

# Westport Bus Operations and Needs Study

Final Report Appendices

Submitted to  
Western Connecticut Council of Governments

Submitted by  
AECOM Technical Services, Inc.

In association with  
Fitzgerald & Halliday, Inc.

*June 2016*



## **Appendices**

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**Appendix A      1992 agreement between the Town of Westport and  
Norwalk**

TOWN OF WESTPORT

Agreement between  
Town of Westport, CT  
And  
Norwalk Transit District  
For  
Public Transportation Services

WHEREAS the Town of Westport (TOWN) wishes to engage the services of the Norwalk Transit District (DISTRICT) for a period of one year, beginning July 1, 2001 for the provision of public transportation services in the Town of Westport, Connecticut, and

WHEREAS the DISTRICT has provided, and agrees to continue to provide transportation services,

NOW THEREFORE, the parties agree to the following:

1. The DISTRICT shall have responsibility for operating transportation services substantially in accordance with the service description contained in the Westport Route Guide as amended from time to time.
2. The DISTRICT shall provide planning and qualified transportation personnel to ensure public transportation services for the TOWN.
3. The Westport Transit District will advise the DISTRICT with respect to budgeting, planning, and scheduling of public transportation services in and for the TOWN.
4. The duty of the DISTRICT to perform hereunder shall be contingent on receipt of funds from the State of Connecticut Department of Transportation (or CDOT), the TOWN, and fare box receipts sufficient to defray the expenses of operation for services provided by the DISTRICT to the TOWN. Any shortfall of funds may be filled by either the TOWN or CDOT, but nothing herein shall require that the DISTRICT fund any shortfall in the revenue to continue the services to the TOWN.
5. Upon reasonable notice under the circumstances, the DISTRICT shall be excused from providing services outlined in this Agreement, pursuant to the following reasons: (i) if adequate funding is not available; (ii) in the event of a labor shortage or strike; (iii) if equipment is not available; (iv) as a result of a natural disaster; (v) shortages of fuel or lubricants; (vi) actions of government or others outside the control of the DISTRICT.

6. The TOWN shall permit the DISTRICT to use, at no cost, parking space at the public works facility of the TOWN for short-term parking of vehicles, to the extent such space is available. It is understood that there may be times when space is unavailable. IT is further understood that the DISTRICT's primary parking facility is its Norwalk facility.
7. Notwithstanding anything contained herein to the contrary, this Agreement is terminable on 60 days notice by either party to the Agreement. If this Agreement has not been terminated at the end of the one-year term, it will continue in effect until either party terminates the Agreement.

In witness of which, the parties have set their hands and seals on the 3<sup>rd</sup> day of December in the year 2001.

Signed, Sealed and Delivered  
in the Presence of:

Patricia Scully  
Susan Brown

TOWN OF WESTPORT

Diane Goss Farrell  
Diane Goss Farrell  
First Selectwoman  
Duly Authorized Agent

Michael J. Toma  
Patricia Scully

NORWALK TRANSIT DISTRICT

Louis Schulman  
Louis Schulman, Administrator  
Norwalk Transit District

APPROVED AS TO FORM:

Michael S. Toma  
Michael S. Toma  
Town Attorney  
Town of Westport

APPROVED AS TO COMPLIANCE WITH  
CHAPTER 11 OF THE CHARTER OF  
THE TOWN OF WESTPORT:

Donald J. Miklus  
Donald J. Miklus  
Finance Director  
Town of Westport



AGREEMENT BETWEEN THE NORWALK TRANSIT DISTRICT AND  
WESTPORT TRANSIT DISTRICT FOR THE PROVISION OF  
MANAGEMENT SERVICES

WHEREAS the Westport Transit District wishes to engage the services of the Norwalk Transit District for a three year period, starting July 1, 1993, for the management of public transportation services in the Town of Westport, and the administration of the Westport Transit District.

WHEREAS the Norwalk Transit District has been and continues to agree to provide the desired services.

NOW, THEREFORE, the following is agreed to by the parties.

1. The Norwalk Transit District shall have complete operational responsibility of and for Westport Transit District public transportation services. The only exceptions shall be that the Directors of the Westport Transit District shall establish all policies including fares and other rates.
2. The Norwalk Transit District shall provide qualified transportation management personnel to assure the provision of high quality public transportation services for the Town of Westport.
3. The Norwalk Transit District shall have responsibility for the provision of all administrative record keeping associated with the requirements of the District's funding sources. This shall include EEO, DBE, Section 15, Title VI, drug testing and any other requirements of the State and Federal governments. This shall also include financial record keeping and reporting, maintenance of personnel records, payroll etc.
4. The Norwalk Transit District shall have the authority to hire, manage and direct the drivers, mechanics, supervisory and administrative personnel employed by the Westport Transit District. The Directors shall be informed of all disciplinary actions as soon as possible, and they shall be consulted prior to any layoffs or terminations of Westport Transit District personnel.
5. The Westport Transit District shall maintain officers and directors liability insurance naming the Norwalk Transit District Commissioners and senior staff as additional named insured.

The Westport Transit District shall furnish to the Norwalk Transit District an insurance certification with respect to this obligation listing the Norwalk Transit District as an additional named insured.

6. The Westport Transit District shall defend, indemnify, save and hold harmless the Norwalk Transit District for all acts of both Districts arising out of the performance of services for the Westport Transit District. The Westport Transit District's liability insurance policy shall cover this obligation. The Westport Transit District shall furnish to the Norwalk Transit District an insurance certification with respect to this obligation listing the Norwalk Transit District as an additional named insured.

7. Nothing in this agreement shall be construed to imply that the Norwalk Transit District has any responsibility for the financial liabilities of the Westport Transit District.

8. The provision of public transportation services shall be contingent upon the receipt of adequate funds from the State Department of Transportation, the Town of Westport and revenue generated by the services.

9. The Norwalk Transit District shall be excused from providing services due to circumstances outside its control including but not limited to:

- a. If adequate funds are not available to the Westport Transit District.
- b. In the event of a labor stoppage or strike.
- c. If adequate equipment is not available.
- d. As a result of a natural disaster.
- e. Shortages of fuel or lubricants.
- f. Actions of government or others outside the control of the Norwalk Transit District.

10. The Norwalk Transit District shall be reimbursed, at cost, for the cost of any line supervisor, mechanic or non-management employee assigned to perform Westport Transit District work.

11. The Norwalk Transit District shall be reimbursed for any direct non-personnel cost associated with the management of the Westport Transit District. This includes the cost of supplies, travel, etc.

12. The Westport Transit District shall be responsible for payment of all expenses associated with the operation, maintenance and administration of the Westport Transit District and its services.

13. During the first year of this agreement, the Westport Transit District shall pay to the Norwalk Transit District an annual management fee of \$38,000 in equal monthly installments on the first of each month. The management fee for the second and third years shall be agreed to at least 60 days prior to the expiration of the contract, and shall be paid in equal monthly installments.

14. This agreement may be canceled by the Norwalk Transit District upon providing 60 days notice to the Westport Transit District.

15. This agreement may be canceled by the Westport Transit District, upon providing 60 days notice to the Norwalk Transit District.

This agreement shall be binding upon the parties hereto, their successors and assigns.

Signed this sixteenth day of March, 1993

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director, Westport Transit District

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director, Westport Transit District

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Commissioner, Norwalk Transit District

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Commissioner, Norwalk Transit District

TOWN OF WESTPORT

Norwalk Transit District

AGREEMENT BETWEEN  
NORWALK TRANSIT DISTRICT  
AND  
TOWN OF WESTPORT  
FOR  
TRANSPORTATION SERVICES

8/13/97 Orig to DES

WHEREAS the Town of Westport ("TOWN") wishes to engage the services of the Norwalk Transit District ("DISTRICT") for a one-year period, starting July 1, 1997, for the provision of public transportation services in the Town of Westport; and

WHEREAS the Norwalk Transit District has been providing, and agrees to continue to provide, the desired services,

NOW, THEREFORE, the following is agreed to by the parties:

1. The Norwalk Transit District shall have responsibility for planning and operating said transportation services substantially in accordance with the service description contained in the Westport Route Guide 6/97 as may be amended from time to time.
2. The Norwalk Transit District shall provide qualified transportation personnel to assure quality public transportation services for the TOWN.
3. The TOWN may appoint an advisory board or council to assist the DISTRICT with respect to scheduling, routes, budgeting or frequency of service within the TOWN.
4. The duty of the DISTRICT to perform hereunder shall be contingent upon the receipt of funds from the State of Connecticut Department of Transportation ("DOT"), the Town of Westport, and fare box receipts adequate to defray the expense of operation attributable to the service provided by the DISTRICT to the TOWN. Any shortfall of funds may be filled by either the TOWN or DOT, but nothing herein shall require or imply that the DISTRICT shall be obligated to fund any shortfall in revenue to continue service to the TOWN.
5. Upon reasonable notice under the circumstances, the DISTRICT shall be excused from providing service under this contract due to the following reasons:
  - a. If adequate funds are not available.
  - b. In the event of a labor shortage or strike.
  - c. If equipment is not available.
  - d. As a result of a natural disaster.
  - e. Shortages of fuel or lubricants.

- f. Actions of government or others outside the control of the DISTRICT.
6. The TOWN shall continue to permit the DISTRICT to use, at no cost, the space it currently occupies at the Department of Public Works facility of the TOWN.
  7. This Agreement may be canceled by the DISTRICT upon providing 30 days notice to the Westport Transit District.
  8. This Agreement may be canceled by the TOWN upon providing 30 days notice to the DISTRICT.
  9. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12<sup>th</sup> day of August, 1997.

WITNESSED BY:

FOR NORWALK TRANSIT DISTRICT

Rabeca K. Gault

Louis Schulman  
Louis Schulman, Administrator

[Signature]

FOR THE TOWN OF WESTPORT

Patricia Skully

Joseph P. Arcudi  
Joseph P. Arcudi  
First Selectman

Carole M. Leahy

APPROVED AS TO FORM:

APPROVED AS TO COMPLIANCE  
WITH CHAPTER 11 OF THE  
CHARTER OF THE TOWN OF  
WESTPORT:

Joseph E. Munro, Jr.  
Assistant Town Attorney-

Donald J. Miklus  
Donald J. Miklus  
Controller

STATE OF CONNECTICUT)  
 )  
COUNTY OF FAIRFIELD )

ss. TOWN OF WESTPORT

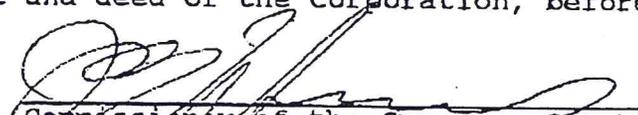
Personally appeared Joseph P. Arcudi as First Selectman of the Town of Westport, a corporation, Signer and Sealer of the foregoing instrument, being duly authorized, he acknowledged the same to be his free act and deed and the free act and deed of the Corporation, before me.

  
~~Commissioner of the Superior Court~~  
~~Notary Public~~  
My Commission Expires: \_\_\_\_\_

STATE OF CONNECTICUT)  
 )  
COUNTY OF FAIRFIELD )

ss. TOWN OF WESTPORT

Personally appeared Louis Schulman, Administrator of the Norwalk Transit District, Signers and Sealer of the foregoing instrument, being duly authorized, he acknowledged the same to be his free act and deed and the free act and deed of the Corporation, before me.

  
~~Commissioner of the Superior Court~~  
~~Notary Public~~  
My Commission Expires: \_\_\_\_\_

Appendix B

Section of the Westport Town Ordinances

CURRENT OFFICIALS

of the

TOWN OF

WESTPORT, CONNECTICUT

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Jim Marpe (First Selectman)

Avi Kaner

Helen Garten

Board of Selectmen

Term: 11/19/13—11/21/17

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## Appendix A

### Regular Committees

The regular study committees of the Representative Town Meeting, with their complete names and a brief description of their responsibilities, are as follows:

The proper sphere of business of the RTM Education Committee shall include study of the operations of the education system and the budget appropriations for these systems.

The proper sphere of business of the RTM Employee Compensation Committee shall include the study of salary rates and other methods of remuneration of Town employees and retainers.

The proper sphere of business of the RTM Environment Committee shall be to help create and maintain a better ecological environment in Westport by initiating and/or studying legislation to this end, including all matters pertaining to the Conservation Commission and all matters pertaining to the disposal and handling of solid and liquid waste and the budget appropriations therefor.

The proper sphere of business of the RTM Finance Committee shall include the study of Town revenues, appropriations, and financial policies and practices, exclusive of individual department budgets. This Committee shall work with the responsible Town officials to secure adequate financial reports for the Representative Town Meeting. This Committee shall further study the current financial position, the financial aspects of the annual budget, capital requirements and long-term financial planning.

The proper sphere of business of the RTM Health and Human Services Committee shall cover all general health and welfare matters, including the provisions by the Town of social services to the young, the elderly, the disabled and others with special needs, along with the activities of the Human Services Department, the Commission for Senior Services, the Youth Commission, the Westport/Weston Health District, and similar Town or regional committees or organizations, and the budget appropriations therefor.

The RTM Information Technology Committee shall consider matters pertaining to Town information technology and the budget appropriations for these activities.

The proper sphere of business of the RTM Library, Museum and Arts Committee shall include study of the operation of the library facilities of the Westport Public Library, the facilities and operations of the Earthplace: the Nature Discovery Center (but only so long as Town funds are being used therefor), the facilities and operations of any municipal museums which may come into being and the facilities and operations of any arts council and/or arts programs for which appropriation of Town funds are sought or made and which are not under the jurisdiction of the Board of Education.

The RTM Long-Range Planning Committee shall consider matters pertaining to long-range plans for the Town including, but not limited to, long-range plans for open space and other real property as well as the study of long-term projects such as periodic revision of the Town Plan of Conservation and Development and the Town Charter. The committee is encouraged to act as liaison with other RTM committees and other Town boards and committees to study long-range plans for the Town.

The RTM Ordinance Committee shall consider matters pertaining to Town ordinances and regulations, including the establishment and application of criteria for the review of ordinances and regulations that come before the RTM.

The proper sphere of business of the RTM Parks and Recreation Committee shall include the administration, acquisition and use of parks and other recreational facilities, the recreational program and the budget appropriations for these facilities and activities.

The proper sphere of business of the RTM Planning and Zoning Committee shall include all matters pertaining to Town planning, zoning legislation and the budget appropriations for these activities.

The proper sphere of business of the RTM Public Protection Committee shall include all matters concerning the operation of the Police and Fire Departments and shall include all aspects of traffic and public safety and the budget appropriations therefor.

The proper sphere of business of the RTM Public Works Committee shall include the operations of the Department of Public Works and the Public Site and Building Commission and the budget appropriations therefor.

The proper sphere of business of the RTM Transit Committee shall include all matters concerning the operation of the Westport Transit District and all parking within the Town of Westport, including the Railroad Parking Authority and the budget appropriations therefor.

(Res. of 8-15-06)

Appendix C Westport Transit District review July 1993, pages 73

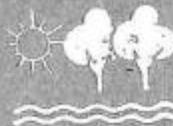
- 77



# WESTPORT TRANSIT DISTRICT REVIEW

## Final Report

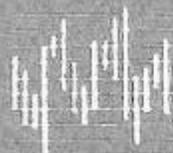
Sue F. Knapp  
David Sampson  
Karen Alexander



July 26, 1993



In Conjunction with  
Urbitran Associates, Incorporated



Prepared for  
South Western Regional Planning Agency



**ECOSOMETRICS, INCORPORATED**

4715 CORDELL AVENUE • BETHESDA, MD 20814-3016  
(301) 652-2414 • FAX (301) 907-8952

## Revenue

The system expects \$452,405 from the state<sup>1</sup> and \$147,936 from the Town of Westport. The budget includes \$142,886 in farebox revenues, although we anticipate that at \$.90 per trip, on fixed route and \$2.00 per trip on the E&D service, the system could generate \$196,345 in farebox revenues if the anticipated ridership is achieved. However, to be conservative, no additional revenue have been included in the budget. When revenue increases, decisions will be made regarding service expansions.

## **DEMAND ESTIMATES**

Ridership estimates for the newly structured routes is presented in Table 4-3. As shown, we have estimated that ridership could increase from 68,900 annual one-way trips to 112,125 annual one-way trips on the regular fixed routes (a 63% increase) due to improved headways, longer service hours, and extensive marketing. On commuter routes, we have estimated that ridership could increase from 51,480 annual one-way trips to 63,050 annual trips (a 22% increase) attributable to the new employment markets served and better marketing.

It is anticipated that ridership on the Norden Shuttle will remain the same. With more extensive outreach, longer hours and less lead time on reservations, it is anticipated that the E&D service could attract and accommodate 33 passengers per day or 8,580 one-way trips per year. With the addition of the extra hour for the late after school tripper, this service is anticipated to carry 6,240 annual one-way trips.

## **SYSTEM PERFORMANCE STANDARDS**

During the study, the standard set for operating efficiency was ten trips per mile with an overall system goal of 15 trips per mile. As shown in Table 4-3, with these changes, we predict

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<sup>1</sup>The state cap is \$3.00 per trip (excluding people on the E&D service who are not disabled). With the projected ridership of 207,673 annual rides, this means that the system would be eligible for \$623,019 from the state. Even if the non-disabled trips on the E&D service are eliminated, the system should anticipate receiving the full \$452,405 from the state.

Table 4-3

## RIDERSHIP ESTIMATES FOR SERVICE REVISIONS

Route	Vehicle Hours/Year	Annual Variable Cost	Total Annual Cost	Current Ridership	Predicted Ridership	Trips/Hour	Cost/Trip
<b>Regular Routes</b>							
15 pmh							
Route 1/4	8,580	\$202,435	\$311,926	60,320	101,400	11.8	\$3.08
Route 5	520	\$12,499	\$19,259	2,340	2,925	5.6	\$6.58
Route 2/3	520	\$12,499	\$19,259	6,240	7,800	15.0	\$2.47
Subtotal	9,620	\$227,433	\$350,445	68,900	112,125	11.7	\$3.13
<b>Commuter Routes</b>							
22 mph (except H at 18 mph)							
Route A/C	1,105	\$26,523	\$40,868	13,000	16,900	15.3	\$2.42
Route H (Pepperidge Farm runs)	1,105	\$25,045	\$38,591	8,580	10,660	9.6	\$3.62
Route G/E North	1,105	\$27,262	\$42,007	16,640	21,060	9.5	\$3.88
Route G/E South	1,105	\$25,784	\$39,729				
Route GF1	1,105	\$26,523	\$40,868	5,980	6,630	6.0	\$6.16
Route GF2/GF3	1,105	\$28,740	\$44,285	7,280	7,800	7.1	\$5.68
Subtotal	6,630	\$159,877	\$246,349	51,480	63,050	9.5	\$3.91
<b>Shuttles</b>							
Norden	1,040	\$26,180	\$40,340	17,680	17,680	17.0	\$2.28
<b>Special Services</b>							
E&D Weekday Van	2,860	\$61,155	\$94,232	6,240	8,580	3.0	\$10.98
After School Trippers	520	\$7,698	\$11,861	4,940	6,240	12.0	\$1.90
Subtotal	4,420	\$95,033	\$146,433	28,860	32,500	7.4	\$4.51
<b>TOTAL</b>	<b>20,670</b>	<b>\$482,343</b>	<b>\$743,227</b>	<b>149,240</b>	<b>207,675</b>	<b>10</b>	<b>\$3.58</b>

an overall system efficiency of ten person per hour and \$3.58 per trip. This includes the following improvements in productivity:

- |                                |  |          |   |
|--------------------------------|--|----------|---|
| ● daytime regular fixed routes | from 7.7 passengers/hour<br>from \$4.44 per trip | to<br>to | 11.7 passenger/hour<br>\$3.13 per trip              |
| ● commuter routes              | from 7.8 passengers/hour<br>from \$4.35 per trip | to<br>to | 9.5 passengers/hour<br>\$3.83 per trip <sup>2</sup> |

Overall the system will meet the standard of ten trips per hour but fall short of its goal of 15 passengers per hour.

## IMPLEMENTATION PLAN

### Immediate Actions

As described above, most of the improvements to the WTD will be made in the next four months. Following is a description of the tasks required during this period to implement the recommended changes.

#### July 1993

1. **Improve reporting procedures for operating data.** WTD ridership and service records will be entered into the computer by existing WTD administrative personnel. Routine management reports will be designed and generated. The federally required Section 15 reports will be prepared on a continuing basis. This operating data is critical to decisions that need to be made regarding service expansions or changes in the Spring.
2. **Begin recording trip denials on E&D paratransit service** (to allow the system to plan for expansion of service hours in September). Every time a request is made for a paratransit trip that cannot be fulfilled, the telephone operator will record:

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<sup>2</sup>The commuter routes now include the shuttle to Pepperidge Farms which is not as productive as the other commuter routes. Also "before" costs are for this year and "after" costs for the next fiscal year.

- when service was needed,
  - why the request could not be accommodated,
  - whether the trip was denied,
  - whether the trip was taken at another time.
3. **Begin designing new route maps/schedules and paratransit brochures** which reflect the revised routes and schedules. These materials will be prepared under contract to a local advertising firm.
  4. **Revise special services to:**
    - eliminate shuttle to Fibro
    - eliminate Mail runs
    - phase out Elderhouse service
    - eliminate scheduled service to King's Highway School
    - operate group trips to Canal Park on sign-up basis for one day a week

### August 1993

1. **Implement marketing program** for the fixed route and paratransit service by:
  - distribute new route maps and brochures
  - institute a community awareness program to make the community aware that services are being improved
  - have operations supervisor familiarize all personnel who would be answering the telephone with the routes and schedules
  - begin outreach to the schools, senior housing, social service agencies, and employers in the community
2. **Make improvements to E&D paratransit service to:**
  - allow people to call up to 5:00 p.m. for service the next day
  - continue with plans to certify people as ADA eligible and create a complete list of users with addresses and emergency numbers.

These functions will be carried out by existing WTD personnel and incorporated into the duties of the Operations Supervisor and other persons answering the telephone. The NTD staff will assist with procedures for certifying persons as eligible for ADA paratransit services.

### September 1993

1. **Make changes to the fixed route structure and schedules.** This will require WTD (with the assistance of NTD) to:

- schedule operating personnel for the new routes and schedules,
  - run all the routes with the drivers to familiarize them with the routes
2. **Expand hours on E&D service** to extend from 7:00 a.m. - 6:00 p.m. This will also require scheduling the personnel needed to cover the additional hours.

### Long Range Actions

There are a number of services that the Study Committee and WTD staff feel are needed in the community but that are not possible within the current budget. In the budgeting process, we have taken the conservative approach in assuming that farebox revenues will remain the same (even though we estimate that farebox revenue could increase over \$50,000 annually if the increases in ridership are realized.)

Ridership increases may not materialize for 3-4 months from the time that services are improved. But, as farebox revenues increase, WTD will be able to use those funds to consider implementation of some service improvements or expansions. Of particular interest are the following services:

- 30-minute headways on Route 5 and Route 2/3 (particularly on Route 2/3 since it serves a higher density area),
- hourly mid-day service on Route 5 and Route 2/3 (this would allow people to reach the beach on Route 2/3),
- Saturday service on Route 1/4 from 9:00 a.m. - 5:00 p.m. (45-minute headways), and
- E&D service on Saturday during the same hours.

The decision regarding which, if any, of these services would be implemented is dependent on the funds available to provide the service.

Appendix D July 1, 2014, August 29, 2014, and December 9, 2014 letters  
to NTD from the Federal Transit Administration



U.S. Department  
of Transportation  
Federal Transit  
Administration

REGION I  
Connecticut, Maine,  
Massachusetts,  
New Hampshire,  
Rhode Island, Vermont

Volpe Center  
55 Broadway Suite 920  
Cambridge, MA 02142-1093  
617-494-2055  
617-494-2865 (fax)

July 1, 2014

Louis Schulman  
Administrator, Norwalk Transit District  
275 Wilson Avenue  
Norwalk, Connecticut 06854

**Re: Westport After-School Shuttle Program**

Dear Mr. Schulman:

This letter follows up on our meeting on May 28, 2014 at the Federal Transit Administration (FTA) Region I Office. You brought to FTA's attention a concern that Connecticut Department of Transportation (ConnDOT) has with the long-standing Westport after-school shuttle service provided by the Norwalk Transit District (NTD), an FTA Grantee. You requested an opinion as to whether NTD is in compliance with federal laws and regulations pertaining to school bus operations. Based on FTA's review of the service provided by NTD, FTA has determined that NTD is currently operating unauthorized school bus service.

Your current service consists of three after school routes. The routes only operate during the school year from 2:40 to 4:05 pm. The stops are either on school property or at after school activity locations. The service is described on the website as "After School Shuttles." The service is being provided to accommodate school children and not for the general public although any transit rider is allowed to board the bus. Recipients of federal funds are prohibited from providing exclusive school bus service, although they are allowed to provide tripper service. "Tripper service" is regular scheduled mass transportation, which is open to the public and can be designed to meet the needs of school children using various fare collection systems. (See 49 C.F.R. § 605.3.) The after school shuttles operated by NTD are not designed as tripper service.

Under 49 U.S.C. § 5323(f), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), a recipient of FTA funds may operate exclusive school service only under one of the statutory exemptions. The implementing regulation at 49 C.F.R. part 605 sets out the process for obtaining such an exemption. Under these provisions, a recipient may obtain authorization from the FTA Administrator to operate school service by demonstrating that it operates a school system and also operates a separate school bus program for that system, or that private school bus operators in its area do not provide adequate transportation. The grantee must give written notice to all providers in its area or, if there are no private providers, the grantee must so certify.

The grantee must forward to the attention of the FTA Administrator a copy of this certification or a statement describing the notice procedures it has followed, together with any comments from private operators and other relevant information. NTD should follow this process if it wishes to continue engaging in school bus operations.

In the alternative, NTD could redesign the after-school shuttle service to satisfy FTA's tripper rule requirements. On May 16, 2008, FTA issued a Final Policy Statement on FTA's School Bus Operations Regulations (73 FR No. 180 (September 16, 2008)). FTA construes the term "tripper service" to include modifications to fare collection or subsidy systems, modifications to the frequency of service, and de minimis route alterations from route paths in the immediate vicinity of schools to stops located at or in close proximity to the schools. Consistent with that construction, FTA interprets the definition of "school bus operations" to include service that a reasonable person would conclude was primarily designed to accommodate students and school personnel, and only incidentally to service the nonstudent general public. Under the reasonable person standard, the three after-school shuttle routes provided by NTD appear to be principally for the benefit of school students, not the general public. FTA does allow grantees to provide more frequent service on an existing route to accommodate increased student ridership before and after school. Furthermore, a grantee may alter route paths to accommodate the needs of school students by making de minimis route alterations from route paths to drop off and pick up students at stops located on school grounds or in close proximity to the schools. NTD buses may board and discharge passengers only at public bus stops, which are obviously accessible and available to the public. If tripper buses board and discharge passengers on school property, the stops must be marked as public bus stops and actually and obviously accessible to the public. Furthermore, notwithstanding the fact that NTD's after-school routes are different from the regular fixed commuter routes serving the Westport community, they must be reconciled such that the tripper routes are contained on the regular route schedule and advertised as such.

Since the current school year is now over, FTA's primary focus is to ensure that NTD complies with FTA's school bus regulations going forward. Within thirty (30) days of receipt of this letter, NTD must provide FTA with its proposed action plan to bring its after-school shuttle service into compliance with FTA school bus regulations under 49 C.F.R. part 605.

If you have any questions or comments, please contact Regional Counsel Wendy Lee at (617) 494-2409.

Sincerely,



Mary Beth Mello  
Regional Administrator

cc: James Redeker, Commissioner  
Michael Sanders, Connecticut Department of Transportation



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

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Connecticut, Maine,  
Massachusetts,  
New Hampshire,  
Rhode Island, Vermont

Volpe Center  
55 Broadway Suite 920  
Cambridge, MA 02142-1093  
617-494-2055  
617-494-2865 (fax)

August 29, 2014

Louis Schulman  
Administrator  
Norwalk Transit District  
275 Wilson Avenue  
Norwalk, Connecticut 06854

**Re: Request for Exemption to Operate School Bus Service**

Dear Mr. Schulman:

The Federal Transit Administration (FTA) has reviewed Norwalk Transit District's (NTD) request for an exemption dated August 27, 2014, under the school bus regulations, 49 C.F.R. § 605.11. Based on the information provided in your request, FTA approves the exemption. NTD has requested a temporary exemption to operate the Westport after school shuttle service ("Westport shuttle service") through December 31, 2014. This short-term exemption period will allow NTD to continue providing school bus service while the Town of Westport develops an alternate transportation plan for meeting the needs of students participating in after-school programs located throughout the Westport community.

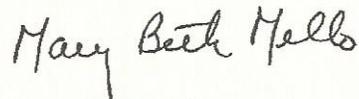
In support of its application for an exemption, FTA finds that NTD fully complied with the notice requirements under 49 C.F.R. § 605.16. On August 15, 2014, NTD solicited private school bus operators serving the local urban area to submit a letter of interest if they were willing to provide the Westport shuttle service. This solicitation was published in the local newspaper circulated in the urban area and emailed directly to twelve school and private transportation providers in the region. NTD did not receive any responses to the solicitation. Additionally, NTD held a public hearing on August 26, 2014, whereby those in attendance expressed a strong desire for NTD to continue providing the service while the Town of Westport establishes an alternate solution. No private operators attended the meeting.

Generally, no federal financial assistance for transit projects or operators may be provided to FTA grant applicants unless the applicant agrees not to engage in school bus operations in competition with private school bus operators. See 49 U.S.C. § 5323(f). A grantee may apply for an exemption to this restriction if it satisfactorily demonstrates that private school bus operators in the urban area are unable to provide adequate transportation, at a reasonable rate, and in conformance with applicable safety standards. See 49 C.F.R. § 605.11(b).

After reviewing NTD's application, including copies of the public notice and a recap of the public hearing, including comments by the public, FTA is satisfied that NTD has demonstrated that there are no private school bus operators operating in NTD's urban area that are interested in providing the Westport shuttle service, and that an exemption from the statutory constraint on school bus operations is warranted. NTD is permitted to engage in school bus operations through December 31, 2014.

If you have any questions or comments, please contact Regional Counsel Wendy Lee at (617) 494-2409.

Sincerely,



Mary Beth Mello  
Regional Administrator

cc: James S. Marpe, First Selectman, Town of Westport  
James Redeker, Commissioner, Connecticut Department of Transportation



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

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Massachusetts,  
New Hampshire,  
Rhode Island, Vermont

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617-494-2055  
617-494-2865 (fax)

December 9, 2014

Louis Schulman  
Administrator  
Norwalk Transit District  
275 Wilson Avenue  
Norwalk, Connecticut 06854

Re: Westport After-School Shuttle Program

Dear Administrator Schulman:

The Federal Transit Administration (“FTA”) has reviewed the Norwalk Transit District’s (“NTD”) letter dated December 2, 2014 addressed to Regional Administrator Mary Beth Mello requesting an extension of the school bus exemption that FTA granted to NTD in August 2014, as well as the supporting information provided by the Town of Westport (the “Town”) in its letter dated November 19, 2014. Based on the information in the two letters, FTA has agreed to extend the exemption for a period not to exceed six (6) months from January 1, 2015. Therefore, the NTD is permitted to continue operating Westport’s after-school shuttle service as the Town works with the Board of Education (“BOE”) to develop a joint procurement that will meet the Town’s long-term needs for school bus service, including their after-school programs.

On August 28, 2014, FTA approved NTD’s application for an exemption to operate the Westport after-school shuttle service through December 31, 2014. The Town and NTD agreed that this was a sufficient amount of time for the Town to develop both a temporary and long-term solution to their school bus needs. It previously had been discovered that NTD was operating unauthorized school bus service for the benefit of Westport schoolchildren. Since the exemption was granted, the Town has diligently worked with concerned parties and the BOE to develop a joint procurement process for all of the Town’s school busing needs for a period of five (5) years. Simultaneously, the Town continued its outreach to identify school bus operators to fill the after-school shuttle service requirements from January 1, 2015 to the end of the school to no avail.

While the Town moves forward with its joint procurement plans with the BOE, the Town has proposed to continue its efforts to secure a bus operator for the January-June 2015 period by including an option in the upcoming bid for an operator to immediately commence shuttle service for the after-school programs. While negotiations proceed between the Town, BOE, and the awardee of the contract, NTD has requested an extension of the prior exemption to allow it to continue operating the after-school shuttle program until such time as an operator is under

contract. The purpose of allowing this extension is to prevent potential harm to riders who may not have other means of transportation after school.

If you have any questions or comments, please contact Regional Counsel Wendy Lee. Ms. Lee can be reached at (617) 494-2409.

Sincerely,

A handwritten signature in blue ink that reads "Mary Beth Mello". The signature is written in a cursive style.

Mary Beth Mello  
Regional Administrator

cc: James S. Marpe, First Selectman, Town of Westport  
James Redeker, Commissioner, Connecticut Department of Transportation

Appendix E

E.1 FTA school bus regulations

E.2 Description of WTD after-school program 2013-14

E.3 After school busing alternative development and result

## Appendix E1: Final Policy Statement on FTA's School Bus Operations Regulations

A Rule by the [Federal Transit Administration](#) on 09/16/2008

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[Tuesday, September 16, 2008](#)

Agencies:

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[Federal Transit Administration](#)

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[49 CFR 605](#)

Agency/Docket Number:

Docket No. FTA-2008-0015

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<https://federalregister.gov/a/E8-21601> 

## Action

Final Policy Statement.

## Summary

Through this notice, the Federal Transit Administration (FTA) clarifies its policy with respect to its interpretation of “*tripper service*” and “*school bus operations*” under [49 CFR part 605](#).

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## **DATE: [Back to Top](#)**

*Effective Date:* The effective date of this final policy statement is September 16, 2008.

## **ADDRESSES: [Back to Top](#)**

*Availability of the Final Policy Statement and Comments:* One may access this final policy statement, the proposed policy statement, and public comments on the proposed policy statement at docket number FTA-2008-0015. For access to the docket, please visit <http://www.regulations.gov> or the Docket Operations office located in the West Building of the U.S. Department of Transportation, Room W12-140, 1200 New Jersey Avenue, SE., Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.

## **FOR FURTHER INFORMATION**

### **CONTACT: [Back to Top](#)**

Michael L. Culotta, Attorney, Office of Chief Counsel, Federal Transit Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE., 5th Floor—East Building, Washington, DC 20590. *E-mail:* [Michael.Culotta@dot.gov](mailto:Michael.Culotta@dot.gov). *Telephone:* (202) 366-1936.

## **SUPPLEMENTARY INFORMATION: [Back to Top](#)**

### **I. Background [Back to Top](#)**

#### **A. Introduction**

On May 19, 2008, FTA issued a Notice of Proposed Policy Statement on FTA's School Bus Operations Regulations<sup>[1]</sup> to provide guidance in the context of the recent decision of the United States District Court for the Western District of New York in *Rochester-Genesee Regional Transportation Authority v. Hynes-Cherin*.<sup>[2]</sup> As of August 6, 2008, FTA received approximately 510 comments on its proposed policy statement.

In the final policy set forth below, FTA clarifies its guidance regarding FTA's interpretation of its school bus operations regulations. FTA shall construe the term “tripper service,” as it has historically, to include modifications to fare collection or subsidy systems, modifications to the frequency of service, and de minimus route alterations from route paths in the immediate vicinity

of schools to stops located at or in close proximity to the schools. Consistent with that construction, FTA shall interpret the definition of “school bus operations” to include service that a reasonable person would conclude was primarily designed to accommodate students and school personnel and only incidentally to serve the nonstudent general public.

FTA stresses that its intent with this final policy is not to overhaul its school bus operations regulatory scheme. Rather, in the context of *Rochester-Genesee Regional Transportation Authority*, FTA intends to provide its grantees a basis which will allow them to continue to provide the service that FTA historically has allowed through administrative adjudications, while simultaneously satisfying the statutory requirements.

FTA acknowledges that the 2008-2009 academic year has commenced. However, because FTA is not overhauling its regulatory scheme and is continuing to allow the type of tripper service that it historically has allowed, this final policy will not negatively impact transportation for the 2008-2009 academic year if grantees have been complying with FTA's historical interpretation of its school bus operations regulations.

FTA expects to issue expeditiously a notice of proposed rulemaking to provide clearer definitions of “tripper service” and “school bus operations,” as well as generally to update the existing school bus regulation.

## **B. Statutory and Regulatory Framework**

In 1973, Congress passed the Federal-Aid Highway Act, which requires FTA to provide financial assistance to a grantee under 49 U.S.C. Chapter 53 only if the grantee agrees “not to provide school bus transportation that exclusively transports students and school personnel in competition with a private school bus operator.”<sup>[13]</sup> Congress' intent in enacting this provision was to prevent unfair competition between Federally funded public transportation systems and private school bus operators.<sup>[14]</sup>

In 1976, the Urban Mass Transportation Administration, now FTA, codified regulations under [49 CFR part 605](#) which implemented the above statutory provision.<sup>[15]</sup> Under [49 CFR 605.14](#), FTA may not provide financial assistance to a grantee “unless the applicant and the Administrator shall have first entered into a written agreement that the applicant will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators.”<sup>[16]</sup> The regulation defines “school bus operations” as “transportation by bus exclusively for school students, personnel and equipment \* \* \* .”<sup>[17]</sup>

The regulation exempts “tripper service” from the prohibition against school bus operations.<sup>[18]</sup> “Tripper service” is “regularly scheduled mass transportation service which is open to the public, and which is designed or modified to accommodate the needs of school students and personnel, using various fare collections or subsidy systems.”<sup>[19]</sup>

## **II. Rochester-Genesee Regional Transportation Authority v. Hynes-Cherin [Back to Top](#)**

On January 24, 2008, the United States District Court for the Western District of New York issued a decision in *Rochester-Genesee Regional Transportation Authority* which set aside FTA's interpretation of its school bus operations regulations under [49 CFR part 605](#).<sup>[10]</sup> The Court allowed the Rochester-Genesee Regional Transportation Authority (RGRTA) to restructure its public transportation operation through the addition of 240 new express school bus routes proposed to serve the Rochester City School District (RCSD) and its students.<sup>[11]</sup>

In its decision, the Court narrowly interpreted the word “exclusively” in FTA's definition of “school bus operations” and found that, because a member of the general public could, hypothetically, board a bus along one of RGRTA's proposed new 240 express routes, RGRTA's service technically would not “exclusively” transport students.<sup>[12]</sup> The Court therefore concluded that RGRTA's proposed express bus service did not constitute impermissible school bus operations.<sup>[13]</sup>

Additionally, the Court broadly interpreted FTA's definition of “tripper service.”<sup>[14]</sup> The Court cited *United States ex rel. Lamers v. City of Green Bay* for the proposition that a grantee may “completely redesign its transit system to accommodate school children as long as all routes are accessible to the public and the public is kept informed of route changes.”<sup>[15]</sup>

FTA believes that, following the Court's narrow interpretation of “school bus operations” and its broad interpretation of “tripper service,” a grantee could conclude that it would be permitted to restructure its public transportation operation dramatically to accommodate the needs of a local school district and its students, thereby displacing private school bus operators and their employees, provided the grantee keeps the service technically open to the public.<sup>[16]</sup> FTA believes that such an interpretation would contradict FTA's final policy as set forth herein.

### **III. Previous FTA Policy [Back to Top](#)**

#### **A. Tripper Service**

Under its tripper service definition, FTA originally allowed grantees to accommodate students only with respect to “different fare collections and subsidy systems.” However, through administrative decisions over the years, FTA broadened its interpretation of its tripper service definition to allow grantees to make accommodations beyond subsidies and fare collection systems. Specifically, FTA has allowed its grantees to make minor modifications to its route paths and frequency of service. As FTA stated in one matter concerning the Erie Metropolitan Transit Authority:

Read narrowly, “modification of regularly scheduled mass transportation service to accommodate the needs of school students and personnel” means using different fare collections and subsidy systems. In practice, “modification of mass transportation service” has been broadened to include minor modifications in route or frequency of scheduling to accommodate the extra passengers that may be expected to use particular routes at particular times of day.<sup>[17]</sup>

For example, in *Travelways, Inc. v. Broome County Department of Transportation*, FTA stated that, “A familiar type of modification would be where the route deviates from its regular path

and makes a loop to a school returning back to the point of deviation to complete the path unaltered.”<sup>[18]</sup> FTA reaffirmed this particular interpretation of tripper service in its October 12, 2007, RGRTA determination by permitting RGRTA to operate four loop-like route extensions, each only several blocks in length, to accommodate the needs of school students.<sup>[19]</sup>

FTA has not, however, allowed a grantee such as RGRTA to restructure its public transportation operation solely to accommodate the needs of school students—such a modification would be a major modification. Thus, in its October 12, 2007 letter to RGRTA, FTA rejected RGRTA's proposed addition of 240 new routes because it would have constituted a major overhaul of RGRTA's public transportation system exclusively for the purpose of accommodating the needs of school students.<sup>[20]</sup>

In addition to minor modifications to route paths, FTA has allowed grantees to modify route schedules and the frequency of service. For example, in *Travelways*, FTA stated, “Other common modifications include operating the service only during school months, on school days, and during school and opening and closing periods.”<sup>[21]</sup>

Jurisprudence in United States courts has broadened the scope of FTA's tripper service definition to include essentially any modification. In *United States ex rel. Lamers v. City of Green Bay*, the Seventh Circuit stated, arguably in dicta, “[T]he City may completely redesign its transit system to accommodate school children as long as all routes are accessible to the public and the public is kept informed of route changes.”<sup>[22]</sup> Citing *Lamers*, the Court in *Rochester-Genesee Regional Transportation Authority* allowed RGRTA to restructure its public transportation system by adding 240 new routes to accommodate the needs of RCSD and its students.<sup>[23]</sup>

## **B. “Exclusive” School Bus Operations**

FTA has had little prior formal policy regarding “exclusive” school bus operations under [49 CFR part 605](#). In 1982, FTA attempted to clarify the meaning of “exclusive” school bus service through a rulemaking.<sup>[24]</sup> However, in 1990, FTA withdrew the rulemaking because it believed that the regulations were “functioning adequately.”<sup>[25]</sup>

In school bus adjudications, parties did not directly address the issue of “exclusive” school bus operations until *United Food and Commercial Workers District Union Local One v. Rochester-Genesee Regional Transportation Authority*.<sup>[26]</sup> In resolving that issue, FTA examined the Federal-Aid Highway Act of 1973, found the language of the Act's school bus provision ambiguous, and looked to the legislative history of Act for some guidance.

In an early version of the Federal-Aid Highway Act, Congress did not use the word “exclusively” in the school bus provision, but rather, focused the language of the Act on preventing unfair competition between Federally funded grantees and private school bus operators. That language is as follows:

[N]o financial assistance is to be provided to an applicant which engages, directly or indirectly in transporting school children and personnel to and from school and school authorized functions or which proposes to expand present routes, schedules, or facilities for that purpose *in competition*

*with or supplementary to service criteria provided by a private transportation company or other person so engaged in so transporting such children and personnel.*<sup>[27]</sup>

After the bill passed the House and the Senate, the conference modified the above provision in an effort to further protect private school bus operators from unfair competition with Federally funded grantees. The conferees used the following language:

[N]o federal financial assistance is to be provided under those provisions of law for the purchase of buses to any applicant who has not first entered into an agreement with the Secretary of Transportation that *the applicant will not engage in school bus operations in competition with private school bus operators.*<sup>[28]</sup>

As evinced by the above language, Congress intended to prevent unfair competition between Federally funded grantees and private school bus operators. Therefore, in *District Union Local One*, FTA concluded that it would defeat the purpose of the Federal-Aid Highway Act and eviscerate [49 U.S.C. 5323\(f\)](#) if it accepted a grantee's argument that its service was technically nonexclusive and open to the public, but where: (1) The grantee had designed the service specifically for students, without regard to demand from the nonstudent public; (2) the vast majority of passengers were students; and (3) as a result, the routes would displace the private school bus industry and its workers.<sup>[29]</sup> In efforts to prevent the unfair competition which Congress sought to prevent, FTA rejected RGRTA's arguments and prohibited RGRTA from providing its school bus service exclusively for school students. FTA utilized this same policy and analysis when it found non-compliant RGRTA's proposed service in its October 12, 2007 letter<sup>[30]</sup> and again in *Laidlaw Transit, Inc. v. Rochester-Genesee Regional Transportation Authority*.<sup>[31]</sup>

The Court in *Rochester-Genesee Regional Transportation Authority*, however, applied a narrower, more restrictive analysis when it interpreted the word “exclusively” in the context of “school bus operations.” Notwithstanding the fact that RGRTA designed its 240 express school bus routes exclusively for the benefit of RCSD and its students, without regard for demand from the nonstudent public, the Court held that, because a member of the general public hypothetically could board a bus along one of RGRTA's proposed 240 routes, RGRTA's proposed service was not “exclusive” and therefore technically did not constitute impermissible “school bus operations.”<sup>[32]</sup>

### **III. Response to Public Comments [Back to Top](#)**

As of August 6, 2008, approximately 510 parties commented on FTA's Notice of Proposed Policy Statement on FTA's School Bus Operations Regulations. At the closing date of the docket, June 18, 2008, approximately 157 parties commented on FTA's proposed policy statement. FTA subsequently considered all additional comments through August 6, 2008. The commenters represent a broad spectrum of stakeholders from geographic areas throughout the United States, and they provided comments on a wide variety of issues. Many commenters raised issues that are outside the scope of FTA's proposed policy statement, and FTA does not address those concerns in this final policy statement.

In this section, FTA responds to public comments by topic in the following order: (A) Policy Statement Generally; (B) “School Bus Operations”; (C) “Tripper Service”; (D) Unfair Competition; (E) Economic Issues; (F) Safety Issues; (G) Environmental Issues; (H) Congestion; (I) Rising Fuel Prices; (J) Local Issues; and (K) Alternative Policy Proposals and Amendments to [49 CFR part 605](#).

## **A. Policy Statement Generally**

Some commenters questioned whether FTA has the legal authority to issue this Final Policy Statement on FTA's School Bus Operations Regulations. These commenters questioned whether FTA should promulgate amended regulations rather than issue a policy statement.

*FTA Response:* FTA concludes that it is not required to promulgate amended regulations to implement this final policy because FTA is not changing the language of the regulatory text at [49 CFR part 605](#). FTA merely is clarifying its interpretation of that regulatory language, and FTA lawfully may accomplish this clarification through a policy statement. Furthermore, FTA is not altering the substance of its regulatory requirements under [49 CFR part 605](#); FTA merely is summarizing thirty-two years of its policy in one document, based on public comments and FTA's historical interpretation and enforcement of its school bus operations regulations. Indeed, many commenters applauded FTA's efforts to issue a policy statement to provide guidance in the context of *Rochester-Genesee Regional Transportation Authority*.

## **B. “School Bus Operations”**

Some commenters asserted that the word “*exclusively*,” as used in [49 U.S.C. 5323\(f\)](#) and in FTA's definition of “*school bus operations*” at [49 CFR 605.3](#), is not ambiguous and, therefore, FTA must implement a regulatory scheme that allows FTA's grantees to transport students and school personnel so long as the service is technically open to the public.

Additionally, some commenters asserted that FTA's use of a “*reasonable person*” standard in its interpretation of “*school bus operations*” is vague.

Finally, at least one commenter expressed concern regarding whether and to what extent, under FTA's proposed policy, a grantee may create a new route to serve a school—particularly in communities experiencing population growth and development.

*FTA Response:* FTA rejects the notion that [49 U.S.C. 5323\(f\)](#) is unambiguous. FTA believes that one may reasonably interpret the term “*exclusively*” in [49 U.S.C. 5323\(f\)](#) and [49 CFR 605.3](#) to prohibit service that essentially is exclusively for students and school personnel, even though the service technically may be open to the nonstudent public. The relevant language of the regulation prohibits service that is “*exclusively for*” students and school personnel. FTA consequently concludes that it is reasonable and proper to consider whether service is, in fact, “*for*” such riders. FTA also relies heavily on the subsequent qualifying language of [49 U.S.C. 5323\(f\)](#)—“in competition with a private schoolbus operator”—to justify this interpretation. To illustrate, if FTA permitted a grantee to provide school bus operations so long as the service is technically open to the public, then Congress's purpose of protecting private school bus operators would be

nullified. Such an interpretation would create a loophole in the statutory and regulatory scheme which would permit FTA's grantees to displace private school bus operators. Clearly, Congress did not intend this result, otherwise, Congress would not have passed this statutory provision. Accordingly, in this final policy statement, FTA relies on an interpretation of [49 U.S.C. 5323\(f\)](#) which reasonably ensures that FTA's grantees that transport school students are not providing school bus operations that are exclusive-in-fact.

With respect to the “*reasonable person*” standard, FTA points out that the standard has nearly a two hundred year history in the common law, and therefore, the standard is an acceptable standard in FTA's interpretation of its school bus operations regulations.<sup>[33]</sup> Courts have held that the reasonable person standard is an objective standard, and that a “*reasonable person*” is a person: (1) Of ordinary prudence, (2) who has knowledge of the law and is aware of its consequences, and (3) who exercises caution in similar circumstances.<sup>[34]</sup>

Finally, FTA does not intend to discourage grantees from creating new routes to serve new demand, so long as a reasonable person would conclude that the grantees designed the routes to serve some segment of the nonstudent general public. Therefore, in the final policy set forth below, FTA will interpret its definition of “*school bus operations*” to allow a grantee to create a new route to serve school students and personnel if a reasonable person would conclude that the grantee designed the route to serve some segment of the nonstudent general public.

### **C. “Tripper Service”**

With respect to FTA's interpretation of its “tripper service” definition at [49 CFR 605.3](#), some commenters requested clarification as to what constitutes a “*de minimus*” route deviation. Additionally, some commenters recommended that FTA should allow route deviations at multiple points along a route path—not just within the immediate vicinity of a school.

*FTA Response:* FTA intends a “*de minimus*” route deviation, as FTA uses the term in this final policy statement, to mean a route alteration that is truly minor. For example, historically, FTA has allowed its grantees to provide tripper service that deviates from an existing route path by several blocks.<sup>[35]</sup> FTA intends to identify definitively a specific threshold for determining whether an alteration is “*de minimus*” in its forthcoming notice of proposed rulemaking.

With respect to the locations of the route alterations, FTA stresses that it does not intend to significantly alter the type of service that it historically has allowed. In the past, FTA has allowed route alterations only within the immediate vicinities of schools, and FTA does not intend to break from that precedent in this final policy statement.

### **D. Unfair Competition**

Many commenters representing the interests of private school bus operators expressed support for FTA's proposed policy because the policy effectuates Congress's intent that Federally subsidized grantees do not displace private school bus operators. However, many commenters expressed concern that FTA's proposed policy would interfere with local transit agencies that transport students to school out of necessity, either because there are no private operators that

provide the service in the local area or that private operators charge an unreasonably high rate in exchange for its service.

*FTA Response:* In localities where no private operator exists or where a private operator charges an unreasonably high rate in exchange for service, FTA highlights an existing exemption for its school bus operations prohibition at [49 CFR 605.11](#)(b). Under this provision, FTA allows its grantees to provide school bus operations if, in the local area, a private school bus operator is “unable to provide adequate transportation, at a reasonable rate, and in conformance with applicable safety standards.”<sup>[36]</sup> FTA's final policy does not affect this exemption, and FTA suggests that interested parties apply to FTA for this exemption, if appropriate.

## **E. Economic Issues**

Some commenters expressed economic concerns with respect to FTA's proposed policy. These commenters questioned the propriety of FTA's proposed policy, considering that many school districts have limited financial resources and a variety of educational needs. Additionally, some commenters proffered that private school bus operators are more expensive than Federally subsidized public transportation.

*FTA Response:* Congress, by passing the statutory provision now codified at [49 U.S.C. 5323](#)(f), already has spoken to this issue and has decided that it is concerned with preventing unfair competition between Federally subsidized grantees and private school bus operators. Under [49 U.S.C. 5323](#)(f), FTA may provide financial assistance to a grantee only if the grantee agrees “not to provide schoolbus transportation that exclusively transports students and school personnel in competition with a private schoolbus operator.”<sup>[37]</sup> In its regulations, guidance, and this final policy statement, FTA intends to implement this statutory provision to effectuate Congress's intent to prevent unfair competition between Federally subsidized grantees and private school bus operators.

Moreover, some commenters suggested that taxpayers ultimately spend much more in tax dollars on public transit service for students rather than on private school bus operators.<sup>[38]</sup> For example, they estimate that the base cost of a transit bus is between \$300,000 and \$500,000, while they estimate that the base cost of a private school bus is between \$46,000 and \$68,000.<sup>[39]</sup> These commenters also claim that the maintenance cost per mile for a transit bus is approximately \$0.80 to \$1.00, while they claim that the maintenance cost per mile for a private school bus is \$0.34.<sup>[40]</sup> They therefore argue that, while a school district's direct payments to a federally subsidized public transit authority may be lower than payments to a private school bus operator, the total cost to the taxpayer may be much higher for federally subsidized transit service than for private school bus service. FTA lacks sufficient information to analyze this argument fully, but it will seek additional information and comment in connection with FTA's forthcoming notice of proposed rulemaking.

## **F. Safety Issues**

Many commenters expressed concern that FTA, through its proposed policy, would create a more hazardous environment for school students commuting to school. Specifically, these

commenters, with the notion that FTA intends to limit allowable service under its “tripper service” definition, suggest that FTA's proposed policy would result in more students walking, biking, and driving across busy roads while traveling to school. Some commenters raised a similar safety concern and believe that, with limitations on “tripper service,” FTA's proposed policy will result in less direct routes and increased transfers for students traveling to school. Consequently, these commenters write, FTA's proposed policy will cause school students to congregate at transfer points, which will lead to increased crime around these transfer points.

Many commenters also expressed concerns regarding the safety of private school buses. These commenters asserted that public buses are safer than private buses. Alternatively, many commenters asserted that private buses, which are subject to stringent safety standards imposed by the National Highway Traffic Safety Administration (NHTSA), are safer than public buses. For example, these commenters noted that NHTSA requires school buses to be equipped with warning lights, additional mirrors for drivers, “stop arms,” and rollover protection. Additionally, these commenters assert, that on public buses, school students may be exposed to any number of unknown influences, such as pedophiles and child molesters.

*FTA Response:* Congress, by passing the statutory provision now codified at [49 U.S.C. 5323\(f\)](#), already has spoken to this issue and has decided that it is concerned with preventing unfair competition between Federally subsidized grantees and private school bus operators. Under [49 U.S.C. 5323\(f\)](#), FTA may provide financial assistance to a grantee only if the grantee agrees “not to provide schoolbus transportation that exclusively transports students and school personnel in competition with a private schoolbus operator.”<sup>[41]</sup> In its regulations, guidance, and this final policy statement, FTA intends to implement this statutory provision to effectuate Congress's intent to prevent unfair competition between Federally subsidized grantees and private school bus operators.

Moreover, some commenters misconstrued FTA's intent. FTA did not propose to eliminate transit service that historically has qualified as tripper service. Therefore, FTA believes that its final policy will not result in the above-mentioned increased safety hazards.

With respect to the safety of public buses versus private buses, FTA recognizes that, most notably, private school buses are subject to stringent safety standards promulgated by NHTSA.<sup>[42]</sup> For example, NHTSA imposes on school bus manufacturers restrictions regarding rear view mirrors, safety lights, “stop signal arms,” rollover protection, body joint strength, passenger seating, and crash protection.<sup>[43]</sup> Accordingly, FTA does not believe that private school buses afford an inherently unsafe means of school transportation.

## **G. Environmental Issues**

Many commenters asserted that FTA's proposal would result in the elimination of numerous transit routes. These commenters asserted that, with fewer transit routes available to students, more students would drive vehicles to school. The affect, these commenters argued, would be greater harm to the environment.

Some commenters also argued that public buses are more fuel-efficient than private buses. Alternatively, many commenters asserted that private buses are more fuel-efficient than public buses. One commenter provided evidence that the average fuel miles per gallon for transit buses is 4.5, while the average fuel miles per gallon for private school buses is 6.5.<sup>[44]</sup> Scores of commenters asserted that private school bus service is approximately 40% more fuel-efficient than public bus service.<sup>[45]</sup>

*FTA Response:* Congress, by passing the statutory provision now codified at [49 U.S.C. 5323\(f\)](#), already has spoken to this issue and has decided that it is concerned with preventing unfair competition between Federally subsidized grantees and private school bus operators. Under [49 U.S.C. 5323\(f\)](#), FTA may provide financial assistance to a grantee only if the grantee agrees “not to provide schoolbus transportation that exclusively transports students and school personnel in competition with a private schoolbus operator.”<sup>[46]</sup> In its regulations, guidance, and this final policy statement, FTA intends to implement this statutory provision to effectuate Congress's intent to prevent unfair competition between Federally subsidized grantees and private school bus operators. Moreover, these concerns are based on the misperception that FTA's proposed policy would prohibit tripper service that FTA historically has permitted.

In response to specific concerns regarding environmental harm and fuel-efficiency concerns, FTA concludes that there is no reliable method to determine the effect of its school bus operations policy on the environment. There are numerous factors that will vary from locality to locality, such as, (1) the number of additional vehicles utilized as a direct result of FTA's school bus operations policy, (2) the fuel emissions of those vehicles, and (3) the manufacturing date of those vehicles. FTA notes that no commenter provided evidence that FTA's proposed policy would result in greater harm to the environment.

FTA does not anticipate that its school bus operations policy will have a significant environmental impact, and, thus, FTA does not believe that this final policy requires additional approvals under the National Environmental Policy Act.<sup>[47]</sup>

## **H. Congestion**

Many commenters asserted that FTA proposes to eliminate numerous transit routes. These commenters alleged that, with less transit routes available to students, more students would drive vehicles to school. The effect, these commenters argued, would be increased congestion.

*FTA Response:* Congress, by passing the statutory provision now codified at [49 U.S.C. 5323\(f\)](#), already has spoken to this issue and has decided that it is concerned with preventing unfair competition between Federally subsidized grantees and private school bus operators. Under [49 U.S.C. 5323\(f\)](#), FTA may provide financial assistance to a grantee only if the grantee agrees “not to provide schoolbus transportation that exclusively transports students and school personnel in competition with a private schoolbus operator.”<sup>[48]</sup> In its regulations, guidance, and this final policy statement, FTA intends to implement this statutory provision to effectuate Congress's intent to prevent unfair competition between Federally subsidized grantees and private school bus operators.

Moreover, these concerns are based on the misunderstanding that FTA's proposed policy would prohibit tripper service that FTA historically has permitted. In this final policy statement, FTA does not propose to alter its historical interpretation of “tripper service” fundamentally, and therefore, FTA does not believe that its final policy will affect congestion.

## **I. Rising Fuel Prices**

Some commenters expressed concern about rising fuel prices and the effect these prices will have on school transportation.

*FTA Response:* Congress, by passing the statutory provision now codified at [49 U.S.C. 5323\(f\)](#), already has spoken to this issue and has decided that it is concerned with preventing unfair competition between Federally subsidized grantees and private school bus operators. Under [49 U.S.C. 5323\(f\)](#), FTA may provide financial assistance to a grantee only if the grantee agrees “not to provide schoolbus transportation that exclusively transports students and school personnel in competition with a private schoolbus operator.”<sup>1491</sup> In its regulations, guidance, and this final policy statement, FTA intends to implement this statutory provision to effectuate Congress's intent to prevent unfair competition between Federally subsidized grantees and private school bus operators.

Moreover, these commenters did not specify how rising fuel prices should affect FTA's final policy. Notably, rising fuel prices affect both public transit authorities and private school bus operators in any given locality, therefore, FTA estimates that rising fuel prices should affect school districts in a similar manner, regardless of the type of service that they use to transport students. Without a more particularized concern from these commentators, it is difficult for FTA to speculate how rising fuel prices should impact and factor into FTA's final policy.

## **J. Local Issues**

Approximately 141 of the 510 commenters represent the Oakland, California area, and these commenters expressed concerns that FTA proposed to eliminate transit service in that region. Approximately 27 commenters from Washington State expressed similar concerns.

*FTA Response:* These comments are unfounded: FTA did not propose to eliminate any particular transit service through its proposed policy statement, and FTA does not propose to eliminate any particular transit service through this final policy statement. Moreover, FTA's final policy does not prohibit transportation that historically has qualified as tripper service. Therefore, so long as public transit authorities in these areas are complying with FTA's historical interpretation of its school bus operations regulations, FTA's final policy should not interfere with the transportation that these public transit authorities provide.

## **K. Alternative Policy Proposals and Amendments to [49 CFR Part 605](#)**

Some commenters offered alternative policy proposals, including amendments to [49 CFR part 605](#), for FTA's consideration. Specifically, some commenters proposed that FTA require an

annual period of open bidding on school transportation, with bid submissions from interested parties received in April and FTA selections, based on quality and cost, in May.

Some commenters also proposed additional exemptions under [49 CFR part 605](#), such as exemptions for: (1) Areas with populations of less than 200,000 persons; (2) transit agencies that operate in communities without school district transportation subsidies; (3) grantees that provide service to school districts that operate some service with their own private fleets; and (4) routes serving secondary schools.

Lastly, some commenters suggested that FTA utilize a negotiated rulemaking proceeding to formulate its forthcoming proposed rule.

*FTA Response:* With respect to the open bidding proposal, FTA believes that such a proposal amounts to a new regulatory scheme, which FTA cannot appropriately adopt through a policy statement. The proposal would require an amendment to FTA's school bus operations regulations, not its interpretation of those regulations, and FTA would have to adopt such a scheme through a rulemaking.

With respect to the proposed exemptions, FTA believes that, if adopted, these proposals would constitute substantive changes to the text of FTA's school bus operations regulations. FTA already lists a series of allowable exemptions at [49 CFR 605.11](#). Thus, FTA believes that it cannot appropriately consider these exemptions within the rubric of this final policy statement.

Finally, FTA believes that the comments suggesting a negotiated rulemaking fall outside the scope of this policy statement. FTA will appropriately address any comments regarding a notice of proposed rulemaking in that forum.

## **IV. Final FTA Policy [Back to Top](#)**

### **A. Purpose of Final FTA Policy**

In the final policy set forth below, FTA clarifies its guidance regarding FTA's interpretation of its school bus operations regulations under [49 CFR part 605](#) in light of the Court's decision in *Rochester-Genesee Regional Transportation Authority*. FTA respects the Court's decision in the Western District of New York. However, FTA finds that the Court's decision is problematic because, if applied elsewhere in the United States, it could obstruct FTA's ability to execute and implement Congress's school bus prohibition and Congress's express intent regarding that prohibition. Therefore, FTA issues this final policy statement to clarify the status of FTA's guidance regarding its interpretation of its school bus operations regulations under [49 CFR part 605](#), and to resolve, for jurisdictions outside of the Western District of New York, conflicting issues between FTA's school bus operations policy and the Court's decision in *Rochester-Genesee Regional Transportation Authority*.

Additionally, FTA intends to issue expeditiously a notice of proposed rulemaking to provide clearer definitions of “tripper service” and “school bus operations,” as well as generally to update the existing school bus regulation.

## **B. Tripper Service**

With respect to a grantee's regularly scheduled public transportation service, FTA shall interpret the definition of “tripper service” under [49 CFR 605.3\(b\)](#), as it historically has interpreted that definition, to allow a grantee to (1) utilize “various fare collections or subsidy systems,” (2) modify the frequency of service, and (3) make de minimis route alterations from route paths in the immediate vicinity of schools to stops located at or in close proximity to the schools. For example, a grantee may provide more frequent service on an existing route to accommodate increased student ridership before and after school. Furthermore, a grantee may alter route paths to accommodate the needs of school students by making de minimis route alterations from route paths to drop off and pick up students at stops located on school grounds or in close proximity to the schools.

FTA believes that this policy regarding its interpretation of the definition of “tripper service” is consistent with both the statutory language and the language of [49 CFR 605.3\(b\)](#). This policy permits only the type of design or modification accommodations that FTA historically has allowed and does not represent a departure from FTA's prior guidance on this matter.

## **C. “Exclusive” School Bus Operations**

To effectuate the intent of Congress when it enacted its school bus operations prohibition now codified at [49 U.S.C. 5323\(f\)](#), FTA shall interpret the term “exclusively” in the definition of “school bus operations” under [49 CFR 605.3\(b\)](#) to encompass any service that a reasonable person would conclude was primarily designed to accommodate students and school personnel, and only incidentally to serve the nonstudent general public. Additionally, grantees may create new routes to serve school students and personnel if a reasonable person would conclude that the grantees designed the routes to serve some segment of the nonstudent general public.

FTA believes that maintaining this interpretation of “exclusively” is consistent with the legislative history on the issue and would allow FTA effectively to implement the express intent of Congress, which is to prevent unfair competition between Federally funded grantees and private school bus operators. This policy does not represent a departure from FTA's prior guidance on this matter, and is merely intended to provide FTA with additional flexibility when interpreting [49 U.S.C. 5323\(f\)](#) and [49 CFR 605.3\(b\)](#) and effectuating the intent of Congress.

Issued in Washington, DC on this 11th day of September 2008.

James S. Simpson,

Administrator.

[FR Doc. [E8-21601](#) Filed 9-15-08; 8:45 am]

BILLING CODE 4910-57-P

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1. [73 FR 28,790](#) (May 19, 2008).

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2. 531 F.Supp.2d 494, 507 (W.D.N.Y. 2008) (setting aside FTA's interpretation of its school bus operations regulations under [49 CFR part 605](#)).

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3. Federal Aid Highway Act of 1973, Pub. L. No. 93-87, 164(b), 87 Stat. 250, 281-82 (1973) (codified as amended at [49 U.S.C. 5323\(f\)](#) (2006)).

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4. *Chicago Transit Auth. v. Adams*, 607 F.2d 1284, 1292-93 (7th Cir. 1979) (citing H.R. Rep. No. 93-410, at 87 (1973) (Conf. Rep.); S. Rep. No. 93-355, at 87 (1973) (Conf. Rep.)).

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5. *See* Codification of Charter Bus Operations Regulations, 41 FR 14,122 (Apr. 1, 1976).

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6. [49 CFR 605.14](#) (2007).

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7. [49 CFR 605.3\(b\)](#).

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8. [49 CFR 605.13](#).

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9. [49 CFR 605.3\(b\)](#).

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10. *Rochester-Genesee Reg'l Transp. Auth.*, 531 F.Supp.2d at 507.

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11. *Id.* at 507-16.

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12. *Id.* at 507-09.

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13. *Id.*

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14. *Id.* at 512.

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15. *Id.* at 512 (citing *United States ex rel. Lamers v. City of Green Bay*, 168 F.3d 1013, 1019 (7th Cir. 1999)).

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16. *Id.* at 509-16.

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17. *See In re Erie Metropolitan Transit Authority* 1, 4 (1989).

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18. *Travelways, Inc. v. Broome County Dep't of Transp.* 1, 7 (1985) (allowing a grantee to run a busto a point and express to a school from that point if the grantee ran a second bus along the regular route path from the point at which the first bus expressed to the school).

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19. Letter from Federal Transit Administration to Rochester-Genesee Regional Transportation Authority at 6 (Oct. 12, 2007).

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20. *Id.* at 2-6.

[Back to Context](#)

21. *Travelways* at 7.

[Back to Context](#)

22. *United States ex rel. Lamers v. City of Green Bay*, 168 F.3d 1013, 1019 (7th Cir. 1999).

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23. *Rochester-Genesee Reg'l Transp. Auth.*, 531 F.Supp.2d at 512-13.

[Back to Context](#)

24. Advance Notice of Proposed Rulemaking, 47 FR 44,795, 44,803-04 (Oct. 12, 1982).

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25. Notice of Proposed Rulemaking: Withdrawal, 55 FR 334 (Jan. 4, 1990).

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26. FTA School Bus Docket Number 2006-02 1 (2007).

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27. S. Rep. No. 93-355, at 86 (1973) (emphasis added).

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28. S. Rep. No. 93-355, at 87 (emphasis added).

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29. *District Union Local One*, FTA School Bus Docket Number 2006-02 at 10-11 (holding the Rochester-Genesee Regional Transportation Authority's (RGRTA) school bus service was designed and modified "exclusively" for the Rochester City School District and its students because students constituted a significant proportion of passengers on the school bus routes and RGRTA designed the routes without regard to demand from the nonstudent public).

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30. See Letter from Federal Transit Administration to Rochester-Genesee Regional Transportation Authority at 3-4 (Oct. 12, 2007).

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31. See *Laidlaw Transit, Inc. v. Rochester-Genesee Reg'l Transp. Auth.*, FTA School Bus Docket Number 2007-01 1, 4 (2007).

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32. *Rochester-Genesee Reg'l Transp. Auth.*, 531 F.Supp.2d at 507-09.

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33. *See* *Vaughan v. Menlove*, (1837) 132 Eng. Rep. 490, and its progeny.

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34. *See* William L. Prosser W. Page Keeton, *Prosser and Keeton on Torts* 173-93 (5th ed. 1984).

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35. *See, e.g., Travelways, Inc.* at 7; Letter from Federal Transit Administration to Rochester-Genesee Regional Transportation Authority, *supra* note 20, at 6.

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36. [49 CFR 605.11\(b\)](#).

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37. [49 U.S.C. 5323\(f\)](#).

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38. *See* Comment Number FTA-2008-0015-0184.1 (June 19, 2008).

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39. *Id.* (noting that the useful life of a transit bus is approximately 12 to 15 years, while the useful life of a private school bus is comparable—approximately 12 years).

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40. *Id.*

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41. [49 U.S.C. 5323\(f\)](#).

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42. *See, e.g.,* Federal Motor Vehicle Safety Standards, [49 CFR Part 571](#) (2007).

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43. [49 CFR Part 571](#).

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44. *See* Comment Number FTA-2008-0015-0184.1 (June 19, 2008).

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45. *See, e.g.*, Comment Number FTA-2008-0015-0242.1 (July 25, 2008).

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46. [49 U.S.C. 5323\(f\)](#).

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47. *See* [23 CFR 771.117\(c\)\(20\)](#) (2008).Show citation box

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48. [49 U.S.C. 5323\(f\)](#).

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49.

[49 U.S.C. 5323\(f\)](#). [Back to Context](#)

## Appendix E2 2013-14 After-School Program Description

After-School services connect students with activity programs and religious education institutions in Westport. Three routes operate between area elementary, middle and high schools to places such as the YMCA, Westport Public Library (Jesup Green), temples, synagogues and churches. See Figure 1-2 for a map of after-school routes.

### After-School Service Descriptions

Route paths for Westport After-School routes are described in this section.

- **After-School Route 1** operates via North Avenue, Coleytown Road, North Avenue, Long Lots Road, Morningside Drive, Post Road East, Maple Avenue North, Hyde Lane, Long Lots Road, Turkey Hill Road, Long Lots Road, North Avenue, Coleytown Road, Lyons Plains Road, Weston Road, Main Street and Jesup Road.
- **After-School Route 2** runs on Sylvan Road, Post Road, Main Street, Easton Road, North Avenue, Coleytown Road, North Avenue, Long Lots Road, Turkey Hill Road, Long Lots Road, Post Road East, Hillspoint Road, Post Road East, Myrtle Avenue, Church Lane, Post Road East and Jesup Road.
- **After-School Route 3** runs on North Avenue, Long Lots Road, Morningside Drive, Post Road East, Maple Avenue North, Hyde Lane, Maple Avenue North, Post Road East, Hillspoint Road, Post Road East, Myrtle Avenue, Church Lane, Post Road East and Jesup Road.

The route path of After-School Route 2 was changed beginning in the 2013-2014 school year to serve EarthPlace. Figure 1-3 shows the updated After-School map, including the updated After-School Route 2. As the data presented in this section is from FY 2013, the data does not reflect the new routing.

### After-School Service Details

After-School routes each operate one afternoon trip between Westport schools and afternoon programs. See Table 1-13 for service details.

**Table 0-1: Westport After-School Route Service Details, FY 2013**

Route	Span		Number of Trips		Frequency (Minutes)		Route Length (miles)
	AM	PM	AM	PM	AM	PM	
After-School 1	n/a	2:50PM-4:16PM	0	1	n/a	1 trip	23.4
After-School 2	n/a	3:05PM-4:05PM	0	1	n/a	1 trip	11.9
After-School 3	n/a	2:40PM-3:43PM	0	1	n/a	1 trip	9.1

Source: NTD Schedules and Daily Schedule Effective November 2012

Figure 0-1: After-School Routes, FY 2013 and Before

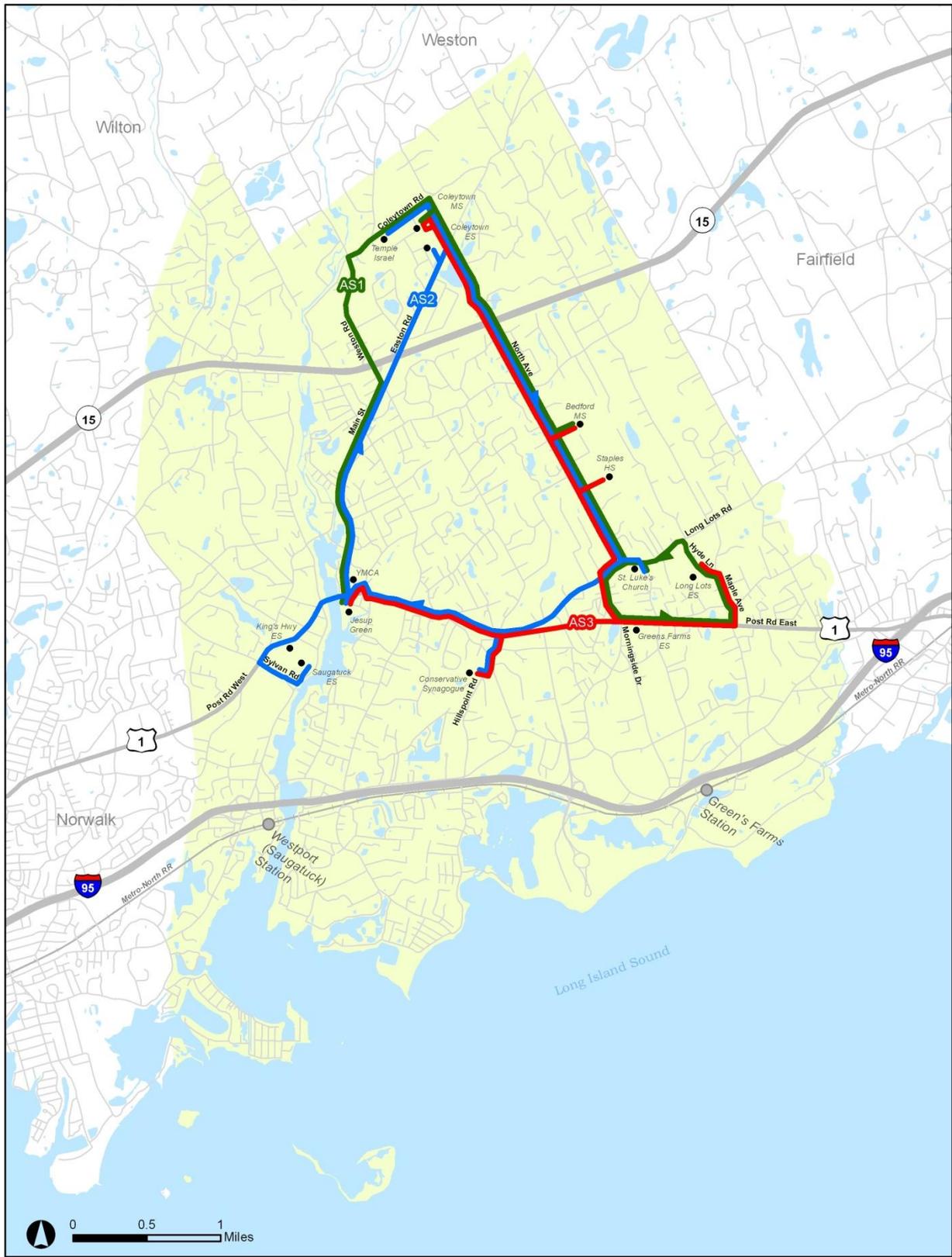
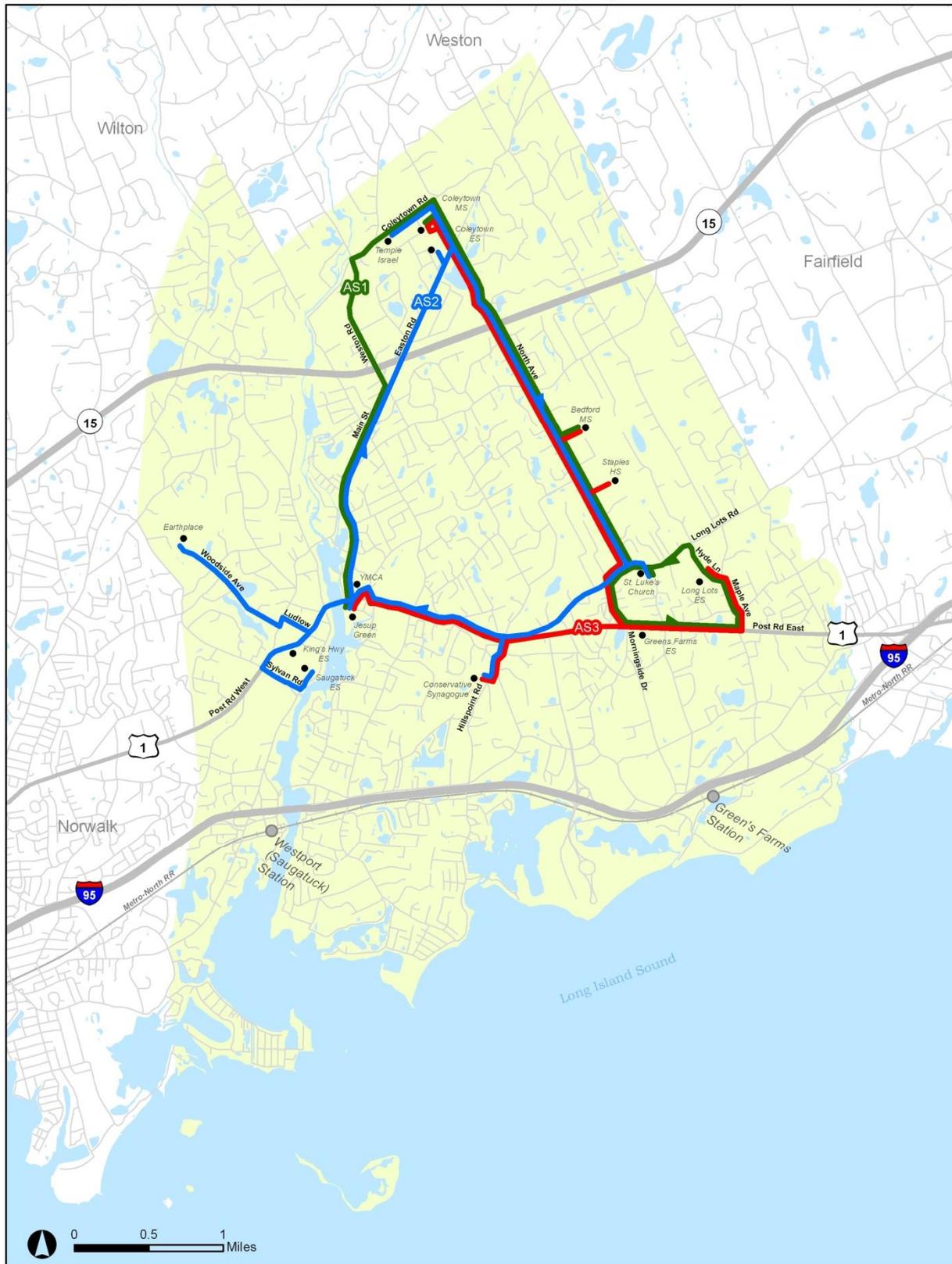


Figure 0-2: After-School Routes, Beginning FY 2014



## After-School Fare Policy

Fares for Westport After-School route services can be paid with a variety of fare media, cash, token or fare card, just as with the Commuter Routes. Discounted fares are offered for those purchasing packs of tokens or a 10-ride fare card. There are no reduced cash fares for children or youth. WTD After-School fares can be found in Table 1-14.

**Table 0-2: Westport After-School Fares 2013**

Fare Type	Cost	Cost per Trip
Cash- Full Fare	\$1.50	\$1.50
10 Token Pack	\$13.50	\$1.35
20 Token Pack	\$27.00	\$1.35
40 Token Pack	\$54.00	\$1.35
10 Ride Fare Card	\$13.50	\$1.35

Source: NTD date

## After-School Ridership

Ridership on After-School routes has declined since FY 2008, with ridership losses in all years except for a slight increase in riders between FY 2009 and FY 2010. Overall, there was a decrease of about 41 percent of ridership between FY 2008 and FY 2013. Ridership on After-School routes dropped most significantly between FY 2009 and FY 2010 and between FY 2012 and FY 2013. Some of the ridership decline in FY 2013 can be attributed to school closures resulting from Hurricane Sandy. See Table 1-15 for After-School ridership.

**Table 0-3: Westport After-School Annual Ridership**

Route/Service	Ridership					
	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
After-School Service	7,297	7,141	5,854	5,909	5,665	4,285
<b>Percent Change</b>	<i>n/a</i>	<b>-2.1%</b>	<b>-18.0%</b>	<b>0.9%</b>	<b>-4.1%</b>	<b>-24.4%</b>

Source: NTD Westport Services Ridership Statistics, FY '07 to FY '13

## After-School Revenue Service Hours and Miles

Table 1-16 shows the annual revenue hours and miles operated for WTD After-School routes. Revenue hours and miles show the number of hours and miles operated while a route is in revenue service. The figures do not include deadhead hours and miles, which are those that are operated when the bus is not operating revenue service.

**Table 0-4: Annual Revenue Hours and Miles by After-School Route, FY 2013**

Route/Service	Revenue Hours	Revenue Miles
After-School 1	252	4,118

After-School 2	176	2,094
After-School 3	185	1,707

Source: Westport Service Run Times, Fixed Route Revenue Hours and Fixed Route Revenue Miles, July 2012

After-School Routes 1 had the greatest number of revenue hours and miles. After-School Route 2 operated the fewest revenue hours annually and After-School Route 3 operated the fewest number of revenue miles.

### After-School Operating Expenses

Table 1-17 provides the annual operating expense of each Westport After-School route. Operating expenses by route were calculated using a FY 2013 unit cost per revenue hour of service of \$94.93 for the Westport services. The unit cost per hour was multiplied by the number of revenue hours for each route to get the operating expense. Of the three After-School routes, Route 1 had the highest cost, while Routes 2 and 3 had lower annual costs.

**Table 0-5: Estimated Operating Expenses by Fixed Route, FY 2013**

Route/Service	Operating Expenses
After-School 1	\$23,892
After-School 2	\$16,708
After-School 3	\$17,543

Note: A unit cost per hour for fixed route service of \$94.93 was derived from FY 2013 Westport fixed route costs and revenue hours.  
Source: Fixed Route Revenue Hours, July 2012 and NTD Westport Service Budget, FY 2013

### After-School Farebox Revenue

Passenger fares were not reported separately for After-School routes. Farebox revenue was reported for all WTD fixed routes, including Commuter and After-School services. For Westport fixed route farebox revenue, see Section 1.3.7 of the report.

### After-School Service Indicators

Service indicators measure productivity, specifically how much a service is used relative to the amount of service provided. Two service indicators were looked at to evaluate After-School service productivity: passengers per revenue hour and passengers per revenue mile. Since After-School ridership was not reported by route, these indicators were calculated for the three routes together.

#### *Passengers per Hour and Passengers per Mile*

After-School services were compared to the fixed route total to understand how After-School Routes were utilized relative to all WTD fixed routes. After-School service showed about average productivity when compared to the fixed route average productivity (Commuter and After-School). See Table 1-18 for passengers per hour and passengers per mile.

**Table 0-6: Fixed Route Service Indicators FY2013**

Route/Service	Ridership	Annual Revenue Hours	Annual Revenue Miles	Passengers per Hour	Passengers per Mile
After-School	4,285	613	7,919	7.0	0.5
Fixed Route Total	63,838	9,382	125,069	6.8	0.5

Source: NTD Westport Services Ridership Statistics, FY 2013 and Daily Vehicle Miles and Hours, FY 2013

### After-School Financial Indicators

Financial indicators measure efficiency, showing the expenses required to provide a unit of service or a passenger trip. Two financial indicators were used to evaluate After-School service efficiency on an annual basis: operating cost per revenue mile and operating cost per passenger. See Table 1-19 for financial indicators. Since operating costs for After-School services were calculated using a unit cost, all routes are based on a \$94.93 cost per hour.

**Table 0-7: Fixed Route Financial Indicators**

Route/Service	Operating Expenses	Annual Revenue Miles	Ridership	Cost per Mile	Cost per Passenger
After-School	\$58,143	7,919	4,285	\$7.34	\$13.57
Fixed Route Total	\$851,804	125,069	63,838	\$6.81	\$13.34

Source: NTD Westport Services Ridership Statistics, FY 2013, Daily Vehicle Miles and Hours, FY 2013, and NTD Westport Service Budget, FY 2013

After-School services were slightly less cost-effective than the fixed route average in cost per passenger and cost per mile.

### After-School Revenue Indicators

Farebox recovery is commonly used as an indicator of the effectiveness of fare policy in recovering a portion of the operating cost. Specifically, it shows the percentage of costs that are covered by passenger fares. Farebox recovery is tied to the ridership productivity but, also, to WTD's fare policy and revenue recovery expectations. After-School service farebox recovery could not be calculated since farebox revenues were not reported separately for Westport fixed route services, Commuter and After-School. For Westport fixed route farebox recovery, please see Section 1.3.10 of this report.

### **Appendix E3: After school busing alternative development and result**

In the spring of 2015 the Town of Westport did seek an alternative service provider that would be funded by the after school programs, parents or a combination of both. Working with the Westport Board of Education (BOE) the Town piggy backed onto a 5 year School Bus Transportation RFP and added the after school routes as an "optional extra" that transportation providers could bid on as part of the total bid or separately. One Company did provide an optional bid just for the after school routes, a company that specializes in transportation for private schools, after school transportation and "specials". The after school programs met with the provider and after negotiation decided that this company's lowest bid was still too expensive for them to engage.

After June 2015 after school bus service is not provided. There is no longer afterschool bus service. One after school program, Earthplace, has a van that they use for their program. Other after-school programs worked with the BOE to identify as many regular school bus routes as possible from the schools that ran by the drop their locations. Where there is available capacity and proximity to the programs some students are using regular BOE routes. Where BOE routes are not available, parents have to make their own arrangements.

## Appendix F      Public outreach

## **Public Outreach**

### **Introduction**

Public outreach and input was an integral component of the study. Over the course of the study, there were two open houses, a meeting with community stakeholders, and several “drop-in” discussions with transit users at the two Metro-North commuter rail stations in Westport. Issues identified by the public helped to form the basis for recommendations presented in later sections of the report.

This section describes the purpose of each public outreach session and provides a list of the feedback received.

### **Open House #1**

The first public open house of the Westport Bus Operations and Needs Study was held June 12, 2013 at the Westport Town Hall. The open house was held from 7:30-9:30PM, with a brief presentation provided at 8:00PM. The meeting was televised on local community television.

The intent of the first public open house was to inform the public of the study activities, purpose, and timeline and to solicit early feedback concerning transit service in Westport. Comments were taken from the attendees regarding how well current transportation services meet the needs of the community and recommendations for improvement to existing services.

Thirty-six members of the community attended the meeting, included representatives from the Westport Transit District (WTD), Citizens Transportation Committee (CTC), and Norwalk Transit District (NTD).

See Appendix A for supporting materials for Open House #1, including a press release, meeting flyer and attendee questionnaire.



Open House #1

## **Open Discussion and Comments**

### *General Study Comments*

- This study overlaps with another study being conducted by DT 2020. The study team should consult with this other study when planning for recommendations.
- Critical issues include providing transportation services for employees, especially those that do not have cars.
- The Citizens Transportation Committee (CTC) is pleased to have participated in the first Technical Advisory Committee meeting for the study on May 31, 2013. The committee is looking forward to assisting with the study.
- There was another positive comment that this study was underway and many are looking forward to the results.
- There is a need to capitalize on the willingness of younger people to take transit.
- There was a question regarding the actual awareness of the transit services that exist in Westport.
- There are infrequent riders who use the system. The 280 riders per day are not the same riders every day.
- It is important to consider not just current transit needs, but future transit needs.
- The study should consider incentives for taking the bus, or disincentives for parking at rail stations and downtown.

- The study should review the general governance (and possible recommendations) for the Westport Transit District.
- The WTD annual budget of approximately \$1 Million is a miscellaneous item for the town. Citizens should not have to argue for its existence each budget cycle.
- This study outreach process should engage the business community and identify potential corporate partners. Private corporate buses are bad for overall transit services.

#### *Specific Service / Needs Comments*

- There is a need to better serve some of the condominium complexes in town. There are a number of elderly residents residing in these complexes.
- The study team should conduct outreach at the senior center.
- There is a need for bus services to Weston. It may be helpful to review GBTA and NTD services.
- To get more students riding transit, it would be helpful if there were parking restrictions at the high school. Is this something that can be discussed with the Board of Education?
- There is a need for after school buses to Earthplace. Earthplace should be a destination at other times as well.
- The library should be a destination on a number of bus routes.
- There is a need for bus service on Saturday.
- It may make sense to try to serve the Westport Soccer Program. They have a consistent schedule and the service could dovetail with the afterschool programs.
- Do not forget to consider the needs of the employees who take the train to Westport to work at jobs in Westport. These shuttles are vital to many.
- There is a need for more buses leaving from Greens Farms Rail station in the evening.
- Two routes after-school should cross over Route 1 to serve dense housing areas along Maple Avenue and Morningside Drive.
- There is a need for bus shelters.

#### *Written Comments Describing Recommended Changes to WTD Services*

- Incentives for more riders, later service, daytime service, more downtown access.
- Weekend service and shuttle to Campo Beach.
- Marketing: Signs along the routes so people know where they are. Education about how to pay and use the bus system – that it's a hailing system and there are no bus stops. Easy to use bus route card for wallet or purse.
- Service to senior center on Saturday.
- Public door-to-door service for wheel chair bound dialysis patients even though they live on a hill.
- More buses downtown. I live there.
- Include some private roads in scheduled service.
- Additional routes. Additional / later shuttle service in evening. Consistent drivers on same routes to / from.

- Look to expanded routes to service community – library, YMCA, downtown employees' needs.
- More buses for seniors and school children.
- Do not decrease!
- After school sports bus service: 5-6 PM.

## **Stakeholder Outreach Meetings**

Stakeholder meetings were held with several interest groups to gather input on the Westport Bus Operations and Needs Study. The study team met with representatives from Citizens Transportation Committee (CTC), senior services and Door-to-Door service users, schools and After-School service users, and downtown merchants. The objective of the meetings was to meet with smaller, stakeholder groups, each with a particular interest and perspective on transportation needs and opportunities in the town.

### *Citizens Transit Committee (CTC) Discussion and Comments*

- There needs to be an objective and truthful interpretation of the study and data (e.g. defining ridership).
- There were questions and comments on funding for specific services such as the Coastal Link and Dial-A-Ride services.
- It is important for this study to cite qualitative, not just quantitative, benefits of the bus service.
- There are other uses for the Westport Transit District buses that go beyond their scope of services, such as storm evacuations and rail emergencies.
- It was suggested to revise the town's two eastern commuter routes (to/from Greens Farms Station) to pick up at the two large condo complexes in town.
- It was suggested to revise the towns two eastern commuter routes (to/from Greens Farms Station) to make a stop at Greens Farms Academy. It was later noted that this is not feasible because of the extremely short walking distance to the school as well as the traffic congestion at the school entrance.
- There is service to Imperial Avenue, which is not shown on the maps.
- Westport Transit District has suffered from having no marketing budget in recent years. Ridership numbers have likely not risen because of this.
- There is a need to assess the price that free downtown parking has on the overall transit ridership.
- The service could be made much more effective if the supporters, such as CTC, could concentrate on attracting riders, rather than spending all resources fighting to remain in the Town budget.
- Baron South will be turned into a Senior Center – Consider including this into future transit routes.
- YMCA will be moving by November 2014 – Consider adding this to future transit routes.

- The focus of Westport Transit District should be on servicing existing routes.
- Evening commuter shuttles should run later into the night.
- Service should be expanded to include special events, such as LobsterFest at Compo Beach.
- Westport Transit District should be integrated into a Town Department, rather than being a miscellaneous item in the Town Budget.

*After School Open Discussion and Comments*

- This service is valuable to students and families.
- The trips from the middle schools to the library and other places downtown can take up to an hour. Is there any way to shorten these trips by adjusting the routes?
- There was discussion on ways to market the service to students (e.g. Free Fridays, discounts on downtown shopping, etc.)
- It is best to market the service to middle school students who are most likely to use and benefit from it.
- Should consider providing a "school loop" in the summer that serves the beaches, downtown, YMCA, etc.
- EarthPlace would like to be added to the after school shuttle routes.
- YMCA would like more buses with staffers to help sign in children under 12.
- Expanded and continual marketing and coordination between WTD and local PTA is critical to parents' awareness of services.

*Door-to-Door and Senior Discussion and Comments*

- Very few seniors without a disability use Door-to-Door services
- Perception exists that service is only for seniors despite likely ADA eligibility of most users
- Coastal Link ADA service is the responsibility of the operators (Norwalk Transit District, Milford Transit District, Greater Bridgeport Transit), not WTD.
- Westport doesn't have a senior center; there is demand for travel east to Fairfield.
- Norwalk Hospital is a significant destination for Town-to-Town trips
- Seniors represent an important market within Westport and the region.
- Hours of service are acceptable but Saturday service is desired.
- Some seniors would welcome fixed route services for easier mobility, i.e., without advance reservations.
- Users traveling for medical procedures face challenge of unpredictable return times.
- Most seniors who use the services in town do not drive.
- Drivers are viewed favorably.
- Eligibility certification is too time-consuming.
- Improved senior mobility keeps seniors in town and keeps them engaged in the community.

### *Downtown Business Interests*

- Downtown merchants recognize value of public transportation.
- Sidewalks and pedestrian access are also very important.
- A connection to Metro-North all day long would be valuable to local merchants.
- The Downtown 2020 plan identifies need for transit to support commerce and downtown development.
- There is a lack of public knowledge of WTD services available. Marketing is critical.
- Employees need incentives to use transit, or disincentives to drive/park to downtown Westport.
- Businesses are generally supportive of paid parking in Westport, including metered parking.
- Carpooling is not an easy option for employees given varied shift times. Transit must allow flexibility in travel times.
- Retail employers pull employees from a wider region than in the past, particularly as national chain stores become more common in Westport.
- A holistic plan to parking, transit, and development is necessary.

### **Drop-in Outreach**

Three days of drop-in outreach were planned to gather input on the *Westport Bus Operations and Needs Study* in the Fall of 2013. On the first date, September 24, 2013, members of the study team spent the afternoon outside the Westport Library talking with Westport residents and visitors. The study team spent the same evening at the Saugatuck Rail Station talking with the traveling public. On October 15, 2013, the team was at the Saugatuck Station between 6 AM and 8 AM, and on October 22, 2013 the team spent the morning at the Greens Farm Station between 6 AM and 8 AM.

### **Drop-in Discussion and Comments**

The team generally asked the following questions those passing through the area:

- Are you familiar with the bus services offered in Westport?
- Does Westport bus service sufficiently serve your transit needs?
- What improvements would enhance the service?

The following is a summary of the comments heard at the drop-in sessions.

#### *September 24, 2013 (Westport Library) Comments*

- The bus services are definitely an asset to the town- they provide mobility to students, employees, commuters, and elderly.
- One responder was very grateful for the "door to door" that is used by her elderly mother.

- A great majority of responders are not aware of the shuttles and routes.
- About half of the responders would consider using the shuttle if the times and places met their needs and the schedule was readily available.
- Those aware of the shuttle heard about it through “word of mouth” and suggested greater marketing.
- Many were not aware of the after-school shuttles services.
- High school shuttles are used less frequently since many high school students have their own car, or do not want to take the bus.

#### *Rail Station Comments (All Dates)*

- The majority of responders that use the shuttles love them.
- The shuttles are an asset to the community.
- The fee is quite affordable, and if it needs to be raised, it would not discourage riders from using the shuttles.
- Many responders that drive to the stations are not interested in using the shuttles at all, as they have parking spaces.
- Bicyclists noted that they would consider using the shuttle in the winter months. They do not currently know the schedule and areas served.
- The shuttles are an essential service for the businesses in Westport that employ workers commuting from points east and west, as well as their employees that rely on the buses to shuttle them from the station to their workplaces.
- Parking at the train is a problem. The shuttles provide an alternative to parking.
- The drivers are great.
- The drivers are not friendly or helpful.

#### *Improvements Suggested*

- Add evening shuttles beyond 7:30 PM. Many need to take a cab at least ½ the time because they cannot make the 7:30 shuttle.
- Add additional shuttles in the morning to serve local trains to Stamford and Greenwich (e.g. 7:28 AM local train from Greens Farms).
- Add additional (more frequent) school shuttles during the daytime.
- Both Greens Farms routes should serve the Harvest Commons Condominiums.
- The shuttles should serve the areas of town that are south of the rail line better.
- The bus service needs more and better marketing (e.g. printouts of schedules, better websites, color coded route maps, smartphone apps, etc.).
- The reference librarian suggested having printed schedules to give out at the library and other places.
- Need to better align with the train schedules...not consistent and not enough time between shuttle and train times...many users complained that they often missed the shuttles because they do not wait for the trains to get in.
- Serve the Park and Ride in Weston.

- The cost of the shuttle should be subsidized by increasing the cost of parking spaces at the rail station.

## **Open House #2**

The second public open house of the *Westport Bus Operations and Needs Study* was held April 9, 2014 at the Westport Town Hall. The open house was held from 7:30 PM - 9:30 PM with an interactive presentation and was televised on local community television.

The intent of the public open house was to provide the public with an update of the study activities, purpose, and timeline as well as to solicit feedback on preliminary recommendations of the study and get guidance as to how those improvements should be prioritized.

Thirty-two members of the community attended the meeting, included representatives from the Westport Transit District (WTD), Citizens Transportation Committee (CTC), as well as town staff members and elected officials.

### **Study Comments and Questions**

#### *Attendee Survey*

Throughout the presentation, the study team asked a series of questions to gauge audience support for potential improvements. Attendee responses to the questions were provided using a show of hands. The questions and their approximate percentage responses included:

1. **Did you attend our first public meeting in June 2013 and / or meet us at any of our drop-in sessions?**
  - a. Yes (75%)
  - b. No (25%)
2. **Do you or your family members use bus service in Westport?**
  - a. Yes (67%)
  - b. No (33%)
3. **Which bus service is the most important to your family and the community?**
  - a. WTD commuter routes (70%)
  - b. Door-to-door (10%)
  - c. After school (20%)
  - d. Bus service should not be a priority in Westport (0%)

4. **For which period of time would you most prefer to expand the commuter service?**
  - a. Early morning (6%)
  - b. Late morning (19%)
  - c. Afternoon / early evening (26%)
  - d. Late evening (49%)
  - e. It is not important to expand commuter service hours (0%)
  
5. **Would you prefer an extension of commuter route hours or the addition of a new, midday Saugatuck-Imperial-Downtown connection?**
  - a. Extended commuter hours (63%)
  - b. New midday Saugatuck connection (37%)
  
6. **Would you or members of your family consider using a new community connection?**
  - a. Yes (45%)
  - b. No (55%)
  
7. **Which service recommendation would you prefer to see implemented first?**
  - a. Extended commuter hours (46%)
  - b. New Saugatuck-Downtown route (27%)
  - c. New community connector (27%)
  - d. None of the above (4%)

*Questions and Comments from Open House*

Numerous other comments and questions were taken from the public during and after the presentation, including the following:

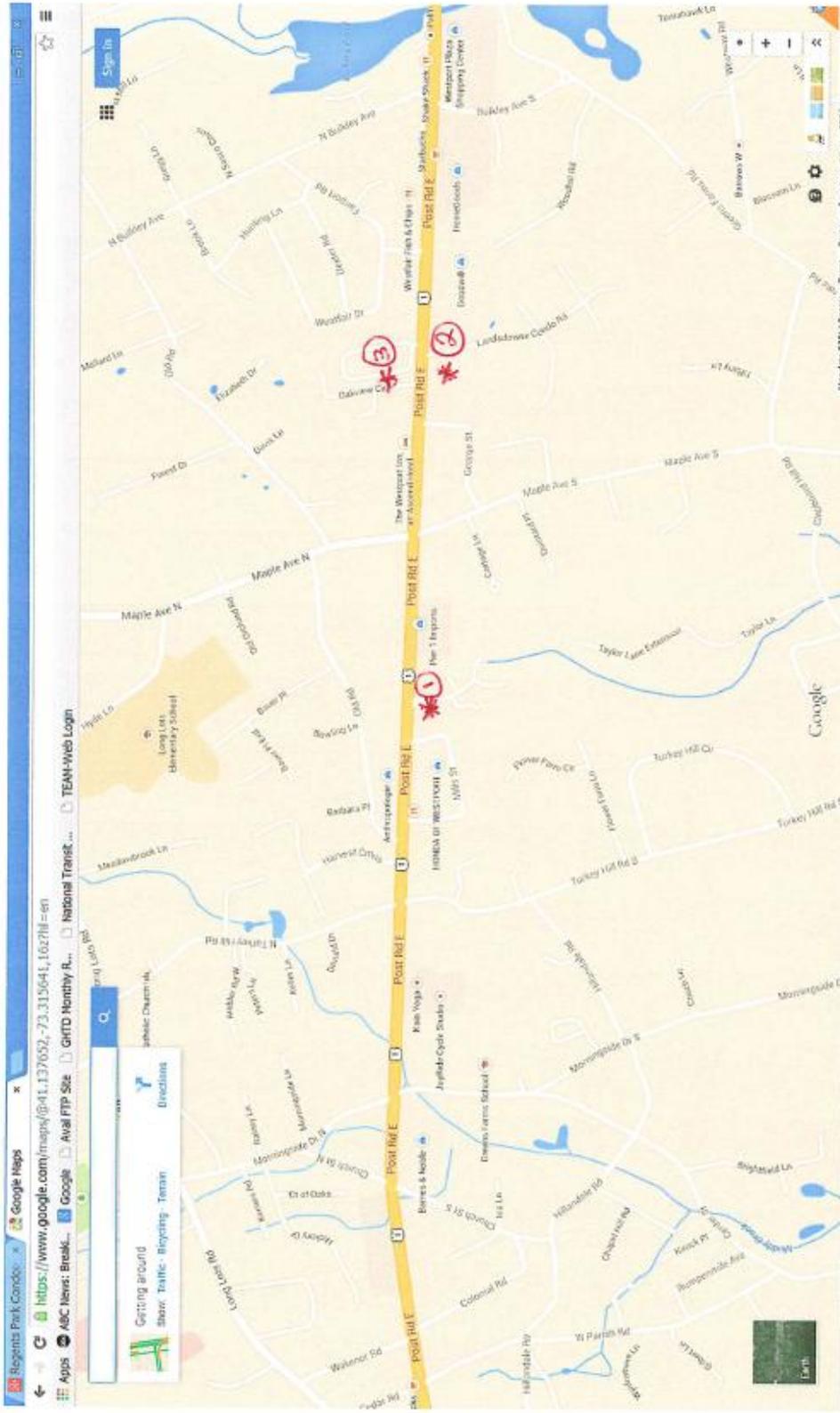
- **Question:** Are the costs marginal costs?  
**Answer:** The costs are unit cost per vehicle.
- **Question:** What if a full additional hour is not needed for commuter service?  
**Answer:** This would require a detailed discussion with Norwalk Transit District and the driver/vehicle availability. The cost could potentially be more efficient if it operates for an hour or more, depending upon the route and timeframe.
- **Question:** What time frame is it less expensive to add service?  
**Answer:** It is likely that evening service is less expensive than morning. It is worth noting that the shuttles are often changing uses, depending on needs. Different services are funded in different ways.
- **Question:** If the town provides more services, will the state still fund 66% of the new service?  
**Answer:** We can't provide a definite answer for that as Westport has to compete with other transit districts for funding.

- Question: Does the study intend to gauge CTDOT interest?  
Answer: We do want to let the state know we are looking at this topic in depth; however, we will not have a commitment on their funding priorities for a while.
- Question: Is a stop in Downtown Westport being studied?  
Answer: Yes.
- Question: Is the study considering the Guaranteed Ride Home Program?  
Answer: The Guaranteed Ride Home program is in place but is very seldom used.
- Question: Is it possible for buses to use the Merritt Parkway?  
Answer: This topic has come up at previous meetings and by other municipalities and transit districts. It is unlikely the state would allow any one operator on the roadway, because many operators will then make the same request.
- Comment: This region of the state is a nonattainment air for air quality. We should support transit to improve air quality.
- Question: Has this study considered expanding service to Weston? Weston rail users need to travel through Westport as well.  
Answer: That is not part of the scope of this study, but it is a valid point to consider in the future. Such an initiative would require interest and collaboration from the Town of Weston.
- Comment: Users should consider participating in TransformCT, a long range transportation process which is discussing these types of issues on a statewide level. The website for more information is [www.transformct.org](http://www.transformct.org).
- Comment: It is very important to provide the supportive infrastructure before adding services. Otherwise, we will have buses without riders. (This explanation was provided for the response to Question #7, "None of the above.")
- Question: Are you studying demand for this service?  
Answer: Yes. The growth is going to be modest because there is not tremendous ridership now.
- Comment: It is important to differentiate the wants and needs of users.
- Question: Can you explain more about the afterschool routes?  
Answer: The after-school routes have to be open to the general public, they cannot be restricted to school kids only.
- Comment: The human services community erected a bus shelter near Stop and Shop. Another should be provided closer to Fresh Market.
- Comment: The town should consider pursuing enhancement funding for additional services and amenities.
- Comment: The town needs to be involved with future transit planning. Planning amongst the town departments is especially important. Partnerships between the departments and within the town (public – private) can boost ridership.

*Written Comments Describing Recommended Changes to WTD Services*

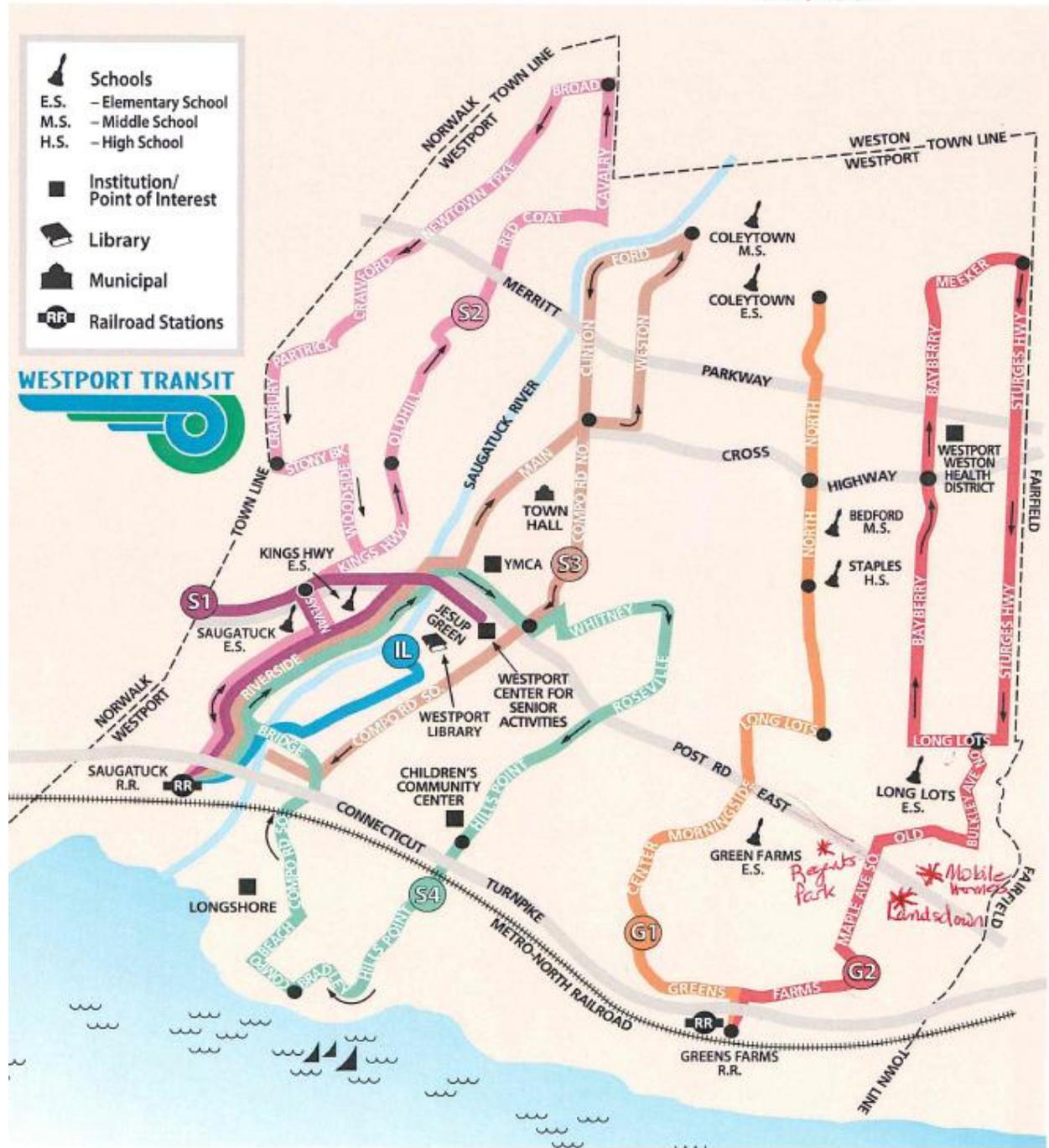
- Please add more buses at night and afternoon.

**Appendix G      Proposed Routes G1/G2 modification**



- ① Regents Park - .2 mile to Maple Ave
- ② Landsdown - .2 mile to Maple Ave
- ③ Mobile Park - .2 mile to Maple Ave

Current



Proposed

- Schools
  - E.S. - Elementary School
  - M.S. - Middle School
  - H.S. - High School
- Institution/  
Point of Interest
- Library
- Municipal
- Railroad Stations



**CURRENT G1 SCHEDULE:**

Route G1 - AM			
Coleytown Elem School, North, Long Lots, Morningside, Center, Greens Farms to Station			
Coleytown Elementary School	North & Cross Hwy	North & Long Lots	Greens Farms RR Station
6:09	6:14	6:17	6:25
6:42	6:47	6:50	6:57
7:28	7:33	7:36	7:43
G1 Evening (PM) Departures from Greens Farms Station*:			
5:53	6:39		7:47

**PROPOSED G1 SCHEDULE – June 2014:**

Route G1 - AM					
Coleytown Elem School, North, Long Lots, Morningside, Post Rd East, Maple, Clapboard Hill, Greens Farms to Station					
Coleytown Elementary School	North & Cross Hwy	North & Long Lots	Maple & Post	Clapboard Hill & Maple	Greens Farms RR Station
6:03	6:08	6:11	6:14	6:16	6:19
6:39	6:44	6:47	6:52	6:54	6:57
7:25	7:30	7:33	7:38	7:40	7:43
G1 Evening (PM) Departures from Greens Farms Station*:					
5:53		6:39			7:47

*First run is impacted the most. In order to have enough time to get back to Coleytown for second run, the first run had to start 6 minutes earlier than current schedule. Passengers will be at train station 10 minutes before train departs. All others wait 4 minutes before departure*

**Back-up for Schedule Adjustment:**

G-1 proposed modification June 2014	Miles	Time
Greens Farms RR Station	0.0	:00
Clapboard Hill & Maple	1.2	:03
Maple & Post	1.7	:05
Regents Park	1.9	:06
Morningside & Post	2.4	:08
North & Long Lots	3.0	:10
North & Cross Highway	4.3	:13
Coleytown Elem School	5.5	:18
North & Cross Hwy	6.7	:23
North & Long Lots	8.0	:26
Morningside & Post	8.6	:28
Regents Park	9.1	:30
Maple & Post	9.3	:31
Clapboard Hill & Maple	9.8	:33
Greens Farms RR Station	11.0	:36

**additional 1.3 miles and 4 minutes round trip**

## CURRENT G2 SCHEDULE

Route G2 - AM				
Long Lots, Bayberry, Meeker, Sturges, Long Lots, Bulkley, Old, Maple, Clapboard Hill, Greens Farms to Station				
Long Lots & Bulkley	Bayberry & Cross Hwy	Meeker & Sturges	Long Lots & Bulkley	Greens Farms RR Station
5:54	5:59	6:05	6:11	6:21
6:31	6:36	6:41	6:47	6:57
7:16	7:21	7:27	7:33	7:43
G2 Evening (PM) Departures from Greens Farms Station*:				
5:53		6:39		7:47

## PROPOSED G2 SCHEDULE – June 2014

Route G2 - AM						
Long Lots, Bayberry, Meeker, Sturges, Long Lots, Bulkley, Old, Maple, Post Rd East, Morningside, Center, Greens Farms to Station						
Long Lots & Bulkley	Bayberry & Cross Hwy	Meeker & Sturges	Long Lots & Bulkley	Maple & Post	Morningside & Center	Greens Farms RR Station
5:48	5:53	5:59	6:05	6:08	6:11	6:16
6:29	6:34	6:40	6:46	6:49	6:52	6:57
7:15	7:20	7:26	7:32	7:35	7:38	7:43
G2 Evening (PM) Departures from Greens Farms Station*:						
5:53		6:39		7:47		

*First run is impacted the most. In order to have enough time to get back to Long Lots & Bulkley for second run, the first run had to start 6 minutes earlier than current schedule. Passengers will be at train station 13 minutes before train departs. All others wait 4 minutes before departure*

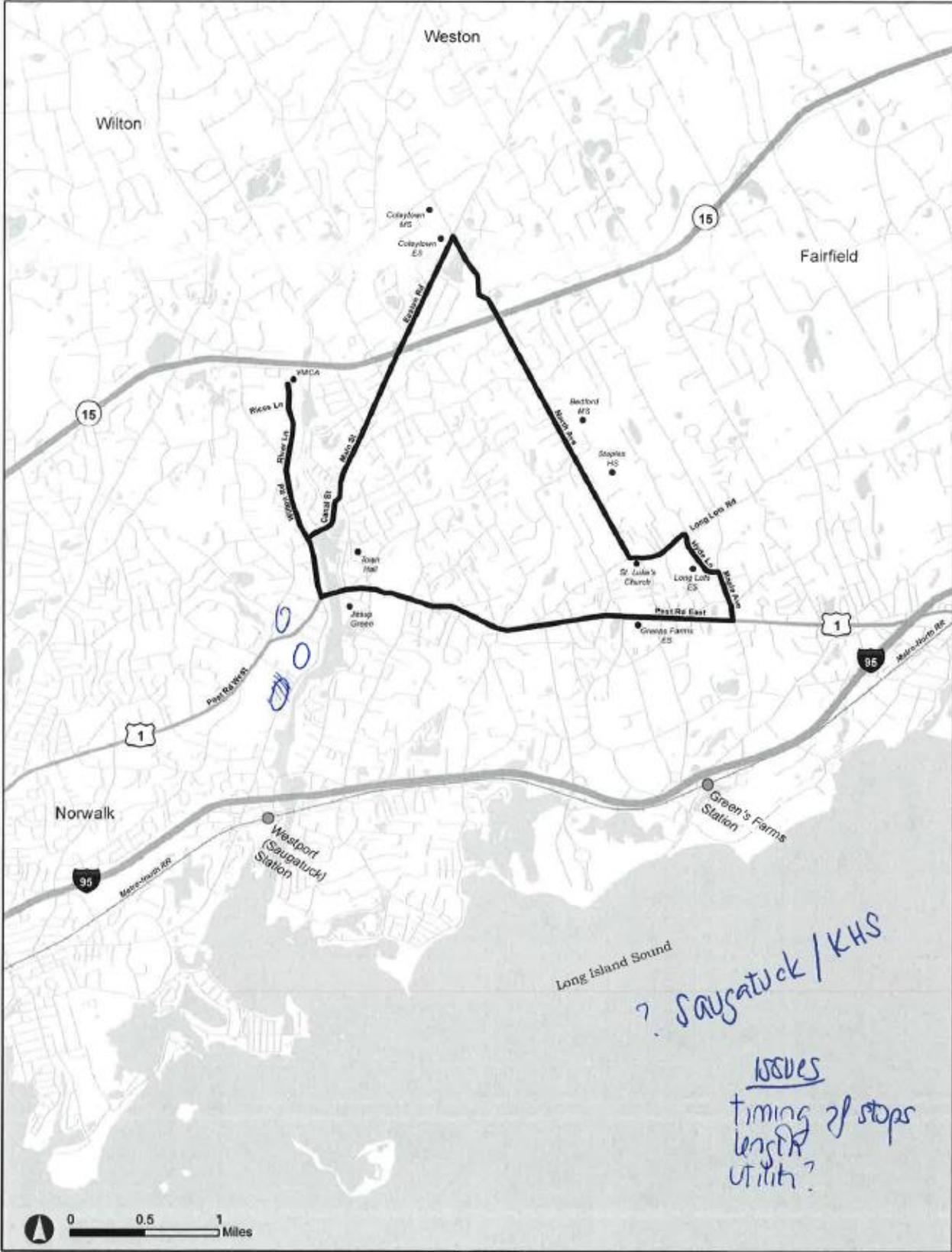
## Back-up for Schedule Adjustment

G-2 proposed modification June 2014	Miles	Time
Greens Farms RR Station	0.0	:00
Greens Farms & Center	1.0	:03
Morningside & Post	1.9	:06
<i>Regents Park</i>	2.4	:07
Maple & Post	2.7	:08
Old & Bulkley	3.2	:10
Long Lots & Bulkley	3.8	:11
Bayberry & Cross Hwy	5.3	:16
Meeker & Bayberry	6.4	:19
Meeker & Sturges	6.9	:22
Long Lots & Bulkley	9.7	:28
Old & Bulkley	10.3	:29
Maple & Post	10.8	:31
<i>Regents Park</i>	11.1	:32
Morningside & Post	11.6	:33
Greens Farms & Center	12.5	:36
Greens Farms RR Station	13.5	:39

*additional 1.7 miles and 3 minutes round trip*

## **Appendix H      Other route proposals considered**

School Route / Circulation  
Sketches





## In town circulators

- employees, remote p/r, circulation  
no rail station

- lacks purpose →  
through program  
use
- short walks

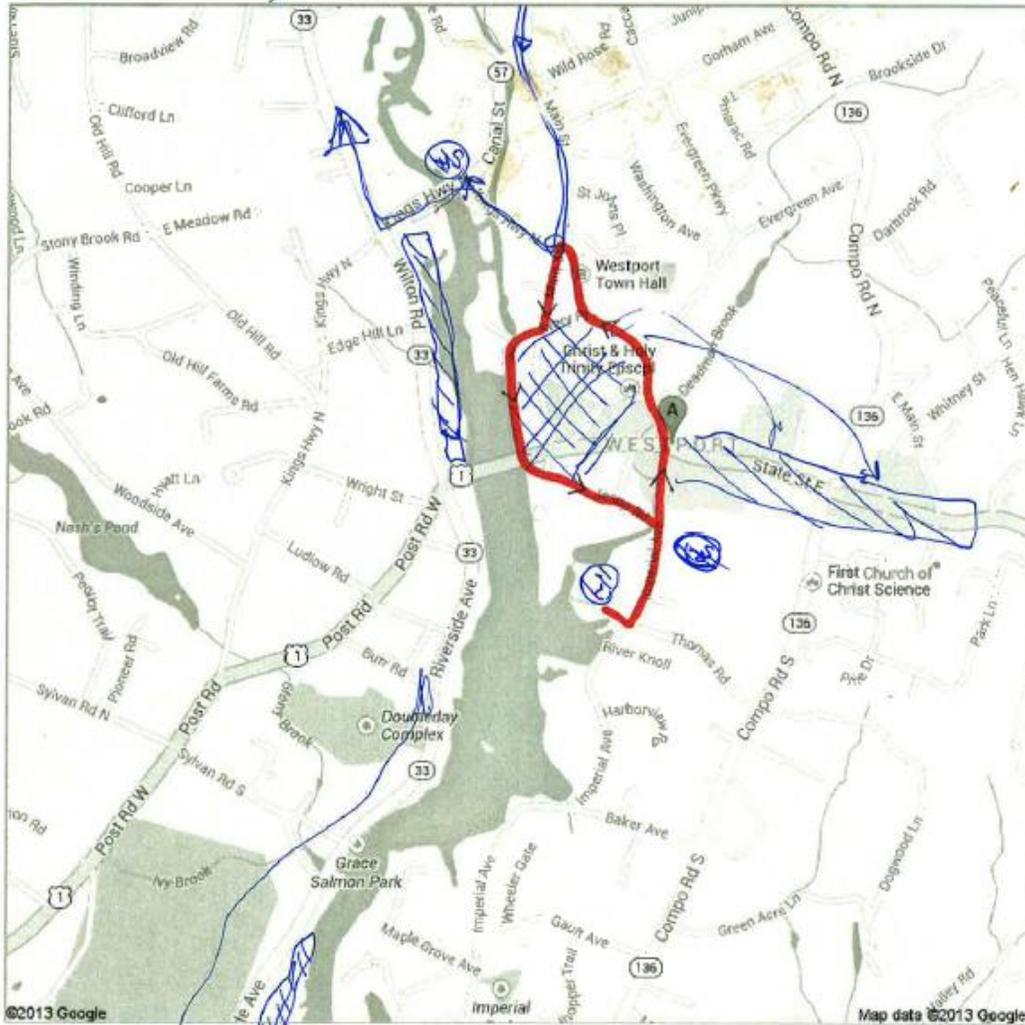
poor

Google

Address Westport, CT

Review Package  
Feb 14 w/ WTD  
SNRPA

1.5 MILES



Start - 8am  
for Westport  
employment

Google

Address Westport, CT

2.0 MILES

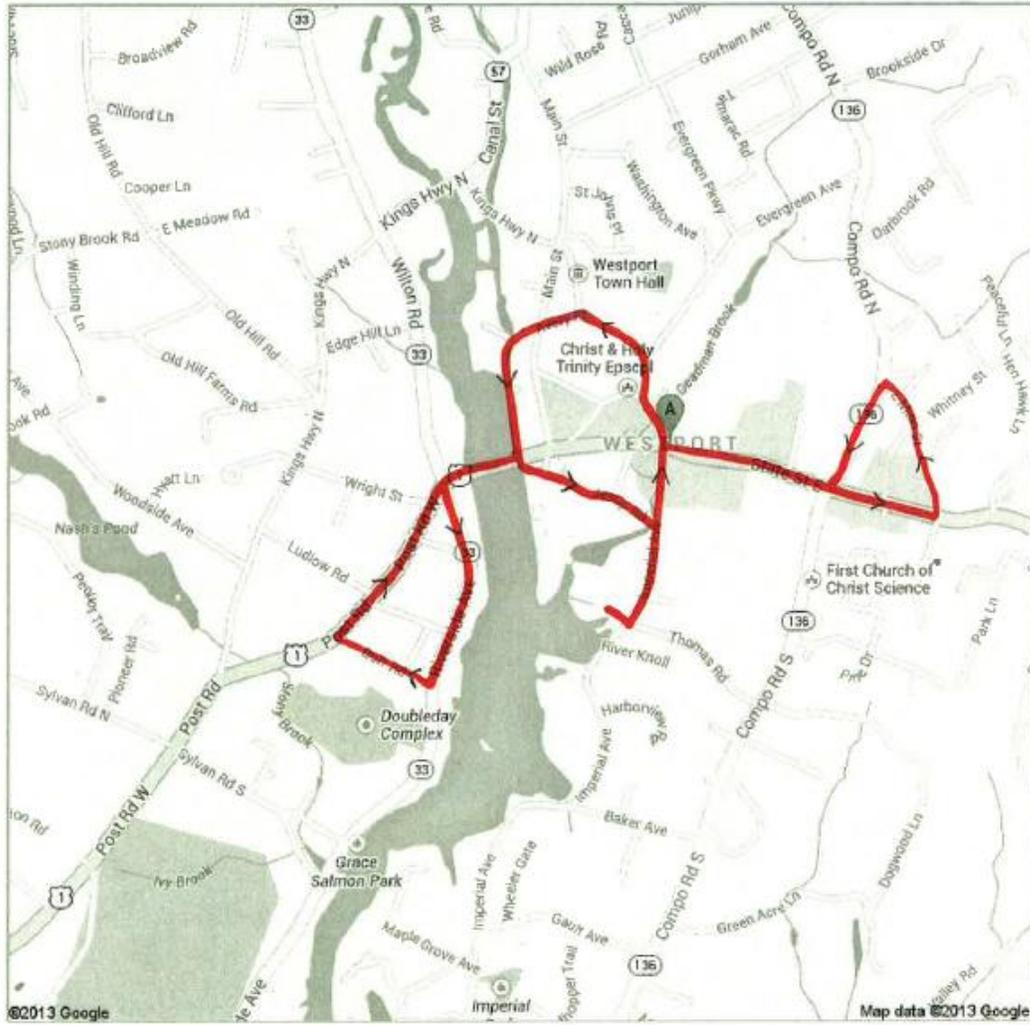




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4.0 MILES

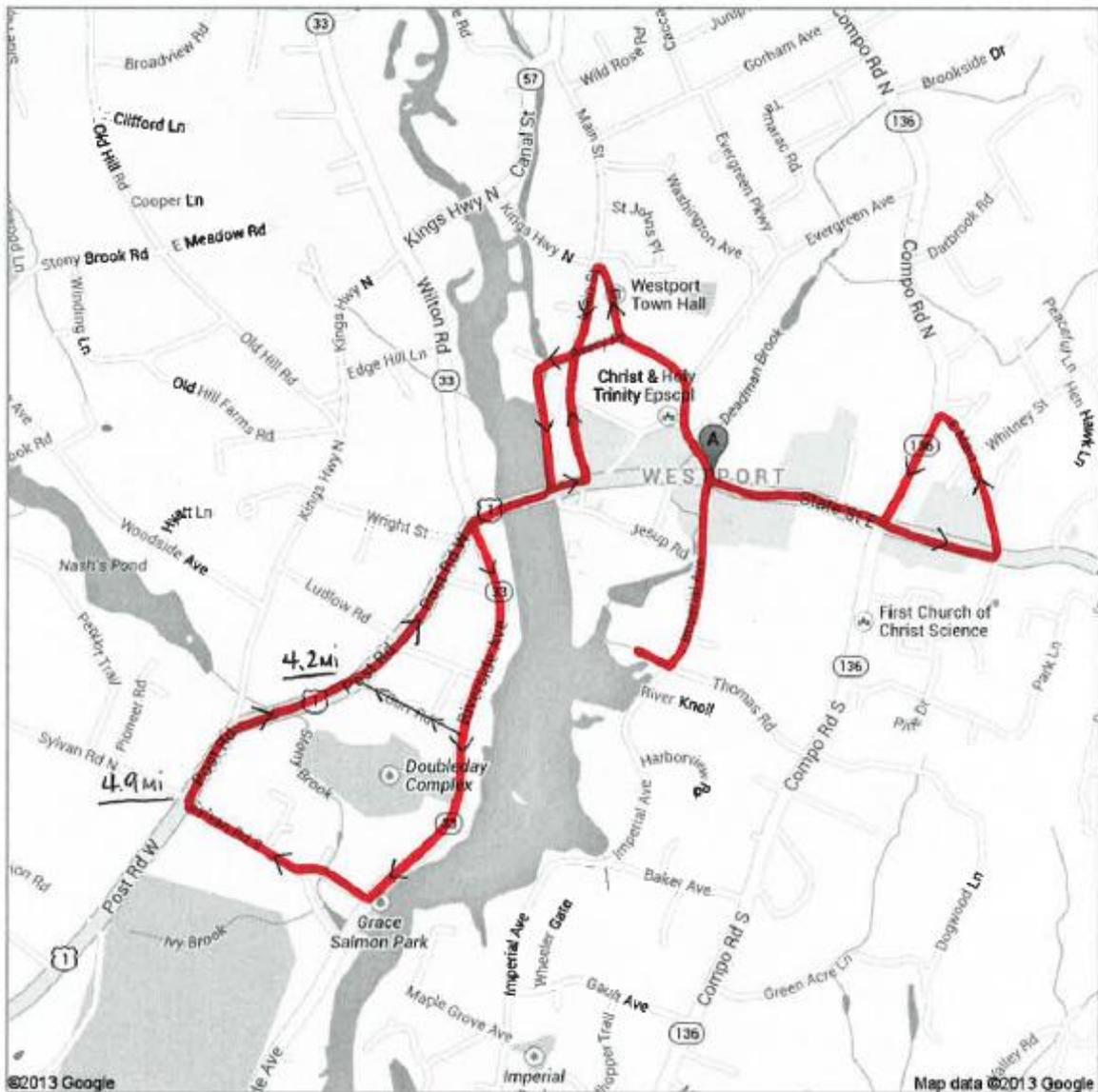


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Address Westport, CT

4.2 MILES

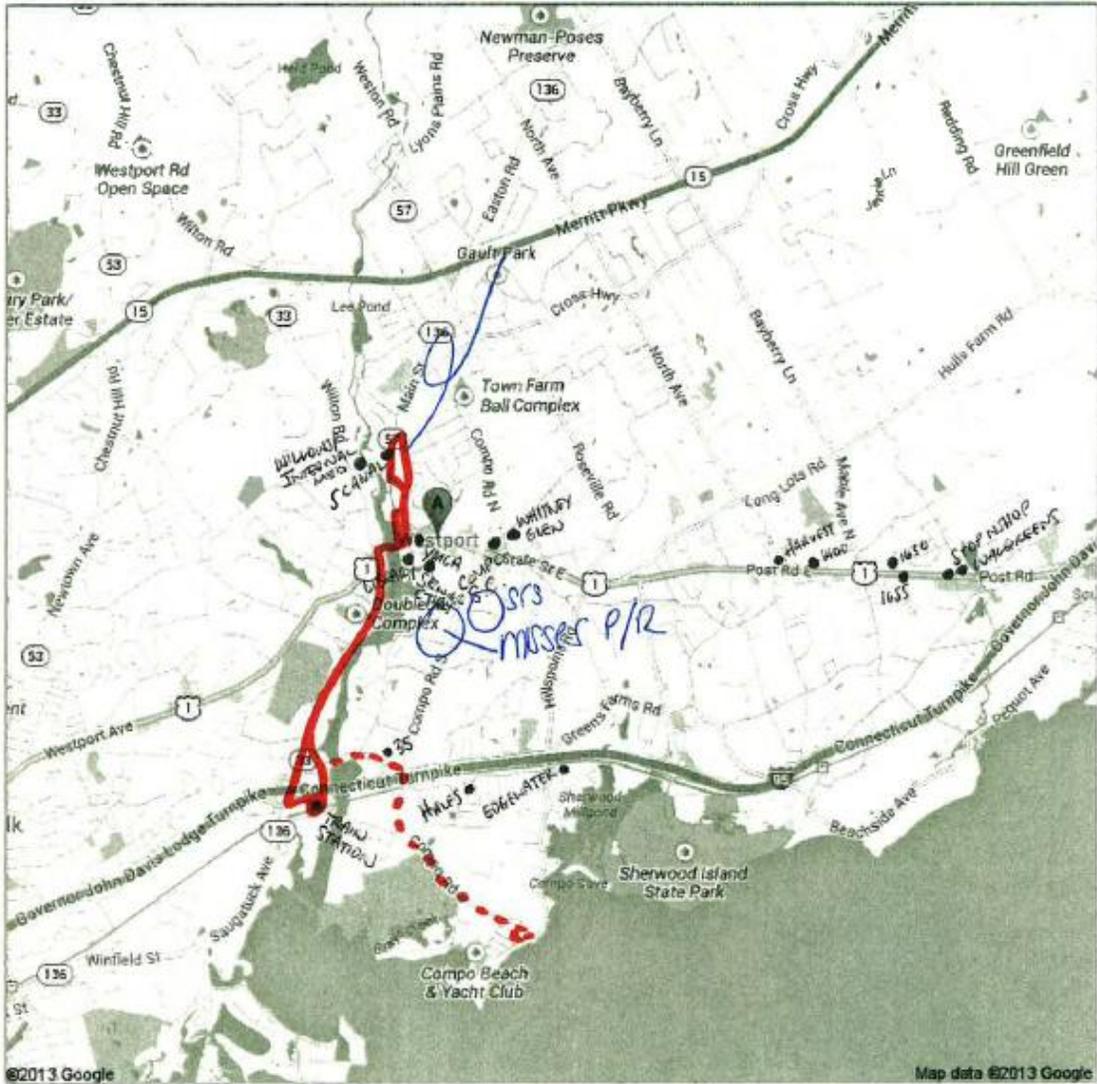
4.9 MILES



Saugateck RR - Downtown

Google

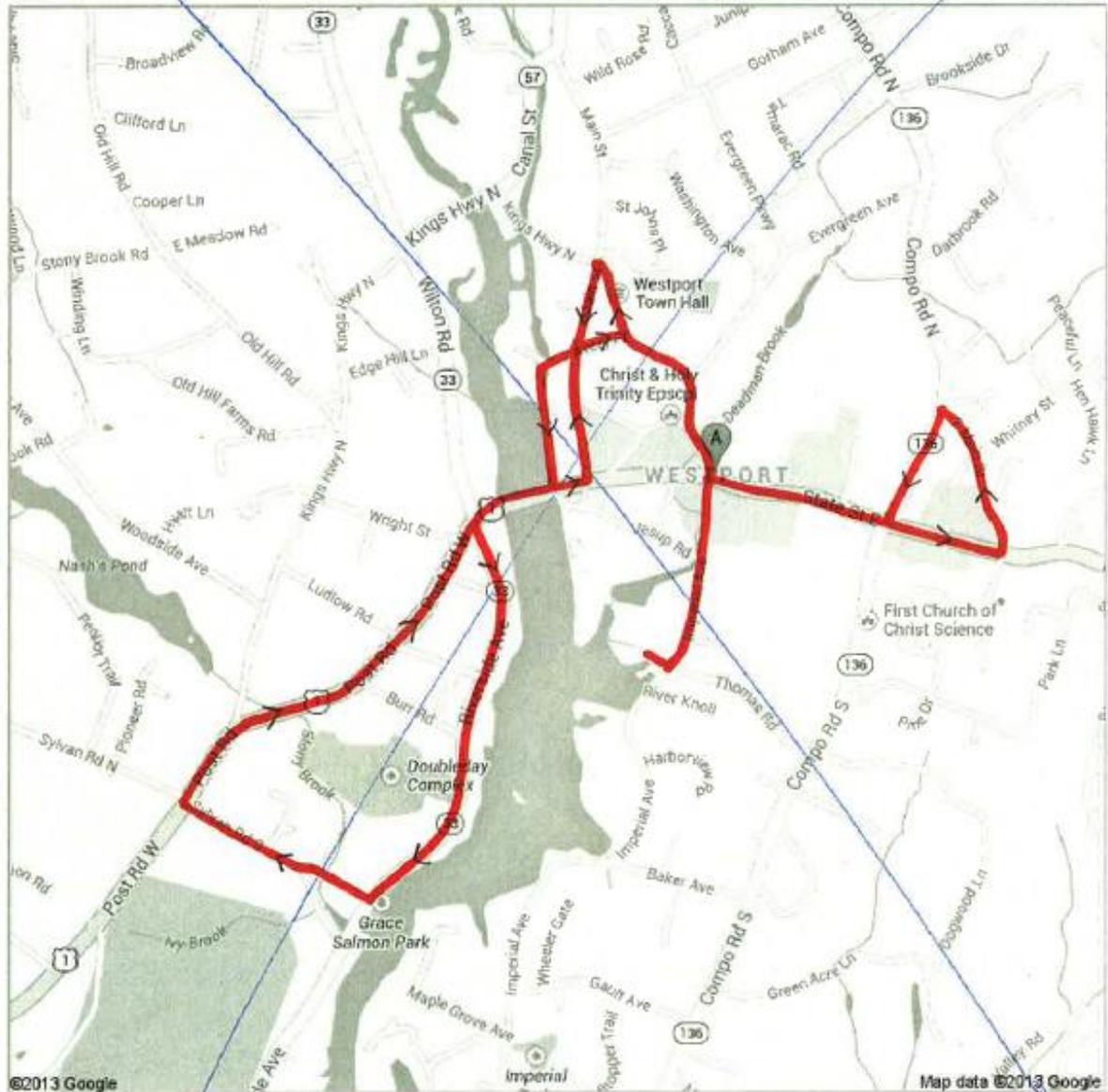
Address Westport, CT



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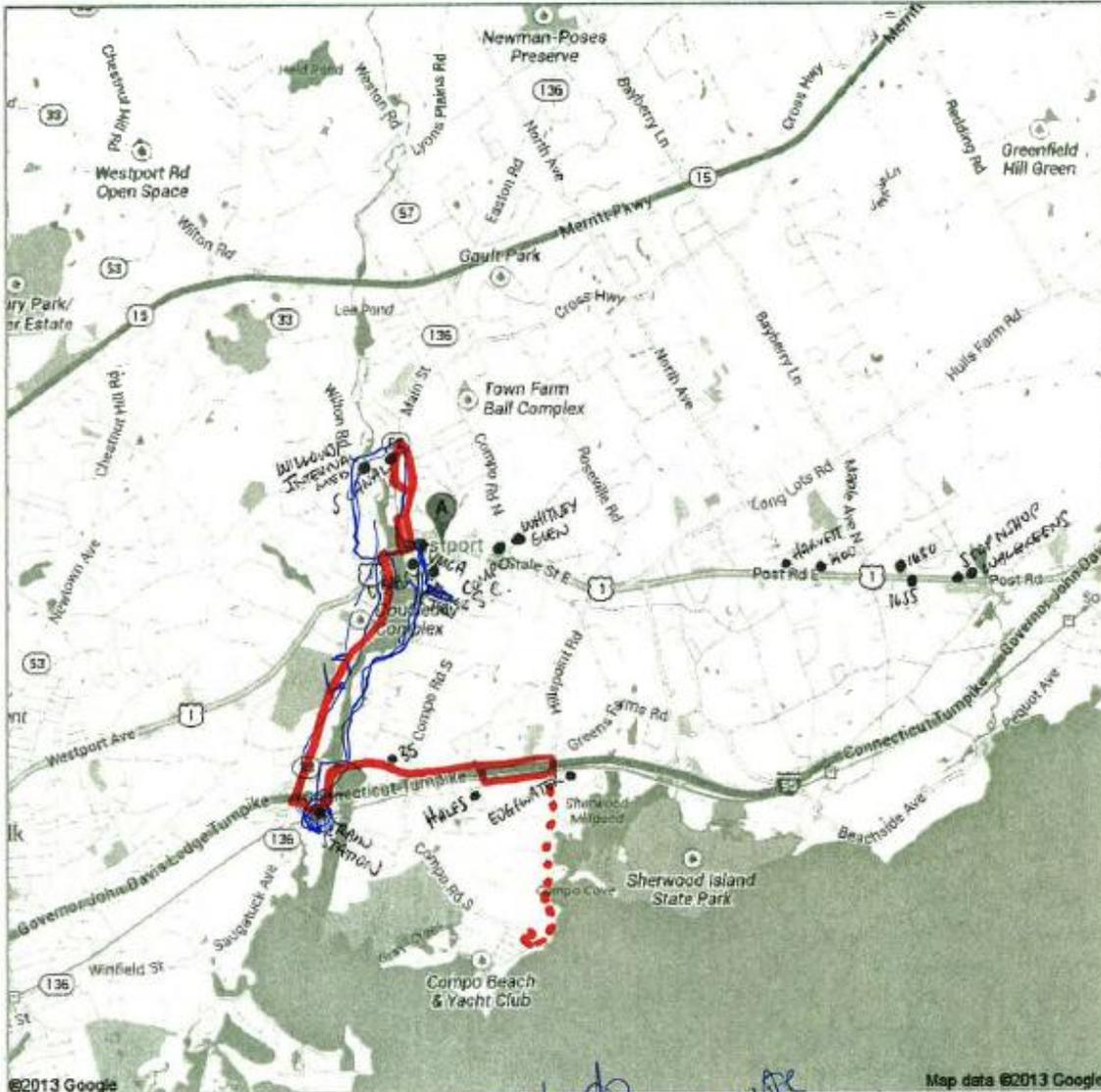
Address Westport, CT

5.0 MILES



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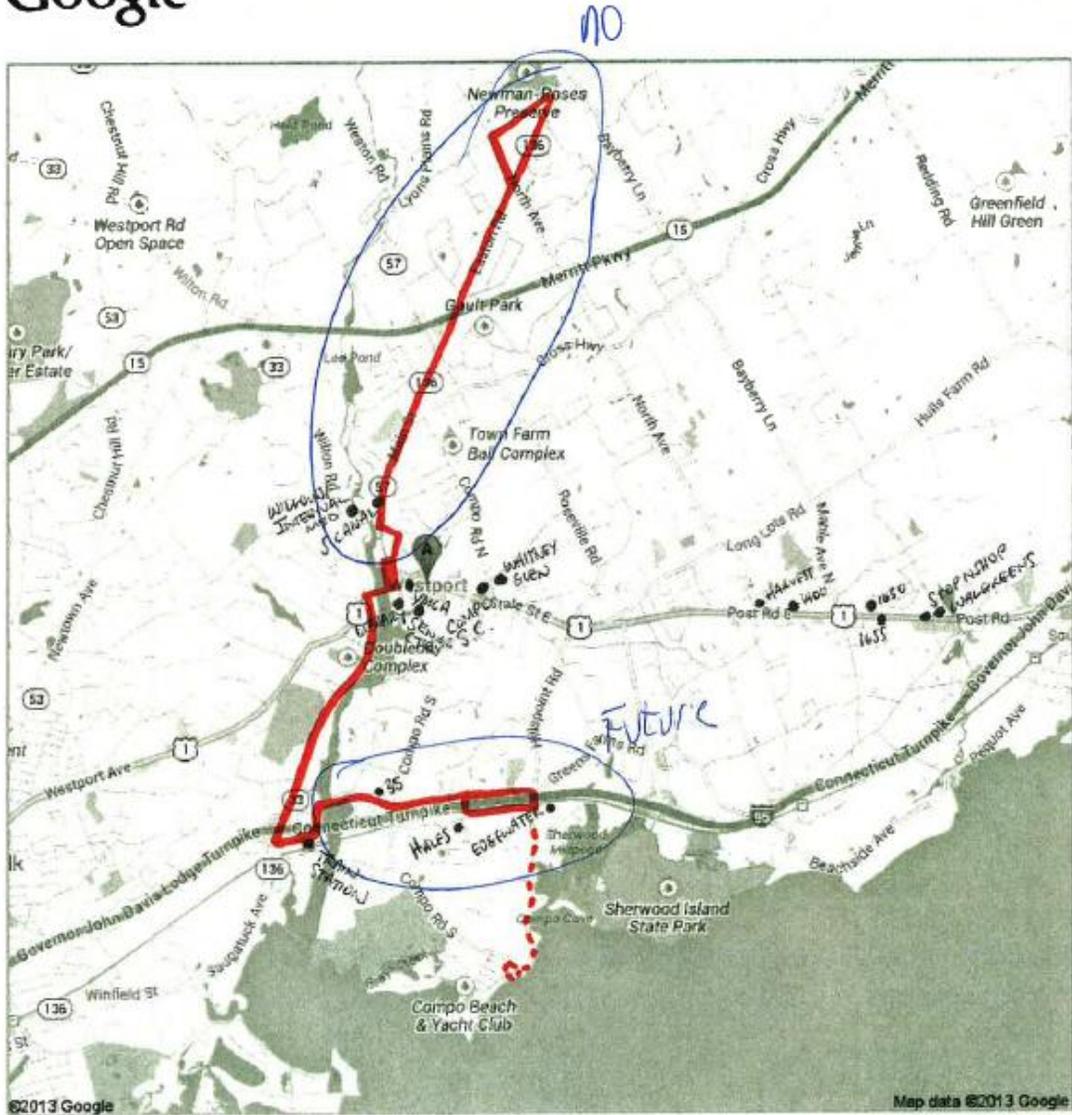
Address Westport, CT



too much to do  
w/ 1 bus  
- have 2 or 3 canal park separate  
museu p/r

Google

Address Westport, CT

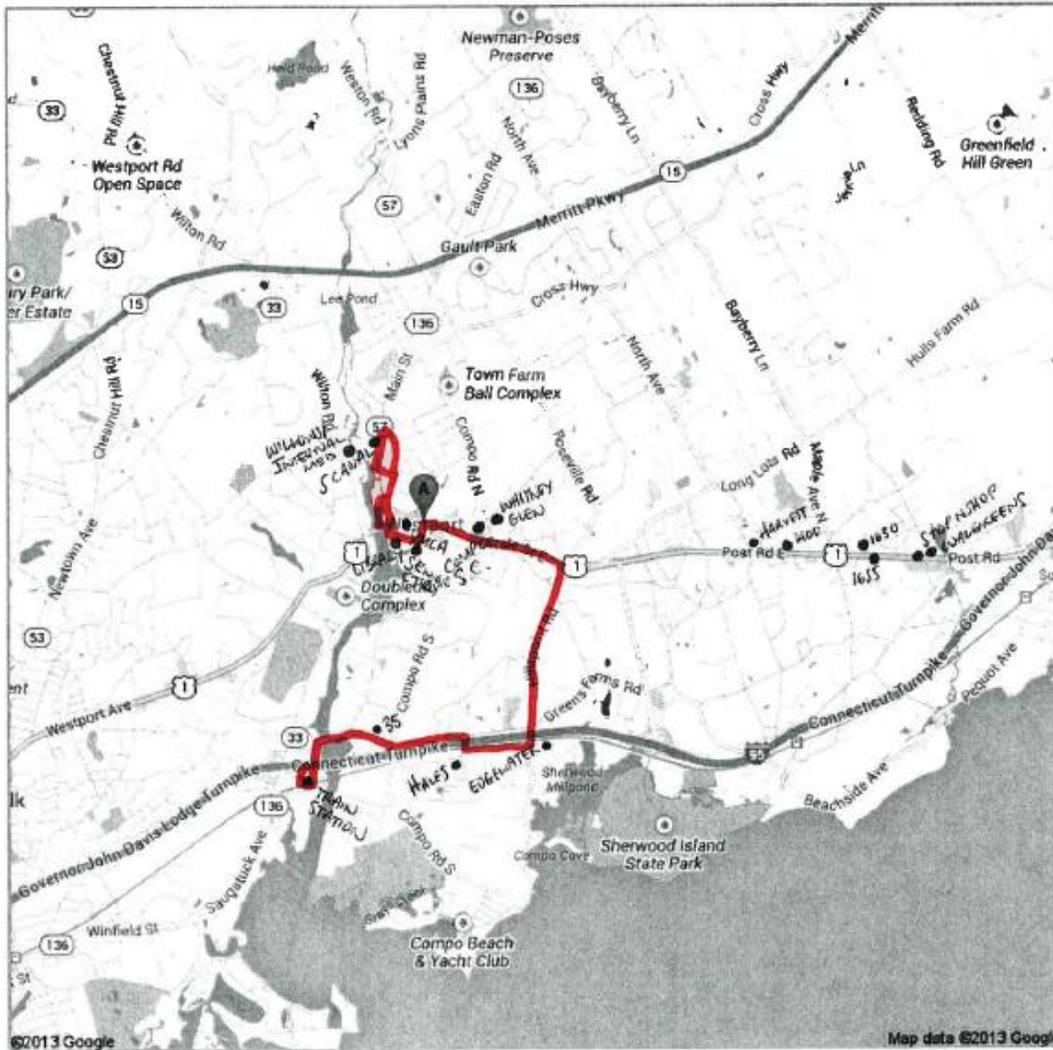






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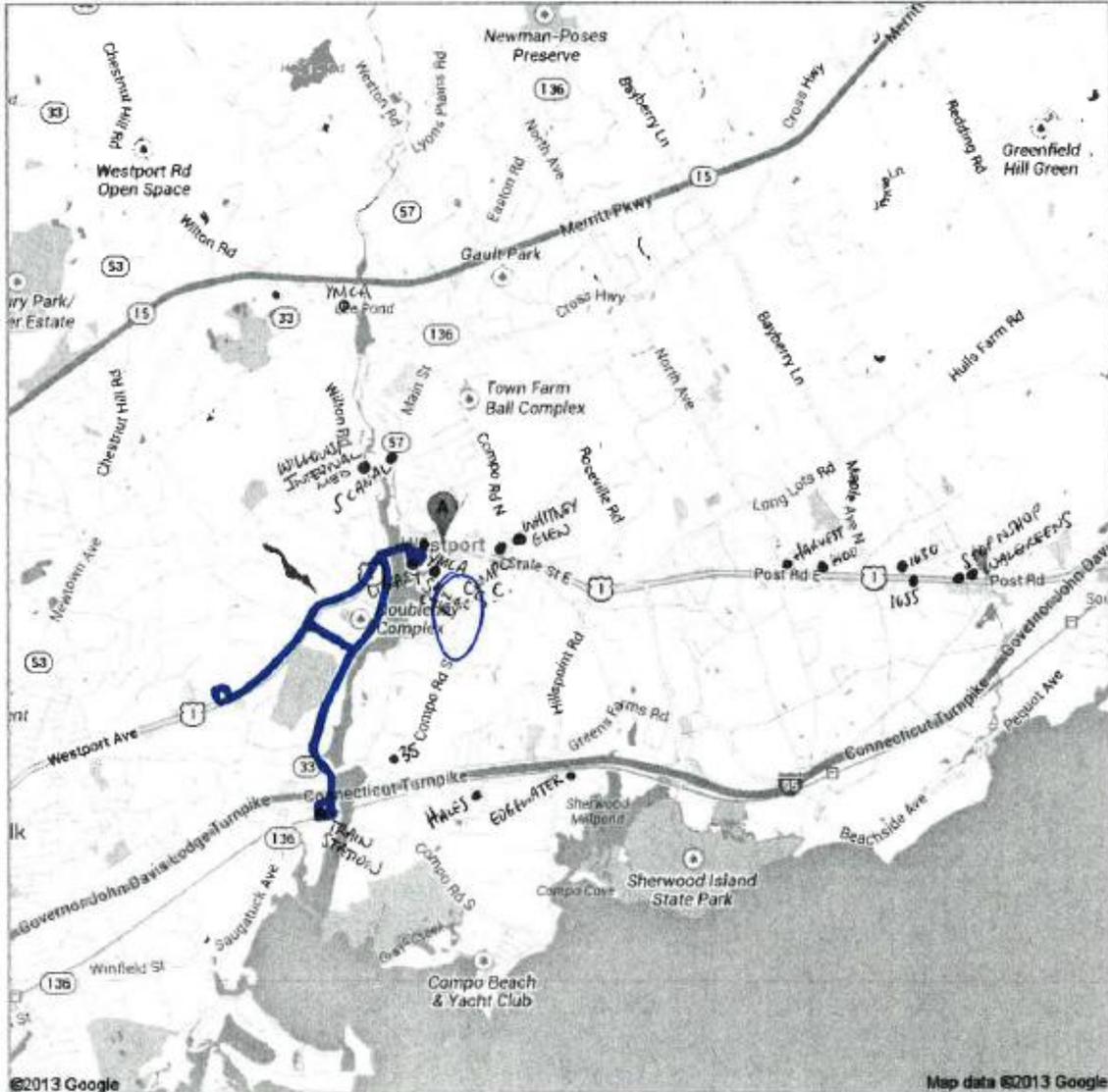


too long

WTD ROUTE S1

Google

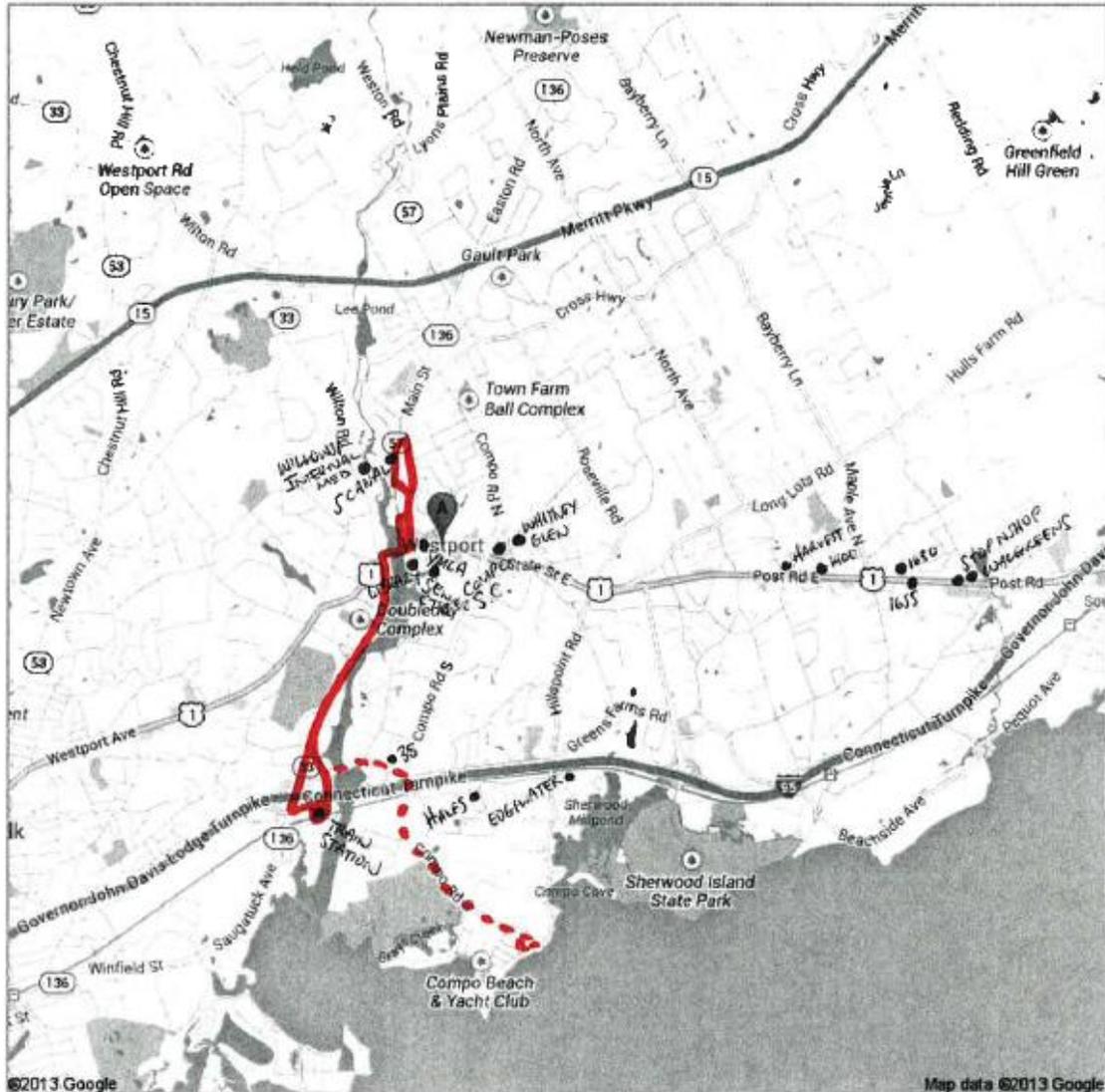
Address Westport, CT



Complex  
no  
WM  
P/R  
R/S?

Google

Address Westport, CT



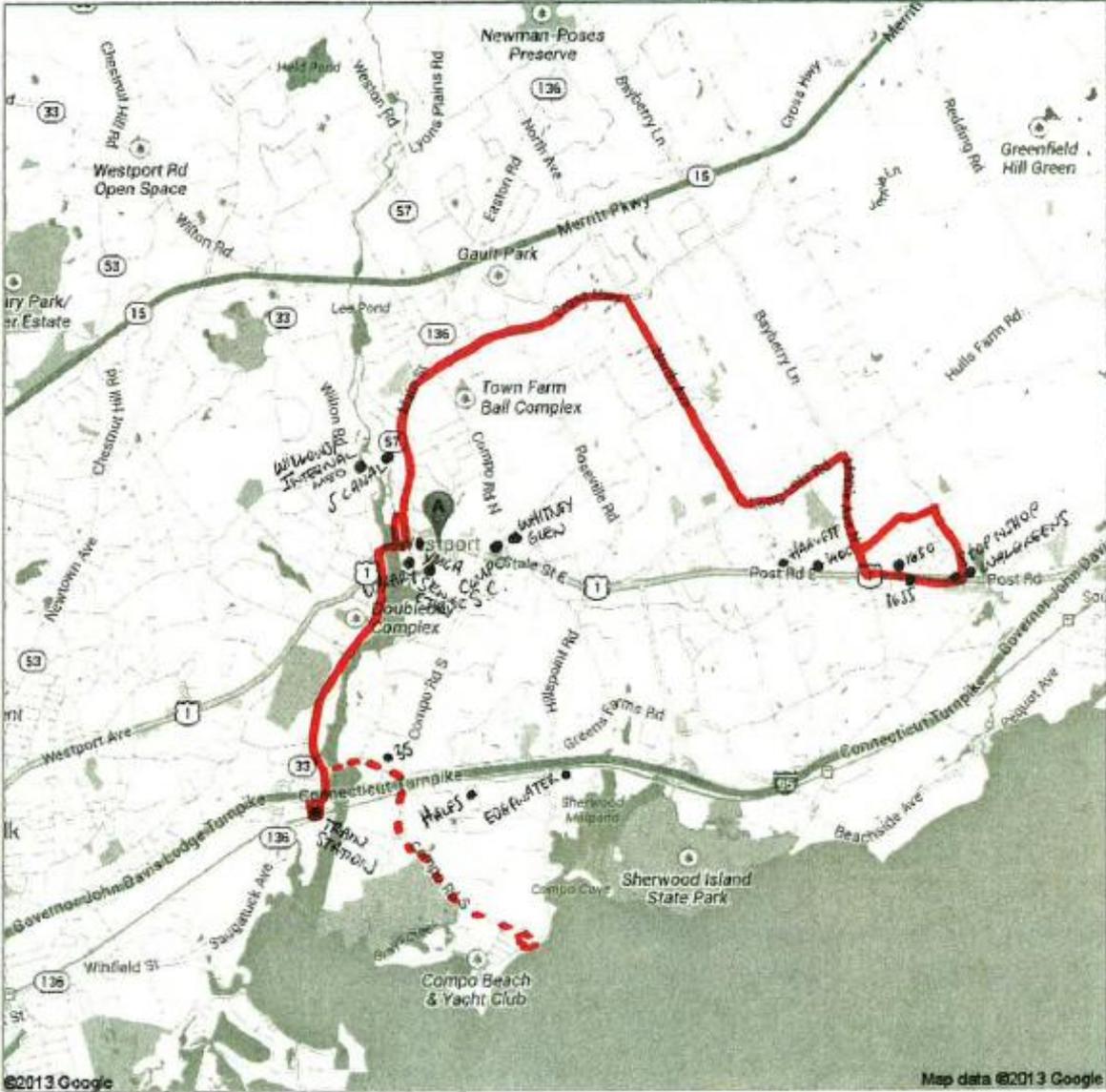
**Appendix I      Long-term daytime route sketches**

Longer Term Circulation Ideas



Google

Address Westport, CT





Google

Address Westport, CT





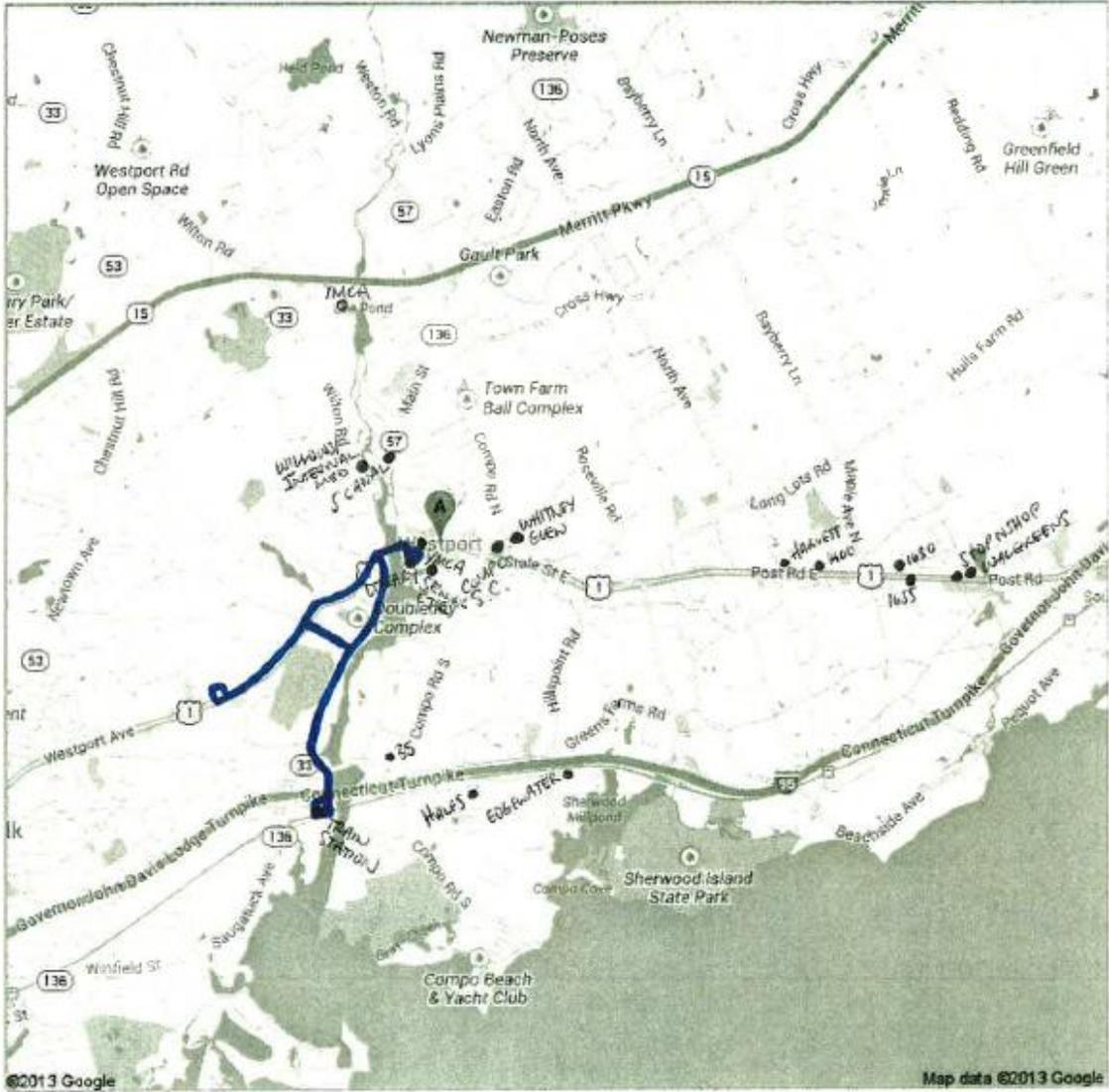




WTD ROUTE S1

Google

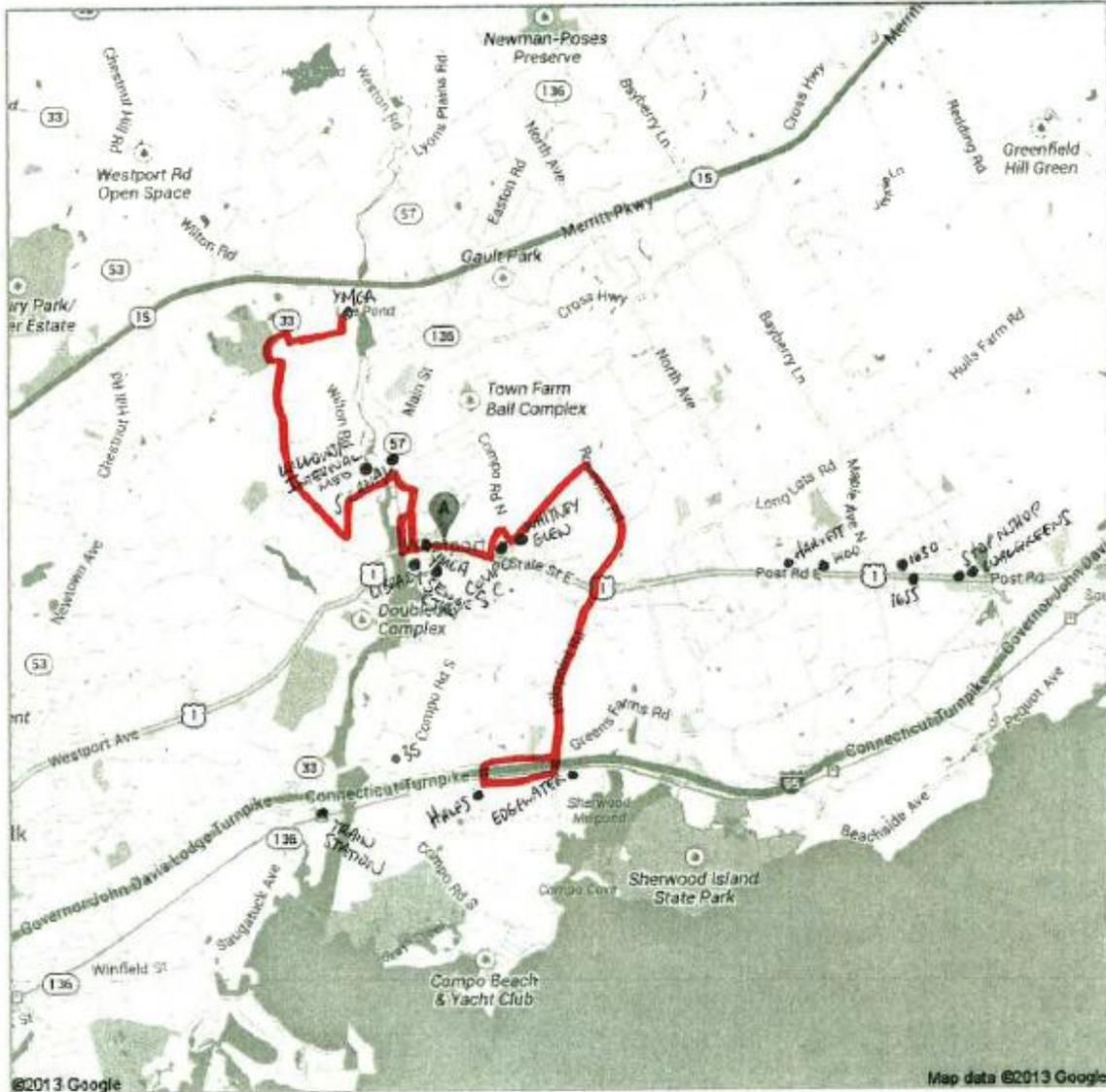
Address Westport, CT



YMCA ROUTE 1

Google

Address Westport, CT



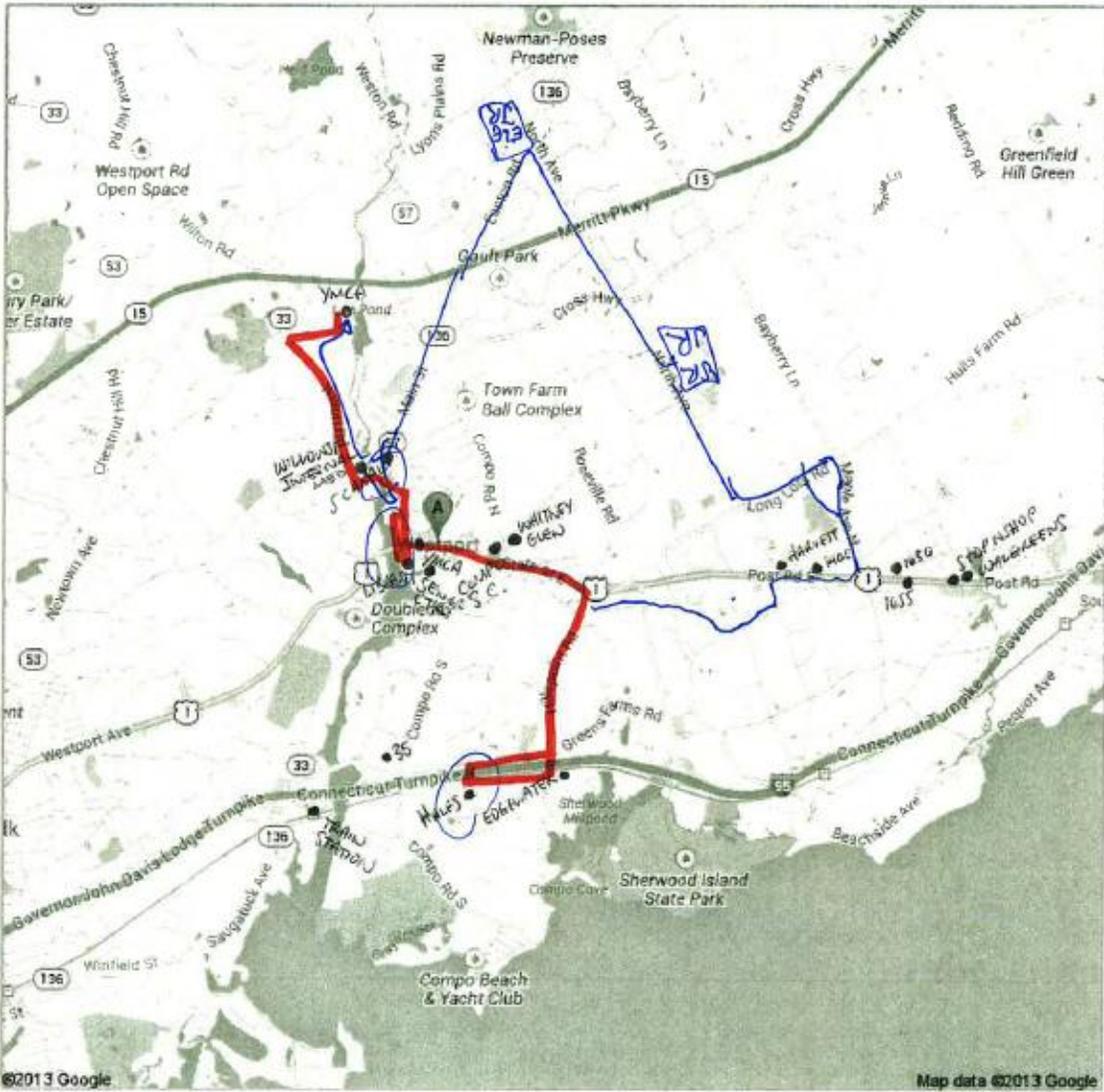




Google

Address Westport, CT

YMCA ROUTE 3



## Appendix J WTD comments and issue papers

**TOWN OF WESTPORT  
TRANSPORTATION OPERATIONS DIRECTOR  
[PROPOSED]**

The Westport Transit District (WTD) recommends that the Town of Westport re-establish a paid position within Town government to oversee transportation and transportation-related services, programs and initiatives in the Town of Westport. The **Transportation Operations Director's** job would be to implement the strategies set forth in the 2007 Town of Westport Plan of Conservation & Development as well as implement the ideas and strategies recommended by Town Leadership and the Westport Transit District. Town benefits include: 1) improved quality of life; 2) grants and innovative solutions; and, 3) overall economic and business development improvements.

Responsibilities of the **Transportation Operations Director** would include:

1. **Norwalk Transit District (NTD):** Oversee contract and services provided by NTD (currently 77,000 rides to all age demographics). Track ridership, service, make recommendations for improvements, evaluate costs and secure funding for the six services provided by NTD which receive various levels of state/federal funding (0% to 95%);
2. **Department of Public Works (DPW):** 1) Proactively pursue federal/state and private grants and funding for transit and transit-related improvements (TTAG); 2) Design and implement shared roadway initiatives for improved pedestrian safety and circulation (including walking and biking); 3) Take all necessary steps to site, install and maintain public bus shelters in key areas serviced by transit;
3. **Planning & Zoning:** 1) Proactively address transportation-related issues associated with new developments including transportation impacts, enhancements, mitigation, concessions; 2) Report on town/regional initiatives including examples of improved zoning ordinances and statewide, Transit Oriented Development, initiative; 3) Support pedestrian improvements in downtown;
4. **Department of Education:** 1) Work with Department of Education to assess after-school service needs and options available through current service providers; 2) Work with PTA to develop parent education and outreach plan within schools. 3) Work with town-supported community services (Toquet Hall, Earthplace, Family Y, Library, DMA, etc.) to develop improvements to shuttle services which would better serve daytime needs of students and residents; 4) Support outreach to students through various clubs, and media;
5. **Department of Human Services (DHS) – 1)** Assist DHS in developing a master plan (services and providers) for improved transportation for seniors and persons with disabilities including setting prioritized goals, budget and timelines. 2) Assist with defining staffing needs, funding sources, coordination and advocacy;

6. **Fire Department/Incident Response:** Coordinate with local DHS Emergency Manager in developing a response (including community outreach) during local or regional transportation-connected incidents;
7. **Parks & Recreation:** Work with P&R staff to coordinate shuttle service for community-wide events where traffic mitigation is needed (i.e. July 4<sup>th</sup> fireworks);
8. **Police Department/Railroad Parking:** 1) Work with Police Department and CTDOT to assess the use of RR parking funds for rail-related transportation services. 2) Work with Town Leadership and Police Department to evaluate ways to better integrate railroad parking functions into existing transportation-related services/departments; 3) Evaluate parking rates and initiatives in the region and make recommendations; 4) Evaluate and implement recommendations of pending SWRPA Rail Study;
9. **Local & Regional Meetings/Boards:** 1) Serve as one of two Westport Transit Directors (including serving on Federally Mandated Metropolitan Planning Organization (MPO); 2) Attend local and regional transportation-related meetings and events; 3) Attend Transportation Technical Advisory Group (TTAG) meeting and other related-MPO meetings;
10. **Economic Development:** 1) Work with area employers to assess improved options for public transportation for employees coming to work in Westport including shared cost shuttles, etc.; 2) Work with DMA to develop solutions for improved parking options for downtown merchants and employees including assessing trolley/shuttle service options to alleviate parking during peak shopping and special events; 3) Assess recommendations and development implementation plan for recommendations set forth in the pending SWRPA Bus Study;
11. **Marketing & Media:** Development marketing plan for education and promotion of local and regional transportation news and services (print, web-based, social media, events, etc.);
12. **Customer Support:** Respond to residents' and transportation users (i.e. in-bound employees) questions, comments, complaints and suggestions.

# Westport Citizens Transit Committee (CTC) Interim Report

July - December 2012



**January 10, 2013**

# Westport CTC Mission

The Citizens Transit Committee shall evaluate Westport's bus transit system, including but not limited to routes, usage, cost, and related matters and make recommendations to improve efficiency, service, and value to stakeholders.

The committee shall work in cooperation with the Transit District directors, the Westport Police Department, other town bodies, and outside agencies, including the South Western Regional Planning Agency (SWPRA) which is also conducting an evaluation of Westport's bus transit system.

The committee will be a resource for these bodies and hopefully members will contribute time and expertise in such areas as marketing, publicity, and use of social media in helping promote Westport's transit system.

# Westport Transit District: *Serving our Entire Community*



# Westport Public Transit: Vital to Westport Citizens

Westport Public Transit is available to all - commuters, the elderly, people with disabilities and students in after school programs.

## **Serving Westport Citizens In Need**

- \* Metro-North commuters on railroad parking waiting list and one-car commuter families
- \* Elderly/people with disabilities who cannot drive and need affordable transportation to medical appointments, therapy, shopping and the Senior Center
- \* Students who attend after school religious and extracurricular activities who have no access to transportation

## **Enhancing Westport Quality of Life**

- \* Lessens congestion and pollution, making Westport safer and healthier
- \* Enables employees/nannies/customers to access Westport businesses and families
- \* Encourages and provides access to public facilities (Library, Toquet Hall, Senior Center, Levitt Pavilion, Compo Beach, Longshore, Sherwood Island) and town events
- \* Fosters increased community interaction among riders and leads to new friendships, partnerships and opportunities within Westport

# Westport Transit District (WTD) At-a-Glance



**250+** Commuter riders per day

Over **60,000** rides per year

**10** vehicles used daily

**14,000** hours of service annually

**18 -22** Door to Door trips/day

**7** commuter routes



**36** students daily on average  
using **After School** shuttle



# About Westport CTC

- \* Committee has met 18 times since July 2012 to:
  - \* Better understand Westport Transit District system, its challenges and opportunities
  - \* Hear from key constituents on their transportation needs
  - \* Provide recommendations

"We had a bit of a wake up call in April when the system was critiqued heavily by the (Westport) Board of Finance," said Co-Westport District Transit Director, Jennifer Johnson.

"We are very much listening and learning and hopefully we can go back to the Board of Finance with a clearer picture of what we want transportation to be."

# Who We Heard From...

- \* Norwalk Transit District
- \* Greater Bridgeport Transit
- \* Westport Board of Finance
- \* Former & Current Westport Transit District Directors
- \* Westport Senior Center (Disabled & Elderly)
- \* South Western Regional Planning Agency (SWRPA)
- \* Toquet Hall Director
- \* ITN-Coastal CT
- \* Westport Youth Commission
- \* Westport Police Department/Railroad Parking
- \* Westport PTA
- \* Westport Planning and Zoning

# What We Learned from Transit Experts and Providers

- \* No Public Transit system is self-funding/profitable
- \* CT law provides for CT towns/cities to form Transit Districts in order to qualify for Federal and State public transportation grants
- \* In 1969, Westport citizens voted to create the Westport Transit District
- \* Over the past 6 years, about 67% of the funding for WTD has come through Federal and State Transportation grants

# What Westport Citizens are saying...

## Senior Center

- \* Increased marketing and outreach to overcome low awareness among seniors and those with disabilities
- \* Add Saturday service for Door-to-Door (non ADA)
- \* Pre-paid card for transit services
- \* More special event transportation
- \* Improve scheduling and rider administration support

## Youth Commission

- \* Add monitor to reassure parents about child safety
- \* Increase focus on middle school-aged students
- \* Send out a message to PTA to find out what activities are popular for kids in middle school
- \* Create new programs that incorporate transit – i.e.: *Downtown business after-school internship program with transportation provided from Staples*



# Future Meetings (2013)

- \* Commuters
- \* Mid-Fairfield County Association of Realtors
- \* Downtown Merchants Association
- \* Chamber of Commerce
- \* RTM Transit Committee
- \* Downtown 2020
- \* Green Initiative

# Key Recommendations

# Key Transit Recommendations

- \* Greater integration of **Westport Transit District (WTD)** within Westport Town Government
  - Dedicate town resources and budget for WTD management and administration (budget preparation, marketing, planning/development, administrative support)
  - Consider establishing a Department of Public Transportation or place WTD under an existing Town department
  - Combine or closely coordinate WTD commuter plan and budget with Railroad Parking
- \* Outsourcing WTD operations to Norwalk Transit continues to be the most efficient and cost-effective way to provide public transportation to Westport citizens
- \* Encourage Transit Directors to consider incorporating private, commercial transportation providers to enhance services to the elderly and people with disabilities
- \* Encourage Transit Directors to pursue Federal and State Transportation Grants in conjunction with town planning and zoning initiatives which could include public transportation funding
- \* Create a Strategic Westport Transit Marketing Plan in preparation for and in conjunction with SWRPA's Westport Bus Service Operations & Needs Study and Westport Rail Parking Study to more effectively inform Westport citizens

# Marketing Recommendations

**Awareness among citizens of the existing community bus services in Westport is low.** Many people simply don't know about the specific routes, schedules and fares available to commuters, senior citizens, the disabled and students in after-school programs.

- \* CTC recommends that a Strategic Marketing Plan for the WTD be developed and implemented in conjunction with the SWRPA Westport Bus Service Operations & Needs Study and Westport Rail Parking Study
- \* CTC believes that WTD Transit Directors should consider low cost and high impact opportunities to raise overall citizen awareness, increase ridership and enhance service for Westport citizens

# Westport Transit Marketing Opportunities

- \* Design and distribute a clear marketing message/campaign to inform the community about bus services in Westport.
  - Printed materials and signage at train stations, Senior Center, Town Hall, Library, Toquet Hall, etc.
  - Post easy-to-access WTD information on Town website and with online media
  - Send via regular mail, email and social media WTD information and feedback requests(surveys)
- \* Work with the many supportive organizations, businesses, town departments and local publications in the distribution and posting of the marketing message.
- \* Create buzz-worthy features and events like the recent Guaranteed Ride Home Program, Christmas Tree Lighting, etc.
- \* Regularly and broadly communicate WTD updates/developments

# Recent Westport Transit Accomplishments

- \* Appointment of 2 new Transit Directors
- \* Funding and initiation by SWRPA of the “Westport Bus Service Operations & Needs Study ”
- \* Free taxi voucher program for off-hours travel (Guaranteed Ride Home)
- \* Created an email list for citizens who wish to receive WTD updates
- \* New commuter bus schedule brochures available to public at train stations
- \* New bus signage at Saugatuck station
- \* Created CTC email: [wpctc@westportct.gov](mailto:wpctc@westportct.gov)
- \* CTC Chairman’s Letter to the Editor
- \* Working with local realtors to distribute WTD information to prospective homebuyers in Westport
- \* Westport Dept. of Human Services “[Westport Transportation Resources for Seniors and Persons with Disabilities](#)” guide available online
- \* WCTC Facebook page
- \* Special Event Transportation: Holiday Tree Lighting, Senior Center Meeting

# Westport Transit District in the News...

WestportNews

WestportNOW

 MINUTEMAN  
NEWS CENTER

TheHour.com (New Haven)

WestportPatch

WESTPORT  
Daily Voice

WestportNOW

Westport's 24/7  
News & Information  
Source Since 2003



News

MONDAY, SEPTEMBER 24, 2012

## Opinion: Westport Transit on the Move



By Jim Ross

On behalf of the Westport Citizens Transit Committee, I want to take this opportunity to update Westport residents on some great progress being made for Westport's public transportation services.

For over 40 years, public transportation has been a valuable service for commuters, downtown businesses, seniors, people with disabilities, folks concerned with congestion or who support the "green-initiative," children going to after school activities and citizens who simply want or need to get around Westport.

Though many surrounding towns do not support public transportation like Westport, it certainly is one of the key features and benefits that make Westport a truly unique and amazing place.

This year, there was much discussion about public transportation in Westport which brought a renewed awareness and commitment to this "crown jewel" of Westport. And since June, Westport Transit has really been on the move. Here is an update.

In June, First Selectman Gordon Joseloff formed the Citizens Transit Committee (CTC) which is tasked to evaluate the current transit service and make recommendations for increasing awareness and ridership as well as enhancing our transit services to meet the evolving needs of today's Westport citizens.

The CTC members are Westport residents, transit riders, Westport town officials and citizens interested in Westport public transportation. It has met nearly every week through the summer and is charging into the fall with an active public meeting schedule. The CTC posts its schedule and agenda on the Westport town website and encourages the public to attend.

# Comments? Questions?

For comments, questions, feedback, email us at: [wpctc@westportct.gov](mailto:wpctc@westportct.gov)

## **Westport Citizens Transit Committee Members:**

Jim Ross, Chair

Melissa Salottolo

Carl Lindahl

Carolin Sigal

Peter Gold

Zoe Cohen

James Manning

Terry Giegengack, ex-officio, Assistant Director, Westport Human Services Dept.

Chief Dale Call, ex-officio, Westport Chief of Police

# WESTPORT TRANSIT DISTRICT (WTD)

## OBSERVATIONS & RECOMMENDATIONS

FOR FISCAL BUDGET YEAR 2014-2015

FEBRUARY 2014

### INTRODUCTION:

For over 40 years, Westport's Transit District (WTD) has provided a wide range of transportation services to a large and diverse group of people who live or work in our town. Today, with increasing congestion caused by a car-dominated lifestyle, our town is confronted with multiple transportation-related challenges, including: providing access and parking at our railroad stations, ensuring adequate parking for our business centers, transporting youth and seniors to various activities, and facilitating the ability to walk or bike safely.

For approximately 18 months, in addition to overseeing the Town's contract with Norwalk Transit District (NTD), the Transit Directors and the Citizen's Transportation Committee (CTC) have spent countless hours working to develop a better understanding of the issues, needs and concerns relating to transportation in Westport. The following is a high-level summary of some of the observations and recommendations that have come out of this effort:

### OBSERVATIONS:

- 1. Ridership:** For FY 2013-14 it is projected that the WTD will see the largest **increase in ridership in 10 years:**
  - 10.4 percentage increase over FY 2012-13;
    - The largest increase in ridership is seen in the Commuter Shuttle;
- 2. Service Overview:** Through the contract with NTD, WTD offers six services in Westport which receive various levels funding (percentages shown below) of federal/state grants for operation:
  - The Town of Westport's percent of funding ranges from 0% (ADA services) to 93% (Senior transportation). The funding percentage for the Commuter Shuttle is 17%.

<b>SERVICES:</b>	<b>Projected Ridership</b>	<b>% funded by grants</b>	<b>% funded by Westport</b>
<b>DOOR -TO -DOOR SERVICE:</b>			
<b>Coastal Link ADA</b>	3,300	96.3%	0.0%
<b>Seniors within Town</b>	2,060	49.2%	47.3%
<b>Seniors Town to Town</b>	1,410	0.0%	92.6%
<b>Municipal Dial A Ride</b>	<u>470</u>	95.8%	0.0%
<b>TOTAL</b>	7,240		
<b>FIXED ROUTE SERVICE:</b>			
<b>Business &amp; Commuter Shuttle</b>	64,600	65.2%	17.8%
<b>After school</b>	<u>6,000</u>	64.6%	31.2%
<b>TOTAL</b>	70,600		
<b>TOTAL RIDERSHIP</b>	<b>77,840</b>		

**3. Outsourced Transit – Past v. Present:** As currently structured, the WTD is an example of a 100% outsourced town service:

- Past (1980s)- Full department with transit staff, administrator, supporting staff, bus, drivers and maintenance, grant writing/accounting/reporting;
- Current (1992-current)- All transportation services outsourced to NTD.
  - For nearly 22 years, the Town of Westport has relied on volunteers to oversee the NTD contract and implement a multi-faceted town-wide service.  
**Recommendation: Given the importance of transportation to the Town’s economic health and quality of life, the Transit Directors believes that the town should reevaluate town governance issues surrounding transportation programs and services. In short, create better connections between the services offered by NTD and the town departments and constituents served.**
- The WTD FY2014-15 budget submission includes a memo entitled “Westport Transportation – Moving Westport to A More Sustainable Future”. This memo provides an overview of some preliminary ideas that the Town may wish to consider.

**4. Rates** - Up until this year, the \$1.50 per ride rates charged for fixed route commuter and afterschool services have exceeded state averages. Rates charged for federally mandated ADA services are currently fixed at \$3.00.

- At current fixed rate levels, the annual cost of using the Commuter Shuttle exceeds the cost of a Westport railroad parking permit by an amount ranging from 11% to 140% (percent difference is tied to the frequency of purchasing a monthly rail/bus ticket available through Metro-North);
- Recommendations for revised rate structures are anticipated from the two pending SWRPA studies.

**5. Potential Funding Opportunity** - The Town of Westport currently holds a lease with the State of Connecticut DOT that governs the funding and operations of railroad parking at the Saugatuck and Greens Farm train stations.

- FY2013-14, this lease generated approximately \$1.8 million in income for 1,795 spaces;
- Per this lease, Westport does not pay an annual fee to the State provided that the town agrees to invest all surplus revenue into the improvements and maintenance and “mutually agreed upon rail station services”;
- **Recommendation: The WTD believes that funding to improve transit and safe pedestrian access to the rail stations is arguably a rail station service and that the Town should immediately address this opportunity.**

**WESTPORT TRANSPORTATION**  
**MOVING WESTPORT FORWARD TO A MORE SUSTAINABLE FUTURE**  
**DRAFT – FOR DISCUSSION PURPOSES**  
**JANUARY 7, 2014**

The following outline is a draft of preliminary ideas and recommendations for improving transportation access and alternatives, and the direct connection to enhancing the quality of life for all Westport residents now and into the future.

**WHAT DO WESTPORTERS WANT?:**

- Less traffic;
- Age in place;
- Walk or bike safely;
- Get to work (or ensure employees get to work);
- Be an example for sustainable living;
- Be an desirable place to live for a broad age demographic;
- Responsive in a crisis;
- Government transparency and efficiency.

**WHERE IS WESTPORT NOW?:**

- Road congestion increasing;
- Air pollution getting worse: American Lung Association issued Fairfield County “C” for high particle pollution and “F “ for high ozone days;
- Among the highest percentage of residents age 65 and over in CT (and the US);
- No progress on Transportation Goals set forth in 2007 Town Plan of Conservation & Development;
- Deteriorating transportation infrastructure;
- Limited options for safe walking and biking;
- Pedestrian fatalities on the Post Road;
- Car dominated culture reinforced by government spending patterns (focus on roads & parking);
- Lagging behind neighboring towns in securing Federal Transportation Improvement funding for intermodal improvements;
- No town staff assigned transit roles. Two Selectman-appointed non-paid Transit Directors;
- Continuous cuts in the Town’s transportation budget (forcing RTM restoration);
- Outsourced bus service (Norwalk Transit). +/-**70,000 rides** provided to seniors, disabled, youth, employees and commuters (90% reduction from peak of 700,000) at a Westport **per capita cost of 0.29 cents**;
- Pending SWRPA Rail & Bus studies [note: During 2011 Town budget cycle, Westport denied SWRPA’s request to contribute study funding].

**WHAT SHOULD WESTPORT DO?:**

- Bring transportation oversight and accountability back into town government - currently outsourced and disconnected to town goals and services;
- Recognize the importance of transportation in all town services and programs;
- Develop a greater awareness of and engagement in regional transportation matters including: shared roadway initiatives, rail safety, service upgrades, TOD (Transit Oriented Development);

- Become permanently engaged in addressing ever-changing intermodal transportation needs for all age and business/employment demographics;
- Adopt a culture where the town regularly evaluates strategies for maximizing use, service and funding (ongoing 'business plan development' for all transported related programs & services: seniors, disabled, youth, business, commuters, walkers, bikers).

**HOW DOES WESTPORT GET THERE?**

The quality of life for all Westport residents as well as the economic health of local businesses depends in large part on our community’s ability to address our multi-modal transportation needs. Currently, we are largely “mono modal”: cars dominate our landscape and define our daily life. Creating more options for walking, biking or mass transit is critical to maintaining our quality of life and economic vibrancy.

To get there, we need each Town Department and Board to both recognize and address the transportation component of their job and service to the community. As stated in our Town Plan, “we must meet the challenge of the needs of Westport.... neither ignore necessary changes nor sacrifice the essence of what has made Westport a unique and desirable place to live”<sup>1</sup>.

Since early 2000<sup>2</sup>, Westport has operated under the illusion that a single outsourced vendor with an ever-decreasing budget can somehow solve the Town’s multi-faceted transportation needs. This approach has led Town officials to focus on criticizing performance and cost. In short, externally assigning blame rather than reflecting on what Westport can do to change. The time has come for Westport to engage in plans, budgets and implementation strategies for making multi-modal transportation improvements. Using outsourced vendors to leverage cost and service is just is one piece of a much greater puzzle. The real solutions lie with Westport’s elected officials and town employees learning from the past and moving forward. Here’s how:

- **#1 RECOMMENDATION:** Establish a **WESTPORT TRANSPORTATION COMMISSION** consisting of Town Department heads, elected/appointed Commission & Board members as well as key transit service providers to report and coordinate on transportation-related initiatives & services.
- **#2 RECOMMENDATION:** Formally assign appropriate transportation roles and responsibilities to employees within Town Departments. See attached table: the first column summarizes current transportation-related responsibilities; the second column summaries proposed additions and/or changes.

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<sup>2</sup> 1969 Westport Transit District created. 1977 ridership peaks at 700,000 rides. 2001 Service Agreement signed between the Town and Norwalk Transit District.

**PROPOSED WESTPORT TRANSPORTATION COMMISSION (WTC)  
Westport Town Departments - Coordination of Transportation-Related Services**

**DRAFT – FOR INTERNAL DISCUSSION PURPOSES ONLY\***

\* The following table is meant as a tool to help provide structure around discussions relating to Westport transportation needs [as discussed in the prior 2-page narrative]. It is solely a starting point. It does not presume that any of the suggested changes are the best or only course of action. All suggested roles and responsibilities will be fully vetted internally.

WESTPORT DEPARTMENT/BOARD	CURRENT RESPONSIBILITIES	PROPOSED ADDITIONAL RESPONSIBILITIES
Public Works	<ul style="list-style-type: none"> <li>▪ Road and sidewalk maintenance &amp; improvements;</li> <li>▪ Federal funding (TIP);</li> <li>▪ State/local grants</li> </ul>	<ul style="list-style-type: none"> <li>▪ WTC member;</li> <li>▪ Lead a newly formed WTC Subcommittee on <b>Pedestrian Circulation &amp; Safety</b>. Subcommittee to assist DPW staff in developing a master plan with prioritized goals, budget, timeline, funding sources and community promotion/marketing;</li> <li>▪ Initiate and lead shared roadway initiatives</li> </ul>
Planning & Zoning	<ul style="list-style-type: none"> <li>▪ Update on new developments [transportation impacts, enhancements, mitigation, concessions];</li> <li>▪ Report on town/regional initiatives including examples of improved zoning ordinances, [i.e. Transit Oriented Development]</li> <li>▪ Downtown</li> </ul>	<ul style="list-style-type: none"> <li>▪ WTC member;</li> <li>▪ Assign Downtown 2020 Initiative member to WTC</li> </ul>
Human Services	<ul style="list-style-type: none"> <li>▪ Information resource for senior and disabled transportation services including ITN, Dial-A-Ride, Door-to-Door.</li> </ul>	<ul style="list-style-type: none"> <li>▪ WTC member</li> <li>▪ Lead a newly formed WTC Subcommittee on <b>Senior &amp; Disabled Transportation Services</b>. Subcommittee to assist DHS staff in developing a master plan which describes services and providers and sets prioritized goals, budget and timelines. Subcommittee to assist with defining staffing needs, funding sources, coordination and advocacy. Support the DHS as the lead agency for Westport’s senior transportation services and CT’s mandated ADA services.</li> </ul>

WESTPORT DEPARTMENT/BOARD	CURRENT RESPONSIBILITIES	PROPOSED ADDITIONAL RESPONSIBILITIES
Fire	<ul style="list-style-type: none"> <li>▪ Coordinate with local DHS Emergency Manager in developing a response (including community outreach) during local or regional transportation-connected incidents.</li> </ul>	<ul style="list-style-type: none"> <li>▪ WTC member</li> </ul>
Westport School District	<ul style="list-style-type: none"> <li>▪ Coordinates school busing</li> </ul>	<ul style="list-style-type: none"> <li>▪ WTC member</li> <li>▪ Lead a newly formed WTC Subcommittee on <b>Youth Transportation</b> Services. Assume lead role in coordinating existing after-school programs, assessing after school routes and busing options to connect youth to Westport resources including downtown (Toquet Hall, Library, internships, community service) and Westport Family Y.</li> </ul>
Parks & Recreation	<ul style="list-style-type: none"> <li>▪ None</li> </ul>	<ul style="list-style-type: none"> <li>▪ Coordinate shuttle service for community-wide events where traffic mitigation is needed (i.e. July 4<sup>th</sup> fireworks).</li> </ul>
Police: Railroad Parking	<ul style="list-style-type: none"> <li>▪ Manages permitting</li> <li>▪ Manages custodial services</li> <li>▪ Provides security</li> <li>▪ Manages capital improvements</li> <li>▪ Reports to ConnDOT re: compliance with RR Parking Lease<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>▪ WTC member;</li> <li>▪ Report on parking rates and initiatives in the region.</li> <li>▪ Work with ConnDOT to assess the use of RR parking funds for rail-related transportation services.</li> <li>▪ Consider removing currently defined railroad parking functions from Police Department<sup>2</sup>;</li> <li>▪ Lead a newly formed WTC <u>Interim</u> Subcommittee on <b>Business &amp; Commuter Transportation</b> Services. Interim Subcommittee to be responsible for developing a strategy to</li> </ul>

<sup>1</sup> ConnDOT Lease

<sup>2</sup> Per Internal Audit of Westport Railroad Parking, January 2012

WESTPORT DEPARTMENT/BOARD	CURRENT RESPONSIBILITIES	PROPOSED ADDITIONAL RESPONSIBILITIES
		<p><i>continued from above:</i>            ....integrate business and commuter transportation services including outreach and coordination with DMA, area businesses and commuters.</p>
TBD: Rail Parking (or rename)	<ul style="list-style-type: none"> <li>▪ NA</li> </ul>	<ul style="list-style-type: none"> <li>▪ WTC member;</li> <li>▪ Implement recommendations of Interim Subcommittee. ** Funding for personnel/ infrastructure would come from applying savings obtained by outsourced railroad parking security services<sup>3</sup> ***;</li> <li>▪ Assume lead of WTC <b>Business &amp; Commuter Transportation</b> Subcommittee. Develop plans for improved intermodal access between 'Main &amp; Train' (pedestrian, bike, bus, car);</li> <li>▪ Assume lead role in development and implementation of business and commuter intermodal transportation services including improved shuttle services to rail, downtown and major employers;</li> <li>▪ Work with area employers to coordinate corporate shuttle services.</li> </ul>

<sup>3</sup> Per lead recommendation of 2012 Rail Road Parking fund audit.

**Appendix K      CDOT e-mail regarding the use of excess station  
revenues for shuttle bus operation**

**From:** Bordiere, Craig M [<mailto:Craig.Bordiere@ct.gov>]  
**Sent:** Tuesday, August 26, 2014 8:15 AM  
**To:** Susan Prosi  
**Cc:** Jankovich, Richard T  
**Subject:** FW: Westport Bus Study - Fact Check - Input Requested by 8-27-14  
**Importance:** High

Hello Sue.

With respect to the CDOT/Town lease for their operation and maintenance of the state-owned rail assets at the Saugatuck and Green's Farms rail stations, the Town, as you know, has broad latitude in that Agreement to effect its requirements. The Town has authority to establish an annual operating budget and use annual station parking and other rental revenues to cover the various day-to-day, related expenses.

On its face, ground transportation/shuttle bus services would be considered an operating expense. If the Town were interested in expanding shuttle type service as an amenity to patrons of either facility, it could decide to do that. Funding for existing and expanded service should be covered by annual parking/rental revenues and included in the operating budget.

With respect to excess rail parking/rental revenue that may accrue after each operating year, per Agreement, the Department and Town effectively split the amount. Although the Town is in possession of the state's 50%, it requires authorization/approval from our division to utilize it - namely for projects/services etc related to the stations. The Town is free to utilize its 50% share of the net revenue as it sees fit - whether at/for the stations or other parts of Town.

In attempt to answer your question, "yes" the EXCESS revenue - CDOT portion - could be used to support bus/shuttle expenses. However, it would look first for such expenses to be addressed in the operating budget for the given operating year. The Town too, could decide to use its excess, if deemed necessary, to support the costs, without our approval/concurrence.

Hope this helps.

Craig

*Craig M. Bordiere*

Transportation Supervising Rail Officer  
Connecticut Department of Transportation  
Bureau of Public Transportation  
Office of Rail Operations  
50 Union Avenue, 4th Floor

New Haven, CT 06519

(o) 203.497.3356

(f) 203.497.3394

[craig.bordiere@ct.gov](mailto:craig.bordiere@ct.gov)

From: Susan Prosi [<mailto:prosi@swrpa.org>]

Sent: Monday, August 25, 2014 5:36 PM

To: Bordiere, Craig M

Subject: Westport Bus Study - Fact Check - Input Requested by 8-27-14

Importance: High

Hello Craig,

We are just about to issue the revised preliminary draft Westport Bus Study Final Report, and I'd like to confirm with you that use of excess rail parking revenue can be used to support bus and shuttle services to Saugatuck, subject to CTDOT approval.

I've attached the most relevant pages beginning with Section 3.4.6 Funding, followed by Section 4.0 implementation plan which includes extension of am and pm peak shuttle hours (short term) and rail/downtown connector (short term...after hours extension). Cost estimates are provided in Table 4-1 on page 59. The attachment covers pages 55 – 59. If you'd like the full revised preliminary draft Final Report, I will provide it to you. There will be some more changes. And, we are not releasing the report for technical or stakeholder review until it is ready.

Norwalk Transit (Nancy Carroll), SWRPA (Floyd Lapp and I) and AECOM (Dave Sampson) are meeting on this edition of the draft Final Report on Thursday morning at 10:30 am after the South Western Region MPO meeting.

Your input on this is very important. I'd most appreciate your assistance.

Thank you,

Sue

*Sue Prosi*  
*Senior Transportation Coordinator*  
*South Western Regional Planning Agency*  
*888 Washington Boulevard - 3rd Floor*  
*Stamford, CT 06901*  
*(P) 203.965.4972*  
*(F) 203.316.4995*  
*(E) [prosi@swrpa.org](mailto:prosi@swrpa.org)*

**Appendix L FY 2014 Westport bus system operating and financial statistics**

## Westport Transit District - Westport Services - FY2014 Data

	Fixed-Route	Door-to-Door
Passenger Trips*	63,525	6,678
Vehicle Hours	13,350	5,334
Vehicle Miles	189,821	29,906
Revenue Hours	9,618	3,853
Revenue Miles	128,083	21,746
Total Operating Expense	\$882,768	\$357,068
Farebox Revenue	\$118,441	\$20,574
Cost/Vehicle Hour	\$66.12	\$66.94
Cost/Vehicle Mile	\$4.65	\$11.94
Farebox Recovery	13.42%	5.76%

\* See attached detailed ridership

# Westport Service Ridership FY'14 Statistics

Fixed-Routes	Ridership:												Totals
	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	
After-School Service	0	7	439	686	449	379	480	295	608	382	450	84	4259
Commuter:													
G-1	413	436	371	476	365	345	399	337	411	377	387	468	4775
G-2	417	382	385	408	331	310	359	301	358	371	387	377	4386
S-1	1561	1576	1610	1890	1485	1367	1402	1274	1579	1668	1630	1407	18449
S-2	537	422	499	510	465	438	476	430	500	556	482	495	5810
S-3	1000	841	696	991	771	705	883	734	883	873	864	877	10118
S-4	603	593	511	636	431	452	565	481	545	539	425	432	6213
Imperial Lot	759	781	674	864	729	644	808	718	849	914	875	900	9515
<b>TOTAL FIXED-ROUTE</b>	<b>5290</b>	<b>5038</b>	<b>5185</b>	<b>6461</b>	<b>5026</b>	<b>4640</b>	<b>5372</b>	<b>4570</b>	<b>5733</b>	<b>5680</b>	<b>5500</b>	<b>5030</b>	<b>63525</b>
FY'13 Ridership	4715	4927	4943	5635	4837	4481	6333	5173	6002	6173	5528	5091	
% Change FY'13 to FY'14 (Ave Daily <sup>1</sup> )	<b>8.48%</b>	<b>6.94%</b>	<b>0.38%</b>	<b>2.09%</b>	<b>0.78%</b>	<b>0.43%</b>	<b>14.80%</b>	<b>10.99%</b>	<b>5.54%</b>	<b>9.00%</b>	<b>3.17%</b>	<b>6.23%</b>	

Jan 3, 2014 - Snowstorm; Feb 13, 2014 Snowstorm

<sup>1</sup> Ave Daily: The average daily is determined by dividing total ridership by the number of operating days in the month

Door-to-Door Services	Ridership:												Totals
	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	
Elderly/Disabled (within Town)													
Elderly	157	171	161	213	158	119	126	115	144	149	157	161	1831
CL ADA	223	234	227	249	214	190	216	138	150	189	211	175	2416
<b>TOWN-TO-TOWN</b>													<b>4247</b>
CL ADA TOWN-TO-TOWN	46	60	48	52	15	14	21	9	21	57	65	71	479
Westport TOWN-TO-TOWN	84	135	127	145	97	98	90	127	142	131	150	98	1424
<b>Municipal Dial-A-Ride (within Town)</b>	<b>51</b>	<b>40</b>	<b>31</b>	<b>47</b>	<b>32</b>	<b>43</b>	<b>50</b>	<b>24</b>	<b>46</b>	<b>53</b>	<b>57</b>	<b>54</b>	<b>528</b>
<b>TOTAL DOOR-TO-DOOR</b>	<b>561</b>	<b>640</b>	<b>594</b>	<b>706</b>	<b>516</b>	<b>464</b>	<b>503</b>	<b>413</b>	<b>503</b>	<b>579</b>	<b>640</b>	<b>559</b>	<b>6678</b>
FY'13 Ridership	525	573	510	553	472	468	545	531	610	657	705	534	
% Change FY'13 to FY'14 (Ave Daily <sup>1</sup> )	<b>4.00%</b>	<b>16.00%</b>	<b>11.10%</b>	<b>16.73%</b>	<b>14.67%</b>	<b>5.56%</b>	<b>7.69%</b>	<b>22.22%</b>	<b>17.24%</b>	<b>13.33%</b>	<b>3.13%</b>	<b>0.00%</b>	

**NOTE:** MetroNorth service suspended/scaled back west of Stamford 9/25 to 10/4

# Westport Service Ridership FY'14 Statistics

Fixed-Routes	Ridership:												Totals	
	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14		
<i>After-School Service</i>	0	7	439	686	449	379	480	295	608	382	450	84	4259	<b>4259</b>
<i>Commuter:</i>														
G-1	413	436	371	476	365	345	399	337	411	377	387	458	4775	
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Imperial Lot	759	781	674	864	729	644	808	718	849	914	875	900	9515	<b>59266</b>
<b>TOTAL FIXED-ROUTE</b>	<b>5290</b>	<b>5038</b>	<b>5185</b>	<b>6461</b>	<b>5026</b>	<b>4640</b>	<b>5372</b>	<b>4570</b>	<b>5733</b>	<b>5680</b>	<b>5500</b>	<b>5030</b>	<b>63525</b>	<b>63525</b>

<sup>1</sup> Ave Daily: The average daily is determined by dividing total ridership by the number of operating days in the month

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	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14		
<i>Elderly/Disabled (within Town)</i>														
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<i>TOWN-TO-TOWN</i>														
CL ADA TOWN-TO-TOWN	46	60	48	52	15	14	21	9	21	57	65	71	479	
Westport TOWN-TO-TOWN	84	135	127	145	97	98	90	127	142	131	150	98	1424	<b>1903</b>
<i>Municipal Dial-A-Ride (within Town)</i>	51	40	31	47	32	43	50	24	46	53	57	54	528	<b>528</b>
<b>TOTAL DOOR-TO-DOOR</b>	<b>561</b>	<b>640</b>	<b>594</b>	<b>706</b>	<b>516</b>	<b>464</b>	<b>503</b>	<b>413</b>	<b>503</b>	<b>579</b>	<b>640</b>	<b>559</b>	<b>6678</b>	<b>6678</b>

## Appendix M Study work plan

# WESTPORT BUS OPERATIONS AND NEEDS STUDY

## Study Work Plan – 2/15/2013 – Final

Consultant Services: \$114, 403

### Task 1 - Community and Stakeholder Outreach

The Study will include a thorough, engaging, and responsive public outreach program worthy of the Westport community's long-established interest in public transportation. This study brings together a number of important municipal functions and community interest groups, including the First Selectman, RTM, Board of Finance (BOF), Westport Transit District, Citizens Transit Committee (CTC), Police Department, Planning, and Public Works, among others.

1. Develop and submit public involvement plan (PIP) to SWRPA at study outset.
2. Develop outreach and informational materials (website, fact sheets, social media, video messages, etc.).

*Web material will be hosted by SWRPA, with all necessary components and informational updates provided by the study team.*

3. Conduct up to 12 individual or small group stakeholder interviews. Interviews should be scheduled in blocks of time to minimize the number of travel days.
4. Conduct drop-in sessions at up to six locations (e.g., rail stations, senior center, library, Staples High School, Town Hall) twice in the study process. Sessions will last approximately two hours each.
5. Conduct two public meetings: one to solicit input early in the study (during Task 2 work) and one to present alternatives during Task 4 (prior to establishing a preferred alternative).
6. Conduct two formal presentations at the conclusion of the study to selected audiences (e.g., RTM and Board of Finance, with open invitation to the general public).
7. Host three Study Advisory Committee meetings to coincide with early stages of the study, mid-study analysis and preliminary recommendations, and the Draft Final Plan.

8. Conduct Technical Committee Meetings, as needed.

Deliverables: Outreach materials, website, presentations, meeting summaries

## Task 2 - Existing Conditions and Needs Analysis

The WTD review will focus on the current route operations, ridership levels, operating expenses, revenues and funding, including trends over a ten year period. The objective of the needs analysis is to evaluate the productivity and cost-effectiveness of current and recent route operations, and along with the demographics/trip generator data to assess how well the town's markets are served. Unmet demand will be highlighted in terms of potential for service modifications, new services, or temporal modifications to WTD services to better support mobility in the community.

1. Description of existing transit services in Westport
  - a. WTD
  - b. Coastal Link
  - c. Rail service
  - d. Van pools
  - e. Private employer shuttles
  - f. Taxi providers
  - g. Parking (rail) and related components
2. Analysis of WTD services
  - a. Ridership
  - b. Productivity
  - c. Operating expenses and revenues
  - d. Cost-effectiveness
3. Demographic analysis of WTD service area
  - a. Coordinate with SWRPA for existing mapping/data
  - b. School system forecasts
  - c. Existing transit rider surveys
4. Major trip generators (provided by SWRPA and Westport)
5. Major Transit Generators (Provided by Norwalk Transit District)

6. Marketing – identification of current efforts and their impacts on ridership
7. Identification of strengths, weaknesses, unmet needs, and opportunities
8. Menu of transit options to be explored in Task 3

Deliverable: Technical memorandum

#### Task 3 - Identification of Alternatives

AECOM will develop a series of service alternatives based upon community outreach and the technical needs analysis.

1. Development of up to three operating concepts, including the following:
  - a. Service description (fixed routes, flex routes, demand response, etc.)
  - b. Span of service and annual operating hours
  - c. Fare structure
  - d. Net cost impacts (relative to baseline established in Task 2)
  - e. Governance
  - f. Funding opportunities
  - g. Peer review (conducted by agency peers; coordinated by SWRPA)
  - h. Marketing

Deliverable: Technical memorandum

#### Task 4 - Development of Recommendations

AECOM will work with project partners and the community through a series of working sessions and public feedback sessions to refine selection of a preferred alternative. Service recommendations will reflect the needs and perspectives of commuters, residents, students, and the elderly and disabled who rely on specialized services such as Westport Door-to-Door (ADA and seniors) and Town-to-Town (ADA), as well as the Connecticut Department of Transportation.

1. Draft recommendations fully detailing all necessary operating components

- a. Routes
- b. Schedules
- c. Vehicle requirements
- d. Operating costs
- e. Marketing
- f. Fare structure
- g. Funding opportunities
- h. Governance

Deliverable: Technical Memorandum

#### Task 5 - Implementation, Draft and Final Plans

With acceptance from study partners on the recommendations proposed and resulting modifications through one round of formal comments, the AECOM team will develop an implementation plan to assign costs and a timetable for putting these recommendations into action. AECOM and SWRPA will work together with project partners to ensure that the recommendations put forth are attainable and can be implemented, reflecting realistic financing opportunities.

The Implementation Plan will include performance metrics for ongoing service monitoring after implementation, spelling out specific thresholds for action.

1. Draft Final Report & supporting materials prepared at the time of the implementation plan, incorporating a thorough overview of all public outreach efforts to date
2. Final Report and supporting materials (including presentations, previous draft reports, public outreach materials, etc.)

Deliverables: Draft Final Plan (including Implementation Plan), Final Plan

**Appendix N Westport Bus Operations and Needs Study final  
report presentation**

## Westport Bus Study

### RTM Transportation Committee Meeting

June 3, 2015 7:30 PM, Town Hall

The consultant and WestCOG met with RTM subcommittee members to present the findings of the study and to respond to any questions or concerns of the group. The power point, which is attached, covered the objectives of the project, the history of the Westport bus system, findings from the analyses and the public outreach, and recommendations. Questions raised during the presentation covered issues related to the current and projected need for bus service, the cost of these services, and next steps in the process.

#### Key points:

1. The study objective was to develop a plan that responds to community needs in a cost-effective manner
2. The history of the Westport Bus System goes back to 1974 when it was operated by the town and provided as many as 800,000 trips per year in its hay day.
3. In the mid-1980s the system service had declined and was not reliable due to the condition of equipment. At the request of CTDOT and the Town of Westport, the Norwalk Transit District was contracted to provide the service, which it still does to this day.
4. At present the system consists of five commuter routes, the Imperial Lot shuttle, and door-to-door and ADA services. In the last fiscal year 59,000 trips were provide on the fixed routes and 4,300 on the door-to-door and ADA services.
5. While there is a base of support for bus service, there is insufficient demand for town-wide daytime service.
6. Service should concentrate on connections between the train station, Riverside Avenue, downtown, and the Imperial Lot; and a continuation and modest expansion of the commuter services.
7. Westport should continue to market the bus service and should work with the Norwalk Transit District to take advantage of the intelligent transportation system that will provide real time information and other state of the art information capabilities. This project is in progress and will be operational in 2016.
8. The study final report will be issued. However, a public information session about the study, its findings and recommendations will be arranged in the fall of 2015.

# Westport Bus Study

## FINAL REPORT

December 2015

Prepared for

Western CT Council of Governments

Town of Westport

Connecticut Department of Transportation

U.S. Department of Transportation

# STUDY OBJECTIVES

- Evaluate the WTD Bus and Paratransit Services
- Identify What the Community Wants and Needs for Transit Service
- Develop a Transit Plan That Responds to Community Needs, Wants, and to Measures of Effectiveness

# Background

- Westport Minnybus service began in 1974
  - Daytime “pulse” routes
  - Rail Station shuttles
  - Innovative fare program including annual family passes
- At its height in the 1970s Minnybus provided over 800,000
- By 1992 the service had been substantially reduced due to funding cuts, declining ridership, and poor maintenance
- Westport asked the Norwalk Transit District to operate and maintain the service under contract in 1992, and NTD is still the operator for Westport today

# Westport Bus Service FY 2007 – present

- FY 2007 – 2011
  - 5 Commuter routes
  - Imperial lot shuttle
  - Door-to-Door elderly and ADA services
  - Daytime Route 1
  - After School service
  - 3 special routes: Norden, Nyala Farms, Pepperidge Farms
- FY 2012 added 1 Commuter Route and dropped Daytime Route 1, Norden and Pepperidge Farms
- FY 2013 dropped Nyala Farms
- FY 2015 dropped all after school bus services per FTA regulation
- FY 2016 extended service hours for commuters (10/12/15)

# Fixed Route Ridership

Fiscal Year	Daytime	Commuter	Other
FY2007	20,385	40,118	43,569
FY2008	20,487	42,485	43,862
FY2009	18,119	40,919	32,487
FY2010	15,303	41,735	27,257
FY2011	15,245	42,763	26,463
FY2012	1,431	58,766	7,915
FY2013		59,553	4,285
FY2014		59,266	4,259
FY2015 (10 months)		50,074	4,128

# Total Operating Expenses (Westport Share)

Fiscal Year	Fixed Route	Door-to-Door
FY 2011	\$ 1,056,403 (210,036)	\$ 283,638 (71,122)
FY 2012	\$ 851,742 (170,268)	\$ 292,393 (70,890)
FY 2013	\$ 837,210 (159,549)	\$ 293,316 (88,844)
FY 2014	\$ 882,249 (190,240)*	\$ 287,988 (85,605)
FY 2015 (projected)	\$ 919,292 (206,892)*	\$ 297,073 (77,229)
FY 2016 (projected)	\$ 995,281 (229,093)**	\$ 307,824 (81,266)

\* Includes new \$ 20,000 marketing budget

\*\* Projected budget, which includes a \$ 20,000 marketing budget and \$ 17,000 for a portion of an NTD staff position for Westport planning and service development

# Outreach

- Open Houses
- Citizen's Transportation Committee Meetings
- Technical Advisory Committee Meetings
- Stakeholder Outreach Meetings
- Drop In Sessions
- Rail Station Survey open ended responses

# Findings

- There is a base of support for buses among the public and in town government, and transit is an element of the town's Plan of Conservation and Development.
- Ridership on the commuter shuttles has steadily risen while there is still a multi-year wait list for rail station parking.
- The rail parking permit wait list and wait period have been reduced through effective management and operations.
- Commuter shuttle coverage of the town is excellent but the hours should be extended according to riders and the general public (*Implemented 10/12/15*)
- Door-to-Door services exceed ADA requirements; confusion about the services provided - Senior Service; Municipal Dial-A-Ride; ADA companion service for Coastal Link; NTD Town-to-Town.
- After school services were not in compliance with FTA regulations
- While general public service throughout the town does not seem feasible, there are specific needs that should be addressed in the plan:
  - all day downtown connections to the rail station was mentioned by downtown merchants,
  - services to key elderly housing locations,
  - and service to the new YMCA and Earthplace

# Recommendations

- **Extend Commuter route service span (hours of operation)** *(Implemented 10/12/15)*
- Introduce a daytime connection between Saugatuck rail station, downtown, and the Imperial lot
- If the previous changes are successful, introduce a daytime town circulator in the later years of this program (Years 4-5)
- Provide funds to the NTD (contractor) for a position at the NTD for Westport planning and service development
- Enhance the Imperial Park and Ride lot and market the location and shuttle service as a fully integrated element of the rail program
- Expand marketing of the bus system and take advantage of the new ITS services provided by the NTD
- Support Downtown Master Plan recommendations (e.g. bus shelters and stop signs)

# Operating Plan Implementation

Year	Action	Gross Operating Cost	What This Addresses
1-2	Extend AM and PM service span on Commuter Routes by one hour	\$270,733 - \$329,588	Schedule flexibility, reduce parking demand at station lots
	Additional Marketing/Communications at NTD	\$ 40,000	Additional coordination and marketing/outreach with Westport
2-3	Downtown Connector	\$188,336 - \$223,649	Review operations in Years 1-2. Introduce as feasible a daytime service link between downtown area and train station for residents and visitors, to reduce parking demand at station lots, and to create a quick connection between Imperial Lot and train station for commuters
4+	Town Circulator	\$188,336 - \$235,420	If previous changes are successful, implement as feasible daytime service for trips within Westport to provide a transit option for shopping, work, medical, after-school and other trips as needed.
Total	All Proposals	\$737,405 - \$878,657	

# Other Actions

- Continue to address improvements to the Metro-North Rail Schedule with operating adjustments as necessary
- Monitor and participate in the upcoming Norwalk Transit District Comprehensive Operational Analysis and Facility Needs Assessment
- Support the Westport Downtown Master Plan improvements and Town Plan of Conservation and Development
- NTD should provide regular service monitoring and evaluation reports to the Westport Transit District and town policy makers

SIGN IN SHEET  
 RTM TRANSPORTATION COMMITTEE MEETING  
 JUNE 3 2015

Long Range Planning  
 Committee

NAME	REPRESENTING	E-MAIL ADDRESS
1	SAL LICCIONE CTC	Salliccione200@yahoo.com
2	Jeff Wieser	twieser@optonline.net
3	Carla R. Res	CARLA@CARLARREALTY.COM
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**Appendix O      Westport commuter service expansion October 12,  
2015**

## Westport Transit Expands Shuttle Service



The Westport Transit District announced today that beginning Monday its commuter shuttle service will expand to meet all evening express train service departing Grand Central Terminal to the Metro-North Westport station in Saugatuck.



A billboard at the Westport station promotes Westport Transit District services. (CLICK TO ENLARGE) *Contributed photo*

Schedule enhancements include extending evening service to the Imperial Avenue commuter lot that will include the 8:07 p.m. express from Grand Central arriving in Westport at 9:11 p.m., an announcement said.

According to Westport Transit Directors Jennifer Johnson and Gene Cederbaum, the service expansion is a direct result of public surveys conducted this summer in which respondents requested that buses meet later trains leaving from New York.

“Providing an enhanced breath of service in the evening makes public transportation an even more inviting option to driving to and from the station daily,” said Johnson.

Funding for the enhanced service came after the Federal Transit Administration terminated Westport’s after-school service in June.

“Rather than lose the funding for our fixed-route services, we worked with Norwalk Transit District to reallocate the funding for enhanced rail station services,” said Johnson.

“We will evaluate this new service and if it holds the promise of promoting the use of public transportation, we will seek further funding to make similar service available at the Green Farms Station,” Cederbaum added.

Schedule enhancements include:

<b>S2, S3 and S4</b>	
Grand Central Terminal PM Departures	Saugatuck Rail Station PM Arrivals
5:03	6:12
5:26	6:32
5:46	6:53
6:32	7:36
6:49	7:51

<b>Imperial Lot</b>	
Grand Central Terminal PM Departures	Saugatuck Rail Station PM Arrivals
5:03	6:12
5:26	6:32
5:46	6:53
6:11	7:16
6:32	7:36
6:49	7:51
6:53	8:04
7:12	8:23
7:34	8:45
8:07	9:11

More information about Commuter Rail Access Services in Westport can be found at <http://www.Westporttransit.org>.

Posted 10/07 at 03:45 PM

Westport Service:

Westport Service has been enhanced. Later service hours on the S2, S3, S4 and Imperial Lot Shuttles will *begin October 12, 2015*.

**Westport • Commuter Services**

Commuter services include shuttles to and from Saugatuck and Greens Farms Rail Stations for people living in Westport, as well as shuttles from Saugatuck station to major employment sites in Westport. They are focused on getting passengers to and from work or home in the morning, late afternoon, and evening.

**Schedule Effective October 12, 2015 - Note Changes to S2, S3, S4 and Imperial Lot below**

**Routes Serving Greens Farms Rail Station**

<b>Route G1 - AM</b>				
Coleytown Elem School, North, Long Lots, Morningside, Center, Greens Farms to Station				
<b>Coleytown Elementary School</b>	<b>North &amp; Cross Hwy</b>	<b>North &amp; Long Lots</b>	<b>Greens Farms RR Station</b>	
6:09	6:14	6:17	6:25	
6:55	7:00	7:03	7:11	
7:27	7:32	7:35	7:43	
<b>G1 Evening (PM) Departures from Greens Farms Station*:</b>				
<b>5:53</b>		<b>6:39</b>		<b>7:45</b>
<b>Route G2 - AM</b>				
Long Lots, Bayberry, Meeker, Sturges, Long Lots, Bulkley, Old, Maple, Clapboard Hill, Greens Farms to Station				
<b>Long Lots &amp; Bulkley</b>	<b>Bayberry &amp; Cross Hwy</b>	<b>Meeker &amp; Sturges</b>	<b>Long Lots &amp; Bulkley</b>	<b>Greens Farms RR Station</b>
5:58	6:03	6:09	6:15	6:25
6:39	6:44	6:50	6:56	7:06
7:16	7:21	7:27	7:33	7:43
<b>G2 Evening (PM) Departures from Greens Farms Station*:</b>				
<b>5:53</b>		<b>6:39</b>		<b>7:45</b>

## Routes Serving Saugatuck Rail Station

### Route S1 - Post Rd West/Downtown - AM

597 Westport Ave, Post Rd, Sylvan, Riverside, Saugatuck Rail Station, Riverside, Jesup Green, Post Rd, 597 Westport Ave

Depart 597 Westport Avenue	Sylvan & Post Road	Sylvan & Riverside	Arrive Saugatuck RR Station	Depart Saugatuck RR Station	Riverside & Sylvan	Jesup Green	Post Road & Sylvan	Arrive 597 Westport Avenue
5:55	5:58	6:00	6:05	6:05	6:10	--	6:12	6:15
6:15	6:18	6:20	6:25	6:25	6:30	--	6:32	6:35
6:35	6:38	6:40	6:45	6:56	7:01	7:05	7:08	7:11
6:50	6:53	6:55	7:00	7:06	7:11	7:15	7:18	7:21
7:11	7:14	7:16	7:21	7:30	7:35	7:39	7:42	7:45
7:21	7:24	7:26	7:31	7:40	7:45	7:49	7:52	7:55
7:45	7:48	7:50	7:55	8:06	8:11	8:15	8:18	8:21
7:55	7:58	8:00	8:05	8:19	8:24	8:28	8:31	8:34
8:21	8:24	8:26	8:31	8:35	8:40	8:44	8:47	8:50
8:34	8:37	8:39	8:44	8:53	8:58	9:02	9:05	9:08
8:50	8:53	8:55	9:00	9:21	9:26	9:30	9:33	9:36

### Route S1 - Post Rd West/Downtown - PM\*

597 Westport Ave, Post Rd, Jesup Green, Riverside, Saugatuck Rail Station, Riverside, Sylvan, Post Rd, 597 Westport Ave

Depart 597 Westport Avenue	Sylvan & Post Road	Jesup Green	Riverside & Sylvan	Arrive Saugatuck RR Station	Depart Saugatuck RR Station	Riverside & Sylvan	Sylvan & Post Road	Arrive 597 Westport Avenue
3:48	3:51	3:54	3:58	4:03	4:05	4:10	4:12	4:15
4:15	4:18	4:21	4:25	4:30	4:30	4:35	4:37	4:40
4:40	4:43	4:46	4:50	4:55	5:15	5:20	5:22	5:25
5:00	5:03	5:06	5:10	5:15	5:30	5:35	5:37	5:40
5:25	5:28	5:31	5:35	5:40	5:50	5:55	5:57	6:00
5:40	5:43	5:46	5:50	5:55	6:15	6:20	6:22	6:25
6:10	6:13	6:16	6:20	6:25	6:35	6:40	6:42	6:45
6:45	6:48	--	6:50	6:55	6:55	7:00	7:02	7:05
7:05	7:08	--	7:10	7:15	7:38	7:43	7:45	7:48

**Beginning October 12, 2015, the S2, S3, S4 and Imperial Lot Shuttles will meet additional trains arriving from Grand Central. The additional services are **highlighted below**.**

**Route S2 - AM**

Old Hill, Wilton, Red Coat, Cavalry, Broad, Newtown, Crawford, Partrick, Cranbury, Stony Brook, Woodside, Kings Hwy No, Sylvan, Riverside to Station

Post Rd & Main St	Stony Brook & Old Hill	Cavalry & Broad	Cranbury & Stony Brook	Post Rd	Saugatuck RR Station
5:50	5:56	6:06	6:17	6:21	6:25
--	6:39	6:49	7:00	7:04	7:08
--	7:14	7:24	7:35	7:39	7:43

**Route S2 - PM**

Depart Grand Central Terminal	Arrive Saugatuck RR Station	Depart Saugatuck RR Station
5:03	6:12	6:15
5:26	6:32	6:35
5:46	6:53	6:56
6:32	7:36	7:41
<b>6:49</b>	<b>7:51</b>	<b>7:55</b>

**Route S3 - AM**

Riverside, Post Rd East, Main, Cross Highway, Weston, Ford, Clinton, Compo Rd No, Compo Rd So, Bridge, Riverside to Station

Saugatuck RR Station	Cross Hwy & Compo	Weston & Ford	Clinton & Main	Post & Compo	Saugatuck RR Station
5:59	6:10	6:13	6:18	6:22	6:29
6:43	6:54	6:57	7:02	7:06	7:13
7:13	7:24	7:27	7:32	7:36	7:43

**Route S3 - PM**

Depart Grand Central Terminal	Arrive Saugatuck RR Station	Depart Saugatuck RR Station
5:03	6:12	6:15
5:26	6:32	6:35
5:46	6:53	6:56
6:32	7:36	7:41
<b>6:49</b>	<b>7:51</b>	<b>7:55</b>

**Route S4 - AM**

Riverside, Post Rd East, East Main, Whitney, Roseville, Hills Point, Compo Rd South, Bradley, Compo Beach, Compo Rd South, Bridge, Riverside to Station

Saugatuck RR Station	Post & Compo	Hills Point & Greens Farms	Compo & Bradley	Saugatuck RR Station
--	5:52	5:59	6:03	6:08
5:59	6:09	6:19	6:24	6:29
6:43	6:53	7:03	7:08	7:13
7:13	7:23	7:33	7:38	7:43

**Route S4 - PM**

Depart Grand Central Terminal	Arrive Saugatuck RR Station	Depart Saugatuck RR Station
5:03	6:12	6:15
5:26	6:32	6:35
5:46	6:53	6:56
6:32	7:36	7:41
6:49	7:51	7:55

\*Last evening trip: shuttle will wait up to 30 minutes for delayed trains.

## Imperial Avenue Shuttle

Shuttle leaves Imperial Ave lot during the morning and returns to the lot in the evening. Evening shuttles wait adjacent to the eastbound platform.

IMPERIAL AVE LOT - AM			
Leave Imperial Lot	Arrive Saugatuck RR Station	Train Departs	Arrive Grand Central Terminal
6:02	6:08	6:12	7:16
6:23	6:29	6:34	7:42
6:44	6:50	6:55	8:02
7:13	7:19	7:24 / 7:30	8:28 / 8:45
7:34	7:40	7:52	9:00
7:50	7:56	8:04	9:23
8:19	8:25	8:33	9:42
IMPERIAL AVE LOT - PM			
Depart Grant Central Terminal	Train Arrives	Depart Saugatuck RR Station	Arrive Imperial Lot
5:03	6:12	6:15	6:21
5:26	6:32	6:35	6:41
5:46	6:53	6:56	7:02
6:11	7:16	7:19	7:25
6:32	7:36	7:40	7:46
6:49	7:51	7:55	8:01
6:53	8:04	8:08	8:14
7:12	8:23	8:27	8:33
7:34	8:45	8:49	8:55
8:07	9:11	9:15	9:21

**Appendix P      1993 Marketing Pages and GBTA Presentation**

- when service was needed,
  - why the request could not be accommodated,
  - whether the trip was denied,
  - whether the trip was taken at another time.
3. **Begin designing new route maps/schedules and paratransit brochures** which reflect the revised routes and schedules. These materials will be prepared under contract to a local advertising firm.
  4. **Revise special services to:**
    - eliminate shuttle to Fibro
    - eliminate Mail runs
    - phase out Elderhouse service
    - eliminate scheduled service to King's Highway School
    - operate group trips to Canal Park on sign-up basis for one day a week

### August 1993

1. **Implement marketing program** for the fixed route and paratransit service by:
  - distribute new route maps and brochures
  - institute a community awareness program to make the community aware that services are being improved
  - have operations supervisor familiarize all personnel who would be answering the telephone with the routes and schedules
  - begin outreach to the schools, senior housing, social service agencies, and employers in the community
2. **Make improvements to E&D paratransit service to:**
  - allow people to call up to 5:00 p.m. for service the next day
  - continue with plans to certify people as ADA eligible and create a complete list of users with addresses and emergency numbers.

These functions will be carried out by existing WTD personnel and incorporated into the duties of the Operations Supervisor and other persons answering the telephone. The NTD staff will assist with procedures for certifying persons as eligible for ADA paratransit services.

### September 1993

1. **Make changes to the fixed route structure and schedules.** This will require WTD (with the assistance of NTD) to:

CTRTAP Spring Conference 2015 • Newington, Connecticut

# Marketing for Transit

## GBT Community Engagement



Monday April 20<sup>th</sup> 2015

# Overview

- Serving Bridgeport and the surrounding region with public FR and DR bus service
- 20 local, express and interregional routes
- Commuter and transit connections to Rail (Bridgeport, Derby, Stratford, Fairfield), Ferry (Bridgeport) and other public bus services (Norwalk, Milford)
- Special door-to-door service for seniors and riders with disabilities
- 57 Fixed route buses
- 200 employees





# Today's Topics

1. GBT Marketing
2. Best Practices – Internet Focus
3. Questions and Answers



# Marketing Goals

- Grow ridership
- Build awareness
- Serve the community



# Marketing Principles

“Give riders the info they need, when they want it, in the medium they want it, in language they understand.”

- Relevant
- Flexible
- Clear and Understandable
- Inclusive
- Proactive
- Honest and Transparent – Accurate, Trustworthy and Complete
- Responsive



# Product Quality

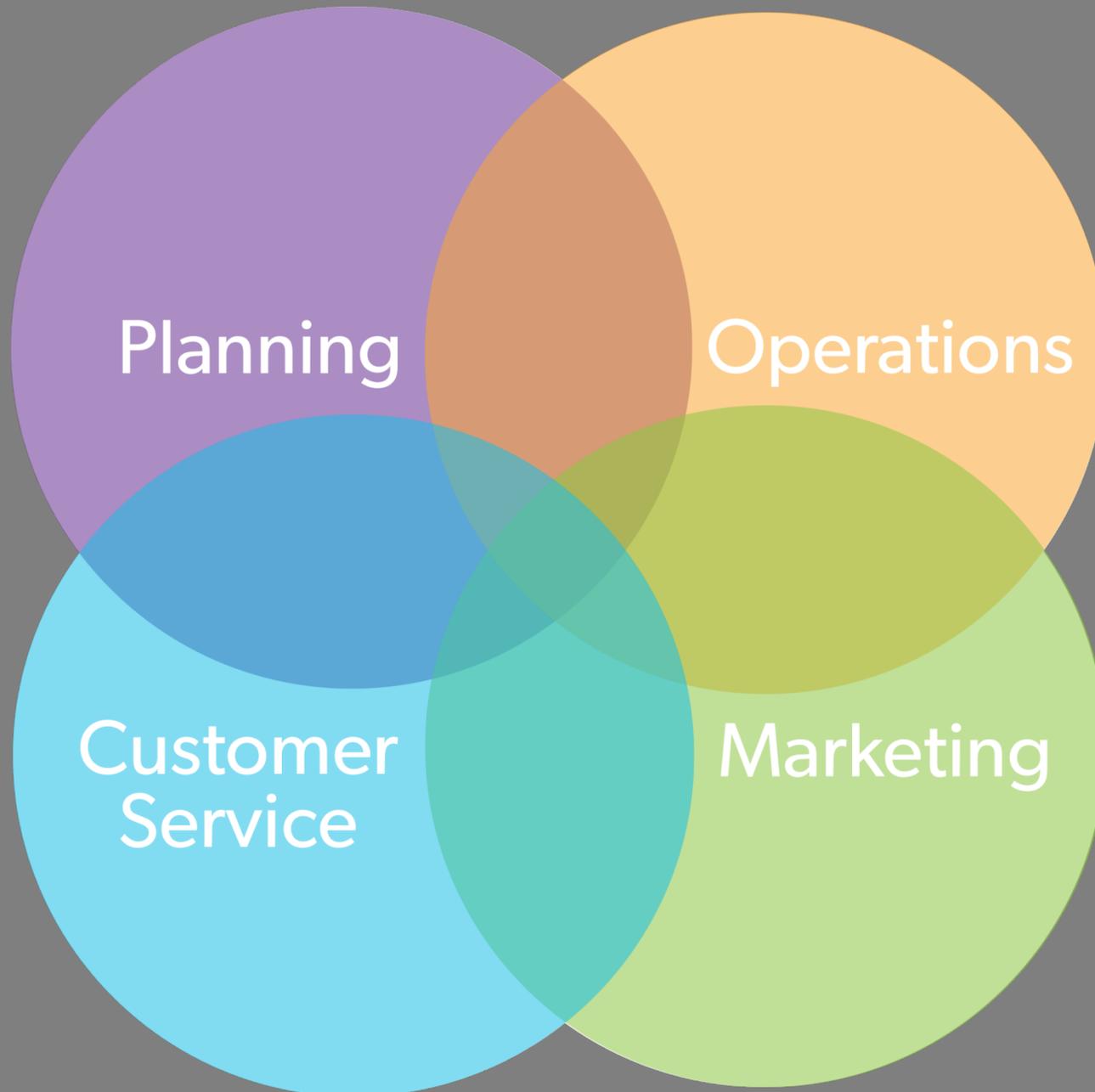
- Staff Attitude
- Fare Structure
- Condition of Fleet/Equipment
- Availability and Condition of Facilities
- Availability and Condition of Amenities/Signs
- Availability and Accuracy of E-Information
- Clarity and Availability of Print Outreach Materials
- Conditions Between Start/End of Trip and the Bus Stop
- Service Planning/Coordinating with Land Use Planning



# Audience

- Riders and Prospective Riders
- Residents
- Local Elected Officials – Cities and Towns
- State Elected Officials - CGA
- Federal Elected Officials
- Funding Source Agencies
- Press and Mass Media
- Community Organizations
- Project Specific (Neighborhoods/Routes etc.)
- LEP

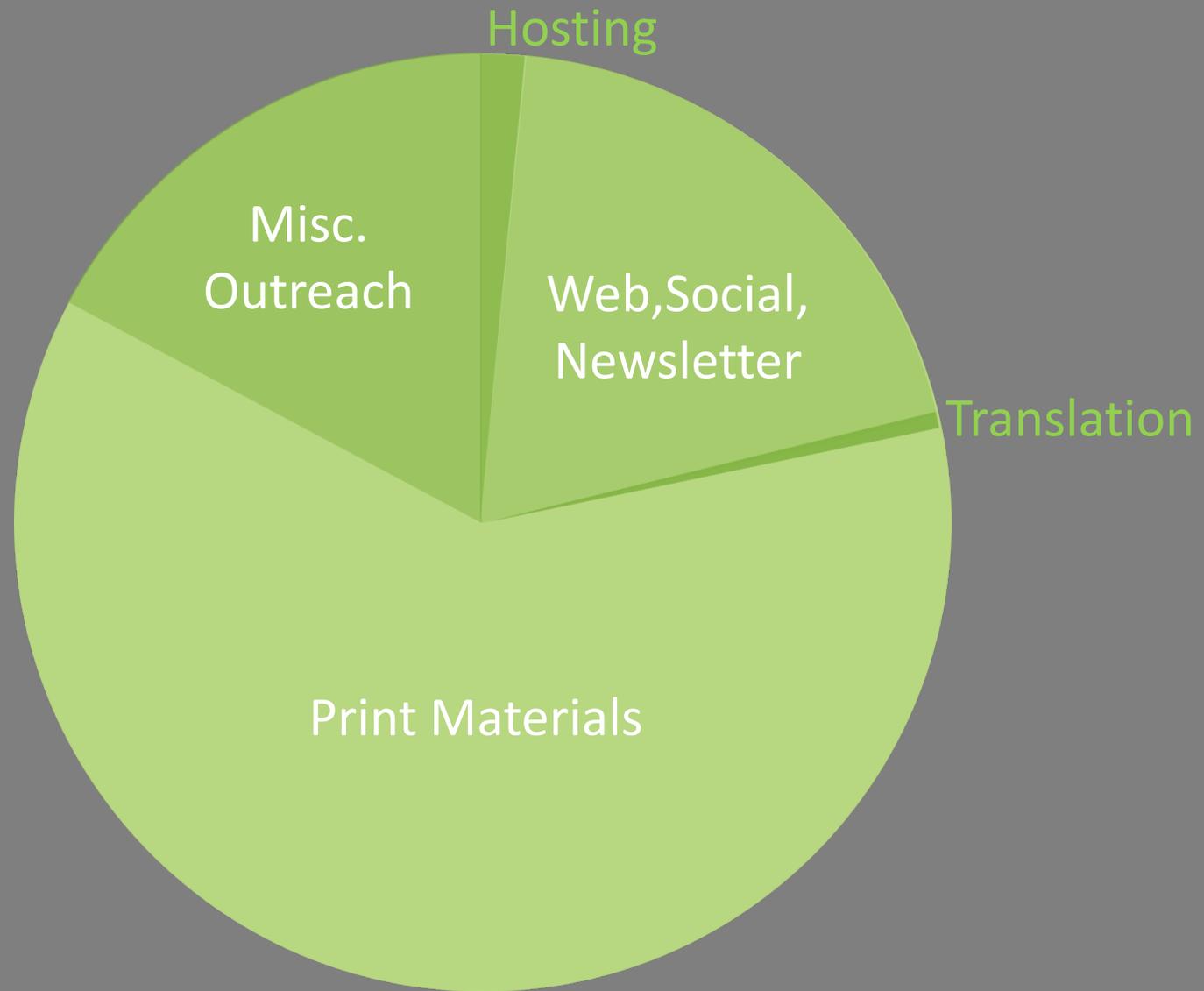
# Organizational Overlap



# Resources



# Marketing Resources



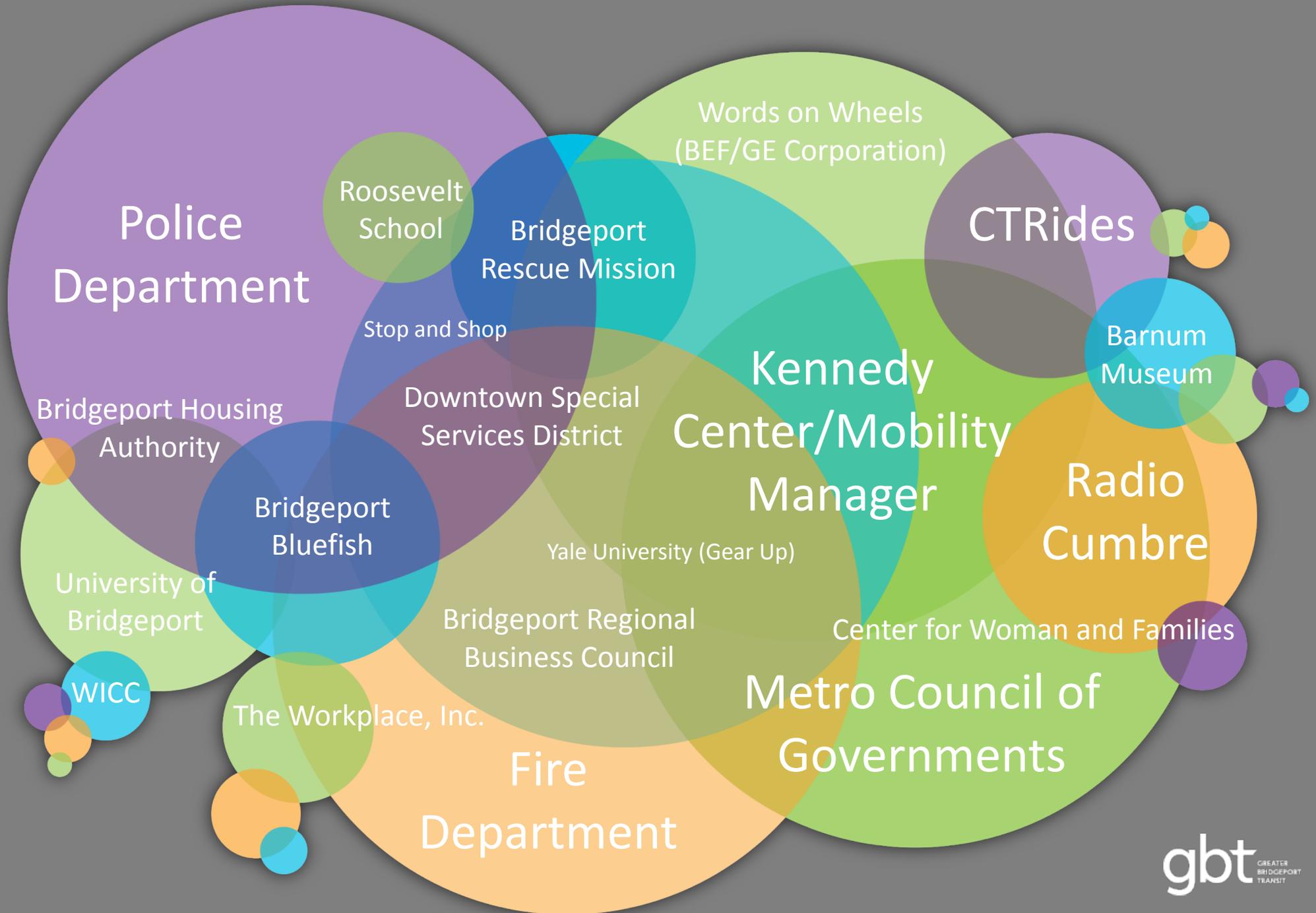
Bridge House Rehabilitation Facility • Washington Heights Senior Living Community • Action for Bridgeport Community Development • Cesar Batal School • Eleno Senior Apartments • Unicare, LLC Retirement and Assisted Living Facility • College at Housatonic Community College • Astoria Park Senior Living • Sycamore Place Apartments • Housatonic Community College • University of Bridgeport Career and Internship Expo • Sheeha Center in Bridgeport • Family Reentry Youth Mentoring Program • Augustana Homes • Bridgeport Low Income Seniors • Bulfinch Haven Technical High School • Porter and Chester Institute in Stratford • Stratford Public Library • Sikorski

# STREET

# LEVEL

# OUTREACH

# Community Partners



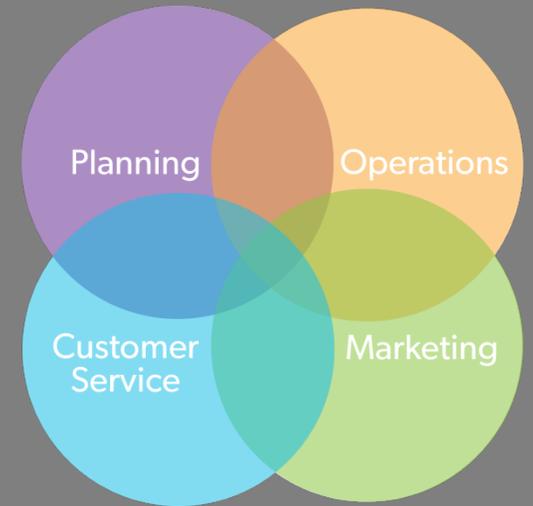
# Events

Words on Wheels • Radio Broadcasts (Live and In Studio) • Earth Day • Tell Us Your Story • Know How To Go Kick-Off • CTrides Kickoff • Open Houses



# Emergency Outreach

- 24/7
- Real-time, responsive
- Relevant, clear, concise
- Transparent
- Bi- or Multi- Lingual
- Broadcast across all mediums



**gbt** GBT - Greater Bridgeport Transit  
Posted by Susan Rubinsky [?] · 3 hours ago

El Servicio Nacional de Meteorología ha emitido una "Advertencia de tormenta de nieve" para el sur de Connecticut, del lunes por la tarde (25 enero 2015) al martes por la noche (26 enero 2015). Habrá una combinación de vientos fuertes, niev... See More



52 people reached [Boost Post](#)

Like · Comment · Share · Hootlet

Miguel Remigio, Armando Garcia, Ma Cari A Bautista and 2 others like this.

**gbt** Write a comment...

**Fernando Valiente** Gracias por mantener informado  
See Translation  
Like · Reply · 2 hours ago

**gbt** GBT - Greater Bridgeport Transit de nada.  
Like · Commented on by Susan Rubinsky [?] · about a minute ago

**gbt** Write a reply...

**gbt** GBT - Greater Bridgeport Transit  
Posted by Susan Rubinsky [?] · Yesterday

**Blizzard Alert#2:**

Due to weather conditions, GBT service will be suspended at 8 PM this evening, Monday, January 26, 2015. It is highly likely that service will also be suspended tomorrow morning.

During the storm, we'll be posting regular updates to [gogbt.com](http://gogbt.com), Facebook and Twitter and will also make announcements via Radio Cumbre (AM 1450), WICC (AM 600) and Connecticut News 12.



1,419 people reached [Boost Post](#)

Like · Comment · Share · Hootlet [22 Shares](#)

Carelys Shnooky Alvarado, Garth Trotto, Governor Mollory and 2 others like this.

**gbt** Write a comment...

**Garth Trotto** Governor Mollory has issued all highways and roads shut down till storm is over  
Like · Reply · Yesterday at 6:50pm

**gbt** GBT - Greater Bridgeport Transit More recent updates are on the GBT page. GBT service for tomorrow has been cancelled.  
Like · Commented on by Susan Rubinsky [?] · 22 hours ago

**gbt** Write a comment...

**Carelys Shnooky Alvarado** Can't wait  
Like · Reply · Yesterday at 6:28pm

**gbt** **GBT - Greater Bridgeport Transit**  
Posted by Susan Rubinsky [?] · 5 hours ago

**Alerta No. 5 sobre clima invernal**

Recordatorio: el servicio de autobuses de GBT estará suspendido en la región de Greater Bridgeport por el resto del día martes 27 de enero de 2015.

Sabemos que todos quieren que se reanude el servicio de ... See More



100 people reached

Boost Post

Like · Comment · Share · Hootlet

1 Share

Ma Cari A Bautista likes this.

gbt Write a comment...

**gbt** **GBT - Greater Bridgeport Transit**  
Posted by Susan Rubinsky [?] · 6 hours ago

**Winter Weather Alert #5**

A reminder: GBT bus service is suspended in the Greater Bridgeport Region for the remainder of Tuesday, January 27, 2015.

We know everyone is eager for bus service to resume. Our crews are working on cleanup and we... See More



1,027 people reached

Boost Post

Like · Comment · Share · Hootlet

3 Shares

Bessie Yeh, Lori Goodson and Dorothy Faye like this.

gbt Write a comment...

# Internet Engagement



Data cited is for 2014 calendar year, unless otherwise noted.

# Sharing Example

**Greater Bpt Transit,**  
Your Tweet got retweeted!

**Greater Bpt Transit**  
[@goGBT](#)

Alert: GBT will be operating regular bus service in the Bridgeport Region today. Riders should expect delays and minor detours.

[04:48 AM - 22 Jan 14](#)

**Retweeted by**

**WTNH News 8** [@WTNH](#)  
To 37260 followers.

Learn more about [@WTNH](#). [View their profile](#)

**Mass Media SHARING to 37,260 followers**



# Marketing Best Practices

- Define Goals
- Define/Rank Audience
- Select Mediums
- Create Messages (content)
- Broadcast
- Engage
- Repeat/Iterate



# Who Is Online?

- 87% - online
- 58% - Facebook
- 59% - Seniors - online
  - Projected growth
- 31% - Seniors - Facebook
  - Projected growth



# Who is on Mobile?

- 90% - cell phone
- 64% - smartphone
- 42% - tablet
- 32% - e-reader
- 7% are “smartphone-dependent” (only access point to internet)



## Responsive Site

- One site works in all screens, devices\*
- Updates in one place
- Easy updates via CMS in-house
- No wait, real-time
- Low Cost, comparatively

\*May not work correctly in older/all devices

## App

- Multiple apps per device/OS
- Multiple updates/ per app
- Software dev team for updates
- Wait time for Apple store approval per update
- High cost, comparatively

# Overview

Jan 1, 2014 - Dec 31, 2014

Customize Email Export Add to Dashboard Shortcut

All Sessions  
100.00%

+ Add Segment

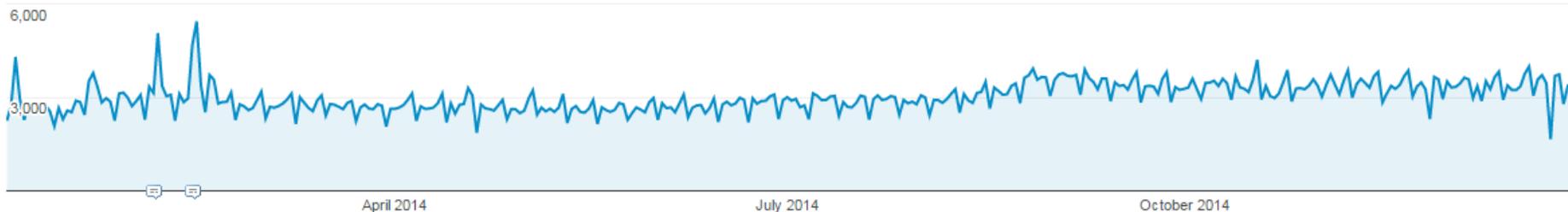
## Explorer

Summary Site Usage Ecommerce

Sessions vs. Select a metric

Day Week Month

Sessions



Primary Dimension: Device Category

Plot Rows Secondary dimension Sort Type: Default

advanced

Device Category	Acquisition			Behavior			Conversions		
	Sessions	% New Sessions	New Users	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
	1,101,354 <small>% of Total: 100.00% (1,101,354)</small>	19.89% <small>Avg for View: 19.87% (0.08%)</small>	219,040 <small>% of Total: 100.08% (218,862)</small>	43.95% <small>Avg for View: 43.95% (0.00%)</small>	2.48 <small>Avg for View: 2.48 (0.00%)</small>	00:02:56 <small>Avg for View: 00:02:56 (0.00%)</small>	0.00% <small>Avg for View: 0.00% (0.00%)</small>	0 <small>% of Total: 0.00% (0)</small>	\$0.00 <small>% of Total: 0.00% (\$0.00)</small>
1. mobile	936,593 (85.04%)	15.41%	144,372 (65.91%)	45.54%	2.36	00:02:56	0.00%	0 (0.00%)	\$0.00 (0.00%)
2. desktop	127,090 (11.54%)	50.06%	63,618 (29.04%)	31.61%	3.34	00:03:03	0.00%	0 (0.00%)	\$0.00 (0.00%)
3. tablet	37,671 (3.42%)	29.33%	11,050 (5.04%)	46.13%	2.68	00:02:29	0.00%	0 (0.00%)	\$0.00 (0.00%)

Show rows: 10 Go to: 1 1 - 3 of 3

This report was generated on 4/17/15 at 1:47:24 PM - Refresh Report

All Sessions  
88.46%

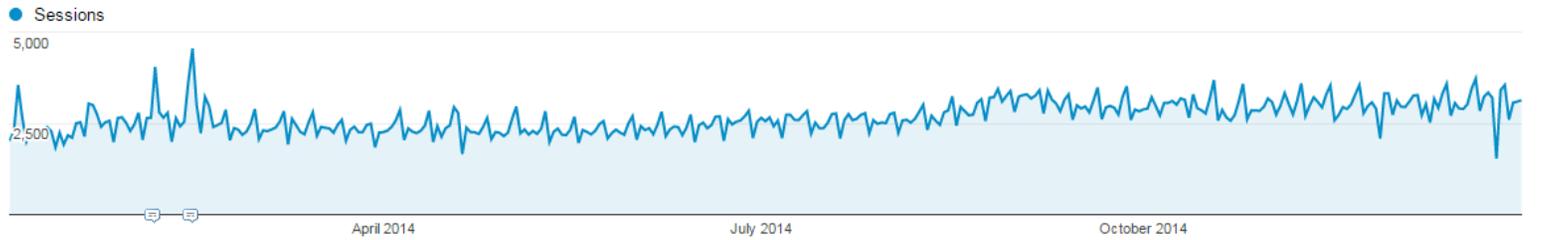
+ Add Segment

Explorer **Map Overlay**

Summary Site Usage Ecommerce

Sessions vs. Select a metric

Day Week Month



Primary Dimension: Mobile Device Info Mobile Device Branding Service Provider Mobile Input Selector Operating System Other

Plot Rows Secondary dimension Sort Type: Default

advanced

	Mobile Device Info	Acquisition			Behavior			Conversions		
		Sessions	% New Sessions	New Users	Bounce Rate	Pages / Session	Avg. Session	Goal	Goal Completions	Goal Value
		974,264 <small>% of Total: 88.46% (1,101,354)</small>	15.95% <small>Avg for View: 19.87% (-19.72%)</small>	155,422 <small>% of Total: 71.01% (218,862)</small>	45.56% <small>Avg for View: 43.95% (3.66%)</small>					\$0.00 <small>Total: (0.00%)</small>
<input type="checkbox"/>	1. Apple iPhone	424,022 (43.52%)	20.86%	88,470 (56.92%)	45.3%					
<input type="checkbox"/>	2. (not set)	47,625 (4.89%)	15.22%	7,249 (4.66%)	46%					
<input type="checkbox"/>	3. Apple iPad	22,092 (2.27%)	34.13%	7,541 (4.85%)	4					
<input type="checkbox"/>	4. Samsung SPH-L710 Galaxy S III	14,466 (1.48%)	9.08%	1,314 (0.85%)	4					
<input type="checkbox"/>	5. Samsung SGH-M919 Galaxy S IV	13,929 (1.43%)	8.23%	1,146 (0.74%)	45.9%					
<input type="checkbox"/>	6. Samsung GT-I9500 Galaxy S IV	13,896 (1.43%)	8.69%	1,208 (0.78%)	41.65%					
<input type="checkbox"/>	7. Samsung SGH T599N	13,560 (1.39%)	9.23%	1,251 (0.80%)	47.17%					\$0.00 (0.00%)
<input type="checkbox"/>	8. Samsung SGH-T999 Galaxy S III	11,413 (1.17%)	6.81%	777 (0.50%)	48.09%	2.29				\$0.00 (0.00%)
<input type="checkbox"/>	9. Apple iPod	11,142 (1.14%)	30.23%	3,368 (2.17%)	48.69%	2.26	00:02:06	0.00%	0.00%	\$0.00 (0.00%)
<input type="checkbox"/>	10. Samsung GT-I9300 Galaxy S III	10,954 (1.12%)	6.83%	748 (0.48%)	46.40%	2.39	00:03:01	0.00%	0.00%	\$0.00 (0.00%)

1,208 different mobile devices in 2014

Show rows: 10 Go to: 1 - 10 of 1208

This report was generated on 4/17/15 at 4:49:52 PM - Refresh Report



# Email Best Practices

“HTML Email is the single most effective marketing tool across all industries.”

(beats out all other on- and off-line marketing activities in performance)

- Quality vs Quantity
  - Content
  - List
- Timing
  - Tues or Thurs Afternoon
  - Weds, anytime
  - Sunday evenings



# Email Best Practices

- Send email address – key person at your agency
- Invite existing contacts to signup
- Promote signup on Site & Social
- Create editorial calendar for year
- Webpage version of each email
- Bi- or Multi- Lingual
- Emergency outreach usurps calendar



Susan Rubinsky <susan@rubinsky.com>

**Know How To Go**

1 message

Doug Holcomb <DHolcomb@gogbt.com>  
 Reply-To: DHolcomb@gogbt.com  
 To: susan@rubinsky.com

Thu, May 29, 2014 at 2:06 PM



[Press Release](#) | [View Webpage](#) | [En español](#)

GBT Newsletter | May 29, 2014

**Know How To Go Kickoff Event**

THU June 5 | 10 AM-12 PM | GBT Bus Station

Please join us for the *Know How To Go* kickoff event at the GBT bus station. *Know How To Go* is a transportation guide for seniors, people with disabilities, and veterans.

This event will highlight the many transportation alternatives available in Connecticut's southwest region for seniors, veterans and people with disabilities. Scheduled speakers include Margaret Mixon, Regional Mobility Manager from the Kennedy Center and GBT CEO Doug Holcomb.



We'll have people on hand to talk with you about travel options and programs. Come and learn more about the many options there are for getting around. Hope to see you there!

**"Transportation is a life-line to economic, educational and health care opportunities, as well as serving simple needs."**

-Wendy Bloch, Founder of Mobility Services, The Kennedy Center, Inc.



**Wheelchair Welcome.**

Access to jobs, medical appointments, shopping and other important community

**Save the Date!**



TOD at Stratford Festival  
 SAT June 7  
 10 am - 5 pm



Susan Rubinsky <susan@rubinsky.com>

**Sepa Cómo Ir**

1 message

Doug Holcomb <DHolcomb@gogbt.com>  
 Reply-To: DHolcomb@gogbt.com  
 To: susan@rubinsky.com

Thu, May 29, 2014 at 2:12 PM



**Lanzamiento del evento "Sepa cómo ir"**

Jueves 5 de junio | 10 a.m. a 12 p.m. | Estación de Autobuses de GBT

Venga al lanzamiento del evento "Sepa cómo ir" que se realizará en la Estación de Autobuses de GBT. "Sepa cómo ir" es una guía de transporte para personas de la tercera edad, discapacitados y veteranos del servicio militar.

En este evento se destacarán las diversas alternativas de transporte disponibles en la región sudoeste de Connecticut para personas de la tercera edad, veteranos del servicio militar y discapacitados. Entre las personalidades que harán uso de la palabra se destacan Margaret Mixon (Gerente del programa Regional Mobility del Kennedy Center) y Doug Holcomb (CEO de GBT).



Habrá personal disponible para informar al público acerca de las opciones y programas de transporte. Venga y entérese de las distintas formas de ir a donde necesite. ¡Nos vemos!

**"El transporte es vital para aprovechar oportunidades económicas, educativas y de atención de la salud, así como para servir hasta las necesidades más simples."**

-Wendy Bloch, Fundadora de Mobility Services, The Kennedy Center, Inc.

**¡Anótelo en su calendario!**



TOD en el Festival de  
 Main Street en Stratford

**Accesible a personas en silla de ruedas.**

A veces ir al trabajo, a las citas médicas, a las tiendas y a otros importantes servicios que necesita la comunidad puede resultar un verdadero desafío. GBT ha tomado medidas para que a los



Greater Bridgeport Transit | One Cross Street, Bridgeport, CT 06610 | 203-366-7070 | info@gobt.com  
Shopping Cart | My Account

Route | Ruta

Schedules & Maps | Horarios y mapas

Rider Information | Información del pasajero

News | Noticias

Earth Day 2015  
Día de la Tierra de 2015

Stand Up 4 Transportation

Driver Safety Awards 2015

Premios 2015 por manejo seguro

Winter Weather Service Status 2/2/15

Blizzard Warning 1/26/15  
Advertencia de tormenta de nieve

2014 Newsletters  
¿Está listo?  
¿Está listo?  
Transit Community Meeting 11/18/14  
Reunión con la comunidad de tránsito - 11/18/14  
Take the Transit Survey  
Particpe en la encuesta de tránsito.  
September Service Changes  
Cambios del servicio en septiembre  
Growing Ridership: Creciente cantidad de usuarios  
GBT Drivers Win Big  
Conductores de GBT se destacan en competencias  
Know How To Go  
Sepa Cómo Ir  
Lanzamiento de la Semana de CTrides  
Earth Day 2014  
Día de la Tierra de 2014  
Service Changes 2014  
Bluefish 2014  
Cambios en un servicio de 2014  
2013 Newsletters  
2012 Newsletters

Events | Acontecimientos

Contact Us | Contactanos

Feedback

Careers

About GBT

## Know How To Go

Know How To Go Kickoff Event  
THU June 5 | 10 AM-12 PM | GBT Bus Station

Please join us for the Know How To Go kickoff event at the GBT bus station. Know How To Go is a transportation guide for seniors, people with disabilities, and veterans.

This event will highlight the many transportation alternatives available in Connecticut's southwest region for seniors, veterans and people with disabilities. Scheduled speakers include Margaret Nixon, Regional Mobility Manager from the Kennedy Center, and GBT CEO Doug Holcomb.



We'll have people on hand to talk with you about travel options and programs. Come and learn more about the many options there are for getting around. Hope to see you there!

"Transportation is a life-line to economic, educational and health care opportunities, as well as serving simple needs."  
-Wendy Bloch, Founder of Mobility Services, The Kennedy Center, Inc.

### Wheelchair Welcome.

Access to jobs, medical appointments, shopping and other important community services can sometimes be a challenge. GBT has made getting there easier for seniors and riders with disabilities. All of the city buses are equipped to safely accommodate convenience wheelchairs and mobility devices.

Priority seating is set aside in the front of the buses. GBT drivers are trained in the safe use of all accessibility equipment and understand the needs of riders with disabilities.

### Learn How To Go.

GBT Telling Your Story 11.17.10



Travel Training is a program that teaches people with disabilities, veterans, and seniors how to use the local bus and rail system safely. Once trained, people find new freedom, self-reliance and success!

Rider Alerts

Apr 3, 2015

Good Friday Service: On Friday, April 3, GBT will be operating Saturday service schedules.

More info...

Bus Tracker

Trip Planner

Buy Passes

System Map

Greater Bridgeport Transit | One Cross Street, Bridgeport, CT 06610 | 203-366-7070 | info@gobt.com  
Shopping Cart | My Account

Route | Ruta

Schedules & Maps | Horarios y mapas

Rider Information | Información del pasajero

News | Noticias

Earth Day 2015  
Día de la Tierra de 2015

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Are You Ready?  
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About GBT

## Sepa Cómo Ir

Lanzamiento del evento "Sepa cómo Ir"  
Jueves 5 de junio | 10 a.m. a 12 p.m. | Estación de Autobuses de GBT

Venga al lanzamiento del evento "Sepa cómo Ir" que se realizará en la Estación de Autobuses de GBT. "Sepa cómo Ir" es una guía de transporte para personas de la tercera edad, discapacitados y veteranos del servicio militar.

En este evento se destacarán las diversas alternativas de transporte disponibles en la región suroeste de Connecticut para personas de la tercera edad, veteranos del servicio militar y discapacitados. Entre las personalidades que harán uso de la palabra se destacan Margaret Nixon (Gerente del programa Regional Mobility del Kennedy Center) y Doug Holcomb (CEO de GBT).



Habrà personal disponible para informar al público acerca de las opciones y programas de transporte. Venga y entérese de las distintas formas de ir a donde necesite. ¡Nos vemos!

"El transporte es vital para aprovechar oportunidades económicas, educativas y de atención de la salud, así como para servir hasta las necesidades más simples."  
-Wendy Bloch, Fundadora de Mobility Services, The Kennedy Center, Inc.

### Accesible a personas en silla de ruedas.

A veces ir al trabajo, a las citas médicas, a las tiendas y a otros importantes servicios que necesita la comunidad puede resultar un verdadero desafío. GBT ha tomado medidas para que a los usuarios de la tercera edad y a los discapacitados les resulte más fácil llegar a donde necesitan. Todos los autobuses de la ciudad están equipados para transportar en forma segura las sillas de ruedas comunes y los aparatos que la gente necesita para desplazarse.

### Noticias de GBT en español

Sea el primero en enterarse. Aproximadamente una vez al mes le enviaremos

Rider Alerts

Apr 3, 2015

Good Friday Service: On Friday, April 3, GBT will be operating Saturday service schedules.

More info...

Bus Tracker

Trip Planner

Buy Passes

System Map

¡Anótelo en su calendario!

GBRC

TOD en el Festival de Main Street en Stratford  
7 de junio de 2014  
10 a.m. a 5 p.m.  
Mesa de TOD para información al público, frente al Milford Bank, cerca del asta de la bandera

Descubra qué es el "Desarrollo basado en el tránsito" para la región y cuál es su impacto sobre el desarrollo económico, la vivienda y el acceso al transporte público. Queremos conocer sus ideas! Visite nuestra mesa en el Festival de Main Street en Stratford. Estaremos frente al Milford Bank, cerca del asta de la bandera.

Reunión pública sobre TOD  
Jueves 26 de junio | 6:30 pm  
Margaret E. Morton Government Center  
(City Hall Annex)  
Conference Rooms A & B  
999 Broad Street, Bridgeport, CT

GBT y el Consejo Regional de Bridgeport (Greater Bridgeport Regional Council) le informarán acerca de Transit Oriented Development (TOD). Allí usted podrá sugerir ideas sobre cómo mejorar el sistema de transporte de Bridgeport, Fairfield, Stratford y Trumbull.

gbt GREATER BRIDGEPORT TRANSIT

## Track My Email Message

Know How To Go – ENG – May 2014 

Subject: Know How To Go

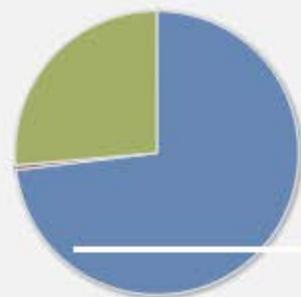
May 29, 2014 2:06:01 PM (Completed in 40 seconds)

**640**  
contacts sent to

[export message data ▾](#)

[create a segment ▾](#)

### Email Impact



26.4%	Opened	169 contacts	705 opens
0.5%	Bounced	3 contacts	
73.1%	No Info	468 contacts	
6%	Clicked	36 contacts	683 clicks

Unsubscribed  0

Complained  0

### Social Impact

	0 TOTAL TWEETS
	0 TOTAL LIKES
	0 TOTAL +1'S
	0 TOTAL SHARES

## Lists and Segments

GBT Newsletter – ENG	343 contacts
GBT Board of Commissioners	10 contacts
GBT Union	1 contacts
Transit Districts /FTA/CDOT/MetroPool	17 contacts
Legislative US	4 contacts
Legislative State Senate	2 contacts
Legislative State House	10 contacts
Chief Elected Officials	5 contacts
Press: Papers	5 contacts
Press TV:	5 contacts
Press Radio	4 contacts
Trade Associations:	5 contacts
PAC	7 contacts
GBRC	4 contacts

## Click Report

<a href="http://knowhowtogoct.o...%20To%20Go%20Guide.pdf">http://knowhowtogoct.o...%20To%20Go%20Guide.pdf</a>		16 contacts	643 clicks
<a href="http://goqbt.com/index...-to-go#travel_training">http://goqbt.com/index...-to-go#travel_training</a>		12 contacts	18 clicks
<a href="http://goqbt.com/index.php?page=know-how-to-go">http://goqbt.com/index.php?page=know-how-to-go</a>		7 contacts	8 clicks
<a href="http://goqbt.com/uploa...tion-Guide-5-29-14.pdf">http://goqbt.com/uploa...tion-Guide-5-29-14.pdf</a>		2 contacts	4 clicks
<a href="http://knowhowtogoct.o...ticle&amp;id=75&amp;Itemid=435">http://knowhowtogoct.o...ticle&amp;id=75&amp;Itemid=435</a>		1 contacts	3 clicks
<a href="http://knowhowtogoct.o...ticle&amp;id=76&amp;Itemid=479">http://knowhowtogoct.o...ticle&amp;id=76&amp;Itemid=479</a>		3 contacts	3 clicks
<a href="https://www.google.com...0x0:0x483e4cf40230e746">https://www.google.com...0x0:0x483e4cf40230e746</a>		2 contacts	2 clicks
<a href="http://goqbt.com/index.php?page=sepa-como-ir">http://goqbt.com/index.php?page=sepa-como-ir</a>		1 contacts	1 clicks
<a href="http://knowhowtogoct.o...ticle&amp;id=80&amp;Itemid=484">http://knowhowtogoct.o...ticle&amp;id=80&amp;Itemid=484</a>		1 contacts	1 clicks

Event Type	Event Name	Event Date	Event Time	Event Location	Event Status	Event Details
Join	John Yeager	2014-05-20	11:58 PM		114 users	
Join	Larry Meier	2014-05-20	07:46 PM		23 users	
Join	Tom Allen	2014-05-20	03:21 PM		13 users	
Join	David Taylor	2014-05-20	02:28 PM		10 users	
Join	John Wilson	2014-05-20	01:58 PM		8 users	
Join	John Santos	2014-05-20	01:31 PM		0 users	
Join	Wanda Black	2014-05-20	05:13 PM		4 users	
Join	Barbara Traper	2014-05-20	01:40 PM		8 users	
Join	No Name	2014-05-20	02:10 PM		8 users	
Join	No Name	2014-05-20	02:11 PM		8 users	
Join	No Name	2014-05-20	02:47 PM		7 users	
Join	Carl Cooker	2014-05-20	00:50 PM		7 users	
Join	Danielle Herbert	2014-05-20	06:13 PM		6 users	
Join	Mark T. Averette	2014-05-20	03:28 PM		8 users	
Join	Charles Coleman	2014-05-20	02:21 PM		8 users	
Join	No Name	2014-05-20	02:07 PM		8 users	
Join	Peggy Smith	2014-05-20	09:26 AM		3 users	
Join	Deborah Vreders	2014-05-20	10:43 PM		2 users	
Join	Wanda Black	2014-05-20	04:13 PM		8 users	
Join	Barbara Traper	2014-05-20	01:40 PM		8 users	
Join	No Name	2014-05-20	02:10 PM		8 users	
Join	No Name	2014-05-20	02:11 PM		8 users	
Join	No Name	2014-05-20	02:47 PM		7 users	
Join	Carl Cooker	2014-05-20	00:50 PM		7 users	
Join	Danielle Herbert	2014-05-20	06:13 PM		6 users	
Join	Mark T. Averette	2014-05-20	03:28 PM		8 users	
Join	Charles Coleman	2014-05-20	02:21 PM		8 users	
Join	No Name	2014-05-20	02:07 PM		8 users	
Join	Peggy Smith	2014-05-20	09:26 AM		3 users	
Join	Deborah Vreders	2014-05-20	10:43 PM		2 users	
Join	Chris Cook	2014-05-20	06:13 PM		4 users	
Join	Scott Ferguson	2014-05-20	01:54 PM		2 users	
Join	Tom Williams	2014-05-20	07:48 PM		1 user	
Join	Estimate Mail	2014-05-20	02:18 PM		8 users	
Join	No Name	2014-05-20	02:37 PM		7 users	
Join	Nancy Wilson	2014-05-20	07:19 PM		4 users	
Join	Caroline Sanderson	2014-05-20	02:58 PM		4 users	
Join	Don Walker	2014-05-20	03:24 PM		4 users	
Join	Lawrence Kelly	2014-05-20	02:21 PM		8 users	
Join	Andrew Apple	2014-05-20	02:17 PM		4 users	
Join	Jan Robert	2014-05-20	02:10 PM		4 users	
Join	Christopher Hager	2014-05-20	01:51 PM		6 users	
Join	Mike O'Hara	2014-05-20	04:17 PM		2 users	
Join	Robert Moore	2014-05-20	04:11 PM		2 users	
Join	SHARBY DUFFY	2014-05-20	04:05 PM		1 user	
Join	Johna Sundry	2014-05-20	03:29 PM		2 users	
Join	Margaret Anderson	2014-05-20	01:14 PM		2 users	
Join	Mary Selig	2014-05-20	01:09 PM		1 user	
Join	Tom Malloy	2014-05-20	01:02 PM		2 users	
Join	John Walsh	2014-05-20	01:41 PM		2 users	
Join	Phyllis Freeman	2014-05-20	01:39 PM		1 user	

Show Expanded Data



# Facebook

- 71% of adult internet users/58% of entire adult population
- High Use among Riders, Residents, Community

Facebook interface for GBT - Greater Bridgeport Transit. The page features a large Earth Day banner with the text "EARTH DAY APRIL 22 GO GREEN 2015 GO PUBLIC" and "GOGBT.COM". The banner includes images of buses and a globe. Below the banner is a navigation menu with options: Page, Messages, Notifications, Insights, Posts, Settings, and Help.

On the left side, there is a profile picture for "gogbt.com" and a "Promote Your Page" section with the text "Reach up to 200,000 people near Bridgeport" and a "Promote Page" button. Below this is an "ABOUT" section with the text "Public bus service in the Greater Bridgeport Region in CT." and the website "http://www.gogbt.com/" with a "Promote Website" button. A "PHOTOS" section is also visible.

The main content area shows a post by Susan Rubinsky from yesterday at 8:12am. The post text is: "Ayúdenos a llenar un autobús con alimentos para gente necesitada. 17 de abril de 8 am a 1 pm 'Stuff a Bus' (Llenemos un autobús) en Stop & Shop de Bridgeport LUGAR: 4531 Main Street, Bridgeport CT 06606... See More". Below the text is a photo of several boxes filled with various food items like cereal, pasta, and canned goods.

On the right side, there is a "Promote" dropdown menu showing "THIS WEEK" statistics: 1 Page Like, 255 Post Reach, 0 UNREAD, 0 Notifications, and 0 Messages. Below this is a "Recent" list of years from 2015 to 2009. At the bottom right, there is a "See Your Ad Here" section with a small version of the Earth Day banner and a "Promote Page" button.

gbt 1 x Compose message...

GBT Facebook x GBT Twitter x GBT G+ x GBRC Facebook x GBRC Twitter x GBRC G+ x PRT Facebook x SR Facebook x SR Twitter x +

+ Add Stream + Add Social Network

**My Posts** GBT - Greater Bridgeport Tr...

**GBT - Greater Bridgeport Transit**  
Apr 17, 8:12am

Ayúdenos a llenar un autobús con alimentos para gente necesitada.

17 de abril de 8 am a 1 pm  
"Stuff a Bus" (Llenemos un autobús) en Stop & Shop de Bridgeport  
LUGAR: 4531 Main Street, Bridgeport CT 06606

Busque el camión de Bridgeport Rescue Mission y entregue un alimento no perecedero. Todas las donaciones son a beneficio de Bridgeport Rescue Mission.



1 like

**GBT - Greater Bridgeport Transit**  
Apr 17, 8:09am

Help Those in Need

April 17 | 8 am – 1 pm  
"Stuff a Bus" at Stop & Shop in Bridgeport  
LOCATION: 4531 Main Street, Bridgeport CT 06606

Help us stuff a bus with food for those in need. Just look for the Bridgeport Rescue Mission truck and drop off a non-perishable food item. All donations to benefit the Bridgeport Rescue Mission.



**Events** GBT - Greater Bridgeport Transit

**Earth Day 2015 | Día de la Tierra 2015**  
By: GBT - Greater Bridgeport Transit

When: Apr 22, 6:30am  
Where: GBT - Greater Bridgeport Transit

[View](#)

**Stand Up 4 Transportation**  
By: GBT - Greater Bridgeport Transit

When: Apr 09, 10:30am  
Where: Great Hall at Union Station, Hartford, CT

[View](#)

**Posts to page** GBT - Greater Bridgep...

**CTrides**  
Apr 17, 12:48pm

Thanks to GBT - Greater Bridgeport Transit for all the events planned for #EarthDay, April 22! #CTrides will be helping out! See what's planned: <http://ow.ly/LK3f2>



GBT - Earth Day 2015  
gogbt.com

**Bridgeport Rescue Mission**  
Apr 17, 8:57am

GBT - Greater Bridgeport Transit and BRM have partnered today at the Stop & Shop Supermarket Co 4531 Main St. Bridgeport to Stuff-a-Truck full of non-perishables! Come support us by making a donation or donating food.



16 shares 44 likes

**Bridgeport Rescue Mission**  
Apr 17, 8:57am

GBT - Greater Bridgeport Transit and BRM have partnered today at the Stop & Shop Supermarket Co 4531 Main St.

**Messages** GBT - Greater Brid...

**Ashlee Cam**  
Apr 09, 11:16am

Bus 2052 is like over 45 mins late. This is highly frustrating

42 comments

**Shirley Ybarra**  
Apr 08, 8:49am

DON'T GIVE MONEY TO BROWARD AND MIAMI BECAUSE SOMEONE IS POCKETING THE MONEY BECAUSE EVERY YEAR DURING TAX TIME THEY FIND IT TO BE CONVENIENT TO BREAK DOWN NOT SHOW UP AT THE EXPENSE OF PEOPLE WHO REALLY NEED IT. THEY IS NO TRANSPARENCY HERE. WHERE IS THE MONEY GOING. ITS NOT GOING TO BROWARD AND MIAMI. THIS NEEDS TO BE EXPOSED

1 comment

**Rajel Lee**  
Apr 02, 9:59pm

ok

12 comments

**Jesenia Ramirez**  
Mar 23, 6:34pm

92 comments

**GBT - Greater Bridgeport Transit**  
Mar 12, 8:26am

The best bet is CL. Rt 5 also goes out to Black Rock, but not as far down Fairfield Ave. as you are going.

**Scheduled** GBT - Greater Bridgeport ...

There are no messages scheduled for this network at this time.



Share while you browse

Get the Hootsuite Chrome extension to quickly share and schedule links, images and videos you visit on the web.

[Install Extension](#)



# Twitter

- 23% of adult internet users/19% of entire adult population
- High use among Legislators, Public Officials, Mass Media



TWEETS 748 FOLLOWING 599 FOLLOWERS 732 FAVORITES 8

Edit profile

### Greater Bpt Transit

@goGBT

Greater Bridgeport Transit - We provide public bus service for people in the Greater Bridgeport, Connecticut, area.

Bridgeport, CT

gogbt.com

Joined March 2010

12 Photos and videos



Tweets Tweets & replies Photos & videos

**Greater Bpt Transit @goGBT** · Apr 17  
Ayúdenos a llenar un autobús con alimentos para gente necesitada.  
17 de abril de 8 am a 1 pm, Stop & Shop de Bridgepot, 4531 Main Street

**Greater Bpt Transit @goGBT** · Apr 17  
Help us stuff a bus with food for those in need. Today, 8 am – 1 pm, Stop & Shop in Bridgeport, 4531 Main Street.

Greater Bpt Transit retweeted  
**Governor Dan Malloy @GovMalloyOffice** · Apr 9  
#StandUp4Transportation b/c federal transportation funding is critical to economic growth in our towns & cities #SU4T

Who to follow · Refresh · View all

-  **BptInfo @BptInfo** ×  
Followed by Housatonic and...  
[Follow](#)
-  **Excel Bridgeport @ExcelBr...** ×  
Followed by GOOD Bridgep...  
[Follow](#)
-  **Funchal Cafe @Funchal\_Cafe** ×  
Followed by CW4BB and ot...  
[Follow](#)

Popular accounts · Find friends

Trends · Change

- #RecordStoreDay
- #nerdland
- #GlobalCitizenEarthDay
- #SRHvsDD
- Budgets



The screenshot displays the Hootsuite dashboard interface. At the top, the browser address bar shows the URL <https://hootsuite.com/dashboard#/tabs?id=14624139>. The dashboard is organized into several columns:

- Sent Tweets goGBT:** Contains three tweets from goGBT. The second tweet, dated Mar 17, 8:27am, is highlighted with a blue box. It reads: "St. Patrick's parade kicks off at noon today in Bpt. Expect minor delays in midday and leave extra time for travel." Below it is a photo of a group of people.
- My Tweets, Retweeted goGBT:** Contains three tweets from goGBT. The first tweet, dated Mar 05, 7:52am, is highlighted with a yellow circle. It reads: "ALERTA: Debido a la tormenta de nieve de hoy, habrá demoras. Información del servicio en [gogbt.com](http://gogbt.com)" and has 1 retweet.
- Mentions goGBT:** Contains several tweets mentioning goGBT. The tweet from CityofBptCT, dated Mar 18, 3:20pm, is highlighted with a yellow circle. It mentions Mayor Bill Finch and a contest. The tweet from CTrides, dated Mar 04, 10:24am, is also highlighted with a yellow circle. It mentions goGBT Driver Safety Award winners. The tweet from QueenQuay8807, dated Mar 01, 4:04pm, is highlighted with a yellow circle. It asks if buses are running tomorrow. The tweet from enacevedo68, dated Mar 01, 10:11am, is highlighted with a yellow circle. It mentions a bus driver heading to a mall. The tweet from CityofBptCT, dated Feb 05, 3:36pm, is highlighted with a yellow circle. It mentions a report on the website [gogbt.wufoo.com/forms/report-i...](http://gogbt.wufoo.com/forms/report-i...). The tweet from ct2bos3, dated Feb 03, 12:42pm, is highlighted with a yellow circle. It mentions an accident on a bus. The tweet from MayorBillFinch, dated Feb 02, 9:29am, is highlighted with a yellow circle. It mentions that all city bus routes will be running by 9.
- New Followers goGBT:** Contains several new followers. The user StrfdRec, dated Mar 18, 2:10pm, is highlighted with a green box. Other followers include nancyuribe61, CrowdTBlogger, Nelsmoney, PrincessxBREEZY, katswitchkitch, and chrissantana72.
- Scheduled Tweets goGBT:** A message states: "There are no messages scheduled for this network at this time." Below this is a "Share while you browse" section with an "Install Extension" button.

# G+/Search

- Search
- Google Local
- Tools
  - Photos/Slideshow

The screenshot shows a Google+ post from the organization 'Greater Bridgeport Transit', shared publicly on April 9, 2015. The post text reads: 'A big shout out to all the folks who joined us at the Stand Up 4 Transportation rally in Hartford today!'. Below the text is a large photo of a man in a black t-shirt and orange sleeves holding a sign that says 'STAND UP 4 TRANSPORTATION'. To the right of the main photo is a vertical strip of three smaller photos showing other participants and officials at the event. At the bottom of the post are interaction buttons: '+1', a share icon, and a text input field labeled 'Add a comment...'. A small caption 'Greater Bridgeport Transit's photos' is visible at the bottom of the main image.



greater bridgeport transit



+Susan [Grid icon] [Bell icon] [Plus icon] [Profile icon]

Web Maps News Images Shopping More Search tools



About 74,700 results (0.24 seconds)

### GBT - Home

[www.gogbt.com/](http://www.gogbt.com/) Greater Bridgeport Transit Authority  
Public bus service in Greater Bridgeport, Connecticut.  
2 Google reviews · Write a review

1 Cross St, Bridgeport, CT 06610  
(203) 366-7070

You've visited this page many times. Last visit: 4/2/15

#### Schedules & Maps | Horario...

Coastal Link - Route | Ruta 8 - Route 1 - Route 3 - Route 4 - ...

#### Coastal Link

Coastal Link. Generate PDF. Print this page. Big Text Size ...

#### Bus Tracker

That is why we are adding a real-time Bus Tracker to this website ...

[More results from gogbt.com »](#)

#### Trip Planner

Not sure what bus to take? The Trip Planner can help you select ...

#### Route | Ruta 8

Effective: October 4, 2014 | Effectivo: 4 de octubre de 2014 ...

#### Route 6

Trumbull Ave. Oakview Dr. & Lindeman Dr. Westfield ...

### Greater Bridgeport Transit Authority - Wikipedia, the free ...

[en.wikipedia.org/wiki/Greater\\_Bridgeport\\_Transit\\_Authority](http://en.wikipedia.org/wiki/Greater_Bridgeport_Transit_Authority) Wikipedia  
Greater Bridgeport Transit (GBT) is a transit service serving the Greater Bridgeport region of the U.S. state of Connecticut. The GBTA provides local bus service ...

### GBT - Greater Bridgeport Transit - Bridgeport, CT - Bus ...

<https://www.facebook.com/GreaterBridgeportTransit>  
GBT - Greater Bridgeport Transit, Bridgeport, CT. 1260 likes · 19 talking about this · 663 were here. Public bus service in the Greater Bridgeport...



Map data ©2015 Google

## Greater Bridgeport Transit

Directions

Bus Line Company · 3.2 mi

Address: 1 Cross St, Bridgeport, CT 06610

Phone: (203) 366-7070

### Reviews

2 Google reviews

Write a review

### People also search for

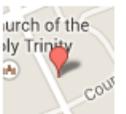
View 15+ more



Norwalk Transit District



Stamford Metro Train Station



Middletown Area Transit



Bridgeport Bus Terminal



HARTransit

Are you the business owner?

Feedback



gbt 1 x v Compose message...

GBT Facebook x GBT Twitter x **GBT G+ x** GBRC Facebook x GBRC Twitter x GBRC G+ x PRT Facebook x SR Facebook x SR Twitter x +

+ Add Stream + Add Social Network

**Home** Greater Bridgeport Transit

**Greater Bridgeport Transit**  
Apr 09, 5:30pm - Public

A big shout out to all the folks who joined us at the Stand Up 4 Transportation rally in Hartford today!

**Bridgeport Hospital**  
Apr 09, 3:05pm - Public

#TBT Patient unit c. 1960

**The White House**  
Apr 09, 4:31pm - Public

Barack and Jamrock.  
<https://instagram.com/p/1QXkvtNHZ>

56 shares 588 +1s 67 replies

**My Posts** Greater Bridgeport Transit

**Greater Bridgeport Transit**  
Oct 29, 2014, 7:39pm - Public

**Greater Bridgeport Transit**  
Sep 30, 2014, 11:07am - Public

Check out the construction site of the new bus hub at Trumbull Mall.

Veá el sitio donde está construyéndose la nueva terminal de autobuses del Trumbull Mall.

**Greater Bridgeport Transit**  
Jul 16, 2014, 11:44am - Public

A big shout out to the CT Rodeo winners.

**Scheduled** Greater Bridgeport Transit

There are no messages scheduled for this network at this time.

Share while you browse

Get the Hootsuite Chrome extension to quickly share and schedule links, images and videos you visit on the web.

Install Extension

**Following** Circle Stream Greater Bridge...

<http://go.wh.gov/cyber-sanctions>  
#CyberSanctions

70 shares 476 +1s 228 replies

**Bridgeport Hospital**  
Apr 01, 4:30pm - Public

Whether you are battling cancer, caring for a loved one or are concerned about your own risk, our 2015 Cancer College in #Trumbull on April 25 can provide you with resources and guidance, featuring sessions from our expert physicians.

<http://ow.ly/L6aTJ>

**The White House**  
Apr 01, 3:25pm - Public

"With the new Executive Order I'm signing today, I'm for the first time authorizing targeted sanctions against individuals or entities whose actions in cyberspace result in significant threats to the national security, foreign policy, economic health or financial stability of the United States." — President Obama: <http://go.wh.gov/cyber-sanctions> #CyberSanctions



# Pinterest

- 28% of adult internet users/22% of entire adult population
- Female dominant
- Brand sharing, shopping
- Infographic sharing



# SFBART

Oakland, CA · www.bart.gov

BART (Bay Area Rapid Transit) provides train service throughout the San Francisco Bay Area. Our main website is www.bart.gov. BART ... and you're there.

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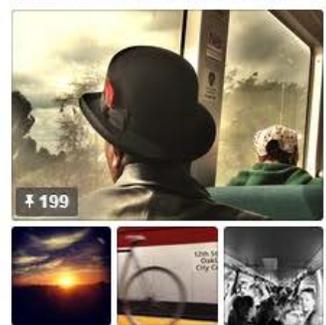
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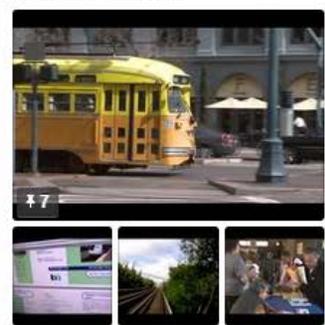
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### Fleet of the Future



4

### Taking BART to special eve...



11

### Celebrating 40 Years of Serv...



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BART Rider

0:09 / 1:13

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Fare Issues

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### Your Guide to Using the Tube in London

Y Yahoo News

Welcome to London! Once you figure out the dollar-to-sterling exchange rate (currently hovering around 1.6 dollars to the British pound) and realize how expensive taxis are, you will soon become an ardent fan of the London Underground, often called the Tube, for getting around this sprawling capital...

public x bus x

Interior Funny People Milton Greene Bus

All Pins You



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**Your Guide to Using the Tube in London**  
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Yahoo Travel || Best of Europe





**Your Guide to Using the Tube in London**

Visit Britain  
Yahoo! Contributor  
December 27, 2012



Underground and regular train services meet at many locales, including Kings Cross (Photo by Britain on View/Vis it Britain)

Welcome to London! Once you figure out the dollar-to-sterling exchange rate (currently hovering around 1.6 dollars to the British pound) and realize how expensive taxis are, you will soon become an ardent fan of the **London Underground**, often called the **Tube**, for getting around this sprawling capital city.

**The Tube is not a subway**  
London's subway system, the oldest in the world, **celebrates its 150th anniversary in 2013**. It's technically called "the Underground," but it is not called "the subway." If you wander into something called a subway in Britain, you will find a pedestrian underpass for crossing a busy traffic circus (intersection). A subway does not lead to the Tube

What to Read Next

**A BROAD ABROAD WATCH: How to Go Full Local in Puerto Rico**  
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NATALIE COMPAGNO

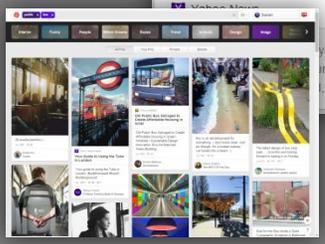
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Your Guide to Using the Tube in London



you figure out the dollar-to-sterling exchange rate (currently hovering around nd) and realize how expensive taxis are, you will soon become an ardent fan often called the Tube, for getting around this sprawling capital...



# Instagram

- 26% of adult internet users/21% of entire adult population
- Mobile only posting

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**Metro Transit** @metrotransitm

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The official Instagram account of Metro Transit in the Twin Cities. Follow for updates, old photos & more. Tag your transit photos #MetroTransitMN. Website: metrotransit.org



metrotransitm  
 28 likes



**Instagram**

**sanjoaquirtd**  
 San Joaquin Reg Transit Dist The regional transportation provider for Stockton and San Joaquin County, RTD will turn 50 on 6/1/2015. "It's Cool to Ride the Bus!"  
<http://www.sanjoaquirtd.com>

56 posts 91 followers 73 following

April 2015

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Official Instagram for NJ TRANSIT - tag us in pictures along your trip with #sightsfromNJT

Twitter: @NJTRANSIT  
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NJ TRANSIT




61 3  
@cheche577 @railroadxing\_44 @isratuga @tony\_merced

f t g+ p p 0 tumblr. +

**njtransit** Happy 80th Birthday Newark Penn! Come join us at the station for a day of music, history and learn about what Newark has to offer! 4w

**standardgauge** Man wish the RR didn't need me today! 4w

**mrs.larchwoodboyz** I am an employee of NJ Transit, Newton Ave..... Love it 3w

**keniabostan** Do u provide any transits from Philadelphia to Wildwood (bus,train)? @njtransit 1w

**njtransit** 1mon Normal  
NJ TRANSIT



**njtransit** It's Transit Driver Appreciation Day! Be sure to thank your favorite bus operator or rail conductor/engineer today #tdad 1mon

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Calgary Transit

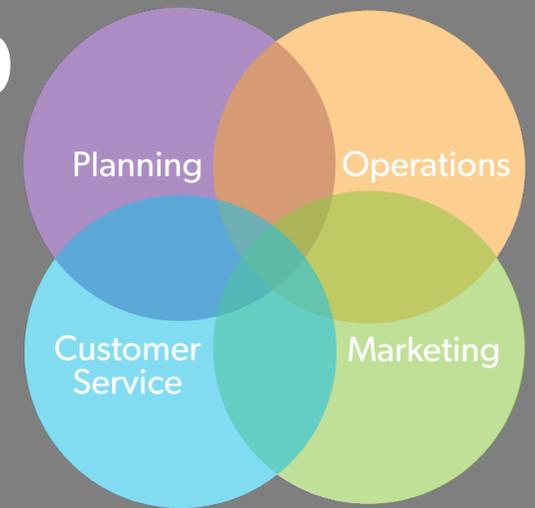
**calgarytransit** Fred (left) lost his wallet on the bus yesterday. It contained a large sum of cash as he was preparing to go home on a trip to Ghana. Bus driver Mustaf (right) found the wallet on a routine check of his bus. He



# Build a Following on Social

- 100% Commitment
- Follow key people, organizations
- Share their content
- Engage with people, orgs online
  - Your Fans/Followers
  - Reviews/Complaints
- Broadcast relevant content

# Customer Service Overlap on Social



- Considerations:
  - Comments/complaints via Social
  - Service questions via Social
  - Response time
  - Redirecting complaints
  - Online comment/complaints forms
  - Followers/fans respond to complaints

# Customer Service Tools

Online Report It Form – All entries are automatically databased

Email Autoresponder

Report It.

Please provide as much detailed information as you can to help us. The more information you provide, the better we will be able to help you. We will help us pinpoint how the problem occurred so we can solve it.

Thank you!

1 When and Where the Incident Occurred 2 Details About the Incident

**Date of Event of Incident:** \*

MM / DD / YYYY

**Time of Event of Incident**

HH : MM : SS AM / PM

**Route Number, if applicable:**

**Location:**

**Bus Number:**

Next Page

Report It. [#877]

1 message

Wufoo <no-reply@wufoo.com> Tue, Dec 16, 2014 at 2:09 PM

Reply-To: gcondon@gogbt.com

To: susan@rubinsky.com, dholcomb@gogbt.com, bbausch@gogbt.com, GCondon@gogbt.com

<b>Date of Event of Incident:</b> *	Tuesday, December 16, 2014
<b>Time of Event of Incident</b>	2:07:00 AM
<b>Route Number, if applicable:</b>	Headquarters
<b>Location:</b>	Cross Street
<b>Bus Number:</b>	0000
<b>Was the bus on time?</b>	Yes
<b>What happened?</b>	Can it really be 5 days since we got a complaint?
<b>Your Name *</b>	Gerri Condon
<b>Email *</b>	<a href="mailto:gcondon@gogbt.com">gcondon@gogbt.com</a>
<b>Phone Number *</b>	(203) 366-7070
<b>Address *</b>	1 Cross Street Bridgeport, CT 06610 United States

Community partners respond to complaints

The screenshot displays the Hootsuite interface with three columns: 'My Tweets', 'Retweets', and 'Home'. The 'My Tweets' column shows posts from 'goGBT' dated April 17, 10, and 10, 2017, discussing bus food drives and fare passes. The 'Retweets' column shows a tweet from 'goGBT' on April 17, 8:11am, which has been retweeted by 'CityofBptCT' and 'MayorBillFinch'. A yellow circle highlights a conversation between 'CityofBptCT' and 'sanabeans' regarding a report form. The 'Home' column shows tweets from 'theoverheadwire', 'PlatformLondon', and 'FoxCT'. The interface includes a top navigation bar with 'Compose message...', a left sidebar with navigation icons, and a bottom status bar.



Resources from today's presentation - [gogbt.com/marketing](http://gogbt.com/marketing)

# Questions & Answers

CTRTAP Spring Conference 2015 • Newington, Connecticut

# Marketing for Transit

## GBT Community Engagement



Monday April 20<sup>th</sup> 2015

**Appendix Q    Transit Related Pages from the Westport Downtown  
Master Plan**



# DOWNTOWN Westport Master Plan



TOWN OF WESTPORT, CONNECTICUT

Final Report | June 4, 2015

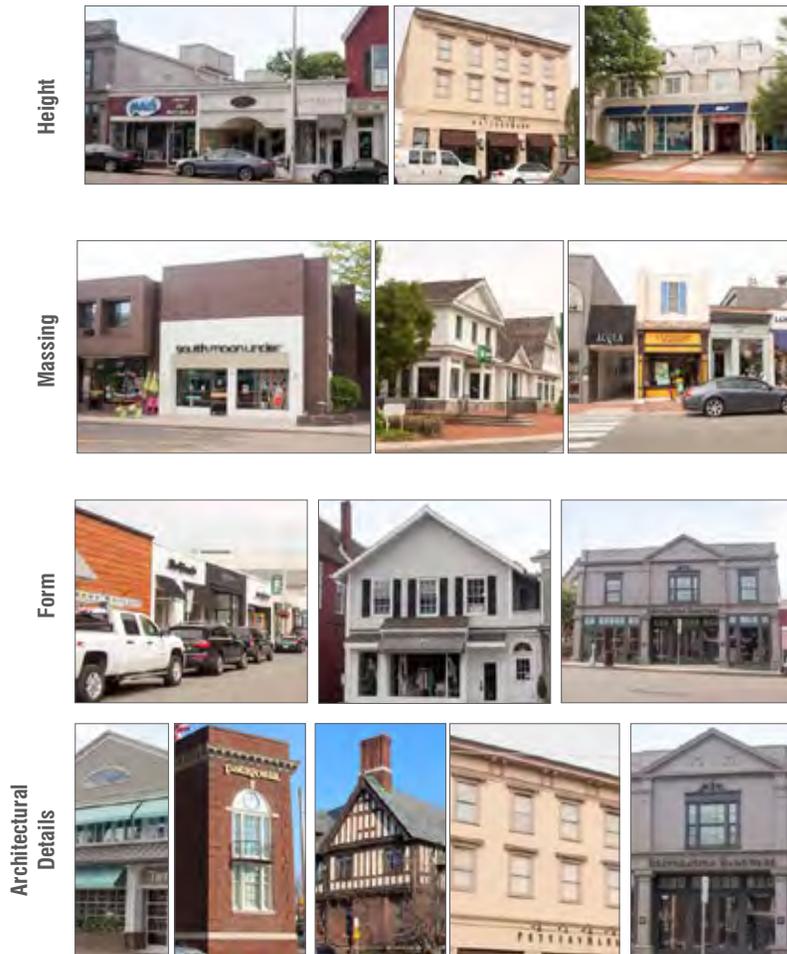


Figure 11: The Village District Study analyzed various design elements, including building elements, which are summarized in this montage.

- ▶ Provide design standards for existing building elements, site elements, the natural environment, and parking lots.
- ▶ Establish a final Village District boundary.

RBA coordinated its efforts with The Cecil Group, the consultant that is leading the Village District Study. Figure 12 highlights the study area boundary of the *Downtown Westport Master Plan* as it relates to the 2007 POCD and the recommended Village District boundary.

## 2014 Westport Bus Service Operations & Needs Study

This study, conducted by SWRPA (now called the Western CT Council of Governments - WestCOG), assessed operations and examined alternatives for expanded service for Westport bus services. Recommendations from this study included:

- ▶ Extend Westport Commuter Route service span (in terms of hours of operation).
- ▶ Introduce a daytime connection between the Saugatuck rail station and Downtown.
- ▶ Introduce, if previous changes are successful, a daytime Town circulator.
- ▶ Westport should provide funding to the Norwalk Transit District (NTD) to support marketing through additional staff or marketing consulting services.

The final draft of study can be downloaded from [www.swrpa.org](http://www.swrpa.org)

## Transit

### Transit: Existing Conditions & Analysis

Fixed route bus, demand response and commuter rail services are currently available in the Town of Westport. The Westport Transit District (WTD), through an operating contract with the Norwalk Transit District, provides fixed route bus transit service and demand response service. The Coastal Link, a fixed bus route which provides service along US-1 in Westport (operating between Norwalk and Milford, Connecticut), is operated jointly by Norwalk Transit District (NTD), the Greater Bridgeport Transit (GBT), and the Milford Transit District (MTD).



Figure 90: The Coastal Link fixed bus route

The WTD fixed route services include seven routes, four (the S1, S2, S3, and S4) that provide commuter shuttle service to Saugatuck Station, two (G1 and G2) that provide commuter shuttle service to Green's Farms Station, and one that provides shuttle service between the Imperial Avenue Lot and Saugatuck Station (see Figure 90 and Figure 91). The S1, S3, and S4, travel through downtown Westport but only operate during peak periods and are only utilized by commuters.

The only full day service in the Town and Downtown is the Coastal Link which operates seven days a week, including during the midday and evening (from 6:10 am to 7:20 pm during the week and on Saturdays, and from 8:30 am to 6:30 pm on Sundays). Buses run every 20 minutes during the peak on weekdays and 60 minutes off peak. On weekends, buses run every 30 minutes during the peak (there is no peak service on Sundays) and 60 minutes during the off peak.

Although there is a bus stop identified on the Coastal Link printed and web-based schedule (at Main Street and Post Road), there are no bus stop signs or transit shelters in Downtown. Outside of Downtown, there are a number of Coastal Link bus stop signs, in addition to one transit shelter.

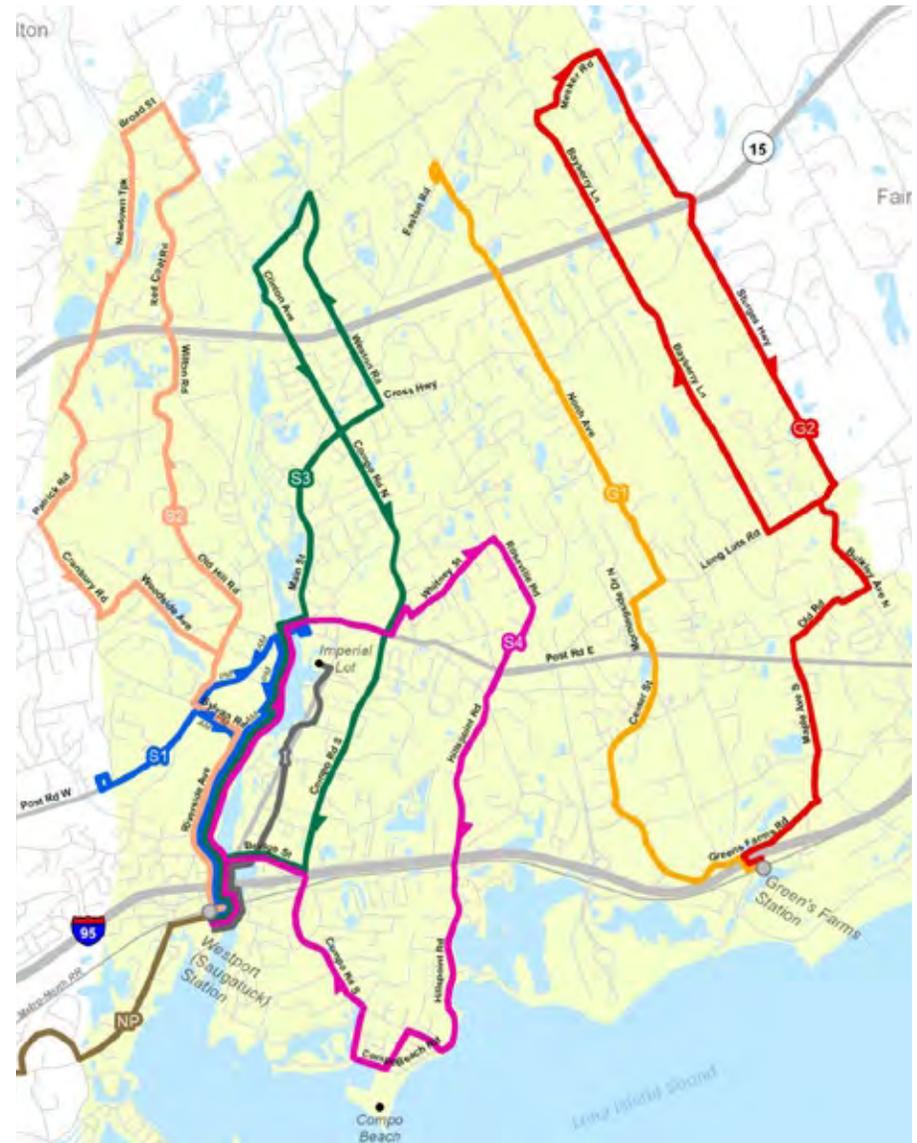


Figure 91: The Westport Transit District route map

WDMA's merchant survey indicated that some employees would be willing to take a shuttle from the train station if better service were provided during non-peak periods. The new connector would make the Imperial Avenue Lot a more appealing parking location for both Downtown employees and customers.

Westport can be accessed by other modes of transportation. MTA Metro-North Railroad provides commuter rail service to Saugatuck and Green's Farms Stations. Private sector services such as taxicabs are available for Westport residents, and major employers provide shuttles for their employees.

The South Western Regional Planning Agency conducted a study to explore ways to improve bus service and enhance public rail connections from both rail stations to work locations. Taxicab service is provided by Westport Star Taxi and Saugatuck Taxi. Rides for seniors are available through the Independent Transportation Network of Coastal Connecticut (ITN) and through NTD.

*Note: At the time of the drafting of this Plan, SWRPA was renamed the Western Connecticut Council of Governments (WestCOG).*

### Westport Bus Service Operations & Needs Study

SWRPA conducted a study to explore ways to improve bus service and enhance public transportation in Westport. The study assessed current bus operations, including fixed route services, services for the disabled, services for the elderly, services to the two Westport rail stations, off-site parking, and after school shuttles. The study addressed these areas and identified ways to better serve residents' travel needs.

While the study focused on commuter routes between Downtown and the rail stations that form the backbone of the system, several observations are relevant to Downtown:

- A lack of daytime connectivity between Downtown, businesses on Riverside Avenue, the Coastal Link bus on Post Road, the Imperial Parking Lot, and Westport (Saugatuck) Station.
- There is no weekend service to serve residential, retail, and recreational areas (e.g., Compo Beach) within Westport. Access to commercial employment in Westport is a week-long need for employees of local businesses. Providing weekend service would enhance mobility for local patrons and might mitigate congestion and parking demand.

Based on these observations (including those focused on the commuter routes), additional outreach, and a subsequent analysis of operations and management, the study identified the following issues and opportunities:

- Core ridership and demand is generated by commuters.
- Expanding service hours will improve flexibility for commuters.
- Need for enhanced connections to Downtown
- Untapped potential for connections between rail stations and Imperial Avenue Lot.
- A growing/evolving need for connections to Town activity centers.

To address these issues, the following preliminary alternatives were developed:

- Modify G1 and G2 to serve Post Road
- Extend Imperial Avenue shuttle by one hour
- Expand AM/PM hours on all routes
- Create a new Saugatuck - Imperial - Downtown Connector (peak direction loop structure; AM to rail station, PM return; seven-hour span (9am-4pm); 20-25 minute frequency
- Community Connector (Alt. 1) - new weekday, midday service; seven hour span (10am -5pm); connects retail/commercial, Downtown, schools, new YMCA; point-to-point route; hourly or half - hourly service
- Community Connector (Alt. 2) - new weekday, midday service; seven hour span (10am -5pm); connects retail/commercial, Downtown, schools, and new YMCA ; loop structure; hourly or half - hourly service

The study is posted online at [www.swrpa.org](http://www.swrpa.org).

### M7: Support Initiatives to Access & Connect Downtown through Public Transit

This Plan supports the findings of the *SWRPA/WTD Bus Study* as they relate to improving public transit connections to and from Downtown, especially the recommendation for a new daytime connector between Saugatuck Station, Imperial Avenue Lot, and Downtown. The Plan also would support additional routes into Downtown. Providing more transit connections through Downtown would help reduce traffic as the hundreds of employees who work in Downtown every day—in addition to visitors—would have an alternative means of transportation to reach Downtown that does not require parking. Reducing vehicular traffic would also benefit the environment.

### M8: Provide Amenities for Public Transit Passengers

Transit amenities such as signs and shelters (see Figure 93 and Figure 94) should be provided for the benefit of passengers and to draw additional ridership. A transit shelter for a new daytime connector route, which could also serve the Coastal Link, should be installed along with a route map and schedule, at the intersection of Post Road and Main Street and at the Imperial Avenue Lot, with additional signs placed at appropriate locations along the route. At the time of the drafting of this Master Plan, SWRPA (now WestCOG) was in the process of undertaking the *Westport Rail Stations Parking Study*, which will explore—among many other strategies—providing more amenities for passengers.

EXISTING CONDITIONS



Figure 92: A shuttle bus awaits passengers at the Imperial Avenue Lot



Figure 93: A bus map and schedule affixed to a parking sign pole at the Saugatuck Station

EXAMPLE



Figure 94: A bus shelter

**Appendix R      CT Statutes and District By-Laws**

## Connecticut Code

# 2009 Connecticut Code

## Title 7 Municipalities

### Chapter 103a Transit Districts

- Sec. 7-273b. Legislative finding. Definitions. Formation of district. Withdrawal.
- Sec. 7-273c. Board of directors. Bond required of officers and employees.
- Sec. 7-273d. Assumption of Transportation Department powers relative to transit system within district. Appeals.
- Sec. 7-273e. Acquisition or establishment of transit districts and transportation centers. Eminent domain.
- Sec. 7-273f. District budget. Audit of accounts.
- Sec. 7-273g. Bond issues. Temporary notes. State guarantee.
- Sec. 7-273h. Liability of district. Joint assumption of liability imposed upon district officer, agent or employee.
- Sec. 7-273i. Transfer of employees when company acquired by district.
- Sec. 7-273j. Collective bargaining.
- Sec. 7-273k. Contracts for mass passenger transportation service. Grants. Borrowing powers.
- Sec. 7-273l. Application for state funds. Distribution formula. Conditions for receiving funds. Municipal transit service. Regulations.
- Sec. 7-273m. Distribution formula exception.
- Sec. 7-273n. State matching grants for elderly and handicapped demand responsive transportation programs.
- Secs. 7-273o to 7-273z.

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2009 Connecticut Code  
Title 7 Municipalities  
Chapter 103a Transit Districts  
Sec. 7-273b. Legislative finding. Definitions. Formation  
of district. Withdrawal.

Sec. 7-273b. Legislative finding. Definitions. Formation of district. Withdrawal. (a) It is hereby found and declared that the development, maintenance and improvement of systems for the transportation of people and goods within the state, and particularly within the metropolitan areas of the state, by rail, motor carrier or other means of land transportation are essential for the welfare of the citizens of the state and for the development of the state's resources, commerce and industry, that the development and maintenance of modern, efficient and adequate systems of mass transportation are required; that private enterprise lacks financial or other resources necessary to provide such systems of mass transportation; and, that the formation and operation of transit districts with the powers enumerated in this chapter are thus a public necessity.

(b) As used in this chapter:

(1) "Transit facilities", "transit services" and "transit system" include motorbus, minibus, tramline, monorail, rapid transit or other land transportation systems for the mass movement of persons and goods between locations within and between municipalities, including real property and interests therein, and equipment and facilities incident to the provision, operation, administration and maintenance of such transit system. The term "transit facilities" also includes a "transportation center", as defined in subdivision (2) of this subsection, and "parking facilities", as defined in subdivision (3) of this subsection;

(2) "Transportation center" includes a station or terminal for passengers and goods in local, intrastate or interstate transit by any rail, bus or other land transportation system, land, buildings, structures, parking facilities, roads and other improvements, equipment and facilities, and includes a station or center containing commercial, office, retail or other facilities which are necessary or incidental to transportation purposes or uses or which the district, by its board of directors, determines are not presently needed for such transportation purposes but should be included in such center for use in the future as the need arises. Those portions of existing buildings and properties acquired for a transportation center which are not used or have no potential for future use for transportation purposes may be used and improved for such commercial, office, retail or other uses which the district, by its board of directors, determines are necessary or appropriate to finance or operate those portions of the transportation center which are devoted to such transportation purposes or to finance or operate other activities of the district; and

(3) "Parking facilities" mean one or more lots, garages, parking terminals or other structures and accommodations for the parking of motor vehicles off any highway, as defined in section 14-1.

(c) Nothing in this chapter shall prohibit the continuation of any transit district formed under any special act.

(d) Any town, city or borough may, by itself or in cooperation with one or more other municipalities, form a transit district, in the manner and for the purposes hereinafter provided. The district shall be a body corporate and politic, and may sue and be sued, plead and be impleaded, hold and convey real or personal estate, adopt and alter a common seal, borrow on the faith and credit of the district for its purposes under this chapter, and, in addition to the powers authorized by this chapter or any other chapter of the general statutes, shall have such other powers as are necessary or incident to carrying out the powers and purposes of this chapter.

(e) The legislative body of any municipality may vote to establish a transit district or to join with any one or more municipalities to form such a district. Any municipality may at any time be included in the district if the legislative body thereof so votes and if accepted by a majority vote of the directors of the transit district. Any municipality may be an ex-officio member of another transit district if the legislative body thereof so votes and if accepted by a majority vote of the directors of such other transit district. An ex-officio member shall not have the right to vote. The district may contract with any town to supply transit service therein. It may also provide charter service.

(f) Any municipality included in the district may withdraw therefrom if the legislative body thereof votes to do so. In such case the board of directors of the district, including the members chosen from the withdrawing municipality, shall determine the share of the district's expenses and obligations remaining due from the municipality. The municipality shall pay or secure such amount to the district before such withdrawal shall become effective.

(g) Whenever any transit district is formed under the provisions of this chapter, no provision of chapters 244, 244a, 244b, 277, 281 and 285 shall apply to the operation of transit systems by such district.

(1961, P.A. 507, S. 1; 1972, P.A. 261, S. 1; P.A. 73-2, S. 6, 7, 11; P.A. 77-463, S. 1; P.A. 78-305, S. 1, 5; P.A. 83-469, S. 2, 5; P.A. 85-246, S. 2; P.A. 99-82, S. 1, 4.)

History: 1972 act inserted new Subsecs. (a) to (c) re necessity for public transit, definitions and protection of previously formed transit districts, relettered former Subsec. (a) as Subsec. (d) and granted power to carry out provisions of chapter, deleted former Subsec. (b), relettered former Subsecs. (c) to (e) as Subsecs. (e) to (g)

and replaced references to actions of electors with references to actions of the legislative body and extended scope of Subsec. (g) to include all transit systems; P.A. 73-2 amended Subsec. (d) to give districts borrowing power and amended Subsec. (e) to remove requirement that district members be contiguous municipalities; P.A. 77-463 redefined "transit facilities" to include transportation centers and defined "transportation center" in Subsec. (b); P.A. 78-305 added multiple-use provision re transportation centers in Subsec. (b); P.A. 83-469 redefined "transit facilities" to include parking facilities, changed the term "parking areas" to "parking facilities" and defined "parking facilities" in Subsec. (b); P.A. 85-246 redefined "transit facilities", "transit services" and "transit system" in Subsec. (b)(1) to exclude street railways which were previously included; P.A. 99-82 amended Subsec. (e) to authorize any municipality that is a member of a transit district to become a nonvoting, ex-officio member of another transit district, effective July 1, 1999.

Cited. 235 C. 1.

Subsec. (f):

Trial court properly determined that where transit district ceased to exist after all four municipal members withdrew and formed a new transit authority, which assumed all assets and liabilities of the former transit district, the requirement that former transit district's board of directors determine the share of the district's expenses and obligations remaining due from each municipal member was obviated. 101 CA 243.

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2009 Connecticut Code  
Title 7 Municipalities  
Chapter 103a Transit Districts  
Sec. 7-273c. Board of directors. Bond required of  
officers and employees.

Sec. 7-273c. Board of directors. Bond required of officers and employees. The affairs of the district shall be managed by a board of directors chosen from among the electors of the constituent municipalities as follows: Each municipality shall have at least one director. Municipalities with a population, according to the most recent federal census, from twenty-five thousand to one hundred thousand, inclusive, shall have two directors. Municipalities with a population over one hundred thousand shall have four directors. The directors shall be appointed for terms of four years, except that, in municipalities having more than one director, one-half of those first appointed shall serve for two years and one-half for four years, their successors to serve for four years each. Any municipality in respect to which a vacancy on the board occurs shall fill it for the unexpired portion of the term. Section 9-167a shall apply to the appointment of the directors representing each municipality. The directors shall be appointed by the elected chief executive of a city or borough, the board of selectmen in the case of a municipality in which the legislative body is a town meeting or by the board of selectmen of a town with the approval of the legislative body. Notwithstanding the provisions of this section, directors appointed from any municipality which is a member, or becomes a member, of any transit district in existence on May 18, 1972, shall be appointed by the legislative body of each municipality or the board of selectmen in the case of a municipality in which the legislative body is a town meeting. The population of each municipality according to the most recent federal census shall be divided by the number of directors representing such municipality. Each member of the board of directors shall be entitled to cast that number of voting units which is the multiple the population he represents, rounded to the nearest one hundred, is of the smallest population represented by a member, rounded to the nearest one hundred. The directors shall meet at least four times annually or more often on the call of the chairman and shall elect officers from among their number. They may adopt bylaws and rules for the conduct of the affairs of the district. They shall appoint and fix the salary of a district manager, who shall be the chief executive officer of the district, and such other employees as are required for district purposes. Each officer or employee of such district who is the repository or custodian of any funds of such district shall give such bond as is required by the board of directors, with sufficient surety, conditioned on the faithful discharge of his duties. The premium upon such bond shall be paid by the district.

(1961, P.A. 507, S. 2; 1972, P.A. 261, S. 2; P.A. 73-2, S. 8, 11; P.A. 83-587, S. 7, 96; P.A. 94-59, S. 1.)

History: 1972 act added specific provisions governing appointment of directors by selectmen, elected chief executive or legislative body; P.A. 73-2 added formula for determining voting weight of each director and required bonds for officers and employees handling funds; P.A. 83-587 made a technical amendment; P.A. 94-59 added provisions that appointments be made by the board of selectmen in the case of a municipality in which the legislative body is a town meeting.

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2009 Connecticut Code  
Title 7 Municipalities  
Chapter 103a Transit Districts  
Sec. 7-273d. Assumption of Transportation  
Department powers relative to transit system within  
district. Appeals.

Sec. 7-273d. Assumption of Transportation Department powers relative to transit system within district. Appeals. Upon written notice to the Department of Transportation, to the chief executive officer of a private transit system, and to the elected chief executive officer of each municipality composing the district, the district, by its board of directors, may assume all powers of the Department of Transportation to regulate and supervise the operation of any such transit system within the district, provided that such transit system would be subject to the supervision of the department except for this section. Upon assuming such supervision the district, by its board of directors, shall establish passenger fares and any other rates to be charged and shall establish service standards, may order abandonment of uneconomic routes and shall exercise all powers of regulation and supervision over such transit system as are conferred on the department by title 16\*, in the same manner and under the same standards as are established by said title 16\*. Any company, town, city, borough, corporation or person aggrieved by any order, authorization or decision of the board of directors, except an order, authorization or decision approving the taking of land, in any matter to which he or it was or ought to have been made a party, may appeal therefrom to the department within thirty days after the filing of such order, authorization or decision. The party so appealing shall give bond to the state, with sufficient surety, for the benefit of the adverse party, in such sum as the board of directors fix, to pay all costs in case he or it fails to sustain such appeal. To the extent applicable, such appeal shall conform to the standards and procedure for appeals in contested cases under sections 4-176e to 4-182, inclusive. Where the department determines that the order, authorization or decision of the transit district would affect state-wide transportation policy adversely, such order, authorization or decision may be modified or overruled. The decision after hearing shall be final except that the applicant for such hearing, if aggrieved, may appeal therefrom in accordance with section 4-183. The district may use any grants, loans or other revenues for subsidies to any transit system operating under private ownership within the district in order to continue the operation of uneconomic routes. Subsidies may be provided for that portion of such uneconomic routes which operate outside the transit district but which are integrated into the service provided in the district.

(1961, P.A. 507, S. 3; 1972, P.A. 261, S. 3; P.A. 73-2, S. 9, 11; P.A. 75-486, S. 24, 69; P.A. 77-614, S. 162, 610; P.A. 80-94, S. 1, 3; 80-482, S. 11, 348; P.A. 88-317, S. 49, 107.)

History: 1972 act clarified procedure for transit district takeover of system under control of public utilities commission and added provisions concerning appeal to commission and subsidies to privately-owned companies; P.A. 73-2 deleted references to assessments; P.A. 75-486 substituted public utilities control authority for public utilities commission; P.A. 77-614 substituted division of public utility control within the department of business regulation for public utilities control authority, effective January 1, 1979; P.A. 80-94 substituted department of transportation for the division and deleted reference to abolished business regulation department, replaced reference to appeals as provided in Secs. 16-35 to 16-39 with reference to appeals under Secs. 4-177 to 4-182 and added provision for appeal after hearing; technical changes made in P.A. 80-482 were not enacted; P.A. 88-317 amended reference to Secs. 4-177 to 4-182 to include new sections added to Ch. 54, effective July 1, 1989, and applicable to all agency proceedings commencing on or after that date; (Revisor's note: In 1997 the Revisors editorially changed the phrase "in the same manner and under the same standards are established by said title 16." to "in the same manner and under the same standards as are established in said title 16." thereby correcting a clerical error in the codification of P.A. 73-2, S. 9).

\*See chapter 244 (Sec. 13b-80 et seq.) re motor buses.

See chapter 244a (Sec. 13b-95 et seq.) re taxicabs.

See chapter 244b (Sec. 13b-101 et seq.) re motor vehicles in livery service.

See chapter 245 (Sec. 13b-200 et seq.) re railroads and railways.

See chapter 245a (Sec. 13b-244 et seq.) re railroad construction and location.

See chapter 245b (Sec. 13b-324 et seq.) re railroad operations.

Cited. 235 C. 1.

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## 2009 Connecticut Code

### Title 7 Municipalities

#### Chapter 103a Transit Districts

#### Sec. 7-273e. Acquisition or establishment of transit districts and transportation centers. Eminent domain.

Sec. 7-273e. Acquisition or establishment of transit districts and transportation centers. Eminent domain. (a) If the directors deem it necessary to preserve or to develop a transit system, the district may establish, operate and maintain a transit system within the district or between the district and any municipality contiguous with its service area with which it contracts to furnish transit service, and for this purpose may establish a new system, or may acquire all or a portion of the property and franchises of any company or companies operating a transit service in the district, including that portion of the property and franchises used for operation within the district and also that portion of the property and franchises which is used outside the district but which is integrated into the service provided in the district. The district may establish, construct, acquire, operate and maintain transportation centers and parking facilities, as defined in subsection (b) of section 7-273b, in the district, and for such purposes may acquire, by purchase or otherwise, hold, sell, convey and obtain and exercise any and all rights of ownership or interest in or to any real or personal property as provided by this section, apply for and accept grants and gifts, lease all or any portion of such centers and parking facilities, charge and collect rent, use or other fees, make contracts and enter into management agreements and arrangements with others with respect to any transaction, operation or venture which the district has the power to conduct by itself in connection with exercising its powers under this section. Thereafter the district may contract, after competitive bidding, for the operation of all or any portion of the system and any transportation centers and parking facilities located therein by private management, under suitable incentives. The district shall fix the terms and conditions upon which transit services shall be provided, whether operated directly by the district or indirectly by contract, including the fixing of passenger fares and any other rates to be charged. The district shall, for its purposes under this section, so far as applicable, have the authority conferred on the Department of Transportation by the general statutes as applied to local transit.

(b) In order to insure the continuance of adequate transit services when it appears that the holder of the franchise is or will be incapable of continuing to offer satisfactory service to meet present or future public passenger transportation requirements and it is improbable that such franchise will be sought by any other private concern, the Department of Transportation, on its own initiative, may or, on request of the transit district or the legislative body of one or more municipalities in the area served, shall fix a time and place for a hearing as to whether such franchise is suitable for acquisition by a transit district. Said department shall give written notice of such hearing to the board of selectmen of each town, or in the case of cities and boroughs to the chief executive

of each, within the area not less than fourteen days prior to such hearing, and shall cause to be published twice, not more than fourteen nor less than seven days prior to such hearing, notice of such hearing in a newspaper or newspapers having a substantial circulation in each municipality within such area. Suitability of a franchise for acquisition by a transit district shall be determined from the following considerations: (1) That public convenience and necessity require the continuance of transit service within the area, (2) that the present franchise holder is or will be incapable of continuing to offer satisfactory service, (3) that it is improbable that such franchise will be sought by a private concern and (4) that continuance of transit service may require the operation of such service by a transit district. After a public hearing thereon and consideration of the above-mentioned factors, the department may declare such franchise suitable for acquisition by a transit district, provided such declaration shall not affect the authority of the municipalities in the area to establish such a district. Ability to offer satisfactory service shall be based upon the financial stability of the franchise holder as determined from past, current and projected net income and from an estimate of financial ability to meet future public passenger transportation requirements in the area. The department may make periodic inspections of transit system franchise holders to determine the financial stability of each and for this purpose may examine the books, accounts and other pertinent documents of such franchise holders and shall have the power to compel the attendance of witnesses and the production of books, accounts and other pertinent documents by the issuance of a subpoena. With the written consent of the chief executive officer of each municipality within the area served, the district and the transit system franchise holder may execute an agreement to waive the holding of a hearing by the department, as described in this subsection and may exercise its power to acquire real property and interests and rights in real property in accordance with subsection (c) of this section.

(c) A transit district shall have the power to acquire real property and interests and rights in real property by eminent domain in the name of the transit district for the purposes of the transit district subject to the prior approval of the legislative body or bodies of the municipality or municipalities in which the real property is located. The owner shall be paid by the transit district for all damages. Where the transit district and the owner of such property cannot agree upon the amount to be paid to the owner for any property thus taken, the transit district shall proceed in the same manner specified for redevelopment agencies in accordance with sections 8-129 to 8-133, inclusive. Where either by hearing or waiver it has been determined that a franchise is suitable for acquisition pursuant to subsection (b) of this section, the transit district shall have the power to acquire by eminent domain all or any part of the franchise and of the holder's transit system, including the holder's real estate or interests therein, personal property, and funds under the control or held for the use of or the benefit of such holder. Where the transit district and the holder of such franchise and property cannot agree upon the amount to be paid to the holder for any franchise or property thus taken, the transit district shall proceed in the same manner specified for redevelopment agencies in accordance with sections 8-129 to 8-133, inclusive.

(1961, P.A. 507, S. 4; 1972, P.A. 261, S. 4; P.A. 75-486, S. 25, 69; P.A. 77-463, S. 2; 77-614, S. 162, 610; P.A. 79-246, S. 1, 2; P.A. 80-94, S. 2, 3; 80-482, S. 12, 348; P.A. 83-469, S. 3, 5.)

History: 1972 act added provisions allowing acquisition of property and franchises of companies operating within the district and added Subsecs. (b) and (c) elaborating on acquisition procedure; P.A. 75-486 substituted public utilities control authority for public utilities commission; P.A. 77-463 added provisions concerning transportation centers in Subsec. (a); P.A. 77-614 substituted division of public utility control within the department of business regulation for public utilities control authority, effective January 1, 1979; P.A. 79-246 added provision allowing waiver of hearing in Subsec. (b); P.A. 80-94 substituted department of transportation for division of public utility control and deleted references to abolished business regulation department; technical amendments in P.A. 80-482 were not enacted; P.A. 83-469 gave transit districts authority over parking facilities.

Cited. 235 C. 1.

Subsec. (a):

Cited. 188 C. 417.

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**Greater Bridgeport Transit Authority**

# Greater Bridgeport Transit By Laws Aril 2014 Revision

## ARTICLE I - GENERAL

**Name and Location** - The name of this organization is the Greater Bridgeport Transit Authority, a transit district formed under the provisions set forth in Chapter 103a, Section 7-273b, et seq., of the General Statutes of the State of Connecticut, as amended. The principal offices of the Transit Authority are located at One Cross Street in Bridgeport, Connecticut.

**Seal** - The Transit Authority shall have a corporate seal which shall be circular in form and shall have inscribed thereon the words "Greater Bridgeport Transit Authority Organized 1998 Under Connecticut General Statutes Chapter 103a".

## ARTICLE II - PURPOSE

**General** - The exclusive purpose of the Greater Bridgeport Transit Authority is described in Chapter 103a, Section 7-273b et seq., of the Connecticut General Statutes, which governs its activities and includes the development, maintenance and improvement of systems for the transportation of people and goods and the development of transit facilities, including transportation centers and parking facilities, within the geographical limits of its member municipalities of Bridgeport, Fairfield, Stratford and Trumbull, Connecticut (and such other municipalities as may elect to become members) by rail, motor carrier or other means of land transportation deemed essential for the welfare of the citizens living and working in such area or areas and for the development of the resources, commerce and industry located within such service area where the development and maintenance of modern, efficient and adequate systems of mass transportation are required as a matter of public necessity.

## ARTICLE III - MEMBERSHIP

**General** - Membership in the Greater Bridgeport Transit Authority consists of the municipalities of Bridgeport, Fairfield, Stratford and Trumbull, Connecticut and such other municipalities as may properly become a member hereof pursuant to Section 7-273b et seq. of the Connecticut General Statutes.

## ARTICLE IV - MEETINGS

**General** - All meetings of the Board of Directors of the Greater Bridgeport Transit Authority will be open to the Public, except for items the discussion of which are appropriate for a recess to Executive Session, as set forth under Section 1-200, of the Connecticut General Statutes.

**Regular Meetings** - The Board of Directors will meet on the second Wednesday of each month for the purpose of transacting any business which may properly come before it. Additional regular or special meetings may be held at such other times as may be fixed from time to time by the Board of Directors in accordance with these By-Laws. If the date fixed for a meeting is a federal or state holiday, such meeting will be held on the next business day, or on such other day in close proximity to such original day fixed for a meeting as determined by the Board of Directors. Meetings shall be held at the principal office or place of business of the Authority, or at such other suitable place convenient to the Board of Directors located in Fairfield County.

**Special Meetings** - The Chairman may call Special Meetings of the Board of Directors. It will also be the duty of the Chairman to call a Special Meeting of the Board of Directors either a) As directed by resolution of the Board of Directors; b) Upon receipt of a petition signed by a minimum of three (3) Directors and presented to the Secretary and Chairman; or c) At the request of a funding source of the Authority. The purpose of the Special Meeting will be specified in the Notice and no other business may be transacted at such session.

**Emergency Meetings** - The Chairman, at his discretion, if he determines that an emergency situation exists that threatens the existence, continuity or delivery of quality transit services, or otherwise threatens the health, safety and welfare of the ridership or the general public may call an Emergency Meeting of the Board of Directors by giving the most expedient notice possible under the circumstances and consistent with the requirements set forth under the Connecticut Freedom of Information Act, as amended from time to time. The chairman will also call an Emergency Meeting in accordance with these Bylaws, upon receipt of a petition for him to do so signed by a minimum of three (3) Directors. The purpose of an Emergency Meeting will be specified in its Notice as issued by the Chairman and only the business related directly to such emergency will be transacted at such session.

**Annual Meeting** - The Board of Directors will meet annually in the month of June to elect its officers, hear annual reports and conduct such other business as should be conducted on an annual basis. Such Annual meeting may be held in conjunction with the Regular Meeting for the month of June.

#### **ARTICLE V - NOTICE AND CONDUCT OF MEETINGS**

**Notice** - It shall be the duty of the Secretary, or his designee, to deliver or arrange for delivery by hand, U. S. Mail, overnight courier, facsimile, or electronic means a Notice of Regular Meeting at least seven (7) days prior to said meeting to each Board Member of record at his or her address as it appears on the records of the Transit Authority or, if no such address appears, at his or her last known address, and to such other persons or in such places as may be required by the Connecticut Freedom of Information Act, as amended from time to time, stating the purpose thereof as well as the time and place where such meeting is to be held. In instances of Special Meetings, delivery of a Notice of Special Meeting will be made not less than 24 hours prior to the time of said meeting and in instances of Emergency Meetings, delivery may be dispensed with, but the Minutes of such Emergency Meeting will be written and transmitted within 72 hours from the time of the session and will specify in them the nature of such emergency.

**Waiver of Notice** - Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a Waiver of Notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

**Quorum** - At all meetings Regular Public and Special Public meetings of the Board of Directors, the presence in person of a majority of the total number of voting units (as defined under Section 7-273c of the Connecticut General Statutes) and attendance by Board Members from a minimum of two (2) member municipalities shall be necessary to constitute a quorum for the transaction of business, unless otherwise specified in these By-Laws or the Connecticut General Statutes. Upon reaching a quorum, and for as long as a quorum is present, the vote of a majority of the voting units of such quorum shall constitute an act of the Board of

Directors. If at any meeting there is less than a quorum present, the meeting may be adjourned to another time by a majority of the Directors then present and a new Notice of Adjournment shall be transmitted to all Directors.

**Remote Participation** - Members of the Board of Commissioners may participate in Emergency meetings remotely, providing all Commissioners may hear and be heard. There is no limit to the number of members that may participate and vote remotely. Participating remotely includes voting using telephone, personal communication or other similar devices.

**Voting** - At all meetings of the Board of Directors, each Director shall cast the number of voting units to which such Director is entitled under Section 7-273c of the Connecticut General Statutes, which reads:

*"...The population of each municipality according to the most recent Federal Census shall be divided by the number of Directors representing such municipality. Each member of the Board of Directors shall be entitled to cast that number of voting units which is the multiple of the population he represents, rounded to the nearest one-hundredth, is of the smallest population represented by a member, rounded to the nearest one-hundredth..."*

The voting units accorded to each Director are set forth as follows, according to the 2000 Federal Census, but shall be amended from time to time as necessary based on changes in the most recent Federal Census then applicable.

Municipality	Bridgeport	Fairfield	Stratford	Trumbull
2010 Population	144,229	59,404	51,384	36,018
Number of Directors	4	2	2	2
Population Per Director	36,100	29,700	25,700	18,000
Population Per Director Divided by Common Denominator	18,000	18,000	18,000	18,000
Individual Voting Unit	2.00	1.65	1.43	1.00
Cumulative Voting Units	8.00	3.30	2.86	2.00

Total Cumulative Units: 16.16

Midpoint of Total Cumulative Units: 8.08

**Presiding Officer** - At all meetings of the Board of Directors, the President shall serve as the Chairman and will preside over all such proceedings or, in his absence, the Vice President shall preside. In the absence of both such Officers, the Secretary, and in his or her absence, the Treasurer shall preside.

**Order of Business** - The Order of Business at all Regular Meetings of the Board of Directors shall be as follows:

- 1.) Call to Order
- 2.) Public Participation/Comment
- 3.) Reading/Adoption of Minutes
- 4.) Committee Reports
- 5.) Executive Reports
- 6.) Old Business
- 7.) New Business
- 8.) Executive Session (if required)

#### **ARTICLE VI - DIRECTORS**

**Composition** - The Board of Directors shall consist of all members of the Board of Directors as appointed by the member municipalities of the Authority. The members of the Board of Directors and their officers shall serve until the election and qualification of their successors.

**Duties** - The duties of the Board of Directors shall be: a.) To pursue the Transit Authority's purposes as set forth in these By-Laws and in Chapter 103a of the Connecticut General Statutes; b.) To establish policy and procedure for the conduct of the transit operations which are the primary responsibility of the Authority's employed Chief Executive Officer; c.) To approve the plans of work of its standing committees; d.) To present reports at the Regular Meetings of the Board of directors; and e.) To promulgate such rules and regulations for financial accounting, ethical practices, expenditures, and the like in the best interests of the Authority and the general public.

**Vacancies** - Vacancies in the Board of Directors for any reason shall be filled by such appointing municipal member of said Director, limited to the unexpired duration of the term of said member.

**Removal** - The Board of Directors shall not have the power to remove any Director. Notwithstanding, upon a finding of misfeasance, malfeasance, conflict of interest, or corruption of office, the Board of Directors may recommend removal to the member municipality which appointed such Director.

**Compensation** - Each member of the Board of Directors shall serve without compensation, but may be reimbursed for reasonable approved out-of-pocket expenditures made by him or her as set forth in any rules approved by the Board of Directors.

**Disclosure** - All persons appointed to the Board of Directors shall disclose, in writing, all business, personal and government dealings and relationships that may have an adverse effect upon the performance of his or her duties, or which may give the appearance of impropriety. In all cases where a conflict of interest, potential conflict of interest or appearance of impropriety may exist, such director shall abstain from voting or otherwise participating in such matter.

#### **ARTICLE VII - OFFICERS**

**General** - The Officers of the Greater Bridgeport Transit Authority shall consist of a President, who shall serve as Chairman of the Board of Directors, Vice President, Secretary, Assistant Secretary, and Treasurer. Officers shall be elected by vote annually at the Authority's Annual Meeting, held in the month of June of each year. Such officers shall serve upon election until the next annual election of Officers. Elections will be conducted in accordance with Article VIII of these By-Laws. The Board of Directors and its Officers shall rely upon a Chief Executive Officer (CEO), who shall be hired by, and answerable to, the Board of Directors, to conduct all aspects of day-to-day operation of the Transit Authority and will receive from him a monthly report of his activities related to such day-to-day operations.

**President** - The President, as Chairman, shall preside over the Board of Directors and shall preside at all meetings of the Board at which he or she is present. The President shall have all of the general powers and duties consistent with these By-Laws and the General Statutes, including but not limited to the power to appoint committees of the Board from among its membership on an annual basis as he or she may, in his or her discretion, deem appropriate to assist in the conduct of the affairs of the Authority, and shall perform such duties as are prescribed in

these By-Laws or assigned to him by the Board of Directors. The President shall coordinate the activities of the Officers and Committees of the Board in order that the purposes of the Authority may be promoted. The President shall ensure that all Officers, Directors and employees of the Authority handling or responsible for its funds furnish adequate fidelity bonds or ensure that the Authority is protected by adequate fidelity insurance, the premiums for which shall be paid by the Authority.

**Vice President** - The Vice President shall act as aide to the President and shall perform the duties of the President in his/her absence or his/her inability or disability to act in the capacity of that office.

**Secretary** - The Secretary shall cause the minutes and votes of all meetings of the Board of Directors to be reduced to writing according to the provisions set forth in Section 1-225 of the Connecticut General Statutes and shall perform such other duties as may be delegated.

**Assistant Secretary** - The Assistant Secretary shall act as aide to the Secretary and shall perform the duties of the Secretary in his/her absence or his/her inability or disability to act in the capacity of that office.

**Treasurer** - All funds of the Authority shall be in the custody of the Fiscal Officer employed on the staff of the Authority. The Treasurer shall keep, or arrange for the keeping of, a full and accurate account or receipts and expenditures and shall authorize disbursements in accordance with the approved budget(s), as authorized by the Board of Directors. At every meeting of the Board of Directors, and at other times when requested by the Board of Directors, the Treasurer shall present, or arrange for the presentation of, a financial statement and he or she shall make a full report at the Annual Meeting.

The Authority's accounts shall be examined annually by an external certified financial auditor. There may be appointed an Auditing Committee of the members of the Board of Directors, or as the Board of Directors may otherwise specify, who, if satisfied that the Treasurer's Annual Report is correct, shall sign a statement to that effect at the end of the Report. The Auditing Committee, if established, shall be appointed by the President or the Board of Directors at least two weeks prior to the Annual Meeting.

**Duties of All Officers** - All Officers shall perform their duties as prescribed by the Board of Directors and these By-Laws, and such other duties which may be assigned from time to time, in good faith and conscience. Upon replacement, each Officer shall deliver to his or her successor any official material in his or her custody which relates to their respective office within ten (10) days of the election of his or her successor.

**Removal** - Any Officer may be removed from office for just cause by the affirmative vote of two-thirds of the Directors present at any Regular Meeting, or at any Special or Emergency Meeting called for that purpose. Any Officer proposed to be removed from such office shall be entitled to at least five (5) days' written notice of such meeting at which his or her removal is to be voted upon and shall be entitled to appear before, and be heard by, the Board of Directors at such meeting.

#### **ARTICLE VIII - ELECTIONS**

**Schedule of Elections** - Unless otherwise provided for, election of officers of the Board of Directors shall be held at the Annual Meeting of the Authority. Newly elected Officers shall assume their duties immediately at the conclusion of the Annual Meeting at which they are elected and shall continue in office until such time as their successors have been elected.

**Nominating Committee** - At least sixty (60) days, but not more than one hundred five (105) days prior to the Annual Meeting, the Chairman, with the approval of the Executive Committee, shall appoint a Nominating Committee, which shall conduct itself in accordance with guidelines which may be issued from time to time by the Board of Directors.

It shall be comprised of three (3) members, each a representative from a different member municipality. The current President's predecessor shall be an ex-officio member while serving as an official or officer of the Authority. The President, as Chairman of the Board, shall make every effort to constitute said Nominating Committee in accordance with guidelines that may from time to time be set by the Board of Directors. The Committee shall nominate for election at the Annual Meeting a President, a Vice President, a Secretary, an Assistant Secretary and a Treasurer, each to serve for a term of one (1) year. Unless the current President is nominated for another term, the Committee shall nominate the Vice President to stand for election as President,

unless there is a compelling reason that the person serving as Vice President should not be nominated. If the current President is nominated for a second term, then both the President's and the Vice President's names will be forwarded for election. An individual may not hold the office of President for more than two consecutive terms. The policy to be followed by the Nominating Committee in making recommendations for elective officers to the Board of Directors will be to make every effort to seek nominees from the Board's membership in good standing, members who: 1.) Have demonstrated their commitment to the Authority and its objectives; 2.) Will seek to involve representation from all of the Authority's member municipalities; 3.) Will seek to involve effective individuals in all activities of the Authority, irrespective of race, religion, sex, sexual orientation, or physical disability; and 4.) Have experience to ensure continuity with the objectives, plans and programs of the Authority.

**Announcement of Nominations** - The aforesaid nominations shall be announced to the voting members not less than fifteen (15) days prior to the Annual Meeting. Individual nominations to any office may be made by any voting member at any time prior to the actual election.

**Election Procedures** - Election of Officers at the Annual Meeting will be commenced by the current President at the Annual Meeting. A majority of the voting units cast shall be necessary for election to office.

#### **ARTICLE IX - FISCAL MANAGEMENT**

**Fiscal Year** - The Fiscal Year of the Authority shall be uniform every year from July 1st of one year to June 30th of the next.

**Books and Accounts** - Books and accounts of the Authority shall be kept by the employed Fiscal Officer of the Transit Authority under the direction of the Treasurer and in accordance with the Uniform System of Accounts prescribed by the Board of Directors.

**Auditing** - At the closing of each fiscal year, the books and records of the Authority shall be audited in accordance with these By-Laws, or as the Board of Directors may otherwise prescribe. Such report will be prepared and certified in accordance with generally accepted accounting practices.

**Inspection of Books and Accounts** - Financial records shall be available for inspection by any interested parties during regular business hours at the principal offices of the Authority.

**Approved Procurement Practices** - The Board of Directors shall adopt rules and procedures for the public advertisement and procurement of goods and services in conjunction with the Connecticut Department of Transportation and the Federal Transit Administration.

**Expenditure of Non-Operating Funds** - The Board of Directors shall adopt rules and procedures for the expenditure of non-operating funds contributed by the member municipalities.

#### **ARTICLE X - AGENTS AND EMPLOYEES**

**General** - The Board of Directors may appoint from time to time such agents and employees of the Transit Authority with such powers and to perform such acts or duties on behalf of the Transit Authority as the Board of Directors may see fit, to the extent authorized or permitted by law.

**Chief Executive Officer** - Upon recommendation by a personnel search committee comprised of their membership, the Board of Directors shall appoint a Chief Executive Officer (CEO), whose term shall be determined by the Board of Directors. He shall be entitled to reasonable compensation for his services as fixed by the Board of Directors. The CEO shall attend to, and be responsible for, the day-to-day operation and affairs of the Transit Authority and shall report and be answerable to the Board of Directors on his activities. The CEO shall not be, nor will he be deemed to be, an Officer or Director of the Transit Authority.

#### **ARTICLE XI - APPLICABILITY OF OTHER LAWS**

**General** - These By-Laws, where they do not address a particular subject or circumstance, or are otherwise in direct or apparent conflict with state or federal laws or requirements, shall be supplemented by the General Statutes of the State of Connecticut. Such statutes shall prevail where their provisions are more restrictive or limiting than these By-Laws. As to the conduct of meetings of the Board of Directors, all conflicts and interpretations of parliamentary procedure shall be resolved by

reference to "Robert's Rules of Order", as amended from time to time, which are incorporated by reference herein.

#### **ARTICLE XII - AMENDMENTS**

**General** - These By-Laws may be amended by two-thirds vote of the Board of Directors at any Regular Meeting or at any Special Meeting called for that purpose. A statement explaining the reason for requesting any proposed amendment shall accompany the Notice of any Regular or Special Meeting at which such proposed amendment is to be voted upon.

**CERTIFICATION**

Be it known that the foregoing By-Laws were duly amended, adopted and promulgated by the Board of Directors of the Greater Bridgeport Transit Authority at a Regular Meeting duly called and held on Wednesday, the 12th day of March, A.D. 2014.

In witness whereof, I have hereunto set my hand and the Seal of the Greater Bridgeport Transit Authority.

Attest:

Andrea Kovacs  
Chairwoman

Mitchell Fuchs  
Secretary

**Greater Hartford Transit District**



## **BY-LAWS**

### **GREATER HARTFORD TRANSIT DISTRICT HARTFORD, CONNECTICUT**

#### **ARTICLE I**

##### **NAME**

The name of this organization shall be the Greater Hartford Transit District (the "District").

#### **ARTICLE II**

##### **MEMBERSHIP**

Any municipality may join the District pursuant to Chapter 103a of the Connecticut General Statutes, Revision of 1958, as amended, (the "Statutes") and subject to a majority vote of the Directors of the District.

#### **ARTICLE III**

##### **TERMS AND DUTIES OF DIRECTORS**

The expiration of the term of each Director shall be coincident with the date of the second or fourth anniversary of his/her appointment, except that a Director appointed to fill a vacancy shall serve only the unexpired portion of the term of his/her predecessor.

The Board of Directors shall manage the affairs of the District in accordance with the Statutes. Such directors shall in all cases act as a Board, regularly convened, and they may adopt such rules and regulations for the conduct of their meetings and the management of the District, as they deem proper, not inconsistent with these By-Laws or the Laws of the State of Connecticut.

## **ARTICLE IV**

### **OFFICERS AND DUTIES**

The Officers of the District shall be Chairman, Vice-Chairman, Secretary, Assistant Secretary, Treasurer, and Assistant Treasurer.

#### **Chairman:**

The Chairman shall preside at all regular meetings of the Board of Directors and Officers; shall preside at each Special or Annual Meeting; and shall report on the condition and business of the District.

He/she shall cause to be called regular and special meetings of the Directors in accordance with these By-Laws.

He/she shall have all the powers, duties, and responsibilities as the Board of Directors shall delegate.

#### **Vice-Chairman:**

During the absence and/or inability of the Chairman to render and perform his/her duties or exercise his/her powers, as set forth in the By-Laws, the same shall be performed by the Vice-Chairman; and when so acting he/she shall have all the powers and responsibilities hereby given or imposed upon such Chairman, and such other powers and duties as the Board of Directors shall delegate.

#### **Secretary:**

The Secretary or his/her designee (the "Secretary") shall keep the minutes of the Board of Directors in appropriate books.

The Secretary shall cause to be given and served all notices of the District.

The Secretary shall be the custodian of all records and seals and shall affix the seal of the District when authorized and required.

The Secretary shall perform such other duties as required of him or her by the Board of Directors.

Assistant Secretary:

During the absence of and/or inability of the Secretary to render and perform his/her duties as set forth in the By-Laws, the same shall be performed by the Assistant Secretary, with all of the responsibilities and powers of the Secretary, together with such other powers and responsibilities as the Board of Directors shall delegate.

Treasurer:

The Treasurer shall have the care and custody and be responsible for the funds and/or securities of the District subject to the direction of the Board of Directors as to depositories.

The Treasurer or his/her designee (the "Treasurer") shall sign, make, and endorse in the name of the District all checks, drafts, warrants, and orders for the payment of money, and pay out and dispose of same and receipt therefor under the direction of the Board of Directors. The Treasurer and his/her designee shall provide a surety bond to the District as required by the Statutes the premium for which shall be paid by the District.

The Treasurer shall make a full and complete report at the Annual Meeting and whenever requested by the Board of Directors.

Assistant Treasurer:

During the absence of and/or inability of the Treasurer to render and perform his/her duties as set forth in the By-Laws, the same shall be performed by the Assistant Treasurer, with all of the responsibilities and powers of the Treasurer, together with such other powers and responsibilities as the Board of Directors shall delegate. The Assistant Treasurer and his/her designee shall provide a surety bond to the District as required by the Statutes the premium for which shall be paid by the District.

Vacancies:

All vacancies in any office shall be filled by the Board of Directors without undue delay at its regular meeting or at a meeting specially called for that purpose.

## **ARTICLE V**

### **ELECTION OF OFFICERS**

Not less than seventy (70) nor more than one hundred twenty (120) days prior to the Annual Meeting, the Chairman, or in his/her absence, the Vice- Chairman, shall appoint a Nominating Committee of three (3) Directors. The Nominating Committee shall report its slate of officer nominees, each of whom shall be a Director, to the Chairman, or, in his/her absence, the Vice-Chairman, not less than forty-five (45) days prior to the Annual Meeting. The Chairman, or, in his/her absence, the Vice-Chairman, shall distribute copies of the Nominating Committee's report to all Directors not less than thirty (30) days prior to the Annual Meeting.

At the Annual Meeting, any Director may nominate any other Director for any office or may nominate a complete slate, providing said Director has notified all Directors of his/her intent to do so in writing not less than ten (10) days prior to the Annual Meeting.

An election of officers shall be held in every even numbered year at the time of each Annual Meeting. Counting only the terms beginning on and after May 17, 1984, no Director may be elected to the office of Chairman for more than four (4) consecutive biennial terms; no Director may be elected to the office of Vice-Chairman for more than four (4) consecutive biennial terms; and no Director may be elected to the office of Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, each for more than two (2) consecutive biennial terms, except that any Director elected under the provisions of Article IV of these By-Laws to fill a vacancy in any office shall be eligible to serve additionally the full number of consecutive biennial terms allowable for said office under the provisions of this section commencing at the Annual Meeting next following his/her election to fill such vacancy and except that any officer may be elected to serve a greater number of terms than permitted above at the express recommendation of the Nominating Committee and election by a two thirds (2/3) vote of the Board of Directors present and voting.

## **ARTICLE VI**

### **MEETINGS**

The Board of Directors shall meet at the call of the Chairman. The Chairman upon request of three (3) Directors shall call a Special Meeting of the Board.

Directors from at least one third of the member municipalities and representing at least one third of the number of voting units shall constitute a quorum.

The Annual Meeting shall be held on the 2<sup>nd</sup> Thursday of May, or at such other date and time as determined by the Board of Directors. At the Annual Meeting, the Board of Directors shall elect officers and transact such other business as may be brought before the Meeting.

The Secretary shall serve personally or by mail a written notice addressed to each Director of any meeting and its agenda at least seven (7) days before any meeting held; but at any meeting at which all Directors are present, or at which all not present have waived notice in writing, the giving of notice as above shall be dispensed with.

## **ARTICLE VII**

### **VOTING**

A majority of the voting units of those Directors present and voting is necessary at any District meeting for the adoption of any proposal, resolution, or any other matter to come before the Directors, except as provided in Chapter 103a of the Statutes. The population of each member municipality according to the most recent federal census shall be divided by the number of Directors representing such municipality. Each Director shall be entitled to cast that number of voting units which equals the population he/she represents, rounded to the nearest one hundred, divided by the smallest population represented by a Director, rounded to the nearest one hundred, calculated to two decimal places.

## **ARTICLE VIII**

### **AMENDING BY-LAWS**

The By-Laws of the District shall be amended only at a meeting called for that purpose. A statement of the proposed changes must be delivered to each Director with the call for the meeting. The By-Laws shall be amended with a two-thirds (2/3) vote of those present and voting.

## **ARTICLE IX**

### **PUBLIC HEARINGS**

Whenever the District, acting as operator or controller of its transit system, shall determine to establish or amend passenger fares and any other rates to be charged, and/or to establish service standards, and/or to abandon any routes, the District shall proceed with such fare or service changes in accordance with the following procedure: The intention of the District to proceed with

such increase or decrease in fares in any amount or service greater or less than ten (10) per cent (10%) of existing service, shall be published as a legal notice in a newspaper having general circulation in the District; said notice to contain the time and place of hearing (to be convened at least seven (7) days following said publication date) and a summary of the proposed fare or service changes. The Executive Director shall propose said fare and service changes and cause the notice of public hearing thereon to be published. Any such fare or service changes coming before the District shall be assigned to a committee of three (3) members of the Board of Directors by the Chairman. Any such committee shall exercise all the powers of the District pertaining to said fare and service changes. No more than two members serving on such committee shall be from the same political party or from the same municipality. The decision of such committee, if unanimous, shall be the decision of the District. If the decision of such committee is not unanimous, the fare or service changes shall be referred to all members of the Board of Directors for a decision in accordance with the voting procedures of Article VII of these By-Laws. At such hearing, the District, or a committee thereof, will hear any parties affected by such fare or service changes. After such hearing, the District or committee thereof shall act upon such fare or service changes with such amendments as it shall deem advisable. The District or a committee thereof shall adopt promotional fares or services, or fares of services for specific events or dates without hearing at a meeting held for that purpose. This Article does not apply to any matter coming before the District pertaining to its authority to regulate and supervise transit systems under Section 7-273d of the Statutes.

## **ARTICLE X**

### **PROCEDURES**

Except as herein provided, Roberts Rules of Order shall govern the parliamentary procedure of this Board and its Committees.

## **ARTICLE XI**

### **EXECUTIVE DIRECTOR**

There shall be an Executive Director of the District who shall be the manager and executive officer of the District. The Board of Directors shall appoint the Executive Director and fix his/her salary. The Executive Director shall have general charge and direction of the business of the District and shall perform such other duties as are properly required by the Board of Directors. He/she shall employ and discharge, and fix the compensation of all employees and agents of the District other than the officers, subject to the approval of the Board of Directors.

## **ARTICLE XII**

### **REGULATION AND SUPERVISION OF TRANSIT SYSTEMS**

In order to clarify the procedures and standards for exercising the District's supervisory and regulatory powers under Section 7-273d of the Statutes over transit systems in the District, the Board may by resolution, pursuant to its powers under Section 7-273c of the Statutes to adopt rules for the conduct of its affairs, adopt rules to be followed by the District in exercising such supervisory and regulatory powers.

## **ARTICLE XIII**

### **AUDIT COMMITTEE**

There shall be an Audit Committee of the District which shall be a standing Committee. An election of Audit Committee Members shall be held at the time of the Annual Meeting. The Audit Committee shall consist of not less than three (3) nor more than five (5) Directors, as to be determined by the Board of Directors. The Chairman shall recommend to the Board of Directors the names of no less than three (3) nor more than five (5) Directors of the District for its consideration to constitute said Committee. No more than two members (if the committee size is three) nor more than three members (if the committee size is four) nor more than four members (if the committee size is five) serving on said Committee shall be from the same political party. The Committee members shall serve a term at the pleasure of the Board of Directors. The Chairman shall also recommend which Director shall serve as Chairman of said Committee for consideration by the Board of Directors.

The Committee shall serve as the Proposal Review Panel to evaluate responses to requests for proposals ("RFP's") for auditing services issued by the District; review engagement letters proposed by auditing firms; evaluate the conduct of the audit; make recommendations to the Board of Directors at the Annual Meeting or at any other Meeting concerning the appointment, retention, or re-appointment of an auditing firm; and carry out any other audit-related tasks as assigned by the Board of Directors.

Adopted as amended  
February 2, 2012

**Milford Transit District**

## BY-LAWS

### OF THE

#### MILFORD TRANSIT DISTRICT

ADOPTED

9/12/79

#### **Article I Name**

Section 1 : The Name of the organization shall be the Milford Transit District

#### **Article II – Membership**

Section 1 : Joining. Any town or City may join the District pursuant to Chapter 103a of the Connecticut General Statutes, as amended, and subject to a majority vote of the Directors of the District.

Section 2 : Withdrawal. Any member City or Town shall remain a member of the Transit District until said City or Town withdraws from the District in accordance with the provisions of Subsection 7-273b(f) of the General Statutes of Connecticut as amended.

Section 3 : Expulsion. The Board of Directors by a majority vote may terminate the membership of a City or Town due to the failure of the City or Town to meet its obligations to the District.

#### **Article III – Board of Directors**

Section 1 : The affairs of the Transit District shall be managed by a Board of Directors appointed in accordance with the provisions of Section 7-273c of the General Statutes, as amended, and who shall serve in accordance with the provisions of Section 7-273c of said Statutes.

Section 2 : Rules and Regulations. The Directors shall in all cases act as a Board, regularly convened, and they may adopt such rules and regulations for the conduct of their meetings and management of the Transit District as they deem proper. The rules and regulations shall be consistent with these By-Laws and the Laws of the State of Connecticut.

Section 3 : Powers and Duties. The Board of Directors shall have all the powers and duties necessary or appropriate for the plenary administration of the affairs of the Transit District and may do all such acts and things as are permitted by law in order to carry out the affairs of the District.

Section 4 : Voting. Members of the Board of Directors of the Transit District shall vote in accordance with the provisions of Section 7-273c and Article VII of these By Laws. By Statute there will be two (2) voting members appointed to serve as Directors.

#### **Article IV – Officers**

Section 1 : The Officers of the Transit District shall consist of a Chairman and a Secretary/Treasurer. Both members must be present at a meeting to constitute a quorum.

Section 2 : Chairman. The Chairman shall preside at all meetings. The Chairman, when authorized, shall sign contracts in the name of the District. During the absence of the Secretary/Treasurer the Chairman shall assume the powers and duties of the Secretary/Treasurer.

Section 3 : Secretary/Treasurer. The Secretary/Treasurer shall attest all documents and Resolutions of the Board. The duties of the Secretary shall be carried out by a District employee which would include keeping of the minutes of all meetings, serve all notices and be the custodian of all records and seals at the direction of the Chairman.

Section 4 : Vacancies : All vacancies shall be filled by the Chief elected official, the Mayor and approved by the Board of Aldermen.

#### **Article V – Election of Officers**

Section 1 : Officers shall be elected at the annual meeting as specified in Article VI.

Section 2 : Nominating and Voting. Nominations of the officers specified in Section IV shall be made from the floor of the annual meeting.

Section 3 : Election. A candidate receiving a majority of votes from those present shall be declared elected and serve for a one (1) year term or until his or her successor shall take office.

Section 4 : Vacancies. Vacancies in offices shall be filled by a majority vote of the Directors at the regular meeting immediately following the date of the vacancy.

Section 5 : Removal. Officers of the district may be removed for cause by a vote of a majority of the Board of Directors.

**Article VI - Meetings**

Section 1 : Regular Meetings. Regular meetings of the Board of Directors shall be held on second Thursday of each month for which there is business to conduct. The Directors shall, however, meet at least four times annually.

Section 2 : Special Meetings. The Chairman may call Special Meetings of the Board. Notice of the time, place and purpose of the meeting shall be provided to each Director at least 24 hours in advance. A 24 hour notice must also be given to the City Clerk's office.

Section 3 : Annual Meeting. The Annual Meeting shall be held on the second Thursday of May.

Section 4 : Quorum. For the conduct of business a quorum of Directors must be present. By statute voting members are limited to two Directors, therefore, both Directors must be present to conduct business. If there is no quorum members may discuss informally any items on the meeting agenda.

Section 5 : Procedures. Except as provided by these By-Laws, Roberts Rules of Order shall govern the parliamentary procedures.

Section 6 : Meeting Notices. Each Director shall be mailed a notice and agenda of each Regular Meeting and Annual Meeting. The correspondence shall be postmarked at least 10 days in advance of the meeting.

**Article VII – Voting**

Section 1 : Votes Per Director. As per Chapter 103a of the General Statutes of the State of Connecticut the District, by population shall have two voting members.

Section 2 : Majority Vote Rule. Both Directors must be present to conduct a meeting and both must vote yea to pass any item that comes before the Board.

**Article VIII – Amending the By Laws.**

These By-Laws may be amended by a vote of both voting Directors at a meeting provided that notice of the complete text of the proposed amendment shall have been mailed with the call of the meeting to all members.

**Article IX – Regulation and supervision of Transit Systems**

In order to clarify the procedures and standards for exercising the Districts supervisory and regulatory powers under Section 7-273d over transit systems in the District the Board may, by resolution, pursuant to its powers under Section 7-272c of the General Statutes to adopt rules for the conduct of its affairs and adopt rules to be followed by the District in exercising such supervisory and regulatory powers.

Amendments

1. Officers shall remain in office until the next annual meeting.
2. An Advisory Board created by Mayor Jagoe and adopted by the Board of Directors in 1984 shall consist of 4 appointees of the Mayor. The Advisory Board attends meetings and acts in every way as a Full Board member with the exception of casting any votes.

## Appendix S Station Leases

Agreement No. 3.29-02(01)

**LEASE AGREEMENT**

**STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION**

**AND**

**TOWN OF WESTPORT**

**RAIL FILE NO. (158) 7001-MISC-176**

THIS LEASE AGREEMENT, concluded at Newington, Connecticut, this 31<sup>st</sup> day of JANUARY, 2001, by and between the State of Connecticut, Department of Transportation, James F. Sullivan, Commissioner, acting herein by Harry P. Harris, Bureau Chief, Bureau of Public Transportation, duly authorized, hereinafter referred to as the State, and the Town of Westport, a municipal corporation having its territorial limits within the County of Fairfield, State of Connecticut, having a principal place of business at Town Hall, 110 Myrtle Street, P. O. Box 549, Westport, Connecticut 06880, acting herein by Diane G. Farrell, First Selectman, hereunto duly authorized, hereinafter referred to as the Second Party.

WITNESSETH: THAT,

WHEREAS, the Second Party has requested use of certain land with building(s) thereon hereinafter described, comprising the Saugatuck Railroad Station, Green's Farms Railroad Station and commuter rail parking area(s), and

WHEREAS, the State and the Second Party have a mutual interest in encouraging use of mass transportation services and, under this Lease, the parties seek to make the most effective use of railroad property, to encourage and attract additional rail patrons, and to make rail facilities more convenient, attractive, and compatible with the public interest, and

WHEREAS, the State has the authority pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised, to enter into this Lease.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all the stipulations, restrictions, specifications and covenants herein contained, those eleven (11) parcels of land situated in the Town of Westport, County of Fairfield and State of Connecticut, within the railroad right-of-way of the New Haven Main Line, with appurtenances thereon, if any, containing an aggregate of 17.444 acres, more or less, hereinafter collectively referred to as the parcel of land, as shown on the sketches attached hereto entitled:

"Town of Westport, Sketch Showing Land Leased to the Town of Westport by the State of Connecticut, Dept. of Transportation, Governor John Davis Lodge Turnpike, (Limited Access Highway), Scale 1"=40', January 1990, Bureau of Public Transportation-Office of Rail Operations Revised 5/8/90, 5/18/90, 4/1/91", Town No. 158, Project No. 7001-Misc., Serial No. 176, Sheet 1 of 6;

"Town of Westport, Sketch Showing Land Leased to the Town of Westport by the State of Connecticut, Dept. of Transportation, Governor John Davis Lodge Turnpike, (Limited Access Highway), Scale 1"=40', March 1991, Bureau of Public Transportation-Office of Rail Operations", Town No. 158, Project No. 7001-Misc., Serial No. 176, Sheet 2 of 6;

"Town of Westport, Sketch Showing Land & Buildings Leased to the Town of Westport by the State of Connecticut, Dept. of Transportation, (Saugatuck Station), Valuation Map 53-62-33, Scale 1"=60', March 1991, Bureau of Public Transportation-Office of Rail Operations, Revised 1/18/92", Town No. 158, Project No. 7001-Misc., Serial No. 176, Sheet 3 of 6;

"Town of Westport, Sketch Showing Land & Buildings Leased to the Town of Westport by the State of Connecticut, Dept. of Transportation, (Green's Farms Station), Valuation Map 53-62-36, Scale 1"=60', March 1991, Bureau of Public Transportation-Office of Rail Operations", Town No. 158, Project No. 7001-Misc., Serial No. 176, Sheet 4 of 6;

"Town of Westport, Sketch Showing Land Leased to the Town of Westport by the State of Connecticut, Dept. of Transportation, Governor John Davis Lodge Turnpike, (Limited Access Highway), Scale 1"=60', March 1991, Bureau of Public Transportation-Office of Rail Operations", Town No. 158, Project No. 7001-Misc., Serial No. 176, Sheet 5 of 6;

"Town of Westport, Sketch Showing Land Leased to the Town of Westport by the State of Connecticut, Dept. of Transportation, Governor John Davis Lodge Turnpike, (Limited Access Highway), (Exit 17), Scale 1"=80', March 1994, Bureau of Public Transportation-Office of Rail Operations", Town No. 158, Project No. 7001-Misc., Serial No. 176, Sheet 6 of 6;

All rights of ingress and egress are specifically denied, directly to and from the railroad tracks and the Governor John Davis Lodge Turnpike (Interstate Route 95), from and to the parcel of land herein described.

1. The term of this Lease is for a ten (10) year period of time commencing July 1, 2001, to and including June 30, 2011, with the Second Party having the right to renew said term by prior written notice to the State, for two (2) additional successive ten (10) year periods of time.

2. Upon expiration of the initial term hereof and the Second Party's failure to exercise, in writing, its right to renew, this Lease shall continue to remain in effect on a month-to-month basis until such time as it is cancelled, in writing, by either party hereto or replaced with a subsequent agreement. During said month-to-month basis, all terms and conditions stated herein shall remain in full force and effect.

3. There shall be no annual fee paid to the State under the terms of this Lease. In lieu of an annual lease payment, the Second Party agrees to reinvest all surplus revenue derived from rail parking and rail-related leases into the improvement and maintenance of rail station buildings, rail station parking, and mutually agreed upon rail station services.

4. The Second Party shall establish and maintain adequate records which show the yearly gross revenue and expenses charged against the gross. Expenses shall include capital improvements, maintenance of buildings and parking lots, administrative, accounting, and security costs, utilities, independent auditors, and any other mutually agreed upon, town-allocated applicable costs, including debt service. The basis of accounting for these records and for related funds shall be the modified accrual basis of accounting.

5. (a) The Second Party shall establish two separate funds, an Operating Fund and a Capital Improvement Fund. It is hereby understood and agreed by the parties hereto that all revenue generated from all sources derived from the use of both Town-owned as well as State-leased properties described herein, including all revenue derived from a minimum of 1,943 parking spaces jointly utilized by both parties hereto, shall be deposited into this Operating Fund.

(b) The Second Party has the right to charge the Operating Fund on an annual basis for in-kind administrative and general expenses provided by the Second Party for railroad station operations. The State reserves the right to review the computation of the allocation percentage to ensure that only items relevant to railroad station operations are included. The State also reserves the right to review the legally enacted railroad Operating Fund budget used in computing the annual in-kind charge.

(c) The Operating Fund shall also be used by the Second Party for operating and maintenance expenses associated with the railroad station operations described herein. Fifty percent (50%) of the remaining funds in the Operating Fund shall be disbursed to the Second Party on a yearly basis to be used without any limitation whatsoever and the other fifty percent (50%) of the remaining funds shall be deposited in the Capital Improvement Fund.

(d) In the event there is a surplus in the Capital Improvement Fund, as determined by the State and the Second Party's independent auditor, at the end of each five (5) year period within the initial term and any renewal periods thereafter, the State may elect to withdraw fifty percent (50%) of the surplus. The remaining fifty percent (50%) shall stay in the Capital Improvement Fund and continue to roll-over into the next five (5) year period.

(e) For the purpose of defining the surplus as set forth in 4(d) above, all funds appropriated by the Second Party from the Capital Improvement Fund, with the State's approval, for continued improvement and structural maintenance as described herein, shall be deemed expenditures from the Fund and not considered as surplus.

6. The Second Party shall have prepared and delivered to the State within one hundred eighty (180) days following the end of each year of the specified term of this Lease or any renewal periods thereafter, or other termination of this Lease, plus any extensions to perform the Second Party's audit as granted by the Office of Policy and Management, statement(s) of gross revenue, pertinent expenses and amount in the Capital Improvement Fund. The cost to prepare said statements for the State shall be included as an operating expense as defined herein. Such statement(s) shall be prepared and certified by an Independent Certified Public Accountant (CPA) as defined by Chapter 389 of the Connecticut General Statutes, in accordance with single-audit requirements for government audits, and shall contain the CPA's professional opinion relative to each of the following:

(a) The sufficiency and adequacy of all records presented by the Second Party to the CPA to properly reflect all aspects of the Second Party's operations under this Lease;

(b) The system of recordkeeping utilized by the Second Party pursuant to this Lease is in substantial accord with generally accepted accounting principles and practices;

(c) The payments due the State are computed correctly and in accordance with the terms of this Lease and the laws of the State of Connecticut; and

(d) The recommendations of the CPA, if any, that in the opinion of the CPA would improve the fiscal relationship between the State and the Second Party as regards this Lease.

While it is the intent of the State to rely on the certified statement(s) of the CPA as the same are defined hereinabove, the State hereby reserves the right to review, examine, and/or audit the records of the Second Party and the work papers of the CPA.

7. The State reserves the right to approve or disapprove the use of the funds in the Capital Improvement Fund to ensure improvement and maintenance of rail station

buildings, rail station parking, and rail station services, described herein. Such approval shall not be unreasonably withheld.

8. Where there is a charge for parking, a minimum annual parking fee per vehicle of One Hundred Dollars (\$100.00) shall be charged. The State hereby reserves the right to review and approve any and all parking fees which exceed the aforementioned minimum fee.

9. It is mutually understood and agreed by the parties hereto that this Lease is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Railroad Lease Specifications & Covenants", dated October 10, 2000, hereinafter referred to as the "Standard Specifications", which is hereby made an integral part of this Lease by reference thereto and which shall have full force and effect as if the same were incorporated herein, it being understood and agreed by the parties hereto that the said Standard Specifications is and shall remain on file in the offices of the State and of the Second Party identified on page 1 hereof.

10. It is mutually understood and agreed by the parties hereto that when pages 1 through and including 10 hereof are duly recorded in the land records of the town(s) in which the said parcel(s) of land exist(s), the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

11. The Second Party shall have the right, pursuant to this Lease, to establish and publish a Daily, Weekly, Monthly, Annual and/or other periodic Parking-Fee Schedule(s).

12. The Second Party agrees that if this Lease concerns public parking of motor vehicles, all such parking effected by the Second Party, its agent, subcontractors and invitees pursuant to this Lease, shall be solely and strictly on a non-discriminatory basis as regards, but not limited to, the following factors:

(a) the location and/or the number of parking spaces to be utilized at any one time;

(b) the amount and/or the frequency of parking fees, charges or levies assessed for such use;

(c) the duration of such use; or

(d) the fact that the user is or is not; a local resident; a local taxpayer; a high-volume user; or a user in conjunction with a local enterprise, activity, or organization.

13. The Second Party agrees to secure and maintain for the duration of this Lease, including any supplements thereto and all renewals thereof, if any, with the State

and Metro-North Commuter Railroad Company being named additional insured parties for paragraph (a) below, the following minimum liability insurance coverage or coverages regarding the said parcel of land at no cost to the State or Metro-North Commuter Railroad Company. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraph (a) below, the State and Metro-North Commuter Railroad Company shall be named as additional insured.

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than Seven Hundred Fifty Thousand Dollars (\$750,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence and subject to that limit per accident, a total (or aggregate) limit of One Million Five Hundred Thousand Dollars (\$1,500,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) When this Lease requires work on, over or under the right-of-way of any railroad company, the Second Party shall carry, with respect to the operations that it or its subcontractors perform under this Lease, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured, and the State and the Second Party as named additional insureds, providing for coverage limits of (1) not less than Two Million Dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to this limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period. If such Insurance is required, the Second Party shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail-related work and/or activities.

In conjunction with the above coverages, the Second Party agrees to furnish to the State, only on the form or forms supplied by the State, a Certificate of Insurance (CON-32), fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Each insurance policy shall state that the insurance company(ies) shall agree to investigate and defend the insured against all claims for damages, even if groundless.

14. The Second Party understands and agrees that the State retains the exclusive right to use of the airspace above the Horizontal Plane of twenty-four (24) feet, within the entire area leased herein. However, the Second Party may petition the State with regard to projects which will make use of the air rights.

15. The Second Party shall conform to all Federal, State and local laws, permits and building and zoning regulations, in regard to the leased property.

16. This Lease may be terminated at any time without cause by the State. Notice of termination shall be given to the Second Party two (2) years in advance, in writing, to that effect, by registered mail or personal delivery by agent and upon expiration of said notice period, this Lease shall be null and void and all rights of the Second Party herein shall end and terminate.

17. All the Second Party's obligations hereunder shall survive this Lease or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the Municipality.

18. Notwithstanding any provisions to the contrary in this Lease, the State retains the sole responsibility of maintaining and/or restoring all fencing bordering the tracks; canopies over the platforms; and 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 Farms Railroad Station; and the canopy under the tracks and over the sidewalk on New Creek Road at the Green's Farms Railroad Station. The State shall also retain sole responsibility for maintaining all major structural renovations and/or repairs, and may, upon written notice to the Second Party and in accordance with Article 5 hereof, draw funds remaining in the Capital Improvement Fund as surplus at the end of each five (5) year period to pay for any of the above-cited work, as regards the leased property described herein.

It is further mutually understood by both parties hereto that the Second Party shall retain sole responsibility of the day-to-day maintenance, including, but not limited to, general structural repairs, snow removal, trash removal and security of any and all platforms, railings, stairs, shelters, and ramps, in regard to the leased property described herein.

19. The Second Party shall adhere to the following special conditions as they relate to Lease Area "K":

(a.) If the subject property is required for future highway purposes the property shall revert to the jurisdiction of the State of Connecticut, Department of Transportation, Bureau of Engineering and Highway Operations.

(b.) If any work is to be performed within Lease Area "K", an encroachment permit will be required by the State of Connecticut, Department of Transportation, Bureau of Engineering and Highway Operations, District 3.

(c.) Lease Area "K" will be used by the "Loggia Francesca Lodge, Inc." - "Westport Sons of Italy" Festival Italiano Committee for a period of ten (10) days in July of each year for their annual festival. The "Westport Sons of Italy" agree to restore the

area to its prior condition and to the satisfaction of the State and the Second Party upon the conclusion of the festival.

20. The State reserves use of one (1) parking space in the "day" parking lot, on the westbound side of both the Westport and Green's Farms Railroad Stations.

21. The Second Party understands and agrees that if at any time during the term of this Lease the required Certificate of Insurance and/or the rental payment, if any, as described herein is/are not received within thirty (30) days of its/their due date, the State shall have the right to automatically terminate this Lease, and the Second Party shall be required to vacate the herein described premises without further notice.

22. Articles (7) and (28) of the attached Standard Specifications are hereby deleted in their entirety.

23. Article 31 of the attached Standard Specifications is hereby amended by deleting the last six (6) paragraphs thereof.

24. The Second Party is hereby put on notice that with the enactment of Title 49, Code of Federal Regulations, Part 214, entitled "Roadway Worker Protection", it may be necessary to have year-round railroad station platform maintenance performed by "qualified" railroad employees and/or personnel who have received the required Roadway Worker Protection training. Railroad station platform maintenance shall encompass concrete platform(s), platform stairs, canopy(ies), canopy gutters, light fixtures, including bulb replacement, ramps, shelters, railings, and seating and shall include, but not be limited to, recycling/trash removal, snow removal and ice control. All costs associated with platform maintenance shall be deemed a mutually agreed upon expense to be deducted from the Operating Fund in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
James F. Sullivan, Commissioner

Elizabeth H. Mosca  
Name: ELIZABETH H. MOSCA

By Harry P. Harris (Seal)  
Harry P. Harris  
Bureau Chief  
Bureau of Public Transportation

Louise Lent  
Name: LOUISE LENT

Date: 1/31/02

WITNESSES:

SECOND PARTY  
TOWN OF WESTPORT

Patricia Scully  
Name: PATRICIA SCULLY

By Diane G. Farrell (Seal)  
Diane G. Farrell  
First Selectman

Susan Brown  
Name: SUSAN BROWN

Date: 9/21/01

STATE OF CONNECTICUT )  
 ) ss: Newington January 31 A.D., 20 02  
COUNTY OF HARTFORD )

Personally appeared for the State, Harry P. Harris, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Bureau Chief, Bureau of Public Transportation, before me.

My Commission Expires:

**ELIZABETH H. MOSCA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2002

Elizabeth H. Mosca  
Notary Public

STATE OF CONNECTICUT )  
 ) ss: Westport 9-21 A.D., 20 01  
COUNTY OF FAIRFIELD )

Personally appeared for the Second Party, Diane G. Farrell, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Town of Westport, and her free act and deed as First Selectman, before me.

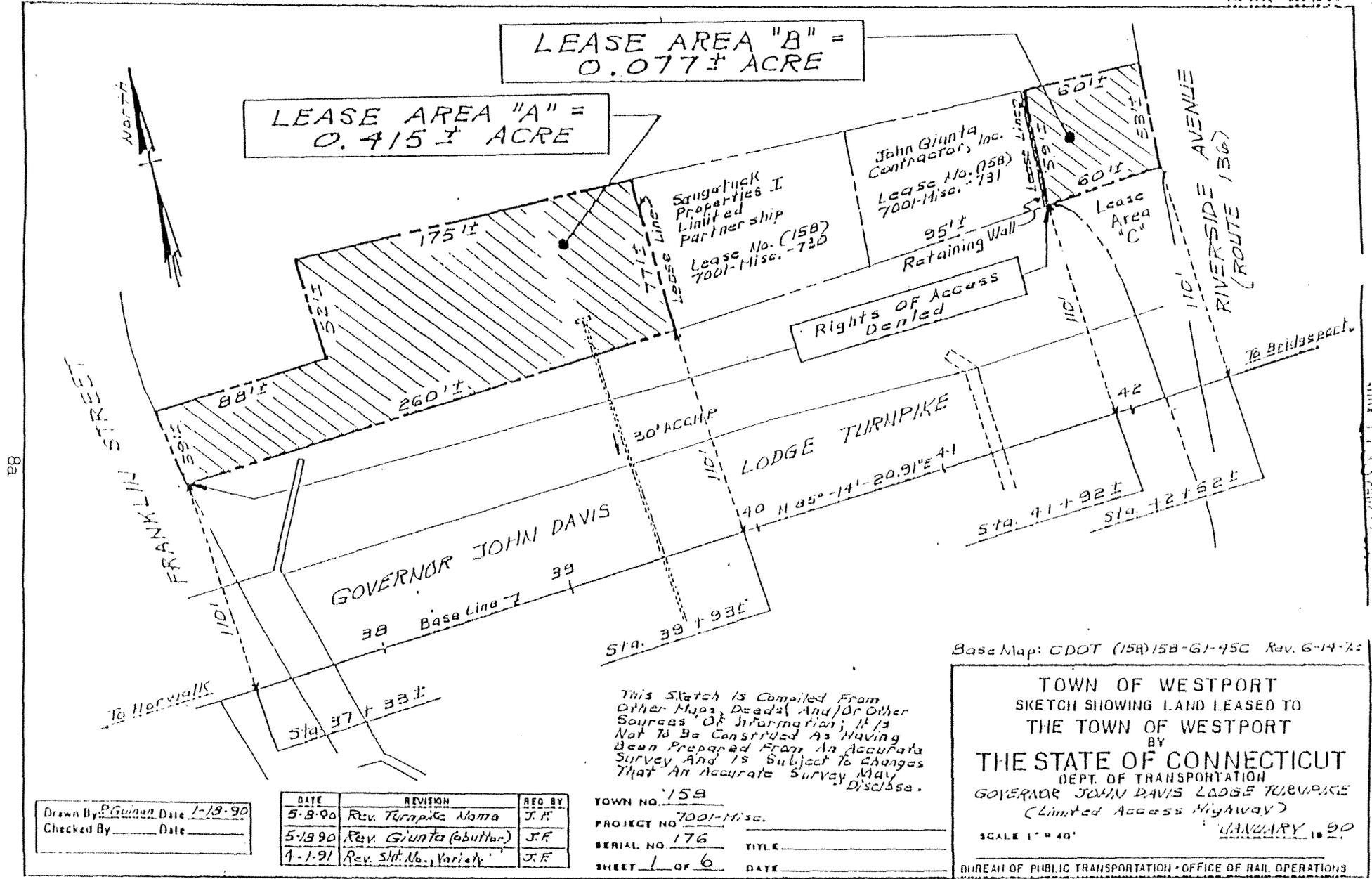
My Commission Expires:

Michael Donx  
Notary Public  
*Comm of Superior Court*

APPROVED AS TO FORM:

Carl J. Spivey  
Attorney General  
State of Connecticut

Date: 04/11/02



LEASE AREA "B" =  
0.077± ACRE

LEASE AREA "A" =  
0.415± ACRE

Rights of Access Denied

John Giunta, Inc.  
Contractor, Inc.  
Lease No. (158)  
7001-Misc.-731

Saugahack Properties I  
Limited Partnership  
Lease No. (158)  
7001-Misc.-730

GOVERNOR JOHN DAVIS

LODGE TURNPIKE

RIVERSIDE AVENUE  
(ROUTE 136)

FRANKLIN STREET

This sketch is compiled from other maps, deeds, and/or other sources of information; it is not to be construed as having been prepared from an accurate survey and is subject to changes that an accurate survey may disclose.

Base Map: CDOT (158)158-G-75C Rev. 6-14-72

TOWN OF WESTPORT  
SKETCH SHOWING LAND LEASED TO  
THE TOWN OF WESTPORT  
BY  
THE STATE OF CONNECTICUT  
DEPT. OF TRANSPORTATION  
GOVERNOR JOHN DAVIS LODGE TURNPIKE  
(Limited Access Highway)  
SCALE 1" = 40'  
JANUARY 1990  
BUREAU OF PUBLIC TRANSPORTATION • OFFICE OF RAIL OPERATIONS

TOWN NO. 158  
PROJECT NO. 7001-Misc.  
SERIAL NO. 176  
SHEET 1 OF 6  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

DATE	REVISION	REQ BY
5-8-90	Rev. Turnpike Name	J.F.
5-18-90	Rev. Giunta (Butler)	J.F.
4-1-91	Rev. Sht. No., Variat.	J.F.

Drawn By: P. Giunta Date 1-19-90  
Checked By: \_\_\_\_\_ Date \_\_\_\_\_

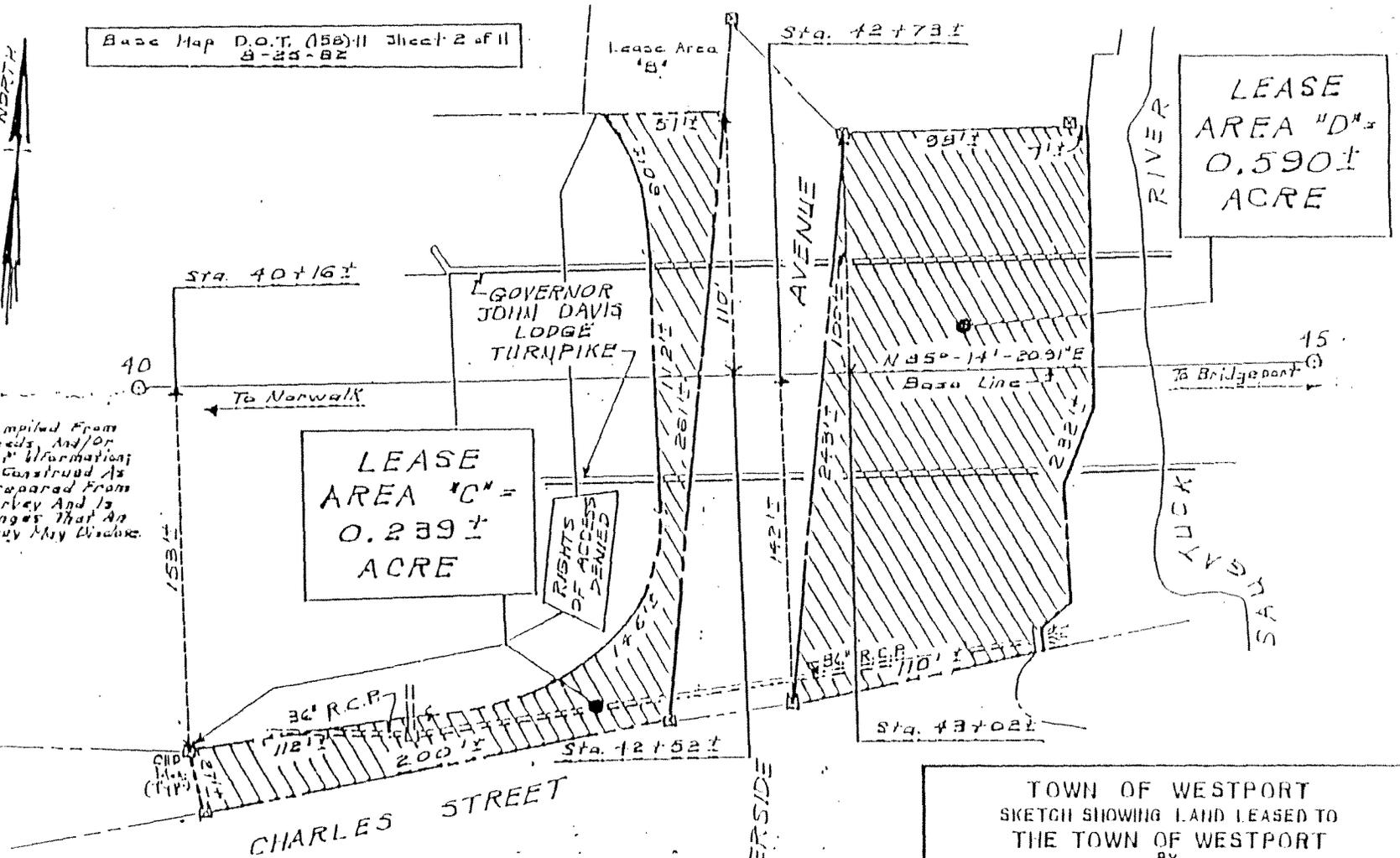
THIS PRINT HAS BEEN REDUCED IN SIZE  
INDICATED SCALE APPLIES TO ORIGINAL ONLY

Base Map D.O.T. (158) 11 Sheet 2 of 11  
8-25-82



This sketch is compiled from other maps, deeds, and/or other surveys or information. It is not to be construed as having been prepared from an accurate survey and is subject to changes that an accurate survey may disclose.

8b



LEASE AREA "D" =  
0.590±  
ACRE

LEASE AREA "C" =  
0.239±  
ACRE

RIGHTS OF ACCESS DENIED

TOWN OF WESTPORT  
SKETCH SHOWING LAND LEASED TO  
THE TOWN OF WESTPORT  
BY  
THE STATE OF CONNECTICUT  
DEPT. OF TRANSPORTATION  
GOVERNOR JOHN DAVIS LODGE TURNPIKE  
(Limited Access Highway)  
SCALE 1" = 40'  
MARCH 1991  
BUREAU OF PUBLIC TRANSPORTATION - OFFICE OF RAIL OPERATIONS

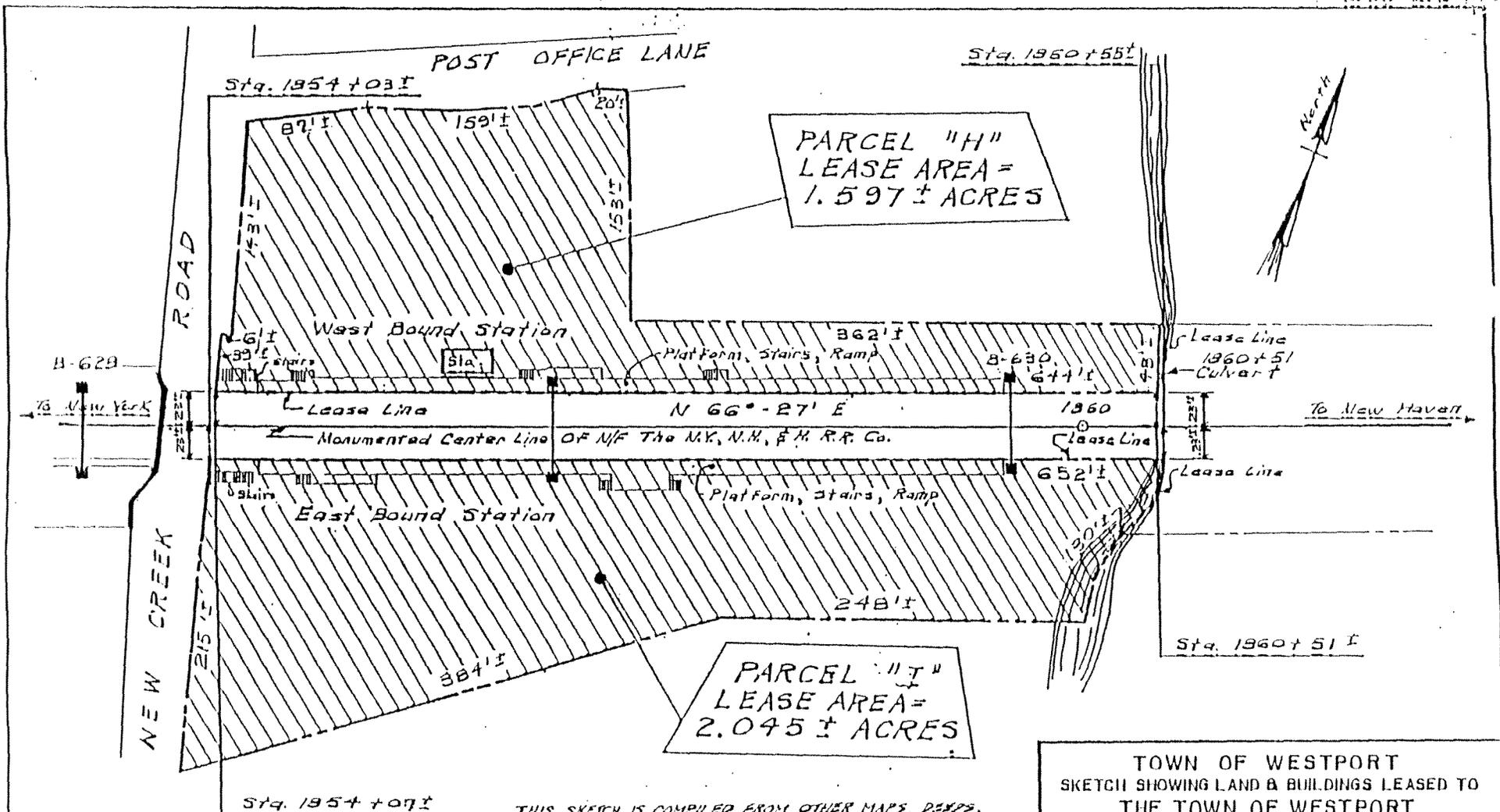
Drawn By: P. Gannon Date 3-7-91  
Checked By: \_\_\_\_\_ Date \_\_\_\_\_

DATE	REVISION	REQ BY

TOWN NO. 15 23  
PROJECT NO. 7001-1115c.  
SERIAL NO. 176  
SHEET 2 of 6  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

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**PARCEL "I"**  
LEASE AREA =  
2.045 ± ACRES

**PARCEL "H"**  
LEASE AREA =  
1.597 ± ACRES

THIS SKETCH IS COMPILED FROM OTHER MAPS, DEEDS, AND/OR OTHER SOURCES OF INFORMATION. IT IS NOT TO BE CONSTRUED AS HAVING BEEN PREPARED FROM AN ACCURATE SURVEY AND IS SUBJECT TO CHANGES THAT AN ACCURATE SURVEY MAY DISCLOSE.

TOWN OF WESTPORT  
SKETCH SHOWING LAND & BUILDINGS LEASED TO  
THE TOWN OF WESTPORT  
BY  
**THE STATE OF CONNECTICUT**  
DEPT. OF TRANSPORTATION  
(GREEN'S FARMS STATION)  
Valuation Map 53-62-36  
SCALE 1" = 60'  
MARCH 1991  
BUREAU OF PUBLIC TRANSPORTATION OFFICE OF RAIL OPERATIONS

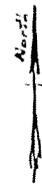
Drawn By P. Quinn Date 2-17-91  
Checked By \_\_\_\_\_ Date \_\_\_\_\_

DATE	REVISION	REQ BY

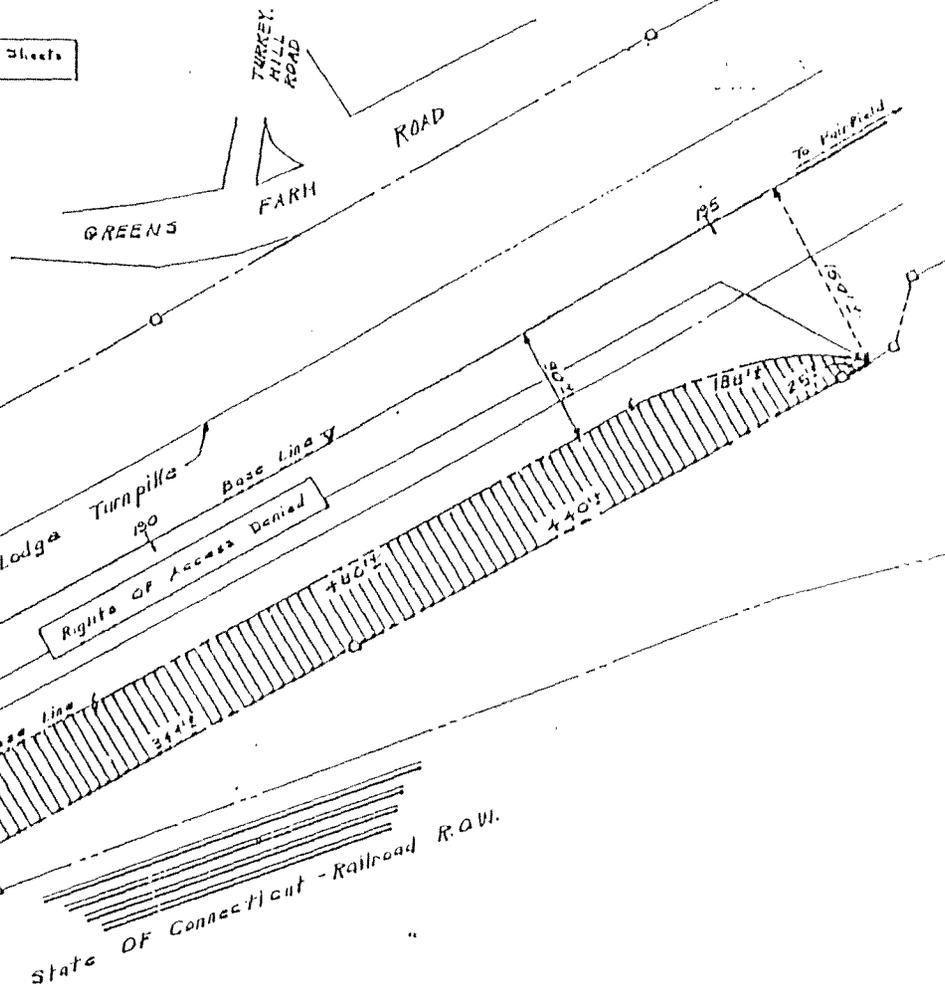
TOWN NO. 158  
PROJECT NO. 7001-Misc.  
SERIAL NO. 176 TITLE \_\_\_\_\_  
SHEET 4 OF 6 DATE \_\_\_\_\_

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INDICATED SCALE APPLIES TO ORIGINAL ONLY

Base Map D.O.T. (15a) 11 sheets  
B 19 for 11 B-25-26



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OTHER SOURCES OF INFORMATION.  
IT IS NOT TO BE CONSIDERED AS  
HAVING BEEN PREPARED FROM  
AN ACCURATE SURVEY AND IS  
SUBJECT TO CHANGES THAT AN  
ACCURATE SURVEY MAY DISCLOSE.



LEASE AREA 'J' =  
1.566 ± ACRES

Drawn by: [Signature] Date: 8-11-91  
Checked by: [Signature] Date: [Blank]

DATE	REVISION	REV BY

TOWNSHIP NO. 15B  
PROJECT NO. 700-1132  
SERIAL NO. 173  
SHEET 5 OF 6  
DATE

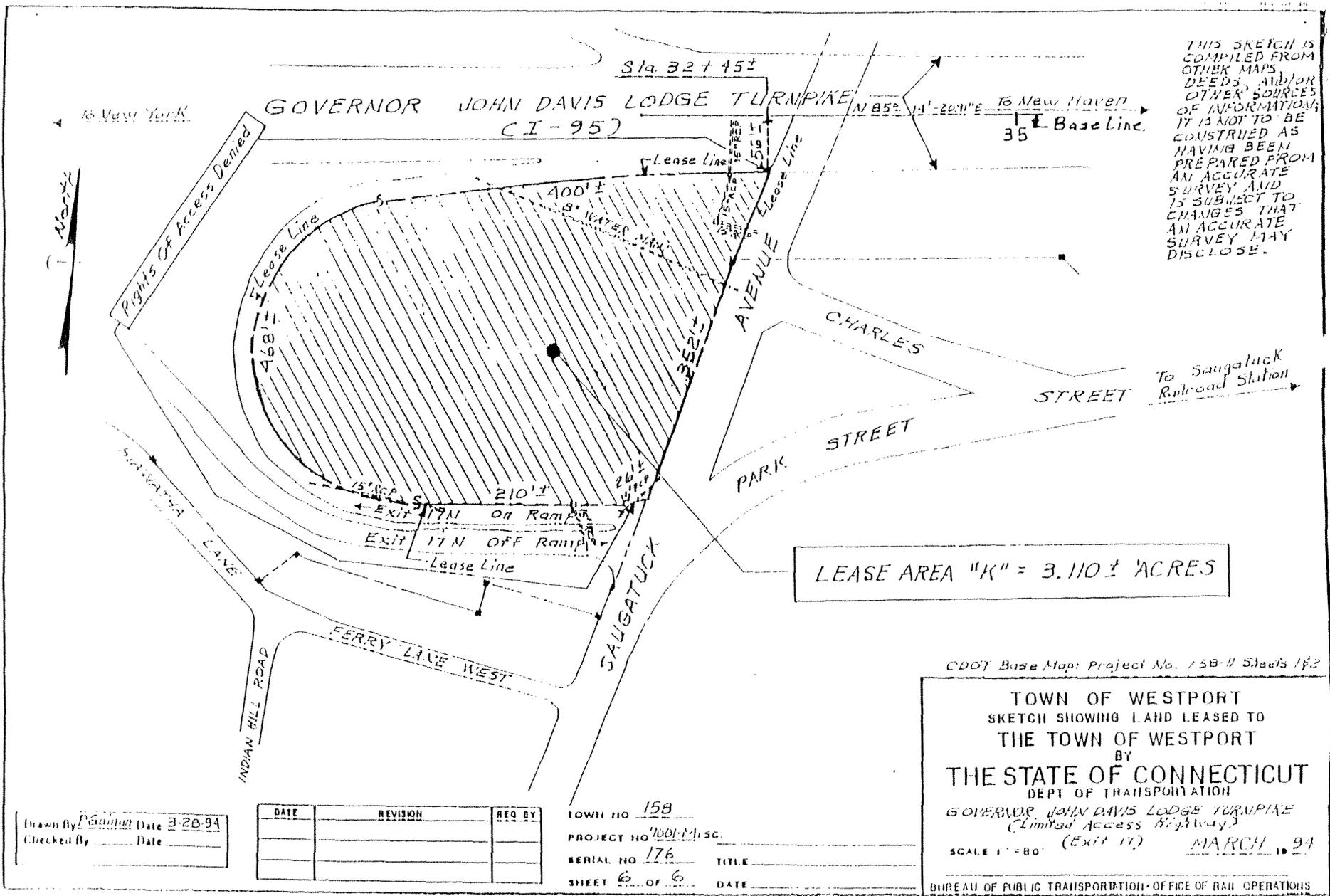
TOWN OF WESTPORT  
SKETCH SHOWING LAND LEASED TO  
THE TOWN OF WESTPORT  
BY  
THE STATE OF CONNECTICUT  
DEPT. OF TRANSPORTATION  
GOVERNOR JOHN DAVIS LODGE TURNPIKE  
(Limited Access Highway)  
SCALE 1" = 80'  
MARCH 18 91  
BUREAU OF PUBLIC TRANSPORTATION, OFFICE OF RAIL OPERATIONS

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INDICATED SCALE APPLIES TO ORIGINAL ONLY

8e

BOOK 1133 PAGE 0323

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LEASE AREA "K" = 3.110 ± ACRES

CDOT Base Map: Project No. 158-11 Sheets 1 of 2

TOWN OF WESTPORT  
 SKETCH SHOWING LAND LEASED TO  
 THE TOWN OF WESTPORT  
 BY  
 THE STATE OF CONNECTICUT  
 DEPT OF TRANSPORTATION  
 GOVERNOR JOHN DAVIS LODGE TURNPIKE  
 (Limited Access Highway)  
 SCALE 1" = 80' (Exit 17) MARCH 18 94  
 BUREAU OF PUBLIC TRANSPORTATION - OFFICE OF RAIL OPERATIONS

Drawn By P. Gannon Date 3-28-94  
 Checked By \_\_\_\_\_ Date \_\_\_\_\_

DATE	REVISION	REQ BY

TOWN NO 158  
 PROJECT NO 1001-Misc.  
 SERIAL NO 176 TITLE \_\_\_\_\_  
 SHEET 6 OF 6 DATE \_\_\_\_\_

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STANDARD RAILROAD LEASE  
SPECIFICATIONS & COVENANTS

October 10, 2000

Metro-North Commuter Railroad Company

Connecticut Department of Transportation  
Bureau of Finance & Administration  
Division of Contract Administration  
Agreements/Negotiations Section

- (1) The Second Party shall pay the costs of all water, electricity and other public utilities, if any, supplied to the Second Party under this Lease, unless otherwise specified in the Lease.
- (2) The Second Party hereby assumes all taxes, if any, levied or to be levied on said parcel of land for the tax period coincident with the duration of this Lease. A grant-in-lieu of taxes (under Section 12-19a of the General Statutes of Connecticut as the same may be amended) shall be assumed by the Second Party for the period coincident with the duration of this Lease, if such a grant-in-lieu of taxes concerning the said parcel of land is required of the State.
- (3) The Second Party agrees to maintain the said parcel of land in a clean condition, to the satisfaction of the State and to arrange for the orderly use of said parcel of land. The Second Party further agrees that it shall not permit hazardous or highly inflammable, volatile, or explosive substances to be placed on, under, or over said parcel of land or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the said parcel of land and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon said parcel of land. Ice and snow control of the sidewalks, if any, abutting the said parcel of land shall be the obligation of the Second Party.
- (4) The Second Party agrees that no junk shall be permitted to be stored on the said parcel of land. The term "junk" shall mean old or scrap paper, copper, brass, rope, rags, batteries, papertrash, rubber debris, waste or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials.
- (5) The Second Party shall not sublet or assign the said parcel of land or any part thereof without receipt of prior written approval of the State and the appropriate Federal Regulatory Agency, if required.
- (6) The Second Party shall protect, defend, and hold the State, Metro-North Commuter Railroad Company, and their officers, agents, or employees completely harmless from and against any and all liabilities, losses, suits, claims, judgements, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the leased premises or the acts or omissions of the Second Party, its officers, agents, employees, contractors, subcontractors, licensees,

or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence of the State and/or Metro-North Commuter Railroad Company. The State and Metro-North Commuter Railroad Company shall give to the Second Party reasonable notice of any such claims or actions. The Second Party shall also use counsel reasonably acceptable to the State and Metro-North Commuter Railroad Company in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

It is further understood and agreed by the parties hereto, that when the Second Party is not a municipality, the Second Party shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

When the Second Party is a municipality, the Second Party agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Second Party, the Second Party shall not use the defense of Governmental Immunity.

- (7) The Second Party agrees to secure and maintain for the duration of this Lease, including any supplements thereto and all renewals thereof, if any, with the State and Metro-North Commuter Railroad Company being named additional insured parties, the following minimum liability insurance policy or policies covering the said parcel of land at no cost to the State or Metro-North Commuter Railroad Company. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified below, the State and Metro-North Commuter Railroad Company shall be named as additional insured.

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than Seven Hundred Fifty Thousand Dollars (\$750,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence and subject to that limit per accident, a total (or aggregate) limit of One Million Five Hundred Thousand Dollars (\$1,500,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

In conjunction with the above, the Second Party agrees to furnish to the State, only on the form or forms supplied by the State, a Certificate of Insurance (CON-32), fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Each insurance policy shall state that the insurance company(ies) shall agree to investigate and defend the insured against all claims for damages, even if groundless.

- DOES NOT APPLY**
- (8) The State shall have the right to inspect the said parcel of land at any time, and to repair, maintain, improve or reconstruct any State facility and/or its appurtenances. The State shall notify the Second Party by letter of its intention, if possible, stating the time when such work is to be performed. However, if an emergency arises, a phone call from the State shall suffice. The Second Party agrees that upon being notified by the State, the Second Party shall take steps as necessary to have the said parcel of land closed to all persons and cleared of all vehicles.
  - (9) The Second Party agrees to enhance the aesthetic appearance of said parcel of land at its own expense, if required by the State, either by the creation of grassed areas and suitable plantings or by some artificial means to beautify said parcel of land, subject in either case to written approval of the State. If the Second Party elects to utilize the former course of action, the work shall be completed within the next following "planting season".
  - (10) The Second Party shall not erect on-premises signs, displays, or devices on the said parcel of land, except those signs necessary for the proper control and maintenance of said parcel of land. However, no signs may be erected until written permission is first received from the State.
  - (11) The Second Party agrees to surface and grade the said parcel of land as may be required by the State for the maintenance of the hereinabove specified use, at no expense to the State for the duration of this Lease, as approved by the State in writing.
  - (12) The Second Party agrees to install and maintain at its own expense, fencing or other device suitable to the State, around the said parcel of land, so as to control ingress and egress of vehicles and persons to and from the said parcel of land.
  - (13) The Second Party agrees to install and maintain at its own expense, a suitable electrical system for the lighting of

said parcel of land if deemed necessary by the State. Such electrical system and the Second Party's installation and maintenance thereof, shall not interfere with or damage any of the State facility and/or its appurtenances or impede the operation and maintenance thereof.

- (14) The Second Party agrees to install and maintain for the duration of this Lease, suitable devices approved by the State for the protection of all piers or pier columns and appurtenances, if any, located on the said parcel of land, at no expense to the State.
- (15) The Second Party agrees to install and maintain at its own expense, a suitable drainage system for the purpose of draining surface water from said parcel of land if deemed necessary by the State. Such drainage system or the Second Party's installation and maintenance thereof shall not interfere with or damage any portion of the State facility and/or its appurtenances or impede the operation and maintenance thereof.
- (16) The Second Party agrees to comply with and conform to all the laws of the State of Connecticut, and the ordinances and zoning regulations of the Town(s) in which the said parcel of land is located, regarding health, nuisance, fire, highways, and sidewalks, so far as the said parcel of land is or may be concerned.
- (17) The Second Party agrees that no improvements as hereinbefore mentioned or other improvements shall be undertaken until written approval is received from the State and the appropriate Federal Regulatory Agency, if required.
- (18) It is further agreed that at the termination of this Lease for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from said parcel of land, and shall be the property of the State, or at the State's option, the Second Party shall restore the said parcel of land to the same physical condition existing immediately before the execution of this Lease, at no expense to the State. In the event the Second Party shall not fulfill this obligation within a reasonable time when requested by the State, the State shall, at its option, arrange to have the work done and shall bill the Second Party for all expenses incurred. The Second Party shall promptly pay when billed without recourse.
- (19) The Second Party shall record this Lease, including any supplements hereto and all renewals thereof, if any, in the land records of the town(s) in which the said parcel of land exists, at no expense to the State, and the recording shall be done immediately upon notification that the fully

executed and approved Lease is ready to be recorded. Failure of the Second Party to record the document(s) as specified herein, shall be sufficient grounds for the State to terminate this Lease without notice.

- (20) It is further mutually understood and agreed by the parties hereto that this Lease shall not be effective until said Lease has been approved by the Secretary, Office of Policy and Management, by the Attorney General and by the State Properties Review Board of the State of Connecticut, where appropriate.
- (21) The Secretary of the State of the State of Connecticut (including any successor thereto) is hereby appointed by the Second Party as its agent for service of process for any action arising out of or as a result of this Lease, such appointment to be in effect throughout the life of this Lease including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.
- (22) The Second Party shall make all payments to the State by check, made payable to "The Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit, Connecticut Department of Transportation, P.O. Box 317546, Newington, Connecticut, 06131-7546".
- (23) The Second Party, for itself, its representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Land that: (1) no person, on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination in the use of said facilities; (2) in regard to any construction and/or improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) the Second Party shall use the land in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereof, and hold the same as if said Lease had never been made or issued.
- (24) (a) For the purposes of this section, "minority business

enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. §32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

(b) (1) The Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to blindness, unless it is shown by such Second Party that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. §§46a-68e and 46a-68f and with each

regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§46a-56, 46a-68e and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the Second Party agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Second Party's good faith efforts shall include, but shall not be limited to, the following factors: The Second Party's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Second Party shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Second Party shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. §46a-56; provided if such Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Second Party may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Second Party agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time, during the term of this contract and any amendments thereto.

(25) (a) Pursuant to Section 4a-60a of the Connecticut General Statutes, (1) The Second Party agrees and warrants that in

the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the Second Party agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The Second Party shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as result of a such direction by the commission, the Second Party may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(26) This Lease is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Lease may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Lease. The parties to this Lease, as part of the

consideration hereof, agree that said Executive Order No. Three is incorporated herein and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Lease performance in regard to nondiscrimination, until the Lease is completed or, terminated prior to completion.

The Second Party, as part consideration hereof, agrees that this Lease is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the Second Party will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. A copy of said Guidelines is attached and hereby made a part of this Lease.

(27) This Lease is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Lease may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Lease. The parties to this Lease, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Lease performance in regard to listing all employment openings with the Connecticut State Employment Service.

(28) The Second Party hereby acknowledges and agrees to comply with the Connecticut Required Contract/Agreement Provisions entitled "Specific Equal Employment Opportunity Responsibilities," dated March 6, 1998, a copy of which is attached hereto and made a part of this Lease.

(29) The Second Party assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Second Party assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Second Party assures that it will require that its covered suborganizations provide assurance to the Second Party that they similarly will undertake affirmative action programs and that they

will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- (30) The State, as the recipient, has agreed with the United States Department of Transportation to include in this Agreement the statements in paragraphs (a) (1) and (2) of Section 23.43 of Part 23 of Title 49, Code of Federal Regulations, which Part 23 is entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Programs" (which paragraphs (a) (1) and (2) are hereinafter recited verbatim).

"(a) Each recipient shall agree to abide by the statements in paragraphs (a) (1) and (2) of this section. These statements shall be included in the recipient's DOT financial assistance agreement and in all subsequent agreements between the recipient and any subrecipient and in all subsequent DOT-assisted contracts between recipients or subrecipients and any contractor.

(1) "POLICY. It is the policy of the Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

(2) DBE OBLIGATION. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of DOT-assisted contracts".

- (31) The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. ADMIN. -10 Subject: Code of Ethics Policy", March 25, 1999, a copy of which is attached hereto and made a part hereof.

The Second Party shall comply with the provisions contained in Section 1-86 of the Connecticut General Statutes, which provides as follows:

**DOES NOT APPLY**

(a) No person hired by the State as a Second Party or independent contractor shall:

(1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;

(2) Accept another State contract which would impair the independent judgment of the person in the performance of the existing contract;

(3) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.

(b) No person shall give anything of value to a person hired by the State as a Second Party or independent contractor based on an understanding that the actions of the Second Party or independent contractor on behalf of the State would be influenced.

(32) It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

(a) be in writing addressed to:

(1) when the State is to receive such notice -

Commissioner of Transportation  
Connecticut Department of Transportation  
P. O. Box 317546  
Newington, Connecticut 06131-7546;

(2) when the Second party is to receive such notice -

the person(s) acting herein as signatory for the  
Second Party receiving such notice;

(b) be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

(c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular party; and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

- (33) It is mutually understood and agreed by the parties hereto that any right of extension of the terms of this Lease specifically granted herein by the State to the Second Party, if any, shall only be exercised by the Second Party by causing notice in the form and manner herein specified, to be received by the State not less than sixty (60) days nor more than one hundred fifty (150) days prior to the effective date of such extension.
- (34) Suspended or debarred second parties, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(1) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Has not within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders:

(a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(35) The Second Party hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

(36) This clause applies to those Second Parties who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.

(37) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Clean Air Act, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. § 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the leased property.

(38) All the Second Party's obligations hereunder shall survive this Lease or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the Municipality.

(39) In addition to Item (6) of these Standard Specifications, the Second Party hereby agrees as follows:

The Second Party shall or if the Second Party is one of several lessees, the Second Party and the lessees shall jointly and severally, protect, indemnify, defend, and hold harmless the State, Metro-North Commuter Railroad Company and any of their officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.

(40) This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

(41) The Lease, when fully executed by both parties and this "STANDARD RAILROAD LEASE SPECIFICATIONS & COVENANTS", together constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Lease shall be construed as waiving any of the rights of the State under

the laws of the State of Connecticut.

Rev. 10/10/00

STATE OF CONNECTICUT  
BY HIS EXCELLENCY  
THOMAS J. MESKILL  
GOVERNOR  
EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d (b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services and

WHEREAS, section 4-61e (c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase order from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51 (d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements or state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

- (1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
- (2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.
- (3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
- (4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
- (6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII

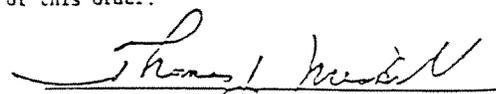
The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 23, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.

  
GOVERNOR

GUIDELINES AND RULES  
OF STATE LABOR COMMISSIONER  
IMPLEMENTING GOVERNOR'S EXECUTIVE  
ORDER NO. THREE

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SEC. 1. PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES.

a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.

b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.

c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3 EMPLOYEES.

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4. REPORTS.

a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.

b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the Labor Commissioner may define such minority groups or persons.

d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive order No. Three shall have access to these reports for inspection or copying during regular business hours.

e. Any person who wilfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.\*.

\* N.B. The above paragraphs contain requirements additional to those set forth in July 16, 1971 directive to state agencies.

b. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination, and vendor agrees to comply therewith.

c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

SEC. 7. INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, safeguarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. HEARINGS.

The Labor Commissioner or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

All State contracting agencies, employers, and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 51-51(d) of the General Statutes.

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT.

Dated at Wethersfield, Connecticut this 19<sup>th</sup> day of Nov. 1971.

*Jack A. Fusari*

JACK A. FUSARI  
LABOR COMMISSIONER

STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

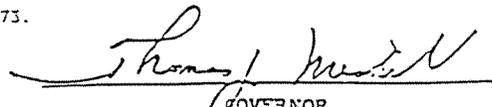
(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

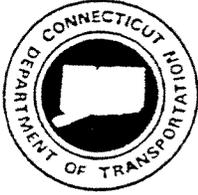
VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.

  
GOVERNOR



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
**POLICY STATEMENT**

DGF  
1/25/02

1/2/02

Policy No. ADMIN.-10  
March 25, 1999

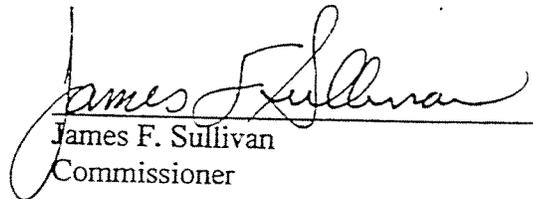
SUBJECT: Code of Ethics Policy

It is the policy of the Department that all employees are to comply with Sections 1-79 through 1-89 of the Connecticut General Statutes, as amended, entitled Code of Ethics for Public Officials.

Any questions concerning the application of the Code of Ethics for specific situations should be directed to the State Ethics Commission.

The Personnel Administrator shall be responsible for issuing periodic updates and/or clarifications of previously released Personnel Memorandums concerning this Code of Ethics Policy as is deemed appropriate.

(This statement supersedes the Commissioner's Policy Statement No. ADMIN.-10, dated November 28, 1994.)

  
James F. Sullivan  
Commissioner



John G. Rowland

Executive Order No. 16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following Violence in the Workplace Prevention Policy:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment —

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

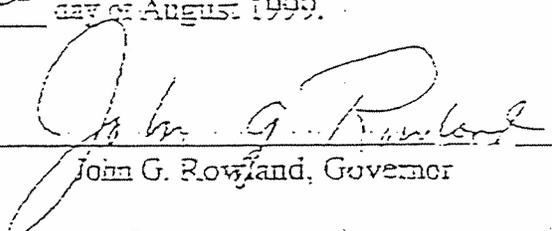
Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.

3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut this 17<sup>th</sup> day of August 1999.

  
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John G. Rowland, Governor

Filed this 17<sup>th</sup> day of August 1999



  
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Susan Byskiewicz, Secretary of the State