

Phase Two Report

FINAL

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



URBITRAN

Prepared for

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Submitted by

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INTRODUCTION

The Connecticut Department of Transportation (CDOT) initiated the Connecticut Rail Station Governance Study in 2001 with the intent of evaluating the condition and operations on the New Haven Line and its three branches. In total, this study is separated into three portions:

- Data Collection and Identification of Issues
- Evaluation and Recommendation of Rail Governance Options
- Final Report Development

This portion of the study is designed to provide information to guide CDOT going forward in the evaluation, selection, and implementation of a number of strategies to improve the “serviceability, financial effectiveness and service quality” as relates to the facilities through which the service is operated.

As noted previously, the mission statement of the study is:

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

The Phase One Report (Chapters 1-3, Tasks 1-6), completed in December 2003, summarized an in-depth evaluation of the condition of the stations in the study area. This incorporated an up-to-date “state of good repair” assessment of each facility, and an operational review which provided an overview and evaluation of both the parking and station operations. The Phase One report also incorporate important information gained from discussions with a number of critical stakeholders who provided valuable insight into how the contractual relationship between the communities and CDOT have developed over time. It is from this work that the information was developed for this Phase Two Report. All study published reports can be viewed on the study website: <http://www.ctrailgovernance.com>.

Since the Phase One report was completed and distributed in November of 2003, many changes have already occurred in the program and at the various facilities to correct gaps in processes and procedures at many stations. These have included both physical improvements at stations, as well as a development of the recognition that strengthening financial accountability at the individual station level is beneficial to all contractual parties. These quick developments clearly delineate how important the work contained in this study is to the overall management and governance of the stations.

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

The Phase Two Report also includes work associated with Task 7, a national survey of practices which was completed for eight regional/commuter rail operations. The research provides

findings and recommendations, which, taken in concert with the findings of the Phase I report, provide the basis for the development of the governance options which are the findings and recommendations contained in this Phase Two Report.

The technical aspects of this report include the following:

Task 7. Survey of National Practices at Regional/Commuter Rail Operations

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

Task 8. Presentation of Alternative Methods of Governance

- Based on our review of common practices at other Rail properties nationally, as well as the consulting team’s own knowledge of common and practical governance practices, three options of governance have been identified providing a range of strategies for consideration. This task will describe the range of strategies as well as identify considerations for each.
- Evaluation criteria covering a range of qualitative and quantitative considerations were developed. Under each of the governance options, these criteria were discussed with issues identified for further consideration by CDOT as part of their selection process.

Based on the work developed in these two tasks, this report also includes recommendations for the development of a Standards and Practices Protocol which should guide governance regardless of the ultimate governance option adopted by CDOT, a Standard Lease format and a financial analysis of revenues and expenses for CDOT consideration.

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

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

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

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

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

- Caltrain
- MTA/LIRR
- MBTA
- METRA
- MTA/MNRR
- NJT
- SEPTA
- VRE

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

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

Practices of Commuter/Regional Rail Operators

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

Table 1 summarizes the general operating characteristics of the surveyed agencies. METRA is the largest agency surveyed and VRE is the smallest. For the agencies surveyed, one-third of stations are staffed. Tickets are sold at vending machines or on trains where no staff is present. Staffing is provided either by the commuter rail agency, a contractor, or both. Tickets are more likely to be sold at all stations than only at major stations. The only system with uniform governance methods for all stations is MTA/LIRR.

Table 1: Summary Operational Information by Agency

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

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

Caltrain

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

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

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

MTA/LIRR

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

All MTA/LIRR stations are governed uniformly. Station facilities are owned by MTA/LIRR, but local municipalities own most of the parking. The rest of the parking is either owned by MTA/LIRR or is privately owned. Operational and maintenance responsibilities follow the same pattern. Services are managed by a mixture of MTA/LIRR, municipalities and other private entities. Management of security activities is solely the responsibility of the municipalities and building and shelter maintenance and platforms are solely the responsibility of MTA/LIRR. Maintenance and operations are funded by the municipalities and MTA/LIRR.

For amenities, the state is responsible for bike lockers. News stands, concession stands, and dry cleaning facilities are leased to private companies. MTA police and private alarm monitoring companies are responsible for security. All other amenities are provided by MTA/LIRR.

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

MBTA

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

MBTA stations are governed under different arrangements throughout the system. MBTA owns the station facilities and platforms but a mixture of MBTA, local municipalities and other private entities own the parking. Responsibility for the station facilities is assigned through ownership, and lease agreements with municipalities, MBTA, and other private providers. Boarding platform responsibility is assigned through lease agreement with MBTA. Parking responsibility is split among lease agreements with the municipalities, MBTA, and private providers. MBTA manages all services and shares management of only parking maintenance and landscaping with the municipalities. Maintenance and operations are funded by MBTA and parking revenue. MBTA provides all amenities at stations except dry cleaning, security, and storage facilities.

Maintenance is the largest issue facing MBTA currently. MBTA tries to standardize maintenance to simplify management and to hire fewer contractors so that responsibilities are clear. It has been the experience of MBTA that towns responsible for maintenance have not provided the same level of maintenance as MBTA. Thus, MBTA often performs these maintenance functions at their own expense contrary to the agreements.

METRA

METRA, located in Chicago, IL, serves 300,000 riders on an average weekday. They have 230 stations, 80 of which are staffed. METRA provides the staffing at all station but 2, where Amtrak provides the staffing. Tickets are only sold at major stations with boardings of more than 1,000 per day. Daily tickets are sold via ticket vending kiosks/machines. Other tickets are sold by mail, on the internet, and through employers through WageWorks.

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

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

MTA/MNRR

MTA/MNRR operates 121 stations in New York and Connecticut. It serves 224,000 average weekday passengers east of the Hudson River. Thirty-nine of the stations have staff, including Grand Central Station. The stations are staffed by MTA/MNRR. Tickets are sold at all the mainline stations. Tickets are sold by an all-day agent, vending kiosk/machines, by mail, and through the internet.

The MTA/MNRR stations are governed differently throughout the system. Buildings and platforms are primarily owned by MTA in New York and by Connecticut DOT in Connecticut. Parking is owned by a combination of the municipalities and MTA/MNRR. Maintenance and operation responsibility belongs to MNRR in New York and is split between MNRR and municipality leases in Connecticut. MTA/MNRR manages all services provided at the stations except parking maintenance, which is split with the municipalities. MTA/MNRR may also contract out landscaping services. Maintenance and operations are funded by MTA/MNRR. Dry cleaning at one station and telephones at all stations are provided by an outside entity. MTA/MNRR provides all other amenities except for bike lockers and storage facilities due to security concerns.

Currently MTA/MNRR is looking for alternate access to train stations e.g. ferry service connections to Beacon Station and Orange County.

NJT

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

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

SEPTA

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

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

VRE

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

The governing arrangements differ by station. Station ownership is mixed; VRE, municipalities, CSX and Amtrak all own stations. VRE owns the platforms and the municipalities own the

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

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

Review of Parking Operations

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

Table 2 summarizes the parking data provided by the participating agencies. The distribution of daily parking spaces and permit parking spaces varies greatly from agency, as does the number of free spaces. Only MTA/LIRR mentioned specific use of metered spaces. Parking cost also fluctuates greatly between agencies. Only SEPTA and VRE have uniform costs throughout their systems, all others vary by municipality or other division. VRE charges no parking fees to their riders. Pay stations are the overwhelming choice of all agencies for daily free collection. Parking rates are generally determined by the commuter rail agency, the municipality, or some combination of both. The same situation applies to the recipient of the parking revenue. About half of the agencies surveyed use parking fees to fund the parking operations.

Table 2: Summary Parking Information by Agency

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

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

Caltrain

Caltrain provides parking in surface lots and in satellite parking lots. Parking is limited to 24 hours. Caltrain has 2,170 free spaces (all south of San Jose); 400 permit spaces in satellite lots,; and 5,150 daily spaces in surface lots and 400 spaces in satellite parking lots. Regardless of parking lot location, monthly permits cost \$15 and daily parking costs \$1.50, with exception of stations south of San Jose where parking is free. Daily parking fees are collected through pay stations. Caltrain is responsible for determining the parking rates and structure. Parking fees are

not used to manage the parking system. Caltrain receives the parking revenues, which are put into the general fund.

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

MTA/LIRR

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

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

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

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

MBTA

MBTA has a total of 30,889 spaces. Of these spaces, 26,897 are located in surface lots and 3,992 are located in structured parking. Overnight parking is restricted in MBTA lots. Daily parking is the only type available and costs \$2.00. The cost to park varies at private lots. The costs are uniform at MBTA parking facilities but municipalities are allowed to set their own rates. Daily parking fees are collected at pay stations. Parking fees are used to manage the parking system.

Rates are set uniformly at MBTA owned lots with the exception that some lots have remained historically free. Parking revenue goes to the municipalities and MBTA. Municipalities collect and keep revenues from municipally owned lots. A third party contractor collects parking revenue for MBTA lots and the revenue goes to the MBTA.

METRA

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

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

METRA has found that partnering with the communities has proven effective in getting community support. METRA provides funding to build parking facilities and turns the facility over to the community to operate and maintain. METRA and the community work together to create policies regarding parking fees, acceptance of commuters from outside the community, and maintenance. The municipality keeps the parking revenue for maintenance and operation expenses and the surplus is deposited in a reserve fund for future capital improvements. With this financing plan, METRA does not need to reinvest their funds in the parking facility. Additionally, the State of Illinois provides grants to communities to build parking and operate it for 20 years. After the 20 years the decision is left to the community as to what to do with the land.

MTA/MNRR

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

MTA/MNRR permits range from \$100 to \$1000 in surface lots and approximately \$2/day in structured parking. The daily fee in surface lots ranges from \$2 to \$7.50. Parking is free in offsite park and ride lots and the prices are competitive in private lots. Municipalities charge different rates for residents and non-residents and MTA/Metro-North seeks to establish 'territory rates'

based on prevailing rates in the vicinity. Daily parking fees are generally paid via pay stations. A mixture of MTA/MNRR and the municipalities determine the parking rates and structure. Parking fees are not used to manage the system. Parking revenue goes to the municipalities, MNRR, and private operators. Metro-North revenues go into the general fund and some municipalities use their parking revenues for parking maintenance and improvements.

MTA/MNRR has several parking concerns that they are addressing currently. Local support for parking lot expansion is an issue because MTA/MNRR does not own all of the parking. They are also looking into a parking management operator, which would allow more efficient use of available parking by overselling permits based on seasonality and vacancies. MTA/MNRR would like to develop a cooperate arrangement with private uses near stations in order to share parking. Finally, MNRR is planning establishing more park & ride bus service to stations where parking is limited.

NJT

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

NJT is currently using a state bond to build a 2,000 space garage and retiring debt with parking revenue. They are also in the process of automating their parking lot fee collection. Issues facing NJT are related to parking pricing. Private lots can adjust pricing based on the market but NJT lot prices are constrained. NJT has also been discussing combining the rail fare and the parking fee into one ticket.

SEPTA

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

SEPTA has created a parking task force to identify system-wide opportunities for parking expansion. The task force identifies locations and attempts to get community approvals.

SEPTA's main concern is inadequate parking supply in suburban areas. They have several new facilities in the plans for the future.

VRE

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

Survey Summary

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

Findings and Recommendations

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

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

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

Simplify and Standardize Governance Arrangements

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

Maintain Control through Clearly Defined Standards and Responsibilities

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

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

Provide a Mechanism for Enforcement

Two alternative models for strong management of commuter rail facilities emerge from this task. Each offers the ability to simplify and standardize commuter rail governance practices while maintaining clearly defined roles and responsibilities. In addition, each provides a mechanism for enforcement, which is a crucial aspect to retaining control.

SEPTA

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

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

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

METRA

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

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

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

Opportunities to Increase Parking at Stations

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

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

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

Partnering with communities: Many operators have developed programs in partnership with municipalities. These programs range from community task forces to work with the operator to identify land for parking and mitigation plans for expanded parking, to

accommodating other modes of access to stations. For example, MNR provides free parking at remote parking lots with free shuttle bus service to the station.

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

Benefits for CDOT

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

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

Simplify and Standardize Governance Arrangements

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

Maintain Strong Oversight through Clearly Defined Standards and Responsibilities

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

Provide a Mechanism for Enforcement

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

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

CHAPTER 5: STANDARDS AND PRACTICES MANUAL

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

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

Task 1: Protocol for Development of Standards and Practices Manual

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

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

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

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

Consistency of Contracts and Lease Terms

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

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

Appendix F of this Phase Two report contains proposed Updated Clauses for a Standard lease Agreement for CDOT.

Standard Operating Procedures for Stations

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

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

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

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

Operations

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

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

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

Accountability

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

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

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

Table 3: Example Accountability Chart for each Station

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

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

Standard Management Practices

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

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

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

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

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

Financial Management

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

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

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

Planning Coordination

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

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

Lack of Centralized Decision Making and Control

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

Establishment of Enforcement and Performance Monitoring

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

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

Governance Philosophy

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

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

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

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

Task 2: Suggested Topics Index for Standards and Practices Manual

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

CHAPTER 6: DRAFT GOVERNANCE OPTIONS

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

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

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

The three governance options to be explored include:

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

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

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

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

Option 1: Minimal Strategy

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

Specific components of this option are explained below.

Strengthened and Improved Leases

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

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

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

Standard Lease Clauses

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

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

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

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

Operating Guidelines

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

CDOT Considerations

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

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

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

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

Option 2: Memorandum of Understanding (MOU)

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

Specific components of this option are explained below.

Strengthened and Improved Leases

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

Memoranda of Understanding

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

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

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

Operating Guidelines

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

CDOT Considerations

The following are considerations for CDOT under this option:

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

Option 3: Single-Entity State Governance

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

Property Acquisition

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

Dedicated CDOT Operating Division

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

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

CDOT Considerations

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

the department under present conditions in state government.

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

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

CHAPTER 7: EVALUATION CRITERIA

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

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

Financial Responsibility

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

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

Professionalism

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

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

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

Support of Transit System

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

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

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

Customer Service

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

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

Evaluation of the comparability of stations for consistency of use by customers using more than one station is another criterion that blends with the support of transit. Standardization of all parking (mentioned earlier) is necessary for customers to appropriately choose a station that best

suits their needs based upon service, and similar payment methods, hours of operation, guidance, and services will ultimately enhance service and customer interest.

Table 4 was developed to incorporate a series of criteria, both qualitative and quantitative, for consideration in the implementation phases of this study.

Table 4: Evaluation Criteria Matrix

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

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

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

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

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

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

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

Appendix A: Survey Form



CDOT Rail Station and Parking Governance Study

Date _____

GENERAL INFORMATION

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

I. Commuter Rail Information

System Name: _____

Street Address: _____

City: _____ State _____ Zip Code: _____

Contact Person: _____

Street Address: _____

City: _____ State _____ Zip Code: _____

Telephone: _____ FAX _____ Email: _____

1. How many stations are in your system? _____

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

3. How many stations are staffed? _____

4. Who provides the staffing?

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

5. Are tickets sold at the stations?

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

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

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

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

- Uniform
- Different arrangements

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

8. Please indicate who owns the following:

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

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

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

10. Who manages the following services?

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

11. How are maintenance/operations funded?

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

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

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

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

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

14. Are there restrictions on parking?

- No
 Yes (explain) _____

15. What is the cost to park?

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

16. Are costs uniform throughout the system?

- Yes
 No Explain _____

17. How are parking fees collected?

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

18. Who determines the parking rate and structure?

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

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

Yes No Use the lines below for any comments.

20. Who receives the parking revenues?

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

21. How are the parking revenues used/distributed?

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

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

Appendix B: Survey Terminology

Parking Facility Types

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

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

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

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

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

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

Parking Fee Collection Tools

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

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

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

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

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

Appendix C: Completed Surveys



CDOT Rail Station and Parking Governance Study

Date May 9, 2004

GENERAL INFORMATION

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

I. Commuter Rail Information

System Name: Caltrain

Street Address: 1250 San Carlos Avenue

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

Contact Person: Janet McGovern

Street Address: same

City: _____ State _____ Zip Code: _____

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

1. How many stations are in your system? 34

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

3. How many stations are staffed? 8

4. Who provides the staffing?

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

5. Are tickets sold at the stations?

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

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

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

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

- Uniform
- Different arrangements

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

8. Please indicate who owns the following:

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

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

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

10. Who manages the following services?

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

11. How are maintenance/operations funded?

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

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

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

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

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

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

14. Are there restrictions on parking?

No

Yes (explain) Limited to 24 hours.

15. What is the cost to park?

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

16. Are costs uniform throughout the system?

Yes

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

17. How are parking fees collected?

Windshield envelopes

Pay stations

Prepaid scratch-offs

Vouchers

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

18. Who determines the parking rate and structure?

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

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

Yes No Use the lines below for any comments.

20. Who receives the parking revenues?

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

21. How are the parking revenues used/distributed?

General Fund.

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

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

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

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



CDOT Rail Station and Parking Governance Study

Date March 31, 2004

GENERAL INFORMATION

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

I. Commuter Rail Information

System Name: MTA/Long Island Rail Road

Street Address: Jamaica Station

City: Jamaica State NY Zip Code: 11435

Contact Person: Joyce R. Shuman

Street Address: LIRR, Dept 0535, Jamaica Station

City: Jamaica State NY Zip Code: 11435

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

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

5. Are tickets sold at the stations?

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

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

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

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

- Uniform
- Different arrangements

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

8. Please indicate who owns the following:

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

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

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

10. Who manages the following services?

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

11. How are maintenance/operations funded?

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

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

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

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

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

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

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

Meters include multi-meters

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

Included in above:

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

14. Are there restrictions on parking?

- No
 Yes (explain)

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

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

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

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

16. Are costs uniform throughout the system?

- Yes
 No Explain

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

17. How are parking fees collected?

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

18. Who determines the parking rate and structure?

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

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

- Yes No Use the lines below for any comments.

20. Who receives the parking revenues?

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

21. How are the parking revenues used/distributed?

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

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

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

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

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

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



CDOT Rail Station and Parking Governance Study

Date May 20, 2004

GENERAL INFORMATION

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

I. Commuter Rail Information

System Name: MBTA

Street Address: _____

City: Somerville State MA Zip Code: _____

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

Street Address: 32 Cobble Hill Road

City: Somerville State MA Zip Code: 02143

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

1. How many stations are in your system? 119

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

3. How many stations are staffed? Main terminals only

4. Who provides the staffing?

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

5. Are tickets sold at the stations?

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

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

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

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

- Uniform
- Different arrangements

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

8. Please indicate who owns the following:

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

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

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

10. Who manages the following services?

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

11. How are maintenance/operations funded?

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

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

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

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

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

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

14. Are there restrictions on parking?

No

Yes (explain) Overnight

15. What is the cost to park?

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

16. Are costs uniform throughout the system?

Yes

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

17. How are parking fees collected?

Windshield envelopes

Pay stations

Prepaid scratch-offs

Vouchers

Other (Specify) _____

18. Who determines the parking rate and structure?

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

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

✓ Yes No Use the lines below for any comments.

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

20. Who receives the parking revenues?

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

21. How are the parking revenues used/distributed?

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

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

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

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

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



CDOT Rail Station and Parking Governance Study

March 31, 2004

Date _____

GENERAL INFORMATION

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

I. Commuter Rail Information

System Name: METRA

Street Address: 547 W. Jackson

City: Chicago State IL Zip Code: 60661

Contact Person: Gary Foyle

Street Address: _____

City: _____ State _____ Zip Code: _____

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

1. How many stations are in your system? 230

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

3. How many stations are staffed? 80

4. Who provides the staffing?

State or other Public Agency

Municipality

Commuter Rail Agency/Authority

Private

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

5. Are tickets sold at the stations?

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

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

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

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

- Uniform
- Different arrangements

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

8. Please indicate who owns the following:

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

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

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

10. Who manages the following services?

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

11. How are maintenance/operations funded?

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

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

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

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

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

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

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

14. Are there restrictions on parking?

No

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

15. What is the cost to park?

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

* Based on 1999 data

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

16. Are costs uniform throughout the system?

Yes

No Explain Varies by municipality

17. How are parking fees collected?

Windshield envelopes

Pay stations

Prepaid scratch-offs

Vouchers

Other (Specify) _____

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

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

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

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

✓ Yes No Use the lines below for any comments.

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

20. Who receives the parking revenues?

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

21. How are the parking revenues used/distributed?

Parking revenues are used to manage the system.

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

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

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

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

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

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



CDOT Rail Station and Parking Governance Study

Date April 2, 2004

GENERAL INFORMATION

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

I. Commuter Rail Information

System Name: MTA/Metro-North Railroad

Street Address: 347 Madison Avenue

City: New York State NY Zip Code: 10017

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

Street Address: _____

City: _____ State _____ Zip Code: _____

212-340-4939

buckley@mnr.org

Telephone: _____ FAX _____ Email: _____

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

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

5. Are tickets sold at the stations?

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

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

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

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

- Uniform
- Different arrangements

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

8. Please indicate who owns the following:

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

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

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

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

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

10. Who manages the following services?

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

MNRR may contract this out to improve quality of service

11. How are maintenance/operations funded?

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

Not sure how maintenance/operations are funded in CT.

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

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

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

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

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

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

14. Are there restrictions on parking?

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

15. What is the cost to park?

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

Municipalities charge non-residents higher rate.

16. Are costs uniform throughout the system?

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

17. How are parking fees collected?

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

18. Who determines the parking rate and structure?

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

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

Yes No Use the lines below for any comments.

19. Who receives the parking revenues?

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

20. How are the parking revenues used/distributed?

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

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

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

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

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

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

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

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



CDOT Rail Station and Parking Governance Study

Date April 1, 2004

GENERAL INFORMATION

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

I. Commuter Rail Information

System Name: NJ Transit

Street Address: One Penn Plaza

City: Newark State NJ Zip Code: 07105

Contact Person: D.C. Agrawal

Street Address: One Penn Plaza

City: Newark State NJ Zip Code: 07105

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

1. How many stations are in your system? 161

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

3. How many stations are staffed? 45-50

4. Who provides the staffing?

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

5. Are tickets sold at the stations?

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

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

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

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

- Uniform
- Different arrangements

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

8. Please indicate who owns the following:

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

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

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

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

10. Who manages the following services?

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

11. How are maintenance/operations funded?

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

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

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

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

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

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

14. Are there restrictions on parking?

No

Yes (explain) Handicapped accessible spaces.

15. What is the cost to park?

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

Different rates charged for local residents.

16. Are costs uniform throughout the system?

Yes

No Explain _____

17. How are parking fees collected?

Windshield envelopes

Pay stations

Prepaid scratch-offs

Vouchers

Other (Specify) Mail-in; Attendant at lot

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

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

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

Yes No Use the lines below for any comments.

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

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

21. How are the parking revenues used/distributed?

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

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

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

Automation of parking lot fee collection.

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

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

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



CDOT Rail Station and Parking Governance Study

Date March 31, 2004

GENERAL INFORMATION

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

I. Commuter Rail Information

System Name: SEPTA

Street Address: 1234 Market Street

City: Philadelphia State PA Zip Code: 19107

Contact Person: Joe Cafaratti/Andrew Furman

Street Address: _____

City: _____ State _____ Zip Code: _____

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

1. How many stations are in your system? 158

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

3. How many stations are staffed? 74

4. Who provides the staffing?

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

5. Are tickets sold at the stations?

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

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

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

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

- Uniform
- Different arrangements

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

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

8. Please indicate who owns the following:

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

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

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

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

10. Who manages the following services?

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

Landscaping and cleaning services are contracted out by SEPTA.

11. How are maintenance/operations funded?

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

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

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

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

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

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

* Municipal (City of Philadelphia)

14. Are there restrictions on parking?

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

15. What is the cost to park?

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

16. Are costs uniform throughout the system?

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

17. How are parking fees collected?

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

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

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

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

Yes No Use the lines below for any comments.

Revenues from parking go into SEPTA General Fund.

20. Who receives the parking revenues?

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

21. How are the parking revenues used/distributed?

Funds go into SEPTA General Fund.

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

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

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

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



CDOT Rail Station and Parking Governance Study

March 31, 2004

Date _____

GENERAL INFORMATION

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

I. Commuter Rail Information

System Name: VRE

Street Address: 1500 King Street, Suite 202

City: Alexandria State VA Zip Code: 22314

Contact Person: Jennifer Straub

Street Address: 1500 King Street, Suite 202

City: Alexandria State VA Zip Code: 22314

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

1. How many stations are in your system? 18

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

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

4. Who provides the staffing? **N/A**

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

Other (Specify) _____

5. Are tickets sold at the stations?

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

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

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

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

- Uniform
- Different arrangements

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

8. Please indicate who owns the following:

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

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

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

10. Who manages the following services?

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

11. How are maintenance/operations funded?

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

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

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

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

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

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

14. Are there restrictions on parking?

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

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

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

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

- Yes
 No Explain _____

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

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

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

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

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

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

20. Who receives the parking revenues? N/A

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

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

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

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

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

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

Appendix D: Example Lease Agreement: METRA

LEASE AGREEMENT

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

SUMMARY OF TERMS:

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

Rent Payment Sent to:

Metra
attn: Treasurer
547 West Jackson
Chicago, Illinois 60661

RECITALS

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

AGREEMENT:

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

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

2. **RENT.**

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

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

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

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

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

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

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

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

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

4. TAXES AND EXPENSES.

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

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

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

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

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

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

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

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

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

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

5. LESSOR'S TITLE.

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

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

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

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

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

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

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

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

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

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

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

10. ALTERATIONS.

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

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

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

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

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

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

11. USE OF PREMISES.

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

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

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

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

12. REPAIRS AND MAINTENANCE.

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

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

13. INSURANCE.

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

(1) General Liability:

(a) Bodily Injury

\$_____ each person

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

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

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

14. UNTENANTABILITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Notices to Lessor shall be sent to:

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

(b) Notices to Lessee shall be sent to:

Phone: _____
Fax: _____

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

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

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

joint venture.

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

22. **ATTORNEYS' FEES.** In the event of any litigation or arbitration between Lessee and Lessor to enforce any provision of this Lease, or any right of either Party hereto, if Lessor is the prevailing Party, Lessee shall pay to Lessor all costs and expenses, including court costs and reasonable attorneys' fees, incurred by Lessor with respect to such litigation or arbitration. If Lessor, without fault is made a party to any litigation instituted by or against Lessee, Lessee shall indemnify Lessor against and save it harmless from all costs and expenses, including reasonable attorneys' fees incurred by Lessor in connection therewith.

23. **ESTOPPEL CERTIFICATE.** Lessee shall at any time and from time to time, after having received ten (10) days' prior written notice from Lessor execute, acknowledge or deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of the modification and certifying that this Lease, as so modified, is in full force and effect) and the dates which Rent is due Lessor and other charges are paid and acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder or specifying such defaults if any are claimed. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that this Lease is in full force and effect, without modification except as may be represented by Lessor, and that there are no uncured defaults in Lessor's performance.

24. **REAL ESTATE BROKER.** Lessee represents that Lessee has dealt with no real estate broker in connection with this Lease and agrees to indemnify, defend and hold Lessor harmless from all claims or demands of any broker or brokers for any commission alleged to be due such broker or brokers in connection with its participating in the negotiation with Lessee of this Lease.

25. **JURY TRIAL.** Lessee hereby agrees to waive all its rights to a jury trial in any action brought by either Party pursuant to or to enforce the rights or obligations of the Parties under the terms, conditions and provisions of this Agreement.

26. **GENERAL.** This Agreement and the rights and obligations accruing hereunder are binding upon the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Section

captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any exhibit hereto, the terms set forth in such exhibit shall govern and control. *Time is of the essence with respect to the performance of the terms, covenants, and provisions set forth in this Agreement.*

27. **LESSOR'S LIEN.** Lessor shall have a first lien upon the interest of Lessee under this Lease to secure the payment of all moneys due under this Agreement, which lien may be foreclosed in equity at any time when money is overdue under this Agreement; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of the Premises and who may relet the same under the orders of the court appointing said receiver.

28. **[PLEASE CONFIRM_] CLEARANCES.** If applicable, Lessee shall not erect or allow to be erected any improvements or place material or obstruction of any kind or make any excavation on or about the Premises or the adjoining property without giving a clearance of at least eight (8) feet six (6) inches from the centerline of any railroad track and headroom of not less than twenty-five (25) feet above the top of the rails, except in the case of platforms not higher than four (4) feet above the top of the nearest rail of said track a minimum clearance of six (6) feet from the centerline of said track to the edge of platforms will be permitted. All windows, doors or gates shall be of the swinging type, or shall open toward the inside of the enclosure when such enclosure is so located that the said window, doors or gates, if opening outward, would, when opened, swing closer than eight (8) feet six (6) inches to the centerline of said track. If by statute, ordinance or order of competent public authority a greater or other clearance shall be required than provided in this Paragraph, Lessee shall immediately comply with such statute, ordinance or order. Lessee assumes all responsibility for and agrees to protect, defend, indemnify and hold harmless Lessor, NIRCRC and RTA, their respective directors, officers, agents and employees, from and against all loss, damage and expense caused by, or arising out of, or contributed to by the erection or presence of any improvement or the placing, storing or presence of material or obstruction of any kind or making or presence of any excavation at any place prohibited by this Section.

29. **RAIL SERVICE.** Lessor makes no warranties or representations, expressed or implied, as to continued or future rail service to the Premises.

30. **ENTIRE AGREEMENT.** It is expressly agreed by and between the Parties hereto that all of the agreements, terms and covenants contained in this Agreement are the only and incorporate all agreements entered into between the Parties affecting the Premises. No modification, waiver or amendment of this Agreement, or any of its terms, shall be binding upon Lessor or Lessee unless it is in writing, dated subsequent to the date of this Agreement and signed by a duly authorized officer(s) of the Party to be charged. The Lessee expressly acknowledges that Lessor has made no agreements affecting the Premises except those as are expressed herein.

____[add if applicable] 31. **CONTROL OF MASTER LEASE.** To the extent applicable to the Premises, Municipality agrees to be bound by and assume all of the obligations of Metra under the terms and conditions of the Master Agreement. In the event of a conflict between a provision or provisions of the Master Agreement and a provision or provisions of this Agreement the provision or provisions of the Master Agreement shall take precedence and control. Notwithstanding anything to the contrary contained in this Agreement, in the event Railroad terminates Metra's lease of the Premises under the terms and conditions of the Master Agreement then this Agreement and the rights granted pursuant thereto shall automatically terminate.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

LESSOR:

LESSEE:

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

By: _____
Philip A. Pagano, Executive Director

ATTEST:

By: _____
Assistant Secretary

Appendix E: Revenue and Expense Estimation for State Ownership

Revenue and Expense Estimation Methodology

In order to develop a preliminary estimate the financial responsibilities of the state if the state were to operate all of the New Haven line rail stations, station by station expenses and revenues were estimated through extrapolation from the financial data provided by the towns and CDOT during Phase I of this study. Stations with parking structures versus surface parking, or station buildings versus shelters and platforms are treated differently in the methodology. Estimates exclude agreements between the state and several privately-owned parking lots including Temple Street garage in New Haven and the church lots in Southport and East Norwalk. Estimates also exclude the expenses referred to as ‘Metro-North Expenses’ in the Phase I report. These are platform-related expenses and include: platform, lighting, shelter, and canopy maintenance, ticket machine installation and electricity, mechanical expenses and electricity, intercom communications, and crews to clean under the platform. The ‘Metro-North Expenses will continue regardless of governance method.

Station Expenses

Station by station expenses were estimated using a generic square footage of building space and the number of parking spaces. Three categories of stations were identified and each has its own methodology. The three types of stations are: those with station buildings, platforms and surface parking, those with shelters, platforms, and surface parking, and those with station buildings, platforms and a mixture of structured and surface parking. The methodology associated with each category of station is presented in the following sections.

After conferring with CDOT, it was determined that the average station building size is 2,125 square feet (85 feet by 25 feet). Stations with shelters and platforms do not have full size platforms and have lengths of approximately 150 feet and widths of 10 feet, for square footages of 1,500. The exception is Greenwich, where the platform, bridge and ticket office are maintained by CDOT. Building square footages for the larger station buildings with structured parking were also obtained from CDOT and are approximately 100,000 square feet in New Haven, 28,000 square feet in Bridgeport, and 30,000 square feet in Stamford. The South Norwalk Station is located directly inside the parking garage as a single facility.

Stations with Buildings, Platforms and Surface Parking

After reviewing the data provided and the variability inherent in how the numbers were developed, the most consistent and reasonable cost estimates were those based on total cost divided by number of parking spaces derived from five locations. None of the stations in this category track expenses by separating the building and parking areas. Total expenses per station were available from the Financial Review completed as Task 4.3 of this project. For each of the stations the year 2000 total expenses were divided by the number of parking spaces at each location. These per space expenses were then averaged to get an amount of approximately \$400 per parking space. This number includes the cost to operate and maintain the station building, because separate building expense numbers were not available. Thus, from this total cost the square foot operating and maintenance cost for the buildings needed to be determined. Based on two methods, the use of selected data from the New Haven station where the numbers were

separable and the development of a budget build up estimating the cost per line item expense, the building expenses per square foot were estimated to be \$15.

Stations with Shelters, Platforms, and Surface Parking

For stations with shelters and platforms, the itemized estimation of annual costs from the previous analysis was taken apart to include only platform expenses and resulted in a cost of approximately \$5 per square foot of platform space for annual operations and maintenance.

Total Cost for Stations with Surface Parking

The total cost for each station was calculated by multiplying the total number of spaces by \$400. The building/platform cost was determined by multiplying the square footage of the building/platform by \$15/\$5. The building/platform cost was then subtracted from the total cost to get the parking expenses for the station. The percentage of the total cost used for building expenses was also calculated. The results of these calculations are shown in Table 5. Also notice in Table 5 that the percentage of the expenses related to the building out of the total amount of expenses is included. With the greater amount of parking the percentage of the funds spent on the building decreases. For example, in Fairfield, with 1,216 spaces, the building expenses make up 7% of the total where in Southport, with 99 parking spaces, the building expenses take up 80% of the total.

Stations with Buildings, Platforms, and a Mixture of Structured and Surface Parking

For the stations with buildings, platforms, and a mixture of structured parking and surface parking, the estimate was developed from New Haven Station's financial data in FY 2004 for July through February. The numbers were annualized to fill out the year. New Haven breaks down its numbers into garage expenses and building expenses, so the estimation was relatively straightforward. The numbers do not, however, distinguish between structured parking and surface parking, so part of the model used for the stations with surface parking was needed to determine the expenses for the surface parking.

The New Haven station building costs approximately \$1.6 million per year to operate and maintain. The station building is approximately 100,000 square feet, so per square foot it costs about \$16 to operate and maintain the station building. For the garage, the annual expenses amount to \$1.2 million. The garage has 884 parking spaces and the surface lot has 269 parking spaces. Using the average surface space expense estimation described earlier, it costs \$350 per surface parking space for operations and maintenance. So, in order to get the structured parking space expense, \$94,150 (\$350 multiplied by 269 spaces) is subtracted from the total to get \$1,149,336. That number is divided by 884 structured parking spaces to get a per space total of \$1,300. Therefore, in order to get the parking cost for the larger stations, structured parking spaces were multiplied by \$1,300 and surface parking spaces were multiplied by \$350. The total building cost was obtained by multiplying the square footage of the buildings by \$15 per square foot (as described above). The total cost represents the sum of these two numbers. Table 5 displays the results of the expense estimation models.

Table 5: Annual Operating and Maintenance Expenses by Station

Station	Parking Spaces	Building/Platform Sq. Feet	Overall Cost per Parking Space	Cost per Square Foot	Estimated Total Cost	Total Building O&M Cost	Total Parking O&M Cost	Actual Cost per Parking Space	Building Cost % of Total
<i>New Haven Line</i>									
New Haven*	1,153	100,000	\$1,300	\$15	\$2,743,350	\$1,500,000	\$1,243,350	\$1,300	55%
Milford	444	2,125	\$400	\$15	\$177,600	\$31,875	\$145,725	\$328	18%
Stratford	294	2,125	\$400	\$15	\$117,600	\$31,875	\$85,725	\$292	27%
Bridgeport*	1,453	28,000	\$1,300	\$15	\$1,831,050	\$420,000	\$1,411,050	\$1,300	23%
Fairfield	1,216	2,125	\$400	\$15	\$486,400	\$31,875	\$454,525	\$374	7%
Southport	99	2,125	\$400	\$15	\$39,600	\$31,875	\$7,725	\$78	80%
Green's Farms	466	2,125	\$400	\$15	\$186,400	\$31,875	\$154,525	\$332	17%
Westport	1,454	2,125	\$400	\$15	\$581,600	\$31,875	\$549,725	\$378	5%
East Norwalk	147	2,125	\$400	\$15	\$58,800	\$31,875	\$26,925	\$183	54%
South Norwalk**^#	816	0	\$1,300	\$15	\$798,900	\$0	\$798,900	\$1,300	0%
Rowayton	330	2,125	\$400	\$15	\$132,000	\$31,875	\$100,125	\$303	24%
Darien	538	2,125	\$400	\$15	\$215,200	\$31,875	\$183,325	\$341	15%
Noroton Heights	772	2,125	\$400	\$15	\$308,800	\$31,875	\$276,925	\$359	10%
Stamford*	2,208	30,000	\$1,300	\$15	\$3,217,800	\$450,000	\$2,767,800	\$1,300	14%
Old Greenwich	578	2,125	\$400	\$15	\$231,200	\$31,875	\$199,325	\$345	14%
Riverside	324	2,125	\$400	\$15	\$129,600	\$31,875	\$97,725	\$302	25%
Cos Cob	567	2,125	\$400	\$15	\$226,800	\$31,875	\$194,925	\$344	14%
Greenwich**#	905	2,000	\$400	\$5	\$362,000	\$10,000	\$352,000	\$389	3%
<i>New Canaan Branch</i>									
New Canaan	929	2,125	\$400	\$15	\$371,600	\$31,875	\$339,725	\$366	9%
Talmadge Hill	311	2,000	\$400	\$5	\$124,400	\$10,000	\$114,400	\$368	8%
Springdale	208	2,000	\$400	\$5	\$83,200	\$10,000	\$73,200	\$352	12%
Glenbrook	156	2,000	\$400	\$5	\$62,400	\$10,000	\$52,400	\$336	16%
<i>Danbury Branch</i>									
Danbury	147	2,125	\$400	\$15	\$58,800	\$31,875	\$26,925	\$183	54%
Bethel	197	2,125	\$400	\$15	\$78,800	\$31,875	\$46,925	\$238	40%
Redding^	82	1,500	\$400	\$5	\$32,800	\$7,500	\$25,300	\$309	23%
Branchville	168	2,125	\$400	\$15	\$67,200	\$31,875	\$35,325	\$210	47%
Cannondale	140	2,125	\$400	\$15	\$56,000	\$31,875	\$24,125	\$172	57%
Wilton	212	2,125	\$400	\$15	\$84,800	\$31,875	\$52,925	\$250	38%
Merritt 7^	88	1,500	\$400	\$5	\$35,200	\$7,500	\$27,700	\$315	21%
<i>Waterbury Branch</i>									
Waterbury^	156	2,000	\$400	\$5	\$62,400	\$10,000	\$52,400	\$336	16%
Naugatuck^	125	1,500	\$400	\$5	\$50,000	\$7,500	\$42,500	\$340	15%
Beacon Falls^	28	1,500	\$400	\$5	\$11,200	\$7,500	\$3,700	\$132	67%
Seymour^	22	1,500	\$400	\$5	\$8,800	\$7,500	\$1,300	\$59	85%
Ansonia^	50	1,500	\$400	\$5	\$20,000	\$7,500	\$12,500	\$250	38%
Derby^	75	1,500	\$400	\$5	\$30,000	\$7,500	\$22,500	\$300	25%
TOTALS	16,858				\$13,082,300	\$3,078,125	\$10,004,175		24%

*Mixed structured and surface parking, larger station building

**Only maintain platform, bridge and ticket office

^Platform only

^^Station building located inside parking garage, so building costs absorbed in parking costs

#Greenwich Station is privately owned and South Norwalk Station is owned by the city of Norwalk

Parking Revenue

Parking revenue was estimated on a station by station basis based on several assumptions and many different options. Ten options for the parking pricing structure are described in this section. Current parking rates were determined as part of Task 2 in this project and were updated as of July 1, 2004. Number of parking spaces and utilization rates were also determined as part of Task 2 in late 2001/early 2002.

All of the permit parking rates were annualized where needed by multiplying the monthly rate by 12 or the semi-annual rate by 2. In all ten options an oversale rate for permits of 130% was assumed, as was recommended by Connecticut DOT. Occupancy rates were changed in several options for stations along the main line, but current occupancy rates were used in every option for stations located on the branch lines. Permit occupancy rates on the main line were always assumed to be 130% despite actual counts because the permits have been paid for regardless of whether or not the spaces are being used. Also, stations on the main line have waiting lists for permits. Again, however, the current permit occupancy rates were always used for branch line stations. Also for all stations the present mixture of permit and daily spaces was held constant.

Options 1 attempts to describe the present parking situation by using current parking costs and current utilization rates. Option 2 takes the present situation and predicts future daily occupancy rates of 100% on the main line. The rest of the options change the present parking rate structure.

Options 3-8 set annual permit rates at a price that just meets the expenses of the system. Individual station finances are not balanced in these options, only the overall system. Options 3 and 4 assume a \$5 daily rate for parking. Option 3 assumes one parking rate across the board – regardless of branch location or surface versus structured parking with current utilization rates. Option 4 uses the same one-rate scheme and assumes 100% daily occupancy on the main line.

Options 5-8 distinguish between structured and surface parking. This distinction affects New Haven, Bridgeport, South Norwalk and Stamford. The daily rate remains constant for all of these options at \$5 for surface parking and \$8 for structured parking. Option 5 sets the annual permit cost at stations with structured parking at \$720 and slides the surface parking annual permit cost in order to meet the expenses of the system. Option 6 does the same, except the structured parking annual permit is increased to \$780. Options 7 and 8 are exactly the same as 5 and 6 except that they assume 100% daily occupancy at main line stations.

Options 9 and 10 set annual permit rates at \$360 for surface parking and \$720 for structured parking and daily parking rates at \$5 and \$8, respectively. These options allow for the revenue to exceed the expenses in order to simulate a capital fund situation. The options result in a capital fund of approximately 7% and 12% of annual expense, respectively. After talking with CDOT, it is apparent that a renovation/replacement schedule of 10 years is commonplace. At a capital fund rate of 10% of annual expenses, a total of 100% of annual expenses is available for capital improvements every 10 years. Option 9 assumes current daily occupancy on the main line and Option 10 assumes 100%.

Table 6 describes the details of the ten options and also provides expense and revenue totals for each option. Table 7, which covers 3 pages, details the station by station parking revenue estimation and also includes potential revenue from the leasing of station building space.

Table 6: Parking Revenue Estimation – Description of Options

Characteristic	Option #									
	1	2	3	4	5	6	7	8	9	10
oversale rate for permits	130%	130%	130%	130%	130%	130%	130%	130%	130%	130%
mixture of permit and daily spaces	current	current	current	current	current	current	current	current	current	current
occupancy rate for daily spaces at main line stations	current	100%	current	100%	current	current	100%	100%	current	100%
occupancy rate for permit spaces at main line stations*	130%	130%	130%	130%	130%	130%	130%	130%	130%	130%
occupancy rates for daily and permit spaces at branch stations	current	current	current	current	current	current	current	current	current	current
parking rates	current	current	\$5/day \$485/year	\$5/day \$445/year	<u>surface</u> \$5/day \$265/year <u>structured</u> \$8/day \$720/year	<u>surface</u> \$5/day \$235/year <u>structured</u> \$8/day \$780/year	<u>surface</u> \$5/day \$195/year <u>structured</u> \$8/day \$720/year	<u>surface</u> \$5/day \$165/year <u>structured</u> \$8/day \$780/year	<u>surface</u> \$5/day \$360/year <u>structured</u> \$8/day \$720/year	<u>surface</u> \$5/day \$360/year <u>structured</u> \$8/day \$720/year
distinction between surface and structured lots	no	no	no	no	yes	yes	yes	yes	yes	yes
Total Expenses	\$13,082,300	\$13,082,300	\$13,082,300	\$13,082,300	\$13,082,300	\$13,082,300	\$13,082,300	\$13,082,300	\$13,082,300	\$13,082,300
Total Revenue	\$11,459,222	\$12,062,385	\$13,112,151	\$13,143,130	\$13,104,785	\$13,087,387	\$13,101,176	\$13,083,778	\$14,022,401	\$14,694,930

*Permit occupancy rates assumed to be the oversale rate because all spaces have already been paid for

Table 7: Parking Revenue Estimation by Station Options
Options 1-4

Station	Parking Spaces	Permit Spaces	Daily Spaces	Annual Permit Cost	Daily Cost	Current Permit Occupancy Rate	Current Daily Occupancy Rate	Option 1 Permit Revenue	Option 1 Daily Revenue	Option 1 Total Revenue	Option 2 Permit Revenue	Option 2 Daily Revenue	Option 2 Total Revenue	Option 3 Permit Revenue	Option 3 Daily Revenue	Option 3 Total Revenue	Option 4 Permit Revenue	Option 4 Daily Revenue	Option 4 Total Revenue	Estimated Total Expenses for Station Building and Parking Lots					
<i>New Haven Line</i>																									
New Haven*	1,153	54	1,099	\$780	\$8.00	89%	100%	\$54,756	\$2,285,920	\$2,340,676	\$54,756	\$2,285,920	\$2,340,676	\$34,047	\$1,428,700	\$1,462,747	\$31,239	\$1,428,700	\$1,459,939	\$2,743,350					
Milford	444	361	83	\$250	\$5.00	64%	86%	\$117,325	\$92,794	\$210,119	\$117,325	\$107,900	\$225,225	\$227,611	\$92,794	\$320,405	\$208,839	\$107,900	\$316,739	\$177,600					
Stratford	294	222	72	\$270	\$5.00	89%	89%	\$77,922	\$83,304	\$161,226	\$77,922	\$93,600	\$171,522	\$139,971	\$83,304	\$223,275	\$128,427	\$93,600	\$222,027	\$117,600					
Bridgeport^	1,453	950	503	\$438	\$6.00	26%	100%	\$540,930	\$784,680	\$1,325,610	\$540,930	\$784,680	\$1,325,610	\$598,975	\$653,900	\$1,252,875	\$549,575	\$653,900	\$1,203,475	\$1,831,050					
Fairfield	1,216	861	355	\$340	\$6.00	100%	67%	\$380,562	\$371,046	\$751,608	\$380,562	\$553,800	\$934,362	\$542,861	\$309,205	\$852,066	\$498,089	\$461,500	\$959,589	\$486,400					
Southport	99	82	17	\$230	\$6.00	96%	71%	\$24,518	\$18,829	\$43,347	\$24,518	\$26,520	\$51,038	\$51,701	\$15,691	\$67,392	\$47,437	\$22,100	\$69,537	\$39,600					
Green's Farms	466	409	57	\$225	\$4.00	80%	100%	\$119,633	\$59,280	\$178,913	\$119,633	\$59,280	\$178,913	\$257,875	\$74,100	\$331,975	\$236,607	\$74,100	\$310,707	\$186,400					
Westport	1,454	1,158	296	\$225	\$4.00	90%	73%	\$338,715	\$224,723	\$563,438	\$338,715	\$307,840	\$646,555	\$730,119	\$280,904	\$1,011,023	\$669,903	\$384,800	\$1,054,703	\$581,600					
East Norwalk	147	147	0	\$240	N/A	84%	N/A	\$45,864	N/A	\$45,864	\$45,864	N/A	\$45,864	\$92,684	N/A	\$92,684	\$85,040	N/A	\$85,040	\$58,800					
South Norwalk	816	694	122	\$650	\$6.50	100%	24%	\$586,430	\$49,483	\$635,913	\$586,430	\$206,180	\$792,610	\$437,567	\$38,064	\$475,631	\$401,479	\$158,600	\$560,079	\$798,900					
Rowayton	330	302	28	\$275	\$5.00	94%	96%	\$107,965	\$34,944	\$142,909	\$107,965	\$36,400	\$144,365	\$190,411	\$34,944	\$225,355	\$174,707	\$36,400	\$211,107	\$132,000					
Darien	538	221	317	\$235	\$2.50	81%	88%	\$67,516	\$181,324	\$248,840	\$67,516	\$206,050	\$273,566	\$139,341	\$362,648	\$501,989	\$127,849	\$412,100	\$539,949	\$215,200					
Noroton Heights	772	431	341	\$235	\$2.50	96%	82%	\$131,671	\$181,753	\$313,424	\$131,671	\$221,650	\$353,321	\$271,746	\$363,506	\$635,252	\$249,334	\$443,300	\$692,634	\$308,800					
Stamford*	2,208	1,886	322	\$780	\$6.00	100%	99%	\$1,912,404	\$497,297	\$2,409,701	\$1,912,404	\$502,320	\$2,414,724	\$1,189,123	\$414,414	\$1,603,537	\$1,091,051	\$418,600	\$1,509,651	\$3,217,800					
Old Greenwich	578	506	72	\$200	\$5.00	93%	86%	\$131,560	\$80,496	\$212,056	\$131,560	\$93,600	\$225,160	\$319,033	\$80,496	\$399,529	\$292,721	\$93,600	\$386,321	\$231,200					
Riverside	324	288	36	\$200	\$5.00	88%	69%	\$74,880	\$32,292	\$107,172	\$74,880	\$46,800	\$121,680	\$181,584	\$32,292	\$213,876	\$166,608	\$46,800	\$213,408	\$129,600					
Cos Cob	567	510	57	\$200	\$5.00	82%	51%	\$132,600	\$37,791	\$170,391	\$132,600	\$74,100	\$206,700	\$321,555	\$37,791	\$359,346	\$295,035	\$74,100	\$369,135	\$226,800					
Greenwich	905	425	480	\$200	\$5.00	84%	98%	\$110,500	\$611,520	\$722,020	\$110,500	\$624,000	\$734,500	\$267,963	\$611,520	\$879,483	\$245,863	\$624,000	\$869,863	\$362,000					
<i>New Canaan Branch</i>																									
New Canaan**	929	682	247	\$330	\$3.00	78%	82%	\$228,211	\$157,981	\$386,192	\$228,211	\$157,981	\$386,192	\$430,001	\$263,302	\$693,303	\$394,537	\$263,302	\$657,839	\$371,600					
Talmadge Hill**	311	218	93	\$330	\$3.00	89%	88%	\$83,235	\$63,835	\$147,070	\$83,235	\$63,835	\$147,070	\$137,449	\$106,392	\$243,841	\$126,113	\$106,392	\$232,505	\$124,400					
Springdale^^	208	146	62	\$630	\$3.00	87%	87%	\$105,225	\$42,073	\$147,298	\$105,225	\$42,073	\$147,298	\$92,053	\$70,122	\$162,175	\$84,461	\$70,122	\$154,583	\$83,200					
Glenbrook^^	156	63	93	\$630	\$3.00	65%	98%	\$33,538	\$71,089	\$104,627	\$33,538	\$71,089	\$104,627	\$39,722	\$118,482	\$158,204	\$36,446	\$118,482	\$154,928	\$62,400					
<i>Danbury Branch</i>																									
Danbury	147	126	21	\$180	\$5.00	57%	62%	\$16,806	\$16,926	\$33,732	\$16,806	\$16,926	\$33,732	\$79,443	\$16,926	\$96,369	\$72,891	\$16,926	\$89,817	\$58,800					
Bethel***	197	165	32	\$150	\$2.50	77%	53%	\$24,775	\$11,024	\$35,799	\$24,775	\$11,024	\$35,799	\$104,033	\$22,048	\$126,081	\$95,453	\$22,048	\$117,501	\$78,800					
Redding	82	65	17	\$150	\$5.00	65%	59%	\$8,239	\$13,039	\$21,278	\$8,239	\$13,039	\$21,278	\$40,983	\$13,039	\$54,022	\$37,603	\$13,039	\$50,642	\$32,800					
Branchville	168	0	168	N/A	\$0.00	N/A	90%	N/A	\$0	\$0	N/A	\$0	\$0	N/A	\$196,560	\$196,560	N/A	\$196,560	\$196,560	\$67,200					
Canondale	140	140	0	\$0	\$0.00	77%	N/A	\$0	N/A	\$0	\$0	N/A	\$0	\$88,270	N/A	\$88,270	\$80,990	N/A	\$80,990	\$56,000					
Wilton	212	212	0	\$0	\$0.00	73%	N/A	\$0	N/A	\$0	\$0	N/A	\$0	\$133,666	N/A	\$133,666	\$122,642	N/A	\$122,642	\$84,800					
Merritt 7	88	0	88	N/A	\$0.00	N/A	82%	N/A	\$0	\$0	N/A	\$0	\$0	N/A	\$93,808	\$93,808	N/A	\$93,808	\$93,808	\$35,200					
<i>Waterbury Branch</i>																									
Waterbury	156	0	156	N/A	\$0.00	N/A	15%	N/A	\$0	\$0	N/A	\$0	\$0	N/A	\$30,420	\$30,420	N/A	\$30,420	\$30,420	\$62,400					
Naugatuck	125	0	125	N/A	\$0.00	N/A	10%	N/A	\$0	\$0	N/A	\$0	\$0	N/A	\$16,250	\$16,250	N/A	\$16,250	\$16,250	\$50,000					
Beacon Falls	28	0	28	N/A	\$0.00	N/A	21%	N/A	\$0	\$0	N/A	\$0	\$0	N/A	\$7,644	\$7,644	N/A	\$7,644	\$7,644	\$11,200					
Seymour	22	0	22	N/A	\$0.00	N/A	73%	N/A	\$0	\$0	N/A	\$0	\$0	N/A	\$20,878	\$20,878	N/A	\$20,878	\$20,878	\$8,800					
Ansonia	50	0	50	N/A	\$0.00	N/A	68%	N/A	\$0	\$0	N/A	\$0	\$0	N/A	\$44,200	\$44,200	N/A	\$44,200	\$44,200	\$20,000					
Derby	75	0	75	N/A	\$0.00	N/A	39%	N/A	\$0	\$0	N/A	\$0	\$0	N/A	\$38,025	\$38,025	N/A	\$38,025	\$38,025	\$30,000					
TOTALS	16,858	11,324	5,534	310	\$3.26			\$5,455,777	\$6,003,444	\$11,459,222	\$5,455,777	\$6,606,608	\$12,062,385	\$7,139,782	\$5,972,369	\$13,112,151	\$6,550,934	\$6,592,196	\$13,143,130	\$13,082,300					
				<i>average average</i>																					

*annualized
^35% at \$30/month and 65% at \$40/month = \$36.50/month
**residents only
^^75% at \$42/month resident, 25% at \$84/month non resident = \$52.50/month
***\$0.25/hour at ten hours

Option 1
130% sale of permits
current mix of permits and daily spaces
current daily occupancy rate
existing parking rates

Option 3
1 rate across the board that meets the expenses for the system (\$5/day, \$485/year)
130% sale of permits
current mix of permits and daily spaces
current daily occupancy rate

Assumptions
5 days/week
52 weeks/year
use current occupancy rates for branches
handicap spaces are daily unless no daily spaces exist
100% occupancy for permit spaces on main line

Option 2
130% sale of permits
current mix of permits and daily spaces
100% occupancy daily spaces
existing parking rates

Option 4
1 rate across the board that meets the expenses for the system (\$5/day, \$445/year)
130% sale of permits
current mix of permits and daily spaces
100% occupancy daily spaces

Structured parking: New Haven, Bridgeport, South Norwalk, Stamford

Table 7: Parking Revenue Estimation by Station Options
Options 5-8

Station	Parking Spaces	Permit Spaces	Daily Spaces	Annual Permit Cost	Daily Cost	Current Permit Occupancy Rate	Current Daily Occupancy Rate	Option 5 Permit Revenue	Option 5 Daily Revenue	Option 5 Total Revenue	Option 6 Permit Revenue	Option 6 Daily Revenue	Option 6 Total Revenue	Option 7 Permit Revenue	Option 7 Daily Revenue	Option 7 Total Revenue	Option 8 Permit Revenue	Option 8 Daily Revenue	Option 8 Total Revenue	Estimated Total Expenses for Station Building and Parking Lots
<i>New Haven Line</i>																				
New Haven*	1,153	54	1,099	\$780	\$8.00	89%	100%	\$50,544	\$2,076,100	\$2,126,644	\$54,756	\$2,076,100	\$2,130,856	\$50,544	\$2,076,100	\$2,126,644	\$54,756	\$2,076,100	\$2,130,856	\$2,743,350
Milford	444	361	83	\$250	\$5.00	64%	86%	\$124,365	\$92,794	\$217,159	\$110,286	\$92,794	\$203,080	\$91,514	\$107,900	\$199,414	\$77,435	\$107,900	\$185,335	\$177,600
Stratford	294	222	72	\$270	\$5.00	89%	89%	\$76,479	\$83,304	\$159,783	\$67,821	\$83,304	\$151,125	\$56,277	\$93,600	\$149,877	\$47,619	\$93,600	\$141,219	\$117,600
Bridgeport^	1,453	950	503	\$438	\$6.00	26%	100%	\$889,200	\$1,046,240	\$1,935,440	\$963,300	\$1,046,240	\$2,009,540	\$889,200	\$1,046,240	\$1,935,440	\$963,300	\$1,046,240	\$2,009,540	\$1,831,050
Fairfield	1,216	861	355	\$340	\$6.00	100%	67%	\$296,615	\$309,205	\$605,820	\$263,036	\$309,205	\$572,241	\$218,264	\$461,500	\$679,764	\$184,685	\$461,500	\$646,185	\$486,400
Southport	99	82	17	\$230	\$6.00	96%	71%	\$28,249	\$15,691	\$43,940	\$25,051	\$15,691	\$40,742	\$20,787	\$22,100	\$42,887	\$17,589	\$22,100	\$39,689	\$39,600
Green's Farms	466	409	57	\$225	\$4.00	80%	100%	\$140,901	\$74,100	\$215,001	\$124,950	\$74,100	\$199,050	\$103,682	\$74,100	\$177,782	\$87,731	\$74,100	\$161,831	\$186,400
Westport	1,454	1,158	296	\$225	\$4.00	90%	73%	\$398,931	\$280,904	\$679,835	\$353,769	\$280,904	\$634,673	\$293,553	\$384,800	\$678,353	\$248,391	\$384,800	\$633,191	\$581,600
East Norwalk	147	147	0	\$240	N/A	84%	N/A	\$50,642	N/A	\$50,642	\$44,909	N/A	\$44,909	\$37,265	N/A	\$37,265	\$31,532	N/A	\$31,532	\$58,800
South Norwalk	816	708	108	\$650	\$6.50	100%	24%	\$662,688	\$53,914	\$716,602	\$717,912	\$53,914	\$771,826	\$662,688	\$224,640	\$887,328	\$717,912	\$224,640	\$942,552	\$798,900
Rowayton	330	302	28	\$275	\$5.00	94%	96%	\$104,039	\$34,944	\$138,983	\$92,261	\$34,944	\$127,205	\$76,557	\$36,400	\$112,957	\$64,779	\$36,400	\$101,179	\$132,000
Darien	538	221	317	\$235	\$2.50	81%	88%	\$76,135	\$362,648	\$438,783	\$67,516	\$362,648	\$430,164	\$56,024	\$412,100	\$468,124	\$47,405	\$412,100	\$459,505	\$215,200
Noroton Heights	772	431	341	\$235	\$2.50	96%	82%	\$148,480	\$363,506	\$511,986	\$131,671	\$363,506	\$495,177	\$109,259	\$443,300	\$552,559	\$92,450	\$443,300	\$535,750	\$308,800
Stamford*	2,208	1,886	322	\$780	\$6.00	100%	99%	\$1,703,286	\$663,062	\$2,366,348	\$1,837,914	\$663,062	\$2,500,976	\$1,693,458	\$669,760	\$2,363,218	\$1,828,086	\$669,760	\$2,497,846	\$3,217,800
Old Greenwich	578	506	72	\$200	\$5.00	93%	86%	\$174,317	\$80,496	\$254,813	\$154,583	\$80,496	\$235,079	\$128,271	\$93,600	\$221,871	\$108,537	\$93,600	\$202,137	\$231,200
Riverside	324	288	36	\$200	\$5.00	88%	69%	\$99,216	\$32,292	\$131,508	\$87,984	\$32,292	\$120,276	\$73,008	\$46,800	\$119,808	\$61,776	\$46,800	\$108,576	\$129,600
Cos Cob	567	510	57	\$200	\$5.00	82%	51%	\$175,695	\$37,791	\$213,486	\$155,805	\$37,791	\$193,596	\$129,285	\$74,100	\$203,385	\$109,395	\$74,100	\$183,495	\$226,800
Greenwich	905	425	480	\$200	\$5.00	84%	98%	\$146,413	\$611,520	\$757,933	\$129,838	\$611,520	\$741,358	\$107,738	\$624,000	\$731,738	\$91,163	\$624,000	\$715,163	\$362,000
<i>New Canaan Branch</i>																				
New Canaan**	929	682	247	\$330	\$3.00	78%	82%	\$183,260	\$263,302	\$446,562	\$162,514	\$263,302	\$425,816	\$134,852	\$263,302	\$398,154	\$114,105	\$263,302	\$377,407	\$371,600
Talmadge Hill**	311	218	93	\$330	\$3.00	89%	88%	\$66,840	\$106,392	\$173,232	\$59,273	\$106,392	\$165,665	\$49,184	\$106,392	\$155,576	\$41,617	\$106,392	\$148,009	\$124,400
Springdale^^	208	146	62	\$630	\$3.00	88%	87%	\$44,261	\$70,122	\$114,383	\$39,251	\$70,122	\$109,373	\$32,570	\$70,122	\$102,692	\$27,559	\$70,122	\$97,681	\$83,200
Glenbrook^^	156	63	93	\$630	\$3.00	65%	98%	\$14,107	\$118,482	\$132,589	\$12,510	\$118,482	\$130,992	\$10,381	\$118,482	\$128,863	\$8,784	\$118,482	\$127,266	\$62,400
<i>Danbury Branch</i>																				
Danbury	147	126	21	\$180	\$5.00	57%	62%	\$24,742	\$16,926	\$41,668	\$21,941	\$16,926	\$38,867	\$18,206	\$16,926	\$35,132	\$15,405	\$16,926	\$32,331	\$58,800
Bethel***	197	165	32	\$150	\$2.50	77%	53%	\$43,769	\$22,048	\$65,817	\$38,814	\$22,048	\$60,862	\$32,207	\$22,048	\$54,255	\$27,252	\$22,048	\$49,300	\$78,800
Redding	82	65	17	\$150	\$5.00	65%	59%	\$14,555	\$13,039	\$27,594	\$12,907	\$13,039	\$25,946	\$10,710	\$13,039	\$23,749	\$9,063	\$13,039	\$22,102	\$32,800
Branchville	168	0	168	N/A	\$0.00	N/A	90%	N/A	\$196,560	\$196,560	N/A	\$196,560	\$196,560	N/A	\$196,560	\$196,560	N/A	\$196,560	\$196,560	\$67,200
Cannondale	140	140	0	\$0	\$0.00	77%	N/A	\$37,137	N/A	\$37,137	\$32,933	N/A	\$32,933	\$27,327	N/A	\$27,327	\$23,123	N/A	\$23,123	\$56,000
Wilton	212	212	0	\$0	\$0.00	73%	N/A	\$53,315	N/A	\$53,315	\$47,279	N/A	\$47,279	\$39,232	N/A	\$39,232	\$33,196	N/A	\$33,196	\$84,800
Merritt 7	88	0	88	N/A	\$0.00	N/A	82%	N/A	\$93,808	\$93,808	N/A	\$93,808	\$93,808	N/A	\$93,808	\$93,808	N/A	\$93,808	\$93,808	\$35,200
<i>Waterbury Branch</i>																				
Waterbury	156	0	156	N/A	\$0.00	N/A	15%	N/A	\$30,420	\$30,420	N/A	\$30,420	\$30,420	N/A	\$30,420	\$30,420	N/A	\$30,420	\$30,420	\$62,400
Naugatuck	125	0	125	N/A	\$0.00	N/A	10%	N/A	\$16,250	\$16,250	N/A	\$16,250	\$16,250	N/A	\$16,250	\$16,250	N/A	\$16,250	\$16,250	\$50,000
Beacon Falls	28	0	28	N/A	\$0.00	N/A	21%	N/A	\$7,644	\$7,644	N/A	\$7,644	\$7,644	N/A	\$7,644	\$7,644	N/A	\$7,644	\$7,644	\$11,200
Seymour	22	0	22	N/A	\$0.00	N/A	73%	N/A	\$20,878	\$20,878	N/A	\$20,878	\$20,878	N/A	\$20,878	\$20,878	N/A	\$20,878	\$20,878	\$8,800
Ansonia	50	0	50	N/A	\$0.00	N/A	68%	N/A	\$44,200	\$44,200	N/A	\$44,200	\$44,200	N/A	\$44,200	\$44,200	N/A	\$44,200	\$44,200	\$20,000
Derby	75	0	75	N/A	\$0.00	N/A	39%	N/A	\$38,025	\$38,025	N/A	\$38,025	\$38,025	N/A	\$38,025	\$38,025	N/A	\$38,025	\$38,025	\$30,000
TOTALS	16,858	11,338	5,520	310	\$3.26	<i>average</i>	<i>average</i>	\$5,828,178	\$7,276,607	\$13,104,785	\$5,810,780	\$7,276,607	\$13,087,387	\$5,152,040	\$7,949,136	\$13,101,176	\$5,134,642	\$7,949,136	\$13,083,778	\$13,082,300

*annualized
^35% at \$30/month and 65% at \$40/month = \$36.50/month
**residents only
^^75% at \$42/month resident, 25% at \$84/month non resident = \$52.50/month
***\$0.25/hour at ten hours

Assumptions
5 days/week
52 weeks/year
use current occupancy rates for branches - permit and daily
handicap spaces are daily unless no daily spaces exist
100% occupancy for permit spaces on main line

Option 5
1 rate across the board that meets the expenses for the system (\$5/day, \$265/year surface; \$8/day, \$720/year structured)
130% sale of permits
current mix of permits and daily spaces
current daily occupancy rate

Option 6
1 rate across the board that meets the expenses for the system (\$5/day, \$235/year surface; \$8/day, \$780/year structured)
130% sale of permits
current mix of permits and daily spaces
current daily occupancy rate

Structured parking: New Haven, Bridgeport, South Norwalk, Stamford

Option 7
1 rate across the board that meets the expenses for the system (\$5/day, \$195/year surface; \$8/day, \$720/year structured)
130% sale of permits
current mix of permits and daily spaces
100% daily occupancy

Option 8
1 rate across the board that meets the expenses for the system (\$5/day, \$165/year surface; \$8/day, \$780/year structured)
130% sale of permits
current mix of permits and daily spaces
100% daily occupancy

Table 7: Parking Revenue Estimation by Station Options
Options 9-10

Station	Parking Spaces	Permit Spaces	Daily Spaces	Annual Permit Cost	Daily Cost	Current Permit Occupancy Rate	Current Daily Occupancy Rate	Option 9 Permit Revenue	Option 9 Daily Revenue	Option 9 Total Revenue	Option 10 Permit Revenue	Option 10 Daily Revenue	Option 10 Total Revenue	Estimated Total Expenses for Station Building and Parking Lots
<i>New Haven Line</i>														
New Haven*	1,153	54	1,099	\$780	\$8.00	89%	100%	\$50,544	\$2,076,100	\$2,126,644	\$50,544	\$2,076,100	\$2,126,644	\$2,743,350
Milford	444	361	83	\$250	\$5.00	64%	86%	\$168,948	\$92,794	\$261,742	\$168,948	\$107,900	\$276,848	\$177,600
Stratford	294	222	72	\$270	\$5.00	89%	89%	\$103,896	\$83,304	\$187,200	\$103,896	\$93,600	\$197,496	\$117,600
Bridgeport^	1,453	950	503	\$438	\$6.00	26%	100%	\$889,200	\$1,046,240	\$1,935,440	\$889,200	\$1,046,240	\$1,935,440	\$1,831,050
Fairfield	1,216	861	355	\$340	\$6.00	100%	67%	\$402,948	\$309,205	\$712,153	\$402,948	\$461,500	\$864,448	\$486,400
Southport	99	82	17	\$230	\$6.00	96%	71%	\$38,376	\$15,691	\$54,067	\$38,376	\$22,100	\$60,476	\$39,600
Green's Farms	466	409	57	\$225	\$4.00	80%	100%	\$191,412	\$74,100	\$265,512	\$191,412	\$74,100	\$265,512	\$186,400
Westport	1,454	1,158	296	\$225	\$4.00	90%	73%	\$541,944	\$280,904	\$822,848	\$541,944	\$384,800	\$926,744	\$581,600
East Norwalk	147	147	0	\$240	N/A	84%	N/A	\$68,796	N/A	\$68,796	\$68,796	N/A	\$68,796	\$58,800
South Norwalk	816	708	108	\$650	\$6.50	100%	24%	\$662,688	\$53,914	\$716,602	\$662,688	\$224,640	\$887,328	\$798,900
Rowayton	330	302	28	\$275	\$5.00	94%	96%	\$141,336	\$34,944	\$176,280	\$141,336	\$36,400	\$177,736	\$132,000
Darien	538	221	317	\$235	\$2.50	81%	88%	\$103,428	\$362,648	\$466,076	\$103,428	\$412,100	\$515,528	\$215,200
Noroton Heights	772	431	341	\$235	\$2.50	96%	82%	\$201,708	\$363,506	\$565,214	\$201,708	\$443,300	\$645,008	\$308,800
Stamford*	2,208	1,886	322	\$780	\$6.00	100%	99%	\$1,716,624	\$663,062	\$2,379,686	\$1,716,624	\$669,760	\$2,386,384	\$3,217,800
Old Greenwich	578	506	72	\$200	\$5.00	93%	86%	\$236,808	\$80,496	\$317,304	\$236,808	\$93,600	\$330,408	\$231,200
Riverside	324	288	36	\$200	\$5.00	88%	69%	\$134,784	\$32,292	\$167,076	\$134,784	\$46,800	\$181,584	\$129,600
Cos Cob	567	510	57	\$200	\$5.00	82%	51%	\$238,680	\$37,791	\$276,471	\$238,680	\$74,100	\$312,780	\$226,800
Greenwich	905	425	480	\$200	\$5.00	84%	98%	\$198,900	\$611,520	\$810,420	\$198,900	\$624,000	\$822,900	\$362,000
<i>New Canaan Branch</i>														
New Canaan**	929	682	247	\$330	\$3.00	78%	82%	\$248,957	\$263,302	\$512,259	\$248,957	\$263,302	\$512,259	\$371,600
Talmadge Hill**	311	218	93	\$330	\$3.00	89%	88%	\$90,801	\$106,392	\$197,193	\$90,801	\$106,392	\$197,193	\$124,400
Springdale^^	208	146	62	\$630	\$3.00	88%	87%	\$60,129	\$70,122	\$130,251	\$60,129	\$70,122	\$130,251	\$83,200
Glenbrook^^	156	63	93	\$630	\$3.00	65%	98%	\$19,165	\$118,482	\$137,647	\$19,165	\$118,482	\$137,647	\$62,400
<i>Danbury Branch</i>														
Danbury	147	126	21	\$180	\$5.00	57%	62%	\$33,612	\$16,926	\$50,538	\$33,612	\$16,926	\$50,538	\$58,800
Bethel***	197	165	32	\$150	\$2.50	77%	53%	\$59,459	\$22,048	\$81,507	\$59,459	\$22,048	\$81,507	\$78,800
Redding	82	65	17	\$150	\$5.00	65%	59%	\$19,773	\$13,039	\$32,812	\$19,773	\$13,039	\$32,812	\$32,800
Branchville	168	0	168	N/A	\$0.00	N/A	90%	N/A	\$196,560	\$196,560	N/A	\$196,560	\$196,560	\$67,200
Cannondale	140	140	0	\$0	\$0.00	77%	N/A	\$50,450	N/A	\$50,450	\$50,450	N/A	\$50,450	\$56,000
Wilton	212	212	0	\$0	\$0.00	73%	N/A	\$72,428	N/A	\$72,428	\$72,428	N/A	\$72,428	\$84,800
Merritt 7	88	0	88	N/A	\$0.00	N/A	82%	N/A	\$93,808	\$93,808	N/A	\$93,808	\$93,808	\$35,200
<i>Waterbury Branch</i>														
Waterbury	156	0	156	N/A	\$0.00	N/A	15%	N/A	\$30,420	\$30,420	N/A	\$30,420	\$30,420	\$62,400
Naugatuck	125	0	125	N/A	\$0.00	N/A	10%	N/A	\$16,250	\$16,250	N/A	\$16,250	\$16,250	\$50,000
Beacon Falls	28	0	28	N/A	\$0.00	N/A	21%	N/A	\$7,644	\$7,644	N/A	\$7,644	\$7,644	\$11,200
Seymour	22	0	22	N/A	\$0.00	N/A	73%	N/A	\$20,878	\$20,878	N/A	\$20,878	\$20,878	\$8,800
Ansonia	50	0	50	N/A	\$0.00	N/A	68%	N/A	\$44,200	\$44,200	N/A	\$44,200	\$44,200	\$20,000
Derby	75	0	75	N/A	\$0.00	N/A	39%	N/A	\$38,025	\$38,025	N/A	\$38,025	\$38,025	\$30,000
TOTALS	16,858	11,338	5,520	310	\$3.26			\$6,745,794	\$7,276,607	\$14,022,401	\$6,745,794	\$7,949,136	\$14,694,930	\$13,082,300
														<i>average average</i>

*annualized
 ^35% at \$30/month and 65% at \$40/month = \$36.50/month
 **residents only
 ^^75% at \$42/month resident, 25% at \$84/month non resident = \$52.50/month
 ***\$0.25/hour at ten hours

Assumptions
 5 days/week
 52 weeks/year
 use current occupancy rates for branches
 handicap spaces are daily unless no daily spaces exist
 100% occupancy for permit spaces on main line

Option 9
 1 rate across the board (\$5/day, \$360/year surface; \$8/day, \$720/year structured)
 130% sale of permits
 current mix of permits and daily spaces
 current daily occupancy rate

Option 10
 1 rate across the board (\$5/day, \$360/year surface; \$8/day, \$720/year structured)
 130% sale of permits
 current mix of permits and daily spaces
 100% daily occupancy

Structured parking: New Haven, Bridgeport, South Norwalk, Stamford

Appendix F: Standard Clauses for Lease Agreements

Clauses for Lease Agreements

The Standards and Practices Manual will provide guidelines and requirements for stations and parking to be operated, regardless of the governance option selected. However, it is essential that those operating the stations and parking are required by agreement to follow the Standards and Practices, as well as other responsibilities that CDOT specifies for its stations.

Initial investigations of the station operations revealed that a variety of lease types were in use between CDOT and local municipalities. Important conditions varied widely: terms of the leases (years covered by the agreement), requirements, explanations of responsibilities, and other issues. Other typical lease agreement clauses were not covered at all in the documents.

Clearly the nature and thoroughness of lease agreements is very important if CDOT is to have comparable operations and provide suitable services at all stations. In addition, the specification of responsibilities between CDOT and its lessees is critical so that improvements or repairs are made appropriately. Finally, clarification of financial issues (who is responsible for which expenses, how revenues and operating expenses are to be accounted for, fiscal responsibilities and reporting) is essential for CDOT to understand the overall revenue and expense conditions of all of the stations.

The following basic clauses for agreements with municipalities or others that may operate stations and parking are recommended. It is understood that CDOT may have additional safeguards or conditions that it wishes to apply in these situations as well.

1. *Parties to the Lease*

This section needs to define all the parties to the lease. In some instances, not only the Town but also other local groups are involved and have responsibilities for functions at the stations or with parking. If these other groups are not parties to the lease, then the responsibilities they cover should be given to the municipality, with the specification that the municipality is going to delegate them to an identified group. However, in such cases, the overall responsibility must remain the municipality's so that there is accountability for the functions. For example, if the municipality is delegating responsibility for landscaping maintenance to the town volunteer horticultural group (which will not be a party to the lease), the municipality must be named the responsible party so that it is responsible for replacing the horticultural society if it decides it can no longer volunteer to do the function.

2. *Duties of CDOT*

CDOT's responsibilities for various parts of the station, roadways, or other areas need to be specified clearly so that the lessee understands which portions of the site are CDOT's to manage. The details on ownership and responsibilities have been outlined in previous sections and research done during this project and are now available.

3. *Term of Agreement*

Existing leases range from not specifying terms to lease periods of 50 years. It is recommended that CDOT consider a one-year lease with options to renew twice for an

additional year. In this manner, CDOT has flexibility in case it decides to manage the stations another way, and the lessee has some available continuity if performance is acceptable. Existing leases that have specified terms will need to be re-negotiated if CDOT wishes to apply the same operating standards to all stations.

4. *Ownership*

A plan with clearly marked ownership of various parcels or the station and related parking should be part of the lease. This information has never been uniformly available in previous leases, but is it uniformly available as a product of this project.

5. *Definitions*

The lease should define distinct areas that are of concern for management and operations of the station and parking. Equally important, terms used in the lease to describe prescribed reports or procedures should be well defined. Examples of needed definitions include, but are not limited to:

- Premises
- Platform
- Station Parking
- Fiscal Year
- Gross Income
- Operating Expenses
- Net Income
- Capital Improvements
- Vendors
- Sub-tenants
- Etc.

6. *Events of Default*

CDOT should describe the events or lack of performance that would indicate the lessee is in default and may be removed from the lease. For example, not depositing revenue in the specified period, operating competing parking, or bankruptcy (of a private station management lessee) might be viewed as events of default. CDOT should have the ability to change the management of the station if the lessee defaults on required responsibilities.

7. *Termination*

Causes for termination of the lease by either the lessee or CDOT should be determined and explained in this section. CDOT should maintain the right to terminate the lease for cause, as well as (with suitable notice) for no cause. The “no cause” termination could be desirable should CDOT wish to change the overall management scheme of all stations in phases.

8. *Permits and Licenses*

If any permits or licenses are required (state or local) they should be listed and the responsibility for obtaining them defined. It should also be specified that copies of

permits or licenses should be provided for an identified CDOT representative if obtained by the lessee.

9. *Compliance with Law*

Typically an agreement will state that the lessee must comply with the listed applicable laws, which may include Americans with Disabilities Act, local or state ordinances (noise, pollution, trash handling, etc.), or any other law CDOT believes is applicable to the stations and/or parking.

10. *Insurance*

If lessees are municipalities, they may be self-insured and purchase of insurance and forwarding of policies may not be necessary. However, if lessees are not self insured, typical insurance required would include: Garage Liability (including Garagekeeper's Legal Liability), Worker's Compensation, Commercial Crime, Performance Bond, and General Liability. The requirement to provide copies of coverage certificates to CDOT should be included, as should the desired limits of each type of insurance required. The type of acceptable insurers should be specified (A. M. Best rating), as well as a specification that the insurer be authorized to write policies in Connecticut. The lease should specify that the insurer and lessee must provide CDOT with notification of any significant change in insurance coverage 30 days prior to the change. The person or office to whom this notification must be given should be included.

11. *Indemnity*

A "Hold Harmless and Indemnification Clause" should protect CDOT against legal action due to any actions by the lessee that are in breach of the contract or arise from a negligent act.

12. *Capital Improvements*

The lease should specify which party or parties may make capital improvements. The type, value, location, and source of funding for such improvements should also need to be specified. If there is a limit over which CDOT does not want the lessee to make improvements, this should also be stated. For example, the lease could indicate that any improvements costing over \$5,000 should be pre-approved by CDOT. There could also be a specification that the lessee solicit bids for improvements or capital expenditures if the amount is anticipated to be over a certain limit. In this way, CDOT is assured of a range of options for prices and contractors or vendors.

13. *Title to Improvements*

The ownership of any capital improvements made should be identified (e.g., improvements such as a new roof on a station is a capital improvement subsequently owned by CDOT.) A typical clause could read: *Lessee agrees that all buildings and facilities, and all fixed improvements made by the Lessee and CDOT alike, of every nature are and shall remain the property of CDOT, and Lessee agrees to deliver to CDOT at the termination of this Agreement, possession of the premises, including such buildings and improvements and other items listed above in good condition, reasonable wear and tear accepted.*

14. *Destruction of Property*

If the property in question is destroyed by other than an insured risk (e.g., storm or flood), CDOT should have the option to cancel the agreement with the lessee. If the destruction is by an insured risk, some conditions should be specified for actions. For example, if the damage is by an insured risk but the reconstruction will take six months, CDOT should have the ability to hold the contract in abeyance until the reconstruction is completed.

15. *Assignments*

The agreement should require the lessee to obtain approval from CDOT before assigning any functions under the Agreement to another party. For example, if a municipality was leasing space in a station to a vendor, and decided to contract with a broker to lease the space instead (at a fee paid out of the net revenue of the station), this type of action should require approval by CDOT prior to the change being made.

16. *Verification of Performance*

It should be made clear that CDOT reserves the right to verify performance of the lessee through on-site observations, auditing of books and reports, obtaining public evaluations of service, and any other means CDOT would intend to use.

17. *Deposits, Disbursements, and Accounting for Revenues*

The lease should specify requirements for depositing revenues, such as where, when, and the process to be followed. For example, if the parking lots have pay stations, requirements for collecting the pay stations, schedule for collecting the pay stations, process for securing the revenue, location for the deposit, requirements for duplicate deposit slips being sent to a representative of CDOT, reconciling revenues with reports and bank statements, and process for transferring revenue to CDOT should be specified. More detail about processes to be specified and followed by the lessee are part of the financial analysis of this project, and should be incorporated into the leases.

18. *Operating Costs*

The requirement to submit an annual operating budget and monthly operating cost reports should be specified in this clause. A major issue with existing agreements is that the stations (and parking when appropriate) are not generally separate cost centers for municipalities that are operating the stations. Thus the true costs of operations are not known to either the municipality or CDOT. Specifying an operating budget and keeping the costs separate from other municipal budgets is essential for understanding the rail system costs overall. The agreements should provide a format for the estimated annual budget, as well as monthly reports on funds expended. Allowable costs and any specifically disallowed costs should also be made clear.

19. *Standards and Practices Manual*

Part of this project has been to outline the standards and practices that should be followed in the operations of the stations and parking. The entire Standards and Practices Manual should be incorporated into the leases by reference, and provided to each municipality or other lessee to be used and followed. Not every standard will be appropriate for each station (e.g., those stations with free parking will not have requirements for collecting

revenue), so the individual leases should specify in this section which parts of the Standards and Practices Manual are not applicable or need modification based upon the conditions of the station.

20. Notices

The lease should specify to whom notices, correspondence, and changes in conditions should be sent, for both CDOT and the lessee. Standardizing these clauses in lease agreements for operating the stations could solve many of the difficulties now found in the relationships between CDOT and municipalities. In addition, better accounting for funds would occur, and improved operations should follow a better definition of responsibilities and the understanding that monitoring of performance will be a part of the new agreements.

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