management of its facilities, this approach has led to more efficient operations and cost savings.

METRA

Unlike SEPTA, municipalities play an active role in governance of station and parking facilities. While METRA owns station buildings and platforms, eighty of METRA's 230 stations are leased to municipalities. For the past 10 years, METRA has encouraged municipalities to take over operation and maintenance responsibility at station buildings through lease agreements.

METRA has found that this results in lower costs and improved maintenance at stations. For example, METRA may have only one maintenance crew for an entire line and a particular station may receive maintenance 1 to 2 times per week, while a station maintained by a local municipality is likely to receive maintenance more frequently. METRA also finds that municipalities take pride in the appearance of their stations, which are often in a highly visible and central location.

Unlike the MBTA, METRA manages its system through enforceable lease agreements and systemwide design standards. Through master lease agreements, a sample of which is provided in Appendix D, supplemented by specific provisions relevant to the particular station, METRA clearly delineates its legal rights and specifies the responsibilities of the municipality for use of the station facility. System-wide design standards for stations and parking further reinforce consistency among METRA's facilities through uniform standards for parking layout, traffic control, landscaping, and lighting, among others. In addition, METRA enforces the terms of its agreements by having inspection staff visit stations on a periodic basis. This is further reinforced by other METRA employees who perform spot checks while visiting the stations on other business.

Opportunities to Increase Parking at Stations

In addition to issues related to the management of their systems discussed above, many operators cited a need to improve access to stations and increase station parking. Particularly in urban settings, operators are contending with limited available land as well as community resistance to expansion of station parking. Agencies are finding creative solutions that meet the needs of the community while providing additional parking.

By setting in place a clearly defined mechanism, such as a lease or agreement, these approaches not only increase the parking supply at stations, but also enable commuter rail agencies to maintain oversight:

Shared use of facilities: Some operators have had success in developing shared parking facilities near stations. METRA and NJ Transit are among the systems that have joint use plans for off peak use of parking spaces in adjacent schools, churches, and shopping facilities.

Partnering with communities: Many operators have developed programs in partnership with municipalities. These programs range from community task forces to work with the operator to identify land for parking and mitigation plans for expanded parking, to accommodating other modes of access to stations. For example, MNR provides free parking at remote parking lots with free shuttle bus service to the station.

Financing parking facilities: METRA provides funding to municipalities to construct parking facilities which are then operated and maintained by the community. A lease agreement establishes the policies for managing aspects of the facility that METRA wishes to control, such as increases in parking fees, accommodating commuters from outside the municipality as well as insurance and maintenance policies. Municipalities use parking revenues for maintenance and operating expenses, including snow removal and security, and deposit surplus funds in a reserve for major capital expenditures. With this financing plan, the parking facility becomes self-sustaining and METRA does not need to reinvest in the facility after their initial investment. As governance practices are changed and amended, CDOT may consider integrating the above opportunities for expanding parking at stations into the governance structure.

Benefits for CDOT

These findings suggest a model in which the state, through CDOT or another established entity, would exert direct management of facilities.

While change may not be immediate, given longstanding management patterns and policies, even an incremental process of changes would accrue benefits.

Simplify and Standardize Governance Arrangements

- As opportunities arise, clarify responsibilities among parties involved in management;
- Standardize practices to eliminate confusion regarding maintenance responsibilities

Maintain Strong Oversight through Clearly Defined Standards and Responsibilities

- Develop and implement system-wide standards for operations and maintenance of station and ancillary facilities;
- Develop standards for parking layout, landscaping, and lighting which will provide a uniform quality to improve efficiency of maintenance at all stations

Provide a Mechanism for Enforcement

- Provide a mechanism for enforcement either through incorporating responsibility internally at CDOT or enforceable lease agreements as is done at METRA;
- Develop regular inspection program to ensure compliance of operating and maintenance standards.

This approach also has implications in terms of the resources required for the responsible agency. The survey of selected operating agencies did not develop a comparison of staffing and budget resources. It should be recognized that some operators, e.g. NJT, operate the rail services with their own employees, while other operators, e.g. MBTA, utilize the services of a “contract operator” whose responsibilities can include ancillary functions such as maintenance of stations and parking. This analysis has not compared the relative merits and disadvantages of these operating organizations, but any estimate of the costs associated with an expanded CDOT role would likely need to address such concerns.

CHAPTER 5: STANDARDS AND PRACTICES MANUAL

This analysis and evaluation bears in mind that the *intent* of governance of the railroad station and parking properties, and particularly the present State lease arrangements, is that the station and parking operations must be financially sound and self-supporting and have the ability to generate monies that can be used to reinvest in station and parking improvements.

Inherently this intent incorporates *other considerations* such as the business principles of sound management and operations, the protocols of organization, systems and procedures, and other business factors necessary to fulfilling the intent.

Task 1: Protocol for Development of Standards and Practices Manual

In this section, those items that are recommended to be incorporated by CDOT into a Standards and Practices Manual will be identified and defined. This narrative is not intended to serve as a Standards and Practices Manual, but rather to provide the basis upon which one could and should be developed. The items identified are intended to serve as a guide, and provide a minimum standard by which each and every station is operated and maintained.

Regardless of which governance option is selected, there are consistencies of standards and practices that must be complied with in order to bring the stations up to minimally acceptable standards. This is necessary both from a viewpoint of fiscal oversight as well as furtherance of the study goals, which are the engagement of professionalism and enhanced customer service and quality in Connecticut's rail program.

In the physical and operational review of the stations completed as part of the Phase One Rail Governance Study, a lack of consistency in maintaining, operating and accounting for the station buildings and parking facilities was identified station by station. It was these gaps that have led to this as the primary recommendation necessary to correct the current practices. Specifically, this document is intended to be developed as a governance tool that the Connecticut Legislature can use as they look to enhance the rail program and take a systematic approach to managing this valuable statewide resource.

Inconsistencies have been identified in numerous areas of operating procedures, responsibility and accountability, enforcement, reporting, contracts and lease terms, accounting and financial reporting systems, and governance philosophy, and different station by station, as well as on the main and branch lines. Each will be discussed generally, recognizing that each station and the practices by which it is managed has been an individual development.

Consistency of Contracts and Lease Terms

Despite wide variance in the perception of station and parking governance that has been identified, one overriding concern appears to be the lack of consistency between leases from station to station. When CDOT originally assumed responsibility for managing the rail stations and parking for the New Haven Line in the 1980s it needed to do so quickly without additional funds or staff. In order to accomplish this, the towns were asked to manage the stations located

within their municipal boundaries. The result has been wide variance in lease terms, responsibilities, accounting systems, and governance methodology.

Appendix F contains proposed Updated Clauses for a Standard Lease Agreement for CDOT.

Standard Operating Procedures for Stations

Throughout the system there is a lack of comparable requirements and quality standards for all of the lessees. Service quality, maintenance, and identification standards do not exist on the New Haven Line or its branches. Wayfinding signs to the stations and signs at the stations are not standard or in some cases do not exist at all. The same holds for cleanliness and upkeep procedures and requirements. There were no identified standards for the condition of the parking lots, lights, or security.

In general, maintenance service quality is administered by the municipal owner with no prescribed consistency for minimally acceptable performance standards. The parking supply and pricing as well as how the fees are collected lack standardization. Few stations are “state-of-the-art” in terms of parking operations and revenue control.

There are no standard operating procedures for the collection and control of cash and/or permits. There is a lack of documented internal control procedures for parking revenue at most of the stations.

All of these features that lack standardization result in widely variable service and aesthetic quality of the stations. These are critical in the development of standards and enhancement of service quality to customers. The critical elements of these standard procedures and practices are described in the following sections.

Operations

No standard operational model exists for the stations or for the system as a whole.

- Operational decisions are made on a station-by-station basis.
- Parking and maintenance are operated with no consistent standards.
- Cleanliness and upkeep procedures are dependent upon the policies of each individual station manager.
- Structural versus routine maintenance is not defined in the leases and it is unclear what maintenance routines are the municipal responsibility and which ones belong to CDOT.
- There exists no standards of practice for employing an adequate amount of staff or providing security.

The lack of an operational model also relates to the need for the development of specific organization charts and list of responsibilities to help standardize the operation of the system from end to end.

Accountability

Accountability is necessary for efficient operation and management of the stations, as well as for CDOT to ensure enforcement of same. Elements could include the following:

- Annual forms that request the operating procedures of the station
- Reporting chain of command
- Appropriate management contacts, including a checklist with names and/or departments and companies and contact information should be provided.
- Reporting procedures should also be noted.

The accountability table developed earlier will serve as the basis for this recommendation.

Table 12: Example Accountability Chart for each Station

| <i>PROCEDURE / INFORMATION</i> | <i>Responsible Individual Or Organization</i> | <i>Telephone and E-mail</i> | <i>Reports to Whom?</i> |
|---|--|--|--------------------------------|
| Primary Contact | | | |
| Opening and Closing of Station | | | |
| Housekeeping Inside Station | | | |
| Housekeeping Outside Station | | | |
| Daily Maintenance | | | |
| Structural Repairs | | | |
| Preventative Maintenance | | | |
| Landscaping | | | |
| Security | | | |
| Customer Service | | | |
| List all Tenants: 1. 2. 3. | | | |
| Parking Enforcement | | | |
| Parking Permit Issuance | | | |
| Parking Fee Collection | | | |
| Parking Maintenance | | | |
| Financial Information | | | |

Accountability allows for more efficient management of the parking, maintenance, and service management of the stations. This chart demonstrates only the necessity for information on a functional area basis, and should be replaced by the development of an organizational chart of functional responsibility by station.

Standard Management Practices

As with operations, the New Haven Line and branch line stations are each individual stations, with their own set of rules and programs. Two main issues result from the lack of a uniform management protocols:

- No consistent long-term planning
- No central decision making or authority

Each of these issues will be discussed separately in this section. Before getting into those issues, as discussed in the previous section, the lack of standard organizational charts is relevant as part of this discussion as well.

Definitions of management expectations, schedules for performance of duties, requirements for leases with tenants, and managing the stations and parking as discrete cost centers are among the important issues that need to be addressed.

Clearly, improved governance, reporting, financial performance, customer service, and support of the railroad at each of the stations are all dependent upon improved agreements to manage and operate the stations and parking.

Financial Management

Finances are managed in a variety of ways as most stations are included as part of existing municipal departments and as such are included as part of the individual municipal budgets over which CDOT has limited access to information and oversight. These are critical elements to be addressed both as part of the contract terms and conditions and the standards and practices manual development.

CDOT can increase the usefulness of the financial information it receives from its lessees by identifying elements that should be reported and are relevant to the State's governance of the railroad property leases. One specific instance is the inconsistency of how the reported finances were measured either on a modified accrual basis, a full accrual basis or a cash basis. Additionally, the periods of measurement should be consistent. Inconsistent measurement basis or periods among lessee properties distorts comparative financial analysis and affects business decision making.

Financial information should be correlated by underlying non-financial measurements such as square footage, number of parking spaces and other relevant measurements that could be useful in business and economic decision making, particularly as comparative decisions need to be made.

Planning Coordination

The rail system is one part of a multi-modal program of services along the New Haven Line and should be considered an important component in overall strategic planning efforts for the

corridor. CDOT needs to strengthen their ability to manage the rail stations as it relates directly to the service which customers have direct interaction with. With so many players involved in operating and maintaining the system, it is difficult to provide the level of coordination needed to effectively manage customer service as relates to the rail services. This needs to be a priority.

Lack of Centralized Decision Making and Control

All of the items described above relate to the New Haven Line and branches having no standards of any type, with every station operated and managed in a different manner, in addition to lack of comparative or viable financial information. The structure does not permit CDOT to manage its own railroad operations or manage revenue and expenses. Again, this must become a priority.

Establishment of Enforcement and Performance Monitoring

One of the most clearly absent functions was the existence of a program to enforce contracts and leases, day to day operations, and financial expenses and revenues.

Moving forward there needs to be developed a standard program for monitoring performance at each of the stations which is consistent and enforceable. This should include development of regular reporting forms as well as internal staffing changes at CDOT to ensure that regular monitoring and oversight is provided. CDOT should develop a regular inspection program of functions and personnel activities on site at each of the stations.

Governance Philosophy

In general, there are three critical issues which must be addressed as part of the Standards and Practices, regardless of the Management Option which is ultimately selected. These three factors must be considered:

- Best interest of customers
- Adequate responsiveness of station management
- Control and direction of use of finances and revenue

These factors must be non-negotiable outcomes of whatever governance option is ultimately selected.

If the Standards and Practices Manual addresses the suggested topics, then these three factors will have the greatest consideration for success:

Task 2: Suggested Topics Index for Standards and Practices Manual

1. ***Scope of Services for Contractor***
(List of services that Contractor is to provide, with detailed explanations)
2. ***Scope of Services for CDOT***
(List of services that CDOT will provide, with detailed explanations)
3. ***Representations and Obligations of CDOT***
(e.g. responsibility for inspecting premises; responsibility for audits and inspections of books; etc.)
4. ***Classifications, Duties, and Minimal Qualifications of Employees***
(including Organization Chart)
5. ***Financial***
 - Financial Reporting Period*
 - Requirement for Annual Operating Budget (Revenues and Expenses)*
 - Format for Annual Operating Budget*
 - Requirement for Uniform Chart of Accounting*
 - Required Financial Reports and Formats*
 - Revenue Definitions*
 - Revenue Collection and Deposits*
 - Allowable Operating Expenses and Definitions of Expenses*
 - Limits of Expenditures Without CDOT Approval*
 - Allowable Overhead Expenses, Definitions of Overhead, and Cost Accounting*
 - Capital Projects and Required Reporting*
 - Purchasing Requirements*
6. ***Standard Operating Procedures***
 - Public Information and Wayfinding to/at Station*
 - Station Operations*
(hours of operation, procedures for opening and closing, holidays, etc.)
 - Inventory and Care of Existing Equipment*
 - Station Security*
 - Station Maintenance*
 - Parking Facilities, Equipment, and Operations*
(permit process, rates, hours of operation, signs, public information, etc.)
 - Parking Facility Maintenance*
(snowplowing, repair of potholes, entrances and exits, etc.)
 - Station Sub-Leases and Requirements*
 - Reporting Requirements on Parking Use*
 - Marketing, Public Information, and Customer Service*
 - Communications with CDOT*
 - Required Reports and Records (list all reports and their reporting periods)*

CHAPTER 6: DRAFT GOVERNANCE OPTIONS

This section will describe three options for governing the rail stations and parking supporting them. When properly implemented, any of the three options could provide management and financial results that will meet the public's needs for the rail stations and parking. However, each requires a different level of effort to develop initially and monitor over time.

Regardless of the governance option pursued, CDOT should develop a Standards and Practices Manual (S&P) as described in the previous section and it should be followed by any entity governing rail stations and parking. The substance of this manual should be based upon the fact-finding and recommendations resulting from the governance study, and it should contain guidelines for such issues as financial record keeping, information necessary for each local operation, standards for sub-leases, and similar items. If a S&P is created, it will accomplish a great deal in terms of "leveling" the differences among the governance options, since the major problems associated with the passenger facilities will be ameliorated by following the requirements of the S&P – regardless of who is managing the stations.

Each of the recommended governance options assumes the creation and use of a S&P. Although the implementation of the S&P may vary somewhat by option, the goals and guidelines should apply to all three options discussed below.

The three governance options to be explored include:

- Minimal Strategy, in which governance is basically left the same as it is now, but incorporating improved leases and the use of the S&P;
- Memorandum of Understanding (MOU), in which CDOT negotiates with owners of non-CDOT parking to develop standard operations across all facilities, including use of the S&P; and
- State Governance of stations and parking by a single entity, in which the management of all stations and parking (including the purchase of parking CDOT does not now own) is assumed by the state and operated by CDOT either with its own employees, under a contract, or by a created authority.

The three options vary in depth of involvement by CDOT, allowing for a range of solutions and possible negotiation over station and parking operations.

In order to monitor improved leases, MOUs, or full state governance, it would likely be necessary for the state to develop a dedicated operating or oversight division or some similar entity with enhanced monitoring capabilities and perhaps operating capabilities. This could be staffed by CDOT personnel, be managed by a contractor retained to monitor operations and financial issues (similar to Connecticut Transit), or be partially managed by CDOT with a contractor for specific responsibilities.

Criteria to evaluate the various options are provided in this section, and a matrix to assist CDOT in comparing and contrasting the options is included. Prior to implementing one of, or a combination of, the strategies discussed below, it will be necessary for CDOT to rank its policy goals to properly compare the options and select a preferred way to proceed.

Option 1: Minimal Strategy

This option, like its title, takes a minimalist approach to changing the governance of all the CDOT-owned stations. The strategy under this option is to maintain the governance pattern, but to enhance it through the use of the Standards and Practices Manual (S&P) and improved lease agreements. Nothing would change in terms of the stations or parking not owned by CDOT, whether they are privately owned or publicly owned by the municipality or other entity.

Specific components of this option are explained below.

Strengthened and Improved Leases

The majority of the current leases are vague in terms of assigning responsibilities between the State and the municipality. Therefore, maintenance and operating tasks are not implemented consistently, and sometimes not at all. Likewise, responsibilities for financial tasks such as keeping rail service related expenses and revenues separate from municipal accounts, collecting revenues, leasing station space, and similar tasks are not well specified.

Under this option, leases with municipalities would continue under the governance method, but would be re-written and strengthened. This could be accomplished upon renewal dates or upon notice being given from CDOT that a lease is going to be terminated and new lease arrangements established. It will not be possible in some cases where the leases still have in force many remaining years, in which case CDOT may have to negotiate more specifically with some municipalities.

The leases also need to specify that it is mandatory that the municipalities follow the S&P Manual that they will be provided. This manual and its electronic attachments will provide the municipalities with the reporting formats for both financial and operating performance.

Standard Lease Clauses

Standard lease terms should be developed and used with as many municipalities as possible. Again, municipalities with extensive terms may not be amenable to new standard leases in the near future.

Standard lease clauses should include, at a minimum, the following:

- lease period in years;
- options to renew the lease for specified periods of time;
- conditions that warrant termination of a lease;
- procedures for termination by either party;

- a clear delineation of CDOT’s responsibilities regarding the station and the parking;
- a clear delineation of the municipality’s responsibilities regarding the station and the parking;
- conditions under which sub-leases of station space may be made, and requirements for those sub-leases;
- reference to the S&P Manual and the obligation of the municipality to follow the S&P and submit reports (financial, operating, etc.) from it on a regular basis;
- requirements regarding submission of an annual budget, how revenues may be obtained and for what they may be used, authorized expenses and any dollar limits on expenditures, requirements for cost accounting and no mingling of funds with municipal funds, and any other financial requirements as warranted;
- specifications for the parking permit process, approval of parking rates, and equipment used for any cash transactions;
- requirements for signs and public information at stations regarding hours of operation, parking, and any other local operations;
- approved options for station security; and
- requirements for submission of an organization chart, notification procedures, emergency contacts, and regular contacts.

Operating Guidelines

The S&P Manual would contain the guidelines for all operations. The person designated as the municipality’s lead in charge of the station and parking would be responsible, under the lease, for insuring that the S&P guidelines are followed, that all reports are submitted correctly and on schedule, and that all standards for operations are met.

CDOT Considerations

Under this option, it would be necessary for CDOT to implement the following:

- The S&P Manual would need to be prepared and discussions held to ensure that all necessary operating procedures are covered in the Manual.
- The S&P would be referenced and incorporated in the lease as a mandatory set of guidelines for municipal operations. A new lease document would need to be developed, taking into account the recommendations from this governance study, as well as other legal issues inherent in any CDOT lease or agreement. Additional considerations regarding security and emergency procedures might well be an additional consideration for the lease agreements.
- CDOT would need to determine how to monitor municipal performance, both operating and financial. This could perhaps be done with existing personnel whose responsibilities were altered to include the monitoring of monthly reports from the municipalities and analysis of their performance compared to budgeted performance. However, due to the number of leases and new standardized

reporting requirements, it may be necessary to increase or re-assign personnel to adequately monitor the stations and parking.

It is likely that it would not be possible to renew all leases at the same time, so CDOT should anticipate that the leasing period may take months or even a year. There will, no doubt, be some objections to the replacement of rather vague leases with a standardized lease, a Standards and Practices Manual, and regular reporting and monitoring. Some municipalities may decide that the requirements are too strenuous and may opt for not being in charge of the station and parking. CDOT would then need to decide whether to operate such a station with its own employees or to retain an operating company to perform the services under a contract with CDOT.

Option 2: Memorandum of Understanding (MOU)

Under this option, CDOT would improve all leases for state-owned stations and parking, as proposed under the Minimal Strategy. In addition, CDOT would negotiate a Memorandum of Understanding covering all non-state-owned property at stations – either stations themselves or the parking or both. The purpose of this broader approach would be to develop more standardization among the station and parking operations and performance for all facilities being used by rail commuters, as well as providing improved methods of monitoring both performance and finances.

Specific components of this option are explained below.

Strengthened and Improved Leases

New lease agreements for CDOT-owned stations and parking would be developed, just as in the minimal strategy option. There would really be no significant differences in approach for these stations.

Memoranda of Understanding

For the stations and parking not owned by CDOT, a negotiated MOU would form the basis of an agreement. Local entities would still be the operators of the stations and parking, but would share the revenue after expenses. The revenue sharing might vary from station to station, depending upon both circumstances and the negotiated MOU. Those operating the stations would also be subject to the Standards and Practices Manual to guide operations.

This governance strategy would require town-by-town negotiations over the substance of the Memorandum of Understanding. The negotiations might be with the municipality, with an authority operating parking, or even with a private entity. Part of the rationale for the negotiations would be the enhanced and standardized services that would be more desirable to the public, thus improving ridership and use of all facilities, and the efficiency of the operations.

The MOUs would need to incorporate many of the lease clauses regarding terms, responsibilities, reporting requirements, and other standardized issues.

Operating Guidelines

Both the CDOT stations and parking and those covered under MOUs would be required to follow the guidelines of the S&P Manual for operations and reporting. This would be similar to the first option, but covering a wider range of agreements.

CDOT Considerations

The following are considerations for CDOT under this option:

- It is possible, and in some cases likely, that some non-CDOT owned stations or owners of parking will not agree to a Memorandum of Understanding with CDOT. Many of the entities operating parking that serves the stations are doing so at a profit (or in the case of public entities, excess revenue over expenses) and will not believe that an MOU with CDOT enhances their positions.
- The negotiation process itself may take a lengthy period and require considerable time for CDOT representatives to complete all the MOUs.
- Although it may be to the passenger's advantage to negotiate MOUs requiring standardized operations at non-CDOT stations and parking, it might require financial incentives to persuade entities to enter into the MOU agreements. These incentives might cost more than the revenue sharing would yield, and thus CDOT would have to decide whether the advantages of the MOUs were greater than the disadvantages.

Option 3: Single-Entity State Governance

The assumption of all stations and parking (related to rail passenger use) to be operated by a single state entity is by far the most complex of the three options. The state would assume the responsibility of all state owned stations and parking, standardizing the revenue control, enforcement, wayfinding, and other operations. In addition, the state would purchase all commuter rail stations and surface lots (probably not garages) not now owned by the state. These elements would be purchased from municipal, private, or other non-profit entities, varying by town. The state entity may be CDOT, a management agency contracted by CDOT, or a newly created authority.

Property Acquisition

The state entity would need to obtain appraisals of all the properties owned by others, stations and parking facilities alike. A determination would need to be made as to the desirability and/or feasibility of condemnation as a method for acquisition of any of the properties. The purpose of these efforts would be to put all rail stations and supporting properties under the direct management of the state government.

Dedicated CDOT Operating Division

If CDOT were to be the state entity under this option, or a dedicated rail operating division, or a similar type of new office, the entity would manage or oversee the acquisition processes, operate the stations and parking, and monitor performance. This staff could carry out those responsibilities in several ways:

- CDOT could create a new office with a suitable staff complement to perform all operations, ranging from acquisition to eventual operations of the stations and parking. This would require a substantial staff to perform basic station operations (opening and closing, maintenance, housekeeping, enforcement of parking, collection of revenues, etc.) as well as staff for the monitoring and auditing functions.
- CDOT could create a smaller office with specific management responsibilities, but not operating ones. Operations could be subcontracted to one firm that would provide individuals for field operations, ranging from station responsibilities to parking lot enforcement and maintenance. The CDOT office would then need staff to monitor performance and reporting, supervise the contractor, and interact with others in CDOT as required.
- CDOT could operate the stations with CDOT employees, but subcontract specific functions. For example, security at all the stations could be subcontracted to a security company. Likewise, maintenance of both buildings and parking lots could be contracted to a facilities maintenance company. Depending upon the nature of the operation, CDOT's desires in terms of staff, and specific skills, various operating functions could be subcontracted and their performance monitored by a combination of CDOT staff at individual stations and those in more supervisory positions in the Bureau.
- CDOT could contract with local entities (municipalities or other organizations) to operate individual stations. CDOT could either choose to negotiate with towns to be operators through a management contract, or use a private contractor to operate in an individual town or several towns. Decisions would be made on a station by station basis, as opposed to an overall central contract or structure. But ownership and control of all the station elements would be by CDOT.
- CDOT could contract with a single management organization, which would perform all facility and maintenance functions. CDOT would oversee the activities of the management company.

CDOT Considerations

- A major consideration for CDOT is the ability and/or desirability of creating a new office, and what the size of the office should be. It may be difficult to create

the department under present conditions in state government.

- Many state governments are attempting to out-source or privately contract for operations, rather than performing the functions with state employees. CDOT should consider the current trend in Connecticut in this regard.
- Even if CDOT decided to subcontract for many operating functions, a complement of CDOT staff would still be necessary for monitoring the various contracts, as well as the overall performance of the stations and parking.
- Subcontracting for operating functions would require the preparation of specifications, requests for proposals, and a process for the competitive selection of vendors.
- Appraisals for non-CDOT properties could reveal overall acquisition costs that could not be sustained by CDOT, thus hampering the strategy to have all rail-related functions under CDOT's management.
- The acquisition process could prove to be so lengthy if there were not willing sellers, that the perception would be that the end result was not attainable.

As part of this development of this third option of governance, a financial analysis of revenues and expenses was prepared. It is included in this report as Appendix E.

CHAPTER 7: EVALUATION CRITERIA

The above options will be evaluated by CDOT to determine the best recommendation, or combination of recommendations, discussed above to be implemented. The evaluation criteria discussed below assume that a new S&P document will be part of any new governance going forward, and therefore many of the issues associated with the significant lack of performance standards, lease clauses, and common practices are not addressed in these criteria.

The evaluation criteria are necessary for the state or CDOT to appropriately implement a strategy or a combination of strategies. CDOT's policy and priorities will certainly guide the selection process. For example, the cost and/or responsibility of the town versus the State is an overall general policy that is broken down into more specifics in the evaluation criteria discussed below. In considering the criteria, the primary foci would be ascertaining the greatest benefit to the customer and maximizing the efficiency of the service as a whole.

Financial Responsibility

This criterion measures the ability of the governance options to support the overall financial goals and desired practices for the rail stations. As mentioned throughout this study, accountability of revenues and expenses was limited for the majority of the stations for various reasons. The majority of towns lacked specific budget information for the stations and parking because revenues and costs were combined with the town's general budget. Further, responsibilities including, but not limited to, policing, landscaping, maintenance, etc. were not necessarily charged to the State.

Accountability for revenues and expenses is necessary to appropriately audit rail facilities and determine revenues and expenses incurred by towns and/or the State. The needed agreements for operating the stations and parking should have clearly defined responsibilities for cost accounting, revenue and expense control, and auditing. The ability to regularly monitor financial performance and cost accounting is necessary. CDOT should determine how often and what exactly should be reported. The ability to determine net revenues and use them with flexibility throughout the system is a desired characteristic, and one which does not exist today. The new operations should potentially be able to distribute funds throughout the transit system, particularly to stations that do not generate revenue from the parking.

Professionalism

Professional standards of operations could be met under any type of governance strategy, but might be better or easier to accomplish under some strategies more than others. This evaluation criterion is necessary to determine the level of interaction and identify responsibility for the consistent operation of the stations. Clarity of responsibility for operating functions is necessary. This can be achieved by identifying specific tasks from changing the light bulbs to paying for striping.

Supervision of activities specified in operating standards should be noted as well. It could be one position at CDOT or a new office. It varies from strategy to strategy. Over time it could develop

into a larger operation strategy. This supervision entity would monitor the operating procedures against operating standards whether it be with a town, within CDOT, with a newly created state entity, or contracted out to a vendor. Regular reporting on identified criteria in a standardized manner for all stations will offer such information for this supervision entity. CDOT would determine how often the reports should be made and what exactly should be included in the reports.

Support of the Transit System

Ability of governance options to support the overall goals of the transit system is significant for analysis of the transit system as an entity versus the operations of independent stations. The policy goals for the service will be reflected in the evaluation of the strategies.

The promotion of ridership through quality of physical facilities and customer service is discussed in more detail below, but should be considered in the quality of the overall transit system. Accountability for resources (documentation, record keeping, allocation of resources to various stations) is the most significant aspect of this evaluation criteria. Currently, there is little documentation available from many of the towns. With uniform reporting, as mentioned in financial responsibility, that identifies contacts, chains of command, responsibilities, etc., this can truly unify the transit system.

Capability for upkeep and maintenance for stations and parking is significant for support of the transit system. In many towns, the capabilities for these functions are unclear. The comparability for monitoring and evaluation performance of the overall system, as well as individual stations, should be evaluated as well. This could include the performance evaluation of the stations, but could be expanded to wayfinding, revenue control, signs, permits, etc.

Customer Service

Customer service goals and objectives should be met by each strategy and vary in their implementation. Customer service goals and objectives must be well defined to accurately evaluate the strategies on this ability. The operations' responsiveness to local schedules, circumstances, and preferences should be met. Clear lines of authority and responsibility should be implemented, and should be transparent to the customer. Customers should know who to contact for complaints and information. As defined earlier in the Support of the Transit System section, it is necessary to identify who is responsible for what and this is true for customer service as well.

Adequate financial resources and staffing/process are necessary for station and parking upkeep. This, of course, varies from station to station. Some stations do not charge for parking since the ridership does not warrant it, and some stations are currently in need of more repairs than others. Therefore, rational parking fees may be a consideration based on local circumstances, rather than uniform across the stations.

Evaluation of the comparability of stations for consistency of use by customers using more than one station is another criterion that blends with the support of transit. Standardization of all

parking (mentioned earlier) is necessary for customers to appropriately choose a station that best suits their needs based upon service, and similar payment methods, hours of operation, guidance, and services will ultimately enhance service and customer interest.

Table 13 was developed to incorporate a series of criteria, both qualitative and quantitative, for consideration in the implementation phases of this study.

Table 13: Evaluation Criteria Matrix

| Criteria | Questions | Option 1: Minimal Strategy ISSUES TO BE CONSIDERED | Option 2: Memorandum of Understanding ISSUES TO BE CONSIDERED | Option 3: State Governance ISSUES TO BE CONSIDERED |
|---|---|--|---|---|
| Financial Responsibility | | | | |
| Accountability for revenues and expenses | <ul style="list-style-type: none"> ■ Will procedures associated with cash and permit control be adequate and safeguarded? ■ Will expenses be documented and assigned to required cost categories for comparisons locally year-to-year and with other stations? ■ Will record keeping be adequate and accurate for assignment of costs, documentation of revenues and sources, and expenditures? ■ Is the structure capable of sustaining a cost accounting approach to parking and station management? ■ Do procedures and processes leave a clear audit trail for reconciliation of both revenues and expenses? | <ul style="list-style-type: none"> □ If municipalities follow the Standards and Practices Manual, procedures and record keeping will be specified and should meet State’s requirements. □ It will be difficult for some municipalities to deal with cost accounting, since they use municipal employees for undefined periods at stations. They have not assigned employees for specific percentages of time. □ Some municipalities may consider the burden of record keeping more than they want to or can assume. | <ul style="list-style-type: none"> □ Issues associated with Option 1 are also found here for the State owned stations and parking. □ Some entities may not want to enter into MOUs because of already desirable circumstances, or a lack of readiness to adhere to new S&P requirements. □ The more entities that State must monitor and audit, the greater the burden on State staff to manage the rail and parking system. | <ul style="list-style-type: none"> □ State total operations could make all procedures and monitoring uniform, and thus easier to accomplish with fewer staff. □ All bookkeeping and financial functions could be uniform and under State ’s governance. □ Using sub-contractors would complicate the monitoring and would require staff to audit performance and compliance. □ Contracts for management at individual stations would increase time and effort needed for monitoring, similar to Option 2. |
| Clearly defined responsibilities for cost accounting, revenue and expense control, and auditing | <ul style="list-style-type: none"> ■ Is there an organization chart that clearly documents financial responsibilities and individuals for each station? ■ Will responsibilities for station and parking activities be clearly separate from other similar municipal activities? ■ Is the organization capable of following the Standards and | <ul style="list-style-type: none"> □ Many municipalities would need to substantially alter their station and parking operations to comply with responsibility definition, compliance with S&P, and reporting requirements. □ For municipalities with low ridership and no parking revenue, enhanced contracts | <ul style="list-style-type: none"> □ There is likely to be less uniformity in the stations and parking not owned by State, since MOUs will need to be individually negotiated and likely will not be alike from instance to instance. | <ul style="list-style-type: none"> □ State operations could ensure uniformity across all the stations and parking. □ Subcontracts would need to be negotiated to obtain uniformity, and some companies might be reluctant to be required to report data on a format not their own. |

| | | | | |
|---|---|--|---|---|
| | Practices Manual and reporting financially as required? | and S&P may be more than they can handle or will want to address. | | |
| Ability to regularly monitor financial performance and cost accounting | <ul style="list-style-type: none"> ■ Will the organization responsible for the station and parking be able to produce the required reports on a timely manner? ■ Will the organization be able to submit reports on an electronic form in order to allow easy comparison to previous performance and other station performance? ■ Is there sufficient supervision overall to ensure correct reporting? | <ul style="list-style-type: none"> □ For small stations and parking facilities, it is likely to be more difficult to have staff available to prepare reports. □ Some of the municipalities may not be able to dedicate staff to prepare electronic reports. □ Part-time supervision will be more likely than full-time supervision due to the nature of municipal operations. □ State will likely need to provide both support and consistent oversight. | <ul style="list-style-type: none"> □ All issues under Option 1 will apply in this option as well. □ Terms in the MOUs will be necessary to ensure compliance and reporting from a wider variety of organizations under this option. | <ul style="list-style-type: none"> □ State staff would be reporting if State operated all the stations. □ It is likely that contractors also would be able to submit electronic reports documenting expenses in a cost accounting manner. □ Monitoring of State staff and operations would be simpler than monitoring of State operations and subcontracts for specific functions. |
| Ability to determine net revenues and use them with flexibility throughout the system | <ul style="list-style-type: none"> ■ Will the organization be able to produce net revenue? ■ Will individual station needs be able to be articulated and thus entered in a queue for funding? ■ Will agreements allow the net revenue from one station to be used at other locations? | <ul style="list-style-type: none"> □ Some stations and parking may not generate revenue, unless standards across all the stations promote paid parking regardless of ridership. □ New leases must specify that net revenue does not “belong” to the station that produces it, but rather to the “rail system”. | <ul style="list-style-type: none"> □ MOUs may require concessions and may not produce as much net revenue as other facilities. □ Since ownership will likely remain with a number of separate entities, determining maintenance needs and priorities may be more complicated under this option. | <ul style="list-style-type: none"> □ State’s ability to identify net revenue and use it flexibly is enhanced if it operates all the stations. □ Conversely, State staff would probably be more costly than local staff or municipal operations, and thus net revenue might be reduced. |
| Professionalism | | | | |
| Clarity of responsibility for operating functions | <ul style="list-style-type: none"> ■ Does the governance option foster clear and efficient responsibilities for operating functions? ■ Will multiple documents be necessary to define operating | <ul style="list-style-type: none"> □ Many municipalities have not had anyone “in charge” of all functions, and they would need to change their approach to meet this goal. □ Many of the station and/or | <ul style="list-style-type: none"> □ Responsibilities will be more fractured due to various MOUs in addition to the leases with the municipalities. | <ul style="list-style-type: none"> □ If State operates all facilities, operating responsibilities should be very clear. □ If State subcontracts functions, multiple documents will be necessary |

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|---|---|---|---|--|
| | responsibilities? | parking operations are too small to warrant an operating organization devoted just to the station and parking. | | to define the responsibilities of all the entities and how they are to work together. |
| Supervision of activities specified in Standards and Practices Manual | <ul style="list-style-type: none"> ■ Will the governance option promote close supervision to meet the guidelines in the S&P Manual? ■ Will operating activities be professionally accomplished in a similar manner in all stations? | <ul style="list-style-type: none"> □ Even with the S&P Manual, there will likely be considerable variation in how municipalities operate the stations and parking, based upon their own governance, departmental responsibilities, size of the station and parking operations, ability to support staff financially, and local custom. | <ul style="list-style-type: none"> □ Various MOUs and the leases, even with the S&P Manual, will likely result in variations in operations across the stations. □ The MOUs may not be able, in all cases, to promote comparable operations, | <ul style="list-style-type: none"> □ State’s operation of all stations and facilities would promote similar approaches and operations in all locations. □ Likewise, if some functions are subcontracted but are all carried out across all stations (e.g., contracted security but similarly delivered regardless of the station), consistency is likely to be achieved. |
| Regular reporting on identified criteria in a standardized manner | <ul style="list-style-type: none"> ■ Will reporting requirements be clear for those required to fulfill them? ■ Will the governance option foster an organizational structure adequate for regular reporting? | <ul style="list-style-type: none"> □ Leases and the S&P Manual will make reporting requirements clear. □ Unless municipalities identify a person clearly in charge and a reasonable organization chart, it will be difficult to support regular reporting. | <ul style="list-style-type: none"> □ Leases and the S&P Manual will make reporting requirements clear. □ It may be more difficult to obtain regular reporting from those entities operating under an MOU. | <ul style="list-style-type: none"> □ Both State and firms that would be potential subcontractors are experienced in performance reporting, and both would have organizational structures capable of performing the necessary analysis and reporting. |
| Monitoring of operating procedures against operating standards | <ul style="list-style-type: none"> ■ Does the governance option develop a monitoring entity to evaluate performance against standards? | <ul style="list-style-type: none"> □ State would need to develop new monitoring processes and capabilities to deal with the new reports specified in the leases and S&P Manual. | <ul style="list-style-type: none"> □ State would need to develop new monitoring processes and capabilities to deal with the new reports specified in the leases, MOUs, and S&P Manual. | <ul style="list-style-type: none"> □ State would need to develop new monitoring processes and capabilities to deal with the new reports specified in the leases, MOUs, potential subcontracting agreements, and S&P Manual. |

| Support of Transit System | | | | |
|---|---|--|--|---|
| Promotion of ridership through quality of physical facilities and customer service | <ul style="list-style-type: none"> ■ Will the operating entity have the capability to enhance customer service? ■ Will the governance option lead to improved maintenance of facilities? | <ul style="list-style-type: none"> □ It will be difficult for small municipalities or for those operating small stations or parking to devote staff to enhancing customer service. □ Stations with free parking will have no resources for enhancing physical facilities or service. | <ul style="list-style-type: none"> □ Issues in Option 1 will be issues under this Option also. □ MOUs with various entities may make it more complex to specify levels of customer service across all stations and supporting parking. □ Revenue sharing could help to enhance stations with needs. | <ul style="list-style-type: none"> □ If State is operating all facilities, monitoring for physical conditions and customer service should be easier and more effective. □ Central staff that are used across numerous stations (e.g., State staff that conduct customer surveys at all stations; maintenance staff that continually rotate through all stations to check physical conditions) will be more effective at monitoring that will part-time staff only occasionally at locations needing monitoring. |
| Accountability for resources (documentation, record keeping, allocation of resources to various stations, etc.) | <ul style="list-style-type: none"> ■ Will the governance option promote accountability and will the operating entities be able to support accountability functions? ■ Will transit system revenues and expenses be separately kept from other accounts? | <ul style="list-style-type: none"> □ While cost accounting will be part of the S&P requirements, it will be more difficult for municipalities to accomplish due to the nature of municipal staff (part-time or only when needed) used to accomplish functions at stations and parking. | <ul style="list-style-type: none"> □ Issues in Option 1 will be issues under this Option also. □ MOUs may not be able to be uniform in requiring documentation and reporting from the various entities that own other facilities. | <ul style="list-style-type: none"> □ If all stations and supporting parking are under State management and operations (either directly or with some subcontractors), accountability and separate accounting should be the easiest under this option. |
| Capability for upkeep and maintenance for stations and parking | <ul style="list-style-type: none"> ■ Will the governance option insure comparable maintenance and upkeep across the transit system? ■ Will the governance option financially support appropriate levels of maintenance and upkeep? | <ul style="list-style-type: none"> □ Comparable maintenance and financial support for it will be more difficult with municipalities individually operating stations and parking. | <ul style="list-style-type: none"> □ The MOUs will have the positive function of bringing related stations and/or parking under the same management (although negotiated), but will bring the negative aspects of trying to enforce comparable | <ul style="list-style-type: none"> □ Whether State maintains facilities directly or through a subcontract, system-wide inspections and activities of the same staff will promote comparability. The ability to use funds flexibly within the system will allow the support |

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| | | | maintenance across even more entities and their facilities. | of maintenance at stations that generate no revenue. |
| Comparability for monitoring and evaluating performance of the overall system, as well as individual stations | <ul style="list-style-type: none"> ■ Will data be kept in a similar manner to allow comparison across stations? ■ Will measures of customer satisfaction be made? | <ul style="list-style-type: none"> □ The S&P reports will allow comparisons across stations. □ It will be more difficult to use individual municipalities and their operations to measure customer satisfaction. | <ul style="list-style-type: none"> □ The S&P reports will allow comparisons across stations. □ However, it may not be as effective to obtain the reports under MOUs, which are to be negotiated. | <ul style="list-style-type: none"> □ State will be preparing reports from all stations, or its contractor will be preparing reports according to the S&P. □ If State opts for contracting individually with various stations, obtaining comparable data may be more difficult, and may be more similar to the issues in Option 1. |
| Ability to apply governance method to all stations over time to promote consistency | <ul style="list-style-type: none"> ■ Will all stations and supporting parking be under the same operating entity? | <ul style="list-style-type: none"> □ Every station will be under a different operating entity. | <ul style="list-style-type: none"> □ Every station will be under a different operating entity, and others will be under different MOUs. | <ul style="list-style-type: none"> □ Only if State is the operating entity will all stations and supporting parking be under the same entity. □ Subcontracting for some functions will affect State control, but monitoring of the contracts should ameliorate any difficulties. |
| Ability to standardize all parking (regardless of ownership) at individual stations | <ul style="list-style-type: none"> ■ Will it be possible to standardize permits, payment methods, wayfinding, and public information regarding parking? | <ul style="list-style-type: none"> □ Individual municipalities have been operating under their own conditions, with different processes, permits, signs, and public information. Promoting standardization will take time, funding, and meetings to explain the purpose and procedures. State will need to define these issues to incorporate them within the new leases. | <ul style="list-style-type: none"> □ In addition to dealing with municipalities on these issues, State will need to coordinate them all with those organizations using the MOU as well. | <ul style="list-style-type: none"> □ The easiest way to standardize all of these conditions is through State operations of all stations and parking. □ However, were State to hire an operating company, all changes could also be made at the same time. □ State contracting individually with some municipalities would complicate the process of standardization. |

| Customer Service | | | | |
|---|--|--|---|--|
| Operations responsive to local schedules, circumstances, preferences | <ul style="list-style-type: none"> ■ Will the operating entity have the resources to continually obtain data to remain responsive? ■ Will individuals be in place at stations or otherwise available to provide customer service? | <ul style="list-style-type: none"> □ It will be difficult to implement customer service in some stations except for the early morning and late afternoon hours when the stations have personnel present. □ The requirement for an organizational chart and contacts for customer service or emergencies should help to foster better customer service. | <ul style="list-style-type: none"> □ In addition to the issues shown in Option 1, the same issues will apply to any organization with which State negotiates an MOU. | <ul style="list-style-type: none"> □ Any kind of centralized customer service capability would be easier to implement with State management. |
| Clear lines of authority and responsibility, transparent to customers | <ul style="list-style-type: none"> ■ Will customers be able to easily determine who is in charge and how to contact them? ■ Will someone be available during typical business hours to hear customer issues or receive them via internet connection? | <ul style="list-style-type: none"> □ The S&P Manual will specify how public information about station and parking operations are to be expressed to the public. □ Due to the limited staffing (and ridership) at some stations, customer services are likely not to be available throughout the day. | <ul style="list-style-type: none"> □ The S&P Manual will specify how public information about station and parking operations are to be expressed to the public. □ Similarly, the MOUs will specify these same issues, although negotiations may result in some differences from entity to entity. | <ul style="list-style-type: none"> □ The ability to have customer service available by telephone or e-mail is higher with State operations and management, since the coverage could be for all stations collectively, rather than individually as would be the case in Options 1 and 2. |
| Adequate financial resources for station/parking upkeep | <ul style="list-style-type: none"> ■ Will adequate resources be available for all stations to maintain their facilities to a state standard? | <ul style="list-style-type: none"> □ Improved operating procedures, standards, and record keeping should enhance overall revenue. | <ul style="list-style-type: none"> □ Improved operating procedures, standards, and record keeping should enhance overall revenue. | <ul style="list-style-type: none"> □ State's ability to fine-tune operations and rates as the overall manager/operator could enhance revenues more than the other Options. |

| | | | | |
|--|--|---|--|--|
| <p>Adequate staffing/process for station/parking upkeep</p> | <ul style="list-style-type: none"> ■ Will suitable staffing be available for station and parking maintenance? ■ Will staff be able to respond to customer-identified needs? | <ul style="list-style-type: none"> □ The part-time nature of most municipal employees working with stations and parking facilities hinders both maintenance standards and customer service. | <ul style="list-style-type: none"> □ The part-time nature of most municipal employees working with stations and parking facilities hinders both maintenance standards and customer service. □ Individual MOUs may result in the same limited staffing at non-state facilities as is found with municipalities. | <ul style="list-style-type: none"> □ The ability of State to have full-time staff that can be allocated to various stations as needed for maintenance would be an advantage of this Option. □ Centralized staff could also be available to respond to customer needs via telephone or internet. |
| <p>Comparability of stations for customers using more than one station</p> | <ul style="list-style-type: none"> ■ Will it be possible to standardize operating procedures and information? ■ Will the governance option allow for a State “branding” of all stations and parking? | <ul style="list-style-type: none"> □ New leases and S&P Manuals will need to specify some standardization, but it may be difficult to achieve State “branding” and comparability given local control. | <ul style="list-style-type: none"> □ New leases and S&P Manuals will need to specify some standardization, but it may be difficult to achieve State “branding” and comparability given local control. □ Adding the MOU agreements is another layer of operators to work with on standard procedures and information; plus, some of these issues could be the subject of significant negotiation depending upon the location. | <ul style="list-style-type: none"> □ Standardization and “branding” of the stations and parking in similar manners would be easier to accomplish under one management/operations format. |
| <p>Rational parking fees for local circumstances</p> | <ul style="list-style-type: none"> ■ Who will determine parking fees? ■ Will fees be the same for all parking supporting a local station? ■ Will the fees support all stations? | <ul style="list-style-type: none"> □ With leases to municipalities, State would only influence the fees on State owned parking facilities. □ Fees will not support all stations unless those lots currently not charging begin to charge for parking. | <ul style="list-style-type: none"> □ The MOUs could allow for standardization of parking rates at individual stations, provided this is a negotiable issue with those that own the facilities. □ The MOUs could help to generate adequate revenue to support parking across all the stations if excess revenue were pooled. | <ul style="list-style-type: none"> □ State could use all revenue above expenses flexibly to provide support for all stations, and to upgrade maintenance on a priority basis. □ The ability to change fees expeditiously would be enhanced by the centralized nature of the management/operations. |

Appendix A: Survey Form



CDOT Rail Station and Parking Governance Study

Date _____

GENERAL INFORMATION

The Connecticut Department of Transportation is in the process of evaluating its governance policies for state owned commuter rail stations and parking facilities. As part of the study, we are contacting commuter rail systems to learn about their governance practices.

I. Commuter Rail Information

System Name: _____

Street Address: _____

City: _____ State _____ Zip Code: _____

Contact Person: _____

Street Address: _____

City: _____ State _____ Zip Code: _____

Telephone: _____ FAX _____ Email: _____

1. How many stations are in your system? _____

2. What is the average weekday ridership on the system? _____

3. How many stations are staffed? _____

4. Who provides the staffing?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Other (Specify) _____

5. Are tickets sold at the stations?

- Yes, at all stations
- No, only at major stations

6. How are tickets sold? (Please check all that apply)

- Ticket agent on site all day
- Ticket agent on site only during peak
- Ticket vending kiosk/machine
- Ticket outlets
- Ticket by mail
- Other (Specify) _____

7. Are all your stations governed uniformly, or are there different arrangements among them?

- Uniform
- Different arrangements

In answering the following questions, please help us understand the(se) governance policy(ies) that you use.

8. Please indicate who owns the following:

| | Station buildings/ shelter | Boarding platforms | Parking |
|--------------------------------|-------------------------------|--------------------------|--------------------------|
| State/other Public Agency | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Municipality | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Commuter Rail Agency/Authority | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Privately Owned | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | _____ | _____ | _____ |

9. How is maintenance and/or operation responsibility assigned?

| | Station buildings/ shelter | Boarding platforms | Parking |
|--|-------------------------------|--------------------------|--------------------------|
| Ownership | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with municipality | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with Commuter Rail Agency/Authority | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with Private providers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | _____ | _____ | _____ |

10. Who manages the following services?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Privately Owned | Other |
|--------------------------------|--------------------------|--------------------------|--------------------------------|--------------------------|--------------------------|
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Station Building Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shelter Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Boarding Platforms | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Operations | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Facilities Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Landscaping | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lighting | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning Services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Signage | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | | | | | |

11. How are maintenance/operations funded?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Parking revenue
- Other (Specify) _____

12. What amenities are available at the rail stations and how are they provided?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Other |
|----------------------------|--------------------------|--------------------------|--------------------------------|--------------------------|
| Waiting Area | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rest Rooms | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dry Cleaning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Concession Stand | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Newspaper Sales | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Telephone | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Public Announcement System | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Storage Facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bike Racks/lockers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | | | | |

13. How is parking provided for the rail system? Spaces should reflect total system, not station specific. (Check all that apply)

| | Number of Spaces Free | Number of Spaces Permit | Number of Spaces Daily Fee | Number of Spaces Metered |
|-----------------------------|-----------------------|-------------------------|----------------------------|--------------------------|
| Surface Lot | | | | |
| Structured (garage) Parking | | | | |
| Satellite Parking Lots | | | | |
| Park & Ride with Shuttles | | | | |
| Private lots | | | | |
| Other | | | | |

14. Are there restrictions on parking?

- No
 Yes (explain) _____

15. What is the cost to park?

| | Permit | Daily Fee | Metered |
|-----------------------------|--------|-----------|---------|
| Surface Lot | | | |
| Structured (garage) Parking | | | |
| Satellite Parking Lots | | | |
| Park & Ride with Shuttles | | | |
| Private lots | | | |
| Other | | | |

16. Are costs uniform throughout the system?

- Yes
 No Explain _____

17. How are parking fees collected?

- Windshield envelops
 Pay stations
 Prepaid scratch-offs
 Vouchers
 Other (Specify) _____

18. Who determines the parking rate and structure?

| | Permit | Daily Fee | Metered |
|--------------------------------|--------|-----------|---------|
| State/other Public Agency | | | |
| Municipality | | | |
| Commuter Rail Agency/Authority | | | |
| Privately lot/garage owned | | | |
| Other (specify) | | | |

19. Are parking rates used to manage the parking system? (i.e. lower rates where a surplus of parking exists; higher rates where parking demand is high)

Yes No Use the lines below for any comments.

20. Who receives the parking revenues?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Other (Specify) _____

21. How are the parking revenues used/distributed?

22. Is there anything about your Rail Station and Parking Governance that is innovative or unique compared to other Rail Systems?

23. What are the critical issues/concerns for Rail Station and Parking Governance that your system is addressing? How are you addressing them?

Appendix B: Survey Terminology

Parking Facility Types

Surface Lot – a parking facility, typically paved, located contiguous to the station building or platforms. Access to / from public roadway is by curb cut or driveway. Parking spaces are usually identified by striping and sometimes by numbering. Numbering is required for some payment systems.

Structured (Garage) Parking – A multi-level parking facility located contiguous to the station. The structure may be of sloped floor ramp design. Stairways and elevators are part of the structure. Payment facilities are typically incorporated as part of the entrance / access gate control

Satellite Parking Lot – a “surface lot” which is associated with the rail station operation, but which is not contiguous to the station area. Access to and from the station buildings and platform requires walking via public streets and sidewalks. The upper limit of acceptable walking distances is considered to be in the range of ¼ mile; however walking connections of up to ½ mile can be found

Park & Ride with Shuttles – a satellite parking lot situated a sufficient minimum distance, typically from ¼ to ½ mile, from the rail station building and platforms so as to warrant a shuttle service. The shuttle service typically is operated with small-passenger van or buses, with capacities in the range of 16 to 20 passengers. Typically no fare is charged and the shuttle operates with “closed doors” between the train station and the satellite parking lot. In some instances a rail ticket or monthly seasonal pass may be required to be shown to the shuttle driver when boarding the shuttle. Note: if the shuttle services are intended to be operated with full size transit buses (40 foot length) or intercity type coaches (45 foot length) then the satellite lot and station access roadways must be designed for the associated turning radius and clearance requirements

Private Lots – parking facilities, typically surface lots accessed from local streets, which are owned by private entities but which are available for use by rail passengers. Parking rates, hours of operation and overnight / long-term parking policies at such facilities are not necessarily intended to accommodate the specific needs of rail passengers. As identified in the survey, these parking lots are situated within ¼ mile of the rail stations.

Other – any other identifiable parking sites, primarily encompassing on-street parking, approved use of commercial sites (mostly side lots at automobile repair businesses) and approved use of designated parking spaces at commercial / retail establishments.

Parking Fee Collection Tools

Windshield Envelopes – Moisture-resistant envelopes, placed on the windshields of parked vehicles. Envelopes are placed on the vehicles by parking facility staff, typically during a single mid-day “sweep” of the parking facility. Upon returning to their vehicle, the passenger places the exact amount to the parking fee in the envelope, seals the envelope and then places the envelope in a secure deposit facility at the parking facility. Alternatively, the envelope is mailed to an identified address for processing, although such a regimen is not typical. Payment deposited in the envelope is usually required to be “cash only” although some operators will also accept checks for payment.

Pay Stations – Free-standing weather-proof structures consisting of a series of individual slots, arranged in a numbered matrix-fashion on a large flat-faced panel, which are capable of accepting coins and dollar bills. The slots are numbered to correspond to individual numbered parking spaces. Upon parking at the facility, the passenger then proceeds to the pay station and deposits (inserts) the cash fee into the appropriate slot. During a mid-day sweep of the parking facility, staff retrieves the payments from the pay station and check the facility for vehicles that occupy spaces for which payment was not submitted. Any such “non-payment” vehicles are then ticketed or have a payment envelope placed on the windshield. Fines and surcharges for non-payment vary. During situations when snowfall obscures the parking space numbers on the parking lot surface, payment is either waived or envelopes are placed on the vehicles with payment to be then to be deposited in the pay station slots.

Pre-Paid Scratch-off - A pre-purchased printed medium that provides for advance payment of multiple days of parking, sometimes at a discount from the established daily rate. Upon “occupying” the parking payment is then accounted for by scratching off one of a series of spaces on the card.

Vouchers – A printed medium presented in lieu of cash payment, typically on a daily basis.

Others – pre-paid monthly or annual passes or permits are traditionally printed media displayed on the windshield of the vehicle. Recent utilization of gate control access, most typically at parking garage, allows for the use of electronically encoded passes. Various forms of parking meters are used to collect cash payments. This is an alternative to the use of a pay station arrangement. Parking meters, which accept pre-paid debit-type cards for payment, are now available for deployment.

Appendix C: Completed Surveys



CDOT Rail Station and Parking Governance Study

Date May 9, 2004

GENERAL INFORMATION

The Connecticut Department of Transportation is in the process of evaluating its governance policies for state owned commuter rail stations and parking facilities. As part of the study, we are contacting commuter rail systems to learn about their governance practices.

I. Commuter Rail Information

System Name: Caltrain

Street Address: 1250 San Carlos Avenue

City: San Carlos State CA Zip Code: 94070-1306

Contact Person: Janet McGovern

Street Address: same

City: _____ State _____ Zip Code: _____

Telephone: 650-508-6356 FAX 650-508-9919 Email: _____

1. How many stations are in your system? 34

2. What is the average weekday ridership on the system? 26,000

3. How many stations are staffed? 8

4. Who provides the staffing?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority (**Amtrak, the contractor, provides staff**)
- Private
- Other (Specify) _____

5. Are tickets sold at the stations?

- Yes, at all stations (**very few exceptions**)
- No, only at major stations

6. How are tickets sold? (Please check all that apply)

- Ticket agent on site all day
- Ticket agent on site only during peak
- Ticket vending kiosk/machine
- Ticket outlets
- Ticket by mail
- Other (Specify) **Employers**_____

7. Are all your stations governed uniformly, or are there different arrangements among them?

- Uniform
- Different arrangements

In answering the following questions, please help us understand the(se) governance policy(ies) that you use.

8. Please indicate who owns the following:

| | Station buildings/ shelter | Boarding platforms | Parking |
|--------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| State/other Public Agency | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Municipality | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Privately Owned | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | _____ | _____ | _____ |

9. How is maintenance and/or operation responsibility assigned?

| | Station buildings/ shelter | Boarding platforms | Parking |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| Ownership | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with municipality | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Lease Agreement with Private providers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | _____ | _____ | _____ |

10. Who manages the following services?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Privately Owned | Other |
|--------------------------------|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Station Building Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shelter Maintenance N/A | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Boarding Platforms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Operations | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Facilities Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Landscaping | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lighting | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning Services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Signage | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | <u>Caltrain uses contractors and subcontractors for security, parking, and landscaping.</u> | | | | |

11. How are maintenance/operations funded?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Parking revenue
- Other (Specify) Leases

12. What amenities are available at the rail stations and how are they provided?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Other |
|----------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| Waiting Area | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rest Rooms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dry Cleaning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Concession Stand | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Newspaper Sales | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Telephone | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Public Announcement System | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Storage Facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bike Racks/lockers | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | | | | |

Majority of stations have phones, PA's, bike racks or lockers, and the two terminals have concessions and restrooms. Most stations have news boxes; terminals have newspaper sales.

13. How is parking provided for the rail system? Spaces should reflect total system, not station specific. (Check all that apply).

| | Number of Spaces Free | Number of Spaces Permit | Number of Spaces Daily Fee | Number of Spaces Metered |
|-----------------------------|-----------------------|-------------------------|----------------------------|--------------------------|
| Surface Lot | 2,170 | | 5,150 | |
| Structured (garage) Parking | | | | |
| Satellite Parking Lots | | 400 | 400 | |
| Park & Ride with Shuttles | | | | |
| Private lots | | | | |
| Other | | | | |

14. Are there restrictions on parking?

No

Yes (explain) Limited to 24 hours.

15. What is the cost to park?

| | Permit | Daily Fee | Metered |
|-----------------------------|------------|-----------|---------|
| Surface Lot | \$15/month | \$1.50 | |
| Structured (garage) Parking | \$15/month | \$1.50 | |
| Satellite Parking Lots | \$15/month | \$1.50 | |
| Park & Ride with Shuttles | \$15/month | \$1.50 | |
| Private lots | \$15/month | \$1.50 | |
| Other | | | |

16. Are costs uniform throughout the system?

Yes

No Explain Parking is free at stations south of San Jose.

17. How are parking fees collected?

Windshield envelopes

Pay stations

Prepaid scratch-offs

Vouchers

Other (Specify) Monthly parking permits; daily permits from machines in parking lots.

18. Who determines the parking rate and structure?

| | Permit | Daily Fee | Metered |
|--------------------------------|--------|-----------|---------|
| State/other Public Agency | | | |
| Municipality | | | |
| Commuter Rail Agency/Authority | ✓ | ✓ | |
| Privately lot/garage owned | | | |
| Other (specify) | | | |

19. Are parking rates used to manage the parking system? (i.e. lower rates where a surplus of parking exists; higher rates where parking demand is high)

Yes No Use the lines below for any comments.

20. Who receives the parking revenues?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Other (Specify) _____

21. How are the parking revenues used/distributed?

General Fund.

22. Is there anything about your Rail Station and Parking Governance that is innovative or unique compared to other Rail Systems?

New equipment – Five stations converted to pay-by-space special permits for station cars.

23. What are the critical issues/concerns for Rail Station and Parking Governance that your system is addressing? How are you addressing them?

“Station cars” commuters leave their vehicle at their “off” or “work” station to drive to work and back to train station.



CDOT Rail Station and Parking Governance Study

Date March 31, 2004

GENERAL INFORMATION

The Connecticut Department of Transportation is in the process of evaluating its governance policies for state owned commuter rail stations and parking facilities. As part of the study, we are contacting commuter rail systems to learn about their governance practices.

I. Commuter Rail Information

System Name: MTA/Long Island Rail Road

Street Address: Jamaica Station

City: Jamaica State NY Zip Code: 11435

Contact Person: Joyce R. Shuman

Street Address: LIRR, Dept 0535, Jamaica Station

City: Jamaica State NY Zip Code: 11435

Telephone: 718-558-3735 FAX 718-558-3745 Email: jrshuma@lirr.org

1. How many stations are in your system? 124; 105 have off-street parking
2. What is the average weekday ridership on the system? 273,800 (based on Fall 2002 count)
3. How many stations are staffed? 56 (incl. seasonal and special event parking)
4. Who provides the staffing?
 - State or other Public Agency
 - Municipality
 - Commuter Rail Agency/Authority
 - Private
 - Other (Specify) _____

5. Are tickets sold at the stations?

- Yes, at all stations (**11 stations do not have ticket selling capabilities**)
- No, only at major stations

6. How are tickets sold? (Please check all that apply)

- Ticket agent on site all day
- Ticket agent on site only during peak
- Ticket vending kiosk/machine
- Ticket outlets
- Ticket by mail
- Other (Specify) Web Ticket

7. Are all your stations governed uniformly, or are there different arrangements among them?

- Uniform
- Different arrangements

In answering the following questions, please help us understand the(se) governance policy(ies) that you use.

8. Please indicate who owns the following:

| | Station buildings/ shelter | Boarding platforms | Parking |
|---|-------------------------------------|-------------------------------------|--|
| State/other Public Agency | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Municipality | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> (Most) |
| Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> (Few) |
| Privately Owned | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other (Specify) _____ | | | |
| Local municipalities own most facilities | | | |

9. How is maintenance and/or operation responsibility assigned?

| | Station buildings/ shelter | Boarding platforms | Parking |
|--|-------------------------------------|-------------------------------------|--|
| Ownership | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with municipality | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> (Most) |
| Lease Agreement with Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> (Few) |
| Lease Agreement with Private Providers | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> (Few) |
| Other (Specify) _____ | | | |
| * Local Municipalities operate most facilities | | | |

10. Who manages the following services?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Privately Owned | Other |
|--------------------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| Security | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Station Building Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shelter Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Boarding Platforms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Operations | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Parking Facilities Maintenance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Landscaping | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Lighting | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Cleaning Services | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Signage | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | | | | | |

11. How are maintenance/operations funded?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Parking revenue
- Other (Specify) _____

12. What amenities are available at the rail stations and how are they provided?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Other |
|----------------------------|---|--------------------------|--|-------------------------------------|
| Waiting Area | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rest Rooms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dry Cleaning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Concession Stand | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Newspaper Sales | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Telephone | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Public Announcement System | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> (MTA police) | <input checked="" type="checkbox"/> |
| Storage Facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bike Racks/lockers | <input checked="" type="checkbox"/> (lockers) | <input type="checkbox"/> | <input checked="" type="checkbox"/> (racks) | <input type="checkbox"/> |
| Other (Specify) | | | | |

* **Newstands, etc. are leased to private operators. Station alarms monitored by private companies.**

13. How is parking provided for the rail system? Spaces should reflect total system, not station specific. (Check all that apply)

There are about 64,000 off-street commuter spaces + ADA facilities.

| | Number of Spaces Free | Number of Spaces Permit | Number of Spaces Daily Fee | Number of Spaces Metered |
|-----------------------------|-----------------------|-------------------------|----------------------------|--------------------------|
| Surface Lot | 25,695 | 24,325 | 475 | 4,178 |
| Structured (garage) Parking | 0 | 3,887 | 0 | 570 |
| Satellite Parking Lots | 0 | 0 | 0 | 0 |
| Park & Ride with Shuttles | 0 | 0 | 0 | 0 |
| Private lots | 845 | 3,012 | 931 | 0 |
| Other | 0 | 1,102 | 19 | 179 |

Meters include multi-meters

For private facilities, garages = 1,221 spaces; lots = 3,567 spaces

Included in above:

- **In surface facilities, 1,699 spaces require a daily fee in addition to a permit; 1,340 accept a daily fee in lieu of a permit**
- **In garage/deck facilities/ 340 spaces may be paid by the day in lieu of a permit**
- **In private facilities, 2,343 spaces may be paid by the day in lieu of a permit.**

14. Are there restrictions on parking?

- No
 Yes (explain)

Many municipalities restrict parking to residents; applies to 19,550 spaces.

15. What is the cost to park? **Permit fees are annualized; daily meters based on 12 hours.**

| | Permit | Daily Fee | Metered |
|-----------------------------|------------------|----------------|------------|
| Surface Lot | Free to \$900 | \$1 to \$6 | \$1 to \$5 |
| Structured (garage) Parking | \$10 to \$1,020 | | \$3 to \$4 |
| Satellite Parking Lots | | | |
| Park & Ride with Shuttles | | | |
| Private lots AND GARAGES | \$390 to \$1,920 | \$2.50 to \$15 | |
| Other | | | |

*** Some municipalities offer free permits to residents only**

16. Are costs uniform throughout the system?

- Yes
 No Explain

Municipalities and private vendors set their own fees. LIRR owned and operated facilities are free.

17. How are parking fees collected?

- Windshield envelops
- Pay stations
- Prepaid scratch-offs
- Vouchers
- Other (Specify) **Meters/multi-meters; prepaid monthly or annual permit.**

18. Who determines the parking rate and structure?

| | Permit | Daily Fee | Metered |
|---------------------------------------|--------|-----------|---------|
| State/other Public Agency | | | |
| Municipality | ✓ | ✓ | ✓ |
| Commuter Rail Agency/Authority | ✓ | ✓ | ✓ |
| Privately lot/garage owned | ✓ | ✓ | |
| Other (specify) | | | |

19. Are parking rates used to manage the parking system? (i.e. lower rates where a surplus of parking exists; higher rates where parking demand is high)

- Yes No Use the lines below for any comments.

20. Who receives the parking revenues?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Other (Specify) _____

21. How are the parking revenues used/distributed?

Varies. LIRR revenues from leases go into the general operating fund. Others do as they see fit.

22. Is there anything about your Rail Station and Parking Governance that is innovative or unique compared to other Rail Systems?

The LIRR Parking Program provides capital funding for municipalities to rehab and expand parking facilities. In exchange, LIRR received 50% of net revenue after operating expenses and has some say in the operation and pricing.

23. What are the critical issues/concerns for Rail Station and Parking Governance that your system is addressing? How are you addressing them?

Overcrowding is always an issue. We have over 100,000 morning peak passengers and 65,000 parking spaces. Most of our customers drive and park, or at least want to drive and park. Getting them on buses or alternate access is difficult. We build as much as we can where it's needed most, but often that requires the blessing of the community, which again is often difficult.

Access into Grand Central Terminal is the LIRR's major project for the upcoming decade. For Manhattan-bound customers, we currently run trains only into Penn Station. In connection with the increase in ridership, we are looking into opportunities to create intermodal hubs in strategic locations.



CDOT Rail Station and Parking Governance Study

Date May 20, 2004

GENERAL INFORMATION

The Connecticut Department of Transportation is in the process of evaluating its governance policies for state owned commuter rail stations and parking facilities. As part of the study, we are contacting commuter rail systems to learn about their governance practices.

I. Commuter Rail Information

System Name: MBTA

Street Address: _____

City: Somerville State MA Zip Code: _____

Contact Person: Tony Gouveia, Railroad Operations, Deputy Section Chief – Eng. & Maint.

Street Address: 32 Cobble Hill Road

City: Somerville State MA Zip Code: 02143

Telephone: (617) 222-6176 FAX (617) 222-3605 Email: AGouveia@mbta.com

1. How many stations are in your system? 119

2. What is the average weekday ridership on the system? 142,000

3. How many stations are staffed? Main terminals only

4. Who provides the staffing?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Other (Specify) _____

5. Are tickets sold at the stations?

- Yes, at all stations
- No, only at major stations

6. How are tickets sold? (Please check all that apply)

- Ticket agent on site all day
- Ticket agent on site only during peak
- Ticket vending kiosk/machine
- Ticket outlets
- Ticket by mail
- Other (Specify) _____

7. Are all your stations governed uniformly, or are there different arrangements among them?

- Uniform
- Different arrangements

In answering the following questions, please help us understand the(se) governance policy(ies) that you use.

8. Please indicate who owns the following:

| | Station buildings/ shelter | Boarding platforms | Parking |
|--------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| State/other Public Agency | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Municipality | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Privately Owned | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other (Specify) | _____ | _____ | _____ |

9. How is maintenance and/or operation responsibility assigned?

| | Station buildings/ shelter | Boarding platforms | Parking |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| Ownership | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with municipality | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Lease Agreement with Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Lease Agreement with Private providers | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other (Specify) | _____ | _____ | _____ |

10. Who manages the following services?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Privately Owned | Other |
|--------------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Station Building Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shelter Maintenance N/A | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Boarding Platforms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Operations | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Facilities Maintenance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Landscaping | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lighting | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning Services | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Signage | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) _____ | | | | | |

11. How are maintenance/operations funded?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Parking revenue
- Other (Specify) _____

12. What amenities are available at the rail stations and how are they provided?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Other |
|----------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| Waiting Area | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rest Rooms | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Dry Cleaning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Concession Stand | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Newspaper Sales | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Telephone | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Public Announcement System | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Storage Facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bike Racks/lockers | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) _____ | | | | |

13. How is parking provided for the rail system? Spaces should reflect total system, not station specific. (Check all that apply).

| | Number of Spaces Free | Number of Spaces Permit | Number of Spaces Daily Fee | Number of Spaces Metered |
|-----------------------------|-----------------------|-------------------------|----------------------------|--------------------------|
| Surface Lot | | | | |
| Structured (garage) Parking | | | | |
| Satellite Parking Lots | | | | |
| Park & Ride with Shuttles | | | | |
| Private lots | | | | |
| Other | | | | |

There is a systemwide total of 30,889 spaces with an overall utilization rate 81.7%. Of this total, 26,897 spaces are in surface lots and 3,992 spaces are in structured parking.

14. Are there restrictions on parking?

No

Yes (explain) Overnight

15. What is the cost to park?

| | Permit | Daily Fee | Metered |
|-----------------------------|--------|-----------|---------|
| Surface Lot | | \$2.00 | |
| Structured (garage) Parking | | | |
| Satellite Parking Lots | | | |
| Park & Ride with Shuttles | | | |
| Private lots | Varies | Varies | Varies |
| Other | | | |

16. Are costs uniform throughout the system?

Yes

No Explain Uniform at MBTA parking facilities; municipalities set their own rates.

17. How are parking fees collected?

Windshield envelopes

Pay stations

Prepaid scratch-offs

Vouchers

Other (Specify) _____

18. Who determines the parking rate and structure?

| | Permit | Daily Fee | Metered |
|--------------------------------|--------|-----------|---------|
| State/other Public Agency | | | |
| Municipality | ✓ | | ✓ |
| Commuter Rail Agency/Authority | | ✓ | |
| Privately lot/garage owned | | | |
| Other (specify) | | | |

19. Are parking rates used to manage the parking system? (i.e. lower rates where a surplus of parking exists; higher rates where parking demand is high)

✓ Yes No Use the lines below for any comments.

Rates are set uniformly where a fee is charged at MBTA owned lots. Some lots remain free where they have historically been free of charge.

20. Who receives the parking revenues?

- State or other Public Agency
- ✓ Municipality
- ✓ Commuter Rail Agency/Authority
- Private
- Other (Specify) _____

21. How are the parking revenues used/distributed?

Municipalities collect/keep revenues from municipally owned lots. Third party contractor manages revenue collection for MBTA owned lots. Revenue goes to the MBTA.

22. Is there anything about your Rail Station and Parking Governance that is innovative or unique compared to other Rail Systems?

23. What are the critical issues/concerns for Rail Station and Parking Governance that your system is addressing? How are you addressing them?

The MBTA tries to standardize maintenance of facilities to simplify management. The MBTA also tries to hire fewer contractors so that responsibilities are clear.

The MBTA has found that if towns are responsible for maintenance, they often do not provide same level of maintenance as the MBTA. This creates the perception that the MBTA is not performing services. To avoid this, the MBTA often performs these maintenance functions at their own expense.



CDOT Rail Station and Parking Governance Study

March 31, 2004

Date _____

GENERAL INFORMATION

The Connecticut Department of Transportation is in the process of evaluating its governance policies for state owned commuter rail stations and parking facilities. As part of the study, we are contacting commuter rail systems to learn about their governance practices.

I. Commuter Rail Information

System Name: METRA

Street Address: 547 W. Jackson

City: Chicago State IL Zip Code: 60661

Contact Person: Gary Foyle

Street Address: _____

City: _____ State _____ Zip Code: _____

Telephone: 312-322-8030 FAX 312-542-8102 Email: gfoyle@metrarr.com

1. How many stations are in your system? 230

2. What is the average weekday ridership on the system? 300,000

3. How many stations are staffed? 80

4. Who provides the staffing?

State or other Public Agency

Municipality

Commuter Rail Agency/Authority

Private

Other (Specify) AMTRAK provides staffing at 1 or 2 stations

5. Are tickets sold at the stations?

- Yes, at all stations
- No, only at major stations **Tickets sold at major stations (boardings of 1,000+/day)**

6. How are tickets sold? (Please check all that apply)

- Ticket agent on site all day
- Ticket agent on site only during peak
- Ticket vending kiosk/machine
- Ticket outlets
- Ticket by mail (**Monthly and 10-ride tickets available by mail**)
- Other (Specify) **~~Internet~~; Tickets sold/distributed through employers (WageWorks)**

7. Are all your stations governed uniformly, or are there different arrangements among them?

- Uniform
- Different arrangements

In answering the following questions, please help us understand the(se) governance policy(ies) that you use.

8. Please indicate who owns the following:

| | Station buildings/ shelter | Boarding platforms | Parking |
|--------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| State/other Public Agency | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Municipality | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Privately Owned | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | _____ | _____ | _____ |

9. How is maintenance and/or operation responsibility assigned?

| | Station buildings/ shelter | Boarding platforms | Parking |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| Ownership | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with municipality | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Lease Agreement with Commuter Rail Agency/Authority | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with Private providers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | _____ | _____ | _____ |

10. Who manages the following services?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Privately Owned | Other |
|--|--------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| Security * | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Station Building Maintenance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shelter Maintenance N/A | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Boarding Platforms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Operations | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Facilities Maintenance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Landscaping | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lighting | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning Services | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Signage | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) * Security provided by METRA (Purchase of Service agreements with UP or BN) or municipality | | | | | |

11. How are maintenance/operations funded?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority **METRA operating revenues**
- Private
- Parking revenue
- Other (Specify) _____

Parking revenues collected by municipalities used to fund routine maintenance/operations; surplus deposited in reserve fund for future major improvements.

12. What amenities are available at the rail stations and how are they provided?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Other |
|----------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|
| Waiting Area | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rest Rooms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dry Cleaning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Concession Stand | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Newspaper Sales | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Telephone | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Public Announcement System | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Storage Facilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Bike Racks/lockers | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | | | | |

13. How is parking provided for the rail system? Spaces should reflect total system, not station specific. (Check all that apply).

| Total spaces 78,429 incl on street parking | Number of Spaces Free | Number of Spaces Permit | Number of Spaces Daily Fee | Number of Spaces Metered |
|--|-----------------------|-------------------------|----------------------------|--------------------------|
| Surface Lot | 4,138 | 22,504 | 50,093 | |
| Structured (garage) Parking | 3,435 | | | |
| Satellite Parking Lots | | | | |
| Park & Ride with Shuttles | | | | |
| Private lots | | | | |
| Other | | | | |

Fall 2003 Parking Survey: 80% utilization rate at parking lots; 75% in structured parking.

14. Are there restrictions on parking?

No

Yes (explain) In general, overnight parking not allowed.

15. What is the cost to park?

| | Permit | Daily Fee | Metered |
|-----------------------------|----------|---------------------|---------|
| Surface Lot | \$1/day* | \$0.50 to \$4.00 ** | |
| Structured (garage) Parking | | | |
| Satellite Parking Lots | | | |
| Park & Ride with Shuttles | | | |
| Private lots | | | |
| Other | | | |

* Based on 1999 data

**Average cost for daily fee is \$1.25.

16. Are costs uniform throughout the system?

Yes

No Explain Varies by municipality

17. How are parking fees collected?

Windshield envelopes

Pay stations

Prepaid scratch-offs

Vouchers

Other (Specify) _____

Slot board is the most common type of pay station. Increasing number of automated pay stations (Schlumberger)

18. Who determines the parking rate and structure? METRA is promoting daily fee instead of permit to improve utilization. With daily fee, METRA finds that lots fill up; with permits, sometimes empty spaces.

| | Permit | Daily Fee | Metered |
|--------------------------------|--------|-----------|---------|
| State/other Public Agency | | | |
| Municipality | ✓ | ✓ | |
| Commuter Rail Agency/Authority | | | |
| Privately lot/garage owned | | | |
| Other (specify) | | | |

19. Are parking rates used to manage the parking system? (i.e. lower rates where a surplus of parking exists; higher rates where parking demand is high)

✓ Yes No Use the lines below for any comments.

Municipalities collect revenues and deposit into station parking fund. These funds are used to pay for operations and maintenance. METRA operating revenues go into General Fund.

20. Who receives the parking revenues?

- State or other Public Agency
- ✓ Municipality
- Commuter Rail Agency/Authority
- Private
- Other (Specify) _____

21. How are the parking revenues used/distributed?

Parking revenues are used to manage the system.

22. Is there anything about your Rail Station and Parking Governance that is innovative or unique compared to other Rail Systems?

Partnering with Communities – Convinced this has proven effective in getting community buy-in METRA provides funding to construct parking facilities; turns facility over to the community to operate and maintain. METRA and community sign agreement establishing policies for increasing parking fees, accommodating commuters from outside the community, and maintenance. Municipality keeps revenues from parking for maintenance and operating expenses, including snow removal and security. Surplus funds are deposited in a reserve fund for future major improvements, such as repaving every 20 years. With this financing plan, METRA does not need to reinvest their funds in the parking facility. METRA tries to encourage communities to keep their parking fees reasonable.

23. What are the critical issues/concerns for Rail Station and Parking Governance that your system is addressing? How are you addressing them?

METRA is trying to encourage daily fees instead of permits to maximize utilization of parking resources. Their policy is to oversell permits, based on closely monitoring utilization and seasonal fluctuations. Many towns maintain waiting list, some as long as 5-6 years, for a permit.

Incentives to build parking: State of Illinois provides grants to communities to build parking and operate it for 20 years. After that, it is up to the community to decide use of the land. Some communities have restricted this parking to use by their residents.

Provide other access modes to stations – METRA and PACE, Chicago’s suburban bus system, are jointly studying ways to encourage METRA riders to take PACE buses to transit station. Currently, thirty percent of METRA passengers take PACE to METRA stations. This would provide alternative transportation to stations in densely settled areas, where METRA finds it difficult to provide additional parking.



CDOT Rail Station and Parking Governance Study

Date April 2, 2004

GENERAL INFORMATION

The Connecticut Department of Transportation is in the process of evaluating its governance policies for state owned commuter rail stations and parking facilities. As part of the study, we are contacting commuter rail systems to learn about their governance practices.

I. Commuter Rail Information

System Name: MTA/Metro-North Railroad

Street Address: 347 Madison Avenue

City: New York State NY Zip Code: 10017

Contact Person: Joe Zilembo, Dir. of Stations/ Deborah Buckley, Asst Dir. of Parking

Street Address: _____

City: _____ State _____ Zip Code: _____

212-340-4939

buckley@mnr.org

Telephone: _____ FAX _____ Email: _____

1. How many stations are in your system? 121
2. What is the average weekday ridership on the system? 224,000 (East of Hudson)
3. How many stations are staffed? 39 (incl. Grand Central)
4. Who provides the staffing?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Other (Specify) _____

5. Are tickets sold at the stations?

- Yes, at all stations (**All Mainline Stations only; excludes CT Branch**)
- No, only at major stations

6. How are tickets sold? (Please check all that apply)

- Ticket agent on site all day
- Ticket agent on site only during peak
- Ticket vending kiosk/machine
- Ticket outlets
- Ticket by mail
- Other (Specify) Internet

7. Are all your stations governed uniformly, or are there different arrangements among them?

- Uniform
- Different arrangements

In answering the following questions, please help us understand the(se) governance policy(ies) that you use.

8. Please indicate who owns the following:

| | Station buildings/ shelter * | Boarding platforms * | Parking |
|--------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| State/other Public Agency | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Municipality | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Privately Owned | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) _____ | | | |

* In NY, majority of stations owned by MTA; in CT, majority owned by ConnDOT

9. How is maintenance and/or operation responsibility assigned?

| | Station buildings/ shelter | Boarding platforms | Parking |
|--|-------------------------------------|--------------------------|--------------------------|
| Ownership | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with municipality | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with Private providers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) _____ | | | |

* In NY, all maintenance by MNRR; in CT, combination MNRR/lease to municipalities

10. Who manages the following services?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Privately Owned | Other |
|----------------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| Security (MTA police systemwide) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Station Building Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shelter Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Boarding Platforms | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Operations | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Facilities Maintenance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Landscaping * | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lighting | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning Services | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Signage (MNRR and ConnDOT) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) <u>Private</u> | | | | | |

MNRR may contract this out to improve quality of service

11. How are maintenance/operations funded?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority (NY)
- Private
- Parking revenue
- Other (Specify) _____

Not sure how maintenance/operations are funded in CT.

12. What amenities are available at the rail stations and how are they provided?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Other |
|-------------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| Waiting Area | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rest Rooms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dry Cleaning (1 station only) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Concession Stand | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Newspaper Sales | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Telephone | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Public Announcement System | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Storage Facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bike Racks/lockers * | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) _____ | | | | |

***Bike racks are provided only at major stations; lockers and storage facilities are not provided because of security concerns.**

13. How is parking provided for the rail system? Spaces should reflect total system, not station specific. (Check all that apply)

| 34,674 total parking spaces | Number of Spaces Free | Number of Spaces Permit | Number of Spaces Daily Fee | Number of Spaces Metered |
|-----------------------------|-----------------------|-------------------------|----------------------------|--------------------------|
| Surface Lot | 2,055 | 19,641 | 11,921 | |
| Structured (garage) Parking | | 2,184 | 389 | |
| Satellite Parking Lots | | | | |
| Park & Ride with Shuttles | 525* | | | |
| Private lots | | | | |
| Other | | | | |

* Total Park & Ride/Satellite parking combined. Provides access to stations with parking constraints

14. Are there restrictions on parking?

- No
 Yes (explain) Permits, ADA restrictions, day/overnight parking. Weekend/Holiday parking free.

15. What is the cost to park?

| | Permit | Daily Fee | Metered |
|-----------------------------|----------------|---------------|---------|
| Surface Lot | \$100-1000 | \$2.00-\$7.50 | |
| Structured (garage) Parking | Eg. \$2.00/day | | |
| Satellite Parking Lots | | | |
| Park & Ride with Shuttles | free | free | |
| Private lots | competitive | | |
| Other | | | |

Municipalities charge non-residents higher rate.

16. Are costs uniform throughout the system?

- Yes
 No Explain Municipalities charge different rates for residents/non-residents. MNRR seeks to establish "territory rates" based on prevailing rates in the vicinity.

17. How are parking fees collected?

- Windshield envelopes
 Pay stations
 Prepaid scratch-offs
 Vouchers
 Other (Specify) _____

18. Who determines the parking rate and structure?

| | Permit | Daily Fee | Metered |
|--------------------------------|--------|-----------|---------|
| State/other Public Agency | | | |
| Municipality | ✓ | ✓ | |
| Commuter Rail Agency/Authority | ✓ | ✓ | |
| Privately lot/garage owned | | | |
| Other (specify) | | | |

18. Are parking rates used to manage the parking system? (i.e. lower rates where a surplus of parking exists; higher rates where parking demand is high)

Yes No Use the lines below for any comments.

19. Who receives the parking revenues?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Other (Specify) _____

20. How are the parking revenues used/distributed?

MNRR revenues from parking goes into General Fund. Some of the municipalities use their revenues from parking for parking maintenance and improvements.

21. Is there anything about your Rail Station and Parking Governance that is innovative or unique compared to other Rail Systems?

22. What are the critical issues/concerns for Rail Station and Parking Governance that your system is addressing? How are you addressing them?

Since MNRR doesn't own all the commuter rail parking, local support for parking expansion is an issue. MNRR needs to look at impacts adjacent to proposed parking (eg. Watersheds, etc.)

Alternate access to train stations – Ferry service connections to Beacon Station on upper Hudson. Newberg ferry in Orange County will be running soon. Will reduce traffic on bridge.

Parking management operator – Allowing more efficient use of available parking. Oversell permits based on seasonal fluctuations so that spaces don't remain vacant.

Establish public/private partnership – Try to develop cooperative relationship with private uses near station to share parking. For example, use 100 spaces in shopping area for transit parking.

Satellite Parking – Establish park & ride bus service to station where parking is limited.



CDOT Rail Station and Parking Governance Study

Date April 1, 2004

GENERAL INFORMATION

The Connecticut Department of Transportation is in the process of evaluating its governance policies for state owned commuter rail stations and parking facilities. As part of the study, we are contacting commuter rail systems to learn about their governance practices.

I. Commuter Rail Information

System Name: NJ Transit

Street Address: One Penn Plaza

City: Newark State NJ Zip Code: 07105

Contact Person: D.C. Agrawal

Street Address: One Penn Plaza

City: Newark State NJ Zip Code: 07105

Telephone: 973-491-7929 FAX _____ Email: dcagrwal@njtransit.com

1. How many stations are in your system? 161

2. What is the average weekday ridership on the system? 202,000

3. How many stations are staffed? 45-50

4. Who provides the staffing?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Other (Specify) _____

5. Are tickets sold at the stations?

- Yes, at all stations
- No, only at major stations

6. How are tickets sold? (Please check all that apply)

- Ticket agent on site all day
- Ticket agent on site only during peak
- Ticket vending kiosk/machine
- Ticket outlets
- Ticket by mail
- Other (Specify) Internet

7. Are all your stations governed uniformly, or are there different arrangements among them?

- Uniform
- Different arrangements

In answering the following questions, please help us understand the(se) governance policy(ies) that you use.

8. Please indicate who owns the following:

| | Station buildings/ shelter * | Boarding platforms | Parking |
|--------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| State/other Public Agency | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Municipality | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Privately Owned | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other (Specify) _____ | | | |

*** A few station/platforms/parking have been sold to municipalities**

9. How is maintenance and/or operation responsibility assigned?

| | Station buildings/ shelter | Boarding platforms | Parking |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| Ownership | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Lease Agreement with municipality | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Lease Agreement with Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Lease Agreement with Private providers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) _____ | | | |

10. Who manages the following services?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Privately Owned | Other |
|--------------------------------|---|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| Security | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Station Building Maintenance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shelter Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Boarding Platforms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Operations | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Parking Facilities Maintenance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Landscaping | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lighting | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning Services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Signage | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | <u>NJTransit makes capital improvements, such as resurfacing parking lots funded by parking revenues.</u> | | | | |

11. How are maintenance/operations funded?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Parking revenue
- Other (Specify) _____

12. What amenities are available at the rail stations and how are they provided?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Other |
|----------------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Waiting Area | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rest Rooms | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dry Cleaning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Concession Stand | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Newspaper Sales | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Telephone | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Public Announcement System | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Storage Facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bike Racks/lockers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | _____ | _____ | _____ | _____ |

13. How is parking provided for the rail system? Spaces should reflect total system, not station specific. (Check all that apply)

| | Number of Spaces Free | Number of Spaces Permit | Number of Spaces Daily Fee | Number of Spaces Metered |
|-----------------------------|-----------------------|-------------------------|----------------------------|--------------------------|
| Surface Lot | | | | |
| Structured (garage) Parking | | | | |
| Satellite Parking Lots | | | | |
| Park & Ride with Shuttles | | | | |
| Private lots | | | | |
| Other | | | | |

Combination of lots and garages. Total number of spaces 50,700.

14. Are there restrictions on parking?

No

Yes (explain) Handicapped accessible spaces.

15. What is the cost to park?

| | Permit | Daily Fee | Metered |
|-----------------------------|--------|-----------|---------|
| Surface Lot | | \$3-5.00 | |
| Structured (garage) Parking | | \$3-5.00 | |
| Satellite Parking Lots | | | |
| Park & Ride with Shuttles | | | |
| Private lots | | | |
| Other | | | |

Different rates charged for local residents.

16. Are costs uniform throughout the system?

Yes

No Explain _____

17. How are parking fees collected?

Windshield envelopes

Pay stations

Prepaid scratch-offs

Vouchers

Other (Specify) Mail-in; Attendant at lot

18. Who determines the parking rate and structure? Determined by ownership (NJT or municipality).

| | Permit | Daily Fee | Metered |
|--------------------------------|--------|-----------|---------|
| State/other Public Agency | | | |
| Municipality | | | |
| Commuter Rail Agency/Authority | | | |
| Privately lot/garage owned | | | |
| Other (specify) | | | |

19. Are parking rates used to manage the parking system? (i.e. lower rates where a surplus of parking exists; higher rates where parking demand is high)

Yes No Use the lines below for any comments.

20. Who receives the parking revenues? The owner receives the revenues.

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Other (Specify) _____

21. How are the parking revenues used/distributed?

Maintenance and operations and facilities at stations. Surplus reverts back to NJT to fund capital improvements or added to general funds, depending on location.

22. Is there anything about your Rail Station and Parking Governance that is innovative or unique compared to other Rail Systems?

Using state bond funds to build parking 2000 space garage at MetroPark and retiring debt with parking revenues.

Automation of parking lot fee collection.

23. What are the critical issues/concerns for Rail Station and Parking Governance that your system is addressing? How are you addressing them?

Pricing of parking – Private lots can adjust price based on what market will bear. NJT priced constrained. Need to justify price increase based on fare increase.

Combining ticket for price of parking and fare – discussed but not implemented.



CDOT Rail Station and Parking Governance Study

Date March 31, 2004

GENERAL INFORMATION

The Connecticut Department of Transportation is in the process of evaluating its governance policies for state owned commuter rail stations and parking facilities. As part of the study, we are contacting commuter rail systems to learn about their governance practices.

I. Commuter Rail Information

System Name: SEPTA

Street Address: 1234 Market Street

City: Philadelphia State PA Zip Code: 19107

Contact Person: Joe Cafaratti/Andrew Furman

Street Address: _____

City: _____ State _____ Zip Code: _____

Telephone: 215-580-8413 FAX _____ Email: _____

1. How many stations are in your system? 158

2. What is the average weekday ridership on the system? 106,000

3. How many stations are staffed? 74

4. Who provides the staffing?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private (**Contracted out**)
- Other (Specify) _____

5. Are tickets sold at the stations?

- Yes, at all stations
- No, only at major stations (**Staffed stations only**)

6. How are tickets sold? (Please check all that apply)

- Ticket agent on site all day (**6 AM to 1 PM**)
- Ticket agent on site only during peak
- Ticket vending kiosk/machine
- Ticket outlets
- Ticket by mail (**Small percentage of total ticket sales**)
- Other (Specify) _____

7. Are all your stations governed uniformly, or are there different arrangements among them?

- Uniform
- Different arrangements

Two categories: SEPTA owned & operated; and AMTRAK owned/SEPTA leased (about 10 stations)

In answering the following questions, please help us understand the(se) governance policy(ies) that you use.

8. Please indicate who owns the following:

| | Station buildings/ shelter | Boarding platforms | Parking |
|--------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| State/other Public Agency | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Municipality | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Privately Owned | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | _____ | _____ | _____ |

SEPTA leases some stations, platforms, and parking from AMTRAK.

9. How is maintenance and/or operation responsibility assigned? **Parking maintenance and operation is always contracted out; SEPTA provides repairs (eg., repairing potholes). Outside contractors provide major capital improvements/station renovation.**

| | Station buildings/ shelter | Boarding platforms | Parking |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| Ownership | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with municipality | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Lease Agreement with Private providers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | _____ | _____ | _____ |

10. Who manages the following services?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Privately Owned | Other |
|--------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Station Building Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shelter Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Boarding Platforms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Operations | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Facilities Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Landscaping | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lighting | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning Services | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Signage | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | | | | | |

Landscaping and cleaning services are contracted out by SEPTA.

11. How are maintenance/operations funded?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Parking revenue
- Other (Specify) _____

12. What amenities are available at the rail stations and how are they provided?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Other |
|----------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| Waiting Area | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rest Rooms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dry Cleaning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Concession Stand | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Newspaper Sales | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Telephone | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Public Announcement System | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Storage Facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Bike Racks/lockers | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | | | | |

Concession stands, newspaper sales, and telephones provided by private contractor.

13. How is parking provided for the rail system? Spaces should reflect total system, not station specific. (Check all that apply) **Total number of spaces systemwide – 24,000.**

| | Number of Spaces Free | Number of Spaces Permit | Number of Spaces Daily Fee | Number of Spaces Metered |
|-----------------------------|-----------------------|-------------------------|----------------------------|--------------------------|
| Surface Lot | 6,553 | 3,327 | 11,779 | |
| Structured (garage) Parking | | | | |
| Satellite Parking Lots | | | | |
| Park & Ride with Shuttles | 1,600 | | | |
| Private lots | | | | |
| Other | | | 971 * | |

* Municipal (City of Philadelphia)

14. Are there restrictions on parking?

- No
- Yes (explain) Overnight parking prohibited at about 10 stations; allowed with.
preapproval at other stations

15. What is the cost to park?

| | Permit | Daily Fee | Metered |
|-----------------------------|----------|------------|---------|
| Surface Lot | \$20/mo. | \$1.00/day | |
| Structured (garage) Parking | | | |
| Satellite Parking Lots | | | |
| Park & Ride with Shuttles | | | |
| Private lots | | | |
| Other | | | |

16. Are costs uniform throughout the system?

- Yes (**With the exception of 3 parking lots in the City where cost is \$0.50 because SEPTA is trying to increase use**).
- No Explain _____

17. How are parking fees collected?

- Windshield envelopes
- Pay stations
- Prepaid scratch-offs
- Vouchers
- Other (Specify) Some coin machines

18. Who determines the parking rate and structure? **Recommended by SEPTA staff; approved by SEPTA Board.**

| | Permit | Daily Fee | Metered |
|--------------------------------|--------|-----------|---------|
| State/other Public Agency | | | |
| Municipality | | | |
| Commuter Rail Agency/Authority | ✓ | ✓ | ✓ |
| Privately lot/garage owned | | | |
| Other (specify) | | | |

19. Are parking rates used to manage the parking system? (i.e. lower rates where a surplus of parking exists; higher rates where parking demand is high)

Yes No Use the lines below for any comments.

Revenues from parking go into SEPTA General Fund.

20. Who receives the parking revenues?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Other (Specify) _____

21. How are the parking revenues used/distributed?

Funds go into SEPTA General Fund.

22. Is there anything about your Rail Station and Parking Governance that is innovative or unique compared to other Rail Systems?

Created Parking Task Force with goal to identify systemwide opportunities for parking expansion. The Task Force tries to identify locations for new parking and to get community approvals for parking expansion.

23. What are the critical issues/concerns for Rail Station and Parking Governance that your system is addressing? How are you addressing them?

SEPTA's main concern is the inadequate supply of parking particularly in suburban areas. Too many lots are filled to capacity. Two parking garages are in design. The suburban Norristown Transportation Center, with 150 parking spaces, is to be built on the site of a surface lot. SEPTA has had difficulty getting approvals for this facility. The Frankfurt Transportation Center (90% design), located in Philadelphia, will provide 1,000 parking spaces.



CDOT Rail Station and Parking Governance Study

March 31, 2004

Date _____

GENERAL INFORMATION

The Connecticut Department of Transportation is in the process of evaluating its governance policies for state owned commuter rail stations and parking facilities. As part of the study, we are contacting commuter rail systems to learn about their governance practices.

I. Commuter Rail Information

System Name: VRE

Street Address: 1500 King Street, Suite 202

City: Alexandria State VA Zip Code: 22314

Contact Person: Jennifer Straub

Street Address: 1500 King Street, Suite 202

City: Alexandria State VA Zip Code: 22314

Telephone: 703-684-1001 FAX 703-684-1313 Email: jstraub@vre.org

1. How many stations are in your system? 18

2. What is the average weekday ridership on the system? 15,229

3. How many stations are staffed? **0 (3 stations shared w/ AMTRAK/staffed by AMTRAK)**

4. Who provides the staffing? N/A

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private

Other (Specify) _____

5. Are tickets sold at the stations?

- Yes, at all stations
- No, only at major stations

6. How are tickets sold? (Please check all that apply)

- Ticket agent on site all day
- Ticket agent on site only during peak
- Ticket vending kiosk/machine
- Ticket outlets
- Ticket by mail
- Other (Specify) _____

7. Are all your stations governed uniformly, or are there different arrangements among them?

- Uniform
- Different arrangements

In answering the following questions, please help us understand the(se) governance policy(ies) that you use.

8. Please indicate who owns the following:

| | Station buildings/ shelter | Boarding platforms | Parking |
|--------------------------------|--|-------------------------------------|-------------------------------------|
| State/other Public Agency | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Municipality | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Privately Owned | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | Station ownership mixed; VRE and municipalities (historic), CSX, AMTRAK | | |

9. How is maintenance and/or operation responsibility assigned?

| | Station buildings/ shelter | Boarding platforms | Parking |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| Ownership | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with municipality | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Lease Agreement with Commuter Rail Agency/Authority | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Lease Agreement with Private providers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | _____ | _____ | _____ |

10. Who manages the following services?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Privately Owned | Other |
|--------------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Station Building Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shelter Maintenance N/A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Boarding Platforms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Operations | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking Facilities Maintenance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Landscaping | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Lighting | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning Services | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Signage | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | | | | | |

11. How are maintenance/operations funded?

- State or other Public Agency
- Municipality
- Commuter Rail Agency/Authority
- Private
- Parking revenue
- Other (Specify) Operating revenue

12. What amenities are available at the rail stations and how are they provided?

| | State/Public Agency | Municipality | Commuter Rail Agency/Authority | Other |
|----------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| Waiting Area | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rest Rooms | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dry Cleaning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Concession Stand | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Newspaper Sales | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Telephone | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Public Announcement System | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Security | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Storage Facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bike Racks/lockers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (Specify) | | | | |

Only 3 stations shared w/ AMTRAK have waiting areas/restrooms. No lockers or storage – safety concern. Majority of bike racks maintained by local municipality. VRE plans to add new waiting area at historic station.

13. How is parking provided for the rail system? Spaces should reflect total system, not station specific. (Check all that apply). **Parking is only provided at 13 stations.**

| | Number of Spaces Free | Number of Spaces Permit | Number of Spaces Daily Fee | Number of Spaces Metered |
|-----------------------------|-----------------------|-------------------------|----------------------------|--------------------------|
| Surface Lot | 5,900 | | | |
| Structured (garage) Parking | 460 | | | |
| Satellite Parking Lots | | | | |
| Park & Ride with Shuttles | | | | |
| Private lots | | | | |
| Other | | | | |

14. Are there restrictions on parking?

- No
 Yes (explain) Overnight parking is allowed.
-

15. What is the cost to park? **Parking is free.**

| | Permit | Daily Fee | Metered |
|-----------------------------|--------|-----------|---------|
| Surface Lot | | | |
| Structured (garage) Parking | | | |
| Satellite Parking Lots | | | |
| Park & Ride with Shuttles | | | |
| Private lots | | | |
| Other | | | |

16. Are costs uniform throughout the system? **N/A**

- Yes
 No Explain _____

17. How are parking fees collected? **N/A**

- Windshield envelopes
 Pay stations
 Prepaid scratch-offs
 Vouchers
 Other (Specify) _____
-

18. Who determines the parking rate and structure? N/A

| | Permit | Daily Fee | Metered |
|--------------------------------|--------|-----------|---------|
| State/other Public Agency | | | |
| Municipality | | | |
| Commuter Rail Agency/Authority | | | |
| Privately lot/garage owned | | | |
| Other (specify) | | | |

19. Are parking rates used to manage the parking system? (i.e. lower rates where a surplus of parking exists; higher rates where parking demand is high)

- Yes No Use the lines below for any comments.
 N/A

20. Who receives the parking revenues? N/A

- State or other Public Agency
 Municipality
 Commuter Rail Agency/Authority
 Private
 Other (Specify) _____

21. How are the parking revenues used/distributed? N/A

22. Is there anything about your Rail Station and Parking Governance that is innovative or unique compared to other Rail Systems?

Developers coming to VRE to provide structured or surface lot parking near a transit station as part of their development proposal. VRE has received three proposals; of these, one is moving forward, and one has already been constructed at Rippon Landing in Fredericksburg. At Rippon Landing, the developer expanded an existing parking lot adjacent to the station with 300 additional spaces as part of a large residential development. VRE is leasing the property to the developer for two years. The same developer may construct structured parking at the same location.

23. What are the critical issues/concerns for Rail Station and Parking Governance that your system is addressing? How are you addressing them?

VRE struggles with a confusing pattern of management which makes it difficult for VRE to manage, respond to customer concerns, or set consistent standards.

Appendix D: Example Lease Agreement: METRA

LEASE AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 20____, by and between the **Commuter Rail Division of the Regional Transportation Authority**, a division of an Illinois municipal corporation having an office at 547 West Jackson Boulevard, Chicago, Illinois 60661 ("Lessor" or Metra) and _____ located at _____ ("Lessee"). Lessor and Lessee are hereinafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties".

SUMMARY OF TERMS:

Commencement Date: _____, 20____
Expiration Date: _____, 20____
Lease Term: _____ year(s)
Renewal Date: _____, 20____
Renewal Notice Required: _____ days prior to Expiration Date
Renewal Term: _____ year(s)
Fixed Rental (Annual): \$ _____
Fixed Rent (Monthly): \$ _____
Rental Increase Starting: _____, 20____
Rental Increase Amount: CPIU [or ____%]
Leased Activities: For _____ purposes
Condition of Premises: As is
Taxes, if any, paid by: Lessee
Termination Notice: _____ days
Real Estate Broker: None
Lessee's Notice sent to: _____

Rent Payment Sent to: **Metra**
attn: Treasurer
547 West Jackson
Chicago, Illinois 60661

RECITALS

1. Lessor owns and/or controls the property identified by permanent index number(s) _____ situated in the municipality of _____ and State of Illinois delineated on **Exhibit "A"** attached to and made a part of this Agreement ("**Premises**").
2. Lessor desires to lease the Premises to Lessee and Lessee desires to lease the Premises

AGREEMENT:

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Lessee does hereby agree to lease from Lessor and Lessor does likewise agree to lease to Lessee the Premises subject to and in accordance with the following terms covenants and conditions:

1. **TERM.** Lessee's lease of the Premises shall commence on _____, ____ (**Commencement Date**) and shall continue in force and effect for a period of _____ () years ("**Lease Term**"), and shall expire on _____, 20____ (**Expiration Date**), unless sooner terminated as herein provided. Lessee shall have the option to renew the Lease Term for _____ () successive five (5) year periods commencing _____ and _____ (hereinafter individually referred to as a "**Renewal Term**" and jointly referred to as the "**Renewal Terms**"). In order to exercise the option to renew the Agreement, Lessee must give Lessor written notice of its election to exercise the option no later than 180 days prior to the Expiration Date, *time being of the essence for giving of such notice*. In the event this Lease is renewed as set forth above then all references to the Lease Term as set forth hereinafter shall include the additional Renewal Term or Terms. Furthermore, Landlord shall have the option to increase the amount of the annual Rent, as hereinafter defined, for each Renewal Term (**or state other terms for rental increase i.e. annual increases** _____) by sending Lessee written notice of its intention to increase said Rent at least ninety (90) days prior to the commencement of each Renewal Term.

2. **RENT.**

(a) **Fixed Rental.** During the Lease Term, Lessee shall pay to Lessor an annual rental rate in the amount of _____. Lessee shall make monthly installments of (\$ _____) payable in advance on the first day of each month of the Lease Term ("**Fixed Rent**") at the office of Lessor's Treasurer, 547 West Jackson, Chicago, Illinois 60661 or such other location as Lessor may from time to time furnish in writing to Lessee. In the event the Lease Term is terminated on any day other than the first day of any month during the Lease Term, then the last Rent payment shall be prorated at a rate of _____ Dollars and _____ Cents (\$ _____) per month to the termination date or through the last day Lessee occupies the Premises, whichever occurs later.

(b) **Fixed Rent** shall be adjusted for inflation annually following the year in which this Agreement is executed based on any percentage changes in the annual Consumer Price Index- All Urban Consumers (**CPIU**) index as compared with the CPIU published in the month immediately

preceding the month in which this Agreement is executed. The CPIU shall mean the monthly and average annual composite indices for the Chicago all items consumer price index for all urban consumers (1982-84= 100 base ("Base")) prepared by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS") showing the average change in price of consumer goods compared to the average level in the Base, as they appear in the monthly Consumer Price Index publication published by BLS. Therefore, for illustrative purposes only, if this Agreement is executed on April 1, the Fixed Rent shall be adjusted annually by the same percentage of increase (or decrease), as the case may be, in the CPIU published annually in March of the first year of this Agreement and comparing it to the CPIU published in March of each following year; provided, however, that the Fixed Rent shall not in any event be less than the original amount set forth in this Agreement.

If the BLS shall substitute a new base for the 1982-84=100 Base, Metra and Lessee agree that the substituted base, adjusted and equated to the 1982-84=100 Base in the manner recommended by the BLS, shall then become and be the Base for purposes of this Agreement. In the event the CPIU ceases to be published, then there shall be substituted for the CPIU such index as Metra and Lessee shall agree upon, and if agreement as to the new index cannot be reached in sixty (60) days, such index shall be determined by arbitration in accordance with the rules of the American Arbitration Association, with the exception that neither Party shall request, demand nor accept punitive or consequential damages from the other Party, and the decision of the arbitrator(s) shall be enforceable in a court having jurisdiction over the matter.

(c) Metra's right to adjust the Fixed Rent in accordance with changes in the CPIU, as set forth in this Agreement, shall not be invalidated or waived, or deemed to be invalidated or waived, by reason of Metra's delay in issuing an adjusted Fixed Rent bill to Lessee and the failure of Metra to send Lessee an adjusted Fixed Rent bill based on annual changes in the CPIU shall be without prejudice to the right of Metra to send an adjusted Fixed Rent bill to Lessee in subsequent years.

(d) **Default Interest.** Any amount due from Lessee to Lessor under this Agreement not paid when due shall bear interest from the due date until the date paid at a rate of one and one-half percent (1 1/2%) per month or the highest rate permitted by law, whichever is less, but the payment of such interest shall not excuse or cure any default by Lessee under this Agreement ("**Default Interest**").

(e) Fixed Rent and Default Interest are hereinafter collectively referred to as and constitute "**Rent**" under the terms of this Agreement. The covenants herein to pay Rent shall be independent of any other covenant set forth in this Agreement.

3. **LEASED ACTIVITIES.** Lessee shall use said Premises during the Lease Term for the _____ ("**Leased Activities**") and shall not directly or indirectly use the Premises for any other purpose(s) nor alter the existing _____ without having first obtained the prior written consent of Lessor. Lessee agrees that, in the event the location of the _____ or any of Lessee's other improvements on the Premises interfere with Lessor's operations or

the operations of any other railroad permitted to use Lessor's property, Lessee shall, at its sole cost and expense, relocate the said _____ and/or improvements as directed by Lessor.

4. TAXES AND EXPENSES.

(a) During the term of this Agreement, Lessee shall pay all real estate taxes, license fees or other charges which may become due or which may be assessed against said Premises or Lessee or in any manner arising from any activities conducted on the Premises by Lessee ("**Charges**"). In the event the County Assessor's office or other legally authorized government agency assigns a separate leasehold tax identification number to the Premises and assesses taxes thereon, then Lessee shall be responsible for payment to Lessor of all leasehold taxes assessed against the Premises under such tax identification number prior to the dates such payments are due. Lessee shall promptly reimburse Lessor for any such items which may be paid by Lessor upon presentation to Lessee of bills for same and, in the event Lessee fails to promptly reimburse Lessor for such items, then all sums so paid by Lessor, including without limitation any penalty fees paid thereon, shall be deemed additional Rent and recoverable as such. In the event the Premises, or any part thereof, shall be subject to any special assessment for any public improvement or improvements, the Rent herein reserved and stipulated to be paid by Lessee shall be increased by the amount of said special assessment. Lessee shall protect, indemnify, defend and forever save and hold harmless Lessor, the Northeast Illinois Regional Commuter Railroad Corporation ("**NIRCRC**") and the Regional Transportation Authority ("**RTA**") and their directors, employees, agents, licensees, successors and assigns against and from, and shall assume, all liability and expense, including court costs and attorneys' fees, for failure to pay Charges on or before the date payments of such Charges are due. Notwithstanding anything in this agreement to the contrary, the indemnities contained in this paragraph shall survive termination of this agreement.

(b) Lessee shall provide trash removal from the Premises to the common trash collection area. Lessee shall be responsible for removing all waste attributable to construction, renovation or alteration of the Premises. Lessee shall also be responsible for the removal of all debris, including any and all fly-dumping, located on or about the Premises or generated by the Leased Activities. Failure to comply with this provision will result in termination of this Agreement.

_____ [Add paragraphs (c) through (h) below only if it is applicable, feasible, and a building (or portion thereof) is being leased.]

(c) Lessee shall be responsible for all utility services on the Premises. If separate meters do not exist for the Premises, [**check to see if feasible**] Lessee shall make quarterly payments to Lessor for Lessee's proportionate share of utility expenses provided by Lessor within ten (10) days of Lessee's receipt of the quarterly invoice from Lessor. Quarterly utility charges shall be estimated based on the utility charges paid by Lessor for services to the Premises during the same quarter in the preceding year. After the end of each calendar year, or as soon thereafter practicable, Lessor shall provide an invoice to Lessee showing: (1) the amount of actual utility charges accrued with respect to the Premises for such calendar year; (2) the amounts paid by Lessee towards utility charges during

such calendar year on an estimated basis; and (3) the balance due from or the credit due to Lessee for the difference between the estimated and actual utility charges paid. If the invoice shows that Lessee's estimated payments were less than the actual utility charges, then Lessee shall pay Lessor the balance within ten (10) days of Lessee's receipt of the invoice. If the invoice shows that Lessee's estimated payments were in excess of actual utility charges then Lessee shall receive a credit for the difference against payments of Rent next due.

(d) The Lessee shall have the responsibility of routing electrical service from the electrical panel to the Premises. All electrical work routed from the electrical panel to the Premises, and within the Premises, must be in accordance with all applicable municipal building and electrical codes and must be approved by Lessor. Lessee shall pay for all electricity used on the Premises.

(e) Lessor is ___ providing for heat. Lessee shall pay for all heat expenses.

(f) Water shall be furnished from municipal mains to the point of meter by the Lessee. The Lessee shall pay for all water used on the Premises.

(g) Heating of water shall be the Lessee's responsibility and, if desired, Lessee shall provide its own water heater and utilities and other appurtenances thereto. Such water heater shall be installed in accordance with all applicable municipal building and plumbing codes and must be approved by Lessor.

(h) The Lessee shall contract directly with telephone companies authorized to provide telephone service to the Premises from the centralized telephone junction in the Building. All telephone cable routes from the centralized telephone junction to the Premises must be approved by Lessor.

5. LESSOR'S TITLE.

(a) Nothing herein contained shall empower Lessee to do any act which shall cloud or encumber Lessor's title. Lessee's rights are and shall always be subordinate to the lien of any mortgage or mortgages now or hereafter placed by Lessor upon the Premises, including without limitation the Premises or any underlying land, and to all advances made or hereafter to be made upon the security thereof. Lessee shall execute such further instruments subordinating this Agreement to the lien or liens of any such mortgage or mortgages as shall be requested by Lessor. Lessee hereby irrevocably appoints Lessor as attorney-in-fact for Lessee with full authority to execute and deliver in the name of Lessee any such instrument or instruments. If at any time during the Lease Term any municipality or public authority other than Lessor shall: (a) take possession of all or any part of the Premises, this Agreement shall continue without abatement or diminution of Rent for as long as the Lessee is able to conduct its business in a normal manner; or (b) require compensation for Lessee's use of the Premises, Lessee shall pay to Lessor upon demand amounts equal thereto during compensable portions of the Lease Term.

(b) Lessee accepts the Premises subject to all lawful existing liens or encumbrances and superior rights, if any, in and to the Premises. Lessee agrees it shall not have any claim against Lessor for damages on account of any deficiency of title to the Premises leased hereby and agrees that in the event of failure of such title, the sole remedy of Lessee shall be the right to return of a proportionate share of Rent paid in advance, without interest, for any period in which Lessee is deprived of possession of the Premises by title superior to that of Lessor.

6. **RESERVED RIGHTS.** Lessor reserves the following rights upon giving Lessee prior reasonable notice of such provided, however, that no notice shall be necessary if, in Lessor's sole opinion, an emergency situation exists: (a) to change the name or street address of the Premises without liability of Lessor to Lessee; (b) to enter upon the Premises or any part thereof at reasonable hours to make inspections, repairs, alterations or additions to the Premises or any building; (c) to show the Premises to prospective tenants, purchasers or others; (d) to display during the last ninety (90) days of the Lease Term or any part thereof without hindrance by Lessee "For Rent" and similar signs on windows or elsewhere in or on the Premises; (e) to perform any acts related to the safety, protection, preservation, reletting, sale or improvement of the Premises or any building; (f) to regulate and control the people who enter said Premises and their conduct and to enter upon said Premises at any time to eject therefrom any disorderly person or persons; (g) to make or adopt from time to time such reasonable rules and regulations for the care or cleanliness of any building and the safety, protection or welfare of tenants, occupants, invitees or permittees on or about any building, and Lessee agrees to abide by and obey all such rules and regulations; and (h) to enter upon and decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy during the last ninety (90) days of the Lease Term or any part thereof or at any time after Lessee abandons the Premises provided it does not unreasonably impair Lessee's use and enjoyment of the Premises or interfere with the Leased Activities. The exercise of any reserved right by Lessor shall never be deemed an eviction or disturbance of Lessee's use and possession of the Premises nor render Lessor liable in any manner to Lessee or to any other person.

7. **WAIVER OF CLAIMS & INDEMNITY.**

(a) To the fullest extent permitted by law, Lessor, the Northeast Illinois Regional Commuter Railroad Corporation (["NIRCRC"]) and the Regional Transportation Authority (["RTA"]) and their directors, officers, agents and employees shall not be liable, and Lessee waives all claims, for damage to property or injury or death to any person, sustained by Lessee as a result of the Leased Activities on or use of the Premises or any part thereof, or any equipment or appurtenances being in disrepair or resulting from any accident on or about the Premises, or as a result, directly or indirectly, of any act or neglect of any tenant or occupant of the Premises or of any other person, except to the extent caused by Metra's negligence. The waiver set forth herein shall include without limitation damage, injury or death caused by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, vibration of structure from train movement, construction, remodeling, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, or the activities of other tenants, occupants or their employees on or about the Premises or of any other person or any other circumstance whether or not of a like nature.

In the event any such damage to the Premises or any part thereof results from any act or neglect of Lessee, Lessor may repair such damage and Lessee shall, upon demand by Lessor, reimburse Lessor for the total cost of such repairs. The waivers and releases set forth herein shall survive termination of this Agreement.

(b) All property on or about the Premises belonging to Lessee or any other occupant of the Premises shall be there at the risk of Lessee or other occupant only and Lessor shall not be liable for damage thereto or theft or misappropriation thereof. Any and all property which may be removed from the Premises by Lessor pursuant to the terms of this Agreement or by law, to which Lessee is or may be entitled, may be handled or removed by Lessor at the risk, cost and expense of Lessee, and Lessor shall in no event be responsible as warehouseman, bailee or otherwise for any property left on the Premises by Lessee or for the value, preservation or safekeeping thereof. Lessee shall pay to Lessor upon demand any and all expenses incurred by Lessor for the removal of Lessee's property from the Premises in accordance with the terms of this Agreement.

(c) To the fullest extent permitted by law, Lessee agrees to protect, indemnify, defend and forever hold harmless Lessor, NIRCRC and RTA and their respective directors, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from the Leased Activities, Lessee's improvement, maintenance or use of the Premises, Lessee's negligence, or the failure of Lessee to comply with the provisions of this Agreement, except to the extent caused by the actions, omissions or negligence of Lessor, NIRCRC, or the RTA.. The indemnities set forth herein shall survive termination of this Agreement.

8. **LIENS AND ASSIGNMENTS.** Lessee agrees not to suffer or permit any lien of mechanics or materialmen to be placed against the Premises or any part thereof and, in case of any such lien attaching to the Premises, immediately to pay off and remove the same. It is further agreed by the Parties hereto that Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law, or otherwise, to attach to or to be placed upon Lessor's title or interest in the Premises, and any and all liens and encumbrances created or suffered by Lessee or its tenants shall attach to Lessee's interest only. Lessee shall indemnify and hold harmless Lessor against and from all costs, liabilities, suits, penalties and claims arising therefrom. It is further agreed by the Parties that Lessee has no authority or power to assign this Agreement or to convey or sublet the Premises or any interest thereunder or any part thereof without the prior written consent of Lessor.

9. **CONDITION OF THE PREMISES.** Lessee has examined and inspected the Premises and knows the condition of said Premises and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, its agents or employees prior to or at the execution of this Agreement that are not expressed in this Agreement. Lessee accepts the Premises in as is condition and subject to any and all existing easements, pipe lines, telephones, telegraph,

communication and signal lines or any other similar facilities whether or not owned or controlled by Lessor, together with any future installations thereof, provided such future installations do not unreasonably interfere with Lessee's use of the Premises.

10. ALTERATIONS.

(a) Lessee shall not install any apparatus for illumination, air conditioning, cooling, heating, refrigeration or ventilation of the Premises, or make any alterations of or additions to the Premises without Lessor's prior written consent. Whenever such consent is sought and before any contract is let or any work is done or any materials are delivered on the Premises or on Lessor's property, Lessee shall comply with Lessor's requests for plans, specifications, names and addresses of contractors, copies of contracts, necessary permits, insurance and indemnification in form and amount satisfactory to Lessor to prevent or cover liens, costs, damages and expenses of all kinds. Lessor's decision to refuse any consent shall be conclusive. Lessee shall pay the costs of all such improvements, installations, alterations and additions, if permitted by Lessor, and the expense of the maintenance and operation thereof.

(b) All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, in or upon the Premises, whenever and whether placed there by Lessee or Lessor, shall be Lessor's property and shall remain upon the Premises upon termination of this Agreement by lapse of time or otherwise, all without compensation, allowance or credit to Lessee; provided, however, if prior to such termination or within ten (10) days thereafter Lessor so directs by written notice, Lessee shall promptly remove the installations, additions, hardware, non-trade fixtures and improvements which were placed in the Premises by Lessee and which are designated in the notice, failing which Lessor may remove the same and Lessee shall pay the cost thereof. All store fixtures, counters, dividers and installed personal property on the Premises shall remain the Lessee's property and may be removed by Lessee when Lessee vacates the Premises. Lessee may not remove any floor covering paid for and laid by Lessee unless approved by or required by Lessor. If required by Lessor, Lessee shall: (a) also remove all nails, tacks, paper, glue, bases and other vestiges of the floor covering and restore the floor surface to the condition existing before such floor covering was laid, or (b) pay to Lessor upon request, the cost of restoring the floor surface to such condition. If Lessee does not remove Lessee's furniture, floor coverings, radiator covers, Venetian blinds, window ventilators, trade fixtures and other personal property of all kinds from the Premises as directed by Lessor prior to the end of the Lease Term, Lessee shall be conclusively presumed to have conveyed the same to Lessor under this Agreement, as if by a bill of sale without further payment or credit by Lessor to Lessee.

(c) In all contracts executed by Lessee for the construction, improvement, repair or maintenance of improvements located or to be located on the Premises, Lessee will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Lessor, NIRCRC and RTA, their respective directors, officers, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any

way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(d) Lessee will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring (1) the Commuter Rail Division of the Regional Transportation Authority (d/b/a Metra/Metropolitan Rail), (2) the Regional Transportation Authority and (3) the Northeast Illinois Regional Commuter Railroad Corporation, their respective directors, officers, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor.

(e) Lessor reserves the right to have its employees, agents or independent contractors perform any such work set forth in the plans and specifications it approves and Lessee agrees to pay the cost of all such improvements performed by or on behalf of Lessee, whether by Lessor's employees, agents or independent contractors.

11. USE OF PREMISES.

(a) Lessee shall maintain and use the Premises and improvements thereon in compliance with the requirements of all local, state and federal ordinances, laws, rules and regulations in effect during the Lease Term. Lessee shall not make or permit any use of the Premises which may be dangerous to life, limb or property, or which may interfere with normal railroad operations, or which may increase the premium cost of or invalidate any policy of insurance carried on the Premises or covering Lessor's operations on the Premises or any part or appurtenance thereof.

(b) Lessee shall not display, install, inscribe, paint or affix any sign, billboard, picture, advertisement or notice (collectively "Signs") on the Premises nor shall Lessee allow others to place Signs on the Premises except in such place or places and of such color, size, design, style and material as shall have the prior written approval of Lessor and, upon expiration of the term, whether by lapse of time or otherwise, and/or at the request of Lessor, Lessee shall remove all such Signs. Lessee shall not make or permit any noise or odor that is objectionable to the public or to Lessor, to emanate from the Premises and shall not create or maintain a nuisance thereon. Lessor makes no covenant for quiet enjoyment of the Premises.

(c) Lessee, its employees, agents or contractors shall not create and shall use their reasonable best efforts to prevent the occurrence of dangerous or hazardous conditions on the Premises. Lessee shall not allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire and further shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over environmental matters affecting the Premises. If as a result of the Lessee's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Lessee shall protect, hold harmless, defend and indemnify Lessor, NIRCRC and RTA from and against any and all loss,

penalties, fines, costs, damages or expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations. Should any contamination or other environmental condition occur or result from Lessee's use or occupancy of the Premises, Lessee will be responsible for all costs associated with its mitigation, cleanup and any related liability. The provisions of this paragraph shall survive the termination of this Agreement.

12. REPAIRS AND MAINTENANCE.

(a) During the Lease Term, Lessee shall, at Lessee's sole cost and expense, keep the Premises, including but not limited to all fixtures, improvements, installations, hardware, and personal property in good order, condition and repair. Lessee shall also maintain and replace (including installation) all broken glass with glass of the same size and quality, under the supervision and with the approval of Lessor. By notice, Lessor may require Lessee to maintain and deposit with Lessor policy or policies of insurance, issued by carriers satisfactory to Lessor, insuring against breakage of all plate glass in the Premises and to furnish to Lessor satisfactory evidence that said policy or policies continue to be in force and effect. If Lessee fails to comply with such requirement, Lessor may obtain such insurance and keep the same in force and effect and Lessee shall pay Lessor, upon request, the premium cost thereof for the Lease Term then unexpired. If Lessee does not make repairs promptly and adequately, Lessor may, but shall not be required to, make such repairs, and Lessee shall pay promptly the reasonable cost thereof, including overtime and other expenses. After having given Lessee thirty (30) days prior notice, Lessor may, either voluntarily or pursuant to governmental requirement and at Lessor's own expense, make repairs, alterations or improvements in or to the Premises or any part thereof, including any building, and during operations may do all things necessary in connection therewith, all without any liability to Lessee by reason of interference, inconvenience, annoyance or loss of business. Lessor shall not be liable to Lessee for any expense, injury, loss or damage resulting to Lessee from work done in, upon, along the Premises or from the use of any adjacent or nearby building, land, street, alley or way.

(b) Lessee agrees that during the Lease Term it will exercise such care to be taken, as shall adequately protect the facilities, structures and contents in, on or about the Premises, including but not limited to that belonging to the Parties, against all dangers or damage to which they may be exposed from fire. Lessee shall, at Lessee's sole cost and expense, maintain, repair and replace any fire protection equipment on the Premises, including extinguishers and sprinkler systems, as required by local ordinance.

13. INSURANCE.

(a) Lessee covenants and agrees that it will maintain at Lessee's expense the insurance required by this Agreement during the Lease Term. Lessee shall obtain policies of insurance providing the following coverage in the amounts stipulated:

(1) General Liability:

(a) Bodily Injury

\$_____ each person

- | | | |
|---|--|--------------------------|
| | | \$ _____ each occurrence |
| (b) Property Damage | | \$ _____ each occurrence |
| (2) Fire Legal Liability with Extended Coverage: | | |
| (a) Property Damage | | \$ _____ each occurrence |
| (3) Workmen's Compensation and Employee Liability: | | statutory amounts |

(b) To the extent permitted by law, all insurance coverage required under the terms of this Agreement shall list: (1) the Commuter Rail Division of the Regional Transportation Authority (d/b/a Metra/Metropolitan Rail), (2) the Regional Transportation Authority and (3) the Northeast Illinois Regional Commuter Railroad Corporation as additional insureds. A duplicate copy of each such insurance policy or a certificate of insurance shall be furnished to Lessor prior to the commencement of the Leased Activities on the Premises and must show on the insurance policy or the certificate of insurance that Lessor will be properly notified in writing thirty (30) days prior to any termination, cancellation or modification of such policies. If such insurance is not in effect at any time, Lessee will immediately cease Lessee's use of the Premises and, upon failure to do so, Lessor has the authority and Lessee's consent to prevent Lessee from using the Premises. Lessee's failure to obtain proper insurance coverage or to insure Lessor as an additional insured shall not at any time operate as a waiver of Lessor's right to indemnification and defense against any claim under the terms and conditions of this Agreement.

(c) Lessee waives all claims for recovery from Lessor for any loss or damage (whether or not such loss or damage is caused by the negligence of Lessor and notwithstanding any provision or provisions contained in this Agreement to the contrary) to any of Lessee's property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when it is permitted by the applicable policy of insurance.

14. UNTENANTABILITY.

(a) Lessee hereby releases Lessor, NIRCRC and RTA, their respective directors, officers, agents and employees, from all liability for loss or damage caused by fire or other casualty by reason of any injury to or destruction of any real or personal property of any kind, owned by Lessee, or in which Lessee is interested, which now is or may hereafter be placed on any part of the Premises. The Lessee further agrees that if the release hereinbefore made shall not be valid, the Lessor, NIRCRC, and RTA shall have the full benefit of any insurance effected by Lessee on the Premises or any improvement thereon. It is expressly understood and agreed as one of the considerations to Lessor for making of this Lease, and one of the conditions upon which it is made, that Lessee's insurer shall not have any claim, cause or action or demand against the Lessor, or any party or corporation at any time owning or operating the property fo said Lessor on account of any damage or injury or

destruction of the Premises or any improvements thereon, on account of any payment made to Lessee or any other party by reason of such damage, injury or destruction, and Lessee agrees to defend, indemnify and hold harmless Lessor, NIRCRC and the RTA, their respective directors, officers, agents, and employees against any such claim, cause of action or demand.

(b) If the Premises or any building are made wholly or partially untenable by fire or other casualty, Lessor may elect to: (a) terminate this Lease Agreement as of the date of the fire or casualty by notice to Lessee within thirty (30) days after the date of such fire or casualty; or (b) repair, restore or rehabilitate the Premises or any building within sixty (60) days after Lessor is able to take possession of the damaged Premises and to undertake repair, restoration or reconstruction, in which latter event this Lease shall not terminate but Rent shall be abated on a per diem basis while the Premises are untenable. To the extent not covered by Lessee's policies of insurance, all expenses arising out of said repair, restoration or reconstruction shall be apportioned between Lessor and Lessee on the basis of the respective fault of the Parties; provided, however, that Lessor shall not be required to expend for such repair, restoration or reconstruction an amount greater than the actual insurance proceeds received by Lessor as a result of such fire or casualty. If Lessor elects to so repair, restore or rehabilitate the Premises or any building and does not substantially complete the work within the sixty (60) day period, either Party may terminate this Lease Agreement, retroactive to the date of the fire or casualty, by notice to the other Party not later than seventy (70) days after Lessor is unable to complete said reconstruction or repairs. In the event of termination pursuant to this section, Rent shall be apportioned on a per diem basis and shall be paid to the date of the fire or casualty. Until the damaged portion of the Premises is ready for occupancy by Lessee, Rent shall be abated on a per diem basis in proportion to the part of the Premises which is rendered unusable by Lessee. Lessor shall not carry insurance on and in no event shall be liable to the Lessee for damage to Lessee's property, including without limitation furnishings fixtures or equipment, or Lessee's lost revenues or profits arising from such untenability.

(c) Lessee further agrees that in case any building, personal property, or other improvement owned or controlled by Lessee now or hereafter located upon said Premises is damaged or destroyed wholly or partially by fire or other casualty, Lessee shall remove all debris, trash or rubbish caused by or incident to said damage or destruction at the time and dates specified by Lessor and, in case of failure so to do, Lessor may, at its option, enter upon the Premises and remove such debris, trash or rubbish at the sole cost of Lessee, and Lessee hereby agrees to pay such cost to the Lessor upon presentation of a bill therefor.

15. **CONDEMNATION.** If the Premises or any part thereof shall be taken or condemned by any competent authority for any purpose, or is sold by Lessor under the threat of condemnation, the Lease Term as to the part so taken shall terminate upon the date when possession of the part so taken shall be required. Current Rent shall be abated in its entirety from the date of such termination in the event the part so taken renders the Premises untenable or unreasonably interferes with Lessee's ability to conduct the Leased Activities on the Premises and Lessee shall have no right to share in the condemnation award or sales proceeds.

16. **REMEDIES.** All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law.

(a) If any voluntary or involuntary petition or similar pleading under any section(s) of any bankruptcy act shall be filed by or against Lessee, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Lessee insolvent or unable to pay Lessee's debts, then Lessor may, with or without notice of such election, forthwith terminate this Lease. Lessor shall, upon such termination, be entitled to recover damages in an amount equal to the then present value of the Rent for the remainder of the Lease Term.

(b) If Lessee defaults in the payment of Rent and fails to cure such default within five (5) days after the date Rent is due or if Lessee defaults in the prompt and full performance of any other provision of this Agreement and such default continues and is not cured to the satisfaction of Lessor within five (5) days of such default, at Lessor's sole option, this Agreement and Lessee's lease of the Premises shall automatically cease and terminate without further action of or notice by Lessor. Lessee hereby agrees to waive any and all rights to statutory notice of default under the terms of this Agreement; provided, however, that Lessor, in Lessor's sole discretion, may elect, but shall not be required, to give Lessee notice of such default and/or an extension of the time to cure such default. If the leasehold interest of Lessee is levied upon or attached by process of law, or if Lessee makes an assignment for the benefit of creditors, or if Lessee abandons the Premises, then and in any such event Lessor may, with or without notice of such election, terminate this Lease Agreement and/or Lessee's right to possession.

(c) No waiver of any obligation or default of Licensee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. No receipt of money by Lessor from Lessee: (1) after any default by Lessee; (2) after the termination of this Lease; (3) after the service of any notice or demand; (4) after the commencement of any suit; or (5) after final judgment for possession of the Premises, shall waive such default or reinstate, continue or extend the Lease Term or affect in any way such notice or suit, as the case may be.

(d) Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession without termination of this Lease, Lessee shall surrender possession and vacate the Premises immediately and deliver possession thereof to Lessor in as good or better condition than that which existed prior to the commencement of the Leased Activities on or Lessee's use of the Premises. If Lessee does not remove Lessee's improvements and other personal property of all kinds from the Premises prior to the end of the Lease Term, Lessor may remove all such improvements and personal property at Lessee's sole cost and expense or, at Lessor's option, Lessee shall be conclusively presumed to have conveyed the same to Lessor under this Agreement as if by a bill of sale without further payment or credit by Lessor to Lessee. Lessee hereby grants to Lessor full and free license to enter the Premises in such event, with or without process of law, and to repossess the Premises and to remove Lessee and any others who may be

within the Premises. Lessor may remove any and all property from the Premises using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Lessor's rights to Rent or any other right given to Lessor hereinunder or by operation of law. Lessee shall pay Lessor as liquidated damages and not as a penalty for forfeiture, at a rate of two times the amount of the Fixed Rent per month for each month that Lessee retains possession of the Premises or any part thereof after the termination of Lessee's lease of the Premises or this Agreement whether by lapse of time or otherwise as provided for in this Agreement. Possession of the Premises shall include without limitation continued placement of materials, signs, debris or other articles or property owned or permitted by Lessee to be placed on or about the Premises. No termination of Lessee's lease shall release the Lessee from any liability or obligation that accrued under the terms of this Agreement prior to said termination.

(e) If Lessee abandons the Premises and Lessor elects to terminate Lessee's right to possession only, without terminating this Agreement, Lessor may enter onto the Premises, remove Lessee's property and other evidences of tenancy and take and hold possession thereof as set forth in this section above. Upon and after entry into such possession without termination of this Agreement, Lessor may, but need not, relet the Premises or any part thereof for the account of Lessee to any person, firm or corporation other than Lessee for such time and upon such terms as Lessor shall determine. Lessor shall not be required to accept any tenant offered by Lessee or to observe any instructions given by Lessee about such reletting. In any such case, Lessor may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent deemed by Lessor necessary or desirable, and Lessee shall, upon demand, pay the cost thereof, together with Lessor's expenses of the reletting. If the consideration collected by Lessor upon any such reletting for Lessee's account is not sufficient to pay the full monthly amount of the Rent reserved in this Agreement together with the costs of repairs, alterations, additions, redecorating and Lessor's expenses, Lessee shall pay to Lessor the amount of each monthly deficiency upon demand; and if the consideration so collected from any such reletting is more than sufficient to pay the full amount of the Rent reserved herein, such surplus shall be retained as compensation for costs and expenses incurred by Lessor.

(f) Should Lessee retain possession or use of the Premises or any part thereof after the termination of Lessee's lease by Lessor or as otherwise provided for in this Agreement, Lessee shall, at the option of Lessor, become a Lessee from month to month only upon each and all of the terms herein provided as may be applicable to such month to month lease, and any such holding over shall not constitute an extension of this Lease; provided, however, that Lessee shall pay Lessor all damages, incidental or consequential as well as direct, sustained by Lessor, NIRCRC and RTA and their respective directors, employees, agents and licensees by reason of such retention of possession or use.

17. **GOVERNMENTAL AUTHORITY.** This Agreement is made subject to the approval of any governmental authority having jurisdiction thereover.

18. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute

shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission with proof of successful transmission sent within twenty-four (24) hours of said transmission by Lessor or Lessee at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

(a) Notices to Lessor shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 322-8010
Fax: (312) 322-7098

(b) Notices to Lessee shall be sent to:

Phone: _____
Fax: _____

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

19. **TERMINATION.** In the event the demised Premises are required by Lessor to be used for and in Lessor's railroad operations, Lessor may terminate this Lease Agreement and the tenancy hereby created at any time by giving Lessee sixty (60) days prior written notice of Lessor's intention to so terminate. No termination of this Lease Agreement shall release the Lessee from any liability or obligation that accrued prior to said termination. In the event this Lease Agreement is terminated pursuant to this section, any unearned prepaid rentals made by the Lessee under the terms and conditions of this Agreement shall be refunded to the Lessee on a prorated basis less any other monies which may be due Lessor.

20. **PROPERTY RIGHTS.** This Lease Agreement does not confer upon or vest in Lessee any right, title or interest in or to any property of Lessor except such rights as are specifically stated in this Agreement and all rights not specifically conferred to Lessee are reserved in Lessor. Lessor is not and never shall be liable to any creditor of Lessee or to any claimant against the estate or property of Lessee for any debt, loss, contract or other obligation of Lessee. The relationship between Lessor and Lessee is solely that of landlord and tenant and is not and never shall be deemed a partnership or

joint venture.

21. **INABILITY TO PERFORM.** Except as otherwise expressly provided in this Agreement, this Agreement and the obligation of Lessee to pay Rent and to make any other payments as delineated hereunder and perform all of the other covenants and agreements hereunder on the part of Lessee to be performed shall not be affected, impaired or excused, nor shall Lessor at any time be deemed to be in default hereunder because Lessor is unable: (1) to fulfill any of its obligations under this Agreement; (2) to supply or is delayed in supplying any service expressly or by implication to be supplied; or (3) Lessor is prevented or delayed from so doing by reason of strike or labor troubles or any other cause whatsoever beyond the reasonable control of Lessor.

22. **ATTORNEYS' FEES.** In the event of any litigation or arbitration between Lessee and Lessor to enforce any provision of this Lease, or any right of either Party hereto, if Lessor is the prevailing Party, Lessee shall pay to Lessor all costs and expenses, including court costs and reasonable attorneys' fees, incurred by Lessor with respect to such litigation or arbitration. If Lessor, without fault is made a party to any litigation instituted by or against Lessee, Lessee shall indemnify Lessor against and save it harmless from all costs and expenses, including reasonable attorneys' fees incurred by Lessor in connection therewith.

23. **ESTOPPEL CERTIFICATE.** Lessee shall at any time and from time to time, after having received ten (10) days' prior written notice from Lessor execute, acknowledge or deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of the modification and certifying that this Lease, as so modified, is in full force and effect) and the dates which Rent is due Lessor and other charges are paid and acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder or specifying such defaults if any are claimed. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that this Lease is in full force and effect, without modification except as may be represented by Lessor, and that there are no uncured defaults in Lessor's performance.

24. **REAL ESTATE BROKER.** Lessee represents that Lessee has dealt with no real estate broker in connection with this Lease and agrees to indemnify, defend and hold Lessor harmless from all claims or demands of any broker or brokers for any commission alleged to be due such broker or brokers in connection with its participating in the negotiation with Lessee of this Lease.

25. **JURY TRIAL.** Lessee hereby agrees to waive all its rights to a jury trial in any action brought by either Party pursuant to or to enforce the rights or obligations of the Parties under the terms, conditions and provisions of this Agreement.

26. **GENERAL.** This Agreement and the rights and obligations accruing hereunder are binding upon the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Section

captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any exhibit hereto, the terms set forth in such exhibit shall govern and control. *Time is of the essence with respect to the performance of the terms, covenants, and provisions set forth in this Agreement.*

27. **LESSOR'S LIEN.** Lessor shall have a first lien upon the interest of Lessee under this Lease to secure the payment of all moneys due under this Agreement, which lien may be foreclosed in equity at any time when money is overdue under this Agreement; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of the Premises and who may relet the same under the orders of the court appointing said receiver.

28. **[PLEASE CONFIRM_] CLEARANCES.** If applicable, Lessee shall not erect or allow to be erected any improvements or place material or obstruction of any kind or make any excavation on or about the Premises or the adjoining property without giving a clearance of at least eight (8) feet six (6) inches from the centerline of any railroad track and headroom of not less than twenty-five (25) feet above the top of the rails, except in the case of platforms not higher than four (4) feet above the top of the nearest rail of said track a minimum clearance of six (6) feet from the centerline of said track to the edge of platforms will be permitted. All windows, doors or gates shall be of the swinging type, or shall open toward the inside of the enclosure when such enclosure is so located that the said window, doors or gates, if opening outward, would, when opened, swing closer than eight (8) feet six (6) inches to the centerline of said track. If by statute, ordinance or order of competent public authority a greater or other clearance shall be required than provided in this Paragraph, Lessee shall immediately comply with such statute, ordinance or order. Lessee assumes all responsibility for and agrees to protect, defend, indemnify and hold harmless Lessor, NIRCRC and RTA, their respective directors, officers, agents and employees, from and against all loss, damage and expense caused by, or arising out of, or contributed to by the erection or presence of any improvement or the placing, storing or presence of material or obstruction of any kind or making or presence of any excavation at any place prohibited by this Section.

29. **RAIL SERVICE.** Lessor makes no warranties or representations, expressed or implied, as to continued or future rail service to the Premises.

30. **ENTIRE AGREEMENT.** It is expressly agreed by and between the Parties hereto that all of the agreements, terms and covenants contained in this Agreement are the only and incorporate all agreements entered into between the Parties affecting the Premises. No modification, waiver or amendment of this Agreement, or any of its terms, shall be binding upon Lessor or Lessee unless it is in writing, dated subsequent to the date of this Agreement and signed by a duly authorized officer(s) of the Party to be charged. The Lessee expressly acknowledges that Lessor has made no agreements affecting the Premises except those as are expressed herein.

____[add if applicable] 31. **CONTROL OF MASTER LEASE.** To the extent applicable to the Premises, Municipality agrees to be bound by and assume all of the obligations of Metra under the terms and conditions of the Master Agreement. In the event of a conflict between a provision or provisions of the Master Agreement and a provision or provisions of this Agreement the provision or provisions of the Master Agreement shall take precedence and control. Notwithstanding anything to the contrary contained in this Agreement, in the event Railroad terminates Metra's lease of the Premises under the terms and conditions of the Master Agreement then this Agreement and the rights granted pursuant thereto shall automatically terminate.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

LESSOR:

LESSEE:

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

By: _____
Philip A. Pagano, Executive Director

ATTEST:

By: _____
Assistant Secretary

Appendix E: Revenue and Expense Estimation for State Ownership

Revenue and Expense Estimation Methodology

In order to develop a preliminary estimate the financial responsibilities of the state if the state were to operate all of the New Haven line rail stations, station by station expenses and revenues were estimated through extrapolation from the financial data provided by the towns and CDOT during Phase One of this study. Stations with parking structures versus surface parking, or station buildings versus shelters and platforms are treated differently in the methodology. Estimates exclude agreements between the state and several privately-owned parking lots including Temple Street garage in New Haven and the church lots in Southport and East Norwalk. Estimates also exclude the expenses referred to as ‘Metro-North Expenses’ in Phase One. These are platform-related expenses and include: platform, lighting, shelter, and canopy maintenance, ticket machine installation and electricity, mechanical expenses and electricity, intercom communications, and crews to clean under the platform. The ‘Metro-North Expenses will continue regardless of governance method.

Station Expenses

Station by station expenses were estimated using a generic square footage of building space and the number of parking spaces. Three categories of stations were identified and each has its own methodology. The three types of stations are: those with station buildings, platforms and surface parking, those with shelters, platforms, and surface parking, and those with station buildings, platforms and a mixture of structured and surface parking. The methodology associated with each category of station is presented in the following sections.

After conferring with CDOT, it was determined that the average station building size is 2,125 square feet (85 feet by 25 feet). Stations with shelters and platforms do not have full size platforms and have lengths of approximately 150 feet and widths of 10 feet, for square footages of 1,500. The exception is Greenwich, where the platform, bridge and ticket office are maintained by CDOT. Building square footages for the larger station buildings with structured parking were also obtained from CDOT and are approximately 100,000 square feet in New Haven, 28,000 square feet in Bridgeport, and 30,000 square feet in Stamford. The South Norwalk Station is located directly inside the parking garage as a single facility.

Stations with Buildings, Platforms and Surface Parking

After reviewing the data provided and the variability inherent in how the numbers were developed, the most consistent and reasonable cost estimates were those based on total cost divided by number of parking spaces derived from five locations. None of the stations in this category track expenses by separating the building and parking areas. Total expenses per station were available from the Financial Review completed as Task 4.3 of this project. For each of the stations the year 2000 total expenses were divided by the number of parking spaces at each location. These per space expenses were then averaged to get an amount of approximately \$400 per parking space. This number includes the cost to operate and maintain the station building, because separate building expense numbers were not available. Thus, from this total cost the square foot operating and maintenance cost for the buildings needed to be determined. Based on two methods, the use of selected data from the New Haven station where the numbers were

separable and the development of a budget build up estimating the cost per line item expense, the building expenses per square foot were estimated to be \$15.

Stations with Shelters, Platforms, and Surface Parking

For stations with shelters and platforms, the itemized estimation of annual costs from the previous analysis was taken apart to include only platform expenses and resulted in a cost of approximately \$5 per square foot of platform space for annual operations and maintenance.

Total Cost for Stations with Surface Parking

The total cost for each station was calculated by multiplying the total number of spaces by \$400. The building/platform cost was determined by multiplying the square footage of the building/platform by \$15/\$5. The building/platform cost was then subtracted from the total cost to get the parking expenses for the station. The percentage of the total cost used for building expenses was also calculated. The results of these calculations are shown in Table 5. Also notice in Table 5 that the percentage of the expenses related to the building out of the total amount of expenses is included. With the greater amount of parking the percentage of the funds spent on the building decreases. For example, in Fairfield, with 1,216 spaces, the building expenses make up 7% of the total where in Southport, with 99 parking spaces, the building expenses take up 80% of the total.

Stations with Buildings, Platforms, and a Mixture of Structured and Surface Parking

For the stations with buildings, platforms, and a mixture of structured parking and surface parking, the estimate was developed from New Haven Station's financial data in FY 2004 for July through February. The numbers were annualized to fill out the year. New Haven breaks down its numbers into garage expenses and building expenses, so the estimation was relatively straightforward. The numbers do not, however, distinguish between structured parking and surface parking, so part of the model used for the stations with surface parking was needed to determine the expenses for the surface parking.

The New Haven station building costs approximately \$1.6 million per year to operate and maintain. The station building is approximately 100,000 square feet, so per square foot it costs about \$16 to operate and maintain the station building. For the garage, the annual expenses amount to \$1.2 million. The garage has 884 parking spaces and the surface lot has 269 parking spaces. Using the average surface space expense estimation described earlier, it costs \$350 per surface parking space for operations and maintenance. So, in order to get the structured parking space expense, \$94,150 (\$350 multiplied by 269 spaces) is subtracted from the total to get \$1,149,336. That number is divided by 884 structured parking spaces to get a per space total of \$1,300. Therefore, in order to get the parking cost for the larger stations, structured parking spaces were multiplied by \$1,300 and surface parking spaces were multiplied by \$350. The total building cost was obtained by multiplying the square footage of the buildings by \$15 per square foot (as described above). The total cost represents the sum of these two numbers. Table 14 displays the results of the expense estimation models.

Table 14: Annual Operating and Maintenance Expenses by Station

| Station | Parking Spaces | Building/Platform Sq. Feet | Overall Cost per Parking Space | Cost per Square Foot | Estimated Total Cost | Total Building O&M Cost | Total Parking O&M Cost | Actual Cost per Parking Space | Building Cost % of Total |
|--------------------------|----------------|----------------------------|--------------------------------|----------------------|----------------------|-------------------------|------------------------|-------------------------------|--------------------------|
| <i>New Haven Line</i> | | | | | | | | | |
| New Haven* | 1,153 | 100,000 | \$1,300 | \$15 | \$2,743,350 | \$1,500,000 | \$1,243,350 | \$1,300 | 55% |
| Milford | 444 | 2,125 | \$400 | \$15 | \$177,600 | \$31,875 | \$145,725 | \$328 | 18% |
| Stratford | 294 | 2,125 | \$400 | \$15 | \$117,600 | \$31,875 | \$85,725 | \$292 | 27% |
| Bridgeport* | 1,453 | 28,000 | \$1,300 | \$15 | \$1,831,050 | \$420,000 | \$1,411,050 | \$1,300 | 23% |
| Fairfield | 1,216 | 2,125 | \$400 | \$15 | \$486,400 | \$31,875 | \$454,525 | \$374 | 7% |
| Southport | 99 | 2,125 | \$400 | \$15 | \$39,600 | \$31,875 | \$7,725 | \$78 | 80% |
| Green's Farms | 466 | 2,125 | \$400 | \$15 | \$186,400 | \$31,875 | \$154,525 | \$332 | 17% |
| Westport | 1,454 | 2,125 | \$400 | \$15 | \$581,600 | \$31,875 | \$549,725 | \$378 | 5% |
| East Norwalk | 147 | 2,125 | \$400 | \$15 | \$58,800 | \$31,875 | \$26,925 | \$183 | 54% |
| South Norwalk*^^# | 816 | 0 | \$1,300 | \$15 | \$798,900 | \$0 | \$798,900 | \$1,300 | 0% |
| Rowayton | 330 | 2,125 | \$400 | \$15 | \$132,000 | \$31,875 | \$100,125 | \$303 | 24% |
| Darien | 538 | 2,125 | \$400 | \$15 | \$215,200 | \$31,875 | \$183,325 | \$341 | 15% |
| Noroton Heights | 772 | 2,125 | \$400 | \$15 | \$308,800 | \$31,875 | \$276,925 | \$359 | 10% |
| Stamford* | 2,208 | 30,000 | \$1,300 | \$15 | \$3,217,800 | \$450,000 | \$2,767,800 | \$1,300 | 14% |
| Old Greenwich | 578 | 2,125 | \$400 | \$15 | \$231,200 | \$31,875 | \$199,325 | \$345 | 14% |
| Riverside | 324 | 2,125 | \$400 | \$15 | \$129,600 | \$31,875 | \$97,725 | \$302 | 25% |
| Cos Cob | 567 | 2,125 | \$400 | \$15 | \$226,800 | \$31,875 | \$194,925 | \$344 | 14% |
| Greenwich**# | 905 | 2,000 | \$400 | \$5 | \$362,000 | \$10,000 | \$352,000 | \$389 | 3% |
| <i>New Canaan Branch</i> | | | | | | | | | |
| New Canaan | 929 | 2,125 | \$400 | \$15 | \$371,600 | \$31,875 | \$339,725 | \$366 | 9% |
| Talmadge Hill | 311 | 2,000 | \$400 | \$5 | \$124,400 | \$10,000 | \$114,400 | \$368 | 8% |
| Springdale | 208 | 2,000 | \$400 | \$5 | \$83,200 | \$10,000 | \$73,200 | \$352 | 12% |
| Glenbrook | 156 | 2,000 | \$400 | \$5 | \$62,400 | \$10,000 | \$52,400 | \$336 | 16% |
| <i>Danbury Branch</i> | | | | | | | | | |
| Danbury | 147 | 2,125 | \$400 | \$15 | \$58,800 | \$31,875 | \$26,925 | \$183 | 54% |
| Bethel | 197 | 2,125 | \$400 | \$15 | \$78,800 | \$31,875 | \$46,925 | \$238 | 40% |
| Redding^ | 82 | 1,500 | \$400 | \$5 | \$32,800 | \$7,500 | \$25,300 | \$309 | 23% |
| Branchville | 168 | 2,125 | \$400 | \$15 | \$67,200 | \$31,875 | \$35,325 | \$210 | 47% |
| Cannondale | 140 | 2,125 | \$400 | \$15 | \$56,000 | \$31,875 | \$24,125 | \$172 | 57% |
| Wilton | 212 | 2,125 | \$400 | \$15 | \$84,800 | \$31,875 | \$52,925 | \$250 | 38% |
| Merritt 7^ | 88 | 1,500 | \$400 | \$5 | \$35,200 | \$7,500 | \$27,700 | \$315 | 21% |
| <i>Waterbury Branch</i> | | | | | | | | | |
| Waterbury^ | 156 | 2,000 | \$400 | \$5 | \$62,400 | \$10,000 | \$52,400 | \$336 | 16% |
| Naugatuck^ | 125 | 1,500 | \$400 | \$5 | \$50,000 | \$7,500 | \$42,500 | \$340 | 15% |
| Beacon Falls^ | 28 | 1,500 | \$400 | \$5 | \$11,200 | \$7,500 | \$3,700 | \$132 | 67% |
| Seymour^ | 22 | 1,500 | \$400 | \$5 | \$8,800 | \$7,500 | \$1,300 | \$59 | 85% |
| Ansonia^ | 50 | 1,500 | \$400 | \$5 | \$20,000 | \$7,500 | \$12,500 | \$250 | 38% |
| Derby^ | 75 | 1,500 | \$400 | \$5 | \$30,000 | \$7,500 | \$22,500 | \$300 | 25% |
| TOTALS | 16,858 | | | | \$13,082,300 | \$3,078,125 | \$10,004,175 | | 24% |

*Mixed structured and surface parking, larger station building

**Only maintain platform, bridge and ticket office

^Platform only

^^Station building located inside parking garage, so building costs absorbed in parking costs

#Greenwich Station is privately owned and South Norwalk Station is owned by the city of Norwalk

Parking Revenue

Parking revenue was estimated on a station by station basis based on several assumptions and many different options. Ten options for the parking pricing structure are described in this section. Current parking rates were determined as part of Task 2 in this project and were updated as of July 1, 2004. Number of parking spaces and utilization rates were also determined as part of Task 2 in late 2001/early 2002.

All of the permit parking rates were annualized where needed by multiplying the monthly rate by 12 or the semi-annual rate by 2. In all ten options an oversale rate for permits of 130% was assumed, as was recommended by Connecticut DOT. Occupancy rates were changed in several options for stations along the main line, but current occupancy rates were used in every option for stations located on the branch lines. Permit occupancy rates on the main line were always assumed to be 130% despite actual counts because the permits have been paid for regardless of whether or not the spaces are being used. Also, stations on the main line have waiting lists for permits. Again, however, the current permit occupancy rates were always used for branch line stations. Also for all stations the present mixture of permit and daily spaces was held constant.

Options 1 attempts to describe the present parking situation by using current parking costs and current utilization rates. Option 2 takes the present situation and predicts future daily occupancy rates of 100% on the main line. The rest of the options change the present parking rate structure.

Options 3-8 set annual permit rates at a price that just meets the expenses of the system. Individual station finances are not balanced in these options, only the overall system. Options 3 and 4 assume a \$5 daily rate for parking. Option 3 assumes one parking rate across the board – regardless of branch location or surface versus structured parking with current utilization rates. Option 4 uses the same one-rate scheme and assumes 100% daily occupancy on the main line.

Options 5-8 distinguish between structured and surface parking. This distinction affects New Haven, Bridgeport, South Norwalk and Stamford. The daily rate remains constant for all of these options at \$5 for surface parking and \$8 for structured parking. Option 5 sets the annual permit cost at stations with structured parking at \$720 and slides the surface parking annual permit cost in order to meet the expenses of the system. Option 6 does the same, except the structured parking annual permit is increased to \$780. Options 7 and 8 are exactly the same as 5 and 6 except that they assume 100% daily occupancy at main line stations.

Options 9 and 10 set annual permit rates at \$360 for surface parking and \$720 for structured parking and daily parking rates at \$5 and \$8, respectively. These options allow for the revenue to exceed the expenses in order to simulate a capital fund situation. The options result in a capital fund of approximately 7% and 12% of annual expense, respectively. After talking with CDOT, it is apparent that a renovation/replacement schedule of 10 years is commonplace. At a capital fund rate of 10% of annual expenses, a total of 100% of annual expenses is available for capital improvements every 10 years. Option 9 assumes current daily occupancy on the main line and Option 10 assumes 100%.

Table 15 describes the details of the ten options and also provides expense and revenue totals for each option. Table 16, which covers 3 pages, details the station by station parking revenue estimation and also includes potential revenue from the leasing of station building space.

Table 15: Parking Revenue Estimation – Description of Options

| Characteristic | Option # | | | | | | | | | |
|--|--------------|--------------|-----------------------|-----------------------|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| oversale rate for permits | 130% | 130% | 130% | 130% | 130% | 130% | 130% | 130% | 130% | 130% |
| mixture of permit and daily spaces | current | current | current | current | current | current | current | current | current | current |
| occupancy rate for daily spaces at main line stations | current | 100% | current | 100% | current | current | 100% | 100% | current | 100% |
| occupancy rate for permit spaces at main line stations* | 130% | 130% | 130% | 130% | 130% | 130% | 130% | 130% | 130% | 130% |
| occupancy rates for daily and permit spaces at branch stations | current | current | current | current | current | current | current | current | current | current |
| parking rates | current | current | \$5/day \$485/year | \$5/day \$445/year | <u>surface</u> \$5/day \$265/year <u>structured</u> \$8/day \$720/year | <u>surface</u> \$5/day \$235/year <u>structured</u> \$8/day \$780/year | <u>surface</u> \$5/day \$195/year <u>structured</u> \$8/day \$720/year | <u>surface</u> \$5/day \$165/year <u>structured</u> \$8/day \$780/year | <u>surface</u> \$5/day \$360/year <u>structured</u> \$8/day \$720/year | <u>surface</u> \$5/day \$360/year <u>structured</u> \$8/day \$720/year |
| distinction between surface and structured lots | no | no | no | no | yes | yes | yes | yes | yes | yes |
| Total Expenses | \$13,082,300 | \$13,082,300 | \$13,082,300 | \$13,082,300 | \$13,082,300 | \$13,082,300 | \$13,082,300 | \$13,082,300 | \$13,082,300 | \$13,082,300 |
| Total Revenue | \$11,459,222 | \$12,062,385 | \$13,112,151 | \$13,143,130 | \$13,104,785 | \$13,087,387 | \$13,101,176 | \$13,083,778 | \$14,022,401 | \$14,694,930 |

*Permit occupancy rates assumed to be the oversale rate because all spaces have already been paid for

Table 16: Parking Revenue Estimation by Station Options
Options 1-4

| Station | Parking Spaces | Permit Spaces | Daily Spaces | Annual Permit Cost | Daily Cost | Current Permit Occupancy Rate | Current Daily Occupancy Rate | Option 1 Permit Revenue | Option 1 Daily Revenue | Option 1 Total Revenue | Option 2 Permit Revenue | Option 2 Daily Revenue | Option 2 Total Revenue | Option 3 Permit Revenue | Option 3 Daily Revenue | Option 3 Total Revenue | Option 4 Permit Revenue | Option 4 Daily Revenue | Option 4 Total Revenue | Estimated Total Expenses for Station Building and Parking Lots | |
|--------------------------|----------------|---------------|--------------|--------------------|---------------|-------------------------------|------------------------------|-------------------------|------------------------|------------------------|-------------------------|------------------------|------------------------|-------------------------|------------------------|------------------------|-------------------------|------------------------|------------------------|--|-----------|
| <i>New Haven Line</i> | | | | | | | | | | | | | | | | | | | | | |
| New Haven* | 1,153 | 54 | 1,099 | \$780 | \$8.00 | 89% | 100% | \$54,756 | \$2,285,920 | \$2,340,676 | \$54,756 | \$2,285,920 | \$2,340,676 | \$34,047 | \$1,428,700 | \$1,462,747 | \$31,239 | \$1,428,700 | \$1,459,939 | \$2,743,350 | |
| Milford | 444 | 361 | 83 | \$250 | \$5.00 | 64% | 86% | \$117,325 | \$92,794 | \$210,119 | \$117,325 | \$107,900 | \$225,225 | \$227,611 | \$92,794 | \$320,405 | \$208,839 | \$107,900 | \$316,739 | \$177,600 | |
| Stratford | 294 | 222 | 72 | \$270 | \$5.00 | 89% | 89% | \$77,922 | \$83,304 | \$161,226 | \$77,922 | \$93,600 | \$171,522 | \$139,971 | \$83,304 | \$223,275 | \$128,427 | \$93,600 | \$222,027 | \$117,600 | |
| Bridgeport^ | 1,453 | 950 | 503 | \$438 | \$6.00 | 26% | 100% | \$540,930 | \$784,680 | \$1,325,610 | \$540,930 | \$784,680 | \$1,325,610 | \$598,975 | \$653,900 | \$1,252,875 | \$549,575 | \$653,900 | \$1,203,475 | \$1,831,050 | |
| Fairfield | 1,216 | 861 | 355 | \$340 | \$6.00 | 100% | 67% | \$380,562 | \$371,046 | \$751,608 | \$380,562 | \$380,562 | \$553,800 | \$934,362 | \$542,861 | \$309,205 | \$852,066 | \$498,089 | \$461,500 | \$959,589 | \$486,400 |
| Southport | 99 | 82 | 17 | \$230 | \$6.00 | 96% | 71% | \$24,518 | \$18,829 | \$43,347 | \$24,518 | \$26,520 | \$51,038 | \$51,701 | \$15,691 | \$67,392 | \$47,437 | \$22,100 | \$69,537 | \$39,600 | |
| Green's Farms | 466 | 409 | 57 | \$225 | \$4.00 | 80% | 100% | \$119,633 | \$59,280 | \$178,913 | \$119,633 | \$59,280 | \$178,913 | \$257,875 | \$74,100 | \$331,975 | \$236,607 | \$74,100 | \$310,707 | \$186,400 | |
| Westport | 1,454 | 1,158 | 296 | \$225 | \$4.00 | 90% | 73% | \$338,715 | \$224,723 | \$563,438 | \$338,715 | \$307,840 | \$646,555 | \$730,119 | \$280,904 | \$1,011,023 | \$669,903 | \$384,800 | \$1,054,703 | \$581,600 | |
| East Norwalk | 147 | 147 | 0 | \$240 | N/A | 84% | N/A | \$45,864 | N/A | \$45,864 | \$45,864 | N/A | \$45,864 | \$92,684 | N/A | \$92,684 | \$85,040 | N/A | \$85,040 | \$58,800 | |
| South Norwalk | 816 | 694 | 122 | \$650 | \$6.50 | 100% | 24% | \$586,430 | \$49,483 | \$635,913 | \$586,430 | \$206,180 | \$792,610 | \$437,567 | \$38,064 | \$475,631 | \$401,479 | \$158,600 | \$560,079 | \$798,900 | |
| Rowayton | 330 | 302 | 28 | \$275 | \$5.00 | 94% | 96% | \$107,965 | \$34,944 | \$142,909 | \$107,965 | \$36,400 | \$144,365 | \$190,411 | \$34,944 | \$225,355 | \$174,707 | \$36,400 | \$211,107 | \$132,000 | |
| Darien | 538 | 221 | 317 | \$235 | \$2.50 | 81% | 88% | \$67,516 | \$181,324 | \$248,840 | \$67,516 | \$206,050 | \$273,566 | \$139,341 | \$362,648 | \$501,989 | \$127,849 | \$412,100 | \$539,949 | \$215,200 | |
| Noroton Heights | 772 | 431 | 341 | \$235 | \$2.50 | 96% | 82% | \$131,671 | \$181,753 | \$313,424 | \$131,671 | \$221,650 | \$353,321 | \$271,746 | \$363,506 | \$635,252 | \$249,334 | \$443,300 | \$692,634 | \$308,800 | |
| Stamford* | 2,208 | 1,886 | 322 | \$780 | \$6.00 | 100% | 99% | \$1,912,404 | \$497,297 | \$2,409,701 | \$1,912,404 | \$502,320 | \$2,414,724 | \$1,189,123 | \$414,414 | \$1,603,537 | \$1,091,051 | \$418,600 | \$1,509,651 | \$3,217,800 | |
| Old Greenwich | 578 | 506 | 72 | \$200 | \$5.00 | 93% | 86% | \$131,560 | \$80,496 | \$212,056 | \$131,560 | \$93,600 | \$225,160 | \$319,033 | \$80,496 | \$399,529 | \$292,721 | \$93,600 | \$386,321 | \$231,200 | |
| Riverside | 324 | 288 | 36 | \$200 | \$5.00 | 88% | 69% | \$74,880 | \$32,292 | \$107,172 | \$74,880 | \$46,800 | \$121,680 | \$181,584 | \$32,292 | \$213,876 | \$166,608 | \$46,800 | \$213,408 | \$129,600 | |
| Cos Cob | 567 | 510 | 57 | \$200 | \$5.00 | 82% | 51% | \$132,600 | \$37,791 | \$170,391 | \$132,600 | \$74,100 | \$206,700 | \$321,555 | \$37,791 | \$359,346 | \$295,035 | \$74,100 | \$369,135 | \$226,800 | |
| Greenwich | 905 | 425 | 480 | \$200 | \$5.00 | 84% | 98% | \$110,500 | \$611,520 | \$722,020 | \$110,500 | \$624,000 | \$734,500 | \$267,963 | \$611,520 | \$879,483 | \$245,863 | \$624,000 | \$869,863 | \$362,000 | |
| <i>New Canaan Branch</i> | | | | | | | | | | | | | | | | | | | | | |
| New Canaan** | 929 | 682 | 247 | \$330 | \$3.00 | 78% | 82% | \$228,211 | \$157,981 | \$386,192 | \$228,211 | \$157,981 | \$386,192 | \$430,001 | \$263,302 | \$693,303 | \$394,537 | \$263,302 | \$657,839 | \$371,600 | |
| Talmadge Hill** | 311 | 218 | 93 | \$330 | \$3.00 | 89% | 88% | \$83,235 | \$63,835 | \$147,070 | \$83,235 | \$63,835 | \$147,070 | \$137,449 | \$106,392 | \$243,841 | \$126,113 | \$106,392 | \$232,505 | \$124,400 | |
| Springdale^^ | 208 | 146 | 62 | \$630 | \$3.00 | 88% | 87% | \$105,225 | \$42,073 | \$147,298 | \$105,225 | \$42,073 | \$147,298 | \$92,053 | \$70,122 | \$162,175 | \$84,461 | \$70,122 | \$154,583 | \$83,200 | |
| Glenbrook^^ | 156 | 63 | 93 | \$630 | \$3.00 | 65% | 98% | \$33,538 | \$71,089 | \$104,627 | \$33,538 | \$71,089 | \$104,627 | \$39,722 | \$118,482 | \$158,204 | \$84,446 | \$118,482 | \$154,928 | \$62,400 | |
| <i>Danbury Branch</i> | | | | | | | | | | | | | | | | | | | | | |
| Danbury | 147 | 126 | 21 | \$180 | \$5.00 | 57% | 62% | \$16,806 | \$16,926 | \$33,732 | \$16,806 | \$16,926 | \$33,732 | \$79,443 | \$16,926 | \$96,369 | \$72,891 | \$16,926 | \$89,817 | \$58,800 | |
| Bethel*** | 197 | 165 | 32 | \$150 | \$2.50 | 77% | 53% | \$24,775 | \$11,024 | \$35,799 | \$24,775 | \$11,024 | \$35,799 | \$104,033 | \$22,048 | \$126,081 | \$95,453 | \$22,048 | \$117,501 | \$78,800 | |
| Redding | 82 | 65 | 17 | \$150 | \$5.00 | 65% | 59% | \$8,239 | \$13,039 | \$21,278 | \$8,239 | \$13,039 | \$21,278 | \$40,983 | \$13,039 | \$54,022 | \$37,603 | \$13,039 | \$50,642 | \$32,800 | |
| Branchville | 168 | 0 | 168 | N/A | \$0.00 | N/A | 90% | N/A | \$0 | \$0 | N/A | \$0 | \$0 | N/A | \$196,560 | \$196,560 | N/A | \$196,560 | \$196,560 | \$67,200 | |
| Cannondale | 140 | 140 | 0 | \$0 | \$0.00 | 77% | N/A | \$0 | N/A | \$0 | \$0 | N/A | \$0 | \$88,270 | N/A | \$88,270 | \$80,990 | N/A | \$80,990 | \$56,000 | |
| Wilton | 212 | 212 | 0 | \$0 | \$0.00 | 73% | N/A | \$0 | N/A | \$0 | \$0 | N/A | \$0 | \$133,666 | N/A | \$133,666 | \$122,642 | N/A | \$122,642 | \$84,800 | |
| Merritt 7 | 88 | 0 | 88 | N/A | \$0.00 | N/A | 82% | N/A | \$0 | \$0 | N/A | \$0 | \$0 | N/A | \$93,808 | \$93,808 | N/A | \$93,808 | \$93,808 | \$35,200 | |
| <i>Waterbury Branch</i> | | | | | | | | | | | | | | | | | | | | | |
| Waterbury | 156 | 0 | 156 | N/A | \$0.00 | N/A | 15% | N/A | \$0 | \$0 | N/A | \$0 | \$0 | N/A | \$30,420 | \$30,420 | N/A | \$30,420 | \$30,420 | \$62,400 | |
| Naugatuck | 125 | 0 | 125 | N/A | \$0.00 | N/A | 10% | N/A | \$0 | \$0 | N/A | \$0 | \$0 | N/A | \$16,250 | \$16,250 | N/A | \$16,250 | \$16,250 | \$50,000 | |
| Beacon Falls | 28 | 0 | 28 | N/A | \$0.00 | N/A | 21% | N/A | \$0 | \$0 | N/A | \$0 | \$0 | N/A | \$7,644 | \$7,644 | N/A | \$7,644 | \$7,644 | \$11,200 | |
| Seymour | 22 | 0 | 22 | N/A | \$0.00 | N/A | 73% | N/A | \$0 | \$0 | N/A | \$0 | \$0 | N/A | \$20,878 | \$20,878 | N/A | \$20,878 | \$20,878 | \$8,800 | |
| Ansonia | 50 | 0 | 50 | N/A | \$0.00 | N/A | 68% | N/A | \$0 | \$0 | N/A | \$0 | \$0 | N/A | \$44,200 | \$44,200 | N/A | \$44,200 | \$44,200 | \$20,000 | |
| Derby | 75 | 0 | 75 | N/A | \$0.00 | N/A | 39% | N/A | \$0 | \$0 | N/A | \$0 | \$0 | N/A | \$38,025 | \$38,025 | N/A | \$38,025 | \$38,025 | \$30,000 | |
| TOTALS | 16,858 | 11,324 | 5,534 | 310 | \$3.26 | | | \$5,455,777 | \$6,003,444 | \$11,459,222 | \$5,455,777 | \$6,606,608 | \$12,062,385 | \$7,139,782 | \$5,972,369 | \$13,112,151 | \$6,550,934 | \$6,592,196 | \$13,143,130 | \$13,082,300 | |

average average

*annualized
^35% at \$30/month and 65% at \$40/month = \$36.50/month
**residents only
^^75% at \$42/month resident, 25% at \$84/month non resident = \$52.50/month
***\$0.25/hour at ten hours

Option 1
130% sale of permits
current mix of permits and daily spaces
current daily occupancy rate
existing parking rates

Option 3
1 rate across the board that meets the expenses for the system (\$5/day, \$485/year)
130% sale of permits
current mix of permits and daily spaces
current daily occupancy rate

Assumptions
5 days/week
52 weeks/year
use current occupancy rates for branches
handicap spaces are daily unless no daily spaces exist
100% occupancy for permit spaces on main line

Option 2
130% sale of permits
current mix of permits and daily spaces
100% occupancy daily spaces
existing parking rates

Option 4
1 rate across the board that meets the expenses for the system (\$5/day, \$445/year)
130% sale of permits
current mix of permits and daily spaces
100% occupancy daily spaces

Structured parking: New Haven, Bridgeport, South Norwalk, Stamford

Table 16: Parking Revenue Estimation by Station Options
Options 5-8

| Station | Parking Spaces | Permit Spaces | Daily Spaces | Annual Permit Cost | Daily Cost | Current Permit Occupancy Rate | Current Daily Occupancy Rate | Option 5 Permit Revenue | Option 5 Daily Revenue | Option 5 Total Revenue | Option 6 Permit Revenue | Option 6 Daily Revenue | Option 6 Total Revenue | Option 7 Permit Revenue | Option 7 Daily Revenue | Option 7 Total Revenue | Option 8 Permit Revenue | Option 8 Daily Revenue | Option 8 Total Revenue | Estimated Total Expenses for Station Building and Parking Lots |
|--------------------------|----------------|---------------|--------------|--------------------|---------------|-------------------------------|------------------------------|-------------------------|------------------------|------------------------|-------------------------|------------------------|------------------------|-------------------------|------------------------|------------------------|-------------------------|------------------------|------------------------|--|
| <i>New Haven Line</i> | | | | | | | | | | | | | | | | | | | | |
| New Haven* | 1,153 | 54 | 1,099 | \$780 | \$8.00 | 89% | 100% | \$50,544 | \$2,076,100 | \$2,126,644 | \$54,756 | \$2,076,100 | \$2,130,856 | \$50,544 | \$2,076,100 | \$2,126,644 | \$54,756 | \$2,076,100 | \$2,130,856 | \$2,743,350 |
| Milford | 444 | 361 | 83 | \$250 | \$5.00 | 64% | 86% | \$124,365 | \$92,794 | \$217,159 | \$110,286 | \$92,794 | \$203,080 | \$91,514 | \$107,900 | \$199,414 | \$77,435 | \$107,900 | \$185,335 | \$177,600 |
| Stratford | 294 | 222 | 72 | \$270 | \$5.00 | 89% | 89% | \$76,479 | \$83,304 | \$159,783 | \$67,821 | \$83,304 | \$151,125 | \$56,277 | \$93,600 | \$149,877 | \$47,619 | \$93,600 | \$141,219 | \$117,600 |
| Bridgeport^ | 1,453 | 950 | 503 | \$438 | \$6.00 | 26% | 100% | \$889,200 | \$1,046,240 | \$1,935,440 | \$963,300 | \$1,046,240 | \$2,009,540 | \$889,200 | \$1,046,240 | \$1,935,440 | \$963,300 | \$1,046,240 | \$2,009,540 | \$1,831,050 |
| Fairfield | 1,216 | 861 | 355 | \$340 | \$6.00 | 100% | 67% | \$296,615 | \$309,205 | \$605,820 | \$263,036 | \$309,205 | \$572,241 | \$218,264 | \$461,500 | \$679,764 | \$184,685 | \$461,500 | \$646,185 | \$486,400 |
| Southport | 99 | 82 | 17 | \$230 | \$6.00 | 96% | 71% | \$28,249 | \$15,691 | \$43,940 | \$25,051 | \$15,691 | \$40,742 | \$20,787 | \$22,100 | \$42,887 | \$17,589 | \$22,100 | \$39,689 | \$39,600 |
| Green's Farms | 466 | 409 | 57 | \$225 | \$4.00 | 80% | 100% | \$140,901 | \$74,100 | \$215,001 | \$124,950 | \$74,100 | \$199,050 | \$103,682 | \$74,100 | \$177,782 | \$87,731 | \$74,100 | \$161,831 | \$186,400 |
| Westport | 1,454 | 1,158 | 296 | \$225 | \$4.00 | 90% | 73% | \$398,931 | \$280,904 | \$679,835 | \$353,769 | \$280,904 | \$634,673 | \$293,553 | \$384,800 | \$678,353 | \$248,391 | \$384,800 | \$633,191 | \$581,600 |
| East Norwalk | 147 | 147 | 0 | \$240 | N/A | 84% | N/A | \$50,642 | N/A | \$50,642 | \$44,909 | N/A | \$44,909 | \$37,265 | N/A | \$37,265 | \$31,532 | N/A | \$31,532 | \$58,800 |
| South Norwalk | 816 | 708 | 108 | \$650 | \$6.50 | 100% | 24% | \$662,688 | \$53,914 | \$716,602 | \$717,912 | \$53,914 | \$771,826 | \$662,688 | \$224,640 | \$887,328 | \$717,912 | \$224,640 | \$942,552 | \$798,900 |
| Rowayton | 330 | 302 | 28 | \$275 | \$5.00 | 94% | 96% | \$104,039 | \$34,944 | \$138,983 | \$92,261 | \$34,944 | \$127,205 | \$76,557 | \$36,400 | \$112,957 | \$64,779 | \$36,400 | \$101,179 | \$132,000 |
| Darien | 538 | 221 | 317 | \$235 | \$2.50 | 81% | 88% | \$76,135 | \$362,648 | \$438,783 | \$67,516 | \$362,648 | \$430,164 | \$56,024 | \$412,100 | \$468,124 | \$47,405 | \$412,100 | \$459,505 | \$215,200 |
| Noroton Heights | 772 | 431 | 341 | \$235 | \$2.50 | 96% | 82% | \$148,480 | \$363,506 | \$511,986 | \$131,671 | \$363,506 | \$495,177 | \$109,259 | \$443,300 | \$552,559 | \$92,450 | \$443,300 | \$535,750 | \$308,800 |
| Stamford* | 2,208 | 1,886 | 322 | \$780 | \$6.00 | 100% | 99% | \$1,703,286 | \$663,062 | \$2,366,348 | \$1,837,914 | \$663,062 | \$2,500,976 | \$1,693,458 | \$669,760 | \$2,363,218 | \$1,828,086 | \$669,760 | \$2,497,846 | \$3,217,800 |
| Old Greenwich | 578 | 506 | 72 | \$200 | \$5.00 | 93% | 86% | \$174,317 | \$80,496 | \$254,813 | \$154,583 | \$80,496 | \$235,079 | \$128,271 | \$93,600 | \$221,871 | \$108,537 | \$93,600 | \$202,137 | \$231,200 |
| Riverside | 324 | 288 | 36 | \$200 | \$5.00 | 88% | 69% | \$99,216 | \$32,292 | \$131,508 | \$87,984 | \$32,292 | \$120,276 | \$73,008 | \$46,800 | \$119,808 | \$61,776 | \$46,800 | \$108,576 | \$129,600 |
| Cos Cob | 567 | 510 | 57 | \$200 | \$5.00 | 82% | 51% | \$175,695 | \$37,791 | \$213,486 | \$155,805 | \$37,791 | \$193,596 | \$129,285 | \$74,100 | \$203,385 | \$109,395 | \$74,100 | \$183,495 | \$226,800 |
| Greenwich | 905 | 425 | 480 | \$200 | \$5.00 | 84% | 98% | \$146,413 | \$611,520 | \$757,933 | \$129,838 | \$611,520 | \$741,358 | \$107,738 | \$624,000 | \$731,738 | \$91,163 | \$624,000 | \$715,163 | \$362,000 |
| <i>New Canaan Branch</i> | | | | | | | | | | | | | | | | | | | | |
| New Canaan** | 929 | 682 | 247 | \$330 | \$3.00 | 78% | 82% | \$183,260 | \$263,302 | \$446,562 | \$162,514 | \$263,302 | \$425,816 | \$134,852 | \$263,302 | \$398,154 | \$114,105 | \$263,302 | \$377,407 | \$371,600 |
| Talmadge Hill** | 311 | 218 | 93 | \$330 | \$3.00 | 89% | 88% | \$66,840 | \$106,392 | \$173,232 | \$59,273 | \$106,392 | \$165,665 | \$49,184 | \$106,392 | \$155,576 | \$41,617 | \$106,392 | \$148,009 | \$124,400 |
| Springdale^^ | 208 | 146 | 62 | \$630 | \$3.00 | 88% | 87% | \$44,261 | \$70,122 | \$114,383 | \$39,251 | \$70,122 | \$109,373 | \$32,570 | \$70,122 | \$102,692 | \$27,559 | \$70,122 | \$97,681 | \$83,200 |
| Glenbrook^^ | 156 | 63 | 93 | \$630 | \$3.00 | 65% | 98% | \$14,107 | \$118,482 | \$132,589 | \$12,510 | \$118,482 | \$130,992 | \$10,381 | \$118,482 | \$128,863 | \$8,784 | \$118,482 | \$127,266 | \$62,400 |
| <i>Danbury Branch</i> | | | | | | | | | | | | | | | | | | | | |
| Danbury | 147 | 126 | 21 | \$180 | \$5.00 | 57% | 62% | \$24,742 | \$16,926 | \$41,668 | \$21,941 | \$16,926 | \$38,867 | \$18,206 | \$16,926 | \$35,132 | \$15,405 | \$16,926 | \$32,331 | \$58,800 |
| Bethel*** | 197 | 165 | 32 | \$150 | \$2.50 | 77% | 53% | \$43,769 | \$22,048 | \$65,817 | \$38,814 | \$22,048 | \$60,862 | \$32,207 | \$22,048 | \$54,255 | \$27,252 | \$22,048 | \$49,300 | \$78,800 |
| Redding | 82 | 65 | 17 | \$150 | \$5.00 | 65% | 59% | \$14,555 | \$13,039 | \$27,594 | \$12,907 | \$13,039 | \$25,946 | \$10,710 | \$13,039 | \$23,749 | \$9,063 | \$13,039 | \$22,102 | \$32,800 |
| Branchville | 168 | 0 | 168 | N/A | \$0.00 | N/A | 90% | N/A | \$196,560 | \$196,560 | N/A | \$196,560 | \$196,560 | N/A | \$196,560 | \$196,560 | N/A | \$196,560 | \$196,560 | \$67,200 |
| Cannondale | 140 | 140 | 0 | \$0 | \$0.00 | 77% | N/A | \$37,137 | N/A | \$37,137 | \$32,933 | N/A | \$32,933 | \$27,327 | N/A | \$27,327 | \$23,123 | N/A | \$23,123 | \$56,000 |
| Wilton | 212 | 212 | 0 | \$0 | \$0.00 | 73% | N/A | \$53,315 | N/A | \$53,315 | \$47,279 | N/A | \$47,279 | \$39,232 | N/A | \$39,232 | \$33,196 | N/A | \$33,196 | \$84,800 |
| Merritt 7 | 88 | 0 | 88 | N/A | \$0.00 | N/A | 82% | N/A | \$93,808 | \$93,808 | N/A | \$93,808 | \$93,808 | N/A | \$93,808 | \$93,808 | N/A | \$93,808 | \$93,808 | \$35,200 |
| <i>Waterbury Branch</i> | | | | | | | | | | | | | | | | | | | | |
| Waterbury | 156 | 0 | 156 | N/A | \$0.00 | N/A | 15% | N/A | \$30,420 | \$30,420 | N/A | \$30,420 | \$30,420 | N/A | \$30,420 | \$30,420 | N/A | \$30,420 | \$30,420 | \$62,400 |
| Naugatuck | 125 | 0 | 125 | N/A | \$0.00 | N/A | 10% | N/A | \$16,250 | \$16,250 | N/A | \$16,250 | \$16,250 | N/A | \$16,250 | \$16,250 | N/A | \$16,250 | \$16,250 | \$50,000 |
| Beacon Falls | 28 | 0 | 28 | N/A | \$0.00 | N/A | 21% | N/A | \$7,644 | \$7,644 | N/A | \$7,644 | \$7,644 | N/A | \$7,644 | \$7,644 | N/A | \$7,644 | \$7,644 | \$11,200 |
| Seymour | 22 | 0 | 22 | N/A | \$0.00 | N/A | 73% | N/A | \$20,878 | \$20,878 | N/A | \$20,878 | \$20,878 | N/A | \$20,878 | \$20,878 | N/A | \$20,878 | \$20,878 | \$8,800 |
| Ansonia | 50 | 0 | 50 | N/A | \$0.00 | N/A | 68% | N/A | \$44,200 | \$44,200 | N/A | \$44,200 | \$44,200 | N/A | \$44,200 | \$44,200 | N/A | \$44,200 | \$44,200 | \$20,000 |
| Derby | 75 | 0 | 75 | N/A | \$0.00 | N/A | 39% | N/A | \$38,025 | \$38,025 | N/A | \$38,025 | \$38,025 | N/A | \$38,025 | \$38,025 | N/A | \$38,025 | \$38,025 | \$30,000 |
| TOTALS | 16,858 | 11,338 | 5,520 | 310 | \$3.26 | <i>average</i> | <i>average</i> | \$5,828,178 | \$7,276,607 | \$13,104,785 | \$5,810,780 | \$7,276,607 | \$13,087,387 | \$5,152,040 | \$7,949,136 | \$13,101,176 | \$5,134,642 | \$7,949,136 | \$13,083,778 | \$13,082,300 |

*annualized
^35% at \$30/month and 65% at \$40/month = \$36.50/month
**residents only
^^75% at \$42/month resident, 25% at \$84/month non resident = \$52.50/month
***\$0.25/hour at ten hours

Assumptions
5 days/week
52 weeks/year
use current occupancy rates for branches - permit and daily
handicap spaces are daily unless no daily spaces exist
100% occupancy for permit spaces on main line

Option 5
1 rate across the board that meets the expenses for the system (\$5/day, \$265/year surface; \$8/day, \$720/year structured)
130% sale of permits
current mix of permits and daily spaces
current daily occupancy rate

Option 6
1 rate across the board that meets the expenses for the system (\$5/day, \$235/year surface; \$8/day, \$780/year structured)
130% sale of permits
current mix of permits and daily spaces
current daily occupancy rate

Structured parking: New Haven, Bridgeport, South Norwalk, Stamford

Option 7
1 rate across the board that meets the expenses for the system (\$5/day, \$195/year surface; \$8/day, \$720/year structured)
130% sale of permits
current mix of permits and daily spaces
100% daily occupancy

Option 8
1 rate across the board that meets the expenses for the system (\$5/day, \$165/year surface; \$8/day, \$780/year structured)
130% sale of permits
current mix of permits and daily spaces
100% daily occupancy

Table 16: Parking Revenue Estimation by Station Options
Options 9-10

| Station | Parking Spaces | Permit Spaces | Daily Spaces | Annual Permit Cost | Daily Cost | Current Permit Occupancy Rate | Current Daily Occupancy Rate | Option 9 Permit Revenue | Option 9 Daily Revenue | Option 9 Total Revenue | Option 10 Permit Revenue | Option 10 Daily Revenue | Option 10 Total Revenue | Estimated Total Expenses for Station Building and Parking Lots |
|--------------------------|----------------|---------------|--------------|--------------------|---------------|-------------------------------|------------------------------|-------------------------|------------------------|------------------------|--------------------------|-------------------------|-------------------------|--|
| <i>New Haven Line</i> | | | | | | | | | | | | | | |
| New Haven* | 1,153 | 54 | 1,099 | \$780 | \$8.00 | 89% | 100% | \$50,544 | \$2,076,100 | \$2,126,644 | \$50,544 | \$2,076,100 | \$2,126,644 | \$2,743,350 |
| Milford | 444 | 361 | 83 | \$250 | \$5.00 | 64% | 86% | \$168,948 | \$92,794 | \$261,742 | \$168,948 | \$107,900 | \$276,848 | \$177,600 |
| Stratford | 294 | 222 | 72 | \$270 | \$5.00 | 89% | 89% | \$103,896 | \$83,304 | \$187,200 | \$103,896 | \$93,600 | \$197,496 | \$117,600 |
| Bridgeport^ | 1,453 | 950 | 503 | \$438 | \$6.00 | 26% | 100% | \$889,200 | \$1,046,240 | \$1,935,440 | \$889,200 | \$1,046,240 | \$1,935,440 | \$1,831,050 |
| Fairfield | 1,216 | 861 | 355 | \$340 | \$6.00 | 100% | 67% | \$402,948 | \$309,205 | \$712,153 | \$402,948 | \$461,500 | \$864,448 | \$486,400 |
| Southport | 99 | 82 | 17 | \$230 | \$6.00 | 96% | 71% | \$38,376 | \$15,691 | \$54,067 | \$38,376 | \$22,100 | \$60,476 | \$39,600 |
| Green's Farms | 466 | 409 | 57 | \$225 | \$4.00 | 80% | 100% | \$191,412 | \$74,100 | \$265,512 | \$191,412 | \$74,100 | \$265,512 | \$186,400 |
| Westport | 1,454 | 1,158 | 296 | \$225 | \$4.00 | 90% | 73% | \$541,944 | \$280,904 | \$822,848 | \$541,944 | \$384,800 | \$926,744 | \$581,600 |
| East Norwalk | 147 | 147 | 0 | \$240 | N/A | 84% | N/A | \$68,796 | N/A | \$68,796 | \$68,796 | N/A | \$68,796 | \$58,800 |
| South Norwalk | 816 | 708 | 108 | \$650 | \$6.50 | 100% | 24% | \$662,688 | \$53,914 | \$716,602 | \$662,688 | \$224,640 | \$887,328 | \$798,900 |
| Rowayton | 330 | 302 | 28 | \$275 | \$5.00 | 94% | 96% | \$141,336 | \$34,944 | \$176,280 | \$141,336 | \$36,400 | \$177,736 | \$132,000 |
| Darien | 538 | 221 | 317 | \$235 | \$2.50 | 81% | 88% | \$103,428 | \$362,648 | \$466,076 | \$103,428 | \$412,100 | \$515,528 | \$215,200 |
| Noroton Heights | 772 | 431 | 341 | \$235 | \$2.50 | 96% | 82% | \$201,708 | \$363,506 | \$565,214 | \$201,708 | \$443,300 | \$645,008 | \$308,800 |
| Stamford* | 2,208 | 1,886 | 322 | \$780 | \$6.00 | 100% | 99% | \$1,716,624 | \$663,062 | \$2,379,686 | \$1,716,624 | \$669,760 | \$2,386,384 | \$3,217,800 |
| Old Greenwich | 578 | 506 | 72 | \$200 | \$5.00 | 93% | 86% | \$236,808 | \$80,496 | \$317,304 | \$236,808 | \$93,600 | \$330,408 | \$231,200 |
| Riverside | 324 | 288 | 36 | \$200 | \$5.00 | 88% | 69% | \$134,784 | \$32,292 | \$167,076 | \$134,784 | \$46,800 | \$181,584 | \$129,600 |
| Cos Cob | 567 | 510 | 57 | \$200 | \$5.00 | 82% | 51% | \$238,680 | \$37,791 | \$276,471 | \$238,680 | \$74,100 | \$312,780 | \$226,800 |
| Greenwich | 905 | 425 | 480 | \$200 | \$5.00 | 84% | 98% | \$198,900 | \$611,520 | \$810,420 | \$198,900 | \$624,000 | \$822,900 | \$362,000 |
| <i>New Canaan Branch</i> | | | | | | | | | | | | | | |
| New Canaan** | 929 | 682 | 247 | \$330 | \$3.00 | 78% | 82% | \$248,957 | \$263,302 | \$512,259 | \$248,957 | \$263,302 | \$512,259 | \$371,600 |
| Talmadge Hill** | 311 | 218 | 93 | \$330 | \$3.00 | 89% | 88% | \$90,801 | \$106,392 | \$197,193 | \$90,801 | \$106,392 | \$197,193 | \$124,400 |
| Springdale^^ | 208 | 146 | 62 | \$630 | \$3.00 | 88% | 87% | \$60,129 | \$70,122 | \$130,251 | \$60,129 | \$70,122 | \$130,251 | \$83,200 |
| Glenbrook^^ | 156 | 63 | 93 | \$630 | \$3.00 | 65% | 98% | \$19,165 | \$118,482 | \$137,647 | \$19,165 | \$118,482 | \$137,647 | \$62,400 |
| <i>Danbury Branch</i> | | | | | | | | | | | | | | |
| Danbury | 147 | 126 | 21 | \$180 | \$5.00 | 57% | 62% | \$33,612 | \$16,926 | \$50,538 | \$33,612 | \$16,926 | \$50,538 | \$58,800 |
| Bethel*** | 197 | 165 | 32 | \$150 | \$2.50 | 77% | 53% | \$59,459 | \$22,048 | \$81,507 | \$59,459 | \$22,048 | \$81,507 | \$78,800 |
| Redding | 82 | 65 | 17 | \$150 | \$5.00 | 65% | 59% | \$19,773 | \$13,039 | \$32,812 | \$19,773 | \$13,039 | \$32,812 | \$32,800 |
| Branchville | 168 | 0 | 168 | N/A | \$0.00 | N/A | 90% | N/A | \$196,560 | \$196,560 | N/A | \$196,560 | \$196,560 | \$67,200 |
| Cannondale | 140 | 140 | 0 | \$0 | \$0.00 | 77% | N/A | \$50,450 | N/A | \$50,450 | \$50,450 | N/A | \$50,450 | \$56,000 |
| Wilton | 212 | 212 | 0 | \$0 | \$0.00 | 73% | N/A | \$72,428 | N/A | \$72,428 | \$72,428 | N/A | \$72,428 | \$84,800 |
| Merritt 7 | 88 | 0 | 88 | N/A | \$0.00 | N/A | 82% | N/A | \$93,808 | \$93,808 | N/A | \$93,808 | \$93,808 | \$35,200 |
| <i>Waterbury Branch</i> | | | | | | | | | | | | | | |
| Waterbury | 156 | 0 | 156 | N/A | \$0.00 | N/A | 15% | N/A | \$30,420 | \$30,420 | N/A | \$30,420 | \$30,420 | \$62,400 |
| Naugatuck | 125 | 0 | 125 | N/A | \$0.00 | N/A | 10% | N/A | \$16,250 | \$16,250 | N/A | \$16,250 | \$16,250 | \$50,000 |
| Beacon Falls | 28 | 0 | 28 | N/A | \$0.00 | N/A | 21% | N/A | \$7,644 | \$7,644 | N/A | \$7,644 | \$7,644 | \$11,200 |
| Seymour | 22 | 0 | 22 | N/A | \$0.00 | N/A | 73% | N/A | \$20,878 | \$20,878 | N/A | \$20,878 | \$20,878 | \$8,800 |
| Ansonia | 50 | 0 | 50 | N/A | \$0.00 | N/A | 68% | N/A | \$44,200 | \$44,200 | N/A | \$44,200 | \$44,200 | \$20,000 |
| Derby | 75 | 0 | 75 | N/A | \$0.00 | N/A | 39% | N/A | \$38,025 | \$38,025 | N/A | \$38,025 | \$38,025 | \$30,000 |
| TOTALS | 16,858 | 11,338 | 5,520 | 310 | \$3.26 | | | \$6,745,794 | \$7,276,607 | \$14,022,401 | \$6,745,794 | \$7,949,136 | \$14,694,930 | \$13,082,300 |
| <i>average average</i> | | | | | | | | | | | | | | |

*annualized

^35% at \$30/month and 65% at \$40/month = \$36.50/month

**residents only

^^75% at \$42/month resident, 25% at \$84/month non resident = \$52.50/month

***\$0.25/hour at ten hours

Assumptions

5 days/week

52 weeks/year

use current occupancy rates for branches

handicap spaces are daily unless no daily spaces exist

100% occupancy for permit spaces on main line

Option 9

1 rate across the board (\$5/day, \$360/year surface; \$8/day, \$720/year structured)

130% sale of permits

current mix of permits and daily spaces

current daily occupancy rate

Option 10

1 rate across the board (\$5/day, \$360/year surface; \$8/day, \$720/year structured)

130% sale of permits

current mix of permits and daily spaces

100% daily occupancy

Structured parking: New Haven, Bridgeport, South Norwalk, Stamford

Appendix F: Standard Clauses for Lease Agreements

Clauses for Lease Agreements

The Standards and Practices Manual will provide guidelines and requirements for stations and parking to be operated, regardless of the governance option selected. However, it is essential that those operating the stations and parking are required by agreement to follow the Standards and Practices, as well as other responsibilities that CDOT specifies for its stations.

Initial investigations of the station operations revealed that a variety of lease types were in use between CDOT and local municipalities. Important conditions varied widely: terms of the leases (years covered by the agreement), requirements, explanations of responsibilities, and other issues. Other typical lease agreement clauses were not covered at all in the documents.

Clearly the nature and thoroughness of lease agreements is very important if CDOT is to have comparable operations and provide suitable services at all stations. In addition, the specification of responsibilities between CDOT and its lessees is critical so that improvements or repairs are made appropriately. Finally, clarification of financial issues (who is responsible for which expenses, how revenues and operating expenses are to be accounted for, fiscal responsibilities and reporting) is essential for CDOT to understand the overall revenue and expense conditions of all of the stations.

The following basic clauses for agreements with municipalities or others that may operate stations and parking are recommended. It is understood that CDOT may have additional safeguards or conditions that it wishes to apply in these situations as well.

1. *Parties to the Lease*

This section needs to define all the parties to the lease. In some instances, not only the Town but also other local groups are involved and have responsibilities for functions at the stations or with parking. If these other groups are not parties to the lease, then the responsibilities they cover should be given to the municipality, with the specification that the municipality is going to delegate them to an identified group. However, in such cases, the overall responsibility must remain the municipality's so that there is accountability for the functions. For example, if the municipality is delegating responsibility for landscaping maintenance to the town volunteer horticultural group (which will not be a party to the lease), the municipality must be named the responsible party so that it is responsible for replacing the horticultural society if it decides it can no longer volunteer to do the function.

2. *Duties of CDOT*

CDOT's responsibilities for various parts of the station, roadways, or other areas need to be specified clearly so that the lessee understands which portions of the site are CDOT's to manage. The details on ownership and responsibilities have been outlined in previous sections and research done during this project and are now available.

3. *Term of Agreement*

Existing leases range from not specifying terms to lease periods of 50 years. It is recommended that CDOT consider a three-year lease with options to renew twice for an

additional year. In this manner, CDOT has flexibility in case it decides to manage the stations another way, and the lessee has some available continuity if performance is acceptable. Existing leases that have specified terms will need to be re-negotiated if CDOT wishes to apply the same operating standards to all stations.

4. *Ownership*

A plan with clearly marked ownership of various parcels or the station and related parking should be part of the lease. This information has never been uniformly available in previous leases, but is it uniformly available as a product of this project.

5. *Definitions*

The lease should define distinct areas that are of concern for management and operations of the station and parking. Equally important, terms used in the lease to describe prescribed reports or procedures should be well defined. Examples of needed definitions include, but are not limited to:

- Premises
- Platform
- Station Parking
- Fiscal Year
- Gross Income
- Operating Expenses
- Net Income
- Capital Improvements
- Vendors
- Sub-tenants
- Etc.

6. *Events of Default*

CDOT should describe the events or lack of performance that would indicate the lessee is in default and may be removed from the lease. For example, not depositing revenue in the specified period, operating competing parking, or bankruptcy (of a private station management lessee) might be viewed as events of default. CDOT should have the ability to change the management of the station if the lessee defaults on required responsibilities.

7. *Termination*

Causes for termination of the lease by either the lessee or CDOT should be determined and explained in this section. CDOT should maintain the right to terminate the lease for cause, as well as (with suitable notice) for no cause. The “no cause” termination could be desirable should CDOT wish to change the overall management scheme of all stations in phases.

8. *Permits and Licenses*

If any permits or licenses are required (state or local) they should be listed and the responsibility for obtaining them defined. It should also be specified that copies of

permits or licenses should be provided for an identified CDOT representative if obtained by the lessee.

9. *Compliance with Law*

Typically an agreement will state that the lessee must comply with the listed applicable laws, which may include Americans with Disabilities Act, local or state ordinances (noise, pollution, trash handling, etc.), or any other law CDOT believes is applicable to the stations and/or parking.

10. *Insurance*

If lessees are municipalities, they may be self-insured and purchase of insurance and forwarding of policies may not be necessary. However, if lessees are not self insured, typical insurance required would include: Garage Liability (including Garagekeeper's Legal Liability), Worker's Compensation, Commercial Crime, Performance Bond, and General Liability. The requirement to provide copies of coverage certificates to CDOT should be included, as should the desired limits of each type of insurance required. The type of acceptable insurers should be specified (A. M. Best rating), as well as a specification that the insurer be authorized to write policies in Connecticut. The lease should specify that the insurer and lessee must provide CDOT with notification of any significant change in insurance coverage 30 days prior to the change. The person or office to whom this notification must be given should be included.

11. *Indemnity*

A "Hold Harmless and Indemnification Clause" should protect CDOT against legal action due to any actions by the lessee that are in breach of the contract or arise from a negligent act.

12. *Capital Improvements*

The lease should specify which party or parties may make capital improvements. The type, value, location, and source of funding for such improvements should also need to be specified. If there is a limit over which CDOT does not want the lessee to make improvements, this should also be stated. For example, the lease could indicate that any improvements costing over \$5,000 should be pre-approved by CDOT. There could also be a specification that the lessee solicit bids for improvements or capital expenditures if the amount is anticipated to be over a certain limit. In this way, CDOT is assured of a range of options for prices and contractors or vendors.

13. *Title to Improvements*

The ownership of any capital improvements made should be identified (e.g., improvements such as a new roof on a station is a capital improvement subsequently owned by CDOT.) A typical clause could read: *Lessee agrees that all buildings and facilities, and all fixed improvements made by the Lessee and CDOT alike, of every nature are and shall remain the property of CDOT, and Lessee agrees to deliver to CDOT at the termination of this Agreement, possession of the premises, including such buildings and improvements and other items listed above in good condition, reasonable wear and tear accepted.*

14. *Destruction of Property*

If the property in question is destroyed by other than an insured risk (e.g., storm or flood), CDOT should have the option to cancel the agreement with the lessee. If the destruction is by an insured risk, some conditions should be specified for actions. For example, if the damage is by an insured risk but the reconstruction will take six months, CDOT should have the ability to hold the contract in abeyance until the reconstruction is completed.

15. *Assignments*

The agreement should require the lessee to obtain approval from CDOT before assigning any functions under the Agreement to another party. For example, if a municipality was leasing space in a station to a vendor, and decided to contract with a broker to lease the space instead (at a fee paid out of the net revenue of the station), this type of action should require approval by CDOT prior to the change being made.

16. *Verification of Performance*

It should be made clear that CDOT reserves the right to verify performance of the lessee through on-site observations, auditing of books and reports, obtaining public evaluations of service, and any other means CDOT would intend to use.

17. *Deposits, Disbursements, and Accounting for Revenues*

The lease should specify requirements for depositing revenues, such as where, when, and the process to be followed. For example, if the parking lots have pay stations, requirements for collecting the pay stations, schedule for collecting the pay stations, process for securing the revenue, location for the deposit, requirements for duplicate deposit slips being sent to a representative of CDOT, reconciling revenues with reports and bank statements, and process for transferring revenue to CDOT should be specified. More detail about processes to be specified and followed by the lessee are part of the financial analysis of this project, and should be incorporated into the leases.

18. *Operating Costs*

The requirement to submit an annual operating budget and monthly operating cost reports should be specified in this clause. A major issue with existing agreements is that the stations (and parking when appropriate) are not generally separate cost centers for municipalities that are operating the stations. Thus the true costs of operations are not known to either the municipality or CDOT. Specifying an operating budget and keeping the costs separate from other municipal budgets is essential for understanding the rail system costs overall. The agreements should provide a format for the estimated annual budget, as well as monthly reports on funds expended. Allowable costs and any specifically disallowed costs should also be made clear.

19. *Standards and Practices Manual*

Part of this project has been to outline the standards and practices that should be followed in the operations of the stations and parking. The entire Standards and Practices Manual should be incorporated into the leases by reference, and provided to each municipality or other lessee to be used and followed. Not every standard will be appropriate for each station (e.g., those stations with free parking will not have requirements for collecting

revenue), so the individual leases should specify in this section which parts of the Standards and Practices Manual are not applicable or need modification based upon the conditions of the station.

20. *Notices*

The lease should specify to whom notices, correspondence, and changes in conditions should be sent, for both CDOT and the lessee. Standardizing these clauses in lease agreements for operating the stations could solve many of the difficulties now found in the relationships between CDOT and municipalities. In addition, better accounting for funds would occur, and improved operations should follow a better definition of responsibilities and the understanding that monitoring of performance will be a part of the new agreements.

Appendix G: Public Comment Period

Public Comment on the Draft Final Report

The draft final report of the Connecticut Rail Governance Study was available for comment from mid-December 2004, when it was distributed on compact disc to the stakeholders representing local communities, regional agencies, and other stakeholders; and then beginning in February 2005 to the general public through the study website www.ctrailgovenance.org.

Comments were received from several public entities following their review of the document, specifically the Milford Transit District, City of Norwalk, South Western Regional Planning Agency, and Metro North Railroad. These documents are included in their entirety in this appendix. All of the comments were reviewed by the consulting team and CDOT and adjustments were made to the report text to address inaccuracies, clarifications, or amplification of data collected from other rail agencies around the country. Comments regarding policy issues, and the use of this report after its acceptance by CDOT are only in the letters, as they apply to activities which will occur after this report is accepted by CDOT. Updates to the station inventory to account for changes since the data base was assembled for the most part remain solely in the letters themselves so that all data in the various tables are consistent; some of these tables were sent to SWRPA, which intends to keep the parking rates table and inventory updated after the report is completed. The data from other providers were updated to respond to requests from MNCR, and text changes requested by MNCR were also made.

Two presentations of the materials in the draft report were made by CDOT staff at the South Western Regional Planning Agency, one to staff and a second to the Metropolitan Planning Organization. Minutes of the latter meeting are also included in this Appendix.

No written comments were received from the public prior to the public meetings. The public meetings were held March 21, 22, and 24 at 7:00 PM in Bridgeport, Ridgefield, and Stamford, respectively. Prior to the meetings, a study newsletter was prepared and 25,000 copies distributed as seat drops on all outbound afternoon trains to Connecticut from Grand Central Station. A press release was prepared and sent by CDOT to local newspapers, television, and radio stations around the state.

The meetings were also publicized on the study website home page, and the Powerpoint presentation that was used for the meetings was placed there as well.

The public meetings were sparsely attended in all three locations. The meetings were presided over by CDOT staff, with the consulting team's Project Principal and Project Manager leading the Powerpoint presentation prior to opening the floor for questions and comments.

No project related comments were received in Bridgeport where there were three public attendees.

In Ridgefield, attendees included Rudy Marconi, the Mayor of Ridgefield; Jim Cameron, a member of the Commuter Rail Council, and Representative Toni Boucher, Assistant Minority Leader in the Connecticut General Assembly from the 143rd Assembly District. The comments received were generally related to operations and funding and the role that this project and its

recommendations could play in improving them. There was discussion regarding the Danbury Branch study and the need to upgrade that line to increase its use for intra-state commuting. The report itself was well received and there were no specific items identified for change before the final report is produced.

The Stamford session was attended by approximately a half dozen people, including Robin Stein, City of Stamford; Sue Prosi, SWRPA staff; Robyn Hollander, MNCR; Vince DiMarco, Greenwich Transportation Committee; Gunnar Klintberg, general public; and a reporter from the Stamford Advocate. The comments at this meeting addressed the following issues:

- Stakeholders should be involved in the decision process on recommended steps to be taken following completion of the study.
- Any on-going committee structure involved in implementing governance policy changes should include providers/operators, the business community, commuters, and advocacy groups, as well as the public stakeholders.
- The changes need to be made in recognition of long term station development planning, e.g. to foster such improvements as transit oriented development, more parking, and public/private initiatives.
- A station in Byram was mentioned, as well as better access to stations in lieu of more parking, citing carsharing, incentive based ride sharing, and transit.
- ADA accessibility, currently being implemented at all key stations should be expanded to all stations.
- The City of Norwalk comments, contained in the letter attached in this appendix, were read into the record.
- Regarding future governance choices, a concern was expressed regarding the ability of CDOT to adequately staff and manage the program because they are constrained by the budget provided by the Legislature, which may not provide sufficient funding for this approach.
- A question was raised concerning the State's ability to acquire the necessary properties to enact the most centralized option in the report.
- Those in attendance were pleased with the level of effort and detail in the report and felt it represents a good starting point for discussion.

Following the meetings, public comment was extended to April 7, 2005, after which the final report was prepared and submitted to CDOT. One additional e-mail from a member of the public was forwarded to the consulting team from CDOT and is included in this appendix.

Minutes of Public Meeting

January 31, 2004
SWRPA MPO Meeting Minutes



**CONNECTICUT
DEPARTMENT OF
TRANSPORTATION**

**Policy and Planning
Transit Planning**

Phone: (860) 594-2143

Fax: (860) 594-3058

Fax

| | |
|----------------------------------|-----------------------------|
| To: David Sampson | From: Leonard Lapsis |
| Fax: 203 789-8809 | Pages: 11 |
| Phone: 203 789-9977 | Date: 04/18/05 |
| Re: Requested Information | CC: |

Urgent For Review For Your Information Please Reply As requested

● **Comments:**

The following includes the minutes of the January SWRPA MPO meeting at which Carmine spoke and Metro North's comments.

Carmine's other meeting was on January 25 with Sue and the rail station operators from the region.

MPO 2/28/05

Item 1

**South Western Region
Metropolitan Planning Organization
January 31, 2004
Meeting Minutes**

| | |
|------------------------------------|--|
| Chief Elected Officials: | Hon. Diane Farrell, Westport; Hon. Woody Bliss, Weston; Hon. Paul Hanna, Wilton; Hon. Evonne Klein, Darien; Hon. James Lash, Greenwich |
| Transit District Officials: | Bud Titsworth, Westport Transit District |
| Official Voting Members: | Thomas Bruccoleri, Stamford; Nancy Carroll, Norwalk Transit District |
| Non-Voting Members: | Mr. Daniel Wilder, Chairman of SWRPA |
| SWRPA: | Mr. Robert Wilson, Executive Director; Ms. Susan Prosi, Senior Transportation Planner; Daryl Scott, Senior GIS Specialist/Planner |
| ConnDOT: | Richard Corona, Supervising Transportation Planner; Peter Richter, Planner; Carmine Trotta, Assistant Planning Director |
| Others: | Mr. David Kenny, Darien Representative to SWRPA, Mr. Robert Harrell, Selectman, Darien; Mr. Mark Ginocchio, The Stamford Advocate; Mr. John Lyons, MetroPool; Mr. Dick Lowenstein, Westport resident |

Mrs. Diane Farrell called the meeting to order at 8:24 a.m. The meeting was held at the Norwalk Transit District. The attendees introduced themselves.

2. Transportation Technical Advisory Group Meeting for January 11, 2005

Ms. Sue Prosi described the Transportation Technical Services program that SWRPA is developing in cooperation with the TTAG. Mr. Jeremy Ginsberg, Mr. Thomas Bruccoleri, Mr. Louis Schulman and Ms. Prosi will serve on the program's selection committee. Other items discussed by the TTAG will be discussed under MPO agenda items.

3. Public Involvement Session

No members of the public chose to comment.

1. Approval of Minutes of SWRMPO Meeting of December 16, 2004

Mr. Paul Hannah made a motion that was seconded by Mr. James Lash to approve the SWRMPO minutes of December 16, 2004. The motion carried unanimously.

4. FFY2005-2009 Transportation Improvement Program Update

Mr. Daryl Scott discussed the Agency's web-based TIP application, which is available at <http://www.swrpa.org/tip>. This application provides convenient access to project information, TTAG Recommendations and MPO actions.

Mr. Scott then reviewed TTAG recommendations regarding TIP administrative adjustments and amendments.

Approval of projects identified in Table A is recommended, and includes:

- STP Enhancement Program Design Activities (#0170-E127) to enable ConnDOT and consultant administration, review and advancement of active STP-Enhancement projects including the Stamford Mill River and Norwalk River Multiuse Trail projects as well as candidate projects submitted in 2002.
- Pavement Management Projects (#0170-E128 through #0170-E137).

Deferral of the Transportation Demand Management projects (Table D) is recommended. Additional information is requested for the following projects: #0135-T057, #0170-T683, -T685, -T687, -T688, -T690, -691, -T693, -T697 and -T714.

Mr. Lash made a motion that was seconded by Mr. Hannah to approve Resolution #2005-001: FFY2005-2009 Transportation Improvement Program Amendments and Administrative Adjustments for recommended projects, and to defer projects as recommended by the TTAG. The motion carried unanimously.

5. Rail Governance Study

Mr. Carmine Trotta, ConnDOT Assistant Planning Director, distributed a summary of the Rail Governance Study, and described the study's goals and its objective to provide information to guide ConnDOT in developing, selecting and implementing strategies to improve serve, financial management for facilities that support rail service and customer service. ConnDOT was aware of inconsistencies in leases and practices, and seeks to set up standards, and guidance for standards and practices. Three governance options are presented in the Phase 2 report:

Minimal: standardizes leases through revised and strengthened leases between municipalities and ConnDOT; operating guidelines; lease enforcement and termination provisions; applies Standards and Practices Manual.

Memorandum of Understanding (MOU): improvement of all leases on state-owned stations and parking; negotiate a MOU for all non-state-owned property at stations; applies Standards and Practices Manual.

ConnDOT or Public Transit Management Authority Governance (single entity governance): all stations and parking operated by single-entity; standardized revenue control, monitoring, wayfinding; acquire all commuter rail stations and surface lots not owned by state; implement single-entity governance authority.

Mr. Trotta advised that the study would proceed to public outreach to review the findings and three governance options. The reports would be finalized, and a policy and implementation plan developed. At this time, ConnDOT does not have a preferred option.

Ms. Prosi summarized the January 25, 2005 meeting regarding the rail governance study attended by ConnDOT, Greenwich, Darien, Westport, Stamford, Wilton and SWRPA representatives. Attendees expressed concern about ConnDOT's ability to manage additional facilities, the impacts and restrictions of the Connecticut-MTA agreement (Arbitrated and Renegotiated Service Agreement), and the failings of current ConnDOT and MetroNorth maintenance and repair practices. There was agreement that development of contacts lists, and financial reporting that meets audit requirements, along with other budgetary information was already available through municipalities.

Mrs. Farrell asked if the study advocates centralization of the railroad stations. Mr. Trotta replied that the study advocates standards rather than centralization.

Mayor Knopp asked about the financial implications of the recommendations if acted upon; how much would it cost to acquire facilities, to operate them, to provide adequate ConnDOT or MetroNorth oversight. Mr. Trotta said that the financial implications are described in qualitative terms and detailed quantitative analysis is beyond the scope of the study.

Mr. Lash explained that ConnDOT often tells municipalities what will happen rather than collaborate on projects. These experiences reduce ConnDOT's credibility and predispose stakeholders to oppose ConnDOT proposals. Mr. Lash felt that ConnDOT could establish some standards and practices without further study. Mr. Trotta responded that ConnDOT already began establishing standards even though the Study is incomplete.

Mr. Hannah said that the State of Connecticut cannot afford to acquire all the railroad stations making the single entity governance recommendation infeasible.

Mr. Trotta stated that public involvement process is expected to occur between March and April, with public information sessions to be scheduled in the rail service area. SWRPA has offered to assist in making arrangements.

Mrs. Farrell asked that a MPO response be prepared for future MPO consideration, and that it include the comments provided by the Region's municipalities.

6. SWRMPO Chairwoman's Report

Mrs. Farrell distributed press articles about transportation in the Region. She also shared a brochure about the Floating Natural Gas Terminal Proposal.

7. SWRPA Executive Director's Report

Mr. Wilson stated that he would discuss the 2005 Legislative Agenda during the agenda item.

8. New Business

8a. Upcoming Meetings

Mrs. Farrell referred the MPO to the schedule of upcoming meetings listed in the meeting packet.

8b. ConnDOT Project Status Reports

Ms. Prosi provided a map prepared by ConnDOT illustrating the TIP projects along the Route 7 Corridor, which MPO members found helpful.

Ms. Prosi referred the MPO to the "I-95 Operational and Safety Project Update" provided in the meeting packet. She stated that Phase I construction would begin no sooner than 2009. She reviewed the requested MPO action which included supporting Emergency Responder Comments and change in I-95 improvement phasing. Ms. Evonne Klein made a motion that was seconded by Mr. Lash to submit the recommendations to ConnDOT. Mayor Knopp asked Ms. Prosi to explain the differences between the ConnDOT proposed phasing and staff recommendations. Ms. Prosi explained the changes beginning in Phase II of the project. Mrs. Farrell requested that a map be prepared to illustrating the differences between ConnDOT proposed and staff recommendations. The motion to approve was withdrawn by Mr. Lash.

Mr. Lash then made a motion that was seconded by Mr. Hannah to submit the South Western Region Emergency Responder Comments dated January 7, 2005 to ConnDOT. The motion carried unanimously.

Mr. Dick Lowenstein commented that the I-95 Operational Lanes essentially adds a lane to I-95 in certain sections such as Exit 16 to Exit 17. Mr. Lowenstein noted that an additional continuous lane is not consistent with air quality regulations, and was opposed by the Coastal Corridor TIA at its January 19, 2005 meeting. It was Mr. Lowenstein's opinion that completion of the Route 7 and Route 15 interchange would improve traffic flow to the east, making the operational lanes unnecessary east of the interchange of Route 7 and I-95 interchange.

8c. Legislative Agenda

Mr. Wilson presented the legislative agenda to the MPO. Mayor Knopp suggested that the agenda include a state law that requires municipalities to adopt a code of ethics. Mrs. Farrell recommended that this year's legislative agenda focus on state-local revenue sharing programs and transportation. Mr. Lash and Mr. Hannah felt that municipal ethics were best handled by municipalities.

Mayor Knopp made a motion seconded by Mr. Hannah to endorse the following items for the 2005 SWRPA/SWRMPO Legislative Agenda: Provide municipalities with additional support through the enhancement and/or implementation of state-local revenue sharing programs, and Increase fines for trucks that illegally use the Merritt parkway and /or park on the shoulders of limited access highways. The motion carried unanimously.

8d. Transportation Investment Coalition

Mayor Knopp explained that the Transportation Investment Coalition (TIC) is a broad-based coalition representing municipal officials, businesses, environmental organizations, labor unions and citizen-advocates. The TIC seeks stable and dedicated funding to create a multi-modal transportation system in Connecticut. Mr. Knopp made a motion that was seconded by Mr. Lash to adopt Resolution #2005-002 Transportation Investment Coalition Membership Approval. The motion carried unanimously.

8e. Certificate of Appreciation

Ms. Prosi advised that Ms. Amy Jackson-Grove, Manager of Planning, Environment and Research for the FHWA Connection Division, would become the FHWA New York Division Assistant Administrator in mid-February. Ms. Jackson-Grove has been a key FHWA partner for ten years. Mr. Lash made a motion that was seconded by Mr. Hanna to endorse a certification of appreciation for Ms. Jackson-Grove. The motion carried unanimously.

8f. ConnDOT Service Plaza and Rest Area Study

Mr. Trotta described ConnDOT's upcoming study of service plazas and rest areas. The study is being conducted in anticipation of a series of service plaza lease agreement renewals, and as a follow up to ConnDOT's 2001 Truck Stop and Rest Area study. ConnDOT is in contract negotiations with EarthTech, and the study is expected start in the spring of 2005 and to last eighteen months. An advisory committee

Newsletter

Distributed through a seat-drop on Connecticut-bound Metro-North commuter trains during the afternoon peak period on March 17, 2005.



Connecticut Rail Station Governance Study

March 2005

Project Description

The *Connecticut Rail Station Governance Study* for the New Haven Line is sponsored by the Connecticut Department of Transportation (Department). Its purpose, as expressed in the project mission statement, is as follows:

To develop a governance policy and financial policy which improves current conditions and offers improved quality of service for our riders.

This study is focused on evaluating the management of the New Haven Line rail stations and parking facilities. The study has been conducted in two phases. **Phase I**, the exploratory phase, includes an inventory of existing facilities, discussions with project stakeholders including local elected officials, an engineering survey evaluating the physical condition of the facilities, a review of current governance practices, and a management and financial review of each station in the program. **Phase I** provides the Department with information to identify the strengths and weaknesses of current governance policies.

Phase II presents a review of governance practices at other commuter rail operations around the country, alternative methods of governance for consideration by the State, local communities, and stakeholders in the program based on the findings of **Phase I**. It includes a discussion of governance options, possible elements of a standards and practices manual, and criteria for the evaluation of governance options. The study findings will be presented at public information meetings in March 2005.

Public Meeting Dates

The dates and locations for public meetings on the **Phase I and II** reports are as follows:

- March 21, 2005 - Bridgeport City Hall Annex, 999 Broad St.
- March 22, 2005 - Ridgefield Town Hall, Main St.
- March 24, 2005 - Stamford Senior Center, Government Center, 2nd Floor

7:00 – 7:30 PM: Open house with informal discussion

7:30 – 9:00 PM: Presentation and questions

<http://www.ctrailgovernance.com>



Connecticut Rail Station Governance Study

Study Reports

Three milestone reports were produced for this project. The titles and contents of these reports are listed below and are available at:

<http://www.ctrailgovernance.com>.

Phase I Summary Report

- Summary of Stakeholder Interviews
- Customer Opinion Survey
- Parking Inventory and Utilization
- Engineering Conditions Survey
- Station Operating & Financial Analyses
- Evaluation of Connecticut's Existing Governance Methods

Phase II Report

- Survey of Industry Practices
- Standards and Practices Manual
- Alternative Methods of Governance

Draft Final Report

Study Team

The study team was led by Urbitran Associates, Inc. of New Haven and included support from the following subcontractors:

- *Parsons, Brinckerhoff, Quade, and Douglas*
Providence, RI
 - Engineering Assessment
 - National Review of Peer Systems
- *Seward and Monde*
North Haven, CT
 - Financial & Operating Analyses
 - Standards & Practices Review
 - Development of Governance Options
- *Chance Management Advisors*
Philadelphia, PA
 - Management & Organization Analyses
 - Standards and Practices Review
- *Day, Berry & Howard LLC*
Stamford, CT
 - Lease Analyses & Synopses

Contact Information



Leonard Lapsis

Supervising Planner, Intermodal Planning
Connecticut Department of Transportation
2800 Berlin Turnpike, P.O. Box 317546
Newington, CT 06131-7546
860-594-2143



David Sampson

Principal
Urbitran Associates, Inc.
50 Union Ave., 3rd Floor East
New Haven, CT 06519
203-789-9977

Governor's Press Release

March 18, 2005

ConnDOT PRESS RELEASE
(03/18/05)

Connecticut Rail Station Governance Study - Public Information Meetings

Commissioner Stephen E. Korta II announced today the release of the draft *Connecticut Rail Station Governance Study* report for the New Haven Line. The Connecticut Department of Transportation (Department) has been conducting this study to evaluate management practices of the New Haven Line commuter rail service station and parking facilities. "It is our intent to identify areas where improvements are needed in the management of the New Haven Line station and parking facilities, and to develop a governance policy, which offers an improved quality of service for our riders."

The study has been conducted in two phases. Phase I, the exploratory phase, includes an inventory of existing facilities, discussions with project stakeholders including local elected and regional transportation officials, an engineering survey evaluating the physical condition of the facilities, a review of current administrative practices, and a management and financial review of each station in the program. Phase I provides the Department with information to identify the strengths and weaknesses of current governance policies and practices.

Phase II presents a review of governance practices at other commuter rail operations around the country, and alternative methods of governance for consideration by the State, local communities, and stakeholders in the program. It includes a discussion of governance options, possible elements of a standards and practices manual, and criteria for the evaluation of governance options. Some of the findings that warrant consideration include providing standard directional signs throughout the system or informing commuters of the appropriate contacts for questions or concerns. Other findings are more complex and relate to such items as fees, hours of service, record keeping practices, necessary major facility improvements, and the determination of the most effective administrative structure for managing all New Haven Line facilities.

The Phase I and II study information and reports can be viewed on the web site at <http://www.ctrailgovernance.com>.

The study findings will be presented at public information meetings in March 2005. The dates and locations for the public meetings are:

- March 21, 2005 - Bridgeport City Hall Annex, 999 Broad St.
- March 22, 2005 - Ridgefield Town Hall, Main St.
- March 24, 2005 - Stamford Senior Center, Government Center, 2nd Floor

All meetings will begin at 7:00 PM with an open house that will allow informal discussion with the study team. A brief presentation begins at 7:30 p.m. followed by an opportunity for questions and comments.

<http://www.ctrailgovernance.com>

"This study", Commissioner Korta said, "provides the Department and stakeholders with information to begin a dialogue on improving the management and operations of rail station and parking facilities on the New Haven Line. The public is encouraged to become familiar with the study information and present their views, either through the study web site or at the information meetings.

"This initiative is one component of the state's efforts to improve the rail commute for Connecticut residents".

A multi-million dollar investment in infrastructure, station and parking improvements is currently being pursued on the New Haven Line. The improvements include replacement of the catenary system, and new additional stations with parking in West Haven/Orange and Fairfield. Additional parking for rail commuters is being developed or planned for New Haven, Milford, Stratford, Bridgeport and Stamford, with access improvements identified for South Norwalk and Darien stations.

Recognizing the current need for special investment in commuter rail, the General Assembly and the Transportation Strategy Board recently made \$60 million of special funding available to purchase rail cars and locomotives that is adding 2,000 seats on the line. Also, the Governor has proposed a special plan to fund the purchase of more than 300 new rail cars and the construction of maintenance facilities for the New Haven Line rail service at an estimated \$1 billion state cost.

"These investments represent significant transportation improvements in Connecticut's rail system," emphasized Commissioner Korta, "but additional financial resources are needed to realize all of these important initiatives."

Public Comments

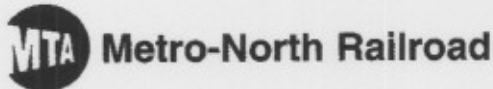
Metro-North Railroad

South Western Regional Planning Agency

City of Norwalk

Milford Transit District

Adam Wysota



VIA FACSIMILE (860) 594-2913

January 18, 2005

Mr. Leonard Lapsis
CONNECTICUT DEPARTMENT OF TRANSPORTATION
Bureau of Public Transportation
2800 Berlin Tpke
Newington, CT 06131

Dear Mr. Lapsis:

MTA Metro-North Railroad (Metro-North) is in receipt of the DRAFT Connecticut Rail Station Governance Study Phase II Report. The following are the collective comments from several departments at Metro-North, many of which are corrections to how Metro-North's "governance" is represented in this document and need to be corrected.

General Comments

- Please replace the word "Station" with "Terminal" when referencing Grand Central (Grand Central Station is technically the New York City Transit Subway station).
- Please remove one "R" from the acronym for Metro-North Railroad (all acronyms throughout the report should read MNR).
- In the peer review section, your consultant reviews Metro-North's governance methods. As Metro-North operates rail service to the stations in the State of Connecticut (and as indicated in the Phase I report, to some customers, Metro-North and CDOT are not discernable), it would be more clear if your study indicates that the peer review references Metro-North's "governance" at its stations located in the State of New York State.
- The presentation of the peer review is not uniformly organized making it difficult to follow.
- The Report offers options for going forward but doesn't rank or recommend specific options. How will a determination ultimately be made?

Comments on Specific Study Sections

Page 2: The fifth paragraph states that "since the Phase I report was distributed...many changes have already occurred in the program and at the various facilities...". What has actually changed? It would be more compelling if specific examples were given.

Is the fact that a "peer" rail operator has a "multi-branch" or "multi-state" operation relevant as criteria for the purpose of rail station/parking maintenance and governance?

Page 4: The third paragraph indicates that "eight commuter regional rail operators were selected to participate in a more detailed inspection". What criterion was used to eliminate the other operators from the detailed inspection?

MTA Metro-North Railroad is an agency of the Metropolitan Transportation Authority, State of New York
Peter S. Kalikow, Chairman

Letter to Mr. Leonard Lapsis
January 18, 2005
Page 2

The list of rail operators should include a description of which metropolitan area is served by their operation.

Page 5: Table 1 should indicate the year for which this information is valid.

Page 6: Discussion regarding the LIRR-there is a statement that "Management of security activities is solely the responsibility of the municipalities....". Does that refer to parking facilities? This is unclear. Also, it is unclear as to what the maintenance arrangement is at stations where the parking is owned by LIRR. Does LIRR contract out the maintenance of the parking facilities, or do LIRR employees maintain them?

The statement that "For amenities, the state is responsible for bike lockers", is it the placement and maintenance of bike lockers? The next sentence reads "MTA Police and private alarm monitoring companies are responsibility for security". Where is this so, on the platforms? For amenities? This is unclear.

Page 7: For the discussion of METRA, it is unclear as to whether ticket-vending kiosks/machines are at every station. Also, a description of "Wage Works" is needed.

For the discussion of Metro-North, the 1st paragraph erroneously states that Metro-North operates 121 stations on the New Haven Line. There are a total of 121 stations in the entire Metro-North system (both East and West of Hudson service). There are 44 stations on the New Haven Line (not including Grand Central, Harlem-125th Street and Fordham), 36 of these stations are located in the State of Connecticut. 41 stations have ticket agents.

In addition, Metro-North tickets are sold by Metro-North employees (agents), with the eighteen busier stations manned for extended hours, and/or weekends.

The overview of Metro-North should also include a description of the Private Parking Operator Program.

With respect to the second paragraph of the Metro-North section, the first sentence should read

"The Metro-North stations are governed similarly..."

Also In the second paragraph, the discussion on parking should be more specific stating that maintenance of parking facilities is split with the municipalities and Metro-North's private parking operators at several Metro-North owned parking facilities.

The sentence reading: "Parking is owned by a combination of the municipalities and Metro-North". Maintenance and operation responsibility belongs to MNRR in New York and is split between Metro-North and municipality leases in Connecticut" should be replaced with the following:

"Parking is owned by a combination of the municipalities and Metro-North. Metro-North owns only approximately one third of the parking in New York State. Maintenance and operation responsibility belongs to Metro-North in New York and is split between Metro-North and municipality leases in Connecticut"

In addition, kindly add:

"Metro-North has initiated a private operator parking program at its stations to improve management, operations, customer service and parking availability."

Letter to Mr. Leonard Lapsis
January 18, 2005
Page 3

Also, about one third of Metro-North's stations have a coffee and/or food concession during hours when patronage justifies it.

Please strike out the following sentence: "MTA/MNR may also contract out landscaping services".

Create a new paragraph after "Maintenance and operations are funded by MTA/MNR." to read:

"Metro-North has a station net leasing program that allows for lessors to provide services to commuters and the local community at Metro-North owned stations. Services may include concession stands, dry cleaning, etc. Telephones at all stations are provided by an outside entity. In addition, the net leasing program also provides for specified station maintenance elements".

Page 8: The sentence referring to alternative access programs is not completely correct. Metro-North has a comprehensive station access program and is continually reviewing and seeking opportunities to expand station access. Please delete the sentence and replace with the following:

"As part of a comprehensive approach to station access, Metro-North's alternative station access programs are an integral part of solving the parking/access issues at Metro-North stations. These programs have provided access to stations via bus, shuttle parking and ferry service. Examples of these programs include the Haverstraw ferry on the Hudson River, bus service to Katonah station from Ridgefield, CT and shuttle bus systems including the Newburgh/Beacon Shuttle, Dutchess County Loop, satellite parking at Dutchess County Stadium and the new Zipcar program available at several facilities".

It should be noted that approximately two thirds of Metro-North's New York State stations have bus services nearby. Eighteen stations have dedicated bus and/or ferry services that coordinate with train schedules. Ferry service is available at Ossining, NY, and a second station with ferry service to Newburgh is planned in 2005.

Page 10: Table 2 Summary of Parking Inventory by Agency: This table should have a date for which this information is valid. For Metro-North "free spaces", it should be indicated that these stations are located on Metro-North's West of Hudson service. For the "parking cost" section, the Metro-North information does not indicate what timeframe those costs are valid for (i.e: \$100-\$1000 a year? A month?).

Additionally, this chart erroneously shows that Metro-North has no metered spaces. The table shows only fee based daily spaces. Metro-North also has meters and is inclusive in the 12,310 spaces noted. Please remove the line that separates the fee based and meter section to accurately reflect this.

Information is missing under NJT for who determines the parking rate. What "rates used to manage parking system" mean? Does that mean peak period pricing, or high costs to dissuade potential parkers?

Page 11: Specifically, how does MBTA use parking fees to manage the parking system?

Page 12: The last sentence under Metro-North should read that Weekend/Holiday parking is free at selected stations. Again, please state the timeframe for which a \$100-\$1000 permit is valid. Also, to provide similar information for each provider, include the cost to park daily in surface lots (since Metro-North mostly has surface lots).

Letter to Mr. Leonard Lapsis
January 18, 2005
Page 4

MTA Metro-North, second paragraph – Metro-North considers a variety of factors in establishing parking rates including rail commutation costs and evaluation of parking fees by line segment for standardization at Metro-North owned facilities where possible

Page 13: The second paragraph , last sentence should read :

"Metro-North is planning to establish more park and rides with connecting bus service to stations where parking expansion opportunities are limited".

Page 13 also includes a statement that Metro-North is "looking in private parking management operator". Metro-North has established its own successful parking program to directly manage parking and establish customer service standards for parking maintenance and management. This program has improved service and even increased parking supply through in-house reconfiguring/restriping lots, and maximized available parking by introducing innovative programs such as the summer seasonal oversell program, which re-utilizes under-used permit spaces during the summer months by allowing daily customers to use existing spaces. Where municipalities operate the parking, Metro-North requires the municipality to annually submit a Parking Management Program for Metro-North review. This submission, required in Metro-North lease agreements, outlines any changes in parking allocations, fees, etc.

Page 14: Survey Summary: the statement that "Only MTA LIRR has uniform governance methods throughout its system...." Is mentioned several times throughout this document, but the uniform method is not really identified clearly.

Page 15: The statement that the streamlining of management of SEPTA facilities has lead to "higher quality of services" should be clarified (is this based on established standards?)

Maintain Control Through Clearly Defined Standards and Responsibilities; second paragraph: As previously discussed in more detail above, in 1996 Metro-North developed a system-wide Private Parking Operator Program. This program established standards for parking maintenance, operations, customer service, and enforcement. This has been found to be very effective.

Page 17: Under "Provide a Mechanism for Enforcement", please add Metro-North to the comment that METRA has an enforceable lease agreement.

The last paragraph: the discussion that "Some operators, e.g. NJT operate the rail services with their own employees while others operators, e.g. MBTA, utilize the services of a "contract operator", is this for ancillary rail services such as station maintenance and parking? If not, why is this statement in this section?

Page 20: Table 3 should include responsibility for structural repairs.

Page 21- 22 : Planning Coordination – This section is unclear as to what is being suggested or pointed out; need clarification of the intermodal reference. Is this part of the entire multi-modal transportation system and how it needs to better integrated to rail service?

Establishment of Enforcement and Performance Monitoring; Metro-North has privatized the Administrative Enforcement of Paid Parking. Through the Private Parking Operator Program, Metro-North has eliminated the need for government or local paid police to enforce parking. This reduces the burden on the State and the MTA Police to patrol and enforce parking in station lots. This includes the administration of the adjudication process.

Letter to Mr. Leonard Lonsie

Page 26: The third bullet point should include CDOT's approval of sub-leases. The sixth bullet should be clarified to indicate that specifications for the method of approval of parking rates are to be included.

Page 32 – Support of Transit System Section: The cost of operations and maintenance of a facility should be covered by the cost of the parking products. Also, prior to allocating responsibilities it is important to look at the economies of scale. In some instances it may make sense to use the localities because their costs would be lower than those incurred if performed by the State especially if the State operates stations individually. Where costs individually are too high, costs can be reduced by bundling locations as Metro-North has done with its Private Parking Operator Program.

Page 50: Regarding collection tools – just a note, Fairfield Station pay envelopes are not moisture resistant. Under Prepaid section need to clarify "occupying". Who scratches off the spaces on the cards? A lot attendant or police patrol?

Page 121: Please clarify what is meant in the first sentence.

Page 122 – Structured parking maintenance costs of \$1,300/space appears high.

Page 124 – second paragraph : The oversell rate is very high based on Metro-North experience. The oversell average is 130%. Oversell is determined by station specific factors such as location, parking rates, etc. In the NYS Metro-North system in lots operated by municipalities and/or Metro-North oversell ranges from 0-50%. There is no uniform oversell percent.

Page 131: If lessor has option to renew twice then the contract can be extended for a total of 2 additional years, wording seems to be unclear and appears only one year renewal. This would bring lease to a three-year agreement. Annual renewal seems like a lot of administrative and paper work. Perhaps a uniform 5-year lease is more efficient. Also, there can be a clause in the contract allowing for termination by either party within 30 – 60 day notice or due to contract nonperformance.

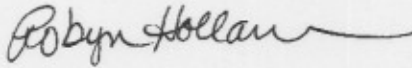
Page 134: A clause should be included for parking ratios as noted above. A clause for open accessibility should also be included.

Page C5-3 Metro-North Survey question 10 – There is no response shown for Parking Operations. Survey response should show a check for Municipality and Commuter Rail Agency/Authority.

Letter to Mr. Leonard Lapsis
January 18, 2005
Page 6

If you have any further questions, or should you require any further information, please contact me at 212-340-3151.

Sincerely,



Robyn M. Hollander, AICP
Assistant Director, Environmental and Long Range Planning

Cc: H. Permut
J. Boice
E. Hurle
J. Kennard



South Western Regional Planning Agency
Stamford Government Center
888 Washington Boulevard, 3rd Floor
Stamford, Connecticut 06901
203 316 5190 Phone
203 316 4995 Fax
www.swrpa.org

April 7, 2005

Mr. Leonard Lapsis
Supervising Transportation Planner
Connecticut Department of Transportation
P.O. Box 31754
Newington, CT 06131-7546

Subject: Connecticut Rail Governance Study

Dear Mr. Trotta:

The purpose of this letter is to offer preliminary comments on the Final Report issued as part of the Connecticut Rail Governance Study. These comments will be shared with the South Western Region Metropolitan Planning Organization (SWRMPO) at a meeting to be held on April 25, 2005. At this meeting, the SWRMPO will review these comments and formally vote to endorse these comments and/or to submit additional comments.

Staff of the South Western Regional Planning Agency (SWRPA) and its eight member municipalities have reviewed the Final Report and the previously released Technical Memoranda. SWRPA agrees that implementing uniform fiscal and administrative standards will aid local and state officials in their efforts to improve planning coordination and accountability, simplify oversight and monitor rail system performance. SWRPA also agrees that development and implementation of facility-based standards will lead to a better "rail experience" for persons traveling on the New Haven Main Line and its branch lines.

SWRPA does not, however, support the concept of centralized ownership, control and operation of the rail system presented as Governance Option 3 in the Final Report.

It is SWRPA's opinion that the costs associated with the acquisition and operation of a State-administered rail services program would far outweigh any economies of scale or other benefits that may be achieved. Further, such a strategy is unlikely to yield any near-term benefits as the process of creating and staffing an office to administer a program of rail services, developing and implementing administrative standards, and completing a program of acquisition and rehabilitation are not only time-consuming but expensive. It is not, however, known exactly how expensive this approach would be as the study does not provide data on the projected costs associated with implementing this or any of the other governance options. (Cost data presented in the Final Report relates to projected revenue flows and estimated operating expenses; but does not provide the cost of implementing new administrative systems or entities, the costs of the Arbitrated and Renegotiated Service Agreement with MTA, nor the costs associated with capital repairs.)

In order to achieve the afore-mentioned goals of improved accountability and performance, SWRPA recommends that the Department of Transportation focus on the development of uniform administrative standards and performance benchmarks for the State's rail system, similar to the approach presented in Governance Option 2.


Specific points and recommendations are as follows:

- The creation of a working group to develop uniform administrative standards and performance benchmarks for the state's rail facilities. This working group should include representatives of the Department of Transportation, regional planning organizations, transit operators providing commuter connections, municipalities served by rail, and operators of private services and facilities supporting the rail system.
- Any administrative or performance standards developed by the Department or the working group should be performance-based or relate to industry standards. For example, specific accounting practices should not be determined, but should comply with Generally Accepted Accounting Practices prescribed by the Financial Accounting Standards Board.
- A standard lease template should be developed for state-owned facilities. Such template should be developed by legal counsel with knowledge of and experience in administrative, municipal and contract law. Lease terms should be consistent with industry practice, fair to all parties and respectful of the investments made by municipal or private partners. Provisions also must be consistent with federal law, assuming that federal funds may be used to support the overall cost of operating the system.

Further, the Department of Transportation needs to recognize that under any governance option other than complete state control, change will come about through voluntary cooperation of other public and private partners. As such, stakeholder involvement is critical, as is the development and implementation of a consensus-driven approach to improving the quality of rail operations and services.

SWRPA appreciates the opportunity to comment and will forward the comments of the SWRMPO to the Department on or shortly after the SWRMPO's April meeting.

Very truly yours,



Robert H. Wilson, AICP
Executive Director

Copy: Richard Corona, ConnDOT
Melissa Leigh, SWRPA
Sue Prosi, SWRPA

SOUTH WESTERN REGION METROPOLITAN PLANNING ORGANIZATION

DARIEN • GREENWICH • NEW CANAAN • NORWALK • STAMFORD • WESTON • WESTPORT • WILTON
888 WASHINGTON BOULEVARD • STAMFORD, CT 06901 • (203) 316-5190 • FAX (203) 316-4995

May 2, 2005

Mr. Carl Bard
Deputy Commissioner
Department of Transportation
2800 Berlin Turnpike, PO Box 317546
Newington, Connecticut 06131-7546

Subject: Connecticut Rail Governance Study

Dear Mr. Bard:

On April 25, 2005, the South Western Region MPO (SWRMPO) endorsed the April 7, 2005 SWRPA comments sent to the Connecticut Department of Transportation (ConnDOT) regarding the Rail Governance Final Report without modification.

The SWRMPO has reviewed the Final Report and the previously released Technical Memoranda. The SWRMPO agrees that implementing uniform fiscal and administrative standards will aid local and state officials in their efforts to improve planning coordination and accountability, simplify oversight and monitor rail system performance. The SWRMPO also agrees that development and implementation of facility-based standards will lead to a better "rail experience" for persons traveling on the New Haven Main Line and its branch lines.

However, the SWRMPO does not support the concept of centralized ownership, control and operation of the rail system presented as Governance Option 3 in the Final Report.

It is the SWRMPO's position that the costs associated with the acquisition and operation of a State-administered rail services program would far outweigh any economies of scale or other benefits that may be achieved. Further, such a strategy is unlikely to yield any near-term benefits as the process of creating and staffing an office to administer a program of rail services, developing and implementing administrative standards, and completing a program of acquisition and rehabilitation are not only time-consuming but expensive. It is not, however, known exactly how expensive this approach would be as the study does not provide data on the projected costs associated with implementing this or any of the other governance options. (Cost data presented in the Final Report relates to projected revenue flows and estimated operating expenses; but does not provide the cost of implementing new administrative systems or entities, the costs of the Arbitrated and Renegotiated Service Agreement with MTA, nor the costs associated with capital repairs.)

In order to achieve the afore-mentioned goals of improved accountability and performance, the SWRMPO recommends that the Department of Transportation focus on the development of uniform administrative standards and performance benchmarks for the State's rail system, similar to the approach presented in Governance Option 2.

SWRMPO Letter on Rail Governance**May 2, 2005****Page 2**

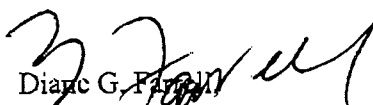
Specific points and recommendations are as follows:

- The creation of a working group to develop uniform administrative standards and performance benchmarks for the state's rail facilities. This working group should include representatives of the Department of Transportation, regional planning organizations, transit operators providing commuter connections, municipalities served by rail, and operators of private services and facilities supporting the rail system.
- Any administrative or performance standards developed by the Department or the working group should be performance-based or relate to industry standards. For example, specific accounting practices should not be determined, but should comply with Generally Accepted Accounting Practices prescribed by the Financial Accounting Standards Board.
- A standard lease template should be developed for state-owned facilities. Such template should be developed by legal counsel with knowledge of and experience in administrative, municipal and contract law. Lease terms should be consistent with industry practice, fair to all parties and respectful of the investments made by municipal or private partners. Provisions also must be consistent with federal law, assuming that federal funds may be used to support the overall cost of operating the system.

The SWRMPO recommends that ConnDOT pursue the goal of improved rail operations and services through a consensus-driven approach that incorporates the voluntary cooperation of public and private partners.

Thank you for providing the opportunity to comment. We look forward to continuing to work with you to improve rail transportation services in our region and throughout the state.

Sincerely,



Diane G. Farnham
SWRMPO Chairwoman
Westport First Selectwoman

Copy: SWRMPO
Richard Corona, ConnDOT
Carmine Trotta, ConnDOT
Robert Wilson, SWRPA
Sue Prosi, SWRPA



FEB 22 2005

**OFFICE OF THE MAYOR
ALEX A. KNOPP**

*Norwalk
Rail
Governance*

February 17, 2005

Sue Prosi
Senior Transportation Planner
South Western Regional Planning Agency
888 Washington Boulevard, 3rd Floor
Stamford, CT 06901

Re: Proposed Rail Governance Phase Two Study

Dear Sue:

Attached are my comments and clarification of facts in connection with the Proposed Rail Governance Phase Two Report submitted by Urbitran on November 2004.

I am looking forward to discussing the value of this report as we move forward in standardizing the State of Connecticut's rail system as well as finalizing the Centralized Transportation Center concept at the South Norwalk Railroad Station.

Very truly yours,

Alex A. Knopp
Mayor

Enclosure

RAIL GOVERNANCE REPORT

CLARIFICATION OF FACTS:

1. The City of Norwalk owns the South Norwalk Train Station, the parking garage and all surface parking, which are managed by the Norwalk Parking Authority. The Parking Authority is responsible for concession leases. The Parking Authority has a contract with LAZ Parking to professionally manage this and all other municipal parking facilities in Norwalk.
2. The Parking Authority has just recently installed new revenue equipment at the South Norwalk train station.
3. The Parking Authority has recently implemented maintenance and security Standard Operating Procedures for both the South Norwalk and East Norwalk train stations. The Parking Authority has recently contracted for snow removal at both train stations.
4. The City operates the East Norwalk train station pursuant to a lease from the state, and this station is also managed by the Norwalk Parking Authority. The Parking Authority is responsible for concession leases. The Parking Authority is currently rebuilding this train station entirely with City capital funds.
5. The Norwalk Parking Authority is on-site and will always be more responsive to station management and best suited to determine how train station revenue should be utilized in the best interest of commuters. Local decisions concerning specific local decisions is the preferred approach.

RECOMMENDATIONS:

1. Standards and Practices Manual should not be part of the lease but rather should suggest "best practices" that each municipality should be encouraged to follow. To unilaterally impose one fixed set of S&P's for all municipalities and train stations is inappropriate. CDOT and municipalities should discuss S&Ps prior to their adoption.
2. DOT should not impose unfounded mandates on municipalities through S&P's referenced in a lease. Rather, DOT should first communicate their proposed S&P's and work with municipalities in developing train station specific S&Ps that improve the operation of train stations.

3. One inflexible standardization of governance for all train stations and parking facilities does not recognize that some stations are owned by municipalities and others are leased to municipalities. Some parking facilities are owned by municipalities, by the state or are leased by municipalities from private property owners.
4. Any lease provisions should give municipalities the ability to enforce state obligations under the lease.
5. Train station operations in Norwalk would not benefit if authority were to be transferred from the Norwalk Parking Authority to CDOT. Parking rates should be determined by the municipality. Customer service should be provided at the local level.

CLARIFICATION OF PARKING SPACES, RATES AND OPERATING EXPENSES

A. Refer to Table 5: Annual Operating and Maintenance Expenses by Station

SOUTH NORWALK RAILROAD STATION

| | Report | | Correction |
|------------------|---------------|------------|--|
| Parking Spaces | 816 | 832 | Garage – 725 EB side – 107 |
| Maintenance Cost | \$798,900 | \$872,303* | Garage - \$829,470 EB side - \$42,833 |

EAST NORWALK RAILROAD STATION

| | Report | | Correction |
|------------------|---------------|------------|--|
| Parking Spaces | 147 | 241 | WB side – 60 EB side - 91 St. Thomas School - 90 |
| Maintenance Cost | \$58,800 | \$181,467* | |

*Projected FY 2004-05 year end costs

B. Refer to Table 7: Parking Revenue Estimation by Station Options
Options 1-4

SOUTH NORWALK RAILROAD STATION

| | Report | Correction |
|---------------|---------------|---|
| Annual Permit | \$650.00 | No Annual Permit Monthly Permit - \$65.00 |
| Daily Cost | \$6.50 | \$6.50 (Monday – Friday) \$4.75 (Saturday & Sunday) |
| Permit Spaces | 694 | |
| Daily Spaces | 122 | 832 Transient parkers are directed to the EB surface lot, however, the Garage is not exclusively used by permit holders only |

EAST NORWALK RAILROAD STATION

| | Report | Correction |
|---------------|---------------|-------------------|
| Permit Spaces | 147 | 241 |
| Annual Permit | \$240.00 | \$240.00 |
| | Monthly | \$25.00 |

-----Original Message-----

From: Henry Jadach [mailto:henry@MilfordTransit.com]
Sent: Friday, December 31, 2004 12:34 PM
To: leonard.lapsis@po.state.ct.us
Cc: John OConnell
Subject: Rail Governance Study Comments

Mr. Lapsis:

A brief response to several points in the Rail Governance Study:

Although an extended dialogue is necessary to fully appreciate the concluded study I feel that there are some broad brush statements made therein, from MTD's point of view that should be noted.

The report makes it seem, to the casual reader, that all of the stations and their operations lack a great deal. While this may be true in other cases I can assure you that it is not the case in Milford.

For Example:

--There is no lack of documented internal control for revenues received. Every type of revenue generated either by daily, monthly or yearly permitted use is strictly controlled, documented and accounted for. We have worked very hard over the years to ensure this and to insinuate otherwise in any format or venue is strongly challenged.

-- The maintenance of the station proper and all parking areas are done in a co-coordinated, thoughtful and regulated basis from litter control to snowstorm maintenance.

--There may be a lack of a physical organization chart but there is no question who has responsibility for all particular functions at the station. In essence, MTD is responsible for all maintenance and DOT is well aware of who to call in the event of a problem or concern. A more codified and organized method (fill out a form) would be fine if that is what is required.

-- There are no co-mingling of funds with the City's general fund.

-- The wide assumption that there are no standard operating procedures is faulty in the respect to Milford. It may be a good idea to have the same Standard Operating Procedures at every station. If a copy of our SOP for Milford Station is required we would be happy to provide it.

-- Estimates of occupancy rates have changed and assumptions made as to the percent of overselling permitted spaces was incorrect. I am sure that because of continued demand this is true up and down the line.

In closing I would like to complement Urbitran for their fine effort. It should be helpful in initiating quality discussion and hopeful improvements for the riding public.

We are very proud of how we operate the Milford Station. Once the ADA and bridge construction is complete we would welcome the opportunity to meet with DOT in regards to many aspects of the study including standardization issues referenced in the document as I feel that the appearance of the stations, including signage, should be done in a uniform fashion.

A final word on finances. Lets just hope that it doesn't snow too much this year.

Have a Great New Year.

Henry Jadach
Executive Director
Milford Transit District

Wrzosek, Marie

From: Fiducia, Lorraine T.
Sent: Monday, March 21, 2005 11:16 AM
To: Wrzosek, Marie
Subject: FW: Commuter Parking at Westport

MARIE:

PLEASE LOG TO PUBLIC TRANSPORTATION FOR RESPONSE.

THANK YOU,

LORRAINE

DEPARTMENT OF TRANSPORTATION

MAR 21 2005

COMMISSIONER'S OFFICE

-----Original Message-----

From: Korta, Steve E.
Sent: Monday, March 21, 2005 9:43 AM
To: Fiducia, Lorraine T.
Subject: FW: Commuter Parking at Westport

Please log and assign. This appears to be a follow-up e-mail.

SEK

-----Original Message-----

From: Wysota, Adam (IT) [mailto:Adam.Wysota@morganstanley.com]
Sent: Monday, March 21, 2005 9:24 AM
To: Wysota, Adam (IT); Korta, Steve E.
Subject: RE: Commuter Parking at Westport

Stephen,

Has there been any progress on this study?

Tx,

Adam

-----Original Message-----

From: Wysota, Adam (IT)
Sent: Wednesday, January 05, 2005 3:54 PM
To: 'Korta, Steve E.'
Cc: Wysota, Adam (IT)
Subject: RE: Commuter Parking at Westport

Stephen,

Thanks for the reply. It's good to see something is being done. I have a question and a few comments. How do you distinguish between state owned land versus town owned land and how does that translate into the issuance of permits? I was told directly by the department in Westport issuing the permits of the favoritism being given to Westport residents. Being told that the wait time for a permit is six years is incredible to me. Even so I'm willing to pay \$4 per day for the next few years (\$960/year versus ~\$200 per year for a permit) if there was parking available. The obvious reason people are parking in permitted spots is

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because there isn't enough \$4 per day parking and the permitted lots are wide open during the morning rush. Charging people \$25 per day is criminal to me in light of this.

The current system has caused practices that I know of first hand like;

- commuters buy the permit, then take the bus because it is along their route. They do this because they fear they may have to wait in line again for another permit - 6 years. So for the one or two odd days they need to park at the station they are 'safe'. Result - one less permit, one more open spot.
- commuters who have changed jobs and now work in Stamford or some other place that does not require the use of Metro North buy the permit anyway since they don't want to wait six years again should their job change and they need access to the line. Result - one less permit, one more open spot.
- people sell their permits with the sale of their homes. Result - one less permit for people like me who have been waiting a long time.

This system has created the environment and 'markets' like the ones above. There has to be a better way. Many people like myself moved to Fairfield county for the benefits of living in this great state AND the accessibility afforded by the New Haven lines to get to our place of work. The railroad system has to serve all residents of Connecticut equally - not just those who live in a town with a station. Maybe all spots should be \$4 per day and it should work on a first come, first serve basis. This would stop all the practices above, leave the spots for people who use the railroad and make people's lives easier. Incidentally it would result in more income for the state and the town's that own the land.

When do you expect the study to conclude and how can I stay notified of progress?

Sincerely,

Adam Wysota

-----Original Message-----

From: Fiducia, Lorraine T. [mailto:Lorraine.Fiducia@po.state.ct.us] On Behalf Of Korta, Steve E.
Sent: Wednesday, January 05, 2005 2:31 PM
To: Wysota, Adam (IT)
Subject: Commuter Parking at Westport

Mr. Adam Wysota
Adam.Wysota@morganstanley.com

Dear Mr. Wysota:

Your e-mail to Governor M. Jodi Rell dated December 7, 2004 regarding commuter rail parking at the Green's Farms railroad station in Westport, Connecticut has been forwarded to the Department of Transportation (Department) for response.

The Town of Westport leases certain land and property from the Department at Green's Farms and Saugatuck railroad stations to encourage public use of the New Haven Line commuter rail service. As a condition of the lease agreement, the Town is responsible for operating these facilities on a daily basis. The new \$25 per day fine for parking violations was instituted by the Town to reduce the increasing number of commuters parking in unauthorized locations. With respect to your comment that Town residents are given priority for issuance of new permits, the lease specifically prohibits this practice on State-owned land; however, no restrictions exist that prevent the Town from limiting permits to local residents on their own property.

The Department has commissioned a study to examine the overall operation of each railroad station located along the New Haven Line service corridor. It is anticipated that this study will include recommendations for expanding parking availability for rail commuters, as well as highlight other associated issues that have been expressed by the public over the years.

Sincerely,

Stephen E. Korta, II
Commissioner
State of Connecticut
Department of Transportation
P. O. Box 317546
2800 Berlin Turnpike
Newington, Connecticut 06131-7546

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732.248.5422

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